



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

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## **PUBLIC NOTICE OF ELECTRONIC REGULAR MEETING OF THE MICHIGAN MUNICIPAL SERVICES AUTHORITY AUTHORITY BOARD**

**PLEASE NOTE: THIS NOTICE IS GIVEN AND PUBLISHED PURSUANT TO MCL 15.263a. The Authority Board of the Michigan Municipal Services Authority (the Authority) is meeting electronically as a result of the COVID-19 virus and to protect the health, safety and welfare of the citizens of Michigan from such virus, as allowed by MCL 15.263a.**

The Authority will hold a regular meeting on the following date, at the following time, and at the following location:

**Date**

Thursday, January 14, 2021

**Time**

1:30 PM

Refer to the MMSA's website to view the complete Agenda and Packet for the meeting.

**Specific instructions for public participation via a webinar will be posted on the MMSA's**

**website: <http://michiganmsa.org/>**

**WEBINAR LINK: <https://zoom.us/j/93267954509>**

**WEBINAR ID: 932 6795 4509**

The meeting is open to the public and this notice is provided under the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

The meeting location is barrier-free and accessible to individuals with special needs. Individuals needing special accommodations or assistance to attend or address the meeting should contact the Authority at (248) 925-9295 prior to the meeting to assure compliance with Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, and 42 USC 12131 to 12134.

A copy of the proposed meeting minutes will be available for public inspection at the principal office of the Authority within 8 business days. A copy of the approved minutes of the meeting, including any corrections, will be available for public inspection at the principal office of the Authority within 5 business days after approval.



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

**AUTHORITY BOARD  
REGULAR MEETING**

Thursday, January 14, 2021 at 1:30 PM

**LIVE ZOOM WEBINAR**

[\[Link to Join Webinar\]](#) Webinar ID: 932 6795 4509

Capitol View Building  
201 Townsend St Suite 900  
Lansing, MI 48933

**AGENDA**

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Approval of Minutes**
  - a. Minutes of the November 19, 2020 Authority Board meeting
- V. **Administrative Report**
  - a. FMS Project Update
  - b. LCSA Update & Legislation
  - c. Mark Wollenweber – City of Flint update
- VI. **New Business**
  - a. CEO Transition Discussion
- VII. **Public Comment**
- VIII. **Other Business**
- IX. **Adjournment**

A copy of the proposed minutes of the meeting will be available for public inspection at the principal office of the Authority within 8 business days. A copy of the approved minutes of the meeting, including any corrections, will be available for public inspection at the principal office of the Authority within 5 business days after approval.



## **AUTHORITY BOARD**

Thursday, November 19, 2020 at 1:30 p.m.

### **LIVE ZOOM WEBINAR**

Capitol View Building  
201 Townsend St Suite 900  
Lansing, MI 48933

### **MINUTES**

Proposed Minutes       Approved Minutes

MEETING TYPE:     Regular     Special

#### **I. Call to Order**

The meeting was called to order at 1:31 p.m. by the Chairperson.

#### **II. Roll Call**

	<b>PRESENT</b>	<b>ABSENT</b>
Kelli Scott, Chairperson*	X	
Dominick Pallone, Vice-Chairperson*	X	
Eric DeLong, Treasurer*	X	
Phil Bertolini*	X	
Molly Clarin*	X	
Brandon McCullough*	X	
Jessica Moy*	X	

Other attendees:

- Shea Charles, Michigan Municipal Services Authority
- Kristen Delaney, Michigan Municipal Services Authority
- Mark Wollenweber
- Steven Liedel, Dykema

**III. Approval of Agenda**

Moved by: Pallone  
Supported by: Bertolini

Yes: X      No: \_\_\_

**IV. Approval of Minutes**

Approval of the minutes from the March 11, 2020 Special Authority Board meeting, the July 6, 2020 Special Authority Board meeting and the July 9, 2020 Regular Authority Board meeting as presented.

Moved by: Bertolini  
Supported by: Pallone

Yes: X      No: \_\_\_

**V. Administrative Report**

CEO Charles reviewed the administrative report. The board members introduced themselves Brandon McCullough and welcomed him to the MMSA. Charles noted that work on the MMSA audit would begin in the next two weeks. Wollenweber delivered a report on his work with the City of Flint to date.

**VI. Audits**

None.

**VII. New Business**

**a. Resolution 2020-C Schedule of Regular Meetings for 2021**

Moy noted that the proposed dates conflict with her council meetings and one was scheduled for a holiday. She suggested moving the Authority Board meeting dates ahead one week.

Motion to amend the proposed Resolution 2020-C Schedule of Regular Meetings for 2021, with the revised meeting dates to be: March 18, 2021, June 17, 2021 and November 18, 2021. All meetings will begin at 1:30 p.m.

Moved by: Pallone  
Supported by: Bertolini

Yes: X      No: \_\_\_

**b. Resolution 2020-D Covid-19 Endemic Emergency and Electronic Meeting**

Bertolini suggested changing the work “and” to “or” in the first paragraph of the resolution. Liedel concurred.

Motion to approve Resolution 2020-D Covid-19 Endemic Emergency and Electronic Meeting, as amended.

Moved by: Bertolini  
Supported by: Pallone

Yes: X      No:   

c. Board Visioning Discussion

The Committee discussed Charles’ plans for the immediate future. The committee decided to hold a special Authority Board meeting at 1:30 p.m. on January 14, 2021. The regular Executive Committee meeting scheduled for that date will begin immediately after the special Authority Board meeting.

**VIII. Public Comment**

None.

**IX. Other Business**

None.

**X. Adjournment**

Moved by: Moy  
Supported by: Bertolini

Yes: X      No:   

Meeting adjourned at 2:47 p.m.

**Certification of Minutes**

Approved by the Authority Board on January 14, 2021.

Authority Secretary

Date



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

DATE: January 11, 2021  
TO: Executive Committee  
FROM: Shea Charles, CEO  
SUBJECT: December Report

I am pleased to submit my report of MMSA activities for December

### **Monthly Financials**

Please find the attached monthly financial reports for December 2020.

### **FMS/CGI**

Mr. Leidel and I have spoken, and he will begin updating the CGI Agreement.

### **LCSA Administrative Update**

METRO Act True-up sheets were issued to telecom providers on January 6<sup>th</sup> and we are starting to get completed forms back.

### **City of Flint**

The Treasury Department has approved the amended grant agreement to continue providing technical services to the City of Flint. Please find Mr. Wollenweber's report for December included in this agenda packet.

### **Health Care Pool**

I had a lengthy conversation with Jefferson Health Plan representatives just before the holidays. They are still interested in working with MMSA, specifically looking at establishing a sub-pool to provide aggregate pricing. If a sub-pool of this nature can combine 500 or more lives, then the pricing becomes very competitive.

### **MMSA Appointments**

We are awaiting appointments from the Governor's office; it is my understanding that there are several other Boards also waiting appointments.

**Next Steps for MMSA**

Attached is a draft term sheet and professional services agreement for the MMSA to contract with Vettraino LLC to provide interim CEO services. If the Executive Committee finds them acceptable Mr. Leidel and I will finalize them.



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

January 8, 2021

To: Shea Charles, CEO  
Michigan Municipal Services Authority (MMSA) Board of Directors

**Re: December 2020 Monthly Statements**

Enclosed are the following Monthly Statements for your review:

1. Revenue & Expenditure Report – General Fund
2. Revenue & Expenditure Report – Financial Management System Fund
3. Revenue & Expenditure Report – All Funds
4. Balance Sheet
5. Check Register
6. Bank Account Reconciliation
7. Bank Statement

**Fiscal Year Ending September 30, 2020 balances are still in draft form and subject to change in conjunction with the audit. Audit fieldwork commenced December 7, 2020.**

Please contact Kari Shea (248-223-3287) or Kelly Schimmoeller (734-302-6456) with any questions.

Thank you.

*Disclaimer: These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them.*



**Michigan Municipal Services Authority**  
**REVENUE AND EXPENDITURE REPORT**  
As of December 31, 2020

	Year Ending 09/30/2020 <u>END BALANCE</u>	Year Ending 09/30/2021 <u>BUDGET</u>	Year To Date 12/31/2020 <u>YTD BALANCE</u>	<u>% BDGT</u>
Revenue				
671000 - Contract Revenue	164,755	150,000	58,625	39.08 %
Total Revenue	<u>164,755</u>	<u>150,000</u>	<u>58,625</u>	<u>39.08 %</u>
Expenses				
Salary and Fringes				
701000 - Personal Services	197,103	181,000	57,265	31.64 %
715000 - Social Security & Medicare	15,249	13,847	4,368	31.54 %
718000 - Insurance - Health	12,293	24,798	6,017	24.27 %
Total Salary and Fringes	<u>224,645</u>	<u>219,645</u>	<u>67,650</u>	<u>30.80 %</u>
Operating				
752000 - Office Expense	4,010	2,000	285	14.24 %
801000 - Professional and Contractual Services	7,195	0	0	0.00 %
801500 - Office Rent	7,365	10,740	735	6.84 %
802000 - Legal	13,717	18,000	0	0.00 %
803000 - Accounting	12,180	16,000	0	0.00 %
803500 - Audit	11,000	11,000	0	0.00 %
804000 - Bank Service Charges	784	2,500	261	10.41 %
805000 - HR and Benefits Consulting	859	5,000	0	0.00 %
840000 - Insurance	4,950	2,810	2,263	80.56 %
861000 - Mileage Reimbursement	2,745	2,500	0	0.00 %
910000 - Professional Development	2,615	5,000	0	0.00 %
913000 - Conference Expenses	615	4,000	195	4.88 %
955000 - Miscellaneous	1,013	2,000	0	0.00 %
Total Operating	<u>69,048</u>	<u>81,550</u>	<u>3,739</u>	<u>4.58 %</u>
Total Expenses	<u>293,693</u>	<u>301,195</u>	<u>71,389</u>	<u>23.70 %</u>
Revenue in Excess of Expenses	<u>(128,938)</u>	<u>(151,195)</u>	<u>(12,764)</u>	<u>8.44 %</u>
Transfers				
699273 - Interfund Transfer In - FMS	135,125	101,169	0	0.00 %
Total Transfers	<u>135,125</u>	<u>101,169</u>	<u>0</u>	<u>0.00 %</u>
Change in Equity	<u>6,187</u>	<u>(50,026)</u>	<u>(12,764)</u>	<u>25.52 %</u>

These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them.

Michigan Municipal Services Authority  
**REVENUE AND EXPENDITURE REPORT**  
 As of December 31, 2020

There is no activity in this fund  
 as of 12/31/20

	Year Ending 09/30/2020 END BALANCE	Year Ending 09/30/2021 BUDGET
Revenue		
671000 - Contract Revenue	1,105,988	1,557,114
Total Revenue	1,105,988	1,557,114
Expenses		
Operating		
801000 - Professional and Contractual Services	970,863	1,455,946
Total Operating	970,863	1,455,946
Total Expenses	970,863	1,455,946
Revenue in Excess of Expenses	135,125	101,168
Transfers		
995101 - Transfer Out - GF	(135,125)	101,169
Total Transfers	(135,125)	101,169
Change in Equity	0	202,337

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**Michigan Municipal Services Authority**  
**REVENUE AND EXPENDITURE REPORT**  
**As of December 31, 2020**

	Year Ending 09/30/2020 <u>END BALANCE</u>	Year Ending 09/30/2021 <u>BUDGET</u>	Year To Date 12/31/2020 <u>YTD BALANCE</u>	<u>% BDGT</u>
Revenue				
671000 - Contract Revenue	1,270,743	1,707,114	58,625	3.43 %
Total Revenue	<u>1,270,743</u>	<u>1,707,114</u>	<u>58,625</u>	<u>3.43 %</u>
Expenses				
Salary and Fringes				
701000 - Personal Services	197,102	181,000	57,265	31.64 %
715000 - Social Security & Medicare	15,249	13,847	4,368	31.54 %
718000 - Insurance - Health	12,293	24,798	6,017	24.27 %
Total Salary and Fringes	<u>224,644</u>	<u>219,645</u>	<u>67,650</u>	<u>30.80 %</u>
Operating				
752000 - Office Expense	4,010	2,000	285	14.24 %
801000 - Professional and Contractual Services	978,059	1,455,946	0	0.00 %
801500 - Office Rent	7,365	10,740	735	6.84 %
802000 - Legal	13,717	18,000	0	0.00 %
803000 - Accounting	12,180	16,000	0	0.00 %
803500 - Audit	11,000	11,000	0	0.00 %
804000 - Bank Service Charges	784	2,500	261	10.41 %
805000 - HR and Benefits Consulting	858	5,000	0	0.00 %
840000 - Insurance	4,951	2,810	2,263	80.56 %
861000 - Mileage Reimbursement	2,745	2,500	0	0.00 %
910000 - Professional Development	2,615	5,000	0	0.00 %
913000 - Conference Expenses	615	4,000	195	4.88 %
955000 - Miscellaneous	1,013	2,000	0	0.00 %
Total Operating	<u>1,039,912</u>	<u>1,537,496</u>	<u>3,739</u>	<u>0.24 %</u>
Total Expenses	<u>1,264,556</u>	<u>1,757,141</u>	<u>71,389</u>	<u>4.06 %</u>
Revenue in Excess of Expenses	<u>6,187</u>	<u>(50,027)</u>	<u>(12,764)</u>	<u>25.51 %</u>
Transfers				
699273 - Interfund Transfer In - FMS	135,125	101,169	0	0.00 %
995101 - Transfer Out - GF	(135,125)	101,169	0	0.00 %
Total Transfers	<u>0</u>	<u>202,338</u>	<u>0</u>	<u>0.00 %</u>
Change in Equity	<u>6,187</u>	<u>152,311</u>	<u>(12,764)</u>	<u>(8.38) %</u>

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## Michigan Municipal Services Authority COMPARATIVE BALANCE SHEET

	<u>PERIOD ENDED</u> <u>09/30/2020</u>	<u>PERIOD ENDED</u> <u>12/31/2020</u>	<u>CHANGE</u>	<u>% CHANGE</u>
<b>ASSETS</b>				
Current Assets				
Bank Accounts	294,675	289,406	(5,269)	(1.78) %
Other Current Assets				
040000 - Accounts Receivable	14,755	0	(14,755)	(100.00) %
123000 - Prepaid Expenses	1,356	0	(1,357)	(100.00) %
Total Other Assets	<u>16,111</u>	<u>0</u>	<u>(16,112)</u>	<u>(100.00) %</u>
Total Current Assets	<u>310,786</u>	<u>289,406</u>	<u>(21,381)</u>	<u>(6.87) %</u>
<b>TOTAL ASSETS</b>	<b><u>310,786</u></b>	<b><u>289,406</u></b>	<b><u>(21,381)</u></b>	<b><u>(6.87) %</u></b>
<b>LIABILITIES AND EQUITY</b>				
Liabilities				
Current Liabilities				
Accounts Payable				
202000 - Accounts Payable	4,116	0	(4,116)	(100.00) %
Total Accounts Payable	<u>4,116</u>	<u>0</u>	<u>(4,116)</u>	<u>(100.00) %</u>
Other Current Liabilities				
257000 - Accrued Salaries Wages	4,500	0	(4,500)	(100.00) %
Total Other Current Liabilities	<u>4,500</u>	<u>0</u>	<u>(4,500)</u>	<u>(100.00) %</u>
Total Current Liabilities	<u>8,616</u>	<u>0</u>	<u>(8,616)</u>	<u>(100.00) %</u>
Total Liabilities	<u>8,616</u>	<u>0</u>	<u>(8,616)</u>	<u>(100.00) %</u>
Equity				
390000 - Fund Balance - Unassigned	295,983	302,170	6,186	2.09 %
Net Revenue	6,187	(12,764)	(18,951)	(306.31) %
Total Equity	<u>302,170</u>	<u>289,406</u>	<u>(12,765)</u>	<u>(4.22) %</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b><u>310,786</u></b>	<b><u>289,406</u></b>	<b><u>(21,381)</u></b>	<b><u>(6.87) %</u></b>

These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them.

Created on: 01/05/2021, 2:16 PM EDT

## Michigan Municipal Services Authority Check Register

Date	Payee	Document No	Amount Cleared
	<b>Bank: Bill.com Clearing - Bill.com Clearing</b>	<b>Account No:</b>	
12/31/2020	10009--Kristen Delaney		138.30 In Transit
12/31/2020	10025--Reid S. Charles II		1,501.89 In Transit
	<b>Total for Bill.com Clearing</b>		<u><u>1,640.19</u></u>
	<b>Bank: Fifth Third - 1244 - Firth Third</b>	<b>Account No: 7169301244</b>	
12/01/2020	10005--BCBSM		2,199.26 12/31/2020
12/01/2020	10005--BCBSM		465.40 12/31/2020
12/02/2020	10015--Gusto		57.00 12/31/2020
12/10/2020	10015--Gusto		2,659.25 12/31/2020
12/24/2020	10015--Gusto		2,693.80 12/31/2020
	<b>Total for Fifth Third - 1244</b>		<u><u>8,074.71</u></u>

# Michigan Municipal Services Authority Reconciliation Report

As Of 12/31/2020  
Account: 5/3 Checking

Statement Ending Balance	289,405.54
Deposits in Transit	0.00
Outstanding Checks and Charges	0.00
Adjusted Bank Balance	289,405.54
Book Balance	289,405.54
Adjustments*	0.00
Adjusted Book Balance	289,405.54

Total Checks and Charges Cleared	23,157.10	Total Deposits Cleared	21,125.00
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## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
State of Michigan	City of Flint	12/22/2020		21,125.00	
<b>Total Deposits</b>				<b>21,125.00</b>	<b>0.00</b>

## Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
BCBSM	Health Care Premium	12/01/2020		2,199.26	
BCBSM	Health Care Premium	12/01/2020		465.40	
Gusto	November 2020 Invoice	12/02/2020		57.00	
General Ledger Entry	12.10.20 Payroll	12/10/2020		6,637.15	
Gusto	12.10.2020 Payroll	12/10/2020		2,659.25	
General Ledger Entry	12.24.20 Payroll	12/24/2020		6,721.02	
Gusto	12.24.2020 Payroll	12/24/2020		2,693.80	
General Ledger Entry	December 2020 Bank Fee	12/31/2020		1,640.19	
				84.03	
<b>Total Checks and Charges</b>				<b>23,157.10</b>	<b>0.00</b>



Statement Period Date: 12/1/2020 - 12/31/2020  
 Account Type: COMM'L 53 ANALYZED  
 Account Number: [REDACTED]

— MICHIGAN MUNICIPAL SERVICE  
 200 TOWNSEND ST STE 900  
 LANSING MI 48933



0

Banking Center: Grand Rapids  
 Banking Center Phone: 616-653-5440  
 Commercial Client Services: 866-475-0729

5798

**Account Summary - [REDACTED]**

<b>12/01</b>	<b>Beginning Balance</b>	<b>\$291,437.64</b>	Number of Days in Period	31
	Checks			
9	Withdrawals / Debits	\$(23,157.10)		
1	Deposits / Credits	\$21,125.00		
<b>12/31</b>	<b>Ending Balance</b>	<b>\$289,405.54</b>		

**Withdrawals / Debits**

**9 items totaling \$23,157.10**

Date	Amount	Description
12/01	465.40	BCBS Michigan PREMIUM MS283851 MICHIGAN MUNICIPAL SER 120120
12/02	57.00	GUSTO 6semjm718c6 FEE 249542 6semjp4ofnb MICHIGAN MUNICIPAL SER 120220
12/09	2,659.25	GUSTO 6semjm738ml TAX 315413 6semjp5iq44 MICHIGAN MUNICIPAL SER 120920
12/09	6,637.15	GUSTO 6semjm738mg NET 315408 6semjp5iq33 MICHIGAN MUNICIPAL SER 120920
12/10	84.03	SERVICE CHARGE
12/23	2,693.80	GUSTO 6SEMJM772K7 TAX 440263 6semjp78c3p MICHIGAN MUNICIPAL SER 122320
12/23	6,721.02	GUSTO 6SEMJM772K1 NET 440257 6semjp78c38 MICHIGAN MUNICIPAL SER 122320
12/29	2,199.26	BCBS Michigan PREMIUM MS283851 MICHIGAN MUNICIPAL SER 122920
12/31	1,640.19	Bill.com Payables 016UQISQU1NDEK0 Michigan Municipal Ser Multiple Payments Bill.com Payables 016UQISQU1NDEK0 123120

**Deposits / Credits**

**1 item totaling \$21,125.00**

Date	Amount	Description
12/22	21,125.00	STATEOFMICHIGAN PMT/REFUND 202012171129231 MICHIGAN MUNICI NTE*210000213133 *CV0053980 *MICHIGAN MUNICIPAL SERVICES AU 122220

**Daily Balance Summary**

Date	Amount	Date	Amount	Date	Amount
12/01	290,972.24	12/10	281,534.81	12/29	291,045.73
12/02	290,915.24	12/22	302,659.81	12/31	289,405.54
12/09	281,618.84	12/23	293,244.99		

FIFTH THIRD HAS SYSTEMATICALLY PROVIDED THE FIRST \$100 OF YOUR TOTAL CHECK DEPOSIT AMOUNT TO YOU AT THE TIME OF DEPOSIT, AS A COURTESY. ACCOUNTS OPENED PRIOR TO NOVEMBER 14, 2019 WOULD HAVE RECEIVED RULES AND REGULATIONS DETAILING THIS COURTESY AVAILABILITY. EFFECTIVE 02/18/2021, WE WILL NO LONGER PROVIDE THE FIRST \$100 OF THE CHECK DEPOSIT TO YOU. ALL DEPOSITS WILL CONTINUE TO FOLLOW THE STATED REGULATION CC FUNDS AVAILABILITY RULES IN REGARDS TO CHECK DEPOSITS. STANDARD CUTOFF TIMES APPLY.



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

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DATE: January 12, 2021  
TO: Shea Charles  
FROM: Mark Wollenweber  
SUBJECT: January Report

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I am pleased to submit my report on my work in the City of Flint to date.

### **Dates Worked**

December 14, 2020; December 21, 2020; December 28, 2020. I met w/ Treasurer Amanda T on all but one date and talked to her by phone on that date. I met w/ Finance staff members each time and met w/ Eric S. Each time but on 12-28-20 as he was not in. I also met w/ Glenda in Planning on two projects.

### **Work Completed**

I followed up w/ Joyce On the Purchasing training and suggested follow up training w/ BS and A for the clerical staff who input data for purchase orders. I also followed up by phone and emails w/ the Michigan Department of Corrections on the jail contract w/ the County. I verified that Flint received from them reimbursement for the funds it advanced to the County. I redrafted the proposed purchasing intern notice and assisted in getting approval from both Finance and HR. I assisted Planning in steps to close out the Flint Area Economic Community program and helped redraft a letter to the neighboring township that gets 12% of the assets. I spoke to the audit firm that prepares the books and to Plante-Moran who will do the final audit. We asked thru Treasury to see if MDHHS would waive the final audit requirement as it is only for a few months but they were unwilling. I also made several calls to assist Planning on a Section 108 loan program that had been bid by Purchasing twice w/ no replies and checked on whether or not Davis-Bacon requirements needed to be included on single home rehab packages.

### **Results**

I verified that Flint did receive both requested reimbursements from MDOC and that a 10-1-20 thru 9-30-21 contract w/ Corrections for the jail lockup had not been proposed as yet. I contacted MDOC to request on behalf of the city an administrative fee and am awaiting a response. I verified that the lead based paint and asbestos testing had been completed so that the results could be incorporated in bids to reactivate the sprinkler system in the business incubator

building. I contacted both the accounting firm that does the record keeping for the FAEC and the audit firm to close out that program so the assets could be disbursed. I assisted in drafting and redrafting a letter to the neighboring township who gets 12% of the final assets and also inquired about an admin fee for the city doing all of the program work. I contacted several other cities about when does Davis -Bacon wage rules apply to home rehab. I also contacted two agencies that have handled Section 108 loan programs and identified two persons who could assist in the development of that type of program.



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

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DATE: January 11, 2021  
TO: Executive Committee  
FROM: Shea Charles, CEO  
SUBJECT: Proposed Vettraino Agreement

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At the December Board meeting it was decided to interview Jaymes Vettraino of Vettraino Consulting, LLC for the position of part-time, interim CEO. Based on the interview it is recommended the MMSA proceed with retaining Mr. Vettraino for a period of six months to provide 15 hours of work (on average) for a cost of \$40,000. Attached is a draft services agreement and term sheet for your review. Steve Liedel will be reviewing the agreement in preparation for Thursday's meeting. If the general terms of the agreement are acceptable, I ask the Executive Committee to vote to approve the agreement as to form and authorize the Chair to sign once approved by legal counsel.

## Draft Term Sheet

- 1) MMSA will contract with Vettraino Consulting, LLC for the period starting January 18, 2021 until July 18, 2021 for a total of \$40,014 (twenty-six weeks at 1,539 per week) to provide interim CEO services. Including, but no limited to:
  - a) oversee day-to-day operations of the MMSA & LCSA,
  - b) administration of the CGI Contract
  - c) Implementation of the 2021 METRO Act Fees
  - d) Implementation of LCSA PPT payments
  - e) Continued program development
- 2) Vettraino Consulting, LLC shall invoice MMSA once per month for services provide during the prior month.
- 3) As request by the MMSA, Vettraino Consulting, LLC will assign Jaymes Vettraino as the MMSA CEO and he will be responsible for all CEO duties as provided by the governing documents of the MMSA, duties as noted in this term sheet and duties as assigned by the Executive Board.
- 4) Vettraino Consulting, LLC will provide approximately 15 hours per week of service to the MMSA, the parties acknowledge the actual hours may vary depending upon workload.
- 5) At the end of the six-month period the MMSA may:
  - a) Enter into a subsequent agreement with Vettraino Consulting, LLC to continue providing CEO services; or
  - b) Draft a request for proposal for services pursuant to the MMSA purchasing policy; or
  - c) Proceed with any other option available to the MMSA.
- 6) Vettraino Consulting, LLC will provide periodic accounting of time the MMSA Executive Committee in a manner and time agreed upon the parties.
- 7) Within the first month Mr. Vettraino will assist the MMSA Board with a visioning process to assist with setting measurable goals.
- 8) The parties acknowledge that Mr. Vettraino understands that during the course of this agreement he will adhere to the ICMA Code of Ethics, which will help govern any conflicts of interest.

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (“Agreement”), made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **MICHIGAN MUNICIPAL SERVICES AUTHORITY (MMSA)**, having its mailing address at P.O. Box 12012, Lansing, MI 48901, and Vettraino Consulting, LLC (**SERVICE PROVIDER**), having its mailing address at P.O. Box 82202, Rochester, MI 48307, provides as follows:

**WITNESSETH:**

**WHEREAS**, the MMSA desires to have certain services provided, which shall be of the type, nature and extent as set forth in the Term Sheet offered by the **SERVICE PROVIDER** dated \_\_\_\_\_, 2021 (“**TERM SHEET**”); and

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

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

1. **SERVICE PROVIDER** shall perform the services as set forth in the **TERM SHEET**. The type, nature and scope may be changed if mutually agreed upon in writing by **SERVICE PROVIDER** and the MMSA. The **TERM SHEET** dated \_\_\_\_\_, 2021 is incorporated in this **AGREEMENT** by reference and attached here to as Exhibit A.

2. The MMSA shall pay the **SERVICE PROVIDER** for the performance of this Agreement as outlined in the **TERM SHEET**, which amount shall compensate **SERVICE PROVIDER** for all aspects of the services to be performed including, but not limited to, all preparation,

coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in the TERM SHEET.

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

4. SERVICE PROVIDER shall provide and designate one individual responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the MMSA.

5. This Agreement shall commence and shall terminate in accordance with the provisions as set forth in the TERM SHEET.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. SERVICE PROVIDER agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

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

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

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

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

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

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

**MICHIGAN MUNICIPAL SERVICES AUTHORITY**

By:

Its:

**VETTRAINO CONSULTING, LLC**

By: \_\_\_\_\_  
Jaymes Vettraino

Its: Owner

# Vettraino Consulting, LLC

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

December 22, 2020

TO: Shea Charles, CEO MMSA

RE: Meeting with MMSA Board Members

I am grateful for our recent conversations regarding the MMSA and appreciate the opportunity to continue our discussion with MMSA Board members on January 8<sup>th</sup>.

I look forward to sharing my professional experience and thoughts with the MMSA Board members. As we have discussed, I am interested to see if there might be an opportunity for me assist the Board in executing its vision to **Collaborate \* Innovate \* Serve** local governments in Michigan.

As noted on my resume, my background includes 17 years as a municipal manager. Over the past 5 years I have had the opportunity to teach and direct a social entrepreneurship program at Rochester University and to work with many Michigan municipalities through my consulting business. Entrepreneurial government has been a theme of my professional and educational career and I find the MMSA concept of a “virtual municipality” very intriguing.

The MMSA’s mission to **deliver** shared municipal services and vision to **revolutionize** local government through access to best practices will be needed as local governments continue to navigate unprecedented pressures and changes. Understanding that the MMSA was formed in 2012, borne out of the 2008/9 recession, the organization can be a valuable resource as our cities, villages, townships, counties, and districts comes out of the 2020/21 pandemic. Projecting the needs of our local communities’ post-pandemic will be a challenging and dynamic opportunity as we consider how best to assist our local partners in serving their citizens.

I look forward to our meeting on January 8<sup>th</sup> and to better understanding the MMSA’s goals, objectives, and expectations.

If I can provide you with any additional information, please let me know.

Sincerely,



Jaymes Vettraino

# Jaymes A. Vettraino

1891 Beaver Creek ~ Rochester, MI 48307 ~ 248-379-8923 ~ vettrainoconsulting@gmail.com

## EDUCATION

### Lehigh University

Bethlehem, PA  
Masters of Business Administration  
Graduate with Honors  
Focus of Study: Management and  
Entrepreneurial Ventures  
Executive Study Topic: Agile Virtual  
Enterprise Business Model

### Michigan State University

East Lansing, MI  
Bachelor of Arts, Political Science  
Graduate with Honors

## RECOGNITIONS

Distinguished Faculty Award  
Rochester University (2019)

Community Advocacy Award  
Rochester Regional Chamber (2018)

Elite 40 Under 40  
Oakland County (2015)

Outstanding Service Award  
Michigan Municipal League (2013)

College Commencement Speaker  
Michigan State University

## CURRENT BOARD SERVICE

Community Foundation of Greater  
Rochester

Chief Financial Credit Union

Leadership Oakland County  
Non-Profit Committee

Dutton Farm

## HIGHER EDUCATION

Rochester University (Rochester Hills, MI) 8/2015 – Present  
Director of the Center for Social Engagement and Assistant Professor

- Responsible for the creation of a new School of Business Social Enterprise Major
- Responsible for the creation and administration of a Center for Social Engagement
- Design and teach courses in the School of Business
- Manage University Capital Construction Projects

Oakland University (Rochester, MI) Fall 2017  
Adjunct Faculty, Masters in Public Administration

Alvernia College (Reading, PA) Spring 2003  
Adjunct Faculty, Graduate and Continuing Studies

## CONSULTING

Vettraino Consulting, LLC (Rochester, MI) 8/2015 – Present  
Owner

Consultant contracts with more than three dozen local government agencies in Michigan on a variety of engagements including:

- Executive Recruitment
- Five-Year Financial Plan Development
- Organizational Assessment
- Classification and Compensation Studies
- Employee Development/Evaluation
- Strategic Planning

Vettraino Consulting also serves private sector clients:

- Land Development Planning and Approval
- Leadership Team Facilitation

## MUNICIPAL MANAGEMENT

City of Rochester (Rochester, MI) 5/2008 – 8/2015  
City Manager

Kutztown Borough (Kutztown, PA) 1/2003 – 5/2008  
Municipal Manager/Treasurer

Pen Argyl Borough (Pen Argyl, PA) 6/1998 – 1/2003  
Municipal Manager/Treasurer

# Jaymes A. Vettrano

1891 Beaver Creek ~ Rochester, MI 48307 ~ 248-379-8923 ~ vettranoconsulting@gmail.com

## **PRESENTATIONS AT PROFESSIONAL CONFERENCES AND TO GOVERNMENTAL AGENCIES**

National League of Cities  
American Public Power Association  
Federal Communication Commission  
Michigan House of Representatives and Michigan Senate (testimony)  
Michigan Local Government Management Association  
Pennsylvania House of Representatives and Pennsylvania Utility Commission (testimony)  
National Association of Telecommunications Officers and Officials  
National Fiber to the Home Council  
National Exchange Carrier Association  
Pennsylvania Municipal Electric Association  
Michigan Downtown Association  
National Main Street America

## **PAST PROFESSIONAL ASSOCIATIONS AND BOARD MEMBERSHIPS**

International City Managers Association  
Michigan Local Government Management Association  
Oakland County Local Government Management Association  
Leadership Oakland County  
Rochester College Masters Business Administration Advisory Board  
American Public Power Association  
Pennsylvania Association of Municipal Managers  
Pennsylvania Municipal Electric Association, President  
Berks County Municipal Manager's Association  
Berks County Keystone Innovation Zone Board Member  
Kutztown Area Chamber of Commerce Board Member  
Leadership Lehigh Valley  
Communities that Care of the Slate Belt Board Member and Treasurer  
Lehigh Valley Cooperative Purchasing Council, President  
Lehigh Valley Municipal Manager's Association  
Comprehensive Plan Urban Committee, Lehigh Valley Planning Commission  
Slate Belt Summit Steering Committee  
Slate Belt Chamber of Commerce Community & Economic Development Committee

# Vettraino Consulting, LLC

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

## Client List:

### Executive Recruitment & Human Resources

Bloomfield Township Library\*  
City of Albion\*  
City of Charlotte\*  
City of Eastpointe\*  
City of Ferndale DDA\*  
City of Ferndale\*  
City of Hamtramck\*  
City of Jackson \*  
City of Lincoln Park\*  
City of Melvindale\*  
City of Rochester  
City of Rochester Hills\*  
City of Royal Oak\*  
City of South Lyon\*  
City of Troy\*  
County of Grand Traverse\*  
County of Kent\*  
County of Oakland\*  
Midland-Saginaw Water Authority\*  
Township of Oakland\*  
Tri-County Planning Commission\*  
Village of Oxford

### Operational & Financial Consulting

City of Charlotte^  
City of Dearborn  
City of Huntington Woods  
City of Northville^  
City of Rochester DDA  
City of Rochester Hills\*  
County of Benzie^  
County of Muskegon^  
County of Saginaw^  
Township of Oscoda  
Village of Romeo

## Project List:

### Positions - Executive Search & Recruitment

Chief Diversity, Equity, and Inclusion Officer  
Chief Executive Officer  
Chief of Staff  
City Attorney  
City Clerk  
City Manager  
County Administrator  
Director of Community and Economic Development  
Director of Human Resources  
Director of Management Information Systems  
Executive Director  
Field Service Manager  
Fire Chief  
General Manager  
Township Manager

### General Consulting

Classification and Compensation  
Community Visioning  
Construction Management  
Employee Coaching  
Employee Personnel Manual  
Employee Policy Review  
Farmers Market Study  
Goals and Objectives Meeting Facilitation  
Financial analysis and recommendations  
Interim City Manager  
Management Employee Development  
Operational & Financial Analysis and Recommendations  
Department Needs Assessment  
Org. Study of Department of Public Services  
Org. Study of Mayor's Office  
Org. Study of Dept. of Mgt. Information Systems  
Org. Study of Police Department  
Positional Responsibility Review  
Village-to-City Study  
Water and Sewer Rate Study

\* in partnership with GovHR USA

^ in partnership with Municipal Analytics