



# City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER  
D. Wayne O'Neal

CITY CLERK  
Kelly Ann Dolland

MAYOR  
Vacant  
COUNCIL  
Mayor Pro Tem Kathy Blanke  
David Winowlecki  
Patrice M. Schornak  
Yvette Foster  
Suzanne Kalka  
Michael Lesich

## FRASER CITY COUNCIL – SPECIAL COUNCIL MEETING MONDAY – JANUARY 22, 2018 – 5:30PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. CITY ATTORNEY INTERVIEWS – LEGAL SERVICES PROPOSALS –
  - A. LAW OFFICES OF JEFFREY S. KRAGT, PLLC
  - B. KIRK, HUTH, LANGE & BADALAMENTI, PLC
  - C. YORK, DOLAN & TOMLINSON
  - D. O'REILLY, RANCILIO, P.C.
  - E. CLARK HILL
  - F. SEWARD, PECK, & HENDERSON, PLLC
5. COUNCIL COMMENTS ON SELECTION OF LEGAL SERVICE FIRMS
6. PUBLIC PARTICIPATION
7. ADJOURNMENT

(Posted: Tuesday, January 16<sup>th</sup>, 2018 at 4:30p.m.)

THE CITY OF FRASER WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WITH DISABILITIES AT THE MEETING UPON FOUR DAYS NOTICE TO: RANDY WARUNEK, BUILDING DEPARTMENT (586) 293-3100 EXT 154. IT IS THE POLICY OF THE CITY OF FRASER THAT NO PERSON, ON THE BASIS OF RACE, CREED, COLOR, RELIGION, NATIONAL ORIGIN, OR ANCESTRY, AGE, SEX, MARITAL STATUS, OR DISABILITY SHALL BE DISCRIMINATED AGAINST, EXCLUDED FROM PARTICIPATION, DENIED THE BENEFITS OF, OR OTHERWISE SUBJECTED TO DISCRIMINATION IN ANY PROGRAM OR ACTIVITY FOR WHICH IT IS RESPONSIBLE.



**Request for Qualifications & Proposals**  
**Legal Services**

**JANUARY 2018**

Honorable Mayor and Council  
Municipal Building  
Fraser, MI 48226

January 16<sup>TH</sup> 2018.

Re: Manager's Report

Dear sirs and Misdames,

Mayor and Council interviews with legal firms to provide legal services. These interviews are "meet and greet" and the questions should be the same except for unique items that might pertain to individual firms or items that might warrant additional questions. The nuts and bolts of their bids are contained therein and the administrative overview hopefully answers the questions we had when we reviewed the RFQ's and pricing.

**A. LAW OFFICES OF JEFFEREY S. KRAGT, PLLC**

Q. TELL US ABOUT YOURSELF AND YOUR FIRM AND WHY YOU THINK YOUR FIRM IS UNIQUELY QUALIFIED TO PROVIDE THE LEGAL SERVICES REQUIRED BY THE RFP. PLEASE TOUCH ON THE FOLLOWING:

- LONGEVITY OF FIRM
- MUNICIPAL CLIENTS AND WORK PERFORMED
- EXPERIENCE OF PRINCIPALS ASSIGNED TO THE FRASER ACCOUNT
- KNOWLEDGE OF CITY OF FRASER AND ISSUES IMPACTING THE CITY

Q. PLEASE GIVE AN OVERVIEW OF THE PRICING OUTLINED IN YOUR RFP AND HOW THIS WILL MINIMIZE THE COSTS TO THE CITY OF FRASER.

Q. WHAT DO YOU SEE AS THE ROLE OF THE CITY ATTORNEY BOTH IN TERMS OF THE "CHAIN OF COMMAND" AND WORKING WITH THE CITY COUNCIL, CITY MANAGER AND STAFF?

Q. WHAT IS THE ROLE OF THE CITY ATTORNEY AS IT RELATES TO POLITICS AND POSSIBLE CONFLICTS WITHIN THE CITY COUNCIL AND KEEPING ORDER AT CITY COUNCIL MEETINGS?

Q. WHAT IS YOUR EXPERIENCE WORKING WITH DISTRICT COURT AND MANAGING CASES? WHAT IS YOUR INPUT ABOUT OBTAINING OFFICERS OPINION REGARDING PLEA BARGAINING A CASE?

Q. IS THERE ANYTHING ELSE YOU MIGHT WANT TO ADD OR ANY QUESTIONS YOU MIGHT HAVE?

NOTES:

## **LAW OFFICES OF JEFFREY S. KRAGT, PLLC**

28345 Beck Road Suite 205 Wixom, MI 48393

248-938-4960

### **APPENDIX B**

#### **LEGAL SERVICES REQUEST FOR QUALIFICATIONS**

1. Principal Contact Jeffrey S. Kragt
2. Principal Office: Wixom, Michigan
3. Did legal work for Birmingham, Orchard Lake Village, and is the City Attorney for the City of Rochester
4. If the need arises, more attorneys will be brought in for assistance

### **APPENDIX C**

#### **LEGAL SERVICES REQUEST FOR PRICING**

1. Monthly Council Retainer N/A
2. Monthly Prosecution Retainer N/A
3. **OPTION #1:** Hourly Rate \$125 per hour, PLUS a 2% administration fee
4. **OPTION #2:** Monthly Council Retainer: \$8,000; 70 HOURS PER MONTH TO BE USED WHERE NEEDED. EQUATES TO \$115.00 PER HOUR.
  - a. Not to exceed 70 hours per month
    - i. additional hours \$125 hour
  - b. Monthly prosecution retainer included

### **QUESTIONS**

Option #1 is \$125 per hour, is it based on 1/10 of an hour? YES. EVERY SIX MINUTES

How much would you charge for extra meetings? Are extra meetings covered under your retainer? Or are they a separate cost? YES 70 HOURS PER MONTH.

Do monthly retainer fees include all questions that apply to day to day activities within the city and research? YES. 70 HOURS PER MONTH.

### **OVERVIEW**

The firm meets the minimum qualifications, but their minimum qualifications are below that of the other firms.



**B. KIRK, HUTH, LANGE, & BADALAMENTIA, PLC**

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**NOTES:**

**Kirk, Huth, Lange & Badalamenti, PLC**

19500 Hall Rd # 100, Charter Twp of Clinton, 48038

586-412-4900

**APPENDIX B:**

**LEGAL SERVICES REQUEST FOR PRICING**

1. Principal Contact: Rob Huth
2. Main Office: Clinton Township, Michigan
3. Firm meets minimum qualifications
4. (Item 12) In the last 5 years the only complaint filed against the firm has been made by former Fraser Mayor Joe Nichols

**APPENDIX C**

**LEGAL SERVICES REQUEST FOR PRICING**

1. The monthly General Council Retainer \$500
  - a. Council meeting \$500
2. Monthly prosecution retainer \$6,000
3. Filed civil cases \$125
4. \$130-\$155 (per hour) for labor matters: HOURLY BASED ON 1/15 PER HOUR INCREMENTS
5. Other expenses: \$00.15 per copy

**QUESTIONS**

What services does the \$500 General Retainer cover? SEE BELOW

How much would you charge for extra meetings? Are extra meetings covered under your retainer? Or are they a separate cost? ONE EXTRA MEETING PER MONTH AND HOURLY FOR EXTRA MEETING NOT TO EXCEED \$500.00 PER MEETING.

Do monthly retainer fees include all questions that apply to day to day activities within the city and research needed? YES.

**OVERVIEW**

This law firm has a tremendous amount of Macomb County experience which may be very useful to the city of Fraser. They meet the minimum qualifications. THEIR PROPOSAL IS BASED ON DOING BOTH THE PROSECUTIONS AND RETAINER WORK.

**C. YORK, DOLAN & TOMLINSON**

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NOTES:

## **York, Dolan, & Tomlinson**

42850 Garfield Rd # 101, Charter Twp. of Clinton, MI 48038

586-263-5050

### **APPENDIX B**

#### **LEGAL SERVICES REQUEST FOR QUALIFICATIONS**

1. Principal Contact: Tim Tomlinson & Jack Dolan
2. Principal Location: Clinton Township, Michigan.
3. Major presence in Macomb county & at the 39<sup>th</sup> district court
4. Have been Fraser's City Law Firm since 2004

### **APPENDIX C**

#### **LEGAL SERVICES REQUEST FOR PRICING**

1. Monthly Council Retainer: \$5,300
2. Prosecution Retainer: \$2,700 FLAT RATE IN EFFECT FOR LAS 2-3 YEARS SAVING CITY APPROXIMATELY \$15 K PER YEAR.
3. Hourly Rate: \$100. per 1/10 per hour SIX MINUTES
4. Copying, mileage, postage, → included *except for extraordinary expenses*

### **QUESTIONS**

How much would you charge for extra meetings? Are extra meetings covered under your retainer? Or are they a separate cost? YES, EXTRA MEETING ARE COVERED AT NO COST.

Do monthly retainer fees include all questions that apply to day to day activities within the city and research? YES

### **OVERVIEW**

If the council decides to go with another Law Firm, York, Dolan, and Tomlinson would still like to be considered in performing monthly prosecutions. THEY BELIEVE BECAUSE THEY DO ROSEVILLE THAT IT IS COST EFFECTIVE AS THEY ARE ALREADY IN THE COURTS AND DO ADMINISTRATIVE ITEMS FOR BOTH.

**D. O'REILLY, RANCILIO, PC**

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NOTES:

## **O'Reilly Rancilio P.C.**

12900 Hall Rd # 350, Sterling Heights, MI 48313

586-726-1000

### **APPENDIX B**

#### **LEGAL SERVICES REQUEST FOR QUALIFICATIONS**

1. Principal Contact: Donald P. De Nault Jr. (chairperson of the team assigned to Fraser)
2. Principal Office: Sterling Heights, Michigan
3. The firm meets the minimum qualifications
4. Served as the city's attorney from '87-'99 → prosecutor until 2004
5. Familiar with Macomb County

### **APPENDIX C**

#### **LEGAL SERVICES REQUEST FOR PRICING**

1. Monthly Council Retainer: \$5,000; THERE IS NOT FLAT RETAINER, EVERYTHING IS HOURLY WITH A CAP OF \$10,000 PER MONTH
2. Monthly Prosecution Retainer: \$2,500; HOURLY AS ABOVE
3. Hourly Rate for shareholder \$140; For associates \$110
4. (e) Appeals outside of the 39<sup>th</sup> district court is capped at \$30,000 per year ANY APPEALS THAT MIGHT COME FROM THE DISTRICT COURTS ARE GOING TO HAVE A YEARLY CAP OF \$30,000 FOR THE YEAR.

### **QUESTIONS**

What do you mean when you say services are capped at \$30,000 per-year? SEE ABOVE.

How much would you charge for extra meetings? Are extra meetings covered under your retainer? Or are they a separate cost? EVERYTHING IS CHARGED BY THE HOUR.

Do monthly retainer fees include all questions that apply to day to day activities within the city and research? EVERYTHING IS CHARGED BY THE HOUR.

### **OVERVIEW**

This firm had serviced the City of Fraser previously, in terms of general council for fifteen years. Several of the attorneys working for the firm have ties to the City of Fraser.

**E. CLARK HILL**

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NOTES:

**Clark Hill PLC**

151 S Old Woodward Ave #200, Birmingham, MI 48009

517-318-3062

**APPENDIX B**

**LEGAL SERVICES REQUEST FOR QUALIFICATIONS**

1. Principal Contact: Kenneth P. Lane
2. Main Office: Lansing, Michigan
  - a. Detroit & Birmingham Branch locations
3. Firm meets the minimum qualifications

**APPENDIX C**

**LEGAL SERVICES REQUEST FOR PRICING**

1. The monthly General Council Retainer: \$6,000
2. Monthly Prosecution Retainer: \$6,000
3. Any services outside of retainer: \$225 per hour

**QUESTIONS**

How much would you charge for extra meetings? Are extra meetings covered under your retainer? Or are they a separate cost? EXTRA MEETING ARE COVERED UNDER THE RETAINER.

Do the monthly retainer fees include all questions that apply to day to day activities within the city and any research needed? YES.

**OVERVIEW**

Clark Hill is the highest price in relation to the retainer & prosecution fees. They meet the minimum qualifications.



**F. SEWARD, PECK & HENDERSON PLLC**

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**Q. IS THERE ANYTHING ELSE YOU MIGHT WANT TO ADD OR ANY QUESTIONS YOU MIGHT HAVE?**

**NOTES:**

**Seward, Peck & Henderson PLLC**  
210 E 3rd St #210, Royal Oak, MI 48067  
248-733-3580

**APPENDIX B**

**LEGAL SERVICES REQUEST FOR QUALIFICATIONS**

1. Principal Contact: T Joseph Seward
2. Principal Location: Royal Oak, Michigan
3. Years in business: 2.5 Years
4. Seward has worked in a firm for over 30+ years
5. Attorney services provided to Southfield, Waterford Twp., and Ferndale

**APPENDIX C**

**LEGAL SERVICES REQUEST FOR PRICING**

1. Monthly Council Retainer: \$2,500
2. 1 council meeting per month: \$750
3. Prosecution Retainer to be negotiated based on average hours required from previous attorney services: **NEED TO FIND OUT NO. OF HOURS, SAID THEY COULD NEGOTIATE SOMETHING IF EVERYTHING ELSE FALLS INTO LINE.**
4. Hourly Rate: \$195 per hour
5. Special Projects: \$195 per hour
6. Litigation: \$195 per hour
7. Also indicated prosecutorial services to be provided at an hourly rate of \$125.

**QUESTIONS**

Are Special Projects \$195 per hour or \$915 per hour? What does that include? **THE COST IS \$195 AND IT INCLUDES ANY AND ALL ATTORNEY FEES.**

Processing & litigation at \$125 per hour, is that based on 1/10 of an hour? **YES. SIX MINUTE INTERVALS.**

How much would you charge for extra meetings? Are extra meetings covered under your retainer? Or are they a separate cost? **ZBA AND PLANNING COMMISSION COVERED UNDER RETAINER AND POSSIBLY MORE COUNCIL MEETING.**

Do monthly retainer fees include all questions that apply to day to day activities within the city and research? **YES.**

**OVERVIEW**

May meet minimum qualifications. The firm is new, June 2015, and appears to have limited municipal client base.

COPY

***RESPONSE TO CITY OF FRASER'S  
REQUEST FOR QUALIFICATIONS & PROPOSALS  
LEGAL SERVICES***

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***Due Date: January 4, 2018***

***Submitted: January 4, 2018***

***SUBMITTED BY:***

***Jeffrey S. Kragt (P58006)  
Law Offices of Jeffrey S. Kragt, PLLC  
28345 Beck Rd., Ste. 205  
Wixom, MI 48393  
(248) 938-4960 - Phone  
(248) 938-4232 - Fax  
jeff@kragtlaw.com  
www.KragtLaw.com***

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**TAB NO. 1**



January 4, 2018

City of Fraser  
City Clerk's Office  
33000 Garfield  
Fraser, MI 48026

***Re: Qualifications and Proposal for Legal Services***

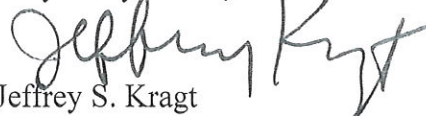
To whom it may concern:

We appreciate the opportunity to present our Proposal to the City of Fraser for legal services. As will be more fully discussed in the Proposal, I have recently established my own Firm after 20 years of municipal work with my former law firm. While the Firm may be unlike the larger firms in terms of the number of bodies that would be assigned the work for the City, I believe that this is actually an advantage for the City as you will have continuity with all facets of work from the same person. While I have a good network of attorneys to lean on to assist when needed for coverage or back-up situations, with a single point of contact, the City can be assured that its City Attorney will be well advised and in the loop on all matters coming before it. While a number of firms simply parcel out the different areas of work (i.e. prosecutions) to other lesser experienced members of their firm, having the same person involved and serving as point may be the better model for the City.

As you will see from the attached proposal, our Firm is well qualified and has the experience needed to properly and professionally serve the City of Fraser and its residents. We will offer both fixed rate and hourly compensation options to allow you to select which model you feel fits your current needs.

Again, we appreciate the opportunity to submit this qualification and proposal packet and look forward to the chance to serve the City of Fraser as its City Attorney.

Very Truly Yours,

  
Jeffrey S. Kragt

JSK/amd

**TAB NO. 2**

## **APPENDIX A – ACKNOWLEDGMENT OF SCOPE OF SERVICES**

We have reviewed Appendix A to the RFP and agree to provide the administrative services and support necessary to manage the workload to complete the matters assigned to the Firm. We have the adequate office space, staffing, equipment and resource materials that are readily available to serve the City. The office is just over 1400 square feet, has multiple offices and a substantial conference room, sufficient to conduct on-site meetings when necessary. Jeffrey S. Kragt would serve as primary general counsel and would maintain centralized responsibility. Amanda Distasio is the legal assistant and is very proficient in problem solving, word processing, maintaining Mr. Kragt's schedule and otherwise running the office. She will be available and accessible for helping facilitate projects, meetings, etc. The Firm has brand new equipment and researching capabilities needed for an effective law practice. In sum, the Firm's infrastructure is more than sufficient to provide the foundation to effectively serve the City's needs.

We have reviewed and considered the minimum qualifications as well as the scope of services as set forth in Appendix A. We are pleased to report that Mr. Kragt possesses the experience necessary to provide the required services, and in fact far exceeds, the qualifications set forth in the Request for Qualifications and Proposals. Mr. Kragt will perform all of the job functions listed under General Counsel, Prosecution Services, Civil Cases and Other Specialty Services sections of Appendix A (with the exception of labor, bankruptcy and bond counsel matters), in a manner acceptable to the City of Fraser.



**TAB NO. 3**

## **APPENDIX B – RESPONSE TO REQUEST FOR QUALIFICATIONS**

The Law Offices of Jeffrey S. Kragt, PLLC location is 28345 Beck Rd., Ste. 205, Wixom, Michigan 48393, which is the business office center on Beck Road, just north of I-96. The Firm specializes in municipal law, real estate law, business and commercial law, and civil litigation. While the Firm itself does not have a long corporate existence, that fact does not tell the proper story. The Firm's proprietor, Jeff Kragt, started out at Beier Howlett as a law clerk in 1997 and hired on as an associate once he passed the bar exam in 1998. Said hiring came with the recommendation of former Oakland County Circuit Court Judge Fred Mester, with whom Mr. Kragt interned with during law school. Mr. Kragt became a partner in 2006 and was quickly voted in as an owner in 2009. He was an owner and served as the Chief Financial Officer until he departed in April 2017. After 20 years of working at his former firm and providing services to municipalities throughout, Mr. Kragt decided to branch out and open his own law firm. Mr. Kragt took his 20 years of municipal experience and believed that he could better represent his municipal clients by opening his new firm.

Jeffrey S. Kragt would serve as principal contact, primary counsel and would likely provide all legal services. As the Firm grows, additional attorneys may be added when needed to properly serve its clients. Amanda Distasio is the legal assistant and is very proficient in problem solving, word processing, maintaining Mr. Kragt's schedule and otherwise running the office. She is available and accessible for helping facilitate projects, meetings, etc. At this time Mr. Kragt is the licensed attorney at the office located at 28345 Beck Rd., Ste. 205, Wixom, MI 48393. If coverage or back-up were to be necessary, Mr. Kragt has a good network of attorneys to lean on to assist. Mr. Kragt's legal assistant, Amanda is currently the only staff member at the office. Mr. Kragt and his assistant are fully capable of handling another municipal client. The commitment to the City of Fraser is that Mr. Kragt would function in his full capacity as City Attorney. If the need arises to bring on more staff and/or attorneys to the Firm, that would be done. In no circumstance would Mr. Kragt engage the assistance of any outside attorneys without the express consent of the Township.

Mr. Kragt currently serves as the City Attorney for the City of Rochester, and has served in that capacity since 2008. When Mr. Kragt announced that he was opening his new firm, the Rochester City Council unanimously voted to move and to continue with him as the City Attorney. Such a decision is clear evidence that not only does Mr. Kragt value and foster long term relationships with his municipal clients, but the level of trust, commitment and quality of service provided by him led the City of Rochester to take legal services from his previous firm and continue with Mr. Kragt as its attorney.

One of the reasons why Mr. Kragt was initially awarded the Rochester contract, and continues to do so, was his commitment to prosecution work. It was important to Rochester that the same person who handles the general legal work also handles the prosecution work, rather than simply having the prosecution work "farmed out" to the newest associate in the firm. Prosecutions are not simply a minor part of a larger contract, but an area that should command someone with significant experience and who gives said work high priority. Mr. Kragt does exactly that. A simple call to the Rochester Police Chief, Steve Schettenhelm, will confirm this representation and can testify to the level of interaction that occurs between him and the Rochester Police Department.



The City of Rochester is not the only municipality that Mr. Kragt has provided municipal legal services to over the years. He also serves as special counsel to Lyon Township on a project by project basis. Mr. Kragt has previously provided services for the City of Birmingham, the City of Orchard Lake Village, the Village of Lake Orion, the City of Rochester Hills, the City of Ferndale, the Village of Franklin, and the City of Lake Angelus. Having provided municipal services to numerous communities over the past 2 decades provides a wealth of experience and knowledge that would be of great assistance to the City. Efficiencies are often developed, including projects that would not always be worked on "from scratch." Mr. Kragt has significant prosecution experience, including civil infractions, misdemeanor offenses, general code violations, building code violations, etc. His experience includes prosecutions in all of the 52<sup>nd</sup> District Courts, the 48<sup>th</sup> District Court, and the 43<sup>rd</sup> District Court. His experience also reaches to the Oakland County Circuit Court when such matters arise. He has worked in close contact with the various police departments, and the Oakland County Sheriff's office.

Mr. Kragt also has significant litigation experience regarding his municipal clients. In addition to the weekly court appearances for prosecution matters, Mr. Kragt's experience includes civil matters, condemnation proceedings, nuisance violations regarding zoning ordinances, and general civil litigation. On several occasions, Mr. Kragt has been appointed by private insurance companies and municipal pools in defense of the claims against their insured municipality. Both Birmingham and Rochester made it a priority with their insurance companies/pools to have the flexibility to name legal counsel, and Mr. Kragt was appointed counsel in several litigation matters that would otherwise be appointed to outside insurance counsel. Having the general counsel municipal attorney involved in defending an insured claim can create efficiencies and smooth processes in defending municipal clients that do not otherwise exist with appointed insurance legal counsel lacking the history or daily interaction with the municipalities.

Of specific mention is Mr. Kragt's experience in the area of ethics. He has participated in the creation of the ethics ordinances in Birmingham and Rochester. He has attended ethics boards meetings and assisted in developing rules and procedures and provided guidance and assistance in the performance of their duties.

Mr. Kragt has also appeared before a number of courts and boards, including the Michigan Court of Appeals, the Michigan State Tax Commission and the Michigan Tax Tribunal. He has handled tax tribunal matters for municipal clients for over a decade, including appeals for the Cities of Birmingham, Rochester, and Orchard Lake Village. Such experience has included working with local assessors as well as extensive work with the Oakland County Equalization Department to represent the interests of the municipalities in such appeals. His experience ranges from individual houses, businesses of all sizes, the Orchard Lake Country Club, and the Townsend and Royal Park Hotels.

As previously indicated, Mr. Kragt has nearly 20 years of municipal experience that he can utilize when assisting Fraser with its legal needs. Perhaps more specifically, the City of Fraser is similar to current and past municipalities that Mr. Kragt has served. For example, the City of Rochester is very similar to the City of Fraser in terms of population, geographic area, budget size and the number of employees. While direct similarities in these areas may not be the end all decision when



considering whether experience translates from one community to the next, it does provide a solid comparison to reassure the City of Fraser that Mr. Kragt is well familiar with the size and scope of services to be provided based on the objective similarities between the communities. While some of the other communities may be larger in size and scope than Fraser (i.e. Rochester Hills and Birmingham) and some may be smaller (i.e. City of Lake Angelus and City of Orchard Lake Village), the City can be assured that Mr. Kragt would provide the services needed for its particular needs.

Mr. Kragt brings with him a wealth of experience in areas that may be critical to the City of Fraser. This includes prosecution work, countless opinion letters, real estate and development concerns and opportunities, significant work with residential and commercial components of a municipality, etc. We are cognizant of the budgetary pressures that are facing the City of Fraser, including recent layoffs of public safety personnel and others. Such realities are unfortunately not unique to the City of Fraser, but are nevertheless concerning for the municipality's administration and residents alike. Mr. Kragt can assist the City of Fraser in whatever capacity is needed in working through these issues and can provide real life experience and perhaps fresh thoughts based on similar experiences.

When considering new legal counsel, it is often hard for cities to gauge how that legal counsel will perform and assimilate into that community's fabric. In this regard, we encourage you to contact the references listed for current and past municipal clients. As previously indicated, the City of Rochester voted unanimously to continue having Mr. Kragt provide legal services to it when he decided to establish his new firm. It would have been an easy opportunity for Rochester to decide to look elsewhere for its legal services considering the move, but it recognizes and appreciates the high-quality services it was receiving. While some communities may not think that a smaller firm is the best model for its legal counsel, communities that look past mere numbers are often rewarded with more individualized attention and a representation that does not include being passed from attorney to attorney on particular issues leaving City Counsel and administration not knowing for sure who to turn to for a particular issue or follow-up on existing projects. The City of Fraser should expect such individualized service and would get that with our Firm.

Another area of possible pause by the City of Fraser in hiring our Firm is that it is located in Oakland County and the distance between the Firm's offices and Fraser City Hall is greater than other applicants. Please know that our Firm would not be submitting a proposal to the City of Fraser if such concerns existed from the Firm's perspective. In reality, the City of Fraser is actually closer to the Firm offices than the City of Rochester. The scope of work provided in the Request for Qualifications and Proposals lists attendance at the regular City Council meetings as required. The municipal meetings that Mr. Kragt attends for the City of Rochester are almost exclusively on Monday nights, so the Fraser City Council Meetings on the second Thursday of each month will not be in conflict. Mr. Kragt is at Rochester City Hall and Police Department on a weekly basis without issue. Further, it is our understanding that a majority of the prosecution work for Fraser occurs on Tuesdays, which does not appear to raise any concern in regard to Mr. Kragt's current prosecution requirements in the Rochester Hills District Court. One clear benefit to not being in immediately close proximity to the City of Fraser is the small likelihood of conflicts of interest.



Upon review of the Firm's clients, it does not appear that any conflicts exist with the City of Fraser. Further, the Firm does not represent municipal clients that have adjoining borders to the City of Fraser. Often times municipal firms try to represent multiple clients in close proximity, including those with adjacent borders. While some firms do not like to talk about the potential issues and conflicts that this creates, our Firm is very cognizant of those concerns. Often times there are interlocal agreements, annexation issues, and other matters that arise that may be directly in opposite interest between two communities. No such situation would present itself if our Firm were hired to represent the City of Fraser.

The day to day activities for the City of Fraser would be handled in the same fashion as is the case with the Firm's other municipal clients. Personal appearances at the regular City Council meetings, bi-monthly "office hours" and attendance at court appearances are routinely handled and the Firm does not believe there to be any conflicts in extending this practice to the City of Fraser. In addition, the Firm is easily reachable by phone, e-mail, cell phone, texting and has dedicated conference call capability whenever the needs arise.

As to the "nuts and bolts" items that are requested in the Request for Qualifications, the Firm meets or exceeds all requirements. Specifically, attached are certificates of insurance as requested. The only deviations from the Appendix A, scope of services, would fall under the "other specialty services" category. The Firm does not provide labor, bankruptcy or bond counsel services. Of note, we have often been asked why we don't provide labor services for municipalities. The answer is quite simple in that we believe that the provision of labor services for the same community that it provides general legal services for can create conflicts, or at the very least uncomfortable situations. As to bankruptcy and bond counsel services, those areas are most often handled by specialists and the Firm would recommend outside firms to handle such work if need be.

Neither the Firm or Mr. Kragt have ever been subject to any Bar Association complaints, grievances or other disciplinary proceedings. The Firm has never been in bankruptcy, reorganization or receivership. While the Firm as a corporate entity is relatively new, neither it nor Mr. Kragt has been terminated by a municipal client in the last five years, or at any time for that matter.

As for time frames for responses to City Council, City Manager and department head inquiries, the Firm will always be available for the City's questions and needed projects. Obviously, response times would vary based on whether Mr. Kragt is tied up in meetings, court appearances, etc., when not immediately available, contacts are mostly returned same day or the next day. It is not uncommon for members of the police department, for example, to contact Mr. Kragt after hours or on weekends to provide guidance or assistance when needed. The same is true for City administration who will be provided with not only Firm contact information, but also Mr. Kragt's personal contact information. The length of time to respond and complete projects is obviously a case by case situation, but the Firm prides itself on its prompt and thorough response times and work product. Again, while it is hard to quantify in writing the answer to this important question, those same questions can be asked of the Firm's references to put the City's mind at ease as to response times and product deliverables.



The Firm would familiarize itself with the City of Fraser in several ways. In fact, it has already done so in anticipation of the preparation of this proposal. We have reviewed significant portions of meeting video online, have reviewed a significant amount of the agendas and minutes and have reached out to others that may have familiarity with the City of Fraser that could assist the Firm in determining whether it would be a good fit as its City Attorney. In addition, we have reached out to the local District Courts to determine prosecution scheduling and commitment that would be needed to perform those services as well. Upon the awarding of the contract, it is the practice of Mr. Kragt to meet with all department heads, the police department and others to start the relationship on a foot that is one seeking information and perspectives, along with the goals and concerns that those directly involved in the City are facing currently. A review of city codes is commenced to acclimate oneself to the City as well as determine if there are areas which should be revised. Finally, as a fair amount of the work involves prosecution, Mr. Kragt makes a point of engaging not only the District Court Judges, but also the Court administration to develop efficiencies and learn tendencies in attempt to better have the prosecution work handled for the betterment of all involved.

The Firm prides itself not only on the quality and timeliness of its work, but also on providing those items in a cost-effective manner. While each community is a bit different in how it wishes to have the compensation structured, cities are aligned with the desire to have them done at a reasonable cost. It does not lend itself well to have enormous legal bills when a city is struggling to maintain essential services, such as public safety. It is for that reason that the Firm is presenting a couple of costs structures for consideration. The simplest proposal is one that involves a straight hourly rate billed for the time spent on the work performed. The benefits of that structure are that there are no surprises when it comes to billing as the City will be in direct control of the workload that it provides to its attorney when considering the cost of doing so. From the attorney's perspective, there are also no surprises as they are compensated for the work performed. The other structure is one of a fixed rate. Often times firms will present an "all in" proposal in the form of a monthly retainer that would include all work performed by the attorney during that month. This provides cost certainty for the City and does not create a situation where a department head may not desire to contact the attorney for advice in an effort to save costs. Thus, the second proposed fee structure is a monthly retainer fee for all services. However, such an "all in" figure does need to come with it a "cap" on the number of hours that such a retainer covers. Without the "cap," the municipal attorney could be put in a position of spending an exorbitant amount of time on items that the attorney may not otherwise need to be involved in simply because it doesn't cost the City more to engage the attorney for that issue. While the City may initially like that ability, an overuse/abuse of that framework is not good for a working relationship between a city attorney and the City. I have often seen firms do an "all in" retainer bid, get the work and then regret its decision to do so as the work requested of him/her is not commensurate with the set fee amount. In order to have a good relationship, both sides need to be treated fairly. Thus, with a set fee with a ceiling on hours covered under that fee, the City is assured of cost certainty without the fear of getting "nickel and dimed," while the attorney receives a predictable and set fee each month without the fear that the workload will get out of control for the fee being earned. When frictions occur in that area, relationships between city and city attorney are often short and unsatisfying for both sides. These two proposals are provided with the City's stated desire of having a combination of monthly retainer and per hour charges.

# TAB NO. 4

**See Response to Request for Pricing**



# TAB NO. 5

## RESUME AND CLIENT REFERENCES

We are pleased to provide the following references. We understand and encourage the City to contact said references for testimonies and input on the quality of service and representation the City can expect.

Blaine Wing  
Rochester City Manager  
400 Sixth Street  
Rochester, MI 48307  
(248) 651-9061  
BWing@rochestermi.org

Steve Schettenhelm  
Rochester Police Chief  
400 Sixth Street  
Rochester, MI 48307  
(248) 651-9621  
(248) 651-3607 (Fax)  
SSchettenhelm@rochestermi.org

Jaymes Vettraino  
Owner, Vettraino Consulting LLC (Former Rochester City Manager)  
PO Box 82202  
Rochester, MI 48308  
(248) 977-9183  
VettrainoConsulting@gmail.com

Jerry Narsh  
Lake Orion Chief of Police  
21 East Church Street  
Lake Orion, MI 48362  
(248) 693-8323  
(248) 693-8941 (Fax)  
narshj@lakeorionpolice.org

Mr. Kragt's Resume and Bio are attached.

# JEFFREY SCOTT KRAGT

---

28345 Beck Road, Ste. 205, Wixom, MI 48393 | (248) 938-4960 | jeff@kragtlaw.com

## PROFESSIONAL EXPERIENCE

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**Law Offices of Jeffrey S. Kragt, PLLC** - Wixom, Michigan

**May 2017 - present**

*Member/Owner*, May 2017-present

- Practice is concentrated in municipal, real estate, non-profit entities, and general business matters.
- City Attorney for the City of Rochester, formerly Assistant City Attorney for the City of Birmingham, City of Orchard Lake Village, and the City of Rochester Hills.
- Provide various services including drafting municipal ordinances; tax appeals; advising municipal and corporate boards and staff; preparing various contracts for municipal and corporate clients; handling residential and commercial real estate transactions; litigating business, landlord/tenant, real estate and municipal disputes; and ordinance prosecution for municipal clients.

**Beier Howlett, P.C.** - Bloomfield Hills, Michigan

**June 1997 - April 2017**

*Chief Financial Officer*, January 2009-April 2017

*Shareholder*, January 2009-April 2017

*Partner*, January 2006-January 2009

*Associate*, May 1998-December 2005

*Law Clerk*, June 1997-May 1998

## EDUCATION

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**Michigan State University College of Law (formerly Detroit College of Law)**

Detroit, Michigan

**December 1997**

*Juris Doctor*, Magna Cum Laude

**Michigan State University**- East Lansing, Michigan

**May 1994**

*Bachelor of Arts*, Interdisciplinary Pre-Law with concentrations in Political Science, Psychology, and Sociology

## ACTIVITIES & ACCOMPLISHMENTS

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- **Michigan Super Lawyers**  
Named in 2009-present
- **Best Lawyers in America**  
Municipal Law- named in 2013-present
- **dBusiness Magazine**  
Top Lawyers- Named in 2015
- Lecture on Freedom of Information Act, MLGMA Conference 2013
- Rochester Bar Association- President 2007-2008

## Law Offices of Jeffrey S. Kragt, PLLC

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“Probably the most rewarding aspects of my day-to-day work as an attorney are the personal connections that rapidly develop with my clients. I pride myself in the fact that what usually begins as a limited legal issue for the client frequently turns into a long-term business relationship and friendship.”

-Jeffrey S. Kragt

Jeffrey S. Kragt was born in Kalamazoo, Michigan in 1972. He graduated from Michigan State University in 1994 and graduated magna cum laude from Michigan State University College of Law in 1998. He was admitted to the State Bar of Michigan and the U.S. District Court for the Eastern District of Michigan in 1998.

Mr. Kragt is a member of the State Bar of Michigan, Oakland County Bar Association, Rochester Bar Association and Oakland County Municipal Bar Committee. He is the sole Member and Owner of the firm, practicing in the areas of municipal, real estate, non-profit entities, and general business matters.

Jeff spends much of his time getting to know his clients and learning about their businesses in order to better represent their needs. Jeff becomes part of the team and uses his legal experience, knowledge and dedication to ensure his clients receive the best possible representation for their various business legal needs.

Through Jeff’s municipal law practice, he services clients in the areas of real estate, property tax assessment, land use and zoning, civil litigation, commercial law, and general business matters. Jeff is the City Attorney for the City of Rochester and formerly Assistant City Attorney for the Cities of Birmingham, Orchard Lake Village and Rochester Hills.

### Accomplishments

- Beier Howlett, Chief Financial Officer
- City Attorney for the City of Rochester
- Named to Best Lawyers in America list for 2013-present
- Named Michigan Super Lawyer for 2009-present
- Named to dBusinessTop Lawyers for 2015

### Bar Activities

- State Bar of Michigan
- Oakland County Bar Association
- Municipal Bar Association - Oakland County
- Michigan Counsel of School Attorneys
- Michigan Association of Municipal Attorneys
- Rochester Bar Association, 2008 President

**TAB NO. 6**

## **EVIDENCE OF LIABILITY & WORKERS COMPENSATION INSURANCE**

Please see the attached certificates.



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Description of Operation:

This is to certify that policies of insurance listed below have been issued to the insured named above subject to the expiration date indicated below, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

Certificate Copy



LAWOFFI-76

PTAG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                  |  |                                      |  |                                                                                                                                                                |  |
|------------------------------------------------------------------------------------------------------------------|--|--------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>The James B. Oswald Company<br>1100 Superior Avenue East<br>Suite 1500<br>Cleveland, OH 44114 |  | (216) 367-8787                       |  | <b>CONTACT NAME:</b> Angela Golar<br><b>PHONE (A/C, No, Ext):</b> (216) 239-2105<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> agolar@oswaldcompanies.com |  |
| <b>INSURED</b><br>Law Offices of Jeffrey S. Kragt, PLLC<br>25156 Carriage Lane<br>South Lyon, MI 48178-          |  | <b>INSURER(S) AFFORDING COVERAGE</b> |  | <b>NAIC #</b>                                                                                                                                                  |  |
|                                                                                                                  |  | <b>INSURER A:</b> Trumbull Ins Co    |  | 27120                                                                                                                                                          |  |
|                                                                                                                  |  | <b>INSURER B:</b>                    |  |                                                                                                                                                                |  |
|                                                                                                                  |  | <b>INSURER C:</b>                    |  |                                                                                                                                                                |  |
|                                                                                                                  |  | <b>INSURER D:</b>                    |  |                                                                                                                                                                |  |
|                                                                                                                  |  | <b>INSURER E:</b>                    |  |                                                                                                                                                                |  |
|                                                                                                                  |  | <b>INSURER F:</b>                    |  |                                                                                                                                                                |  |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                               | ADDL INSD                    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                    |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                              |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMPI/OP AGG \$<br>\$                 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY               |                              |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                     |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                     |                              |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                   | Y/N <input type="checkbox"/> | N/A      | N 45WECAA1TQ7 | 3/28/2017               | 3/28/2018               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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## APPENDIX C – RESPONSE TO REQUEST FOR PRICING

### OPTION 1 – HOURLY FEE STRUCTURE

| Pricing Component                                                                                                                                                      | Amount                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| A. Monthly General Counsel Retainer<br>1. Attendance at one City Council Meeting per month                                                                             | N/A                                     |
| B. Monthly Prosecution Retainer                                                                                                                                        | N/A                                     |
| C. Hourly Rate (For Filed Civil Cases)                                                                                                                                 | \$125/hr.                               |
| D. Hourly Rate (For Other Specialty Services Provided by Firm)                                                                                                         | \$125/hr.                               |
| E. Listing of all Other Expenses to be Charged outside of the Above Fees<br>1. 2% Administrative Fee<br>(covers postage, research software, telephone, typical copies) | charged at a rate of 2% on all invoices |

#### Hourly Rates:

PARTNERS: \$125/HR.

ASSOCIATES: \$115/HR.

LEGAL ASSISTANTS: \$70/HR.

PROSECUTION (ALL ATTORNEYS): \$105/HR.

## APPENDIX C – RESPONSE TO REQUEST FOR PRICING

### OPTION 2 – FLAT RETAINER FEE STRUCTURE

| Pricing Component                                                                                                                                                      | Amount                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| F. Monthly General Counsel Retainer<br>1. Attendance at one City Council Meeting per month                                                                             | \$8,000*<br>Included                    |
| G. Monthly Prosecution Retainer                                                                                                                                        | Included                                |
| H. Hourly Rate (For Filed Civil Cases)                                                                                                                                 | \$125/hr.                               |
| I. Hourly Rate (For Other Specialty Services Provided by Firm)                                                                                                         | \$125/hr.                               |
| J. Listing of all Other Expenses to be Charged outside of the Above Fees<br>1. 2% Administrative Fee<br>(covers postage, research software, telephone, typical copies) | charged at a rate of 2% on all invoices |

\* INCLUDES UP TO 70 HOURS PER MONTH WITH ADDITIONAL TIME OVER 70 HOURS CHARGED AT \$120 PER HOUR.

**KIRK, HUTH, LANGE  
& BADALAMENTI, PLC**

ATTORNEYS AT LAW

19500 HALL ROAD  
SUITE 100  
CLINTON TOWNSHIP, MICHIGAN 48038

(586) 412-4900

[www.KHLBlaw.com](http://www.KHLBlaw.com)

WRITER'S E-MAIL: [rhuth@KHLBlaw.com](mailto:rhuth@KHLBlaw.com)  
FACSIMILE: (586) 412-4949

ROBERT W. KIRK \*  
ROBERT S. HUTH, JR.  
CRAIG W. LANGE  
RAEHEL M. BADALAMENTI  
MARYANNE J. DENEWETH  
MICHAEL C. TAYLOR  
ROSEMARY V. DAVIS  
PATRICK S. MCKAY  
ELIZABETH P. ROBERTS  
ROBERT T. CAROLLO, JR.  
ROBERT J. MORRIS  
SALVATORE D. DEBLASI  
RYAN J. L. FANTUZZI \*\*  
ROBERT J. PENROD

\* Also Member of Florida Bar  
\*\* Also Member of Virginia Bar

December 20, 2017

City of Fraser  
Clerk Ms. Kelly Dolland  
3300 Garfield Road  
Fraser, MI 48026

**RE: Proposal - Kirk, Huth, Lange & Badalamenti re: Legal Services**

Dear Ms. Dolland:

Please let this serve as our firm's response to the Request For Proposal referenced above.

Enclosed is our firm resume, along with the biographies of the attorneys. Further, to be clear, we will address the individual requirements of this RFP.

1. Firm Name.

Kirk, Huth, Lange & Badalamenti, PLC

- a. Areas of Specialty - Municipal representation including but not limited to prosecution, litigation defense, insurance coverage and representation of insurance companies on behalf of municipalities, labor negotiations, arbitration, and other municipal related tasks for more than 30 Michigan municipalities.
- b. Years in business - 25 years (The firm was established in 1992.)

2. Offices:

- a. 19500 Hall Rd., Ste. 100  
Clinton Township, MI 48038  
Phone: (586) 412-4900  
Fax: (586) 412-4949  
[www.KHLBlaw.com](http://www.KHLBlaw.com)

b. No parent firm.

3. Personnel:

a. Principal contact (name, phone number, email) of the firm.

Rob Huth  
[rhuth@khlblaw.com](mailto:rhuth@khlblaw.com)  
Phone: (586) 412-4900 x 105  
Cell: (586) 212-1188

b. Proposed personnel for legal services to be provided for each discipline.

1. Rob Huth – Attendance at City Council meetings and each item listed below.
2. Craig Lange/Ryan Fantuzzi – labor related matters and opinions.
3. Bob Kirk – planning and zoning commission matters and opinions.
4. Raechel Badalamenti – civil litigation and defense of municipality.
5. Rosemary Davis – municipal prosecution, tax appeals and appeals
6. Robert Penrod – municipal prosecution and appeals.

All resumes are included in the attached firm brochure.

c. Other key personnel names who will be used for City business.

Robert Carollo, Maryanne Deneweth, Robert Morris and Elizabeth Roberts will also assist on Fraser City business.

d. The total number of licensed attorneys at the office is fourteen.

e. The total number of staff members at the office is six.

4. Does the firm have adequate staff to handle another municipal client or will staff need to be hired?

The firm will not need any additional staff to help us serve the City of Fraser. Currently, the firm handles more than 30 public sector clients and is looking forward to the opportunity to serve another.



5. Experience – Please see the information included in the brochure (Tab 1). The firm's Public Sector Client List for general and/or labor matters:

**Municipalities**

Charter Township of East China  
Charter Township of Frenchtown  
Charter Township of Harrison  
Charter Township of Oscoda  
Charter Township of Shelby  
Charter Township of Tuscarora  
City of Algonac  
City of Auburn Hills  
City of Bloomfield Hills  
City of Fraser  
City of Grosse Pointe Shores  
City of Manton  
Marine City  
City of Pleasant Ridge  
City of Roseville  
City of St. Clair Shores  
City of Warren (litigation only)

**Insurance Pools**

Michigan Municipal Risk Management Authority  
Michigan County Road Commission Self-Insurance Pool

**County Official**

Sheriff Anthony Wickersham

**School Districts**

Harper Woods  
Lake Shore Public Schools  
Lakeview Public Schools

**Road Commissions**

Allegan County Road Commission  
Antrim County Road Commission  
Ionia County Road Commission  
Lake County Road Commission  
Manistee County Road Commission  
Mason County Road Commission  
Mecosta County Road Commission  
Missaukee County Road Commission  
Osceola County Road Commission  
Oscoda County Road Commission  
Wexford County Road Commission

**Authorities**

Sanilac County Mental Health Authority  
Southeastern Oakland County Resource  
Recovery Authority  
Southeastern Oakland County Water  
Authority

**Courts**

41-A District Court  
Isabella County Trial Court

6. List specific reasons (no more than 2 pages why your firm should be considered by the City of Fraser for legal representation.

Kirk, Huth, Lange & Badalamenti can bring unmatched municipal experience to Fraser. The firm looks to join the discussion seeking financial solutions to the challenges facing the City. Rob Huth was appointed by the Michigan Department of Treasury as a founding member of the Municipal Government Turnaround Association. Robert Kirk and Rob Huth have been appointed by the current and past four (4) Michigan Attorneys General as Public Administrators for Macomb County. The firm is among the leaders in the State of Michigan, with respect to the number of municipalities it represents.

Additionally, John Kaczor, is part of the retainer proposal here and will serve as a municipal financial consultant at no additional cost to the City of Fraser. Mr. Kaczor's involvement will include up to one meeting at the City of Fraser a month for one year to help add a different perspective of other possible cost saving and budget ideas. He is recognized in Michigan as among the leaders in this field. John Kaczor's resume and the brochure from his firm Municipal Analytics is included at Tab 2.

7. Provide three (3) or more municipal references from prior or current clients, including contact name and telephone number:

|                                                       |              |
|-------------------------------------------------------|--------------|
| Rick Stathakis, Charter Township of Shelby Supervisor | 586-731-5145 |
| Anthony Wickersham, Macomb County Sheriff             | 586-469-5151 |
| Ken Verkest, Charter Township of Harrison Supervisor  | 586-466-1400 |

8. Disclosure of any clients or interests that may reasonably be foreseen to constitute a conflict of interest when representing the City (such as other local governments, developers, bidders, etc.).

The firm is not aware of any clients who may reasonably be foreseen to constitute a conflict of interest should the firm receive the contract to represent the City of Fraser.

9. Describe how your firm will handle the day to day activities (police work, court appearances, and attendance at meetings) of this contract. This is particularly important if you do not have a local Fraser office.

Our firm will handle the day-to-day activity at the District Court as it does for other Macomb County communities such as Shelby Township and Harrison Township. For the City of Fraser we are proposing to staff an attorney with municipal prosecution experience at the District Court. Additionally, the prosecution assignment from the City of Fraser will require continued contact and exchange of information with the City of Fraser Department of Public Safety. Therefore, the firm will establish a procedure in which the City of Fraser Public Safety Department and the firm will exchange documents at the Public Safety Department. The firm will routinely have an employee pick up documents, including but not limited to, warrant requests and return authorizations to the court and to the Public Safety Department so as it will not require any travel from the Public Safety Department employees to the firm's offices.

10. Provide evidence of a comprehensive liability and worker's compensation insurance policy for all staff assigned to work for the City.

The firm's Declaration is included herein indicating \$2,000,000.00 policy for liability and specific coverage for worker's compensation. (Tab 3).

11. Note any exceptions of deviations to the required scope of services outlined in Appendix A.

There are no exceptions or deviations to the required scope of services outlined in Exhibit A.

12. During the past five (5) years, has the firm had any Bar Association complaints filed against it? If so, please explain.

The Michigan Bar Association has never in 25 years taken any disciplinary action against any members of the firm. The only request for investigation filed against the firm in the last five years has been by former Fraser Mayor Nichols. He claims that Rob Huth and Judge Caretti should have disclosed that Rob Huth serves as Judge Caretti's Campaign Treasurer. We have provided a response to the Michigan Attorney Grievance Commission.

13. Has the firm been in bankruptcy, reorganization or receivership in the last five (5) years?

The firm has not ever been in bankruptcy, reorganization or in need of a receivership.

14. Has the firm been terminated by any municipal client in the last five (5) years? If so, please explain.

The firm has never been terminated by a municipal client. From time to time as municipal leaders have changed the new elected official has chosen another firm to represent the entity.

15. Define the standard time frames for response by the City Attorney to inquiries from the City Council, City Manager or Department Head.

With respect to the timeframe to respond by the City Attorney to an inquiry it depends on the nature and urgency of the issue. Therefore, if for example Clerk Dolland calls to indicate that somebody is at the counter attempting to file a late response to a RFP the Clerk would, under those circumstances, need a response immediately on the phone. Other issues, such as research into whether or not an ordinance is a proper fit for the City of Fraser may need up to seven days for an adequate response.

16. Describe how your firm would familiarize yourself with the current issues facing the City of Fraser.

The firm would familiarize itself with the issues in the City of Fraser including but not limited to the financial challenges the City is facing. Rob Huth was chose as Founding Member of the Michigan Government Turnaround Association because of his willingness to think outside the box, experience in municipal matters and ability to speak at seminars regarding financial issues during the great recession. The proposal here is that John Kaczor would accompany Rob Huth during his analysis of financial statements and issues so that all can be comfortable that every possible solution to this issue is sought.

17. Pricing – note the City prefers a combination of monthly retainer and per hour charges (to the tenth of an hour), but will consider all pricing structures submitted.

The firm is proposing a monthly retainer that will include the following activities:

- a. Draft and/or review all ordinances, agreement and contracts.
- b. Participate in non-labor negotiations when requested.
- c. Draft and/or review charter amendments.
- d. Assist the City in the sale or purchase of real estate.
- e. Prepare deeds and other contracts for sale and purchase of property.
- f. Prepare formal opinions on the legal ramifications and implications of matters before the City Council, as requested by the City Manager, Department Heads, or the City Council.
- g. Provide legal advice on actions taken or contemplated.
- h. Recommend legislation to the City Council when appropriate or requested.
- i. Attend City Council meeting (at least once per month and special meetings as requested by the City Manager, Department Heads, or the City Council).
- j. Prepare various legal documents required by the City.
- k. Represent the City in administrative proceedings before State agencies (but not to include proceedings before the tax tribunal or the appellate courts).
- l. Advise appropriate officials on policy affecting the enforcement of all City ordinances. Consult with City Manager and/or Department Heads and various boards and City Council on proposed or revised City policies or ordinances.
- m. Review and approve or reject complains on various issues by appropriate City employees alleging ordinance violations.
- n. Meet on a bi-monthly basis (minimum) or as-needed with the City Manager to review items referred to the City Attorney's office.
- o. Monthly time records to the Director of Finance for work performed under the flat rate agreement, and monthly reports to the City Manager on pending litigation. If items are handled outside the Contract on a flat rate or hourly rate, appropriate records will be kept and provided to the City Manager and Director of Finance on a monthly basis.

- p. Represent the City as Prosecutor in the 25<sup>th</sup> District Court for ordinance violations, municipal civil infractions, violations of the Uniform Traffic Code, and violations of the Michigan Motor Vehicle code.
- q. Represent the City as Prosecutor in all appeals of convictions at the local level only.
- r. Recommend and possibly draft ordinance amendments based on cases prosecuted.
- s. As requested by the City Manager, provide time records for work performed and statistics on the cases opened and pending.

Very truly yours,

**KIRK, HUTH, LANGE  
& BADALAMENTI, PLC**



Robert S. Huth, Jr.

RSH/bml  
Enclosure



# *Exhibit 1*

Welcome to  
**KIRK, HUTH, LANGE & BADALAMENTI, PLC**

We are an AV-rated, multi-practice Metro-Detroit law firm providing full-service legal consultation and representation in many areas of civil practice. Those areas include civil litigation, municipal law and litigation, real estate, land use, business law and probate and estate issues. Feel free to explore our brochure and learn a little about who we are. As our clients can attest, we believe you will

*"We take pride in  
upholding standards of  
integrity and excellence in  
every area of our practice,  
for every client."*

find that our firm represents a broad range of clients, including individuals, governmental entities, and businesses. We take pride in upholding standards of integrity and excellence in every area of our practice, for every client. If you would like to know more, we invite you to contact us with your questions.

We have been retained by the following insurance companies or adjusters:

- ABA Insurance Services, Inc.
- Argonaut
- Broadspire
- Citizens-Hanover
- CNA
- Direct General
- Hartford
- Merchants Casualty
- Merchants Insurance Group
- Sedgwick
- Specialty Claims Services
- Trident Insurance
- One Beacon Insurance Group



## **Brief History of Kirk, Huth, Lange & Badalamenti, PLC**

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Robert W. Kirk and Robert S. Huth, Jr. began practicing together in 1992. They formed their law firm to make available in Macomb County those professional legal services offered by "silk stocking" firms in other areas of metropolitan Detroit. The Firm's founding philosophy has since been based upon the belief that professional and aggressive legal services can be provided by a small or mid-size law firm with solid experience.

Craig W. Lange has, since 1977, prided himself on being able to serve as a creative and innovative problem solver in resolving labor and employment disputes, and on being able to establish close professional relationships with his clients. He has always offered not only quality representation, but also uniquely personalized legal services.

Raechel M. Badalamenti joined the firm in 2002 and became a partner in 2011. Her concentration is in civil litigation and corporate dispute resolution. Her practice includes trial and appellate matters in the state and federal courts. As a zealous advocate, she tackles the clients' issues while being aware of, and responsive to, the anxiety that the client feels when faced with a legal challenge.

Robert Kirk, Robert Huth, Craig Lange and Raechel Badalamenti are proud to have combined their talents and shared goals with the formation of Kirk, Huth, Lange & Badalamenti, PLC. By integrating our different areas of legal expertise, we are able to provide a full range of services to individual, corporate and government clients while upholding the highest standards of ethics, quality and personalized service.

## **Kirk, Huth, Lange & Badalamenti, PLC Guiding Principles**

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At Kirk, Huth, Lange & Badalamenti, we believe that client relationships are key to superior legal representation. We strive to build strong, long-term relationships with our clients, with an emphasis on individual attention, open dialogue, and affordable rates. Individual attention allows us to fully understand our clients' legal needs and develop comprehensive solutions across practice areas to address them. On this basis, we provide quick responses to client questions and candid assessments of client issues.



The law firm is comprised of motivated, dedicated and experienced attorneys. In respecting the original principals of its partners, our law firm will achieve the best result for every client without charging excessive fees for unnecessary work.

### **Availability of Services from Kirk, Huth, Lange & Badalamenti, PLC**

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Kirk, Huth, Lange & Badalamenti, PLC, is a Michigan law firm located in Macomb County, between the M-53 and I-94 highways in Clinton Township. The law firm serves the entire metropolitan Detroit area.

We have now expanded to fourteen (14) attorneys and a full-time staff of legal assistants, paralegals, legal secretaries and law clerks. This growth will ensure adherence to our strong guiding principles while guaranteeing the best results for our clients.

Whether it is handling the paperwork to start a new venture or a buyout, applying for reclassification of real estate, handling a complex labor or other government dispute, or litigating a complex civil case, we have the experience and knowledge to meet all of our clients' needs. Our attorneys assist in both state and federal forums with Business Formation, Commercial Transactions and Contracts, Municipal Law, Disputes and Litigation, Personal Injury Cases, Insurance Defense, Labor Disputes, Employment Law, Probate Administration, Probate Litigation, Estate Planning, Real Estate Law, and Land Use Law.

### **Our Professional Legal Services Include Expertise In:**

- ❖ Automobile Negligence and No-Fault Actions
- ❖ Civil Litigation
- ❖ Business and Banking Law
- ❖ Labor and Employment Law
- ❖ Municipal Law and Litigation
- ❖ Personal Injury Claims
- ❖ Probate Administration, Litigation and Estate Planning
- ❖ Real Estate, Zoning and Land Use Law

# Areas of Expertise

## Metro Detroit Business Law and Litigation Attorneys

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Kirk, Huth, Lange & Badalamenti, PLC represents the interests of large and small Michigan businesses. This includes a broad range of banks and lenders, restaurants, franchisee/franchisors, manufacturers, technology companies, distributors, automobile suppliers, automobile and boat dealers, marinas and residential/commercial real estate developers, contractors and subcontractors.

We handle every aspect of commercial litigation for our corporate clientele. Our experience includes banking law and auto supplier litigation. We also assist our corporate clients with all of their major and/or day-to-day transactional matters, including the following:

- **Incorporation/Organization of Michigan business entities**
- **Sale or purchase of businesses, asset purchases and buy/sell agreements**
- **Business reorganization and dissolution**
- **Banking collection/workout**
- **Commercial leases**
- **Employment Contracts**
- **Operating, Distributorship, Franchise Contracts**
- **Membership and Shareholder agreements**





## Metro Detroit Civil Litigation Attorneys

Kirk, Huth, Lange & Badalamenti PLC represents insurance carriers and insured, in the public and private sectors, against lawsuits claiming an injury on an insured premises, government-owned premises, in a public building, as a result of an insured's negligence, arising out of an automobile accident, asserting a violation of local, state or federal law or resulting from a defective product. We also pursue claims on behalf of an insured for indemnity and/or contribution. The attorneys at Kirk, Huth, Lange & Badalamenti PLC have extensive experience defending the insured in the following practice areas:

- Automobile Negligence
- Premises Liability
- Contract Disputes
- Highway/Sidewalk Liability
- Public Building Claims
- Unlawful Arrest and Police Brutality Claims
- Defective Workmanship Claims
- Emergency Services Provider Liability
- Zoning Disputes/Unlawful Taking Claims
- Termination of Employment Actions
- Employment Discrimination Cases
- Indemnity, Contribution and Subrogation Actions
- First Amendment and Equal Protection Claims
- No Fault Claims and No Fault Priority Disputes
- Manufacturer Defect Actions
- Homeowner Liability



Deeper Understanding... Better Solutions

Representative Clients in these practices areas include City of Warren, City of Warren Police Department, Macomb County Public Works, Macomb County Sheriff's Department, Charter Township of Shelby, Shelby Township Police Department, Harrison Township, Rizzo Services, Inc., Broadspire, Citizens Insurance Company, CAN Insurance Group, Hartford, Trident Insurance Co., First State Bank, F&M Construction, Inc., Specialty Claims Management, Foam Factory, Inc., Andiamo Restaurant Group, William Beaumont Hospital, ACIS of Michigan, United Lawnscape, Inc., Landscape Services, Inc., UUSI LLC a/k/a Nartron, Harbor Companies, Merchants Insurance and ABA Insurance Group.



## **Metro Detroit Labor and Employment Law Attorneys**

At Kirk, Huth, Lange & Badalamenti PLC, the nature of our Labor and Employment Law practice often immerses us in complex relationships between organizations and individuals. Our primary goal is to serve as creative and innovative problem solvers in resolving labor and employment disputes. We strive to bring closure to labor and employment law problems in a manner that is not only in the best interest of the organization in the short term but also over time. We seek integrative solutions to complex issues, helping employers explore the full range of their options in order to find answers that meet their needs. In this way, we can often bring cost-effective resolutions to issues without the need for expensive and time-consuming litigation.

While our primary focus is on integrative problem solving, no effective law firm can expect to be successful in these efforts without being prepared, when necessary, to litigate on behalf of its clients. To this end, our attorneys have extensive courtroom experience.



## **Metro Detroit Municipal Law and Litigation Attorneys**

Kirk, Huth, Lange & Badalamenti, PLC has served as general counsel or special counsel for several Michigan municipalities, Counties and other public entities. We have experience in a great range of issues including zoning and planning, civil litigation defense, labor law, environmental disputes and actions, construction and zoning law and litigation, drafting of ordinances, resolutions and policies, ordinance enforcement, licensing, contract drafting and enforcement, administration of police and fire, criminal prosecutions, drain law and litigation and eminent domain.

We also represent individuals, developers and entities in matters involving municipalities including zoning and planning, eminent domain, environmental law, ordinance violations and real estate. We have extensively appeared before legislative and administrative bodies for re-zoning and site plan approvals, special use permits and variances.

Our experience is in administrative law and litigation and include:

- **Drafting charter, statutory and ordinance language**
- **Negotiating agreements with utility providers**
- **Drafting zoning and land use regulations**
- **Condemnation actions**
- **Litigating at the trial and appellate levels**
- **Intergovernmental Disputes and Litigation**

Contact us today to discuss your municipal law issues.



### **Metro Detroit Probate Administration, Litigation and Estate Planning Attorneys**

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Kirk, Huth, Lange & Badalamenti PLC probate and estate planning and administration practice includes a full range of probate and trust administration matters, representing fiduciaries, beneficiaries and other interested parties in Michigan probate courts. Our firm performs many services including initiating decedents' wills in probate, administration and distribution, preparing documents and other necessary filings. When an individual is rendered unable to handle his or her affairs, Kirk, Huth, Lange & Badalamenti PLC also has experience in assisting fiduciaries as well as in serving as trustee, guardian or guardian ad litem. In addition, probate courts have appointed our principals as fiduciaries in thousands of cases. Some of the matters handled by our Probate Team include:

- **Wills and Trusts**
- **Powers of Attorney**
- **Medical Powers of Attorney**
- **Guardianships**
- **Living Wills**
- **Life Insurance Trusts**
- **Family Limited Partnerships**
- **Living Trusts**
- **Educational Trusts**
- **Bypass Trusts**
- **Business Succession**
- **Medicaid Planning**
- **Special Needs Trusts**
- **Probate Administration**
- **Will and Trust Disputes**



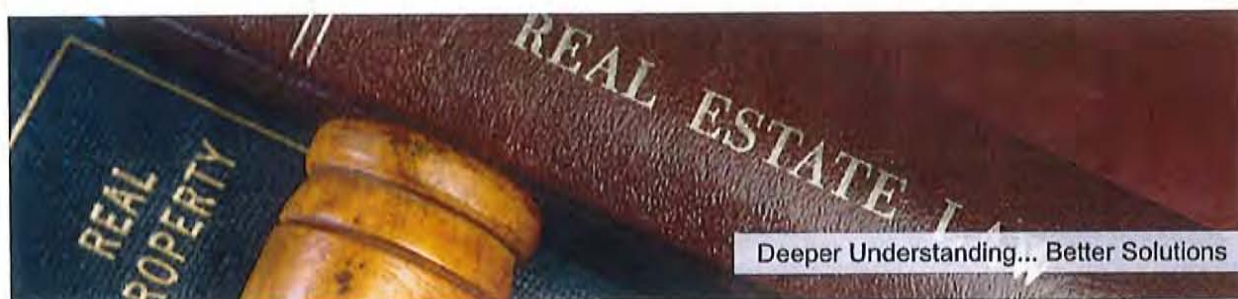
## **Metro Detroit Real Estate and Land Use Attorneys**

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Kirk, Huth, Lange & Badalamenti PLC attorneys are ready to assist you or your business with all of the various aspects of real estate transactions, including purchase or lease through construction, leasing and disposition, including, but not limited to, financial structuring and refinancing.

Our firm handles all forms of general real estate law, both transactional and litigation matters involving residential and commercial property, and all phases of development. We practice in the areas of construction law, lien law, and contracts law, and our experience includes Land Use and Planning for both municipal clients as well as individual property owners and developers, including the following:

- **Purchase and sale of improved and unimproved property**
- **Shopping center development**
- **Land development**
- **Landlord and tenant disputes, for residential and commercial clients**
- **Commercial lease negotiation and litigation**
- **Professional agreements**
- **Development of condominiums and planned unit developments**
- **Construction (contracts, disputes, loans)**
- **Development of unimproved property**
- **Environmental issues**
- **Equipment finance and leasing**
- **Foreclosure**
- **Zoning and land use, including variance special land use**



## Our Attorneys



**Robert W. Kirk**

Bob Kirk attended Western Michigan University and received a Bachelor of Science Degree in Business Administration in 1979. In 1983, he received his Juris Doctorate from Detroit College of Law/Michigan State University College of Law. (State Bar of Michigan member since 1983).

His experience includes the following: National Bank of Detroit, Bank Management from 1979-1980, Michigan State Senate Legislative Aide from 1980-1983 and Comerica Bank, Commercial Lending, Legal Counsel from 1983-1984. He has served as Secretary of the St. Clair Shores Tax Increment Finance Committee and as a member of the Shelby Township Zoning Board of Appeals. He has been appointed by the Attorney General to serve as Special Assistant Attorney General, and currently serves as a Macomb County Public Administrator. Mr. Kirk served as Assistant Macomb Township Attorney for four years (1984-1988). Since 1996, he has assisted as Township Attorney for Shelby Township, and since 2003 for Harrison Township, with an emphasis in land use. In April, 1995, he was elected to the Board of Directors of the First State Bank in Macomb County, Michigan and continues to serve in that capacity.



Mr. Kirk's specialties include municipal land use, business, banking and probate law. He also acts as a mediator and facilitator in civil matters. Mr. Kirk is also licensed to practice in the State of Florida.

### Primary Areas of Practice

- ❖ **Business & Banking Law**
- ❖ **Business Organizations**
- ❖ **Eminent Domain**
- ❖ **Land Use & Zoning**
- ❖ **Landlord/Tenant**
- ❖ **Litigation & Appeals**
- ❖ **Probate & Estate Administration**
- ❖ **Real Estate Law**
- ❖ **Trusts**
- ❖ **Wills**
- ❖ **Business Litigation**
- ❖ **Probate Litigation**
- ❖ **Municipal Law**







**Robert S. Huth, Jr.**



**Super Lawyers**

Rob Huth graduated in 1981 from L'Anse Creuse High School in Harrison Township. He attended Murray State University (B.S. 1985 and chosen "Outstanding Student Leader" on campus by Faculty) and received his Juris Doctorate from the Detroit College of Law (*cum laude*) in 1989. (State Bar of Michigan member since 1989). At the Detroit College of Law, Mr. Huth wrote for the Law Review. Mr. Huth was ranked first academically in his class when he accepted an offer to join the Detroit location of Dykema-Gossett in 1988. From 1988 until 1992, Mr. Huth served as a Harrison Township Trustee. In August of 1992 he joined Robert Kirk in private practice. He then served as a member of the Shelby Township Zoning Board of Appeals. Mr. Huth has been appointed by the Attorney General as a Macomb County Public Administrator and Special Assistant Attorney General. Mr. Huth is a member of the Municipal Law Section of the Michigan Bar Association. He has served as Shelby Township Attorney for more than nineteen years and Harrison Township Attorney since 2006. His expertise is in municipal matters relating to litigation, ordinance drafting and misdemeanor prosecutions and general litigation.

#### **Primary Areas of Practice**

- ❖ **Commercial and Business Litigation**
- ❖ **General Counsel Corporate Services**
- ❖ **General Litigation**
- ❖ **Government Affairs**
- ❖ **International Traffic in Arms Regulation ("ITAR")**
- ❖ **Motor Vehicle Accidents – Plaintiff and Defendant**
- ❖ **Municipal Law**
- ❖ **Personal Injury – Claims and Defense**
- ❖ **Probate Litigation**
- ❖ **Wills**





**Craig W. Lange**

**Linked in.**



Mr. Lange graduated from the Detroit College of Law (cum laude) in 1976 and Michigan State University in 1972.

Craig Lange has represented private and public sector employers in labor and employment-related matters since 1977. He has substantial, wide-ranging experience in labor and employment litigation, at both the administrative and judicial levels. He regularly acts as chief spokesperson at the collective bargaining table on behalf of clients and advises employers on a wide variety of matters, including discipline and discharge, contract interpretation and legislative compliance. He has advocated on behalf of public sector employers in enumerable Act 312 and fact finding proceedings. Mr. Lange has served more than fourteen years as an adjunct professor of law at the University of Detroit Mercy Law School, teaching negotiation theory and practice. He is also a frequent lecturer and contributor. He lectures for the Institute of Continuing Legal Education, the American Arbitration Association, the Michigan Public Employment Labor Relations Association, the Michigan Negotiator's Association, and the National Public Employment Labor Relations Association.

Mr. Lange is past-Chairman of the Troy Chamber of Commerce and the Troy Foundation for Educational Excellence. He is past-President of the Troy Rotary Club. Mr. Lange currently serves as Chairman of a Panel of the Attorney Disciplinary Board. He is a member of the State Bar of Michigan (Labor and Employment Law and Public Corporation Law Sections).

### **Primary Areas of Practice**

#### **❖ Traditional Labor Matters**

- **Collective Bargaining**
- **Contract Administration and Arbitration**
- **Grievance Arbitration**
- **Alternative Dispute Resolution**
- **Practice before the NLRB and MRC in unfair labor practice and representation election proceedings**
- **Act 312 Interest Arbitrations**
- **Act 78 Hearings**





**Raechel M. Badalamenti**



**Super Lawyers**

**Primary Areas of Practice**

❖ **Civil Litigation**

**Concentrations:**

- **Civil Rights Defense**
- **Premises Liability**
- **Auto Negligence**
- **Construction Law**
- **Contract Enforcement**
- **Employment Disputes**
- **Insurance Claims**

❖ **Government Practice:**

- **First Amendment/Civil Rights Claims**
- **Auto Negligence Claims**
- **Premises Liability Claims**
- **Recoupment/Indemnity**
- **Zoning Enforcement**
- **Claims involving Unfair Bidding Practices**
- **Fraud**
- **Racketeering or Antitrust Violations**

Raechel M. Badalamenti graduated from Eisenhower High School in Shelby Township. She received her Bachelor of Arts in less than 3 years from Oakland University. In 2004, she received her Juris Doctor from Wayne State University (cum laude). While in law school, she excelled in the moot court program and was awarded first place in the Law Day Competition before the Justices of the Michigan Supreme Court.

Ms. Badalamenti joined the firm as a law clerk in 2002 and expanded her practice through to becoming a partner in 2011. Her practice focus is in General Civil Litigation including Auto Negligence claims; Premises Liability/Slip & Fall claims; Civil Rights defense; First Amendment litigation; Municipal and Governmental Law and Litigation; Business Contracts, both negotiations and enforcement; Employment Litigation; Insurance Claims; and Construction Law. Ms. Badalamenti is a member of the Macomb County Bar Association and Young Lawyers Section.

Ms. Badalamenti has practiced in all levels of the Michigan state courts, the multiple Michigan federal district courts and the Sixth Circuit Court of Appeals. As a matter of course, she handles the pre-trial, trial and appellate stages of all types of civil litigation matters.

Ms. Badalamenti also specializes in a range of business services for start-up companies or large existing companies which are designed to avoid the potential for lawsuits in the future. This includes the creation of detailed business plans, partnership contracts, customer proposals, employment agreements and organizing documents. Her experience also includes Sale or Purchase of Businesses, Stock or Assets; Buy/Sell transactions; Collections; Commercial Lease preparation and enforcement; Non-Compete plans and enforcement; and Membership and Shareholder agreements.



Martindale-Hubbell®



2014 Top Women Attorneys in Michigan, as published in Hour Detroit magazine



**Rosemary V. Davis**



Rosemary V. Davis is an associate of the firm and concentrates her practice in the areas of general municipal law. Mrs. Davis graduated in 1989 from the James Madison College at Michigan State University with a Bachelor of Arts Degree. She obtained her Juris Doctorate Degree from the University of Detroit Mercy in 1992. She served on the District Character and Fitness Committee of the State Bar of Michigan. Mrs. Davis is a member of the Macomb County Bar Association and the State Bar of Michigan. Mrs. Davis has more than 15 years of experience with municipal zoning and ordinance prosecution matters and has previously served the City of Sterling Heights and the City of Fraser and currently serves the Township of Shelby and Township of Harrison. She handles matters in many areas of municipal, eminent domain, and land use and zoning law.

#### **Primary Areas of Practice**

- ❖ **Land Use & Zoning**
- ❖ **Criminal Law**
- ❖ **DUI/DWI**
- ❖ **General Litigation**
- ❖ **Government Affairs**
- ❖ **Municipal Law**
- ❖ **Municipal Litigation**
- ❖ **Real Estate Law**





**Maryanne J. Deneweth**



Maryanne Deneweth graduated from L'Anse Creuse North High School in Macomb Township, Michigan and received a Bachelor of Science Degree from Michigan State University. Ms. Deneweth graduated from Thomas M. Cooley Law School in 1999, receiving a Juris Doctorate (with Distinction). While attending Cooley, she was a member of the Journal of Practical and Clinical Law and wrote for the Cooley Environmental Journal. She has acted as a legal research clerk for the Macomb Circuit Court, working for the Hon. John B. Bruff, and as a research clerk with the Michigan Department of Natural Resources. A State Bar of Michigan member since 2000, Ms. Deneweth is also a member of the Macomb County Bar Association. She has served as a Special Assistant Attorney General.

Ms. Deneweth has successfully drafted briefs and argued before the Michigan Court of Appeals and the Michigan Supreme Court. A lifelong resident of the State of Michigan, she is a member of the Real Property and Appellate Sections of the State Bar of Michigan, as well as a member of the Women Lawyers Association of Michigan and the American Agricultural Law Association.

Her primary practice areas include Business and Commercial matters, Zoning/Land Use, Eminent Domain and Municipal matters, as well as legal research, drafting and transactional matters.

#### **Primary Areas of Practice**

- ❖ **Business & Commercial Law**
- ❖ **Business Organizations/Formations**
- ❖ **Civil Appeals**
- ❖ **Business and Commercial Litigation**
- ❖ **Contracts**
- ❖ **Eminent Domain**
- ❖ **Landlord/Tenant**
- ❖ **Land Use & Zoning**
- ❖ **Municipal Law**
- ❖ **Real Estate Law**
- ❖ **Business Organizations**
- ❖ **Commercial Litigation**





**Michael Taylor**

Michael Taylor graduated in 2001 from Lutheran High School North in Macomb Township. He graduated with a Bachelor of Arts in Economics from Kalamazoo College in Kalamazoo, Michigan in 2005. During his time at Kalamazoo College, Mr. Taylor played for its Division III Football Team and studied abroad in Oaxaca, Mexico.

In 2008 he received a Juris Doctor from Wayne State University Law School. During law school he clerked for the Hon. Colleen A. O'Brien of the Oakland County Circuit Court. Mr. Taylor began his legal career in 2008 as an associate attorney at the law firm of Burket Savage, P.C. in St. Clair Shores. By 2015, he was joined as a partner in Davis Burket Savage Listman Taylor in Mt. Clemens with his primary focus being in the areas of probate, estate planning and business law. Mr. Taylor joined the law firm of Kirk, Huth, Lange & Badalamenti, PLC as a Senior Associate in 2017 where he continues to represent individuals and families in guardianship and conservatorship proceedings, probate and trust administration, fiduciary representation and estate planning including drafting wills, trusts, powers of attorney and medical directives. Mr. Taylor also practices in the areas of business planning, mergers and acquisitions, succession planning, commercial transactions and litigation, real estate law and property tax appeals.

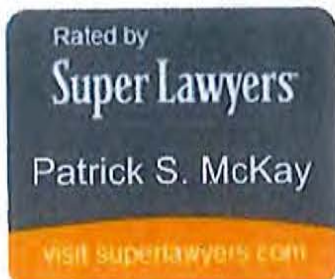
In addition to practicing law, Mr. Taylor currently serves as the Mayor of the City of Sterling Heights. He was first elected to the Sterling Heights City Council in 2009 at the age of 26. In 2014 he was appointed as mayor and was elected to his first full term in 2015. Mr. Taylor holds the distinction of being the youngest mayor of any city with more than 100,000 residents in the United States.

He is a member of the State Bar of Michigan, the Macomb Probate Bar Association, the South East Michigan Council of Governments and the Michigan Mayors Association. He is the former presiding officer of the Millennial Mayors Congress, and is actively involved with the Sterling Heights Chamber of Commerce and many other local organizations and charities.

In his spare time he enjoys golfing and spending time with his wife Christina and their three children, Clara, Hudson and Theodore.



**Patrick S. McKay**



Patrick McKay graduated in 2001 from Notre Dame High School in Harper Woods. He attended Marian University in Fond du Lac, Wisconsin and graduated (cum laude) in 2005 with a Bachelor of Science in Business Administration with a double-major in Marketing and Management. In 2005, he was chosen "Marketing Student of the Year" by the Marian University Faculty and was a finalist for Student-Athlete of the Year and Student of the Year. While attending law school he worked as a law clerk for Kirk, Huth, Lange & Badalamenti, PLC. In 2008, he received his Juris Doctor from the University of Detroit Mercy School of Law and was hired as an attorney by Kirk, Huth, Lange & Badalamenti, PLC.

Mr. McKay is a member of the State Bar of Michigan (Real Property and Labor & Employment Sections), the Macomb County Bar Association, and has been admitted to practice in the United States District Court for the Eastern District of Michigan and the United States Court of Appeals for the Sixth Circuit. In 2013 and 2014 he was rated as a Rising Star by SuperLawyers.

Mr. McKay has a vast array of experience in civil litigation cases, some of which have focused on employment, contracts, construction lien foreclosure, shareholder/member disputes, personal injury, and municipal claims and defenses. He has worked alongside banks and court appointed receivers regarding Receivership litigation, business operations, real property management, collections and the liquidation and sale of real and personal property.

Mr. McKay also provides advice and services to business entities. This includes the creation and review of bylaws, operating agreements, buy/sell agreements, stock and asset redemption agreements, employment agreements, non-compete agreements and manufacturing and supply contracts. Further, he has represented individuals and corporate entities regarding their real estate transactions and associated needs.

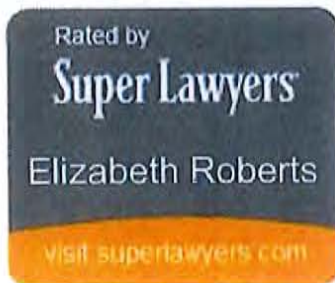
#### **Primary Areas of Practice**

- ❖ **Receiverships**
- ❖ **Business & Banking Law**
- ❖ **Shareholder Disputes**
- ❖ **Labor & Employment Law**
- ❖ **Civil Litigation**
- ❖ **Municipal Defense**
- ❖ **Personal Injury, including, Motor Vehicle Accident, Slip & Fall and Products Liability**
- ❖ **Landlord/Tenant & Land Contracts**
- ❖ **Real Estate Law**
- ❖ **Land Use & Zoning**
- ❖ **International Traffic in Arms Regulations ("ITAR")**





**Elizabeth Roberts**



Elizabeth P. Roberts graduated from Eisenhower High School in Shelby Township, Michigan. She received her Bachelor of Arts in Political Science from Oakland University in just 2 years with honors. At Oakland University, Ms. Roberts was a member of the National Political Science Honor Society, Nu Omega/Oakland University Chapter and was elected Secretary of Pi Sigma Alpha. In 2011, she received her Juris Doctor from Wayne State University Law School.

Ms. Roberts joined Kirk, Huth, Lange & Badalamenti, PLC as a clerk in 2007. She was offered the position of Associate Attorney upon graduation from law school. Ms. Roberts is now a member of the State Bar of Michigan and Macomb County Bar Association.

Her practice includes all aspects of general, insurance and business litigation in the state and federal courts. Ms. Roberts is both a trial and appellate advocate. Ms. Roberts also routinely assists business clients with organization, contract drafting, business plans, partnerships, employment agreements and pre-suit contract enforcement.

#### **Primary Areas of Practice**

- ❖ **General Civil and Commercial Litigation**
- ❖ **Civil Rights Defense**
- ❖ **First Amendment Claims**
- ❖ **Municipal Defense**
- ❖ **Personal Injury, including, Motor Vehicle Accident, Slip & Fall and Products Liability**
- ❖ **Land Use & Zoning**
- ❖ **Contract Disputes**



**Robert Carollo**



**Super Lawyers**

Robert Carollo graduated from Chippewa Valley High School in Clinton Township in 2005. He obtained a Bachelor of Arts in Economics and Business in 2009 from Kalamazoo College in Kalamazoo, Michigan. Apart from his studies, Mr. Carollo was a four-year letter winner for the Kalamazoo College Division III Football Team.

In 2012, he received a Juris Doctor from the Michigan State University College of Law. He was a Captain on the Michigan State Appellate Moot Court Executive Board, ranking #12 nationally by the Law School Advocacy Group during his tenure and his team placed 2nd Overall in the John Marshall Information Technology and Privacy Law International Moot Court Competition.

Mr. Carollo began his career as a Clerk for the Honorable David Viviano of the Macomb County Circuit Court. He was also the Senior Law Clerk at the Lansing law firms Dalimonte Law, P.C. and The Senior Citizen Law Center, P.C. where he assisted in matters ranging from civil litigation to real property disputes.

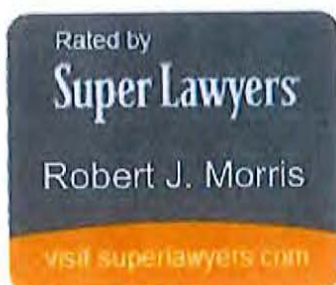
In the summer of 2012, he joined the litigation team of Kirk, Huth, Lange & Badalamenti, PLC, specializing in civil and commercial litigation matters including contract disputes, personal and business tort claims, personal injury cases, probate litigation, municipal law and litigation, association, condominium law, labor and employment law, products liability and real property matters. Mr. Carollo practices at both the trial and appellate levels of the Michigan and Federal judiciary. He also routinely assists business clients with organization and formation, contract drafting, business plans, partnerships, employment agreements and pre-suit contract enforcement.

Mr. Carollo is a member of the State Bar of Michigan, the Macomb County Bar Association, and has also been admitted to practice in the United States District Court for the Eastern District of Michigan. In his spare time he is an avid golfer and Detroit sports fan. He also is involved with the local community having assisted in coaching multiple youth sports programs in and around Clinton Township.





**Robert Morris**



Robert J. Morris graduated from Notre Dame Preparatory School in Pontiac in 2002. In 2006, he obtained his Bachelor of Arts from Michigan State University. Mr. Morris acquired his Resident Producer License in 2008 and worked as a property and casualty agent with Morris Insurance Group. In 2011, he received his Juris Doctor from Michigan State University College of Law. While at Michigan State University, Mr. Morris served as Treasurer of Pi Kappa Alpha. He was also a Student Clinician in the Small Business and Non-Profit Clinic at Michigan State University College of Law.

Mr. Morris began his legal career as an intern for the Honorable Linda Davis of the 41-B District Court. He subsequently completed a judicial clerkship for the Honorable Peter J. Maceroni of the Macomb County Circuit Court.

Mr. Morris joined Kirk, Huth, Lange & Badalamenti P.L.C. in 2012. Given his insurance background, his practice focus is in General Civil Litigation including Insurance Claims; Auto Negligence Claims; Premises Liability/Slip & Fall Claims; Civil Rights Defense; First Amendment Litigation; Municipal and Governmental Law and Litigation; Business Contracts; and Construction Law.

Mr. Morris is a member of the State Bar of Michigan, the Macomb County Bar Association and the Oakland County Bar Association. In his spare time he enjoys hockey. In addition to his love of hockey, he enjoys golf and he is an avid angler, enjoying both fresh and salt-water fishing. He is also a reserve officer with the Macomb County Sheriff's Department.

#### **Primary Areas of Practice**

##### **❖ Civil Litigation Concentrations:**

- **Civil Rights Defense**
- **Premises Liability**
- **Auto Negligence**
- **Contract Enforcement**
- **Construction Law**
- **Insurance Claims**

##### **❖ Government Practice:**

- **First Amendment/Civil Rights Claims**
- **Auto Negligence Claims**
- **Premises Liability Claims**
- **Zoning Enforcement**



**Salvatore D. DeBlasi Jr.**



Salvatore D. DeBlasi Jr. graduated from Notre Dame Preparatory School in Pontiac in 2006. He received a Bachelor of Arts degree in Sport Management from the University of Michigan. In addition to his studies, Mr. DeBlasi served on the Executive Board of the Sport Business Association and gained experience working in the New Media Department for the Detroit Red Wings. Mr. DeBlasi received his Juris Doctor from the University of Miami School of Law (magna cum laude) while being a member of the Intellectual Property Law Society.

Mr. DeBlasi began his career at Levant & Levant P.L.L.C. where he assisted in business, real property and foreclosure disputes. From there, he clerked for the Honorable Annette Berry of the Third Judicial Circuit Court of Michigan, Criminal Division. Mr. DeBlasi joined Kirk, Huth, Lange & Badalamenti, PLC as a law clerk in 2012 and was offered an Associate Attorney position upon becoming a member of the State Bar of Michigan.

His legal practice is focused on civil litigation matters including business & municipal law, contract claims, insurance coverage disputes, real property disputes and copyright and trade secret claims. Mr. DeBlasi is a passionate Detroit sports and Michigan fan and continues his love for sports by also working for the Detroit Lions Game Day Operations Staff.





**Ryan J.L. Fantuzzi**

Ryan J. L. Fantuzzi graduated valedictorian from Stevenson High School in 2004. He went on to the University of Michigan where he obtained a Bachelor of Arts Degree in 2008. Mr. Fantuzzi's undergraduate studies included work amending the state constitution, which gained him the prestigious title of one of U of M's "Students of the Year" by the Michigan Daily alongside NFL top draft pick Jake Long and Olympic gold medalist Michael Phelps. Upon graduation, he taught high school Algebra for two years in Ann Arbor.

Mr. Fantuzzi next attended law school at the American University in Washington D.C. from which he obtained a Juris Doctor magna cum laude in 2013. He passed the Virginia Bar Examination and was admitted to practice there in 2013. While in D.C., Mr. Fantuzzi worked on e-Discovery matters at the Environmental Protection Agency in the Office of Enforcement and Compliance Assurance. He also worked on a variety of political causes, including matters regarding children's rights with the non-profit organization First Star. From 2012 to 2014, he was a consultant for the American Civil Rights Union on matters of law and policy with a focus on voting rights and entitlement programs.

In 2014, Mr. Fantuzzi moved back to Michigan to join the law firm of Kirk, Huth, Lange & Badalamenti, PLC. He passed the Michigan Bar Examination and was admitted to practice the same year. As an associate at KHLB, Mr. Fantuzzi specializes in municipal law and state/federal litigation with a focus on contract and business disputes. He has also been published in the Labor and Employment Lawnotes (Volume 25, No. 2). He is presently a member of the American Bar Association, the Macomb County Bar Association and actively supports the Macomb County's Young Lawyers Section and Women's Lawyers Association.

He treasures calling Michigan home and enjoys spending time with his family. In his spare time, he writes fiction with a creative writing group and enjoys weight-lifting.

## KIRK, HUTH, LANGE & BADALAMENTI, PLC



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## HIGHLIGHTS FROM RECENT LITIGATION MATTERS

### I. POLICE MISCONDUCT CLAIMS

#### *Plaintiffs (multiple) v City of X, Police Commissioner and Detectives A and B*

In this case, 42 initial Plaintiffs brought 7 claims on the predicate that Special Investigations Division of X Police Department violated their constitutional rights in pre-warrant traffic stops and two resulting search warrant executions in July and September 2015 at 29601 Hoover Road. Without building permits or a certificate of occupancy, this PB-zoned property was being operated as a marihuana dispensary with grow rooms in the basement. We removed the case to federal court and, it being apparent the claim was intended to hamper efforts to regulate the property, a Counterclaim and Motion for Preliminary Injunction against continued use was filed. Judge Levy granted a preliminary injunction and extended that after several months to include a stop work order. A Motion for Summary Judgment on the Counterclaim was granted and a permanent injunction issued. Those rulings significantly impacted the Judge's view on the overall case. Consequently, a Motion to Dismiss all but 2 claims by 6 Plaintiffs was granted mid-discovery. When discovery concluded, dispositive motions were filed on the remaining claims. Judge Levy has directed the parties that the motions will be granted including, to some extent, the request for sanctions by City. In lieu of doing so, she is providing the parties with time to facilitate a settlement whereby the City receives title to the PB-zoned property along with a full release.



**Plaintiff Individual and Plaintiff Business v. Township:**

In this federal case, Plaintiffs alleged selective enforcement of municipal and state laws against them and their patrons resulting in loss of business and profits, substantive and procedural due process violations, a violation of the equal protection laws and libel/slander. The suit was predicated upon bias by the Police Department given the Plaintiff's affair with a retired police sergeant's wife. Plaintiff Business, a bar in the Township, allegedly went out of business as a result of patron arrest in the parking lot.

In discovery, Plaintiffs were able to show hundreds of instances of police presence. However, Defendant Township was able to secure cooperation of the State Liquor Control Commission and other local governmental agencies with findings, statistics and information regarding Plaintiffs to demonstrate the legitimacy of police presence and criminal investigations at Plaintiff's tavern. At the close of discovery, Defendant Township's Motion for Summary Judgment was granted on all counts. The decision was affirmed by the Sixth Circuit Court of Appeals. Discovery amounting to a fishing expedition hoping to compare Plaintiffs' establishment with police efforts at other liquor establishments in the Township was successfully blocked. Summary judgment was later granted on the basis that an unlawful policy of selective enforcement could not be established. The Sixth Circuit affirmed dismissal.

**Plaintiff v. City and City Police Officers A, B, C, D, E, F, G and H:**

In this federal case, Plaintiff alleged he was pulled out of his vehicle, thrown to the ground and then beaten by police officers in violation of 42 USC §1983 after he stopped the vehicle and submitted to an arrest on an outstanding burglary warrant. Plaintiff had a fractured ankle in a soft cast at the time of the arrest. He claimed that the officers stomped on that ankle after he was on the ground which necessitated surgery. He also claimed neck, back and head injuries. Plaintiff claimed to be in constant pain and was still treating. He also submitted evidence of discharge from employment and replacement employment due to his inability to perform certain essential functions of a general labor position.

Prior to the close of discovery it was revealed that 6 of the named-Defendants had no physical contact with Plaintiff. Following the filing of a Motion for Sanctions, Plaintiff dismissed all claims against these Defendants. After the close of discovery, Defendants' Motion for Summary Judgment was granted in its entirety resulting in dismissal of the case as to the remaining 2 named-Defendants. Specifically, Defendants used a slow-version video that combined the multiple views from the squad cars involved in the arrest to discredit Plaintiff's version of events. Defendants also supported the Motion by retaining an expert to attest that the ankle fracture was essentially unchanged pre and post arrest. The Judge reviewed the video with counsel during the 1.5 hours of oral argument on the Motion before dismissing all claims.

**Plaintiff v. City and City Police Officers A, B and C, Detective D and Commissioner**

The case was filed a few months after the arrest of Plaintiff who claimed he was beaten by police officers after he surrendered. He admitted to initially resisting arrest and that he was intoxicated at his mother's home when she called 911 to report his assault of her person. CL did sustain injuries during the arrest and there was no video to establish whether or not the amount of force



used was reasonable. However, we were able to work together with prosecutors in the still-pending related criminal proceeding to help ensure a proper plea was obtained. That plea required dismissal of the claims against the Officer Defendants. The remaining claim for negligent training and supervision against the Police Commissioner and the City was dismissed when the Judge granted a pre-close of discovery dispositive motion.

#### **Plaintiff v. Township Police Officer**

In this state case, Plaintiff asserted claims for stalking pursuant to MCL 600.2954, trespass, assault and intentional infliction of emotional distress regarding Defendant-Officer's investigation for her estranged husband in connection with a robbery case. She claimed that the Defendant-Officer had caused her to be in imminent fear for her safety by conducting round-the-clock surveillance, pounding on her windows in the middle of the night, scaring her children, detaining her on her front porch without cause, entering her home without consent, verbally assaulting her and stopping her vehicle without any legitimate basis. She introduced evidence of psychological treatment and sought damages for harassment/emotional distress.

Defendant filed a Motion for Summary Disposition discounting Plaintiff's story and describing in detail the "knock and talk" procedures used by the Defendant-Officer. The Motion asserted that Plaintiff's refusal to cooperate during the 13 month robbery investigation created a legitimate basis for the Officer's surveillance and other actions which completely barred the claims for harassment stalking under MCL 750.411(h)(1)(c). The Judge agreed and dismissed the case in its entirety.

#### **Plaintiff v. City Police Officers A and B**

In this federal case, Plaintiff alleged he was beaten by Officer A and held in a restraint chair for eight hours by Officers A and B while in police custody on a misdemeanor urinating in public offense. Police video showed the incident. All parties agreed that Officer A used a 'take down' technique when Plaintiff did not stop talking to another inmate in the booking room. Plaintiff claimed he sustained a chipped tooth, cracked rib and other injuries. He claimed he was unable to return to work as a result of the injuries. Plaintiff also alleged false arrest and malicious prosecution in connection with his 45 day incarceration on the basis that Officers A and B added an assault upon a police officer charge to cover up their purported misconduct. Plaintiff pled guilty to urinating in public and the prosecutor dismissed the assault and battery charges. His demand at facilitation was \$200,000.00.

Defendants' Motion for Summary Judgment resulted in dismissal of the false imprisonment and false arrest claims as to Officers A and B and a complete dismissal of Officer B. In preparation for trial, Defendants shared the evidence they would present regarding the Plaintiff's history of alcohol abuse, past-medical conditions and sketchy work history that eliminated, in large part, any claim of work loss. Defendants' trial pleadings asserted that since Plaintiff was intoxicated at the time of the incident they had reasonable cause to believe that he was a threat when he refused to follow simple instructions. To preserve the Defendants' right to recoup sanctions in the event of a favorable trial verdict, Defendants made an Offer of Judgment pursuant to Fed.R.Civ. P. 68 for the sum of \$10,000.00 which was accepted on the eve of Trial.



**Plaintiffs 1 and 2 v. Township Police Officers A, B and C.**

In this federal case, Plaintiffs alleged that they were wrongfully arrested and beaten when Township Police left their jurisdiction to respond to an off-duty officer's call reporting that Plaintiff 1 was threatening her on her front porch. Plaintiffs claimed they left the off-duty officer's residence without incident and had no intention to return when three men they did not know to be undercover police officers accosted them in their driveway. Given that he was on parole at the time, Plaintiff 1 was incarcerated for 18 months before the charges related to the incident were dismissed. He sought damages for contusions and lacerations received in the struggle, humiliation, emotional distress and the loss of his freedom for 18 months. Plaintiff 2 sought compensation for alleged injuries to his face, head, tooth and back in the struggle and post-traumatic stress disorder. Plaintiffs demanded \$2,000,000.00 at the close of discovery.

Defendants' Motion for Summary Judgment was denied after the Court found questions of fact regarding jurisdictional limitations, probable cause to detain post-incident and whether there had been a use of excessive force. After 6 days in Trial, the parties settled for \$250,000.00.

**Plaintiffs 1 and 2 v Macomb County Sheriffs A and G, DEA Agents B, C, D and E, Michigan State Police Lt. F, Wayne County and Police Sergeant H**

Plaintiffs alleged use of excessive force during a DEA-led raid that was conducted as part of the joint drug enforcement program known as Operation 8 Mile in 2007. The claim was filed just before the statute of limitations ran and records from the 3-day program could not, in large part, be located. The records that did exist made the role of each law enforcement agency's officers unclear and seemed to mix up detail between 2 addresses with the same house number that were raided within minutes of one another. We secured dismissal of City X's Police Officer through summary judgment. After a Trial resulted in a directed verdict as to the remaining parties, the dismissal of City X's Police Officer was appealed along with the rest of the case. The dismissal of our Officer was affirmed. On remand as to the other Defendants, we were asked to represent one of the DEA Agents. We secured his dismissal for \$5,000 before any resources were spent on preparing the case for a new Trial.

**Officer A v. Defendants/Counter and Third Party Plaintiffs A and B**

Officer A filed a district court case against Defendant for medical bills incurred when Defendant's pit bull attacked her while she was on duty. Defendant and Third-Party Plaintiffs asserted a counterclaim against Officer A for trespass, assault and battery upon her person and reckless destruction of property arising out of the gunshot inflicted on the pitbull by Officer A so it would unlock its jaw and release her body. The incident unraveled after Officer A responded to an armed robbery report at a 7-11 convenience store a few blocks from SB's home. The store clerk gave a description of a white male suspect and stated he left on a mountain bike in a specified direction. Officers located a bicycle matching the description in front of Defendant's house, which was in the direction of travel described. Upon checking the backyard, the Officers were met by three aggressive pit bulls. At the conclusion of an expedited discovery schedule, we appeared ready to start Trial but Defendant's counsel did not. A default was entered and upheld that provided Officer A with reimbursement of her medical bills plus a judgment for City against Defendants, Third-Party Plaintiffs and their counsel for \$20,000 given the finding that the counterclaim was frivolous.



## **II. FIRST AMENDMENT, DUE PROCESS AND EQUAL PROTECTION CASES**

### **Plaintiff Organization and Plaintiff Member v. City and Mayor**

In this federal case, Plaintiffs sought an emergency order enjoining City from putting up a Christmas display in the atrium of City Hall because it included a nativity scene without a counter-representation of non-religion. Plaintiffs also sought damages for an alleged violation of their First and Fourteenth Amendment rights after City denied their request have an offensive "Winter Solstice" sign placed immediately next to the nativity scene.

Defendants successfully opposed the request for an emergency injunction and the usual Christmas display was permitted in City Hall. Defendants then moved for summary judgment of the claim on the basis that the atrium of City Hall is a non-public forum so that the offensive sign could be excluded based on content or, at best, a limited public forum such that the offensive sign was properly rejected for legitimate business reasons. The Judge agreed and dismissed the case in its entirety. Plaintiffs appealed. In response to some of the new arguments raised by Plaintiffs on appeal, Defendants asserted that the Christmas display constituted government speech such that the City had a right to control the message that will be attributed to it as the speaker. In the landmark decision, the Sixth Circuit agreed to hold that (a) the atrium inside City Hall is a limited public forum in which disruptive or distracting speech can be excluded for legitimate business reasons; and (b) a municipal holiday display constitutes government speech.

### **Plaintiffs 1 and 2 v. City**

In this federal case, Plaintiffs asserted a violation of the First Amendment and 42 USC §1983 after City denied a permit to erect a topless cabaret in its Downtown District. City had ordinances in place prior to Plaintiff's acquisition of the property that already excluded a topless cabaret in the District but were amended concurrent with Plaintiffs application for a sexually oriented business license. Based on a record, Plaintiff asserted certain members of City Council had a desire to eliminate sexually oriented business from the City. Plaintiffs' sought damages for lost profits and the inability to develop/use their commercial property. At facilitation, Plaintiffs demanded in excess of \$5,000,000.00.

Using experts in land use, Defendants asserted that the City's Ordinances before and after Plaintiffs' acquisition of the property were constitutionally valid in that they were (a) aimed at negative secondary effects of sexually oriented business; (b) not enacted for an improper purpose; and (c) provided for adequate alternative avenues of expression. Plaintiffs also retained an expert in the area of topless cabarets. Using his 6,000 page report, Plaintiffs' filed a Counter-Motion for Summary Judgment. Holding that the City did not violate the First Amendment, the federal Judge granted Defendant City's Motion for Summary Judgment, denied Plaintiffs' Cross-Motion for Summary Judgment and dismissed the case in its entirety. Plaintiffs appealed and the Sixth Circuit affirmed.



### **Plaintiff v. District Judge**

In this federal case, Plaintiff asserted that he was denied equal protection when the District Judge presiding over his criminal prosecution was biased, did not provide him adequate defense counsel and did not act appropriately under the judicial canons. He asserted he was incarcerated for over two years as a result of the improper judicial conduct and lost his home in foreclosure during this time period. He sought \$700,000.00 in damages.

Despite feverish opposition, Defendant successfully had this case dismissed after Plaintiff was unable to provide a more definite statement of his claims or participate in meaningful discovery as required by the federal rules. When Plaintiff appealed, the Sixth Circuit affirmed dismissal recognizing Defendant's alternative argument that the case was barred by qualified and/or absolute immunity in addition to the procedural basis for dismissal. Plaintiff's writ for review by the United State Supreme Court was denied.

### **III. PREMISES LIABILITY**

#### **Plaintiff Homeowners v. Contractor**

In this state case, Plaintiffs claimed defective workmanship, failure to disclose latent conditions and breach of warranty in connection with Defendant's construction of their manufactured home approximately 2 years prior. An initial motion based on the contractual obligations of the parties narrowed the claims to only warranty and fraud.

Discovery revealed the conditions being complained of did exist but the nature of them created questions on causation. Defendants were able to subsequently uncover certain modifications by homeowners and show that these caused or contributed to the conditions in issue. These modifications voided the remaining warranty claims and extinguished any fraud claim where Defendant could not have known about a defect that did not exist pre-modification. Defendant's Motion for Summary Disposition was granted.

#### **Plaintiffs v. Condominium Site Developer Defendant**

In this state case, Plaintiffs asserted poor workmanship, fraudulent misrepresentation and breach of warranties by Defendant condominium site developer after mold developed and/or was found in the pre-existing crawl space of a condominium building. The development project included new buildings and condominium conversions. The purchase contracts made express disclosures about the conversion buildings that were shown to be contrary to the conditions in existence at the time of the lawsuit. Plaintiffs demanded remediation of the property at substantial expense and damages for purportedly resulting medical conditions. However, discovery and retained experts discounted all claims of illness and illustrated the less costly remediation alternatives available. The matter was settled for \$100,000.00.

Defendant recovered a portion of the settlement paid as a result of a third-party action for indemnity and recoupment against the former owner of the site.



### **Plaintiff v. City**

In this state case, Plaintiff claimed that he sustained a spiral ankle fracture requiring surgery when he fell in a defective portion of the roadway under the City's jurisdiction. There were no witnesses to the fall and Plaintiff was unsure of what defect in the roadway specifically caused him to fall. The concrete roadway at the location had been flagged as defective a year prior and was replaced shortly after Plaintiff fell. After the fall, Plaintiff did not treat the injury for weeks and had still not had the recommended surgery due to lack of insurance. Either as a result of the fall itself or the delay in treatment, it was undisputed that Plaintiff's limitations and pain would be permanent. Plaintiff claimed he was unable to work for two-years and sustained a loss of earning capacity. He demanded \$300,000.00 at the close of discovery.

When the proofs revealed a substantial criminal history and unrelated reasons for the lack of employment, Plaintiff stipulated to waive any claim for lost income or earning capacity in response to a Motion to Strike. Defendants then moved to dismiss the case given how confused Plaintiff had become during his deposition. Specifically, Defendant asserted that Plaintiff did not fall in a portion of the "highway" to avoid government immunity using the exception at MCL 691.1402 and/or "slipped" on a natural accumulation of ice in the cracks of the roadway which does not give rise to governmental liability under MCL 691.1402. Defendant stressed that the Plaintiff could not allege a speculative theory of his fall that was contrary to the record evidence in order to try to fit within the exception. After oral argument, but before the Judge issued a ruling, the matter settled for the nominal sum of \$10,000.

### **Plaintiff v. City and Utility Company**

In this state case, the adult Plaintiff claimed he fell off his bicycle upon encountering a plastic utility box with a lip edge over three-inches above the level of the concrete sidewalk. He sought to hold the Defendant-City liable for allowing the sidewalk to exist in a dangerous condition as permitted by the highway exception at MCL 691.1402 to governmental immunity. He sought to hold the Defendant-Utility Company liable for negligence in constructing/failing to maintain the utility box. Plaintiff was thrown from his bicycle and landed on his side. He sustained multiple contusions, a concussion and a fracture of his left humerus that required a shoulder reconstruction surgery with placement of a prosthetic.

Defendants gathered evidence regarding Plaintiff's history of drug and alcohol dependency and maintained that Plaintiff's claim would, at a minimum, be discounted based on his comparative negligence. Defendants also showed that Plaintiff had been disingenuous with respect to his employment history and claim for lost wages. Plaintiff's lowest demand was \$230,000.00 from each Defendant. However, the case evaluation process resulted in an award of only \$30,000.00 against each Defendant. The City then filed a Motion for Summary Disposition asserting that the utility box was a fixture separate and apart from the sidewalk such that the exception at MCL 691.1402 could not apply. Prior to hearing on these Motions, Plaintiff accepted a settlement of \$22,000.00 from the City Defendant.



#### **Plaintiff v. City**

In this state case, the adult Plaintiff claimed that he sustained serious arm and shoulder fractures necessitating surgery after he fell off his bicycle due to a 2 inch deep crack in the middle of the roadway. His lowest demand prior to Trial was \$100,000.00.

Defendant's Motion for Summary Disposition was denied on the basis that there were questions of fact regarding whether (a) the City knew or should have known about the defect; and (c) the defect constituted a dangerous and defective condition of the roadway. The jury trial lasted 3 days before a verdict of no cause for action was returned in favor of the City.

### **IV. NO-FAULT CLAIMS/PRIORITY DISPUTES/SUBROGATION**

#### **Plaintiff Insurance Company v. Self-Insured City**

Plaintiff Insurance Company filed suit to recoup certain personal insurance protection benefits paid on behalf of its insured under a medical plan after he was injured in a motor vehicle accident. The insured was the occupant of an uninsured vehicle and was not covered by any automobile insurance policy. Plaintiff originally demanded \$80,000, but increased its demand to \$110,000 as treatment continued. The City acknowledged that it was first in priority to pay medical bills but disputed necessity and the relationship of the treatment to the motor vehicle accident. The matter was settled for a one-time payment of \$40,000.00 in exchange for a waiver and release of all claims for future personal insurance protection benefits.

#### **Plaintiff v. Insurer A and Self-Insured City B**

Plaintiff filed suit against Insurer A and Self-Insured City B for past due medical bills exceeding \$76,000 for injuries sustained in an automobile accident. The Defendants disputed priority given the competing coordination of benefit terms in their respective policies. After full briefing, the parties settled the matter after recognizing that the government plan is not covered by the ERISA coordination rule.

### **V. AUTOMOBILE NEGLIGENCE**

#### **Plaintiff v City of Z and Employee O**

Plaintiff EM sought first party no fault benefits in avoidance of governmental immunity from the City of Z and damages on a serious impairment theory against the City and its employee who was driving a City-owned vehicle that struck EM who was driving in the roadway on a moped. The impact of the accident was partially caught on video. EM's injuries were substantial and he was hospitalized for several weeks after the accident. He did not have any no fault coverage of his own and was not required too given the engine size and specifications of the moped. At the close of discovery, summary dismissal of the third-party claim was pursued on the basis that no reasonable juror could conclude Employee O was grossly negligent and/or "the" proximate cause of the accident as required to avoid governmental immunity. On the date of the hearing, Plaintiff appeared ready to accept a settlement from City for just the medical bill part of his first-party claim. A full release and dismissal with prejudice followed.



**Plaintiffs 1 and 2 v. Driver and Employer/Vehicle Owner**

In this state case, Plaintiff 1 claimed injuries resulting from a serious highway accident wherein her vehicle was struck from behind by a full size garbage truck traveling in excess of 30 miles per hour. Plaintiff 2 claimed a loss of consortium from his wife's injuries. The evidence showed that the Plaintiff 1 had switched lanes in front of the Defendant-Driver when she observed an 18 wheel car-hauler stopping in front of a car dealership on the highway. The Defendant-Driver did not notice Plaintiff 1 or the car hauler until he had insufficient time to avoid colliding with the rear end of Plaintiff's vehicle. Plaintiffs claimed that Plaintiff 1 was limited in all activities of daily living as a result of injuries to her head, neck, shoulders, arms, knees, back and chest. Medical records corroborated her injury claim.

Medical records revealed that Plaintiff 1 may have had pre-existing conditions. At her deposition, she was unable to adequately describe the differences in her day-to-day limitations pre versus post motor vehicle accident. Thus, Defendants moved for summary disposition on the basis that she did not sustain a serious impairment of an important body function as is required by MCL 500.3135(1) to recover against a third-party in the motor vehicle accident context. Prior to hearing on the Motion, the parties attended court-ordered facilitation whereupon the matter settled for the sum of \$50,000.00.

**Plaintiff v. Driver and Employer/Vehicle Owner**

In this state case, Plaintiff claimed she sustained injuries when she collided with an on-duty police vehicle responding to a motor vehicle accident on the opposite side of the same intersection. Plaintiff was proceeding on green. The police vehicle had flashers on but no siren as he proceeded through a red light without yielding or stopping. Plaintiff claimed she sustained a fractured rib, herniations at various levels of her spine and internal injuries. She was still being treated 2 years after the accident. She had also reduced work to a part-time, lower-pay position as a result of physical limitations.

The Defendant-Driver was dismissed on summary disposition on the basis he was immune from liability under MCL 691.1407(2) where there was no evidence of gross negligence on his part in the accident. The City's liability, need only an ordinary negligence standard, was resolved before Trial for a total sum of \$15,000.00.

**Plaintiff v. Driver and Employer/Vehicle Owner**

Plaintiff alleged serious injuries to his face, head and torso, including internal injuries, after he ran his moped/motorcycle into the side of a vehicle making a left turn in his path. Plaintiff had the right of way but was not stable given the lack of proper lighting on his moped/motorcycle. Discovery substantiated the claim of injury but also provided evidence of possible intoxication. The defense focused on whether the moped, which was registered with the State of Michigan, had to be insured. An adverse inference was requested against Plaintiff because he scrapped the bike post-accident but pre-suit and could not locate any manual or purchase information.



At his deposition, Plaintiff demanded \$1Million after the filing of Defendants Motions for Adverse Inferences and Partial Summary Disposition. The case was settled for a total of \$15,000.00.

## **VI. INSURANCE DEFENSE/EMPLOYMENT/GENERAL LITIGATION**

### **Plaintiff Insurance Company v. City A, Insurance Company B and Employee C**

In this state case, Plaintiff insurance company sought to recoup for damages to its insured's building and business resulting from a fire that originated on City's property when a vehicle being modified by Employee C exploded. The claim exceeded \$250,000 and was still open. City A and Insurance Company C were granted summary disposition after establishing that Employee C was not engaged in a work activity or authorized to be modifying the vehicle on City property. Employee C was unrepresented.

### **Plaintiff v. Former Employer A and Managers B and C**

In this state case, Plaintiff filed suit against her former employer and two of its principals/managers alleging wrongful discharge, breach of contract, gender discrimination and hostile work environment. Defendants unsuccessfully tried to resolve the case using an in-house attorney. After retaining outside counsel, Defendants conducted aggressive discovery that revealed that Plaintiff had taken employment in violation of a Non-Compete Agreement. When Defendants served the proposed Counter-Complaint and a Subpoena to Plaintiff's current employer, the Plaintiff dismissed all claims in exchange for a mutual release.

### **Plaintiffs 1, 2 and Company v. Former Partners A and B**

Plaintiffs filed this state claim to counter a then-pending lawsuit by Former Partners A and B to compel certain releases and transfer documents signed in conjunction with a buy-out following a default upon the parties' bank loan. Plaintiffs asserted that the buy-out constituted a sham transaction for which Former Partners A and B should be liable for conversion, breach of fiduciary duties and breach of contract. The case was combined with the pre-filed lawsuit by Former Partners A and B. Relying on the releases signed by Plaintiffs and executed on behalf of the Plaintiff Company, each of the claims against Former Partners A and B were dismissed for lack of factual and/or legal merit.

### **Plaintiff Company v. Former Employees, Company (new employer) and its Principals**

Plaintiff filed this state action seeking injunctive and monetary damages against former employees, who were not subject to a non-compete agreement, and their newly-formed competitive business claiming unfair trade practices, conversion and misappropriation of trade secrets. Plaintiff moved for entry of a preliminary injunction early on in the case and evidentiary hearing was held whereupon the Court enjoined the Defendants use of certain customer contact lists that they had claimed to have created independent of Plaintiff. Defendants appealed and then violated the injunction. The appeal was denied and sanctions were awarded for each



instance of violation. The parties then agreed to facilitate which resulted in settlement for injunctive relief for a period of 3 years plus an award of \$90,000.00 in damages.

**Plaintiff v. City, Police Lieutenants A and B and Police Sergeant C**

In this employment dispute, former Officer DT sought damages in excess of \$5 Million claiming violation of the Whistleblower's Protection Act and American's with Disabilities Act on the basis that his resignation was forced after a series of retaliatory actions by his superior officers and IAB. He also sought damages for false imprisonment and claimed a search of his home on the date of his resignation was unlawful.

According to Plaintiff, several officers wrongfully assaulted and then arrested two black males inside their home during an investigation of a "man down" report by a neighbor. Those two arrestees later filed a federal court case under §1983, relying in part information from Plaintiff. Plaintiff claimed that after he reported the other officers' misconduct on this run he was assigned to the front desk then the jail and subjected to 3 separate IAB investigations. Discovery revealed inconsistent statements by Plaintiff regarding the "man down" arrest and that his re-assignment and the IAB investigations against him flowed from overtime abuse issues. In the course of investigating those issues, IAB searched Plaintiff's locker and found several suspicious items including driver's licenses that could not be contacted to any arrest. Toward refused to answer questions regarding the licenses. Plaintiff's frantic calls to neighbors regarding garbage bags full of items he took home from his locker further raised suspicion. A search warrant for his home was obtained. Plaintiff resigned so he could go to his home to be present for the search.

Using a series of motions to cut the claims down into digestible sets of facts and law, the entire claim was dismissed on summary disposition. Judgment against Plaintiff was also entered for the City in the amount of \$30,111.55 under the case evaluation sanctions rule. The Court of Appeals affirmed dismissal. Leave to the Michigan Supreme Court was denied.



**KIRK, HUTH, LANGE  
& BADALAMENTI, PLC**  
ATTORNEYS AT LAW

**19500 Hall Road, Suite 100  
Clinton Township, MI 48038  
Telephone: (586) 412-4900  
Facsimile: (586) 412-4949  
[www.khlblaw.com](http://www.khlblaw.com)**

# *Exhibit 2*



**John F. Kaczor, MPP**  
Municipal Financial Strategist &  
Analytics Specialist

Knowledgeable municipal management consultant with over 22 years of professional consulting experience. Trained in utility financial management and ratemaking, public policy analysis, financial evaluation, budget forecasting model development and cost allocation. Experienced in working with local governments and public entities of all sizes. Motivated to find the most appropriate solution for the given problem, and to provide local managers with the tools necessary to improve analysis and decision-making on an on-going basis.

**Areas of Consulting Expertise**

**Fiscal Management** – Reviewed and recommended improvements to financial policies including budgeting, cash management, investments, financial controls and fund reserves. Evaluated and made recommendations for financial software and employee training to improve information reporting required by management and policy makers. Conducted indirect central service cost allocation studies, in compliance with Federal guidelines.

**Financial Modeling** – Developed numerous spreadsheet-based financial models for municipalities that simulate the interaction within and between a variety of governmental and proprietary funds. Produced comprehensive revenue and expenditure estimates for future years, and analyzed multi-year financial implications of various assumptions and economic conditions.

**Utility Rate Setting** – Calculated appropriate water and sewer rates for small and large utility systems. Estimated revenue requirements using the cash needs-basis and the utility-basis for ratemaking. Recommended rate structures, financial policies and implementation strategies. Created multi-year, interactive spreadsheets that simplify annual rate recalculations.

**Economic and Tax Analysis** – Conducted feasibility studies of local income tax and public safety funding options. Evaluated the impact of proposed major commercial developments on the local and state economies. Identified alternatives to traditional economic development approaches for municipalities. Educated elected officials and managers in the complexities of Michigan's property taxation system.

**Employee Compensation and Human Resources** – Performed comprehensive analyses of employee classifications and compensation systems. Developed position descriptions and performance evaluation tools. Evaluated the scope and value of employee benefits. Designed comprehensive compensation systems based on detailed analyses of the labor market and internal equity considerations. Developed employer-specific personnel policies manuals and workplace safety manuals.

**Operational Reviews** – Evaluated the structure and operations of municipal functions including public safety, human services, utility billing, motor pool, utility operations and public works. Developed recommendations for improved service provision, customer focus and operational efficiency. Researched appropriate benchmarks and measured performance of operations.

**Data Collection and Analysis** – Designed complex, project-specific data collection and analysis tools involving research methodology, statistical evaluation and data interpretation. Synthesized diverse information for management decision-making.

**Summary of Consulting Expertise**

- Financial Forecasting & Five-year Financial Models
- Utility Rate Setting Analysis
- City Income Tax Feasibility Studies
- Administrative Cost Allocation Plan Development
- Municipal Budget Analysis
- Personnel Cost Modeling & Forecasting
- Shared Services Feasibility Studies
- User Fee Studies
- Capital Improvement Planning
- Municipal Operational Analysis

**Education**

University of Michigan - Master of Public Policy Studies, 1995

Western Michigan University - Bachelor of Arts (Economics and Sociology), 1989

**Years of Relevant Experience: 22**

**Registrations and Certifications**

American Water Works Association  
Cost of Service Utility Ratemaking  
and Financial Management

Certified Analytics Partner with  
Forecast5 Analytics

**Professional Affiliations**

International City/County  
Management Association

American Water Works Association

Water for People

Energy Reduction Coalition-CRM



## Local Government Financial Management Services

### Supporting Management Decision Making

Municipal Analytics is focused on supporting local government decision makers. We provide the analytic tools and information managers, elected officials and the public need to make informed decisions. Our approach is based largely on data and sound operational analysis, which allows individuals to consider difficult issues more objectively.

Through discussions with key municipal staff, we gain a deeper understanding of the issues faced by a local government. We then work to develop the right tools to improve financial management and operations.

### Local Government is Our Specialty

It's all we do. Day in and day out, our team of experienced local government analysts work to find solutions that are practical, useful and cost effective.

Municipal Analytics partners with a wide range of municipal experts on an as-needed basis to ensure the details of particular operations are not overlooked when conducting an evaluation or building a management tool.

Partnerships have been forged with experts in public safety management, assessing, planning, labor negotiations, general municipal law, public utility management, engineering, community outreach, municipal bonds, parks and recreation, economic development, financial accounting and audits, library management, database report writing, and human resources.

### Services to Assist Local Managers

- Financial/budget modeling
- Personnel cost modeling
- Cash flow forecasts
- Cost allocation plans (OMB Circular A-87 compliant)
- Financial policies development
- Capital improvement plans
- Feasibility studies
- Water and sewer utility rate studies
- Shared services analysis
- Labor negotiation support
- Act 312 arbitration testimony (ability to pay)
- City income tax feasibility analysis
- Benchmarking and performance measurement

### Results

Over the past 10 years, we have assisted 48 communities with 90 projects, resulting in a savings of tens of millions of dollars in operating and debt costs.

### Contact Us

*For more information, please contact:*

John Kaczor  
734.277.4454

[johnk@municipalanalytics.com](mailto:johnk@municipalanalytics.com)  
[www.municipalanalytics.com](http://www.municipalanalytics.com)



# *Exhibit 3*



**LAWYERS PROFESSIONAL LIABILITY POLICY  
DECLARATIONS**

Agency:  
738021

Branch:  
912

Policy Number:  
287197043

Insurance is provided by Continental Casualty Company,  
333 S. Wabash Ave. Chicago IL 60604  
A Stock Insurance Company.

1. **NAMED INSURED AND ADDRESS:**  
Kirk, Huth, Lange & Badalamenti, PLC  
19500 Hall Road  
Suite 100  
Clinton Township, MI 48038

**NOTICE TO POLICYHOLDERS:**

This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. **POLICY PERIOD:**

Inception: 12/11/2016

at 12:01 A.M. Standard Time at the address shown above

Expiration: 12/11/2017

3. **LIMITS OF LIABILITY:**

*Inclusive of Claims Expenses*

Each Claim: \$1,000,000

Aggregate: \$2,000,000

Death or Disability and Non-Practicing  
Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

4. **DEDUCTIBLES:**

*Inclusive of Claims Expenses*

Aggregate: \$15,000

5. **POLICY PREMIUM:**

Annual Premium:

\$30,984.00

Total Amount:

\$30,984.00

*Includes CNA Risk Control Credit of*

\$ 0.00

*Includes Lawyers Data Breach and Network Security Premium, see coverage endorsement if applicable*

6. **FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

G-118011-A (Ed. 06/2015), G-118012-AC (Ed. 03/1999), G-118016-ACC (Ed. 12/2011), G-118024-A (Ed. 04/2008),  
G-118039-A21 (Ed. 06/2008), G-121011-AC (Ed. 04/2008), G-144292-A (Ed. 03/2003), GSL-3238-MI (Ed. 06/2015),  
GSL-3567-MI (Ed. 06/2015)

7. **WHO TO CONTACT:**

To report a claim:

CNA – Claims Reporting

P.O. Box 8317

Chicago, IL 60680-8317

Fax: 866-773-7504 / Online: [www.cna.com/claims](http://www.cna.com/claims)

Email: [SpecialtyProNewLoss@cna.com](mailto:SpecialtyProNewLoss@cna.com)

Lawyers Claim Reporting Questions: 800-540-0762

Authorized Representative

12/05/2016

Date





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Morris Insurance Group, Inc.<br>Oakland General Underwriters<br>127 W. University<br>Rochester MI 48307 |        | <b>CONTACT</b><br>NAME: Sue Pegan<br>PHONE (A/C No. Ext): (248) 651-7585<br>FAX (A/C No): (248) 651-7644<br>E-MAIL ADDRESS: Sue.Pegan@MorrisInsuranceGroup.com                                                                                                                                                                                                                                                                   |  |                               |        |                                            |       |                                              |       |            |  |            |  |            |  |            |  |
|----------------------------------------------------------------------------------------------------------------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--------|--------------------------------------------|-------|----------------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>KIRK & HUTH PC<br>19500 HALL RD<br>CLINTON TOWNSHIP MI 48038-5317                                        |        | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A Ansur America Insurance Company/</td><td>10984</td></tr><tr><td>INSURER B Hartford Accident and Indemnity Co</td><td>22357</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A Ansur America Insurance Company/ | 10984 | INSURER B Hartford Accident and Indemnity Co | 22357 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                              | NAIC # |                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                               |        |                                            |       |                                              |       |            |  |            |  |            |  |            |  |
| INSURER A Ansur America Insurance Company/                                                                                 | 10984  |                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                               |        |                                            |       |                                              |       |            |  |            |  |            |  |            |  |
| INSURER B Hartford Accident and Indemnity Co                                                                               | 22357  |                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                               |        |                                            |       |                                              |       |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                                 |        |                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                               |        |                                            |       |                                              |       |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                                 |        |                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                               |        |                                            |       |                                              |       |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                                 |        |                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                               |        |                                            |       |                                              |       |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                                                 |        |                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                               |        |                                            |       |                                              |       |            |  |            |  |            |  |            |  |

## COVERAGES

CERTIFICATE NUMBER: CL1711814565

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                            |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | BOP6307532    | 12/31/2016              | 12/31/2017              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ Included<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>Managers or Lessors \$ |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                     |           |          | BOP6307532    | 12/31/2016              | 12/31/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                   |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                                          |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                          | Y/N       | N/A      | 35WECCC5046   | 12/31/2016              | 12/31/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

FOR INFORMATION PURPOSES ONLY\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce Morris/SNP

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## Appendix C

### Legal Services Request for Pricing

| Pricing Component                                                         | Amount                                                 |
|---------------------------------------------------------------------------|--------------------------------------------------------|
| A. Monthly General Counsel Retainer                                       | \$ <u>500.00</u>                                       |
| 1. Attendant at one City Council Meeting per month                        | \$ <u>500.00</u>                                       |
| B. Monthly Prosecution Retainer                                           | \$ <u>6,000.00</u>                                     |
| C. Hourly Rate (For Filed Civil Cases)                                    | \$ <u>125.00</u>                                       |
| D. Hourly Rate (For Other Specialty Services Provided by Your Firm)       | \$ <u>130.00</u><br>\$ <u>155.00 for labor matters</u> |
| E. Listing of All Other Expenses to be Charged Outside of the Above Fees: | \$ _____                                               |
| 1. Copies                                                                 | \$ <u>.15 each</u>                                     |
| 2.                                                                        | \$ _____                                               |
| 3.                                                                        | \$ _____                                               |
| 4.                                                                        | \$ _____                                               |
| 5.                                                                        | \$ _____                                               |

***LEGAL SERVICES  
REQUEST FOR QUALIFICATIONS***

**for**

***CITY OF FRASER***

***YORK, DOLAN & TOMLINSON, P.C.***  
**John A. Dolan & Timothy D. Tomlinson**  
22600 Hall Road, Suite 205  
Clinton Township, Michigan 48036  
Phone: 586-263-5050  
Fax: 586-263-4763  
[jdolan@yorkdolanlaw.com](mailto:jdolan@yorkdolanlaw.com)  
[ttomlinson@yorkdolanlaw.com](mailto:ttomlinson@yorkdolanlaw.com)



# ***REQUEST FOR QUALIFICATIONS***

## ***YORK, DOLAN & TOMLINSON, P.C.***

### **1. York, Dolan & Tomlinson, P.C.**

#### **a. Areas of Specialty**

**Assessing.** Handling of tax appeals before the Michigan Tax Tribunal. Assistance in matters involving the Michigan State Tax Commission. Assistance in the preparation and review of resolutions involving industrial facilities tax abatements. Review and interpretation of statutes.

**Building.** Review and interpretation of State statutes. Assistance in enforcement, both at the District Court level and in Circuit Court, including appeals.

**Capital Improvements.** Assistance in determining needs. Reviewing contracts. Exploring and establishing financing mechanisms.

**City Clerk.** Election-related issues and all issues pertaining to the operation of the Clerk's office, including Michigan Freedom of Information Act requests.

**City Development.** Assistance with the Planning Department with respect to the establishment, review and amendment of Master Plans and Zoning Ordinances. Assistance with respect to the establishment of Downtown Development Authorities, Brownfield Authorities and other development-related areas permitted under applicable statutes. Assistance with water and sewer and environmental-related issues.

**District Court.** Currently responsible for complaint review, preparation of complaints and warrants, prosecutions in the City of Roseville (since 1992), City of New Baltimore (since 2002) and the City of Fraser (since 2004). We have handled all aspects of municipal prosecutions, including pre-trials, motions, bench and jury trials.

**Engineering.** Assist Clinton Township in establishing in-house engineering department. For all clients, draft and review contracts for retention of outside consulting engineers. Draft and review easements. Consultation and review with regard to contractual water and sewer issues involving the Great Lakes Water and Sewer Department. Assistance and review, preparation and interpretation of contract documents and the establishment of ordinances. For City of New Baltimore assistance in evaluating feasibility and financing of municipal water plant expansion.

**Finance.** Review and provide opinions with respect to interpretation of applicable laws.

## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

**Fire Department.** Assistance with regard to Emergency Management, First Responder, Advanced Life Support, mutual aid, collective bargaining, employee relations, litigation and training procedures.

**General Administration.** Preparation and review of contracts. Review and interpretation of various statutes. Development and review of policies and procedures. All aspects of general administration.

**Major Roads.** Acquisition of right of way. Highway liability claims. Contract supervision and review. Rules and regulations regarding right of way. Review and interpretation of statutes. City of New Baltimore, City of Roseville, City of Fraser and Macomb County Department of Roads.

**Personnel/Labor Relations.** Handling grievances, matters before the Michigan Employment Relations Commission, collective bargaining, Act 312 arbitration, general arbitrations, Act 78 Police and Fire, police department trial board proceedings.

**Planning Commission.** Advice and opinions to the Planning Commission, review of procedures.

**Planning Office.** Advice and opinions to the Planning Office, including ordinance update and review.

**Police Department.** Defense of police liability litigation. Handling of police discipline. Assistance and review, preparation of internal regulations and rules. Handling of labor arbitration and police and fire civil service matters.

**Purchasing.** Review and interpretation with respect to applicable laws. Reviewing applicability of purchasing regulations in particular circumstances.

**Self-Insurance/Lawsuits.** Currently handle bodily and personal injury claims for the Charter Township of Clinton, the Macomb County Department of Roads, City of Fraser and City of Roseville, including areas such as highway liability, automobile accidents, slip and fall, sexual harassment, sex discrimination, zoning (including taking damage claims), various other damage claims under common law tort theories or constitutionally dimensioned theories. Handling litigation on a variety of subjects.

**Telecommunications/Cable.** Negotiation of cable franchises, drafting of ordinances relating to cable television and telecommunication permits. Review of policies and procedures and applicable law.

## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

**Water and Sewer.** Review of contracts and administration with respect to installation of water and sewer improvements. Review of ordinances. General administration of Department. Review of claims relating to water and sewer back-ups. Review of issues with Great Lakes Water and Sewer Department and State of Michigan.

**Zoning Board of Appeals.** Advice and opinions to Zoning Board of Appeals. Attendance at selected Zoning Board of Appeals meetings. Handling of appeals from the Zoning Board of Appeals to the Macomb County Circuit Court.

**Zoning/Code Enforcement.** Assistance in commencement of proceedings in both District and Circuit Court. Furnishing advice and counsel.

#### **b. Years in Business**

*York, Dolan & Tomlinson, P.C.* is an outgrowth of several predecessor firms. In 1969, the law firm of Towner, Rosin, York & McNamara was formed. In approximately 1979, the law firm split up and a law firm known as Fred York & Associates, P.C. was formed. Approximately 4 years later, that firm changed its name and became known as York & Dolan, P.C. In 1989, Mr. York passed away. In 1990, Joseph Ciaramitaro, Jr. became associated with the firm and the firm, a short time later, changed its name to York, Dolan and Ciaramitaro, P.C. At the end of 2001, Joseph Ciaramitaro left the firm and the firm was renamed: *York, Dolan & Tomlinson, P.C.* and continues as such now. Both Mr. Dolan and Mr. Tomlinson have been with the same firm their entire legal careers.

#### **Current Municipal Clients**

| <b><u>Municipality</u></b>        | <b><u>Continuously Since</u></b> |
|-----------------------------------|----------------------------------|
| Charter Township of Clinton       | 1977                             |
| City of Roseville                 | 1992                             |
| Macomb County Department of Roads | 2001                             |
| City of New Baltimore             | 2002                             |
| City of Fraser                    | 2004                             |
| Chippewa Valley Schools           | 2005                             |
| 41B District Court                | 2007                             |

(A previous Municipal Client was the Charter Township of Shelby: 1988-1990 and 1998-2002.)



## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

#### **2. Office Location/Contact Information**

*York, Dolan & Tomlinson, P.C.*  
22600 Hall Road, Suite 205  
Clinton Township, MI 48036  
Phone: 586-263-5050  
Fax: 586-263-4763

#### **3. Personnel**

##### **a. Principal Contact Name**

Timothy D. Tomlinson  
*York, Dolan & Tomlinson, P.C.*  
22600 Hall Road, Suite 205  
Clinton Township, MI 48036  
Phone: 586-263-5050  
Fax: 586-263-4763  
[ttomlinson@yorkdolanlaw.com](mailto:ttomlinson@yorkdolanlaw.com)

##### **b. Personnel for Legal Services**

John ("Jack") Dolan and Timothy Tomlinson will be lead attorneys representing the City of Fraser. Both attorneys are licensed to practice law in Michigan and are in good standing with the Michigan State Bar. The principal attorneys both have practiced municipal law within the State of Michigan in excess of twenty years. Both Mr. Dolan and Mr. Tomlinson will be working on the general legal matters that need to be addressed for the City of Fraser as set forth in the areas of specialty.

##### **1. Attorney John A. Dolan ([jdolan@yorkdolanlaw.com](mailto:jdolan@yorkdolanlaw.com))**

Licensed attorney for over 40 years. Tried to conclusion numerous cases involving municipal issues in Michigan and Federal Courts. Appeared and orally argued before the Michigan Supreme Court, the Michigan Court of Appeals, Federal District Court, and Federal Sixth Circuit Court of Appeals. Representation in all areas of municipal law. Previous service for Macomb County Circuit Court as a neutral mediator for in excess of 15 years. University of Illinois, B.A. with distinction, 1974; Wayne State University, J.D., 1977.

## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

**2. Attorney Timothy D. Tomlinson (ttomlinson@yorkdolanlaw.com)**

Licensed attorney for over 21 years. Appeared and orally argued before the Michigan Supreme Court, the Michigan Court of Appeals, Federal District Court, and Sixth Circuit Court of Appeals. Representation in all areas of municipal law. Tried to conclusion an extensive number of cases involving municipal-related issues. Michigan State University, B.A., 1992; Detroit College of Law, J.D. Cum Laude, 1996.

**c. Other Key Personnel**

Administrative Assistants, Jennifer Hildreth, and Sharon Morford, both of which have been with our firm 10 plus years.

**d. Total Number of Licensed Attorneys**

Two

**e. Total Number of Staff**

Five

**4. Adequate Staff**

We currently service the City of Fraser and are proud of the service not only provided to the City of Fraser, but all of our municipal clients. *York, Dolan & Tomlinson, P.C.* takes great pride in being responsive to the needs of our clients and providing legal counsel in all facets of municipal law. At this time, additional staff does not need to be hired. Our past service and responsiveness to the City of Fraser is a good example of our ability to conduct the work assigned in a timely and efficient manner.

**5. Experience**

Experience is listed in Areas of Specialty as provided in subparagraph 1(a) above. With that said, the following are samples of published opinions arising out of litigation that we have handled on behalf our clients which relate to municipal issues (listed chronologically):

***Clinton Township v Mount Clemens***, 171 Mich App 288 (1988). Issues involving municipal boundary disputes and annexation.

## ***REQUEST FOR QUALIFICATIONS***

***YORK, DOLAN & TOMLINSON, P.C.***

***Police and Fire Retirement Board v Shelby Township***, 438 Mich 247 (1991). Significant case which involves interpreting the selection of actuaries and funding requirements of Public Act 345 of 1937, involving Police and Fire Retirement.

***Jeffrey v Clinton Township***, 195 Mich App 260 (1992). A Court of Appeals case which rules that district court prosecution proceedings in most circumstances cannot be collaterally attacked or enjoined by a circuit court action.

***Bell River Associates v China Township***, 223 Mich App 124 (1997). Interprets the relationship between a township zoning ordinance and the Mobile Home Commission Act requirements involving special land use approval and restates the concepts of law involving zoning.

***Jott v Clinton Township***, 224 Mich App 513 (1997). Significant case which clearly outlines applicable law involving regulating adult uses through zoning and regulations involving liquor licenses establishments.

***Howard v Clinton Township***, 230 Mich App 692 (1998). Holds that special assessments secured by a lien on property sold at tax sale are not cancelled upon conveyance by tax deed of the subject property.

***Macomb County Prosecutor v Murphy***, 464 Mich 149 (2001). Holds that the position of township trustee is not incompatible with the position of Delinquent Personal Property Tax Coordinator in the County Treasurer's office.

***Sekulov v Board of County Road Commissioners for Macomb County/City of Warren***, 251 Mich App 333 (2002). Reversed Supreme Court order May 14, 2003. Holds that ***Nawrocki v Macomb County Road Commission***, 463 Mich 143 (2000) will have full retroactive effect. The Court of Appeals was reversed by the Michigan Supreme Court.

***Dorman v Township of Clinton***, 269 Mich App 638 (2006), application for leave denied 477 Mich 955. This is a definitive often cited case which clearly sets forth legal standards and their application relating to a wide variety of theories for challenging a Municipal Zoning Ordinance. The Township position was upheld.

In each of the aforementioned cases, we represented the municipality with the exception of ***Belle River v China Township***.



## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

In addition to a general synopsis of those cases, the following are several cases that we believe result in our greatest achievements in municipal law:

***Dorman v Township of Clinton***, 269 Mich App 638 (2006), *app lv den* 477 Mich 955. We successfully defended Clinton Township against an action for inverse condemnation, challenging the validity of the Township's decision to re-zone its property from light industrial to residential multiple. A land speculator purchased property in a residential neighborhood in Clinton Township. According to the Township's Master Plan, Plaintiff's property was originally zoned residential multiple allowing the construction of apartment buildings, condominium complexes or single family residences. In 1993, the Township re-zoned the property to light industrial with a special use permit for a local Elks Club. Plaintiff anticipated beginning a public storage business on the site. Following a public hearing, the Planning Commission recommended to re-zone Plaintiff's property to its original classification of residential multiple. Plaintiff sued for inverse condemnation, challenging the validity of the Township's decision to re-zone his property. In this frequently cited opinion, the Court of Appeals held in favor of the Township.

***Z & Z Fireworks v City of Roseville***, Court of Appeals (Docket No. 333642) (2016). This is an action alleging preemption of a local ordinance by the Michigan Fireworks Safety Act, wherein Plaintiff appealed as of right the Trial Court's Order granting summary disposition in favor the City of Roseville and denying summary disposition to Plaintiff. The Court of Appeals affirmed the position of the City that its ordinance was not preempted by the new fireworks act. This case is seminal in that it is the first case that directly addressed preemption with regard to the Michigan Fireworks Safety Act by the Court of Appeals.

***Jott v Clinton Township***, 224 Mich App 513 (1997). We successfully defended the Charter Township of Clinton from an attempt to establish an adult-themed topless entertainment bar. We prevailed in the Federal District Court and in Macomb County Circuit Court, and affirmed in the Michigan Court of Appeals. This case has become a definitive statement of the law regarding zoning of adult uses and adult uses in liquor-licensed establishments.

In August, 1998, a severe thunderstorm occurred in Clinton Township. In excess of 600 basement homes suffered sanitary sewer back-ups. Approximately 26 plaintiffs sued in ***Hamilton, et al v Clinton Township***, Macomb Circuit Case No. 99-124-NZ. Approximately 13 sued in ***Gerbe, et al v Clinton Township***, Macomb Circuit Case No. 99-347-NZ. An attempted class action law suit was filed naming as representative

## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

plaintiffs seven plaintiffs in Macomb Circuit Case No. 01-3362-CZ. We successfully fought a class certification. All cases were settled with the exception of 13 cases with approximate ranges of \$2,500 to \$13,000 per case. The remaining cases were arbitrated with an average result of approximately \$13,000.00 to \$14,000.00 per case.

In *Garfield Courts Apartments, et al v Clinton Township*, Macomb Circuit Case No. 93-2780-NZ, approximately 13 apartment owners sued Clinton Township seeking money damages and a declaration that the Solid Waste Ordinance was invalid. A short time later, in *Sawkin, et al v Clinton Township*, Macomb Circuit Case No. 94-5621-CE, a class action lawsuit was filed on identical grounds. Plaintiffs, as a result of a United States Supreme Court decision involving the Commerce Clause, sought to have the ordinance declared unconstitutional. At that time, the Grosse Pointe-Clinton Refuse Disposal Authority, of which Clinton Township was a member, was using its incinerator facility to burn solid waste which was then disposed of at a landfill site. The combined cost of incineration and ash disposal was substantial. We were able to utilize the opportunity of this lawsuit to pressure our ash disposal vendor to renegotiate a contract for solid waste disposal. We accomplished several things. First, we ceased incinerator operations and obtained a substantial decrease on trash disposal costs. Second, we convinced plaintiffs to settle for prospective relief only. Third, notwithstanding a reservation of rights and dispute over coverage, our insurance carrier paid attorney fees on behalf of the plaintiffs. Finally, we modified our ordinance, making it more voluntary with no adverse impact to our obligations with the Grosse Pointe-Clinton Refuse Disposal Authority. In the end, the litigation did not cost the Township any money out of pocket, and the residents ended up with a substantial decrease in refuse rates.

#### **6. Specific Reasons to be Considered**

Our mission statement and guiding principles are built upon the cornerstones of integrity and hard work. Approximately 80 percent of our work is governmental. We are best characterized as a Macomb County law firm with a clientele and participation in community affairs focused within Macomb County.

Our guiding principles include a pro-active approach, a same-face approach, an emphasis on client communication and an avoidance of encroachment upon administrative and policy-making prerogative.

## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

We have always emphasized a pro-active approach. We attempt to foresee outcomes from decision-making processes and evaluate whether they will evolve into potential problems, including potential litigation. Issues are evaluated, examining risk probability and risk tolerance. We attempt to scrutinize the nature and length of potential problems as well as the real cost to the municipality. We believe these tactics have reduced litigation expense in the communities we represent.

We follow a same-face approach. Jack Dolan or Tim Tomlinson will be the two attorneys that the administration, department heads and board members encounter. Jack Dolan and Tim Tomlinson will be the primary attorneys with responsibility to the City. We believe such an approach provides better oversight and avoids problems involving the sufficiency of follow through. It has been our experience that seamless representation can be provided by two experienced partners furnishing legal services.

We emphasize open and immediate client communication. We attempt to focus on the quality of communication. Clearly understanding a clients' concerns and communicating thought processes in a concise and understandable manner which allows administrators and policymakers to appropriately act upon and rely upon information is essential.

We are vigilant in avoiding encroachment into the authority exercised by administrators and policymakers. We will suggest a pro-active approach and if approved, will work closely with the administrator or policymaker to execute that approach. We will not make recommendations or undertake tasks unless we are clearly instructed to do so and the scope of the undertaking is well-defined and understood.

#### **7. Municipal References**

**Robert Taylor, Mayor**  
**City of Roseville**  
29777 Gratiot Avenue  
Roseville, MI 48066  
Phone: 586-445-5410

**Robert J. Cannon, Supervisor**  
**Charter Township of Clinton**  
40700 Romeo Plank Road  
Clinton Township, MI 48038  
Phone: 586-286-8000 x8093



## ***REQUEST FOR QUALIFICATIONS***

***YORK, DOLAN & TOMLINSON, P.C.***

**Marco Santia, Judge**  
**39th District Court**  
29733 Gratiot  
Roseville, MI 48066  
Phone: 586-447-4443

**Scott Adkins, City Manager**  
**City of Roseville**  
29777 Gratiot Avenue  
Roseville, MI 48066  
Phone: 586-445-5410

**Ronald Roberts, Superintendent**  
**Chippewa Valley Schools**  
19120 Cass Ave.  
Clinton Twp., MI 48038  
Phone: 586-723-2000

**John A. Schapka**  
**Macomb County Corporate Counsel**  
One S. Main St., 8<sup>th</sup> Floor  
Mount Clemens, MI 48043  
Phone: 586-469-6346

**Kenneth Butler, Councilman**  
**City of New Baltimore**  
36535 Green Street  
New Baltimore, MI 48047  
Phone: 810-571-1325

**Paul Gielegghem, Treasurer**  
**Charter Township of Clinton**  
40700 Romeo Plank Road  
Clinton Township, MI 48038  
Phone: 586-286-8000

## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

#### **8. Disclosure of Potential Conflicts**

*York, Dolan & Tomlinson, P.C.* performs legal services on behalf of the Macomb County Department of Roads. No conflicts have occurred which have required the firm to recuse itself in connection with legal services performed by the Macomb County Department of Roads.

#### **9. Performance of Day-to-Day Activities**

Our offices are located only a short distance from the City of Fraser offices. As in the past, we will continue to attend any and all meetings scheduled by the City Administration, including department heads, to provide our assistance where needed. Furthermore, Tim and Jack are accessible, either at the office or through mobile telephone. For emergency purposes, they are accessible 24-hours a day through mobile phone numbers.

#### **10. Insurance**

See attached.

#### **11. Exceptions or Deviations to Required Scope of Services**

With regard to the specialty services requested for outside counsel assistance, we have handled all tax tribunal matters on behalf of the City of Fraser since our original engagement. We have also participated and assisted in labor negotiations, as well as, grievances and arbitration proceedings. Additionally, through various times of our representation of the City, we have handled litigation when assigned to do so by the City and/or its insurance carrier.

#### **12. Bar Association Complaints**

*York, Dolan & Tomlinson, P.C.* nor have John Dolan and Timothy Tomlinson had any Bar Association complaints filed against them in the last five (5) years.

#### **13. Bankruptcy**

The firm has never filed for bankruptcy.

#### **14. Termination**

*York, Dolan & Tomlinson, P.C.* has not been terminated by any municipal client in the last five years.

## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

#### **15. Standard Time Frames for Response**

The standard time frame to respond to directions or inquiries from the City Council or City Personnel will be to respond as soon as possible to telephone calls, which in virtually all cases, will be on the day the call is made, more often than not, within one hour. When matters require research, generally, an initial impression can be provided within 24 to 48 hours depending on the complexity of the matter. If the circumstances are an emergency, shorter time frames can be met.

#### **16. Familiarizing Yourself with Current Issues Facing the City**

We have been the attorneys for the City of Fraser since 2004. We are very familiar with the issues facing the City currently.

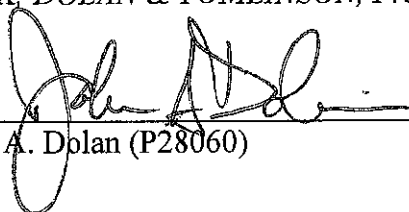
#### **17. Pricing**

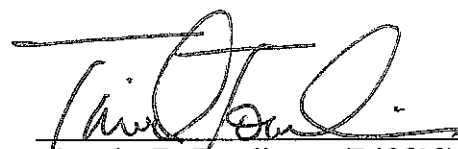
See Legal Services Request for Pricing.

We have established efficiencies of scale in providing prosecution services in the 39th District Court for the City of Roseville, as well as the City of Fraser. We believe that by serving both the City of Roseville and the City of Fraser, the funding units of the 39th District Court, economies of scale and efficiencies result in our ability to provide prosecution services in their entirety, including all trials, hearings, responses to motions, etc., in the monthly prosecution retainer fee. If the City Council is considering dividing the account, we would welcome the opportunity to continue our relationship in representing the City of Fraser in the 39th District Court. Currently, docket days in Fraser are Tuesdays and docket days for Roseville are on Thursdays. However, because we represent both communities, this allows flexibility in handling cases on either days in the event it is needed. Additionally, jury trial dates for the City Fraser and the City of Roseville are typically scheduled together on the same days. The ability to represent both units at the District Court allows the Court flexibility and efficiency, thereby lowering costs for these funding units.

Respectfully submitted,

*YORK, DOLAN & TOMLINSON, P.C.,*

  
\_\_\_\_\_  
John A. Dolan (P28060)

  
\_\_\_\_\_  
Timothy D. Tomlinson (P48519)







## ASPEN AMERICAN INSURANCE COMPANY

### Administrative Offices

590 Madison Avenue, 7th Floor  
New York, NY 10022

### Statutory Home Office

350 North St. Paul Street  
Dallas, TX 75201

### THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. UNLESS THIS POLICY IS OTHERWISE ENDORSED, CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMITS OF LIABILITY. PLEASE READ THIS POLICY CAREFULLY.

## LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

**COMPANY:** ASPEN AMERICAN INSURANCE COMPANY

**POLICY NUMBER:** LPP001035-04

**RENEWAL OF:** LPP001035-03

**PRODUCER NAME & ADDRESS:**

B&B Protector Plans, Inc.  
d/b/a The Lawyer's Protector Plan  
655 North Franklin Street  
Suite 1900  
Tampa, FL 33602

**1. NAMED INSURED:**

York, Dolan & Tomlinson, P.C.

**2. ADDRESS:**

42850 Garfield Road  
Suite 101  
Clinton Township, MI 48038

**3. POLICY PERIOD: EFFECTIVE DATE: 09/09/2017 EXPIRATION DATE: 09/09/2018**

12:01 A.M. Standard Time at the address of the **Named Insured** as stated in Item 1. above.

**4. LIMITS OF LIABILITY** (Inclusive of claim expenses ☒, or, exclusive of claim expenses ☐):

- A. \$2,000,000 Limit of Liability - Each Claim  
B. \$2,000,000 Limit of Liability - Policy Aggregate

5. **DEDUCTIBLE** (Inclusive of **claim expenses** ☒, or, exclusive of **claim expenses** ☐):

A. \$10,000 Each **Claim**

B. \$10,000 Aggregate

6. **PREMIUM:** \$3,923.00

**TAXES and/or SURCHARGES:** \$0.00

**TOTAL:** \$3,923.00

7. **NOTICES TO BE SENT TO:**

**Report a Claim In Writing:**

Claims Department  
Lawyer's Protector Plan  
655 North Franklin Street  
Suite 1900  
Tampa, FL 33602  
Fax 888-239-2663

Email: lppclaims@bbprograms.com

**All Other Notices:**

Lawyer's Protector Plan  
655 North Franklin Street  
Suite 1900  
Tampa, FL 33602  
800-282-6955  
Fax 813-223-9547

Email: lpp@bbprograms.com

**For claims related questions, please call:**

813-222-4291

Toll Free: 800-336-5529 ext. 14291

8. **RETROACTIVE DATE** (if applicable): 09/09/2002

9. **FORMS AND ENDORSEMENTS ATTACHED AT POLICY EFFECTIVE DATE:**

ASP LPP 062 DEC (12 13) Lawyers Professional Liability Declarations

ASP CO 098 (02 13) AAIC Signature Page

ASP LPP 063 (11 13) Lawyers Professional Liability Policy

ASP LPP 064 (11 13) OFAC Endorsement

ASP LPP 076 MI (11 13) Michigan Amendatory Endorsement

ASP LPP 077 MI (11 13) Michigan Policyholder Notice

ASP LPP 027 (11 13) Extended Reporting Period Retirement Amendment

ASP LPP 017 (11 13) Office Sharing Exclusion Endorsement

ASP LPP 029 (11 13) Aggregate Deductible Endorsement

By acceptance of this policy, the **Insured** agrees that the statements in the Declarations, the Application and any attachments hereto are the **Insured's** agreements and representations and that this policy embodies all agreements existing between the **Insured** and the **Company** or any of its Authorized Representatives relating to this insurance.



Aspen American Insurance Company



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the **Company** has caused this Policy to be signed by its President and Secretary and countersigned where required by law on the Declarations page by its duly Authorized Representative.

A handwritten signature in cursive script, appearing to read 'Kevin Bond', written above a horizontal line.

Secretary

A handwritten signature in cursive script, appearing to read 'Lance D.', written above a horizontal line.

President



STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

2702 Ireland Grove Road  
Bloomington, IL 61709-0001

### Named Insured

AT2

M-04-6692-FAC4 F U

000999 3125

YORK & DOLAN & TOMLINSON  
42850 GARFIELD  
CLINTON TWP MI 48038-5026



0110-ST-1-1001

### RENEWAL DECLARATIONS

**Policy Number** 92-13-1620-3

| Policy Period | Effective Date | Expiration Date |
|---------------|----------------|-----------------|
| 12 Months     | SEP 6 2017     | SEP 6 2018      |

The policy period begins and ends at 12:01 am standard time at the premises location.

### Agent and Mailing Address

BRENDA BROWN  
26561 W 12 MILE RD STE 203  
SOUTHFIELD MI 48034-5694

PHONE: (248) 353-2260  
(248) 353-2261

### Office Policy

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 475.00  
Minimum Premium

Discounts Applied:  
Renewal Year  
Years in Business  
Claim Record

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JUL 24 2017  
CMP-4000

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530-686 a.2 05-31-2011 101F323

**RENEWAL DECLARATIONS (CONTINUED)**

Office Policy for YORK & DOLAN & TOMLINSON  
 Policy Number 92-13-1620-3

**SECTION I - PROPERTY SCHEDULE**

| Location Number | Location of Described Premises              | Limit of Insurance*<br>Coverage A - Buildings | Limit of Insurance*<br>Coverage B - Business Personal Property | Seasonal Increase-Business Personal Property |
|-----------------|---------------------------------------------|-----------------------------------------------|----------------------------------------------------------------|----------------------------------------------|
| 001             | 42850 GARFIELD<br>CLINTON TWP MI 48038-5026 | No Coverage                                   | \$ 47,400                                                      | 25%                                          |

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Cov A - Inflation Coverage Index: N/A  
 Cov B - Consumer Price Index: 244.7

**SECTION I - DEDUCTIBLES**

Basic Deductible \$500

**Special Deductibles:**

|                      |       |                     |       |
|----------------------|-------|---------------------|-------|
| Money and Securities | \$250 | Employee Dishonesty | \$250 |
| Equipment Breakdown  | \$500 |                     |       |

Other deductibles may apply - refer to policy.

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**RENEWAL DECLARATIONS (CONTINUED)**

Office Policy for YORK & DOLAN & TOMLINSON  
Policy Number 92-13-1620-3



0210-ST-1-1001

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

| COVERAGE                                                                                                                  | LIMIT OF INSURANCE  |
|---------------------------------------------------------------------------------------------------------------------------|---------------------|
| Accounts Receivable                                                                                                       |                     |
| On Premises                                                                                                               | \$50,000            |
| Off Premises                                                                                                              | \$15,000            |
| Arson Reward                                                                                                              | \$5,000             |
| Back-Up Of Sewer Or Drain                                                                                                 | \$15,000            |
| Collapse                                                                                                                  | Included            |
| Damage To Non-Owned Buildings From Theft, Burglary Or Robbery                                                             | Coverage B Limit    |
| Debris Removal                                                                                                            | 25% of covered loss |
| Equipment Breakdown                                                                                                       | Included            |
| Fire Department Service Charge                                                                                            | \$5,000             |
| Fire Extinguisher Systems Recharge Expense                                                                                | \$5,000             |
| Forgery Or Alteration                                                                                                     | \$10,000            |
| Glass Expenses                                                                                                            | Included            |
| Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis) | 10%                 |
| Money And Securities (Off Premises)                                                                                       | \$5,000             |
| Money And Securities (On Premises)                                                                                        | \$10,000            |
| Money Orders And Counterfeit Money                                                                                        | \$1,000             |
| Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)  | \$100,000           |
| Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)                     | \$250,000           |

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**RENEWAL DECLARATIONS (CONTINUED)**

**Office Policy for YORK & DOLAN & TOMLINSON**  
**Policy Number 92-13-1620-3**

|                                                                                                      |          |
|------------------------------------------------------------------------------------------------------|----------|
| Ordinance Or Law - Equipment Coverage                                                                | Included |
| Outdoor Property                                                                                     | \$5,000  |
| Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)   | \$5,000  |
| Personal Property Off Premises                                                                       | \$15,000 |
| Pollutant Clean Up And Removal                                                                       | \$10,000 |
| Preservation Of Property                                                                             | 30 Days  |
| Property Of Others (applies only to those premises provided Coverage B - Business Personal Property) | \$2,500  |
| Signs                                                                                                | \$2,500  |
| Unauthorized Business Card Use                                                                       | \$5,000  |
| Valuable Papers And Records                                                                          |          |
| On Premises                                                                                          | \$50,000 |
| Off Premises                                                                                         | \$15,000 |
| Water Damage, Other Liquids, Powder Or Molten Material Damage                                        | Included |

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**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**


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The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

| COVERAGE                              | LIMIT OF INSURANCE                |
|---------------------------------------|-----------------------------------|
| Dependent Property - Loss Of Income   | \$5,000                           |
| Employee Dishonesty                   | \$10,000                          |
| Utility Interruption - Loss Of Income | \$10,000                          |
| Loss Of Income And Extra Expense      | Actual Loss Sustained - 12 Months |

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# RENEWAL DECLARATIONS (CONTINUED)

Office Policy for YORK & DOLAN & TOMLINSON  
Policy Number 92-13-1620-3



0310-ST-1-1001

## SECTION II - LIABILITY

| COVERAGE                                       | LIMIT OF INSURANCE |
|------------------------------------------------|--------------------|
| Coverage L - Business Liability                | \$300,000          |
| Coverage M - Medical Expenses (Any One Person) | \$5,000            |
| Damage To Premises Rented To You               | \$300,000          |
| AGGREGATE LIMITS                               | LIMIT OF INSURANCE |
| Products/Completed Operations Aggregate        | \$600,000          |
| General Aggregate                              | \$600,000          |

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

## FORMS AND ENDORSEMENTS

|            |                                 |
|------------|---------------------------------|
| CMP-4100   | Businessowners Coverage Form    |
| CMP-4222.2 | *Amendatory Endorsement-MI      |
| FE-3653    | *Actual Cash Value Endorsement  |
| FE-6998.1  | *Terrorism Insurance Cov Notice |
| CMP-4961   | Unauthorized Business Card Use  |
| CMP-4906   | Back-Up of Sewer or Drain       |
| CMP-4904   | Dependent Prop Loss of Income   |
| CMP-4910   | Employee Dishonesty             |
| CMP-4909   | Money and Securities            |
| CMP-4903   | Utility Interruption Loss Incm  |
| CMP-4905   | Loss of Income & Extra Expnse   |
| FD-6007    | Inland Marine Attach Dec        |
|            | * New Form Attached             |

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for YORK & DOLAN & TOMLINSON  
Policy Number 92-13-1620-3

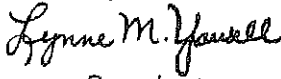
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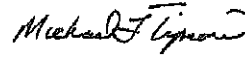
This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

  
Secretary

  
President

---

**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Prepared  
JUL 24 2017  
CMP-4000

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Continued on Next Page

Page 6 of 7



## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for YORK & DOLAN & TOMLINSON  
Policy Number 92-13-1620-3



### Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.® using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Prepared  
JUL 24 2017  
CMP-4000

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NC - Hartford



## YOUR BUSINESS INSURANCE SOLUTION WORKERS' COMPENSATION PROPOSAL

**Prepared for:**

York, Dolan & Tomlinson, PC  
42850 Garfield Rd Ste 101  
Clinton Township, MI 48038-5026

**Reference Number:**

81WECAA3P3X - 004

**Proposal Date:**

05/22/2017, 3:13 PM

**Proposed by:**

THE CAMPBELL GROUP  
5664 Prairie Creek Drive  
Caledonia, MI 49316

**Proposal Created by:**

THE CAMPBELL GROUP

Total Estimated Annual Premium for Workers' Compensation:

\$ 854.00

Policy Minimum Premium: \$221.00 (MI)

**POLICY LEVEL**

Page

Coverage.....

2

**RATING INFORMATION**

Class Code Details.....

2

**Important Messages:**

This document is a proposal of insurance for the applicant indicated above. It is not to be used as proof of coverage, unless bound by an authorized agent.

**WHY THE HARTFORD**

200 years experience | 1 million customers | Named One of the World's Most Ethical Companies  
The Hartford is the market leader for small business with more than 200 years of experience, trusted by  
over 1 million customers and rated 4.9 out of 5 by Small Businesses.

**Workers' Compensation Proposal**  
**with**  
**Sentinel Insurance Company**  
**A member company of The Hartford**  
**7/1/2017 - 7/1/2018**

**Part I - Workers' Compensation Insurance (Coverage A and C)**

Statutory Coverage as provided by the following states:

**Michigan**

Coverage includes Medical and Loss of Income Benefits for injuries arising out of a work related injury.

1. MI owners/officers are included.

| Part II - Employers Liability Insurance<br>(Coverage B) |    | Limits of Insurance |               |
|---------------------------------------------------------|----|---------------------|---------------|
| Bodily Injury By Accident                               | \$ | 100,000             | Each Accident |
| Bodily Injury By Disease                                | \$ | 500,000             | Policy Limit  |
| Bodily Injury By Disease                                | \$ | 100,000             | Each Employee |

**Rating Information:**

State: Michigan

Location: 1

Location Address: 42850 Garfield Rd Ste 101  
Clinton Townshi, MI 48038

| Class Code | Description | Rate   | Premium Basis<br>(Rate per \$100 of Exposure) | Class Premium |
|------------|-------------|--------|-----------------------------------------------|---------------|
| 8820       | Attorney    | 0.1700 | 324,761                                       | \$ 552.00     |

**State Recap:**

|                                                            |         |       |          |
|------------------------------------------------------------|---------|-------|----------|
| Total Class Premium                                        |         | \$    | 552.00   |
| Total Premium Subject to Experience Modification           |         | \$    | 552.00   |
| Merit Rating                                               | .95     | \$    | -28.00   |
| Premium Adjusted By Application Of Experience Modification |         | \$    | 524.00   |
| Total Estimated Annual Standard Premium                    |         | \$    | 524.00   |
| Expense Constant 0900                                      |         | \$    | 200.00   |
| Terrorism (9740)                                           | 324,761 | .0200 | \$ 65.00 |
| Catastrophe (9741)                                         | 324,761 | .0200 | \$ 65.00 |
| Total Estimated Annual Premium                             |         | \$    | 854.00   |

Premium is based on an estimated payroll and subject to annual audit.

At the inception of the policy period our records show that you have employees located in the following states:

**Michigan**

If you have employees working in any other states, please notify our office immediately.  
Merit and Experience Mods are tentative and subject to final calculation.

**Notes:**

With very few exceptions, every business with employees needs to carry workers' compensation insurance. Failure to provide coverage can result in stiff penalties for the employer, including substantial fines, criminal prosecution or responsibility by the employer for any workers' compensation benefits due an injured worker.

- Our **basic** broad form included in this proposal offers a number of enhancements ***at no additional charge***. A few of these coverages include:
- Voluntary Compensation Covered
  - Employer Liability Stop Gap in Monopolistic States
  - Pay for reasonable Expenses, including Loss of Earnings

Cash flow is very important to business owners. Are you interested in paying your Workers' Compensation premium on a pay-as-you-go basis? Ask your insurance professional today about The Hartford's payroll billing solutions for Workers' Compensation. Benefits to business owners include:

- No large premium down-payment
- Pay-as-you-go premium charges based on actual payroll
- Mitigation of audit surprises at the end of the policy period

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **Terrorism Coverage and Premium**

In accordance with the federal Terrorism Risk Insurance Act (as amended "TRIA"), we are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to this terrorism coverage is shown in the premium section(s) of this quote proposal or binder.

### **Definition of Certified Act of Terrorism**

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### **Disclosure of Federal Share of Terrorism Losses under TRIA**

The United States Department of the Treasury will reimburse insurers for 85% of insured losses that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%.

However, if aggregate industry insured losses under TRIA exceed \$100 Billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

### **Cap on Insurer Liability for Terrorism Losses**

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 Billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

**Note to Producer on TRIA:** The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting. If you are not using this quote proposal, you can use Hartford's stand-alone TRIA disclosure form for quotes and binders, which is available on the EBC or from the company.



***LEGAL SERVICES  
REQUEST FOR QUALIFICATIONS  
and  
REQUEST FOR PRICING***

**for**

***CITY OF FRASER***

***YORK, DOLAN & TOMLINSON, P.C.***  
**John A. Dolan & Timothy D. Tomlinson**  
22600 Hall Road, Suite 205  
Clinton Township, Michigan 48036  
Phone: 586-263-5050  
Fax: 586-263-4763  
[jdolan@yorkdolanlaw.com](mailto:jdolan@yorkdolanlaw.com)  
[ttomlinson@yorkdolanlaw.com](mailto:ttomlinson@yorkdolanlaw.com)

# ***REQUEST FOR QUALIFICATIONS***

## ***YORK, DOLAN & TOMLINSON, P.C.***

### **1. York, Dolan & Tomlinson, P.C.**

#### **a. Areas of Specialty**

**Assessing.** Handling of tax appeals before the Michigan Tax Tribunal. Assistance in matters involving the Michigan State Tax Commission. Assistance in the preparation and review of resolutions involving industrial facilities tax abatements. Review and interpretation of statutes.

**Building.** Review and interpretation of State statutes. Assistance in enforcement, both at the District Court level and in Circuit Court, including appeals.

**Capital Improvements.** Assistance in determining needs. Reviewing contracts. Exploring and establishing financing mechanisms.

**City Clerk.** Election-related issues and all issues pertaining to the operation of the Clerk's office, including Michigan Freedom of Information Act requests.

**City Development.** Assistance with the Planning Department with respect to the establishment, review and amendment of Master Plans and Zoning Ordinances. Assistance with respect to the establishment of Downtown Development Authorities, Brownfield Authorities and other development-related areas permitted under applicable statutes. Assistance with water and sewer and environmental-related issues.

**District Court.** Currently responsible for complaint review, preparation of complaints and warrants, prosecutions in the City of Roseville (since 1992), City of New Baltimore (since 2002) and the City of Fraser (since 2004). We have handled all aspects of municipal prosecutions, including pre-trials, motions, bench and jury trials.

**Engineering.** Assist Clinton Township in establishing in-house engineering department. For all clients, draft and review contracts for retention of outside consulting engineers. Draft and review easements. Consultation and review with regard to contractual water and sewer issues involving the Great Lakes Water and Sewer Department. Assistance and review, preparation and interpretation of contract documents and the establishment of ordinances. For City of New Baltimore assistance in evaluating feasibility and financing of municipal water plant expansion.

**Finance.** Review and provide opinions with respect to interpretation of applicable laws.

# ***REQUEST FOR QUALIFICATIONS***

## ***YORK, DOLAN & TOMLINSON, P.C.***

**Fire Department.** Assistance with regard to Emergency Management, First Responder, Advanced Life Support, mutual aid, collective bargaining, employee relations, litigation and training procedures.

**General Administration.** Preparation and review of contracts. Review and interpretation of various statutes. Development and review of policies and procedures. All aspects of general administration.

**Major Roads.** Acquisition of right of way. Highway liability claims. Contract supervision and review. Rules and regulations regarding right of way. Review and interpretation of statutes. City of New Baltimore, City of Roseville, City of Fraser and Macomb County Department of Roads.

**Personnel/Labor Relations.** Handling grievances, matters before the Michigan Employment Relations Commission, collective bargaining, Act 312 arbitration, general arbitrations, Act 78 Police and Fire, police department trial board proceedings.

**Planning Commission.** Advice and opinions to the Planning Commission, review of procedures.

**Planning Office.** Advice and opinions to the Planning Office, including ordinance update and review.

**Police Department.** Defense of police liability litigation. Handling of police discipline. Assistance and review, preparation of internal regulations and rules. Handling of labor arbitration and police and fire civil service matters.

**Purchasing.** Review and interpretation with respect to applicable laws. Reviewing applicability of purchasing regulations in particular circumstances.

**Self-Insurance/Lawsuits.** Currently handle bodily and personal injury claims for the Charter Township of Clinton, the Macomb County Department of Roads, City of Fraser and City of Roseville, including areas such as highway liability, automobile accidents, slip and fall, sexual harassment, sex discrimination, zoning (including taking damage claims), various other damage claims under common law tort theories or constitutionally dimensioned theories. Handling litigation on a variety of subjects.

**Telecommunications/Cable.** Negotiation of cable franchises, drafting of ordinances relating to cable television and telecommunication permits. Review of policies and procedures and applicable law.

# ***REQUEST FOR QUALIFICATIONS***

## ***YORK, DOLAN & TOMLINSON, P.C.***

**Water and Sewer.** Review of contracts and administration with respect to installation of water and sewer improvements. Review of ordinances. General administration of Department. Review of claims relating to water and sewer back-ups. Review of issues with Great Lakes Water and Sewer Department and State of Michigan.

**Zoning Board of Appeals.** Advice and opinions to Zoning Board of Appeals. Attendance at selected Zoning Board of Appeals meetings. Handling of appeals from the Zoning Board of Appeals to the Macomb County Circuit Court.

**Zoning/Code Enforcement.** Assistance in commencement of proceedings in both District and Circuit Court. Furnishing advice and counsel.

### **b. Years in Business**

*York, Dolan & Tomlinson, P.C.* is an outgrowth of several predecessor firms. In 1969, the law firm of Towner, Rosin, York & McNamara was formed. In approximately 1979, the law firm split up and a law firm known as Fred York & Associates, P.C. was formed. Approximately 4 years later, that firm changed its name and became known as York & Dolan, P.C. In 1989, Mr. York passed away. In 1990, Joseph Ciaramitaro, Jr. became associated with the firm and the firm, a short time later, changed its name to York, Dolan and Ciaramitaro, P.C. At the end of 2001, Joseph Ciaramitaro left the firm and the firm was renamed: *York, Dolan & Tomlinson, P.C.* and continues as such now. Both Mr. Dolan and Mr. Tomlinson have been with the same firm their entire legal careers.

### **Current Municipal Clients**

| <u>Municipality</u>               | <u>Continuously Since</u> |
|-----------------------------------|---------------------------|
| Charter Township of Clinton       | 1977                      |
| City of Roseville                 | 1992                      |
| Macomb County Department of Roads | 2001                      |
| City of New Baltimore             | 2002                      |
| City of Fraser                    | 2004                      |
| Chippewa Valley Schools           | 2005                      |
| 41B District Court                | 2007                      |

(A previous Municipal Client was the Charter Township of Shelby: 1988-1990 and 1998-2002.)



# ***REQUEST FOR QUALIFICATIONS***

## ***YORK, DOLAN & TOMLINSON, P.C.***

### **2. Office Location/Contact Information**

*York, Dolan & Tomlinson, P.C.*  
22600 Hall Road, Suite 205  
Clinton Township, MI 48036  
Phone: 586-263-5050  
Fax: 586-263-4763

### **3. Personnel**

#### **a. Principal Contact Name**

Timothy D. Tomlinson  
*York, Dolan & Tomlinson, P.C.*  
22600 Hall Road, Suite 205  
Clinton Township, MI 48036  
Phone: 586-263-5050  
Fax: 586-263-4763  
[ttomlinson@yorkdolanlaw.com](mailto:ttomlinson@yorkdolanlaw.com)

#### **b. Personnel for Legal Services**

John ("Jack") Dolan and Timothy Tomlinson will be lead attorneys representing the City of Fraser. Both attorneys are licensed to practice law in Michigan and are in good standing with the Michigan State Bar. The principal attorneys both have practiced municipal law within the State of Michigan in excess of twenty years. Both Mr. Dolan and Mr. Tomlinson will be working on the general legal matters that need to be addressed for the City of Fraser as set forth in the areas of specialty.

#### **1. Attorney John A. Dolan ([jdolan@yorkdolanlaw.com](mailto:jdolan@yorkdolanlaw.com))**

Licensed attorney for over 40 years. Tried to conclusion numerous cases involving municipal issues in Michigan and Federal Courts. Appeared and orally argued before the Michigan Supreme Court, the Michigan Court of Appeals, Federal District Court, and Federal Sixth Circuit Court of Appeals. Representation in all areas of municipal law. Previous service for Macomb County Circuit Court as a neutral mediator for in excess of 15 years. University of Illinois, B.A. with distinction, 1974; Wayne State University, J.D., 1977.

## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

**2. Attorney Timothy D. Tomlinson (ttomlinson@yorkdolanlaw.com)**

Licensed attorney for over 21 years. Appeared and orally argued before the Michigan Supreme Court, the Michigan Court of Appeals, Federal District Court, and Sixth Circuit Court of Appeals. Representation in all areas of municipal law. Tried to conclusion an extensive number of cases involving municipal-related issues. Michigan State University, B.A., 1992; Detroit College of Law, J.D. Cum Laude, 1996.

**c. Other Key Personnel**

Administrative Assistants, Jennifer Hildreth, and Sharon Morford, both of which have been with our firm 10 plus years.

**d. Total Number of Licensed Attorneys**

Two

**e. Total Number of Staff**

Five

**4. Adequate Staff**

We currently service the City of Fraser and are proud of the service not only provided to the City of Fraser, but all of our municipal clients. *York, Dolan & Tomlinson, P.C.* takes great pride in being responsive to the needs of our clients and providing legal counsel in all facets of municipal law. At this time, additional staff does not need to be hired. Our past service and responsiveness to the City of Fraser is a good example of our ability to conduct the work assigned in a timely and efficient manner.

**5. Experience**

Experience is listed in Areas of Specialty as provided in subparagraph 1(a) above. With that said, the following are samples of published opinions arising out of litigation that we have handled on behalf our clients which relate to municipal issues (listed chronologically):

*Clinton Township v Mount Clemens*, 171 Mich App 288 (1988). Issues involving municipal boundary disputes and annexation.

## ***REQUEST FOR QUALIFICATIONS***

***YORK, DOLAN & TOMLINSON, P.C.***

***Police and Fire Retirement Board v Shelby Township***, 438 Mich 247 (1991). Significant case which involves interpreting the selection of actuaries and funding requirements of Public Act 345 of 1937, involving Police and Fire Retirement.

***Jeffrey v Clinton Township***, 195 Mich App 260 (1992). A Court of Appeals case which rules that district court prosecution proceedings in most circumstances cannot be collaterally attacked or enjoined by a circuit court action.

***Bell River Associates v China Township***, 223 Mich App 124 (1997). Interprets the relationship between a township zoning ordinance and the Mobile Home Commission Act requirements involving special land use approval and restates the concepts of law involving zoning.

***Jott v Clinton Township***, 224 Mich App 513 (1997). Significant case which clearly outlines applicable law involving regulating adult uses through zoning and regulations involving liquor licenses establishments.

***Howard v Clinton Township***, 230 Mich App 692 (1998). Holds that special assessments secured by a lien on property sold at tax sale are not cancelled upon conveyance by tax deed of the subject property.

***Macomb County Prosecutor v Murphy***, 464 Mich 149 (2001). Holds that the position of township trustee is not incompatible with the position of Delinquent Personal Property Tax Coordinator in the County Treasurer's office.

***Sekulov v Board of County Road Commissioners for Macomb County/City of Warren***, 251 Mich App 333 (2002). Reversed Supreme Court order May 14, 2003. Holds that ***Nawrocki v Macomb County Road Commission***, 463 Mich 143 (2000) will have full retroactive effect. The Court of Appeals was reversed by the Michigan Supreme Court.

***Dorman v Township of Clinton***, 269 Mich App 638 (2006), application for leave denied 477 Mich 955. This is a definitive often cited case which clearly sets forth legal standards and their application relating to a wide variety of theories for challenging a Municipal Zoning Ordinance. The Township position was upheld.

In each of the aforementioned cases, we represented the municipality with the exception of ***Belle River v China Township***.

## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

In addition to a general synopsis of those cases, the following are several cases that we believe result in our greatest achievements in municipal law:

***Dorman v Township of Clinton***, 269 Mich App 638 (2006), *app lv den* 477 Mich 955. We successfully defended Clinton Township against an action for inverse condemnation, challenging the validity of the Township's decision to re-zone its property from light industrial to residential multiple. A land speculator purchased property in a residential neighborhood in Clinton Township. According to the Township's Master Plan, Plaintiff's property was originally zoned residential multiple allowing the construction of apartment buildings, condominium complexes or single family residences. In 1993, the Township re-zoned the property to light industrial with a special use permit for a local Elks Club. Plaintiff anticipated beginning a public storage business on the site. Following a public hearing, the Planning Commission recommended to re-zone Plaintiff's property to its original classification of residential multiple. Plaintiff sued for inverse condemnation, challenging the validity of the Township's decision to re-zone his property. In this frequently cited opinion, the Court of Appeals held in favor of the Township.

***Z & Z Fireworks v City of Roseville***, Court of Appeals (Docket No. 333642) (2016). This is an action alleging preemption of a local ordinance by the Michigan Fireworks Safety Act, wherein Plaintiff appealed as of right the Trial Court's Order granting summary disposition in favor the City of Roseville and denying summary disposition to Plaintiff. The Court of Appeals affirmed the position of the City that its ordinance was not preempted by the new fireworks act. This case is seminal in that it is the first case that directly addressed preemption with regard to the Michigan Fireworks Safety Act by the Court of Appeals.

***Jott v Clinton Township***, 224 Mich App 513 (1997). We successfully defended the Charter Township of Clinton from an attempt to establish an adult-themed topless entertainment bar. We prevailed in the Federal District Court and in Macomb County Circuit Court, and affirmed in the Michigan Court of Appeals. This case has become a definitive statement of the law regarding zoning of adult uses and adult uses in liquor-licensed establishments.

In August, 1998, a severe thunderstorm occurred in Clinton Township. In excess of 600 basement homes suffered sanitary sewer back-ups. Approximately 26 plaintiffs sued in ***Hamilton, et al v Clinton Township***, Macomb Circuit Case No. 99-124-NZ. Approximately 13 sued in ***Gerbe, et al v Clinton Township***, Macomb Circuit Case No. 99-347-NZ. An attempted class action law suit was filed naming as representative



## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

plaintiffs seven plaintiffs in Macomb Circuit Case No. 01-3362-CZ. We successfully fought a class certification. All cases were settled with the exception of 13 cases with approximate ranges of \$2,500 to \$13,000 per case. The remaining cases were arbitrated with an average result of approximately \$13,000.00 to \$14,000.00 per case.

In *Garfield Courts Apartments, et al v Clinton Township*, Macomb Circuit Case No. 93-2780-NZ, approximately 13 apartment owners sued Clinton Township seeking money damages and a declaration that the Solid Waste Ordinance was invalid. A short time later, in *Sawkin, et al v Clinton Township*, Macomb Circuit Case No. 94-5621-CE, a class action lawsuit was filed on identical grounds. Plaintiffs, as a result of a United States Supreme Court decision involving the Commerce Clause, sought to have the ordinance declared unconstitutional. At that time, the Grosse Pointe-Clinton Refuse Disposal Authority, of which Clinton Township was a member, was using its incinerator facility to burn solid waste which was then disposed of at a landfill site. The combined cost of incineration and ash disposal was substantial. We were able to utilize the opportunity of this lawsuit to pressure our ash disposal vendor to renegotiate a contract for solid waste disposal. We accomplished several things. First, we ceased incinerator operations and obtained a substantial decrease on trash disposal costs. Second, we convinced plaintiffs to settle for prospective relief only. Third, notwithstanding a reservation of rights and dispute over coverage, our insurance carrier paid attorney fees on behalf of the plaintiffs. Finally, we modified our ordinance, making it more voluntary with no adverse impact to our obligations with the Grosse Pointe-Clinton Refuse Disposal Authority. In the end, the litigation did not cost the Township any money out of pocket, and the residents ended up with a substantial decrease in refuse rates.

#### **6. Specific Reasons to be Considered**

Our mission statement and guiding principles are built upon the cornerstones of integrity and hard work. Approximately 80 percent of our work is governmental. We are best characterized as a Macomb County law firm with a clientele and participation in community affairs focused within Macomb County.

Our guiding principles include a pro-active approach, a same-face approach, an emphasis on client communication and an avoidance of encroachment upon administrative and policy-making prerogative.

## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

We have always emphasized a pro-active approach. We attempt to foresee outcomes from decision-making processes and evaluate whether they will evolve into potential problems, including potential litigation. Issues are evaluated, examining risk probability and risk tolerance. We attempt to scrutinize the nature and length of potential problems as well as the real cost to the municipality. We believe these tactics have reduced litigation expense in the communities we represent.

We follow a same-face approach. Jack Dolan or Tim Tomlinson will be the two attorneys that the administration, department heads and board members encounter. Jack Dolan and Tim Tomlinson will be the primary attorneys with responsibility to the City. We believe such an approach provides better oversight and avoids problems involving the sufficiency of follow through. It has been our experience that seamless representation can be provided by two experienced partners furnishing legal services.

We emphasize open and immediate client communication. We attempt to focus on the quality of communication. Clearly understanding a clients' concerns and communicating thought processes in a concise and understandable manner which allows administrators and policymakers to appropriately act upon and rely upon information is essential.

We are vigilant in avoiding encroachment into the authority exercised by administrators and policymakers. We will suggest a pro-active approach and if approved, will work closely with the administrator or policymaker to execute that approach. We will not make recommendations or undertake tasks unless we are clearly instructed to do so and the scope of the undertaking is well-defined and understood.

#### **7. Municipal References**

**Robert Taylor, Mayor**  
**City of Roseville**  
29777 Gratiot Avenue  
Roseville, MI 48066  
Phone: 586-445-5410

**Robert J. Cannon, Supervisor**  
**Charter Township of Clinton**  
40700 Romeo Plank Road  
Clinton Township, MI 48038  
Phone: 586-286-8000 x8093

## ***REQUEST FOR QUALIFICATIONS***

***YORK, DOLAN & TOMLINSON, P.C.***

**Marco Santia, Judge**  
**39th District Court**  
29733 Gratiot  
Roseville, MI 48066  
Phone: 586-447-4443

**Scott Adkins, City Manager**  
**City of Roseville**  
29777 Gratiot Avenue  
Roseville, MI 48066  
Phone: 586-445-5410

**Ronald Roberts, Superintendent**  
**Chippewa Valley Schools**  
19120 Cass Ave.  
Clinton Twp., MI 48038  
Phone: 586-723-2000

**John A. Schapka**  
**Macomb County Corporate Counsel**  
One S. Main St., 8<sup>th</sup> Floor  
Mount Clemens, MI 48043  
Phone: 586-469-6346

**Kenneth Butler, Councilman**  
**City of New Baltimore**  
36535 Green Street  
New Baltimore, MI 48047  
Phone: 810-571-1325

**Paul Gielegheem, Treasurer**  
**Charter Township of Clinton**  
40700 Romeo Plank Road  
Clinton Township, MI 48038  
Phone: 586-286-8000

## ***REQUEST FOR QUALIFICATIONS***

### ***YORK, DOLAN & TOMLINSON, P.C.***

#### **8. Disclosure of Potential Conflicts**

*York, Dolan & Tomlinson, P.C.* performs legal services on behalf of the Macomb County Department of Roads. No conflicts have occurred which have required the firm to recuse itself in connection with legal services performed by the Macomb County Department of Roads.

#### **9. Performance of Day-to-Day Activities**

Our offices are located only a short distance from the City of Fraser offices. As in the past, we will continue to attend any and all meetings scheduled by the City Administration, including department heads, to provide our assistance where needed. Furthermore, Tim and Jack are accessible, either at the office or through mobile telephone. For emergency purposes, they are accessible 24-hours a day through mobile phone numbers.

#### **10. Insurance**

See attached.

#### **11. Exceptions or Deviations to Required Scope of Services**

With regard to the specialty services requested for outside counsel assistance, we have handled all tax tribunal matters on behalf of the City of Fraser since our original engagement. We have also participated and assisted in labor negotiations, as well as, grievances and arbitration proceedings. Additionally, through various times of our representation of the City, we have handled litigation when assigned to do so by the City and/or its insurance carrier.

#### **12. Bar Association Complaints**

*York, Dolan & Tomlinson, P.C.* nor have John Dolan and Timothy Tomlinson had any Bar Association complaints filed against them in the last five (5) years.

#### **13. Bankruptcy**

The firm has never filed for bankruptcy.

#### **14. Termination**

*York, Dolan & Tomlinson, P.C.* has not been terminated by any municipal client in the last five years.



## ***REQUEST FOR QUALIFICATIONS***

***YORK, DOLAN & TOMLINSON, P.C.***

### **15. Standard Time Frames for Response**

The standard time frame to respond to directions or inquiries from the City Council or City Personnel will be to respond as soon as possible to telephone calls, which in virtually all cases, will be on the day the call is made, more often than not, within one hour. When matters require research, generally, an initial impression can be provided within 24 to 48 hours depending on the complexity of the matter. If the circumstances are an emergency, shorter time frames can be met.

### **16. Familiarizing Yourself with Current Issues Facing the City**

We have been the attorneys for the City of Fraser since 2004. We are very familiar with the issues facing the City currently.

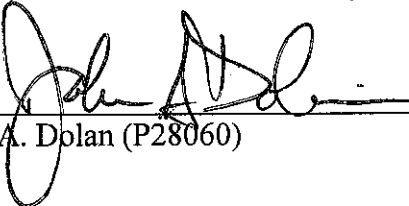
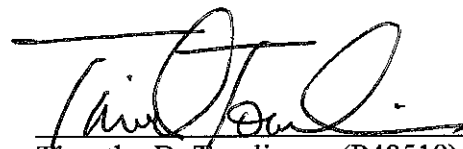
### **17. Pricing**

See Legal Services Request for Pricing.

We have established efficiencies of scale in providing prosecution services in the 39th District Court for the City of Roseville, as well as the City of Fraser. We believe that by serving both the City of Roseville and the City of Fraser, the funding units of the 39th District Court, economies of scale and efficiencies result in our ability to provide prosecution services in their entirety, including all trials, hearings, responses to motions, etc., in the monthly prosecution retainer fee. If the City Council is considering dividing the account, we would welcome the opportunity to continue our relationship in representing the City of Fraser in the 39th District Court. Currently, docket days in Fraser are Tuesdays and docket days for Roseville are on Thursdays. However, because we represent both communities, this allows flexibility in handling cases on either days in the event it is needed. Additionally, jury trial dates for the City Fraser and the City of Roseville are typically scheduled together on the same days. The ability to represent both units at the District Court allows the Court flexibility and efficiency, thereby lowering costs for these funding units.

Respectfully submitted,

*YORK, DOLAN & TOMLINSON, P.C.,*

  
\_\_\_\_\_  
John A. Dolan (P28060)  
\_\_\_\_\_  
Timothy D. Tomlinson (P48519)



**LEGAL SERVICES  
REQUEST FOR PRICING**

**YORK, DOLAN & TOMLINSON, P.C.**

| Pricing Component                                                                                                                                                                                                                                 | Amount                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| A: Monthly General Counsel Retainer                                                                                                                                                                                                               | \$ <u>5,300.00</u>                       |
| 1. Attendance at one City Council Meeting per month                                                                                                                                                                                               | \$ <u>(included in monthly retainer)</u> |
| B. Monthly Prosecution Retainer                                                                                                                                                                                                                   | \$ <u>2,700.00</u>                       |
| C. Hourly Rate (for filed civil cases)                                                                                                                                                                                                            | \$ <u>100.00</u>                         |
| D. Hourly Rate (for other specialty services provided by your firm)                                                                                                                                                                               | \$ <u>100.00</u>                         |
| E. Listing of All Other Expenses to be Charged Outside of the Above Fees:                                                                                                                                                                         | \$ <u>(included)</u>                     |
| 1. Other than extraordinary expenses for copying, mileage, or other investigative services, all is included within the pricing. We do not charge separately for copying, mileage, postage, or other ancillary expenses related to representation. | \$ <u>(included)</u>                     |
| 2.                                                                                                                                                                                                                                                | \$ _____                                 |
| 3.                                                                                                                                                                                                                                                | \$ _____                                 |
| 4.                                                                                                                                                                                                                                                | \$ _____                                 |







## ASPEN AMERICAN INSURANCE COMPANY

### Administrative Offices

590 Madison Avenue, 7th Floor  
New York, NY 10022

### Statutory Home Office

350 North St. Paul Street  
Dallas, TX 75201

### THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. UNLESS THIS POLICY IS OTHERWISE ENDORSED, CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMITS OF LIABILITY. PLEASE READ THIS POLICY CAREFULLY.

## LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

**COMPANY:** ASPEN AMERICAN INSURANCE COMPANY

**POLICY NUMBER:** LPP001035-04

**RENEWAL OF:** LPP001035-03

**PRODUCER NAME & ADDRESS:**

B&B Protector Plans, Inc.  
d/b/a The Lawyer's Protector Plan  
655 North Franklin Street  
Suite 1900  
Tampa, FL 33602

**1. NAMED INSURED:**

York, Dolan & Tomlinson, P.C.

**2. ADDRESS:**

42850 Garfield Road  
Suite 101  
Clinton Township, MI 48038

**3. POLICY PERIOD:**      **EFFECTIVE DATE:** 09/09/2017      **EXPIRATION DATE:** 09/09/2018  
12:01 A.M. Standard Time at the address of the **Named Insured** as stated in Item 1. above.

**4. LIMITS OF LIABILITY** (Inclusive of claim expenses ☒, or, exclusive of claim expenses ☐):

A. \$2,000,000 Limit of Liability - Each Claim

B. \$2,000,000 Limit of Liability - Policy Aggregate

5. **DEDUCTIBLE** (Inclusive of claim expenses ☒, or, exclusive of claim expenses ☐):

A. \$10,000 Each Claim

B. \$10,000 Aggregate

6. **PREMIUM:** \$3,923.00

**TAXES and/or SURCHARGES:** \$0.00

**TOTAL:** \$3,923.00

7. **NOTICES TO BE SENT TO:**

**Report a Claim In Writing:**

Claims Department  
Lawyer's Protector Plan  
655 North Franklin Street  
Suite 1900  
Tampa, FL 33602  
Fax 888-239-2663

Email: lppclaims@bbprograms.com

**All Other Notices:**

Lawyer's Protector Plan  
655 North Franklin Street  
Suite 1900  
Tampa, FL 33602  
800-282-6955  
Fax 813-223-9547

Email: lpp@bbprograms.com

**For claims related questions, please call:**

813-222-4291

Toll Free: 800-336-5529 ext. 14291

8. **RETROACTIVE DATE** (if applicable): 09/09/2002

9. **FORMS AND ENDORSEMENTS ATTACHED AT POLICY EFFECTIVE DATE:**

ASP LPP 062 DEC (12 13) Lawyers Professional Liability Declarations

ASP CO 098 (02 13) AAIC Signature Page

ASP LPP 063 (11 13) Lawyers Professional Liability Policy

ASP LPP 064 (11 13) OFAC Endorsement

ASP LPP 076 MI (11 13) Michigan Amendatory Endorsement

ASP LPP 077 MI (11 13) Michigan Policyholder Notice

ASP LPP 027 (11 13) Extended Reporting Period Retirement Amendment

ASP LPP 017 (11 13) Office Sharing Exclusion Endorsement

ASP LPP 029 (11 13) Aggregate Deductible Endorsement

By acceptance of this policy, the **Insured** agrees that the statements in the Declarations, the Application and any attachments hereto are the **Insured's** agreements and representations and that this policy embodies all agreements existing between the **Insured** and the **Company** or any of its Authorized Representatives relating to this insurance.

Aspen American Insurance Company



## SIGNATURE PAGE

IN WITNESS WHEREOF, the **Company** has caused this Policy to be signed by its President and Secretary and countersigned where required by law on the Declarations page by its duly Authorized Representative.

---

Secretary

---

President



STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

2702 Ireland Grove Road  
Bloomington, IL 61709-0001

**Named Insured**

AT2

000999 3125

M-04-6692-FAC4 F U

YORK & DOLAN & TOMLINSON  
42850 GARFIELD  
CLINTON TWP MI 48038-5026



**RENEWAL DECLARATIONS**

**Policy Number** 92-13-1620-3

| Policy Period | Effective Date | Expiration Date |
|---------------|----------------|-----------------|
| 12 Months     | SEP 6 2017     | SEP 6 2018      |

The policy period begins and ends at 12:01 am standard time at the premises location.

**Agent and Mailing Address**

BRENDA BROWN  
26561 W 12 MILE RD STE 203  
SOUTHFIELD MI 48034-5694

PHONE: (248) 353-2260  
(248) 353-2261

**Office Policy**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM  
Minimum Premium

\$ 475.00

Discounts Applied:  
Renewal Year  
Years in Business  
Claim Record

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530-686 a.2 05-31-2011 10193231c

0110-ST-1-1001



# RENEWAL DECLARATIONS (CONTINUED)

Office Policy for YORK & DOLAN & TOMLINSON  
Policy Number 92-13-1620-3

## SECTION I - PROPERTY SCHEDULE

| Location Number | Location of Described Premises              | Limit of Insurance*<br>Coverage A - Buildings | Limit of Insurance*<br>Coverage B - Business Personal Property | Seasonal Increase-Business Personal Property |
|-----------------|---------------------------------------------|-----------------------------------------------|----------------------------------------------------------------|----------------------------------------------|
| 001             | 42850 GARFIELD<br>CLINTON TWP MI 48038-5026 | No Coverage                                   | \$ 47,400                                                      | 25%                                          |

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

## SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A  
Cov B - Consumer Price Index: 244.7

## SECTION I - DEDUCTIBLES

Basic Deductible \$500

### Special Deductibles:

|                      |       |                     |       |
|----------------------|-------|---------------------|-------|
| Money and Securities | \$250 | Employee Dishonesty | \$250 |
| Equipment Breakdown  | \$500 |                     |       |

Other deductibles may apply - refer to policy.

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## RENEWAL DECLARATIONS (CONTINUED)

M 5636

Office Policy for YORK & DOLAN & TOMLINSON  
Policy Number 92-13-1620-3

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

| COVERAGE                                                                                                                  | LIMIT OF INSURANCE  |
|---------------------------------------------------------------------------------------------------------------------------|---------------------|
| Accounts Receivable                                                                                                       |                     |
| On Premises                                                                                                               | \$50,000            |
| Off Premises                                                                                                              | \$15,000            |
| Arson Reward                                                                                                              | \$5,000             |
| Back-Up Of Sewer Or Drain                                                                                                 | \$15,000            |
| Collapse                                                                                                                  | Included            |
| Damage To Non-Owned Buildings From Theft, Burglary Or Robbery                                                             | Coverage B Limit    |
| Debris Removal                                                                                                            | 25% of covered loss |
| Equipment Breakdown                                                                                                       | Included            |
| Fire Department Service Charge                                                                                            | \$5,000             |
| Fire Extinguisher Systems Recharge Expense                                                                                | \$5,000             |
| Forgery Or Alteration                                                                                                     | \$10,000            |
| Glass Expenses                                                                                                            | Included            |
| Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis) | 10%                 |
| Money And Securities (Off Premises)                                                                                       | \$5,000             |
| Money And Securities (On Premises)                                                                                        | \$10,000            |
| Money Orders And Counterfeit Money                                                                                        | \$1,000             |
| Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)  | \$100,000           |
| Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)                     | \$250,000           |

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# RENEWAL DECLARATIONS (CONTINUED)

Office Policy for YORK & DOLAN & TOMLINSON  
Policy Number 92-13-1620-3

|                                                                                                      |          |
|------------------------------------------------------------------------------------------------------|----------|
| Ordinance Or Law - Equipment Coverage                                                                | Included |
| Outdoor Property                                                                                     | \$5,000  |
| Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)   | \$5,000  |
| Personal Property Off Premises                                                                       | \$15,000 |
| Pollutant Clean Up And Removal                                                                       | \$10,000 |
| Preservation Of Property                                                                             | 30 Days  |
| Property Of Others (applies only to those premises provided Coverage B - Business Personal Property) | \$2,500  |
| Signs                                                                                                | \$2,500  |
| Unauthorized Business Card Use                                                                       | \$5,000  |
| Valuable Papers And Records                                                                          |          |
| On Premises                                                                                          | \$50,000 |
| Off Premises                                                                                         | \$15,000 |
| Water Damage, Other Liquids, Powder Or Molten Material Damage                                        | Included |

## SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

| COVERAGE                              | LIMIT OF INSURANCE                |
|---------------------------------------|-----------------------------------|
| Dependent Property - Loss Of Income   | \$5,000                           |
| Employee Dishonesty                   | \$10,000                          |
| Utility Interruption - Loss Of Income | \$10,000                          |
| Loss Of Income And Extra Expense      | Actual Loss Sustained - 12 Months |

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## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for YORK & DOLAN & TOMLINSON  
Policy Number 92-13-1620-3

**SECTION II - LIABILITY**

| <b>COVERAGE</b>                                | <b>LIMIT OF INSURANCE</b> |
|------------------------------------------------|---------------------------|
| Coverage L - Business Liability                | \$300,000                 |
| Coverage M - Medical Expenses (Any One Person) | \$5,000                   |
| Damage To Premises Rented To You               | \$300,000                 |
| <b>AGGREGATE LIMITS</b>                        | <b>LIMIT OF INSURANCE</b> |
| Products/Completed Operations Aggregate        | \$600,000                 |
| General Aggregate                              | \$600,000                 |

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**FORMS AND ENDORSEMENTS**

|            |                                 |
|------------|---------------------------------|
| CMP-4100   | Businessowners Coverage Form    |
| CMP-4222.2 | *Amendatory Endorsement-MI      |
| FE-3653    | *Actual Cash Value Endorsement  |
| FE-6998.1  | *Terrorism Insurance Cov Notice |
| CMP-4961   | Unauthorized Business Card Use  |
| CMP-4906   | Back-Up of Sewer or Drain       |
| CMP-4904   | Dependent Prop Loss of Income   |
| CMP-4910   | Employee Dishonesty             |
| CMP-4909   | Money and Securities            |
| CMP-4903   | Utility Interruption Loss Incm  |
| CMP-4905   | Loss of Income & Extra Expnse   |
| FD-6007    | Inland Marine Attach Dec        |
|            | * New Form Attached             |

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for YORK & DOLAN & TOMLINSON  
Policy Number 92-13-1620-3

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This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Michael F. Tipton*  
President

---

**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

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## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for YORK & DOLAN & TOMLINSON  
Policy Number 92-13-1620-3

**Your coverage amount....**

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.<sup>®</sup> using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm<sup>®</sup> does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

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**YOUR BUSINESS INSURANCE SOLUTION  
WORKERS' COMPENSATION PROPOSAL**

**Prepared for:**

York, Dolan & Tomlinson, PC  
42850 Garfield Rd Ste 101  
Clinton Township, MI 48038-5026

**Reference Number:**

81WECAA3P3X - 004

**Proposal Date:**

05/22/2017, 3:13 PM

**Proposed by:**

THE CAMPBELL GROUP  
5664 Prairie Creek Drive  
Caledonia, MI 49316

**Proposal Created by:**

THE CAMPBELL GROUP

**Total Estimated Annual Premium for Workers' Compensation:**

**\$ 854.00**

**Policy Minimum Premium: \$221.00 (MI)**

**POLICY LEVEL**

**Page**

Coverage..... 2

**RATING INFORMATION**

Class Code Details..... 2

**Important Messages:**

This document is a proposal of insurance for the applicant indicated above. It is not to be used as proof of coverage, unless bound by an authorized agent.

**WHY THE HARTFORD**

**200 years experience | 1 million customers | Named One of the World's Most Ethical Companies**  
*The Hartford is the market leader for small business with more than 200 years of experience, trusted by over 1 million customers and rated 4.9 out of 5 by Small Businesses.*

**Workers' Compensation Proposal**  
with  
**Sentinel Insurance Company**  
A member company of The Hartford  
7/1/2017 - 7/1/2018

**Part I - Workers' Compensation Insurance (Coverage A and C)**

Statutory Coverage as provided by the following states:

**Michigan**

Coverage includes Medical and Loss of Income Benefits for injuries arising out of a work related injury.

1. MI owners/officers are included.

| Part II - Employers Liability Insurance<br>(Coverage B) |    | Limits of Insurance |               |
|---------------------------------------------------------|----|---------------------|---------------|
| Bodily Injury By Accident                               | \$ | 100,000             | Each Accident |
| Bodily Injury By Disease                                | \$ | 500,000             | Policy Limit  |
| Bodily Injury By Disease                                | \$ | 100,000             | Each Employee |

**Rating Information:**

State: Michigan

Location: 1

Location Address: 42850 Garfield Rd Ste 101  
Clinton Townshi, MI 48038

| Class Code | Description | Rate   | Premium Basis<br>(Rate per \$100 of<br>Exposure) | Class Premium |
|------------|-------------|--------|--------------------------------------------------|---------------|
| 8820       | Attorney    | 0.1700 | 324,761                                          | \$ 552.00     |

**State Recap:**

|                                                            |       |    |        |
|------------------------------------------------------------|-------|----|--------|
| Total Class Premium                                        |       | \$ | 552.00 |
| Total Premium Subject to Experience Modification           |       | \$ | 552.00 |
| Merit Rating                                               | .95   | \$ | -28.00 |
| Premium Adjusted By Application Of Experience Modification |       | \$ | 524.00 |
| Total Estimated Annual Standard Premium                    |       | \$ | 524.00 |
| Expense Constant 0900                                      |       | \$ | 200.00 |
| Terrorism (9740) 324,761                                   | .0200 | \$ | 65.00  |
| Catastrophe (9741) 324,761                                 | .0200 | \$ | 65.00  |
| Total Estimated Annual Premium                             |       | \$ | 854.00 |

Premium is based on an estimated payroll and subject to annual audit.

At the inception of the policy period our records show that you have employees located in the following states:

**Michigan**

If you have employees working in any other states, please notify our office immediately.  
Merit and Experience Mods are tentative and subject to final calculation.

**Notes:**

With very few exceptions, every business with employees needs to carry workers' compensation insurance. Failure to provide coverage can result in stiff penalties for the employer, including substantial fines, criminal prosecution or responsibility by the employer for any workers' compensation benefits due an injured worker.

- Our **basic** broad form included in this proposal offers a number of enhancements *at no additional charge*. A few of these coverages include:
- Voluntary Compensation Covered
  - Employer Liability Stop Gap in Monopolistic States
  - Pay for reasonable Expenses, including Loss of Earnings

Cash flow is very important to business owners. Are you interested in paying your Workers' Compensation premium on a pay-as-you-go basis? Ask your insurance professional today about The Hartford's payroll billing solutions for Workers' Compensation. Benefits to business owners include:

- No large premium down-payment
- Pay-as-you-go premium charges based on actual payroll
- Mitigation of audit surprises at the end of the policy period

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **Terrorism Coverage and Premium**

In accordance with the federal Terrorism Risk Insurance Act (as amended "TRIA"), we are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to this terrorism coverage is shown in the premium section(s) of this quote proposal or binder.

### **Definition of Certified Act of Terrorism**

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### **Disclosure of Federal Share of Terrorism Losses under TRIA**

The United States Department of the Treasury will reimburse insurers for 85% of insured losses that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%.

However, if aggregate industry insured losses under TRIA exceed \$100 Billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

### **Cap on Insurer Liability for Terrorism Losses**

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 Billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

**Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting. If you are not using this quote proposal, you can use Hartford's stand-alone TRIA disclosure form for quotes and binders, which is available on the EBC or from the company.**



# **O'REILLY RANCILIO P.C.**

---

**ATTORNEYS AT LAW**

**PROPOSAL FOR LEGAL SERVICES**

**(WITH PRICING APPENDIX)**

**TO THE**

**CITY OF FRASER**

**Submitted by:**

**O'Reilly Rancilio P.C.  
Donald P. DeNault, Jr., Esq.  
Lawrence M. Scott, Esq.  
Sterling Town Center  
12900 Hall Road, Suite 350  
Sterling Heights, MI 48313-1151  
(586) 726-1000**

**January 16, 2018**

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## FIRM HISTORY

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O'Reilly Rancilio P.C. ("the Firm") is a full-service law firm that provides a wide range of legal services to municipalities, school districts, Fortune 500 companies, small businesses, and individuals in the tri-county area and throughout Michigan. Since its founding, the Firm has provided cost-effective legal counsel and litigation services in southeast Michigan and statewide. We have built a reputation as the go-to law firm for municipal matters, as well as many other areas of law, to assist clients who require the experience, expertise, and cost-effective service that only we can provide.

The Firm has long been established as the largest in Macomb County, with 25 attorneys, 6 paralegals, and a support staff of 25 people. But even as the largest, we always deliver services with a small firm touch by eliminating layers and always being directly accessible to our clients. In addition, the members of our Firm are well known and enjoy the respect of judges, business leaders, and elected officials throughout the tri-county area and across the political spectrum.

Over the years, the attorneys of O'Reilly Rancilio have developed a reputation for cultivating intimate client relationships. We maintain close ties with our clients. We study their issues and situations as we would our own in order to reach a full understanding of their desires and needs so that we can offer technically sound, practical, and effective legal counsel. The Firm recognizes that the practice of law is a personal service business, and endeavors to deliver such services with competency, timeliness, consideration, and economy. Our experience tells us that services so delivered will build the trust and confidence that is the hallmark of the attorney-client relationship. This dedication to service, combined with many years of experience in a wide variety of legal areas, has created the highest reputation for the Firm.

O'Reilly Rancilio P.C. is unique among suburban Detroit law firms in that we have developed and maintained a municipal law expertise while diversifying in response to an increasingly complex business climate. As a result, clients of O'Reilly Rancilio benefit from the cutting-edge counsel found in large firms, delivered with small firm accessibility and affordability. Members of the Firm have established themselves as experts and have demonstrated their knowledge in a variety of areas related to municipal law, including planning and zoning, economic development, public sector labor relations, code enforcement, regulation of public rights-of-way, taxation, district court prosecutions, ordinance preparation, litigation, and arbitration. Because of this recognized experience and expertise, the Firm has maintained long-term attorney-client relationships with its public sector clients, including the City of Sterling Heights (49 years), the Warren Consolidated Schools (38 years), and the Village of Armada (27 years). We also continue to build new long-term relationships by providing exceptional service for Grosse Pointe Shores, the City of Utica, Utica Community Schools, and the Richmond Community Schools. And, as of January 1, 2018, attorneys J. Russell LaBarge and Sharon DeWaele have joined the Firm, and they have represented the City of Harper Woods for over 40 years and the Township of Richmond for more than 21 years.

Members of the firm are actively involved in various professional organizations, and have been active on a variety of national, state, and local bar association committees. Concerned about their community, members of the firm have also allocated time to service clubs, school foundations, Chambers of Commerce, Kiwanis and Rotary groups, and other personal and professional volunteer activities.

Technology, including the Internet and “smart phones,” continues to play an important role in the operation of most law firms and the day-to-day work of attorneys. O'Reilly Rancilio P.C. is setting the standard for law firms in Southeast Michigan today and will continue to lead in the future. With sophisticated software applications, O'Reilly Rancilio is achieving excellence in client services. State of the art communications technology and Internet access gives O'Reilly Rancilio P.C. access to court dockets, Secretary of State records, credit information, instantaneous communication with clients, and on-line research for "up to the minute" information. Shared information via on-line scheduling, calendars, and e-mail help to keep members of the team connected. The firm's "team" approach to solving the issues faced by our clients is an asset that has served our clients, including the City of Fraser, very well for the past four decades.

Respected as lawyers, dedicated to serving their clients, experienced in municipal law, and employing four Fraser High School graduates with families still in Fraser, the firm of O'Reilly Rancilio P.C. is uniquely qualified to serve the needs of the City of Fraser.

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## CARING ABOUT FRASER

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O'Reilly Rancilio has a long-established history with the City of Fraser. The Firm served as general counsel for the City from 1987 to 1999, when it then took on both the general counsel role and the ordinance prosecutor role until 2004. During those time periods, Donald DeNault and Clark Andrews both provided many years of service to Fraser.

But in addition to having served for many years as the City's legal counsel, the Firm has another even more important quality that no other firm can boast.

Presently, three of the Firm's municipal attorneys are graduates of Fraser High School. Don DeNault grew up in Fraser, attended Fraser schools, and graduated from Fraser High School as part of the Top 10 in his graduating class (1989). Nathan Petrusak also grew up in Fraser, graduating from Fraser High School in 1999. Finally, Melissa (Rubino) Cohen also grew up in Fraser, graduating from Fraser High School in 2007. All of them still reside very close to Fraser, with either their parents or extended family members still living in Fraser to this day. In addition, legal assistant Sandra Kacprzak and her sister grew up in Fraser and still reside there. She graduated from Fraser High School in 2000, and is raising a future Fraser graduate (Class of 2025).

Mr. DeNault, Mr. Petrusak, and Ms. Cohen will all be part of the primary municipal team for Fraser, ensuring not only exceptional service, but also that the City will have lawyers who have a vested interest in caring about the community.



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## QUALIFICATIONS AND EXPERIENCE

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### Overview

The Firm has nearly 50 years of continuous experience representing municipal and other public sector clients. As demonstrated below, this extensive experience extends across the entirety of the scope of services the City of Fraser will need. We are confident that a thorough review of our qualifications will satisfy the City's quest for a law firm with which the City can establish a long lasting, trusting relationship that has the depth of experience needed to address the needs and concerns of the City and its residents.

Our experience with local governments has resulted in a unique expertise in areas of the law such as the Open Meetings Act, the Freedom of Information Act, the Home Rule Act, various planning and zoning statutes, economic development laws, and many other laws and regulations relating to the day-to-day business and concerns of cities. Our history of service for municipalities has also resulted in a familiarity with technical codes (for example, past and present building and fire codes) and internal policies (such as police department general orders and internal fire department policies) that has proven extremely valuable for our city clients. Our vast experience results in a unique cost-savings for the City of Fraser for projects and issues that we have already addressed for other communities.

The firm maintains a Municipal Practice Group consisting of all of the attorneys within the firm who regularly address municipal legal concerns. The attorneys in the group are Donald P. DeNault, Jr. (Chairperson), Lawrence M. Scott, Clark A. Andrews, Marc D. Kaszubski, Linda McGrail Belau, Nathan D. Petrusak, Eric C. Turnbull, Melissa L. Cohen, Christopher S. Flechsig, Nina M. Paolini-Lotarski, Scott R. Ruark, Elyse K. Stegner, J. Russell LaBarge, Jr., and Sharon DeWaele. The firm is a member of the Michigan Municipal League and the Michigan Association of Municipal Attorneys. The members of the Municipal Practice Group regularly review various municipal publications to stay current on the pressing issues facing municipalities in the 21<sup>st</sup> century.

The combined experience of the firm's attorneys with the City of Fraser and other communities is unparalleled, and the firm is uniquely qualified to continue serving the needs of the City of Fraser.

### Availability

The Firm has more than 14 attorneys who are well versed in various aspects of municipal law and will be readily available to meet the needs of the City of Fraser. The Firm's attorneys have attended over a thousand public meetings, researched countless planning and zoning issues, represented municipalities in lawsuits, rendered oral and written legal opinions, prepared complex (and routine) municipal ordinances and regulations, prosecuted tens of thousands of civil and criminal offenses, prepared hundreds of real estate transactions, and assisted in solving

innumerable legal issues for municipal clients. This experience means that the City's requests for legal assistance will always be addressed promptly and handled efficiently.

### **Qualifications and Scope of Services**

The Firm is interested in providing legal services to the City of Fraser in all of the practice areas listed in the RFQ and believes it is well qualified to do so. The practice of municipal law is increasingly complex, requiring expertise in a wide range of areas. The Firm's municipal attorneys have had the opportunity to develop specialized areas of expertise to complement their broad municipal practice background. In addition, in response to the direct question in the RFQ, no new attorneys will need to be hired. The Firm hired a new shareholder and two new associates in 2017, and two veteran municipal lawyers joined the Firm at the beginning of 2018 (J. Russell LaBarge and Sharon DeWaele). We stand ready to serve right away, with no delays or interruptions for hiring required.

In addition, all of the Firm's attorneys are licensed to practice in the State of Michigan and are in good standing with the State Bar of Michigan. Although we no longer utilize the Martindale Hubbell rating service for cost/value reasons, our Firm was always AV rated when the service was in use.

#### **➤ *General Legal Services***

The Firm currently serves as general counsel for the City of Sterling Heights, Harper Woods, Richmond Township, and the City of Utica. Other public sector clients include Warren Consolidated Schools, Utica Community Schools, Grosse Pointe Shores (ordinance prosecutions), and the Village of Armada (ordinance prosecutions). Firm attorneys attend council, planning commission, and zoning board of appeals meetings on a regular and continuing basis. Firm attorneys also attend many other municipal meetings on an as-needed basis, bringing with them a sound grasp of procedural rules of order and statutory guidance.

Attendance at meetings is, however, only one facet of the legal services provided to our municipal clients. As general counsel, Firm attorneys are regularly called upon to research and address legal issues presented by agenda items under consideration by the council, board, or commission. In many cases, this effort involves the preparation of written legal opinions interpreting statutes, charters, and municipal code provisions. Our municipal attorneys have prepared hundreds of legal opinions over the years, all of which are organized and easily accessible for baseline guidance on new issues that arise.

Our municipal clients are also regularly advised as to changes in the law due to new legislation or judicial decisions that may impact municipal operations and services. New ordinances or amendments to existing ordinances are drafted on a timely basis to keep pace with these changes in the law or to address unique community needs as identified by members of the council, boards, and/or administrative staff. The Firm strives to communicate with municipal personnel on the status of matters to ensure that legal services are being provided in a prompt, cost-effective manner.

### ➤ *Planning, Zoning, and Code Enforcement*

The Firm's attorneys have been advising planning commissions and boards of zoning appeals continuously for almost 50 years. In that time, the Firm has guided its municipal clients through a myriad of zoning issues involving the development and adoption of master plans, drafting and amending zoning ordinances, consideration of applications for re-zoning, special approval land use and variance requests, contract zoning agreements, and complex zoning litigation. In fact, the Firm drafted one of the first ordinances adopted by a municipality in Michigan implementing conditional rezoning. This ordinance and the model agreement developed to facilitate and regulate the conditional rezoning approval process and subsequent developments have proven to be extremely beneficial in resolving minor and major development issues. The Firm also recently assisted the Village of Armada with the adoption of a new master development plan.

Also in recent years, the Firm successfully concluded circuit court litigation involving a retailer seeking a temporary use permit from a municipal client in order to sell Michigan legal fireworks from a tent. The Firm succeeded in requiring this vendor to go through a stringent approval process before the Planning Commission and complying with state construction and fire code requirements for the safe handling of Michigan legal fireworks. Two neighboring jurisdictions were sued by, and lost to, this retailer, but due to our navigation of the legal issues involved, our municipal client prevailed. The Circuit Court dismissed the entire lawsuit filed by the retailer, and the Firm successfully defended the zoning ordinance in the appeal.

On a similar note, the Firm is believed to be the first to have successfully defended against a challenge to a municipal client's ban on the possession, use, and sale of sky lanterns. The Circuit Court agreed that sky lanterns are not fireworks, and therefore the state law governing fireworks does not preempt municipalities from regulating them.

The Firm has handled ordinance prosecutions for industrial, commercial, and residential violations of the property maintenance codes adopted by its municipal clients. In some cases, these violations have gone to trial. However, in our experience, ordinance prosecution is not always the most effective and/or efficient means of obtaining compliance. Due to the limited powers of the district courts, the assessment of fines tends to be the principal remedy awarded. These fines rarely result in the abatement of the offending nuisance condition. In addition, court dockets rarely move fast enough for the property owner who must suffer the consequences of a neighbor's nuisance. For this reason, the Firm has developed an administrative remedy by which property maintenance code violations are handled administratively by a board of ordinance appeals. The board provides due process through a hearing and has the power to declare a nuisance and order its abatement. A failure of the property owner to comply with the order is cause for the municipality to hire a contractor to abate the nuisance, with the costs to be borne by the property owner. Unpaid invoices become a lien against the property for eventual future collection. As communities age and property maintenance becomes a more important concern, this process has proven to be invaluable for ensuring that the community remains a desirable place to live and work.

In appropriate circumstances, the Firm has pioneered a process for securing administrative search warrants to gain lawful access to property to confirm and then abate nuisance conditions.

However, when necessary, the Firm will also aggressively pursue nuisance abatements through circuit court litigation, achieving success in recent years against a site that was out of compliance with its special approval land use; a business that began operating before becoming fire code compliant and without a certificate of occupancy; and a company that fell out of compliance with its site plan by blocking parking spaces and fire lanes due to outdoor storage.

Also, in 2010 the Firm prepared a novel animal control ordinance to address dangerous and potentially dangerous dogs. The ordinance includes an ordinance board of appeals abatement process, which expedites the decision whether to remove a dangerous dog from the community or whether to merely impose conditions on the dog's continued residency, and which avoids the costs and delays associated with court proceedings to accomplish the same objective.

Most recently, the Firm has provided expertise and guidance to municipalities regarding the existing Medical Marihuana Act and the new Medical Marihuana Facilities Licensing Act. We would be more than happy to present our PowerPoint presentation to City Council and City personnel to ensure that the City is thoroughly educated about all of the nuances associated with the new law.

➤ ***Municipal Court Criminal Matters and Code Enforcement***

Mr. DeNault, Mr. Petrusak, and Ms. Cohen – along with several other Firm attorneys – routinely handle the criminal and traffic dockets at the Grosse Pointe Shores Municipal Court, the 41A District Court in Sterling Heights and Shelby Township, the 32A District Court in Harper Woods, and the 42-1 District Court in Romeo. Mr. DeNault also has several years of experience as Fraser's ordinance prosecutor, having worked with all of the City's current judges in that role and having tried several complex cases during that time. Criminal and civil cases arising from code violations, along with municipal civil infractions, are also regularly prosecuted on behalf of our clients. The City of Fraser will have the benefit of this vast level of experience, which constitutes thousands of individual cases each year.

The collective experience of our attorneys in the area of municipal ordinance prosecution far exceeds 100 years, and the Firm's collective knowledge includes an extensive "brief bank" which is utilized to expeditiously respond to motions filed by criminal defense attorneys. In addition, our attorneys routinely review and authorize complaints, handle pretrials and trials, conduct evidentiary hearings, and prepare and defend appeals. We provide information to crime victims under the Crime Victim's Rights Act, and we work closely with police departments to ensure accuracy and efficiency in ordinance prosecution. The Firm was the first local firm to regularly utilize mandatory pretrials for traffic matters, and we developed a thorough plea form that is still in use for Fraser's prosecution cases, including a release of liability clause to economically and expeditiously process misdemeanor cases while protecting the community against civil suits. The release provision has been upheld in both the state and federal appellate courts, saving municipal clients potentially hundreds of thousands of dollars in litigation costs.

➤ ***Economic Development Initiatives***

As the City of Fraser is acutely aware, the challenging financial times of the recent past are not yet behind us. In many areas, the recession caused municipalities to re-think the delivery of services and how to pay for them. New priorities have developed in visioning, planning, and business retention and attraction. Our attorneys have played an integral role in our municipal clients' economic development planning and initiatives to stem the tide of industrial and commercial vacancies and declining property values. Examples of these collaborative efforts include the formation of a national coalition known as the Mayors and Municipalities Automotive Coalition (MMAC); establishment of the first Corridor Improvement Authority in Michigan; creation of a Local Development Finance Authority, which includes Macomb County's first SmartZone (one of only 15 in the State of Michigan); establishment of a Brownfield Redevelopment Authority; and creation of a Downtown Development Authority.

➤ ***Cost Sharing / Cost Recovery***

Declining property values and cuts in state revenue sharing have been devastating to municipal finances during the past 10 years. To assist its municipal clients during this difficult period, Firm attorneys have researched, drafted, and reviewed inter-governmental agreements that have allowed the sharing of costs for essential public services. Three recent examples include intergovernmental agreements that facilitated the sharing of building inspection services, library director services, and range time for police firearms training.

The Firm has also researched and drafted a cost recovery ordinance to enable a municipal client to recover for the extraordinary costs incurred in responding to certain defined events, such as drunken driving incidents, downed wires, and hazmat incidents. In a related initiative, amendments were prepared to the municipal code to allow local prosecutions for certain offenses and increase the recovery of fines at the local level while also reducing overtime costs.

➤ ***Compliance with the Freedom of Information and Open Meetings Acts***

Since the passage of the Freedom of Information and Open Meetings Acts in 1976, the Firm has been at the forefront with respect to ensuring that its clients are in compliance with these important statutes. The Firm's attorneys have conducted training sessions on FOIA for municipal officials and have drafted a handbook for their use, which proved particularly complex when the State of Michigan substantially revised the Act in 2015. We also regularly provide Open Meetings Act training for new members of councils and boards, including updates for our municipal clients regarding the new requirements in 2012 governing rescheduled, special, and emergency meetings. We have researched and written many legal opinions regarding these statutes, and we have attended more than a thousand public meetings where Open Meetings Act issues have potentially arisen. Our attorneys have also successfully defended municipal clients that have been sued for alleged noncompliance with both laws.



➤ ***Easements and Rights-of-Way***

The Firm has been actively involved in the handling of easement and right-of-way matters for almost 50 years. This experience has included the drafting of permanent and temporary easements in connection with public works projects, the negotiation and closing of voluntary acquisitions, as well as the condemnation of easements and rights-of-way and the vacating of easements and streets that no longer serve a public need.

➤ ***Contract Negotiations, Drafting, and Enforcement***

Space constraints prevent a full disclosure of the types of contracts that the Firm's attorneys have negotiated, drafted, and/or enforced over the years. The more common types have related to public works projects, insurance, employment, collective bargaining, computer systems, telecommunications systems, equipment purchasing, easements, intergovernmental agreements, and franchises. The Firm's guiding principle in drafting and negotiating contracts has always been the protection of our municipal clients' interests.

➤ ***State and Federal Grants***

The Firm has assisted in the development of one of the best Neighborhood Stabilization Programs in the United States, which will effectively and efficiently use \$2,400,000 of federal funding to rehabilitate foreclosed homes and thereby combat the potential for decline in the residential housing stock. The Firm has assisted its municipal clients in procuring and administering federal grants that provided essential funding for environmental initiatives. In the area of parks and recreation development, the Firm has been actively involved in negotiating and securing public and private source grant funding for recreational trailways and playground development.

➤ ***Solid Waste***

The Firm has assisted municipalities in preparing bid specifications for competitive bidding of solid waste disposal services and drafted ordinances for single waste hauler services. One of the Firm's ordinances was upheld by the Michigan Court of Appeals in the face of a constitutional challenge. In 2011, the Firm also prepared a model ordinance governing a private, single-stream curbside collection recycling program. Under the new program, a private vendor licensed by the municipality provides interested residents with household recycling service for a nominal fee. This ordinance provides the municipality with additional revenue and licensing fees while minimizing municipal responsibility for operating the program.

➤ ***Police and Fire***

In conjunction with its district court prosecution work, the Firm's attorneys regularly interact with personnel from all levels of municipal police departments. This relationship enables Firm attorneys to work closely on policy matters relating to a broad spectrum of departmental operations, including the preparation of police-related ordinances and internal general orders. In addition, when new officers are hired, the Firm spends a 3-hour training session with them,

explaining City ordinances, liability issues, training priorities, prosecution precedents, and litigation experiences.

Likewise, we have advised and worked closely with fire department personnel on code enforcement and abatement issues, and we consistently update local ordinances to keep pace with revisions to the International Fire Code every 3 years. In addition, the new Fireworks Safety Act became effective in 2012, and the Firm created a strong ordinance to govern, to the extent permitted by the Act, consumer fireworks sales and use in local municipalities.

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## CIVIL CASES AND OTHER SPECIALTY SERVICES

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Although the RFQ specifies that civil litigation by and against the City of Fraser, as well as tax tribunal, labor, bankruptcy, and/or bond counsel services will be addressed separately from the general legal services provided by the City Attorney, our Firm's expertise stands out in all of these areas as well.

➤ ***Litigation***

Firm attorneys represent municipal and public sector clients in both federal and state court litigation. The Firm is presently defending municipal clients and their employees in cases involving wrongful death and personal injury. In the public employment sector, the Firm has defended against civil rights and whistleblower claims brought against its municipal clients. The Firm has likewise successfully defended employment arbitrations, trip and fall cases (Mr. DeNault achieved a "no cause" verdict in 2008), and matters before the Michigan Department of Civil Rights and Michigan Employment Relations Commission. Case law precedents of statewide interest to municipalities include:

1. *Kujawa v City of Sterling Heights* (municipalities are not responsible for defects in driveway aprons)
2. *Polony v City of Sterling Heights* (courts will enforce release of liability clauses in criminal court plea agreements)
3. *Kropf v City of Sterling Heights* (creating a presumption of validity for municipal zoning regulations)
4. *Haliw v City of Sterling Heights* (reaffirming that the natural accumulation of snow and ice on a sidewalk does not create municipal liability)

In the area of zoning and land use regulation, the Firm has argued cases at both the trial and appellate court levels that have resulted in favorable decisions for municipalities in a number of areas, including zoning, constitutionality of ordinances, and wireless communication tower issues. The Firm has extensive experience in, and knowledge of, the U.S. District Court in Detroit, the Oakland County Circuit Court, the Wayne County Circuit Court, the Macomb County Circuit Court, as well as the many district and municipal courts in the metropolitan area.

Although Fraser is often defended by insurance defense lawyers, the value of experienced litigation attorneys as part of the City Attorney's Office cannot be understated. Currently, we are actively involved in representing municipal clients as *plaintiffs* against businesses and properties that have become public nuisances or have created or allowed nuisance conditions to exist, including property maintenance and zoning compliance violations. Our experience ensures efficient and creative theories and remedies designed to provide the best possible value for the community.

➤ ***Labor and Employment***

The City's current labor counsel, Keller Thoma, currently works in cooperation with our Firm as special labor counsel for the City of Sterling Heights. Our "of counsel," Gary Collins, is also a widely recognized expert in public employment law matters. Although our attorneys also have wide-ranging experience in labor law, philosophically we have found that our relationship as the daily legal advisor to City administrators and personnel is best preserved by asking outside counsel to serve the municipality in a role that can sometimes become, simply by its very nature, somewhat adversarial. Nevertheless, we always stand ready for this role when called upon, having served as labor counsel in the negotiation of a variety of collective bargaining agreements with municipal employee bargaining units. These negotiations have included Act 312-eligible unions. The Firm has also handled the arbitration of union grievances and can provide general legal counsel on all aspects of labor relations.

➤ ***Municipal Tax Issues***

The Firm has extensive knowledge and experience relating to both personal and real property tax issues. Firm attorneys have prepared and regularly advise municipal clients on Industrial Facilities Exemption Certificate Agreements conforming to the Industrial Facilities Tax Act and assist in the development of written guidelines for the granting of tax abatements. Most recently, the Firm drafted amendments to a municipal client's guidelines to provide additional incentives for investment in "green technology" and high-tech industries.

The Firm is one of the few full-service municipal law firms capable of handling the City's needs in the Michigan Tax Tribunal (MTT) at the agreed upon municipal rate for legal services. This will save the City considerable money, as there will be no need to hire another law firm for this specialized legal service.

Our attorneys practice before both the State Tax Commission and MTT. Cases of note include:

- a. A decision by the MTT Judge following a trial that affirmed a municipal client's removal of tax-exempt status for a 40-acre parcel that the owner claimed was a cemetery. The Michigan Court of Appeals affirmed the MTT result and the Michigan Supreme Court denied the owner's application for a writ of certiorari.
- b. The defense of appeals taken by property owners from a special assessment levied in connection with public improvements made in the Lakeside Mall area. These improvements are part of an overall economic development strategy aimed at keeping this regional mega mall vibrant and competitive.
- c. The resolution of complex real and personal property valuation appeals filed by Ford Motor Company and Chrysler, LLC.

d. A favorable determination by the State Tax Commission of any appeal by Visteon Corporation from an order affirming the results of a personal property audit that disclosed under-reporting of assets.

➤ ***Bankruptcy***

The Firm has a long history of bankruptcy expertise. In addition to representing creditors, the Firm has always served its municipal clients in any bankruptcy proceedings that may arise.



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## **ORGANIZATIONAL AND STAFFING PLAN**

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The attorneys who will render legal services to the City of Fraser and their respective qualifications are presented immediately below. Although the Firm will also utilize a “team approach” in order to draw upon the experience of each attorney, we propose the following general staffing plan to better identify the specific roles the Firm’s attorneys will have in discharging the Scope of Services identified within the City’s request for proposals:

### **Primary Counsel**

Donald DeNault will be the principal contact person from the Firm for the City of Fraser and will discharge the duties of City Attorney, with primary assistance from Clark Andrews, Marc Kaszubski, Nathan Petrusak, and Melissa Cohen. Such duties include providing written and oral legal advice, legal research, guidance to City officials and personnel, ordinance preparation, attendance at City Council meetings and staff meetings, and other matters requiring the representation of the City of Fraser. Mr. DeNault will be responsible for ensuring that all legal assignments authorized by the City are completed in a timely and efficient manner, and he will personally attend the regular, special, and workshop meetings of the City Council, with assistance from Mr. Andrews, Mr. Kaszubski, and Mr. Petrusak on an as-needed basis.

### **Planning and Zoning**

Donald DeNault, Clark Andrews, and Melissa Cohen will be responsible for planning and zoning matters, including coverage at meetings as requested.

### **Property Tax Disputes**

Linda McGrail Belau will directly handle all property tax disputes, including appeals filed in the Michigan Tax Tribunal.

### **Ordinance Prosecution**

Donald DeNault, Melissa Cohen, and Nathan Petrusak will oversee and ensure the effective prosecution of ordinance violations on behalf of the People of the City of Fraser.

The Firm recognizes that the City of Fraser’s legal requirements may go beyond the foregoing scope of services. However, as this proposal demonstrates, the Firm is well qualified to discharge most, if not all, of the City’s legal needs.

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## ADDITIONAL RFP RESPONSES

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**Although much of the information requested in Appendix B is addressed in more detail throughout this Proposal, the information that follows is provided in itemized response form to each of the numbered items in Appendix B.**

**1. Firm Name, Areas of Specialty, Years in Business**

O'Reilly Rancilio P.C. The Firm specializes in a variety of areas, with Municipal Law and Litigation being the largest. For more detailed information, please see the Firm History section of this Proposal.

**2. Offices**

Other than services provided at courthouses and City Hall, all legal work will be performed at 12900 Hall Road, Suite 350, Sterling Heights, Michigan 48313, which is only 8.3 miles from Fraser City Hall.

**3. Personnel**

A. Principal Contact:

Donald P. DeNault, Jr. / 586.726.1000 / [ddenault@orlaw.com](mailto:ddenault@orlaw.com)

B. Proposed Personnel for Each Discipline:

Please see the Organizational and Staffing Plan section of this Proposal.

C. Other Key Personnel:

Lawrence M. Scott and Marc D. Kaszubski: Litigation  
Craig S. Schoenherr and Nathan D. Petrusak: Bankruptcy  
John D. Bartley and Robin E. Yono: Real Estate

D. Total Number of Licensed Attorneys at the Hall Road office: 24

E. Total Number of All Support Staff at the Hall Road office: 25

**4. Staffing**

The Firm has adequate staff to handle a new municipal client, and will not need to hire any new attorneys or staff.

## **5. Experience**

Please see the sections of this Proposal entitled Qualifications and Experience; Civil Cases and Other Specialty Services; Resume of Primary Attorney; and Attorneys to be Assigned to the City and their Qualifications.

## **6. Specific Reasons**

Our experience and long-term connections to the City of Fraser are two of the many specific reasons the City of Fraser should consider our Firm for legal representation. Please see the sections of this Proposal entitled Firm History; Qualifications and Experience; and Caring About Fraser for more detailed reasons to consider our Firm.

## **7. Municipal References**

Please see the Municipal References section of this Proposal.

## **8. Conflicts of Interest**

To the best of the Firm's knowledge and belief, there are no former or current clients the representation of which would give rise to a conflict of interest with the Firm's representation of the City of Fraser.

## **9. Day to Day Activities**

Located only 8.3 miles away from City Hall, our Firm will always be just a short drive away from any in-person meetings that the City may require. Court appearances will be attended by experienced ordinance prosecutors, and police work will be addressed at the courthouse, at City Hall, or electronically at any time. Council meetings will all be attended, as will any administrative or quasi-judicial meetings at which our attendance is requested or required.

In addition, legal services will be provided as a team. Our practice groups regularly meet and our attorneys regularly consult with each other about pending matters and legal issues in order to utilize the collective experience and wisdom of our attorneys for the benefit of our clients. We work together to solve problems and provide quality work product. Of course, with that philosophy as the foundation, we also recognize the importance of in-person representation and consistency and continuity in order to build trust and confidence. To that end, as set forth in our staffing plan, we will provide specific attorneys with appropriate expertise for all of the daily and long-term needs of the City of Fraser.

## **10. Insurance**

Please see the Insurance Information section of this Proposal.

## **11. Exceptions or Deviations**

The Firm is not proposing any exceptions or deviations to the scope of services outlined in Appendix A.

## **12. Bar Association Complaints**

The Firm has not had any Bar Association complaints against it during the past five (5) years.

## **13. Bankruptcy**

The Firm has not been in bankruptcy or any other form of reorganization at any time in the past five (5) years.

## **14. Client Terminations**

In early 2016, Macomb Township elected to hire one of our attorneys as in-house counsel. We were honored to represent Macomb Township, and we see its decision as a testament to the Township's faith and confidence in a Firm attorney and the work product that we produced during our time as the Township's legal counsel.

## **15. Standard Time Frames**

In this era of e-mail and cellular telephones, standard time frames for responding to inquiries from the City will be immediate, and certainly no longer than by the next day (depending on the time the original inquiry is received). For more involved requests, of course, the delivery of a final product or answer will turn on the complexity of the issues and potential liabilities involved. We pride ourselves, however, on prompt and efficient responsiveness to any and all municipal inquiries, whether from Council, the City Manager, the Public Safety Department, or any Department Head.

## **16. Familiarization**

Upon appointment, our Firm would immediately begin the task of gathering information relating to the current issues facing the City of Fraser. Our approach will include meetings with the City Manager and Department Heads, as well as compiling all of the open and pending files and matters in the possession of the previous City Attorney. We would also love to visit City facilities for tours and introductions, and even gather information and concerns from individual Council members. Although transition can often be daunting, we look forward to meeting the challenge.

## **17. Pricing**

Please see the separate envelope entitled Legal Services Request for Pricing.

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## MUNICIPAL REFERENCES

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The following individuals can attest to the professional reputation one or more individual members of the firm's Municipal Practice Group:

Mark D. Vanderpool  
City Manager  
City of Sterling Heights  
(586) 446-2301

Jeffrey A. Bahorski  
Assistant City Manager  
City of Sterling Heights  
(586) 446-2313

Dr. Robert Livernois, Superintendent  
Warren Consolidated Schools  
(586) 825-2400

Judge Stephen S. Sierawski  
41-A District Court  
(586) 446-2511

Honorable H. Douglas Shepherd  
41-A District Court (Shelby)  
(586) 739-7325

Michael Piatek, Court Administrator  
41-A District Court  
(586) 446-2566

Brian Walmsley, Superintendent  
Richmond Community Schools  
(586) 727-3565

Laura Porter, Court Administrator  
41-A District Court (Shelby)  
(586) 726-2177

Michelle Poulos  
Village Clerk  
Village of Armada  
(586) 784-9151

Annette Gattari-Ross  
Court Administrator  
37<sup>th</sup> District Court (Warren)  
(586) 574-4928

Mark Wollenweber, City Manager  
Grosse Pointe Shores  
(313) 881-6565

Lt. Scott Rohr, Public Safety  
Grosse Pointe Shores  
(313) 881-6565

Out of respect for the current officials and staff of the City of Fraser and the 39<sup>th</sup> District Court, and with the recognition that it may be unfair to ask them to serve as references for any of the bidders during this process, they have not been asked to serve as references at this time. We are confident that, if contacted, the employees of the City of Fraser, the public safety officers and staff of the Fraser Public Safety Department, and the judges and staff of the 39<sup>th</sup> District Court will all speak to the professionalism, experience, ability, diligence, and excellence of one or more of the attorneys within our firm.



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## RESUMÉ OF PRIMARY CITY ATTORNEY

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### DONALD P. DENAULT, JR.

B.A. magna cum laude 1993

Juris Doctor 1996

Shareholder

Donald P. DeNault, Jr. hails from the City of Fraser, having been raised in the City from birth. His parents continue to reside in the home where he grew up, and he and his brothers were all actively involved in City recreation programs and other community activities for many years.

Mr. DeNault is a shareholder specializing in municipal law, school law, and civil litigation. He graduated in 1989 from Fraser High School and in 1993 from the Honors College at Western Michigan University with a Bachelor of Arts Degree. He obtained his Juris Doctorate from the Wayne State University Law School in 1996. Mr. DeNault was actively involved with the law school's Moot Court Program and student government, holding elected positions for both. He is a current member of the State Bar of Michigan, for which he served as an elected member of the Young Lawyers Section Executive Council from 1998 to 2003.

Mr. DeNault has served as an Assistant City Attorney for the City of Sterling Heights for more than 21 years. He has also served in similar roles during that time for other cities, villages, townships, and school districts, including the City of Fraser from 1996-2004. He is well-versed in, and regularly provides advice regarding the Open Meetings Act, the Freedom of Information Act, the Employee Right to Know Act, the Victim's Rights Act, and other statutes that are regularly invoked in the day-to-day operation of a municipality. In addition, Mr. DeNault regularly provides training for newly hired police officers in order to educate them about applicable laws and ordinances, and to assist them with understanding liability issues. He has successfully prosecuted many ordinance violations that could have led to lawsuits if prosecution was unsuccessful, and he has successfully defended a number of police liability claims, both in court and through the Michigan Department of Civil Rights. Mr. DeNault has prepared numerous ordinances addressing municipal regulatory matters ranging from disorderly conduct and false alarm response reimbursement to the licensing and regulation of hotels, motels, massage establishments, pawn shops, dangerous animals, and body art facilities. He also served as the primary attorney for the Macomb County Charter Commission, which completely reorganized Macomb County government by creating the County's first charter in 2009.

Mr. DeNault has given countless hours of his time to volunteer causes over the years. He is currently a member of the Michigan Association of Municipal Attorneys, he served 6 years on the Board of Directors of the Michigan Council of School Attorneys, and he was an elected member of the Macomb County Bar Association's Board of Directors for more than 10 years, culminating in serving as President in 2015-2016. Mr. DeNault was the recipient of the Macomb County Bar Association Special Service Award in 2004 for his efforts at establishing and coaching a high school team for the Michigan Youth in Government Mock Trial Program, and he has received several Certificates of Volunteer Appreciation from Macomb Community College for his regular

assistance with the mock deposition segment of the Advanced Court Procedures course. More recently, he was a presenter for the Michigan Association of Municipal Attorneys in 2014 regarding the Firm's successful defense against one of the first open carry lawsuits in Michigan, and he was a guest on the Macomb County Bar Association "Legally Speaking" program in 2017, providing the municipal perspective regarding Michigan's new Medical Marihuana Facilities Licensing Act.

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## ATTORNEYS TO BE ASSIGNED TO THE CITY AND THEIR RESUMÉS

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### CLARK A. ANDREWS

B.A. with high honors 1971  
Juris Doctor 1974

Shareholder

Clark A. Andrews is a shareholder specializing in municipal law, real estate, land use and development, and contract law. Mr. Andrews was admitted to the State Bar of Michigan in 1974. He is authorized to practice before the U.S. District Court for the Eastern District of Michigan and the U.S. Supreme Court. He obtained his Bachelor of Arts Degree with High Honors from Michigan State University in 1971 and his Juris Doctorate from the University of Michigan in 1974. In 2007, 2008, and 2009, Mr. Andrews was recognized as a *Michigan Super Lawyer* in the Government/Cities/Municipalities category.

Mr. Andrews has served as an Assistant City Attorney for the City of Sterling Heights since 1974, working extensively in the areas of planning and zoning and other non-litigation specialties. He has also served as an Assistant Township Attorney for Shelby Township and Macomb Township, and as an Assistant City Attorney for the City of Fraser. He has served as counsel to the zoning boards of appeals and the planning commissions in the Cities of Sterling Heights and Fraser and the Townships of Shelby and Macomb. He negotiated and prepared one of the first conditional rezoning agreements in Michigan after the City and Village Zoning Act was amended to authorize their use. He has also negotiated and prepared numerous consent judgments relating to land use matters on behalf of municipalities. He has substantial experience in the review of contracts for municipalities on a wide range of subjects, from construction contracts to computer hardware and software contracts. He has handled numerous real estate, competitive bidding, contract, and other transactional matters for municipalities since the late 1970's.

Mr. Andrews is currently a member of the Michigan Association of Municipal Attorneys, a board member of the Sterling Heights Regional Chamber of Commerce, having served as its President during 1999. He has been a Rotarian since the late 1970's and served as President of the Sterling Heights Rotary Club in 2000.

Mr. Andrews is currently a member of the Michigan Association of Municipal Attorneys, a board member of the Sterling Heights Regional Chamber of Commerce, having served as its President during 1999. He has been a Rotarian since the late 1970's and served as President of the Sterling Heights Rotary Club in 2000.

### **NATHAN D. PETRUSAK**

B.A. 2005

Juris Doctor 2011

Associate

Nathan Petrusak is an associate in the firm's municipal, litigation, and creditors' rights practice groups. Mr. Petrusak's specialties include ordinance prosecution, municipal litigation, appellate litigation, and bankruptcy. A lifelong resident of Macomb County, he grew up in the City of Fraser, he was an Eagle Scout with Troop 1402, he graduated from Fraser High School in 1999, and members of his extended family are still residents of Fraser.

Mr. Petrusak graduated *magna cum laude* from Michigan State University College of Law in 2011. While in law school, he was Managing Editor of the Michigan State Law Review, placed 3rd in the 2009 All-School Appellate Brief Writing Competition, and was the recipient of several Jurisprudence Awards, including: Advanced Legal Writing, Land Use Planning, and Chapter 11 Reorganization. He received his Bachelor of Arts degree in Political Science in 2005 from the University of Detroit Mercy where he also graduated *magna cum laude*. Mr. Petrusak is licensed to practice before all Michigan State Courts and the United States District Courts for the Eastern and Western Districts of Michigan, and the United States Court of Appeals for the Sixth Circuit.

### **MELISSA L. COHEN**

B.A. 2011

Juris Doctor 2014

Associate

Melissa Cohen is an associate specializing in municipal law, ordinance prosecutions, and estate planning and estate and trust administration. Ms. Cohen grew up in Fraser, graduating from Fraser High School in 2007, and her parents still reside in Fraser. She received her Bachelor of Arts degree from Oakland University in 2011 and her Juris Doctor degree, *cum laude*, from the University of Detroit Mercy School of Law in 2014. While in law school, Ms. Cohen served as a Title Editor for the University of Detroit Mercy Law Review, was named to the Dean's List, and received a Book Award for the highest grade in Legal Research and Writing and Estates and Trusts.

Ms. Cohen is licensed to practice before all Michigan State Courts and is also a member of the Macomb County Bar Association.

## LAWRENCE M. SCOTT

B.A. 1976

Juris Doctor 1979

Managing Shareholder

Lawrence M. Scott is an officer, director, and managing shareholder specializing in zoning and land use litigation, commercial litigation, construction, real estate, bank fraud recovery, and land use development. Mr. Scott was admitted to the State Bar of Michigan in 1979 and the Florida Bar in 1980. He obtained his Bachelor of Arts Degree from Albion College in 1976 and graduated from the Detroit College of Law in 1979. Mr. Scott is authorized to practice in the U.S. District Court and the U.S. Sixth and Eleventh Circuit Court of Appeals.

Mr. Scott is a member of the Macomb County Bar Association, American Bar Association, State Bar of Michigan, and the Florida Bar. He has been a director for the Special Olympics of Michigan and is a member of the St. John Hospital Guild. Mr. Scott has also been a *Michigan Super Lawyer* since 2009.

Mr. Scott litigates on behalf of the Firm's municipal clients in state and federal courts in cases involving land use regulation, police misconduct, employment law, personal injury, and eminent domain. He is well known and highly respected in Wayne County Circuit Court, Macomb County Circuit Court, Oakland County Circuit Court, and the U.S. District Court for the Eastern District of Michigan.

In a thirty-year career as a practicing attorney, Mr. Scott takes pride in having established and maintained long-term, attorney-client relationships. From handling complex arbitrations to defending public sector clients in major litigation, Mr. Scott has learned and benefited from the diversity of challenges facing his clients. He also appreciates the time and effort expended by administrators and elected officials toward the betterment of their communities and the unprecedented challenges facing local governments. These challenges place a premium on innovation, efficiency, problem solving, and results.

This appreciation for his clients' difficult public role has earned Mr. Scott the trust and respect of both elected and appointed officials. He is viewed as a problem solver and is often brought into many difficult cases based upon the recognized level of respect and competence he has earned with judges and arbitrators. This skill set has afforded Mr. Scott a prominent place on the short-list of facilitators regularly receiving court-referrals of the most difficult legal disputes.



### **MARC D. KASZUBSKI**

B.A. cum laude 1996

Cert. Business Administration 1996

Juris Doctor 1999

Shareholder

Marc D. Kaszubski is a shareholder specializing in municipal law, litigation, insurance defense, employment law, and appellate practice. Mr. Kaszubski graduated cum laude from the University of Detroit Mercy in 1996 with a Bachelor of Arts Degree in History and Certificate of Business Administration. He graduated from the University of Detroit Mercy School of Law in 1999 and was admitted to the Michigan State Bar the same year. He is authorized to practice before the U.S. District Court for the Eastern District of Michigan as well as the U.S. Sixth Circuit Court of Appeals.

In 2016, after more than 12 years of continuous litigation success for the City of Sterling Heights, Mr. Kaszubski was appointed as its third City Attorney. He is also a member of the State Bar of Michigan and Macomb County Bar Association. In addition, he has been recognized for his volunteerism over the years, including several Certificates of Volunteer Appreciation from Macomb Community College for his assistance with the Advanced Court Procedures course.

### **LINDA MCGRAIL BELAU**

B.A. 1993

Juris Doctor cum laude 1996

Shareholder

Linda McGrail Belau is a shareholder specializing in municipal law and civil litigation, and she currently serves as the City Attorney for the City of Utica.

Ms. Belau served as the Chairperson of the Utica Charter Revision Commission from 1994 through 1997 and as a Macomb County Commissioner from 1997 through 1999. She was an assistant prosecuting attorney for Macomb County and was a shareholder at a prominent Detroit based law firm. In 2007, she returned to her roots in Macomb County and joined O'Reilly Rancilio. She currently serves on the Board of Directors for Leadership Macomb and is a graduate of Leadership Macomb VIII. She previously served as president of the Women Lawyers Association of Michigan—Macomb Region, and on the Board of Directors for the Macomb County Bar Association Board of Directors and the Hope Center, a food pantry for the needy. She has also been and/or is a member of the State Bar of Michigan, American Bar Association, the Macomb County Bar Association, the Sterling Heights Area Chamber of Commerce, and the Shelby-Utica Kiwanis Club.

A lifelong resident of Macomb County, Ms. Belau obtained her Bachelor of Arts Degree in 1993 from James Madison College at Michigan State University. She obtained her Juris Doctorate, *cum laude* from Wayne State University Law School in 1996. While in law school, she served on the Wayne Law Review and was awarded the prestigious *Order of the Coif*.

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## INSURANCE INFORMATION

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### **Professional Liability:**

Professional Solutions Insurance Company  
Agent: Mr. Robert Vozza  
HUB International Midwest  
625 Kenmoor Ave., SE  
Suite 200  
Grand Rapids, MI 49546  
(616) 666-5385

### **Property and General Liability:**

Verlinde Insurance Agency  
Agent: Mr. Jason Verlinde  
68364 Main St.  
P.O. Box 518  
Richmond, MI 48062-0518  
(586) 727-9700

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## COST PROPOSAL

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The practice of municipal law has become increasingly complex in the modern era. Previously, it was possible for a sole practitioner or two or three associated attorneys to represent a municipality. Now, because of the wide range of issues and regulations affecting municipalities, greater specialization is required. The Firm is fully capable of providing legal counsel to the City of Fraser in virtually all facets of municipal law. This will avoid the necessity of retaining “specialists” who typically charge hourly rates far in excess of the typical municipal rate.

These are also perilous financial times for the City of Fraser, and therefore effectiveness *and* efficiency from the City’s professionals are of the utmost importance. Accordingly, the Firm is proposing a unique fee structure that will provide the City of Fraser with reasonable hourly rates and the assurance that its annual budget for legal services will be consistent and dependable.

The chart set forth as Appendix C outlines our Firm’s cost proposal for the City. We are proposing a monthly retainer of \$5,000.00 for all “general counsel” services as set forth in the RFP, and a monthly retainer of \$2,500.00 for all prosecution services. Time will be invoiced at the blended hourly rates of \$140 for shareholders, \$110 for associates, and \$85 for paralegals for all other legal work. Including the retainer, our fees will never exceed \$10,000 in any month.

At these rates, the City Attorney and other members of the Firm designated by him will furnish the legal services to the City of Fraser specified on Appendix A of the Request for Qualifications and Proposals. All other necessary legal services and discretionary services rendered at the request of the City will be billed monthly at the above hourly rates and, with the exception of legal fees for litigation/arbitrations assigned by the City, will be capped at no more than \$30,000.00 per fiscal year.

The proposed hourly rates will be billed in one-tenth hour increments, with a minimum of .30 hours. The Firm will seek reimbursement for costs advanced in the course of litigation and other matters, including filing fees, deposition costs, witness fees, title commitment charges, Westlaw legal research fees, and other court costs. Largescale photocopying (more than 100 pages per month will be charged at \$.07/page) and specialized delivery (actual cost) will be itemized on the Firm’s monthly statement. The Firm will not seek reimbursement for long-distance telephone usage, internet usage, or postage, and we will never bill for mileage.

We believe our proposal offers the most cost-effective option for the City. It does not discourage City personnel to rely on the City Attorney due to concern about billable time, and it ensures that the City may carefully budget for its “regular” legal services. However, because this is a request for a proposal that allows the City to negotiate a mutually agreeable arrangement, the Firm is certainly also prepared to discuss alternative compensation proposals, including creative retainer options for defined categories of services. It is our desire to serve the City of Fraser in the most economical, efficient, and exemplary manner possible for many years to come.

## Appendix C

### Legal Services Request for Pricing

| Pricing Component                                                                                                                                                                                                                                           | Amount                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Monthly General Counsel Retainer                                                                                                                                                                                                                         | \$5,000.00                                                                                                                                                                              |
| B. Monthly Prosecution Retainer                                                                                                                                                                                                                             | \$2,500.00                                                                                                                                                                              |
| C. Hourly Rate (For A and B)                                                                                                                                                                                                                                | \$140.00 for Shareholders<br>\$110.00 for Associates                                                                                                                                    |
| D. Hourly Rate (For Other Specialty Services Provided by Your Firm)                                                                                                                                                                                         | \$140.00 for Shareholders<br>\$110.00 for Associates                                                                                                                                    |
| E. Listing of All Other Expenses to be Charged Outside of the Above Fees:<br><br>1. Civil Cases and Other Specialty Services and appeals in prosecutorial matters outside of the 39 <sup>th</sup> District Court, which will be capped at \$30,000 per year | \$140.00 for Shareholders<br>\$110.00 for Associates                                                                                                                                    |
| <b>Totals for All Legal Services</b>                                                                                                                                                                                                                        | Item A:<br>\$5,000 per month<br><br>Item B:<br>\$2,500 per month<br><br>Items A through C Never to Exceed:<br>\$10,000.00 per month<br><br>Item E Never to Exceed:<br>\$30,000 per year |

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## CLOSING REMARKS

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Conveniently located in the center of Macomb County, O'Reilly Rancilio P.C. is uniquely positioned to provide efficient and cost effective services to the City of Fraser. The staffing depth of the firm and the number of attorneys with municipal experience and special expertise provide the firm with the ability to service all of the City's legal needs.

More importantly, the City of Fraser will not find another law firm that cares more about good governance in Fraser and doing everything possible to find the best legal solution to every problem facing the community. Not only has the Firm represented the City of Fraser in years past, three Firm attorneys were raised in Fraser, graduated from Fraser High School, and have family who continue to reside within the City. Where the City of Fraser is just another client to other firms, it will always be home for Mr. DeNault, Mr. Petrusak, and Ms. Cohen. No other firm can bring such unique attributes to work for the best interests of the City and its residents.

The Firm has also consistently demonstrated that it can handle the legal needs of municipalities both large and small, attesting to the fact that its approach to assisting clients works, regardless of size. Personal service always comes first, and the Firm's clients trust our legal judgment and our attorneys. Our unique size ensures that an attorney will always be available when the City needs us, all the while providing personal, efficient, and cost-effective legal services.

As the City of Fraser is aware, these remain unprecedented times for Michigan municipalities. Property values have not recovered from unprecedented declines, lower revenues have necessitated leaner operations, and increasing costs are challenging all municipalities to become more efficient and innovative. Under these conditions, with an innovative and creative approach to managing the City's legal costs, the Firm can excel. We are confident that the City of Fraser will not receive another cost proposal that is so uniquely tailored to meet the City's legal needs. Our goal is to provide the most economical option for the highest quality services, so that the City may budget accordingly and still have the highest confidence in its legal counsel. We recognize, of course, that the City has requested proposals, not bids, and therefore we remain open to further discussions about a cost proposal that might be even better suited to meet the City's needs.

We thank you for considering our Proposal, and we look forward to the opportunity to serve the legal needs of the City of Fraser for many years to come.

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Donald P. DeNault, Jr.

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Lawrence M. Scott



# CLARK HILL

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Kenneth P. Lane  
T 517.318.3062  
F 517.318.3078  
E [klane@clarkhill.com](mailto:klane@clarkhill.com)

Clark Hill PLC  
212 East Grand River Ave  
Lansing, MI 48906  
[www.clarkhill.com](http://www.clarkhill.com)

December 28, 2017

City of Fraser  
City Clerk's Office  
33000 Garfield Road  
Fraser, MI 48026

RE: Request for Qualifications & Proposals, Legal Services, City of Fraser, Michigan

To D. Wayne O'Neal:

This letter serves as our intent to bid. On behalf of Clark Hill PLC, please find enclosed our completed Request for Qualifications response to the City of Fraser for legal services.

We welcome the opportunity for an in-person interview. Please feel free to contact me directly should you have any questions about the enclosed materials. Thank you for your time and consideration.

Warm Regards,

CLARK HILL PLC



Kenneth P. Lane

CLARK HILL

# City of Fraser

Qualifications to Provide Legal Services

Kenneth P. Lane  
212 East Grand River Ave  
Lansing, MI 48906  
517.318.3062  
[klane@clarkhill.com](mailto:klane@clarkhill.com)



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## Responses to Appendix B

### 1. Firm name

Clark Hill PLC

#### a. Areas of specialty.

Since 1890, clients have received an unparalleled level of service that is thorough and appropriately focused. Our team approach extends across our firm's practice areas to provide the specialized expertise necessary to resolve client issues. Our firm's practice areas and industry teams include:

- Administrative Law
- Appellate
- Behavioral Health Care Law
- Commercial & Real Estate Finance Transactions
- Chemical Industry Law
- Construction Law
- Corporate & Business Law
- Corporate Restructuring & Bankruptcy
- Digital Risk Management
- Economic Development Services
- Environment, Energy & Natural Resources
- Estate Planning & Probate
- Family Law
- Food & Beverage
- Government & Public Affairs
- Health Care Law
- Immigration Law
- Insurance & Reinsurance
- Intellectual Property
- International Legal Services
- International Trade
- Labor & Employment Law
- Litigation
- Municipal Law
- Municipal Finance
- Planning & Zoning
- Political Law
- Product Liability
- Professional Ethics & Risk Management
- Real Estate
- Real Estate Litigation
- Tax
- Tax Exempt Organizations
- Transportation

#### b. Years in business.

128 years.

### 2. Offices

Firmwide, we have 17 offices, including four in Michigan: Lansing, Detroit, Birmingham, and Grand Rapids.



**a. Office location where the majority of the work will be performed.**

212 East Grand River Ave  
Lansing, MI 48906

**b. Name and address of parent firm (if applicable).**

N/A

**3. Personnel**

**a. Principal contact (name, phone number, email) of the firm. (Answers to questions received from prospective respondents to this RFQ will be emailed to the address provided.)**

Kenneth P. Lane  
517.318.3062  
klane@clarkhill.com

**b. Proposed personnel for legal services to be provided for each discipline. Please provide the specific name of the individual who will handle each discipline (general and prosecution) and attach a current resume.**

Please find resumes for the following proposed members provided within the Appendix.

- **Kenneth P. Lane** – General Municipal, Ordinance Prosecution and Civil Litigation
- **Joseph W. Colaianne** – General Municipal and Civil Litigation
- **Mark W. McInerney** – Civil Litigation and Ordinance Prosecution
- **John R. Axe** – Municipal Finance
- **Ingrid A. Jensen** – Tax Tribunal
- **Steven K. Girard** – Labor and Employment

**c. Other key personnel names who will be used for City business.**

The proposed team listed above will provide legal services to the City.

**d. Total number of licensed attorneys at office listed in 2a. above.**

Fourteen (14).

**e. Total number of all staff at office listed in 2a. above.**

Seventeen (17).



**4. Does firm have adequate staff to handle another municipal client or will staff need to be hired?**

Our team is adequately staffed and fully prepared to assist the City upon execution of a contract. We anticipate working proactively for the City and do not intend to hire additional staff.

**5. Experience - provide a short narrative (no more than five (5) pages) detailing experience in municipal law including areas of expertise. Be sure to include any information on items identified as specialty services in Appendix A as well.**

Our Municipal Law Group specializes in the legal representation of municipalities and their respective authorities throughout the jurisdictions we reside in and beyond. Our attorneys are experienced at handling all legal matters for municipalities and their respective authorities serve the firm's municipal clients. Our attorneys have represented over 200 municipalities and school districts as general counsel, special counsel or bond counsel.

***General City Counsel Experience***

We serve as general and special counsel to cities, villages and townships across the state. Additionally, we represent numerous other governmental and inter-governmental entities including brownfield redevelopment authorities, downtown development authorities, economic development corporations, fire and other emergency services boards and authorities, libraries, local development finance authorities, sanitary sewer authorities, tax increment financing authorities, utility authorities, water authorities, etc.

Therefore, our proposed team has a wealth of expertise and experience advising our clients on land use and development matters, statutory compliance, coordinating and participating with assessing officers regarding property tax disputes (including Michigan Tax Tribunal appeals) and assisting in economic development efforts, as well as representing our clients' interests at a state and federal level.

We serve as general municipal counsel to the following communities:

- City of Otsego
- City of Portland
- City of Greenville
- Village of Sparta
- Village of Mackinaw City
- Village of Pewamo
- Village of Hubbardston
- Village of Eastlake
- Village of Martin
- Campbell Township

We also provide specialized legal services to the following municipalities:

- Allegan (city)
- Bangor
- Belding
- Brevort Township
- Carson City
- Cedarville Township
- Cedar Springs
- Charlotte
- Charter Township of Grand Blanc
- Clark Township
- Corunna
- Croton Township
- Delta Township
- Detroit
- Detroit Public Library
- Dorr Township
- Dowagiac
- Eaton County
- Eau Claire
- East Lansing
- Egelston Township
- Elm River Township
- Grand Haven
- Grand Rapids
- Grant
- Gratiot County Drain Commissioner
- Grosse Pointe Shores
- Hesperia
- Hudson Township
- Ingham County
- Ingham County Drain Commissioner
- Lake Isabella
- Lake Odessa
- Lake Odessa Community Library
- Lake Township
- L'Anse
- Lansing
- Lapeer County Road Commission
- Lee Township
- Leighton Township
- Mackinac County
- Manton
- Montcalm County
- Mt. Pleasant
- Norway Township
- Oakland County Road Commission
- Perry
- Plainfield Charter Township
- Plainwell
- Pontiac
- Rolland Township
- St. Joseph
- Sand Lake
- Saugatuck Township
- Southfield DDA
- South Haven
- Stanton
- Three Oaks
- Walker
- Warren
- Washtenaw County Drain Commissioner
- Watervliet
- Wayne County
- Wyoming

### ***Prosecution Services Experience***

Our team has extensive experience in this area; Ken Lane served as an assistant city attorney for the City of Lansing, handling city ordinance prosecution on a daily basis. Additionally, Joe Colaianne is a former assistant prosecutor from Oakland County (Michigan) and Cook County (Illinois). Specific experience includes, but is not limited to:

- Reviewing warrant requests;
- Determination of and coordinating the subpoena of witnesses, authorities, and other required parties;
- Handling pre-trial conferences, formal hearings, bench and jury trials;
- Assistance in court provided diversionary program.

### ***Civil Cases Experience***

We have a strong history of vigorous courtroom advocacy on behalf of our clients on both a state and federal level. But we are also mindful that often times, our clients are best served by resolving the matter before it reaches the courtroom through various forms of alternative dispute resolution. Members of our litigation team are skilled negotiators, who have successfully resolved matters at mediation, facilitation, arbitration, and in administrative proceedings before state and federal agencies.

Attorneys in the Clark Hill litigation group have been recognized locally, nationally, and internationally for their demonstrated skills, abilities, and successes in this highly-charged and ever-evolving area of the law. We are regularly requested to speak at statewide, national and international seminars, and are sought out by attorneys in other law firms to arbitrate, facilitate and resolve challenging lawsuits. Among our members are past presidents of the State Bar of Michigan, and several Clark Hill attorneys have gone on to serve as federal and state judges.

### ***Tax Tribunal***

Our proposed team has a wealth of expertise and experience advising our clients on coordinating and participating with assessing officers regarding property tax disputes (including Michigan Tax Tribunal appeals) and assisting in economic development efforts, as well as representing our clients' interests at a state and federal level. Our attorneys also have had substantial experience in dealing with representatives of the State Treasury, as well as in court cases before a Tax Tribunal, the Court of Claims, and Appellate Courts

### ***Labor***

Our Labor & Employment Practice Group has more than 60 attorneys who represent management in all aspects of labor and employment law. Our mission is to provide clients with practical, cost-effective, winning solutions to their labor and employment issues. We deploy experienced legal talent with a strong emphasis on prompt and open communication with clients. We deliver optimal results through intelligent and effective management of litigation and non-litigation matters.

We represent employers in employment claims before federal and state courts and administrative agencies, such as the Equal Employment Opportunity Commission (EEOC), Occupational Safety and Health Administration (OSHA), and federal and state Departments



of Labor (DOL). We handle a wide variety of employment-related claims and litigation, including multi-plaintiff and class action matters.

We have experience advising and representing employers of all sizes and across virtually all industries in connection with union representation campaigns, collective bargaining negotiations, strike preparations, labor arbitrations, and Pennsylvania Labor Relations Board proceedings.

Our employee benefits team combines knowledge and experience in ERISA and state-law employee benefits issues with skills honed in a variety of related practice areas. This diverse team of attorneys and professionals combine their labor and employment, taxation, trusts, insurance, commercial litigation and appellate practice with their knowledge of plan design and administration, multi-employer plans, benefit claims and fiduciary duty issues to provide an integrated approach to serving the full range of our clients' employee benefit needs. Our attorneys are all active members of the industry and bar association groups that deal with employee benefits matters and have authored many articles, webinars and other presentations in the benefits area. We have substantial experience in dealing with the IRS, Department of Labor and the Pension Benefit Guaranty Corporation.

#### ***Bond Counsel Services***

Clark Hill's public finance attorneys possess the breadth and depth of experience to undertake, technically, creatively and efficiently, virtually every type of tax-exempt (or taxable) governmental borrowing permissible under law. Our attorneys have been involved in tax-exempt bond financings under every significant Michigan, New Jersey and Pennsylvania statute governing state, bi-state, university, municipal and local government authorities and agencies, and public school borrowings. Our attorneys also possess a wealth of expertise and experience with federal and state securities laws and all aspects of federal tax laws related to the issuance of tax-exempt obligations.

Clark Hill's public finance attorneys are also experienced in the area of derivative products, including interest rate swaps, hedges, collars and caps, and have substantial experience in negotiating and drafting derivative-related documents. Our expertise includes analyzing the consequences of derivative products upon execution, during their term and upon termination, including swap unwinds and potential penalties (in connection with which we have implemented strategies to refinance swap penalties to minimize their impact).

#### **6. List specific reasons (no more than two (2) pages) why your firm should be considered by the City of Fraser for legal representation.**

Clark Hill's municipal attorneys do not serve in a manner typical of outside counsel. They understand that, under many municipal charters and enabling statutes, as a "city attorney" they often serve as "officers" of the city. While they are legal advisers, they also become part of a "team" to fully inform the city council, city officers and other city bodies of legally

available options, of legal impacts and consequences, of risk assessments, etc., but, once the policy direction is given and decision made, they serve as part of that team to help implement that enunciated policy or decision.

We offer not only the experience and expertise gained over decades of municipal law practice, but also the significant resources of our other specialties, cutting edge practice technology, and an array of other resources. Our experience, expertise and resources result in more cost-effectiveness and more timeliness than other firms. Where other lawyers might expend hours in researching a question or in finding a suitable “template” to follow, our attorneys can often answer a question over the phone and have vast data bases to use to address a particular issue or transaction.

Each of our team members are empowered and encouraged to evaluate different strategies to improve our management of cases. When, for example, we see trends that suggest changes to how we handle your cases we are able to quickly deploy those changes to produce even stronger results. Our constant monitoring of the portfolio allows us to be proactive instead of reactive so we can manage potential issues in advance as often as possible. As we uncover alternative models that may possibly drive further mitigation of costs and better management of the cases, we will share them with you so that we can collectively determine how best to move forward.

**7. Provide three (3) or more municipal references from prior or current clients, including contact name and telephone number.**

City of Otsego  
Angela Cronen, City Manager  
117 East Orleans Street, Otsego, MI 49078  
(269) 694-6146  
acronen@cityofotsego.org

City of Portland  
S. Tutt Gorman, City Manager  
259 Kent Street, Portland, Michigan  
(517) 647-2931  
citymanager@portland-michigan.org

Village of Mackinaw City  
Patrick Wyman, Village Manager  
102 South Huron, Mackinaw City, MI 49701  
(231) 436-5351  
pwyman@mackinawcity.org



- 8. Disclosure of any clients or interests that may reasonably be foreseen to constitute a conflict of interest when representing the City (such as other local governments, developers, bidders, etc.).**

After a careful review and conflict of interest check process, we have determined that there is no current of potential conflict of interest when representing the City.

- 9. Describe how your firm will handle the day to day activities (police work, court appearances, and attendance at meetings) of this contract. This is particularly important if you do not have a local Fraser office.**

The City's offices are in close proximity to our Detroit and Birmingham offices, and only 93 miles from the Lansing office, meaning that most members of our attorney team can readily be available for any emerging needs. Additionally, modern communications including conference calling, e-mailing, webinars, cell phones, etc. make us imminently accessible. We also will try to coordinate meetings, court appearances, etc. for greatest efficiency and will schedule planned meetings in advance. At most, only a few hours' notice would be required to attend ad-hoc meetings.

Consistent with the foregoing, we are very prompt and responsive. We believe the best way to judge this is to ask our references as noted above. We invite you to contact any of them to get their impressions of our service.

Furthermore, with our depth of experience and specialties, we can and do respond as quickly as needed and as desired. Our experience and expertise means we can often address issues with a single phone call. If some review of the applicable law is needed, it is often just that, a review – not extensive, time-consuming and, therefore, costly, research. With a deep state-wide depth of experience, we have experience to fall back on in handling many municipal issues, and since we do not have to "start from scratch" our response is timely and the cost of handling the issue is often less than what the cost would be if the project were handled by a firm with lower hourly rates.

- 10. Provide evidence of a comprehensive liability and workers compensation insurance policy for all staff assigned to work for the City.**

Please find certificates of insurance provided within the Appendix.

- 11. Note any exceptions or deviations to the required scope of services outlined in Appendix A.**

After careful review, we have not noted any exceptions or deviations to the required scope of services.

- 12. During the past five (5) years, has the firm had any Bar Association complaints filed against it? If so, please explain.**

Firm attorneys have periodically been the subject of disciplinary investigations. However, all such investigations have been resolved without discipline being imposed. Additional information is available upon request.

- 13. Has the firm been in bankruptcy, reorganization or receivership in the last five (5) years?**

No.

- 14. Has the firm been terminated by any municipal client in the last five (5) years? If so, please explain.**

No.

- 15. Define the standard time frames for response by the City Attorney to inquiries from the City Council, City Manager or Department Head.**

Typically, our attorneys and/or the primary contact for the City (Kenneth P. Lane) respond within 24 hours, if not the same business day. Our team will also work proactively to be available after standard office hours to accommodate the City's needs.

- 16. Describe how your firm would familiarize yourself with the current issues facing the City of Fraser.**

As strategic counsels and trusted advisors, our proposed core client team members will begin by gaining a thorough understanding of the City's existing strategy by meeting with the City leaders and staff and attending several City Council meetings. Such initial meetings would be conducted on a "no cost" basis to allow us to become familiar with the City.

- 17. Pricing - note the City prefers a combination of monthly retainer and per hour charges (to the tenth of an hour), but will consider all pricing structures submitted.**

Please find our completed pricing form provided within the Appendix.

Attorney Resumes

CLARK HILL



## John R. Axe

### Senior Counsel



John R. Axe is a member of Clark Hill's Education and Municipal Law Practice Group.

John is often hired for his experience in preparing statutory solutions to problems which cannot be solved under current law. Examples of this type of successful law change include:

- a. In 1972 the Michigan Supreme Court ruled that an existing statute (which had authorized bond projects through building authorities for more than 25 years) was unconstitutional. He wrote creative legislation which he successfully lobbied through the Michigan legislature in four months so this type of financing could proceed again.
- b. In 1978 the Michigan Constitution was amended to prohibit non-voted unlimited tax bonds. In the period between the adoption of the new constitutional provision and the effective date of the constitutional change, he wrote and successfully lobbied through the legislature a statute which permitted borrowings secured by a "Limited Tax" and the issuer's general funds. Thereafter these bonds were known and successfully marketed as "General Obligation Limited Tax Bonds". Because of this prompt action, municipal projects which would have been stalled by the new constitutional provision were not delayed.

John has prepared either as lead draftsman, or as co-draftsman, the following statutes which authorize the issuance of municipal bonds in Michigan:

- The amendment to Public Act 206 of 1893 in 1975, which permitted counties to issue general obligation delinquent tax notes secured by the collection of delinquent taxes.
- The amendment to the Municipal Finance Act in 1982, which permitted municipalities to issue bonds and notes without the prior approval of the Municipal Finance Commission.
- The amendment to Act 34 of the Public Acts of 2001, which permitted municipalities to issue pension and retirees health care obligation bonds.
- The amendment to Act 206 of the Public Acts of 1893, and the amendment to Act 94 of the Public Acts of 1933, adopted in April of 2016, which permitted counties to issue delinquent tax revenue notes.

John has also successfully argued a case in the Michigan Supreme Court which permitted the Michigan State Highway Commission to issue transportation bonds for mass transit and railroad purposes. Also, in 2008, in order to permit the creation of a new non-profit corporation which would permit the construction of a light rail system in downtown Detroit (and perhaps beyond), John drafted and successfully lobbied through legislature the law under which M-1 Rail is currently being constructed without any local and state support.

In addition to his experience as a practicing bond attorney and financial consultant in municipal issues, John is a co-author of Michigan Municipal Law, a two-volume work published in 1981 by the Institute of Continuing Legal Education for the University of Michigan. In 1992, he was appointed as a member of the Permanent Adjunct Faculty of the Wayne State University Law School where he teaches public finance. John also served a three year term on the Board of Directors of the National Association of Bond Lawyers (NABL), the first Michigan lawyer ever to serve in this capacity. He has served on the Steering Committees for NABL's Bond Attorney's Workshop in the years 1980, 1981, 1983, 1986, 1989 and 1990. He continues to serve on the Workshop faculty.

### Office

Detroit

500 Woodward Ave  
Suite 3500  
Detroit, MI 48226

313.309.9452 (phone)  
313.309.6946 (fax)  
jaxe@clarkhill.com

### Education

LL.B., Harvard Law School,  
Cambridge, Massachusetts, 1963

B.A., University of Michigan, Ann  
Arbor, Michigan, 1960

### State Bar Licenses

Michigan

## Practices, Industries & Services

Education  
Municipal Law  
Public Finance

## Memberships

- National Association of Bond Lawyers
- Grosse Pointe Library Foundation, Active on Board
- Clements Library at the University of Michigan, Active on Board
- Michigan History Foundation, Active on Board
- Covenant House, Active on Board

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## **Presentations**

- January 21, 2017 Clark Hill & Plante Moran School Law & Finance Seminar Presentation



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## Joseph W. Colaianne

### Senior Counsel

**Joseph W. Colaianne** is Senior Counsel with Clark Hill's Education and Municipal Group. Joe is an attorney with over 20 years' experience in municipal and public sector law. Prior to joining the Clark Hill team, Joe served as corporation counsel for the Huron-Clinton Metropolitan Authority, and as counsel and insurance administrator for the Oakland County Water Resources Commissioner.

Joe has extensive experience with public works projects. As counsel and insurance administrator for the Oakland County Water Resources Commissioner (WRC), Joe was directly involved with the negotiation and transfer of the Oakland-Macomb Interceptor from the City of Detroit to the Oakland-Macomb Interceptor Drain Drainage District. This transfer was the first step in the \$160 Million rehabilitation of a 37-year old 21-mile sewer serving 830,000 residents in 24 separate communities in Oakland and Macomb Counties. Joe served as the WRC's legal representative overseeing the municipal and legal affairs of the OMI drainage district. Joe was also involved in the monetization and transfer of the City of Pontiac wastewater treatment facility; George W. Kuhn Drain rehabilitation project; and various other public work projects throughout Oakland County. As the WRC representative, Joe was directly involved in the negotiation of intergovernmental water and sewer contracts with the Detroit Water and Sewerage Department (DWSD).

Joe received his Juris Doctor from DePaul University College of Law in 1990, and is a graduate of James Madison College at Michigan State University, 1987. Joe has significant experience with assisting public clients understand the available options and process for financing improvements such as water, sewer and drainage projects. His legal experience includes managing multiple and complex projects with conflicting priorities, real estate acquisitions, environmental issues, construction litigation and the finance of public works projects. In the area of municipal law, Joe counsels clients in matters of Open Meetings Act and Freedom of Information Act compliance, and general municipal governance. He has practiced before the federal and state courts, and administrative agencies.

Joe is a Hartland Township Trustee and also serves on Hartland's Planning Commission. He is co-founder of the non-profit Hartland Enrichment and Recreation Organization (HERO). HERO was established for the purpose of enhancing and enriching educational, recreational and athletic opportunities in the Hartland Consolidated School District. The organization operates the Next Door Hartland Teen Center which provides an afterschool haven for teens.

Joe has been a presenter at Michigan Association of County Drain Commissioner conferences and "New Drain Commissioner's School." His last presentation was in January 2013, entitled "Chapter 20 Drains."

### Practices, Industries & Services

Construction  
Environment, Energy & Natural Resources  
Litigation  
Municipal Law  
Real Estate

### Memberships

- Michigan Association of County Drain Commissioners
- Michigan Association of Municipal Attorneys
- Michigan Association of Planning
- National Association of Bond Lawyers
- Oakland County Bar Association

### Presentations

- Chapter 20 Drain - MACDC New Drain Commissioners School



### Office

Lansing  
212 East Grand River Ave  
Lansing, MI 48906

517.318.3029 (phone)  
517.318.3065 (fax)  
jcolaianne@clarkhill.com

### Education

J.D., DePaul University College of Law, Chicago, Illinois, 1990  
B.A., James Madison College, Michigan State University, 1987

### State Bar Licenses

Michigan

### Court Admissions

U.S. District Ct., E.D. of Michigan

# Steven K. Girard

## Member

Steven K. Girard is a member in Clark Hill's Labor and Employment Practice Group. He has specialized in the area of labor and employment law since 1986 and his practice includes representation of private sector businesses, health care entities and municipal entities, including counties, cities, townships, villages, community mental health agencies, road commissions, central dispatch authorities and county family independence agency boards. Steve joined the firm of Clary, Nantz, Wood, Hoffius, Rankin & Cooper in 1986, where he remained until 1996. In 1996 he co-founded the firm of Nantz, Litowich, Smith & Girard. In 2011, Steve became a member of Clark Hill PLC.

The majority of Steve's practice involves the negotiation of collective bargaining agreements. He presently serves as regular labor and employment counsel to numerous Michigan cities and counties. In this capacity he has acted as chief spokesperson on hundreds of collective bargaining agreements (including initial and renewal contracts).

Steve has prepared and presented the employer's case in numerous fact finding (interest arbitration) and Act 312 (binding police and fire) arbitrations. He has served as the employer delegate to Act 312 arbitration panels, represented employers in litigation involving Act 312 eligibility issues, and litigated unfair labor practice charges and representation matters before the National Labor Relations Board and the Michigan Employment Relations Commission.

In addition, Steve has prepared and arbitrated hundreds of grievance arbitration cases, prepared personnel policy manuals and employee handbooks, investigated and prepared position statements on charges of discrimination, handled unemployment matters involving employer rates and benefit eligibility, provided advice and counsel regarding FLSA and OSHA issues, successfully defended discharges of employees, and generally handled the entire scope of issues facing employers.

## Practices, Industries & Services

Health Care  
Health Care Law  
Labor & Employment  
Municipal Law

## Memberships

- American Bar Association
- Michigan State Bar Association
- Grand Rapids Bar Association, Labor Law Sections

## Presentations

- Common Traps Under the ADA and FMLA



## Office

Grand Rapids  
200 Ottawa NW  
Suite 500  
Grand Rapids, MI 49503

616.608.1148 (phone)  
616.608.1193 (fax)  
sgirard@clarkhill.com

## Education

J.D., Wayne State University Law  
School, Detroit, Michigan  
B.A., Northern Michigan University,  
Marquette, Michigan

## State Bar Licenses

Michigan

# Ingrid A. Jensen

## Member

Ingrid A. Jensen specializes her practice in the areas of real estate, banking, and creditors' rights law, and has experience in the Federal Bankruptcy Court and Michigan Tax Tribunal. She works with numerous municipalities to defend tax assessments. Her real estate practice focuses primarily on real property acquisition and sale, leasing and property use and development. As a creditors' rights attorney, Ingrid works with both lenders and borrowers in renegotiating loans, preparing workout and forbearance agreements, and enforcing real estate loans through foreclosures and forfeitures.

A Grand Rapids native, Ingrid received her Bachelor of Arts degree *magna cum laude* from Albion College, and her law degree *cum laude* from Wayne State University Law School. She was admitted to the bar in 1984. She is a member of the Real Property Law and Business Law Sections of the State Bar of Michigan, and is a member of the Women Lawyers Association of Michigan and the Grand Rapids Bar Association. Ingrid stays actively involved with many community organizations and events.

### Practices, Industries & Services

Banking  
Corporate Restructuring & Bankruptcy  
Real Estate

### Areas of Emphasis

Foreclosures, Loan Modifications and Lender's  
Remedies

## Memberships

- Real Property Law Section of the State Bar of Michigan
- Women Lawyers Association of Michigan
- Grand Rapids Bar Association - Secretary



### Office

Grand Rapids  
200 Ottawa NW  
Suite 500  
Grand Rapids, MI 49503

616.608.1107 (phone)  
616.608.1167 (fax)  
ijensen@clarkhill.com

### Education

J.D., cum laude, Wayne State  
University Law School, Detroit,  
Michigan

B.A., magna cum laude, Albion  
College, Albion, Michigan

### State Bar Licenses

Michigan



# Kenneth P. Lane

## Member

**Kenneth P. Lane** is a Member in Clark Hill's Lansing office in the Education and Municipal Law Practice Group where he concentrates his practice in the areas of municipal law, municipal litigation, planning and zoning, public pension law and condemnation law.

Kenneth serves as general and special counsel to cities, townships, villages and counties across the state. Kenneth also has extensive experience in representing planning commissions, zoning boards, drain commissioners and drainage districts, brownfield authorities, and other municipal public bodies and entities. Additionally, Kenneth has a broad range of experience in various complex investment transactions and serves as general counsel for two large public employee pension systems.

Kenneth has spoken at numerous conferences and seminars on such topics as legislation affecting local governments, open meetings and freedom of information issues, zoning, planning and land use, ordinance enforcement and public pension regulation.

Prior to joining Clark Hill, Kenneth served as the Assistant Township Manager for Delta Charter Township where he focused on economic development and land use. Prior to that, Kenneth worked for the City of Lansing in the Office of the City Attorney focusing on ordinance prosecution and civil matters pertaining to housing and neighborhood issues.

Kenneth received his B.A. in History from Western Michigan University. He received his J.D. from Michigan State University College of Law and is a member of the Michigan Bar Association.

### Practices, Industries & Services

Economic Development Services  
Education  
Litigation  
Municipal Law  
Real Estate

### Areas of Emphasis

Consolidation & Restructuring  
Eminent Domain  
Land Use & Zoning  
Municipal Services

## Memberships

- State Bar of Michigan
- Ingham County Bar Association
- Member, Meridian Charter Township Planning Commission
- Michigan Association of Municipal Attorneys
- Michigan Association of Public Employee Retirement Systems



### Office

Lansing  
212 East Grand River Ave  
Lansing, MI 48906

517.318.3062 (phone)  
517.318.3078 (fax)  
klane@clarkhill.com

### Education

J.D., Michigan State University  
College of Law, East Lansing,  
Michigan

B.A., Western Michigan University,  
Kalamazoo, Michigan

### State Bar Licenses

Michigan

# Mark W. McInerney

## Of Counsel

**Mark W. McInerney** practices in the firm's Education and Municipal, Labor and Employment, and Litigation Practice Groups, and is located in the Detroit office.

Mark practices extensively in the area of school law. He has experience in drafting and enforcing school district policies, and in student discipline matters, teacher tenure issues, constitutional law, election law, the Open Meetings Act, the Freedom of Information Act, the Revised School Code, athletic eligibility issues, and general school legal issues and litigation. He has presented on school law issues to or on behalf of the Michigan Council of School Attorneys, Michigan Association of School Administrators and the Institute for Continuing Legal Education.

In the municipal area, he served as primary drafter of a new municipal charter for a village which completed the transformation to a home rule city, and has additional experience in drafting ordinances, municipal prosecution, zoning and land use law, and general municipal legal issues and litigation.

He has a wide range of experience in litigation, in both state and federal courts, in a number of contexts, including employment litigation, wrongful discharge and civil rights actions under federal and state law; construction litigation; and litigation regarding various other types of commercial and contract disputes. In addition to his work at the trial level, Mark has substantial experience at the appellate level, in both the state and federal court systems.

Mark is the author of articles in publications of the State Bar of Michigan dealing with evidence rules and construction issues, and has co-authored several Michigan Bar Journal articles addressing amendments to various federal rules. He is a member and former chair of the State Bar of Michigan Standing Committee on United States Courts, member and board member of the Michigan Council of School Attorneys, and the Detroit Metropolitan and Oakland County Bar Associations.

He is an active member of Our Lady of Sorrows Parish in Farmington, Michigan, current chair of the Parish Finance Council, and former chair of the Parish Pastoral Council, and has coached parish CYO girls' softball and basketball teams. He is an active alumnus of the University of Detroit Jesuit High School, and has served as a member of the school's Alumni Board and currently as a member of the school's facilities committee.

### Practices, Industries & Services

Education  
Labor & Employment  
Municipal Law

### Areas of Emphasis

Appellate  
Commercial Litigation  
Employment Litigation

## Memberships

- State Bar of Michigan, Litigation, Employment Law, Public Corporation Law and Appellate Law Sections

## Presentations

- Emerging Issues in Student Discipline by Mark McInerney
- January 21, 2017 Clark Hill & Plante Moran School Law & Finance Seminar Presentation
- 2016 Clark Hill & Plante Moran School Law & Finance Seminar Presentation on January 9, 2016
- MASA/MCSA Current School Safety Issues by Mark McInerney



### Office

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500 Woodward Ave  
Suite 3500  
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313.965.8383 (phone)  
313.309.6983 (fax)  
mmcinerney@clarkhill.com

### Education

J.D., cum laude, Wayne State  
University Law School, Detroit,  
Michigan, 1978

B.A., cum laude, University of  
Michigan, Ann Arbor, Michigan, 1975

### State Bar Licenses

Michigan

### Court Admissions

U.S. District Ct., E.D. of Michigan  
U.S. District Ct., W.D. of Michigan  
U.S. Court of Appeals, 6th Circuit



Certificates of Insurance

CLARK HILL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Marsh & McLennan Agency, LLC<br>15415 Middlebelt Road<br>Livonia MI 48154-3805                                                         |        | <b>CONTACT NAME:</b> Amy L. Micalef, CIC, CISR, AIS, AAI, LIC<br><b>PHONE (A/C, No, Ext):</b> 734-525-2445<br><b>E-MAIL ADDRESS:</b> amicallef@mma-mi.com<br><b>FAX (A/C, No):</b> 734-525-1841                                                                                                                                                                                                                                                                        |  |                               |        |                                              |       |                                       |       |                                               |       |             |  |             |  |             |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--------|----------------------------------------------|-------|---------------------------------------|-------|-----------------------------------------------|-------|-------------|--|-------------|--|-------------|--|
| <b>INSURED</b><br>CLARKHILL<br>Clark Hill, P.L.C.<br>Clark Hill, P.L.C. dba Clark Hill Thorp Reed<br>500 Woodward Ave., Ste 3500<br>Detroit MI 48226-3435 |        | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Great Northern Insurance Company</td><td>20303</td></tr><tr><td>INSURER B : Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C : Chubb Indemnity Insurance Company</td><td>12777</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Great Northern Insurance Company | 20303 | INSURER B : Federal Insurance Company | 20281 | INSURER C : Chubb Indemnity Insurance Company | 12777 | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                             | NAIC # |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                               |        |                                              |       |                                       |       |                                               |       |             |  |             |  |             |  |
| INSURER A : Great Northern Insurance Company                                                                                                              | 20303  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                               |        |                                              |       |                                       |       |                                               |       |             |  |             |  |             |  |
| INSURER B : Federal Insurance Company                                                                                                                     | 20281  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                               |        |                                              |       |                                       |       |                                               |       |             |  |             |  |             |  |
| INSURER C : Chubb Indemnity Insurance Company                                                                                                             | 12777  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                               |        |                                              |       |                                       |       |                                               |       |             |  |             |  |             |  |
| INSURER D :                                                                                                                                               |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                               |        |                                              |       |                                       |       |                                               |       |             |  |             |  |             |  |
| INSURER E :                                                                                                                                               |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                               |        |                                              |       |                                       |       |                                               |       |             |  |             |  |             |  |
| INSURER F :                                                                                                                                               |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                               |        |                                              |       |                                       |       |                                               |       |             |  |             |  |             |  |

## COVERAGES

CERTIFICATE NUMBER: 2090433919

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                                                        | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                             | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--------------|-------------------------------------------|--------------|------------------------------|-------------|--------------------------------|-------------|-------------------|-------------|------------------------|-------------|--|----|
| A                                                                               | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | 35926986      | 6/10/2017               | 6/10/2018               | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE                                                                 | \$1,000,000  | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000  | MED EXP (Any one person)     | \$10,000    | PERSONAL & ADV INJURY          | \$1,000,000 | GENERAL AGGREGATE | \$2,000,000 | PRODUCTS - COMP/OP AGG | \$2,000,000 |  | \$ |
| EACH OCCURRENCE                                                                 | \$1,000,000                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$1,000,000                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| MED EXP (Any one person)                                                        | \$10,000                                                                                                                                                                                                                                                                                                                      |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| PERSONAL & ADV INJURY                                                           | \$1,000,000                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| GENERAL AGGREGATE                                                               | \$2,000,000                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| PRODUCTS - COMP/OP AGG                                                          | \$2,000,000                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                                            |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| B                                                                               | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                               |           |          | 73576329      | 6/10/2017               | 6/10/2018               | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                              | COMBINED SINGLE LIMIT (Ea accident)                                             | \$1,000,000  | BODILY INJURY (Per person)                | \$           | BODILY INJURY (Per accident) | \$          | PROPERTY DAMAGE (Per accident) | \$          |                   | \$          |                        |             |  |    |
| COMBINED SINGLE LIMIT (Ea accident)                                             | \$1,000,000                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| BODILY INJURY (Per person)                                                      | \$                                                                                                                                                                                                                                                                                                                            |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| BODILY INJURY (Per accident)                                                    | \$                                                                                                                                                                                                                                                                                                                            |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| PROPERTY DAMAGE (Per accident)                                                  | \$                                                                                                                                                                                                                                                                                                                            |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                                            |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| B                                                                               | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                  |           |          | 79877626      | 6/10/2017               | 6/10/2018               | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                                                                                                                                                                            | EACH OCCURRENCE                                                                 | \$10,000,000 | AGGREGATE                                 | \$10,000,000 |                              | \$          |                                |             |                   |             |                        |             |  |    |
| EACH OCCURRENCE                                                                 | \$10,000,000                                                                                                                                                                                                                                                                                                                  |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| AGGREGATE                                                                       | \$10,000,000                                                                                                                                                                                                                                                                                                                  |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                                            |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| C                                                                               | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                                                |           |          | 71745576      | 2/1/2017                | 2/1/2018                | <table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>                                                                                                            | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |              | E.L. EACH ACCIDENT                        | \$1,000,000  | E.L. DISEASE - EA EMPLOYEE   | \$1,000,000 | E.L. DISEASE - POLICY LIMIT    | \$1,000,000 |                   |             |                        |             |  |    |
| <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |                                                                                                                                                                                                                                                                                                                               |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| E.L. EACH ACCIDENT                                                              | \$1,000,000                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| E.L. DISEASE - EA EMPLOYEE                                                      | \$1,000,000                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |
| E.L. DISEASE - POLICY LIMIT                                                     | \$1,000,000                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |              |                                           |              |                              |             |                                |             |                   |             |                        |             |  |    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

FOR INFORMATION ONLY  
LIABILITY COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Amy L. Micalef*

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OP ID: BT

**EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)  
05/26/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

|                                                                                                        |                    |                                       |                                                                            |                                                                      |
|--------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------|
| AGENCY<br>Henderson Brothers, Inc.<br>920 Ft Duquesne Blvd<br>Pittsburgh, PA 15222<br>James L. Conn    |                    | PHONE<br>(A/C, No, Ext): 412-261-1842 | COMPANY<br>CNA Insurance Cos.<br>P. O. Box 16020<br>Reading, PA 19612-6020 |                                                                      |
| FAX<br>(A/C, No): 412-261-4149                                                                         | E-MAIL<br>ADDRESS: |                                       |                                                                            |                                                                      |
| CODE: 020-019829                                                                                       | SUB CODE:          |                                       |                                                                            |                                                                      |
| AGENCY<br>CUSTOMER ID #: CLAR-11                                                                       |                    |                                       |                                                                            |                                                                      |
| INSURED<br><br>Clark Hill PLC<br>Attn: Donna Perry<br>500 Woodward Ave Suite 3500<br>Detroit, MI 48226 |                    |                                       | LOAN NUMBER                                                                | POLICY NUMBER<br>596473539                                           |
| EFFECTIVE DATE<br>06/01/17                                                                             |                    | EXPIRATION DATE<br>06/01/18           |                                                                            | CONTINUED UNTIL<br>TERMINATED IF CHECKED<br><input type="checkbox"/> |
| THIS REPLACES PRIOR EVIDENCE DATED:                                                                    |                    |                                       |                                                                            |                                                                      |

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGE INFORMATION**

| COVERAGE / PERILS / FORMS                      | AMOUNT OF INSURANCE | DEDUCTIBLE |
|------------------------------------------------|---------------------|------------|
| PARTNER OR EMPLOYEE THEFT                      | 5000000             | 25000      |
| THEFT DISAPPEARANCE & DESTRUCTION              | 5000000             | 10000      |
| FORGERY OR ALTERATION                          | 5000000             | 10000      |
| ROBBERY OR SAFE BURGLARY - PROPERTY OTHER THAN | 5000000             | 10000      |
| MONEY & SECURITIES                             |                     |            |
| COMPUTER SYSTEMS FRAUD                         | 5000000             | 10000      |
| MONEY ORDER & COUNTERFEIT CURRENCY             | 5000000             | 10000      |
| WIRE TRANSFER WITH VOICE PLUS                  | 5000000             | 10000      |
| CLAIMS EXPENSE                                 | 250000              | 5000       |
| SOCIAL ENGINEERING FRAUD                       | 250000              | 10000      |

**REMARKS (Including Special Conditions)****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

|                                                                                    |                               |                    |
|------------------------------------------------------------------------------------|-------------------------------|--------------------|
| NAME AND ADDRESS<br><br><br><br><br><br><br><br><br><br>FOR INFORMATIONAL PURPOSES | MORTGAGEE                     | ADDITIONAL INSURED |
|                                                                                    | LOSS PAYEE                    |                    |
|                                                                                    | LOAN #                        |                    |
|                                                                                    | AUTHORIZED REPRESENTATIVE<br> |                    |





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
07/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                      |  |                                                                                                                             |  |                                         |
|----------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|
| <b>PRODUCER</b><br>Willis of Michigan, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA |  | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext): 1-877-945-7378<br><b>E-MAIL</b><br>ADDRESS: certificates@willis.com |  | <b>FAX</b><br>(A/C, No): 1-888-467-2378 |
| <b>INSURED</b><br>Clark Hill, PLC<br>Attn: Donna Perry<br>500 Woodward Avenue, Suite 3500<br>Detroit, MI 482263435   |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                        |  | <b>NAIC #</b>                           |
|                                                                                                                      |  | INSURER A: National Fire & Marine Insurance Company                                                                         |  | 20079                                   |
|                                                                                                                      |  | INSURER B: Starr Surplus Lines Insurance Company                                                                            |  | 13604                                   |
|                                                                                                                      |  | INSURER C:                                                                                                                  |  |                                         |
|                                                                                                                      |  | INSURER D:                                                                                                                  |  |                                         |
|                                                                                                                      |  | INSURER E:                                                                                                                  |  |                                         |
| INSURER F:                                                                                                           |  |                                                                                                                             |  |                                         |

**COVERAGES**

CERTIFICATE NUMBER: W2922572

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL INSD | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |                  |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY          |           |          |                  |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                      |           |          |                  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                |           |          |                  |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |
| A        | Lawyers Professional Liability                                                                                                                                                                                                                                   | N         | N        | 42-EPP-303929-01 | 07/01/2017              | 07/01/2018              | First Loss Limit \$10,000,000                                                                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawyers Professional Liability - Layer Participant Carriers

Berkshire - 40.0%

Berkley - 17.5%

Brit Syndicate - 20.0%

ProSight/Gotham - 11.25%

SEE ATTACHED

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                    |                         |                                                                                                                   |  |
|------------------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------|--|
| AGENCY<br>Willis of Michigan, Inc. |                         | NAMED INSURED<br>Clark Hill, PLC<br>Attn: Donna Perry<br>500 Woodward Avenue, Suite 3500<br>Detroit, MI 482263435 |  |
| POLICY NUMBER<br>See Page 1        |                         | EFFECTIVE DATE: See Page 1                                                                                        |  |
| CARRIER<br>See Page 1              | NAIC CODE<br>See Page 1 |                                                                                                                   |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Sompo/Endurance - 11.25%

INSURER AFFORDING COVERAGE: Starr Surplus Lines Insurance Company

NAIC#: 13604

POLICY NUMBER: 1000600008171      EFF DATE: 07/01/2017      EXP DATE: 07/01/2018

ADDITIONAL INSURED:      N

SUBROGATION WAIVED:      N

| TYPE OF INSURANCE:       | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|--------------------------|--------------------|---------------|
| Lawyers Excess Liability | Each Occurrence    | \$30,000,000  |
|                          | Excess             | \$10,000,000  |

## ADDITIONAL REMARKS:

Other Layer Participant Carriers

Aspen - 15%

Crum - 17%

QBE - 17%

Sompo/Endurance - 14%

Prosight - 14%





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
07/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                      |  |                                                                                                                                                                                                 |  |
|----------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Willis of Michigan, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 1-877-945-7378<br><b>E-MAIL ADDRESS:</b> certificates@willis.com<br><b>FAX (A/C, No):</b> 1-888-467-2378                                   |  |
| <b>INSURED</b><br>Clark Hill, PLC<br>Attn: Donna Perry<br>500 Woodward Avenue, Suite 3500<br>Detroit, MI 482263435   |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Continental Casualty Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                                      |  | <b>NAIC #</b><br>20443                                                                                                                                                                          |  |

**COVERAGES**

CERTIFICATE NUMBER: W2947136

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY         |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <input type="checkbox"/> RETENTION \$                                                                                              |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                               |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |
| A        | Cyber Liability                                                                                                                                                                                                                                                 | N         | N        | 596774909     | 07/01/2017              | 07/01/2018              | See Below                                                                                                                                                                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Media - \$10,000,000  
Network Security - \$10,000,000  
Privacy Injury Liab - \$10,000,000  
Privacy Regulation Fines/ \$10,000,000  
Privacy Event Expense \$10,000,000  
Extortion Demand \$10,000,000

**CERTIFICATE HOLDER****CANCELLATION**

|                                 |                                                                                                                                                                |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For Informational Purposes only | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                 | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                    |                         |                                                                               |  |
|------------------------------------|-------------------------|-------------------------------------------------------------------------------|--|
| AGENCY<br>Willis of Michigan, Inc. |                         | NAMED INSURED<br>Clark Hill, PLC                                              |  |
| POLICY NUMBER<br>See Page 1        |                         | Attn: Donna Perry<br>500 Woodward Avenue, Suite 3500<br>Detroit, MI 482263435 |  |
| CARRIER<br>See Page 1              | NAIC CODE<br>See Page 1 | EFFECTIVE DATE: See Page 1                                                    |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Business Interruption and Extra Expense \$10,000,000

Including Third Party Vicarious Liability and Assumed Liability  
subject to \$25,000/ Retro date 9/17/2015

Completed Pricing Form (Appendix C)

CLARK HILL

## Appendix C

### Legal Services Request for Pricing

| Pricing Component                                                                                                                                                                               | Amount                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| A. Monthly General Counsel Retainer<br>1. Attendance at one City Council Meeting per month                                                                                                      | \$ 6,000 _____<br>\$ [included] _____                        |
| B. Monthly Prosecution Retainer                                                                                                                                                                 | \$ 6,000 _____                                               |
| C. Hourly Rate (For Filed Civil Cases)                                                                                                                                                          | \$ 225 _____                                                 |
| D. Hourly Rate (For Other Specialty Services Provided by Your Firm)                                                                                                                             | \$ 225 _____                                                 |
| E. Listing of All Other Expenses to be Charged Outside of the Above Fees:<br><br>1. Rates for bond counsel services/transactions would be quoted based on the offering.<br>2.<br>3.<br>4.<br>5. | \$ _____<br><br>\$ _____<br>\$ _____<br>\$ _____<br>\$ _____ |



**Response to Request for Qualifications & Proposals**  
**Legal Services – City of Fraser**  

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*Submitted by Seward Peck & Henderson PLLC*

Address: 210 East 3rd Street, Suite 212  
Royal Oak, MI 48067

Telephone: (248) 733-3580

Attorneys: T. Joseph Seward, *Member*  
Lindsey A. Peck, *Member*  
Kali M. L. Henderson, *Member*  
Michael T. Berger, *Associate*  
Joan Odorowski, *Associate*



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## Appendix A

### I. Legal Services Scope of Services

Seward Peck & Henderson PLLC (“SPH”) is well equipped to handle the full scope of services required by the City of Fraser. SPH maintains a 4,600 square foot office with three full-time staff, one part-time office manager, and five attorneys, including three partners. SPH maintains a paralegal on staff to provide clients with quick, and cost effective solutions. SPH is also a paperless, technology driven office. SPH consistently strives to utilize resources in new ways to benefit its clients.



*SPH Office in Royal Oak*

As detailed in Appendix B, SPH has the right combination of experience and skills to serve the City of Fraser as its City Attorney.

## Appendix B

### 1. Firm name: Seward Peck & Henderson PLLC

**a. Areas of specialty.** SPH's specialties include Municipal Law, Insurance Defense, Constitutional Law, and Employment Law.

**b. Years in Business.** SPH has been in business for 2.5 years, opening its doors on June 15, 2015. However, partners Seward, Peck, and Henderson were previously employed with a larger firm that specialized in municipal law. Mr. Seward had worked at the past firm for 30 years. Combined they have over 42 years of experience representing municipal entities. They formed SPH to offer clients unique, cost-effective, and proactive representation with the benefit of both experience and a fresh, young perspective.

### 2. Offices

**a. Office location where the majority of the work will be performed:**

Seward Peck & Henderson PLLC  
210 East 3rd Street, Suite 210  
Royal Oak, Michigan 48067

**b. Name and address of parent firm (if applicable) – *Not applicable***

### 3. Personnel

**a. Principal contact of the firm:**

|        |                                                          |    |                     |
|--------|----------------------------------------------------------|----|---------------------|
| Name:  | Lindsey A. Peck                                          | or | T. Joseph Seward    |
| Phone: | (248) 733-3580                                           |    | (248) 733-3580      |
| Email: | <a href="mailto:Lpeck@sph-llc.com">Lpeck@sph-llc.com</a> |    | jseward@sph-llc.com |

**b. Proposed personnel for legal services to be provided for each discipline.**

Name: Lindsey A. Peck, Partner  
Disciplines: Municipal Law; Appellate Practice; Personal  
Injury Defense; Zoning and Land Use  
*Resume Attached as Exhibit 1*

Ms. Peck is a partner and founding member of SPH. Her well-rounded and versatile skill set has enabled her to wear many hats throughout her career—litigator, trial attorney, and appellate practitioner. She has litigated countless cases that resulted in summary disposition or summary judgment in favor of her clients. She has also tried multiple cases, all of which resulted in defense verdicts in favor of her clients. For the past few years, she has focused on appellate practice. She has an eye for detail and a penchant for written advocacy, which have been the key to her success in both state and federal appellate courts.

Name: T. Joseph Seward, Partner  
Disciplines: Municipal Litigation; Municipal Governance; Police  
Liability; Insurance Defense  
*Resume Attached as Exhibit 2*

Mr. Seward is a partner and founding member of SPH. He has over thirty years of litigation experience. He has 33 years of litigation experience and 31 years of municipal litigation experience. He specializes in municipal law, personal injury defense, property preservation litigation, and insurance defense. He has been involved in nearly 350 cases in federal court. He is well known in the legal community for his expertise in police misconduct cases. In a 2008 article, Michigan Lawyers Weekly coined him “The Policeman’s Advocate.” Mr. Seward’s success in the courtroom is unparalleled and second to none. He has tried well over fifty cases involving allegations of police misconduct, all but two of which resulted in defense verdicts in favor of his clients.

Name: Kali M. L. Henderson, Partner  
Disciplines: Civil Litigation; Municipal Litigation; Police  
Liability; Insurance Defense; Bankruptcy

*Resume Attached as Exhibit 3*

Ms. Henderson is a partner and founding member of SPH. She specializes in municipal law, insurance defense, and general civil litigation. Her ability to obtain a favorable result on a consistent basis is due, in large part, to her mastery of the discovery process. She takes a proactive and aggressive approach to discovery. Her approach allows her to control the direction of the case, streamline the litigation, and minimize exposure to liability. Her clients frequently express appreciation for her meticulousness and attention to detail throughout the discovery process. Her aggressive discovery strategies have largely contributed to her successful jury verdicts as well.

Name: Michael T. Berger, Associate  
Disciplines: Civil Litigation; Municipal Litigation; Premises Liability; Insurance Defense; Personal Injury Defense

*Resume Attached as Exhibit 4*

Mike is an associate attorney who joined SPH two years ago. During the first year of his career, he first chaired multiple trials in which he obtained favorable results—an accomplishment shared by very few attorneys. Since joining SPH, he has successfully tried cases in both state and federal courts, due in large part to his strong presentation in the courtroom. He is well versed in the court rules and uses them to the advantage of his clients. He knows how to pick his battles, fight his battles, and win his battles.

Name: Joan Odorowski, Associate  
Disciplines: Insurance Defense; Insurance Coverage; Employment Law; Zoning Appeals; Tax Tribunal

*Resume Attached as Exhibit 5*

Joan is an associate attorney who joined SPH recently to contribute to SPH's growing areas of practice. Joan brings a wealth of experience and knowledge with her from her nearly 29 years in private practice. Her



patience and understanding allows her to guide clients through difficult situations smoothly.

**c. Other key personnel names who will be used for City business:**

Gastina Gandy, Legal Assistant  
Mallorie M. Blaylock, Administrative Assistant  
Robert Seffinger, Paralegal

**d. Total number of licensed attorneys at office listed in 2a. above:** Five (5)

**e. Total number of all staff at office listed in 2a. above:** Four (4)

**4. Does firm have adequate staff to handle another municipal client or will staff need to be hired?**

Yes, Seward Peck & Henderson PLLC has adequate staff to handle another municipal client. SPH is also always open to handling additional staff as our workload continues to grow.

**5. Experience - provide a short narrative detailing experience in municipal law including areas of expertise. Be sure to include any information on items identified as specialty services in Appendix A as well.**

Seward Peck & Henderson PLLC is an expanding law firm based in downtown Royal Oak. We represent a broad spectrum of local and national clients; individuals, municipal entities and employees, professional sports teams, entertainment companies, insurance companies, property management companies, and many others. We give clients the benefit of small firm attention with big firm experience and expertise.

Our multifaceted and diverse skill set enables us to handle cases from beginning to end, from investigation, discovery, trial and appeals. We are also advisors with experience in evaluating cases and circumstances, and recommending results-oriented, cost-efficient solutions.

We have been recognized as *Leaders in the Law* by Michigan Lawyers Weekly, *Super Lawyers* by Michigan Super Lawyers, *Rising Stars* by Michigan Super Lawyers, *Top Women Attorneys in Michigan* by Hour Detroit, *Top Rated Lawyers* by Martindale-Hubbell, *Top Lawyers* by Business Magazine, and *Top Lawyers* by Michigan Top Lawyers. Our consistent recognition for excellence in the practice of law is a product of our commitment to exceeding the expectations of our clients, our dedication to acting in the best interest of clients, and willingness to go above and beyond the proverbial “extra mile” for our clients.

We have represented and advised municipal agencies, departments, appointed and elected officials, officers, and employees in various capacities including defense counsel, general counsel, and educator. We have assisted municipal clients with analysis and management of intergovernmental relations, development of strategic plans, and facilitation of employee relations. We have provided representation and consultation to boards, commissions, councils, departments, and other levels of government on virtually every issue that arises in the context of municipal governance. Some of the issues on which we have provided representation and consultation include, without limitation: zoning and land use, intergovernmental operating agreements and other government contracts, public utilities, public disclosure obligations, public works infrastructure projects and improvements, ordinance enforcement and prosecution, insurance, labor and employment, administrative law, and public policy. We have attended meetings to advise elected and appointed officials on complex and sensitive matters of public concern.

We are well-versed in constitutional law. We have defended a wide array of claims involving constitutional challenges to legislative enactments and executive actions. We have defended civil rights claims under 42 U.S.C. § 1983, most of which have been based on the First Amendment, the Second Amendment, the Fourth Amendment, the Fifth Amendment, the Eighth Amendment, and the Fourteenth Amendment — and civil conspiracy claims under 42 U.S.C. § 1985. We have handled claims against supervisory officials that relate to actions ascribed to their subordinates. We have also handled claims against municipal corporations (or officials vested with policy-making authority) that relate to policies, practices, and customs. We are

intimately familiar with immunity doctrines, among other doctrines that impact liability exposure.

We are also well-versed in tort law. We have defended statutory tort claims based on the exceptions to governmental immunity—the highway exception, the motor vehicle exception, the public building exception, the medical care exception, and the proprietary function exception—as well as statutory tort claims arising out of water and sewage disposal systems. We have defended intentional tort claims for false imprisonment, false arrest, assault, battery, malicious prosecution, abuse of process, defamation, invasion of privacy, tortious interference, fraud, intentional infliction of emotional distress, conversion, trespass, and the like. We have also defended tort claims for negligence, gross negligence, negligent infliction of emotional distress, and public nuisance.

We have vast experience in zoning, land use, and growth management. We have provided representation and consultation on land use planning issues, special use permits, variances, riparian rights, and takings. We have kept abreast of state and federal opinions to ensure that decisions of planning commissions and zoning boards of appeals withstand legal challenges and coincide with the latest legislative developments.

We have extensive experience in handling claims based on statutes that subject municipal corporations and their elected or appointed officials, officers, and employees to liability. We have defended claims arising out of or related to the Governmental Immunity Act, the Freedom of Information Act, the Open Meetings Act, the Concealed Pistols Licensing Act, the Drain Code, the Public Health Code (including but not limited to the ambulance/emergency care provisions and the forfeiture provisions), the Mental Health Code, the Revised Judicature Act (including but not limited to the public nuisance provisions and the mandamus provisions), the Elliott-Larsen Civil Rights Act, the Persons With Disabilities Civil Rights Act, the Whistleblowers' Protection Act, and other legislative schemes that impact municipal clients.

We are intimately familiar with Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities

Act, the Family and Medical Leave Act, the Whistleblowers' Protection Act, the Elliott-Larsen Civil Rights Act, and the Persons with Disabilities Civil Rights Act. We have investigated and handled claims involving sex, race, age, religious, ethnic, and disability discrimination or harassment. We have participated in labor negotiations, conducted arbitrations, and defended employment claims in court.

We have handled claims arising out of public works infrastructure projects and improvements. For example, we have prosecuted and defended breach of contract claims based on construction contracts and statutory performance bonds.

**6. List specific reasons why your firm should be considered by the City of Fraser for legal representation.**

Seward Peck & Henderson PLLC should be considered by the City of Fraser for legal representation because our firm has vast experience in not only municipal law, but all areas of law that might affect a municipality. Prior to forming SPH, Mr. Seward, Ms. Peck, and Ms. Henderson were employed at a Wayne County law firm with an extensive municipal practice. During that time, they were involved in significant litigation. As an example, Mr. Seward successfully defended Waterford Township in a matter brought under MCL 691.1417 for damages caused by a sewage disposal system event. See *Willett v. Waterford Charter Township*, 271 Mich. App. 38 (2006).

Mr. Seward and Ms. Peck represented the interests of the Livingston County Drain Commissioner in an ill-fated construction project. The underlying contract was to install a sanitary sewer in an outlying area of Livingston County. The contractor was unable to complete the work, which resulted in declaration of a default in an action against the contractor and the bonding agency. The action on the bond resulted in a Court of Appeals decision. See *Northline Excavating, Inc. v. Livingston County*, 302 Mich. App. 621 (2013). Following the issuance of that decision, and while an application for leave to appeal was pending with the Michigan Supreme Court, Livingston County negotiated a settlement with the bonding company where the Livingston County Board of Public Works obtained a substantial

financial resolution from the bonding company. The litigation against Northline Excavating Company continued and shortly before trial was to commence, Northline Excavating Company voluntarily dismissed its lawsuit against Livingston County.

We have also investigated potential complaints against the Livingston County Drain Commissioner related to nuisance, odors, flooding of property, and disputes over special assessment districts. Additionally, we have a substantial practice defending lawsuits brought against cities, townships, and counties, including lawsuits involving sewer backups, automobile accidents, claims of gross negligence, employment disputes, and civil rights. We have handled significant business-related litigation, including claims arising under the Racketeer Influenced and Corrupt Organizations Act (RICO). See *Royal Oak Entertainment, LLC v. The City of Royal Oak*, 205 Fed. Appx. 389 (2006) and 316 Fed. Appx. 482 (2009).

Seward Peck & Henderson PLLC also serves as Township Attorney for Genoa Township. SPH was appointed counsel when a claim was brought against the Township under the Religious Land Use and Institutionalized Persons Act. The Township sought SPH's expertise in that litigation and then subsequently retained SPH as Township Attorney. As Township Attorney, SPH has been involved in ordinance drafting, as well as litigation beyond the RLUIPA Claim.

**7. Provide three (3) or more municipal references from prior or current clients, including contact name and telephone number.**

Livingston County

Michael Murphy, *Sheriff* P: (517) 546-2440

Ken Hinton, *County Administrator* P: (517) 540-8800

Jennifer Palmbos, *Human Resources/Labor Relations Director*  
P: (517) 540-8790

City of Southfield

Sue Ward-Witkowski, *City Attorney* P: (248) 796-5770

Wayne County Airport Authority

Edward Glomb, *Retired Chief of Police* P: (734) 576-9540



Waterford Township

Louis Feurino, *Human Resources Director and Risk Manager*

P: (248) 618-7525

City of Royal Oak

Corrigan O'Donahue, *Chief of Police/ Assistant City Manager*

P: (248) 246-3525

Theodore Quisenberry, *former Chief of Police and current Oakland County Homeland Security Manager*

P: (248) 452-9578

City of Ferndale

Timothy Collins, *Chief of Police*

P: (248) 546-2388

April Lynch, *City Manager*

P: (248) 546-2360

**8. Disclosure of any clients or interests that may reasonably be foreseen to constitute a conflict of interest when representing the City (such as other local governments, developers, bidders, etc.)**

As described above, SPH represents various governmental entities, including, but not limited to: the City of Ferndale, Genoa Township, Livingston County, City of Royal Oak, the Saginaw Tuscola Medical Control Authority, the City of Southfield, and Waterford Township. SPH does not expect a conflict between these entities and its representation of the City of Fraser.

**9. Describe how your firm will handle the day to day activities (police work, court appearance, and attendance at meetings) of this contract. This is particularly important if you do not have a local Fraser office.**

The day to day activities of this contract will easily be manageable from our Royal Oak office. In our previous experience, telephone and email has served our clients well for addressing non-pressing matters. Ms. Peck, Mr. Seward, or one of our three other attorneys will be available for meetings. Our office is located only twenty minutes west of Fraser should

any urgent matters arise. SPH will have a designated attorney to handle prosecutions.

**10. Provide evidence of a comprehensive liability and workers compensation insurance policy for all staff assigned to work for the City.**

Please see the attached Exhibit 6.

**11. Note any exceptions or deviations to the required scope of services outlined in Appendix A.**

No exceptions or deviations to note.

**12. During the past five (5) years, has the firm had any Bar Association complaints filed against it? If so, please explain.**

No.

**13. Has the firm been in bankruptcy, reorganization or receivership in the last five (5) years?**

No.

**14. Has the firm been terminated by any municipal client in the last five (5) years? If so, please explain.**

No.

**15. Define the standard time frames for response by the City Attorney to inquiries from the City Counsel, City Manager or Department Head.**

SPH undertakes a goal to respond to all inquiries within twenty-four hours. SPH also ensures that at least one attorney is always available by cellphone to handle any urgent matters. Typically, SPH will always have someone on hand to respond to all inquiries within a matter of hours.

**16. Describe how your firm would familiarize yourself with the current issues facing the City of Fraser.**

SPH has thoroughly researched the current issues facing the City of Fraser. To gain a more in depth perspective on the matters, SPH would conduct personal interviews and meetings with key personnel immediately. SPH believes that a fresh set of eyes and perspective would help the City of Fraser assess its options and move forward in a positive direction. SPH, with its vast experience and fresh minds can provide these services.

**17. Pricing - note the City prefers a combination of monthly retainer and per hour charges (to the tenth of an hour), but will consider all pricing structures submitted.**

See Appendix C.

## Appendix C



# EXHIBIT 1



# LINDSEY A. PECK

Work: (248) 733-3583

Mobile: (989) 948-1962

e-Mail: lpeck@sph-llc.com

## EXPERIENCE

**SEWARD PECK & HENDERSON PLLC**, Partner and Founding Member (June 2015 – Present)

### Practice Areas

- Focus on appellate practice, municipal law, and personal injury defense
- Handle appeals in United States Court of Appeals for Sixth Circuit, Michigan Supreme Court, and Michigan Court of Appeals as head of Appellate Department
- Handle cases in United States District Court for Eastern District of Michigan, Livingston County Circuit Court, Oakland County Circuit Court, and Wayne County Circuit Court as member of Litigation Department

### Achievements

- Named to Hour Detroit's List of *Top Women Attorneys in Michigan*
- Recognized as *Rising Star* by Michigan Super Lawyers (2017)
- Recognized as *Top Lawyer* by Michigan Top Lawyers (2015)

**CUMMINGS MCCLOREY DAVIS & ACHO PLC**, Associate Attorney (September 2010 – June 2015)

### Practice Areas

- Focused on appellate practice, municipal law, and personal injury defense
- Handled appeals in United States Court of Appeals for Sixth Circuit, Michigan Supreme Court, and Michigan Court of Appeals
- Handled cases in United States District Court for Eastern District of Michigan, Livingston County Circuit Court, Oakland County Circuit Court, Wayne County Circuit Court, Monroe County Circuit Court, and Ingham County Circuit Court

### Achievements

- Named to Hour Detroit's List of *Top Women Attorneys in Michigan*
- Recognized as *Rising Star* by Michigan Super Lawyers (2013, 2014, and 2015)

## EDUCATION

**MICHIGAN STATE UNIVERSITY COLLEGE OF LAW**, Juris Doctor, *cum laude* (2010)

### Memberships/Achievements

- Placement on Dean's List (multiple semesters)
- Recipient of Jurisprudence Achievement Award in Research, Writing & Advocacy II (awarded to student with highest grade)
- Member of Geoffrey Fieger Trial Practice Institute
  - Recipient of *Bernard J. Fieger Scholarship* (awarded to "most promising student")
- Member of Moot Court & Trial Advocacy Board, Appellate Division
  - Recipient of First Place Appellate Brief Award in *All-School Appellate Advocacy Competition* at Michigan State University College of Law
  - Recipient of Top Appellate Brief Award in *Irving R. Kaufman Memorial Securities Law Moot Court Competition* at Fordham University School of Law
  - Recipient of Top Appellate Brief Award in *Civil Rights and Liberties Competition* at Emory University School of Law
  - Recipient of First Place Team Award in *Civil Rights and Liberties Competition* at Emory University School of Law

### Presentations

- Presenter at *How to Write an Effective Brief* (seminar sponsored by American Constitution Society)

**UNIVERSITY OF MINNESOTA, TWIN CITIES CAMPUS**, Bachelor of Arts in Psychology, *cum laude* (2006)

### Memberships/Achievements

- Placement on Dean's List (multiple semesters)
- Member of Psi Chi, the International Honor Society in Psychology

# EXHIBIT 2

## EXPERIENCE

### **SEWARD PECK & HENDERSON (2015—Present)**

Partner and Founding Member

#### *Concentrations*

- Handle municipal litigation and insurance defense litigation

#### *Achievements*

- Recognized as *Top Lawyer* by Michigan Top Lawyers

### **CUMMINGS MCCLOREY DAVIS & ACHO (1985—2015)**

Partner, Equity Partner, and Managing Partner

#### *Concentrations*

- Started handling business law litigation and transitioned to handling environmental tort litigation
- Focused primarily on handling municipal litigation and insurance defense litigation
  - Handled more than fifty trials involving police liability and obtained only two adverse verdicts
  - Handled cases that led to significant appellate decisions, including but not limited to: *Van Dike v. AMF*, 146 Mich. App. 176 (1985); *Ostoin v. Waterford Township Police Department*, 189 Mich. App. 334 (1991); *Malcolm v. City of East Detroit*, 437 Mich. 132 (1991); *Page v. City of Southfield*, 45 F.3d 128 (6th Cir. 1995); *Horace v. City of Pontiac*, 456 Mich. 744 (1998); *Bradley v. City of Ferndale*, 148 Fed. Appx. 499 (6th Cir. 2005); *Kowalski v. City of Livonia*, 267 Mich. App. 517 (2005); *Willett v. Waterford Township*, 271 Mich. App. 38 (2006); *Odom v. Wayne County*, 482 Mich. 459 (2008); *Dunn v. Matatall*, 549 F.3d 348 (6th Cir. 2008); *Bowers v. Livingston County*, 426 Fed. Appx. 371 (2011); *Latits v. Phillips*, 298 Mich. App. 109 (2012); *Auto Owners v. Olympia Entertainment*, 310 Mich. App. 132 (2015)

#### *Achievements*

- Recognized as *Leader in the Law* and *Policeman's Advocate* by Michigan Lawyers Weekly
- Recognized as *Super Lawyer* by Michigan Super Lawyers
- Recognized as *Top Lawyer* by Michigan Top Lawyers
- Recognized as *Top Lawyer* in Litigation and Insurance by dBusiness Magazine

#### *Presentations*

- Presented to the FBI National Academy on Police Liability

### **BUCHANAN & BUCHANAN (1983—1985)**

Associate Attorney

#### *Concentration*

- Focused on personal injury defense litigation

## EDUCATION

**DETROIT COLLEGE OF LAW**, Juris Doctor (1983)

**WAYNE STATE UNIVERSITY**, Bachelor of Arts in Political Science (1979)

# EXHIBIT 3

# Kali M. L. Henderson

Licensed November 2012

khenderson@sph-llc.com

(248) 733-3588

---

Selected as *Rising Star* by Michigan Super Lawyers 2014, 2015, 2016 & 2017

Selected as *Top Women Attorneys Rising Star* by Hour Detroit 2015, 2016 & 2017

Recognized as *Top Lawyer* by Michigan Top Lawyers 2015

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## EXPERIENCE

---

### Partner & Founding Member ▪ Seward Peck & Henderson PLLC

June 2015 through Present ▪ Royal Oak, Michigan

- *Practice Includes a Heavy Focus on Civil Litigation, Insurance Defense, and Municipal Law*
- *Appearances Before Michigan District Courts, Michigan Circuit Courts, Michigan Court of Appeals, Federal Eastern District Court, Federal Bankruptcy Court, and Federal Sixth Circuit Court of Appeals*

### Associate Attorney ▪ Cummings, McClorey, Davis & Acho, P.L.C.

August 2012 through June 2015 ▪ Livonia, Michigan

- *Practice Included a Focus on Civil Litigation, Insurance Defense, Utilities Law, and Municipal Law*
  - *Appearances Before Michigan District Courts, Michigan Circuit Courts, Michigan Court of Appeals, Federal Eastern District Court, Federal Bankruptcy Court, and Federal Sixth Circuit Court of Appeals*
  - *Presented on Litigation Avoidance to Local Law Enforcement Department*
- 

## EDUCATION

---

### Juris Doctor • University of Detroit Mercy School of Law

Cum Laude • 2009 – 2012

- *Member of Moot Court Board of Advocates, Executive Board & Competed Nationally Twice (2010-2012);*
- *Member of Law Review (2010-2012);*
- *Member Dean's Honor Society and Recipient of Dean's Scholarship (2010-2012);*
- *Received Book Awards for highest grade in Applied Legal Theory and Analysis, Federal Jurisdiction, and International Law;*
- *Clerkship with Fildew Hinks PLLC/John J. Conway P.C. working on issues regarding ERISA, Class Action Insurance Claims, Municipal Law, and Employment Law (2011-2012)*
- *Served as Research and Tutorial Assistant for Professor Karen M. Henning*

### Bachelor of Arts • Michigan State University

James Madison College of Public Affairs • 2008

- *Received Bachelor of Arts Degree in Political Theory & Constitutional Democracy*
- *Completed Internship with Fieger, Fieger, Kenney, Johnson & Giroux P.C. (2007)*



# EXHIBIT 4

# Michael T. Berger

## Education

**Thomas M. Cooley Law School**, Lansing, MI  
*Juris Doctor*, Litigation Concentration

September 2012

**Michigan State University**, East Lansing, MI  
*Bachelor of Science*, Psychology  
Additional Major, Political Science

December 2009

## Honors and Awards

Rated as a Top Lawyer in Litigation for the year of 2016 by *Michigan Top Lawyers*  
Thomas M. Cooley Law School Dean's List  
Thomas M. Cooley Law School Honors Scholarship

## Bar Admissions

United States Court of Appeals for the Sixth Circuit  
United States Court of Federal Claims  
United States District Court – Eastern District of Michigan  
Bar of Illinois  
State Bar of Michigan

August 2017 – Present  
November 2016 – Present  
January 2016 – Present  
October 2013 – Present  
June 2013 – Present

## Experience

### **Associate Attorney**

Seward Peck & Henderson PLLC, Royal Oak, MI

December 2015 – Present

- Engages in legal research using Westlaw Next and ICLE. Prepares motions and accompanying briefs, trial briefs, case evaluation summaries, and facilitation summaries. Engages in all facets of discovery, including but not limited to appearing for depositions, interviewing witnesses, preparing interrogatories, preparing requests to admit, preparing requests for document production, and reviewing document production. Makes court appearances, including, but not limited to: appearing for motions; appearing for pre-trials and status conferences; and appearing for trial. Areas of practice include, but are not limited to: municipal law, insurance defense, and personal injury defense.

### **Associate Attorney**

April 2015 – December 2015

Cardelli Lanfear, PC, Royal Oak, MI

- Engaged in legal research using Lexis Advance. Engaged in many phases of complex litigation, including, but not limited to: preparation of pleadings, preparation of motions, investigation, preparation of written discovery, preparation of discovery responses, summarizing document production, appearing for depositions, and appearing for motions. Areas of practice included, but are not limited to: insurance defense, toxic tort, employment litigation, and commercial litigation.

### **Associate Attorney**

October 2013 – April 2015

Gergely Law Offices, PC, Schoolcraft, MI

- Conducted research and prepared documents, including, but not limited to: pleadings, motions, briefs, appellate briefs, mediation statements, settlement agreements and memoranda. Appeared for motions; pre-trial conferences and status conferences; and trial, including first-chair experience. Engaged in all facets of discovery, including, but not limited to: appeared for depositions; prepared interrogatories; reviewed discovery; and engaged lay and expert witnesses. Engaged in negotiation and mediation. Areas of practice include: family law, plaintiff's personal injury, and probate litigation.

## Volunteer

### **Attorney-Coach**

September 2014 – April 2015

Kalamazoo Central High School Mock Trial Team, Kalamazoo, MI

- Taught student-participants the Federal Rules of Evidence and general trial procedures. Reviewed case materials and created case theories with student-participants. Provided student-participants critical feedback regarding direct examinations, cross examinations, opening statements, and closing statements.

# EXHIBIT 5

## JOAN ODOROWSKI

- *Experienced Attorney with extensive litigation and negotiation experience*
- *Specializing in general corporate, business, employment-11- and insurance law*
- *Case Evaluator on Wayne County Mediation Tribunal Commercial Law Panel for over 10 years, adjudicating wide variety of business, real estate and commercial disputes*

### **EXPERIENCE**

**Seward Peck & Henderson PLLC**, Royal Oak, MI (2017-Current)

Attorney in Insurance Defense Law Firm; specializing in appeals.

**Ward, Anderson, Porritt, Bryant and Lord, PLLC**, Bloomfield Hills, MI (2015-2017)

Attorney in Insurance Defense Law Firm; specializing in appeals.

**Joan Odorowski, Attorney at Law**, Grosse Pointe Farms, MI (1996-2015)

Solo practitioner concentrating in: Insurance claims; Corporate and business law, representing clients in civil litigation in broad range of legal matters, including contracts, commercial leasing, construction disputes, vendor disputes, collection, insurance claims, copyright, zoning, purchase of commercial paper, corporate formation, and employment disputes; Personal injury.

**UAW Legal Services** – Detroit, MI – (1989-1991) Represented high volume of clients with emphasis on consumer finance issues, and Chapters 7 and 13 bankruptcy; landlord-tenant cases, and collection matters, including Fair Debt Collection Practices Act. Experience in consumer finance statutes and regulations.

**University of Michigan Law School – Ann Arbor, MI – Research attorney for U of M Law Professor Emeritus Alfred Conard**. Responsible for research in his published law review article, “Corporate Constituencies in Western Europe,” 21 Stetson Law Review 73 (1991), which addressed non-shareholder constituency statutes in different political and economic communities.

**Gottlieb & Goren, P.C.** – Detroit, MI Associate trial attorney in law firm specializing in employment law (EEOC, wrongful discharge, discrimination) (1985-1989)

**Kitch, Saurbier, Drutchas, Wagner & Kenney, PC** (1985-1987) Associate attorney specializing in researching and drafting insurance coverage opinions and appeals. Also handled employment litigation defending medical providers and hospitals in employment claims.

### **EDUCATION**

**Temple University School of Law** – Philadelphia, PA (JD, 1985) General curriculum with practical applications through clinical experience, work study programs and summer clerkships. Interned at City of Philadelphia’s Municipal Law Department. Summer clerkship at EEOC Philadelphia.

**University of Michigan** – Ann Arbor (1977-1981) – B.A. in Honors English and Honors French. Course work entailed writing two undergraduate Honors theses. Reporter for graduate student newspaper, *The Michigan Journalist* while an undergrad. Participant in UM Junior Year Abroad Program at Université d’Aix-Marseilles, Aix-en-Provence, France.

# EXHIBIT 6





# INSURANCE BINDER

DATE (MM/DD/YYYY)  
6/14/2017

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

|                                                                                                                                                                                                           |  |                                                                                                          |  |                                     |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------|--|-------------------------------------|--|
| AGENCY<br><b>Walter R. Anderson Insurance</b><br><b>3757 State Street Suite 2B</b><br><br><b>Santa Barbara CA 93105</b><br>PHONE (A/C, No, Ext): <b>(805)682-8885</b> FAX (A/C, No): <b>(805)563-1160</b> |  | COMPANY<br><b>Catlin Insurance Company</b>                                                               |  | BINDER #<br><b>B1761404719</b>      |  |
| CODE:<br>AGENCY CUSTOMER ID: <b>00001757</b>                                                                                                                                                              |  | EFFECTIVE DATE<br><b>6/15/2017</b>                                                                       |  | EXPIRATION DATE<br><b>6/15/2018</b> |  |
| SUB CODE:                                                                                                                                                                                                 |  | TIME<br><b>12:01</b>                                                                                     |  | TIME<br><b>12:01 AM</b>             |  |
| INSURED AND MAILING ADDRESS<br><b>Seward Peck &amp; Henderson, PLLC</b><br><b>210 East 3rd Street, Suite 212</b><br><br><b>Royal Oak MI 48067</b>                                                         |  | THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY<br>PER EXPIRING POLICY #: <b>TBD</b> |  |                                     |  |
|                                                                                                                                                                                                           |  | DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location)                                     |  |                                     |  |

## COVERAGES

## LIMITS

| TYPE OF INSURANCE                                                                                                                                                                                                                         | COVERAGE / FORMS                                                                                                                                                                                      | DEDUCTIBLE                   | COINS % | AMOUNT |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------|--------|
| <b>PROPERTY</b><br>CAUSES OF LOSS<br><input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC                                                                                                          |                                                                                                                                                                                                       |                              |         |        |
| <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR                                                                                  |                                                                                                                                                                                                       | EACH OCCURRENCE              |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | DAMAGE TO RENTED PREMISES    |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | MED EXP (Any one person)     |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | PERSONAL & ADV INJURY        |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | GENERAL AGGREGATE            |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | PRODUCTS - COMP/OP AGG       |         | \$     |
|                                                                                                                                                                                                                                           | RETRO DATE FOR CLAIMS MADE:                                                                                                                                                                           |                              |         |        |
| <b>VEHICLE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |                                                                                                                                                                                                       | COMBINED SINGLE LIMIT        |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | BODILY INJURY (Per person)   |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | BODILY INJURY (Per accident) |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | PROPERTY DAMAGE              |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | MEDICAL PAYMENTS             |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | PERSONAL INJURY PROT         |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | UNINSURED MOTORIST           |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       |                              |         | \$     |
| <b>VEHICLE PHYSICAL DAMAGE</b> DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES                                                                                                                      |                                                                                                                                                                                                       | ACTUAL CASH VALUE            |         |        |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | STATED AMOUNT                |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       |                              |         |        |
| <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                              |                                                                                                                                                                                                       | AUTO ONLY - EA ACCIDENT      |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | OTHER THAN AUTO ONLY:        |         |        |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | EACH ACCIDENT                |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | AGGREGATE                    |         | \$     |
| <b>EXCESS LIABILITY</b><br><input type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM                                                                                                                    |                                                                                                                                                                                                       | EACH OCCURRENCE              |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | AGGREGATE                    |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | SELF-INSURED RETENTION       |         | \$     |
|                                                                                                                                                                                                                                           | RETRO DATE FOR CLAIMS MADE:                                                                                                                                                                           |                              |         |        |
| <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>                                                                                                                                                                                     |                                                                                                                                                                                                       | PER STATUTE                  |         |        |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | E.L. EACH ACCIDENT           |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | E.L. DISEASE - EA EMPLOYEE   |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | E.L. DISEASE - POLICY LIMIT  |         | \$     |
| <b>SPECIAL CONDITIONS / OTHER COVERAGES</b>                                                                                                                                                                                               | <b>PROFESSIONAL LIABILITY INSURANCE - CLAIMS MADE POLICY</b><br><b>LIMITS: \$3,000,000/3,000,000 DEDUCTIBLE: \$5,000</b><br><b>RETROACTIVE DATE: 6/15/2015 Specific Client Limit: Berkley-\$5M/5M</b> | FEES                         |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | TAXES                        |         | \$     |
|                                                                                                                                                                                                                                           |                                                                                                                                                                                                       | ESTIMATED TOTAL PREMIUM      |         | \$     |

## NAME &amp; ADDRESS

|  |                                                                                                                                                |                                             |
|--|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
|  | <input type="checkbox"/> MORTGAGEE                                                                                                             | <input type="checkbox"/> ADDITIONAL INSURED |
|  | <input type="checkbox"/> LOSS PAYEE                                                                                                            |                                             |
|  | LOAN #:                                                                                                                                        |                                             |
|  | AUTHORIZED REPRESENTATIVE<br><br>Raleigh Anderson/RALEIG  |                                             |

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in Arizona

Binders are effective for no more than ninety (90) days.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

### Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

### Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

### Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

### Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

**INFORMATION PAGE****WEC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY****INSURER:** HARTFORD ACCIDENT AND INDEMNITY COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

**NCCI Company Number:**

10448

**Company Code:** 5**POLICY NUMBER:**

35 WEC BZ3579

**Previous Policy Number:**

35 WEC BZ3579

Suffix

| LARS | RENEWAL |
|------|---------|
|      | 02      |

HOUSING CODE: SA

1. **Named Insured and Mailing Address:** SEWARD, PECK AND HENDERSON,  
(No., Street, Town, State, Zip Code) PLLC

**FEIN Number:** 474084136210 E 3RD ST  
ROYAL OAK, MI 48067**State Identification Number(s):**

UIN:

MI. RISK ID NO: 021000000

**The Named Insured is:** LIMITED LIABILITY COMPANY**Business of Named Insured:** LAWYERS & LAW FIRMS**Other workplaces not shown above:** 210 E 3RD ST

ROYAL OAK MI 48067

2. **Policy Period:** From 06/15/17 To 06/15/18  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** ALLIED INSURANCE MANAGERS INC1055 S BLVD EAST SUITE 110  
ROCHESTER HILLS, MI 48307**Producer's Code:** 351613**Issuing Office:** THE HARTFORD

8711 UNIVERSITY EAST DRIVE

CHARLOTTE

NC 28213

(877) 853-2582

**Total Estimated Annual Premium:**

1

**Deposit Premium:****Policy Minimum Premium:**

I

**Audit Period:** ANNUAL**Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

*Suean L. Castaneda*

Authorized Representative

04/29/17

Date

## Appendix C

### Legal Services Request for Pricing

| Pricing Component                                                                                                 | Amount                                              |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| A. Monthly General Counsel Retainer                                                                               | \$ 2500.00                                          |
| 1. Attendance at one City Council Meeting per month                                                               | \$ 750.00 (included above)                          |
| B. Monthly Prosecution Retainer                                                                                   | \$ To be negotiated based on average hours required |
| C. Hourly Rate (For Filed Civil Cases)                                                                            | \$ 195.00                                           |
| D. Hourly Rate (For Other Specialty Services Provided by Your Firm)                                               | \$ 195.00                                           |
| E. Listing of All Other Expenses to be Charged Outside of the Above Fees:                                         | \$ _____                                            |
| 1. All costs incurred by SPH would be reimbursed by the City, including postage, filing fees, service fees, copy- | \$ _____                                            |
| 2. ing costs at .10 cents per page, and outside service                                                           | \$ _____                                            |
| provider fees (e.g. expert fees, consultant fees, etc.).                                                          | \$ _____                                            |
| 3.                                                                                                                | \$ _____                                            |

SPH proposes a monthly retainer of \$2,500.00. This retainer would serve as a monthly flat-rate fee to cover the following services: Attendance at one City Council meeting, bi-monthly meetings with City Manager, general inquiries, and standard advisory opinions.

Not included in the monthly retainer would be: prosecutorial services, to be provided at an hourly rate of \$125; filed litigation at an hourly rate of \$195; and special projects at a rate of \$915.

SPH proposes negotiating a flat retainer fee for prosecutorial services provided up to a certain number of hours each month. In order to be fair to the City, this number of hours would be based on the average number of hours previously expended on prosecutorial services. Any number of hours above that would be billed at the hourly rate.