

City Council Regular Meeting

Monday, August 21, 2023

27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order** by Mayor Garrett
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**
5. **Presentations**
 - [A.](#) Proclamation Honoring Loretta Deloach
 - [B.](#) Oakland Community Health Network National Recovery Month
 - [C.](#) Oakland Community Health Network National Suicide Prevention Month
6. **Public Comment for Items on the Agenda** (speakers are limited to 3 minutes)
7. **Consent Agenda**

All items listed under "Consent Agenda" are considered to be routine and non-controversial by the City Council and will be approved by one motion. There will be no separate discussion. If a discussion is desired, that item(s) will be removed from the consent agenda and discussed separately immediately after consent agenda approval in its normal sequence on the regular agenda.

 - [A.](#) Approval of Minutes
 - City Council Study Session 07.17.23
 - City Council Regular Meeting 07.17.23
 - City Council Special Meeting 08.07.23
 - [B.](#) Police Department Monthly Reports
 - [C.](#) July 2023 Disbursement Report
 - [D.](#) July 2023 Building Department Report
8. **Action Requests - For Consideration / Approval**
 - [A.](#) Southfield/Lincoln Water Main Project

- B. Consider Hydrocore Proposal
- C. Oakland County Assessing Contract
- D. Adopt Zoning Text Amendments Food Trucks
- E. Adopt Text Amendments for Laundromat Facilities
- F. Reappoint Will Fobbs to Planning Commission
- G. Appoint a Representative for the Michigan Municipal League Annual Meeting

9. **City Administrator Report**
10. **City Attorney Report**
11. **Reports of Boards, Commissions, and Committees**
12. **Unfinished / New Business**
13. **Public Comment** (speakers are limited to 3 minutes)
14. **Mayor and Council Comments**
15. **Adjourn**

PROCLAMATION

Honoring Loretta Deloach

WHEREAS, Ms. Loretta Deloach, born August 22, 1933, was the third African American baby born at Highland Park General Hospital.

WHEREAS, Ms. Deloach started her career at Michigan Bell in 1953, where she was a dedicated employee and adored by coworkers; she retired from then AT& T in 1993.

WHEREAS, Ms. Deloach has been an active resident of Lathrup Village for 42 years, and believes this truly is the best place to live on earth.

WHEREAS, Ms. Deloach has been an active member of the Lathrup Village Women’s Club for 40 years, serving as President of the organization twice. And she also served on the Lathrup Village Parks and Recreation Advisory Board.

THEREFORE, let it be known that we recognize the deep commitment and service of Loretta Deloach and her love for this community, understanding full well that because of her, Lathrup Village is a better place to live and grow.

NOW, THEREFORE, BE IT PROCLAIMED that I MyKale (Kelly) Garrett, Mayor of the City of Lathrup Village, and on behalf of the City Council and the citizens of Lathrup Village, want to wish you a very happy 9+0 birthday and appreciate the wonderful work and enthusiasm for this community.

MyKale Garrett
Mayor, City of Lathrup Village

National Recovery Month – September 2023

- WHEREAS,** according to the Substance Abuse and Mental Health Services Administration (SAMHSA), in 2021, 16.5 percent of Americans (or 46.3 million people) 12 years or older, were classified as having a substance use disorder in the past year, including 29.5 million people who were classified as having an alcohol use disorder and 24 million people who were classified as having a drug use disorder; and
- WHEREAS,** according to the Centers for Disease Control and Prevention (CDC) over 105,000 overdose deaths occurred in the United States in 2022, a 2% decrease from 2021; and
- WHEREAS,** substance use recovery is important for individual well-being and vitality, as well as for families, friends, communities, and businesses; and
- WHEREAS,** OCHN continues to educate and raise awareness of the risks and potential harm associated with prescription drug misuse; and
- WHEREAS,** stigma and stereotypes associated with substance use disorders often keep people from seeking treatment that could improve their quality of life; and
- WHEREAS,** substance use disorders occur when the re-current use of alcohol and/or other drugs cause clinically or functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home; and
- WHEREAS,** substance use disorder recovery is a journey of healing and transformation, enabling people to live in a community of their choice while striving to achieve their full potential; and
- WHEREAS,** substance use disorder recovery, benefits individuals with substance use disorders by focusing on their abilities to live, work, learn, and fully participate and contribute to society and enriches the community culture; and

NOW, THEREFORE, BE IT RESOLVED that, Oakland Community Health Network hereby recognize September 2023 as National Recovery Month. OCHN calls upon individuals, government agencies, public and private institutions, businesses, faith-based organizations, and schools to re-commit our state to increasing awareness and understanding of substance use, and the need for appropriate and accessible services to promote recovery.

Inspire Hope • Empower People • Strengthen Communities

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National Suicide Prevention Month – September 2023

WHEREAS September is known as National Suicide Prevention Month and is intended to help raise awareness surrounding suicide prevention resources available in the community; and

WHEREAS World Suicide Prevention Day is observed each year on September 10; and

WHEREAS Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS; According to the Centers for Disease Control and Prevention (CDC), each year more than 48,000 people die by suicide; and

WHEREAS; Suicide is the second leading cause of death for people 10 to 34 years of age, the fourth leading cause among people 35 to 54 years of age, and the eighth leading cause among people 55 to 64 years of age; and

WHEREAS; Organizations like the National Alliance on Mental Illness (NAMI) and National Suicide Prevention Lifeline, 988 work to help individuals in crisis and provide resources to shed light on this highly stigmatized topic; and

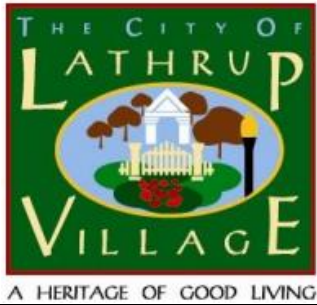
WHEREAS; every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS; Oakland Community Health Network (OCHN) is committed to being a Zero Suicide organization and cultivate a network of providers who are engaged in the Zero Suicide philosophy.

NOW, THEREFORE, BE IT RESOLVED that, Oakland Community Health Network hereby recognizes September 2023 as National Suicide Prevention Month. OCHN calls upon our individuals, government agencies, public and private institutions, businesses, faith-based organizations, and schools to recommit our state to increasing awareness and understanding of suicide prevention, and the need for appropriate and accessible services to assist individuals in crisis.

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City Council Study Session

Monday, July 17, 2023, 6:00 pm

27400 Southfield Road, Lathrup Village, Michigan 48076

Draft Meeting Minutes

1. **Call to Order** by Mayor Garrett
2. **Discussion Items**

A. Southfield/Lincoln Watermain

Giffels Webster opened bids for the water main project on Thursday, July 13, 2023. The lowest bid was Lawerance M. Clarke, for a total construction cost of \$151,550.00. The proposed contract will be presented to Council at the next regular meeting.

B. Labor Attorney Personnel Policy/Contract (Closed Session)

City Attorney Baker informed the Council closed session is only during an open meeting. Steve Schwartz, Labor Attorney, was in attendance to discuss the wording on the Police Chief's contract. The Michigan Supreme Court ruled that unless the contract states it's a lifetime benefit, the language can only last as long as the collected bargaining agreement.

The personnel policy aligns with Michigan State law regarding exempt and non-exempt employees. The Council has the right to change the policy. The employee has the right to whatever has been earned before the change date. An exempt employee is salaried and is eligible for comp/flex time. Non-exempt employees are eligible for overtime.

C. Michigan Municipal League City Administrator Search

Joyce Parker from Michigan Municipal League attended to discuss the City Administrator's search. The League offers a one-year guarantee for the employment service. Because the previous City Administrator was not in the position for one full year, Ms. Parker explained the service provided by the guarantee. The only expense will be for advertising.

Council discussed with Ms. Parker the specifics and qualifications for the Administrator position. The position will be posted on August 8, 2023, with a closing date of September 12, 2023.

3. Mayor and Council Comments

Mayor Garrett reminded Council to refrain from contacting staff on their personal cell phones.

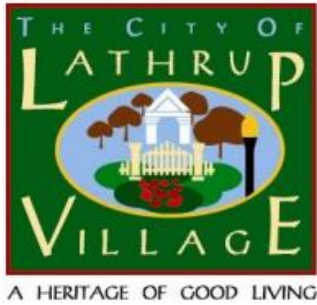
4. Public Comments

None

The City Attorney explained the Charter Amendment related to the upcoming election.

5. Adjourn

Meeting adjourned at 7:26 pm.



City Council Regular Meeting

Monday, July 17, 2023

27400 Southfield Road, Lathrup Village, Michigan 48076

Draft Meeting Minutes

1. **Call to Order** by Mayor Garrett

2. **Roll Call**

Present: Mayor Garrett, Mayor Pro Tem Kantor Councilmember Jennings, Councilmember Miller, Councilmember Kenez,

Also Present: Assistant City Administrator Pamela Bratschi, City Attorney Scott Baker, City Clerk Kelda London

3. **Pledge of Allegiance**

4. **Approval of Agenda**

Mayor Pro Tem Kantor moved to approve the agenda, motion seconded by Councilmember Jennings.

Yes: Jennings, Kantor, Kenez, Miller, Garrett

No: None

Motion carried

5. **Presentations**

A. Revize Brian Rohen

Brian Rohen from Revize Software presented the Council with a presentation related to updating the website, showcasing all of the new website features and those already utilized by Lathrup Village.

Brian will put together a proposal and submit it for the next meeting.

6. **Public Comment for Items on the Agenda** (speakers are limited to 3 minutes)

None

7. **Consent Agenda**

All items listed under "Consent Agenda" are considered to be routine and non-controversial by the City Council and will be approved by one motion. There will be no separate discussion. If a discussion is desired, that item(s) will be removed from the consent agenda and discussed separately immediately after consent agenda approval in its normal sequence on the regular agenda.

A. Approval of Minutes

Council Study Session 06.26.23

Regular City Council Meeting 06.26.23

Council Study Session 07.10.23

B. Police Department Monthly Reports

C. June Building Permit Report

D. June 2023 Disbursement Report

E. June Fire Department Report

Councilmember Miller moved to approve the consent agenda removing Item D. June Disbursement Report. Motion seconded by Councilmember Kenez.

Yes: Kantor, Kenez, Miller, Garrett, Jennings

No: None

Motion carried.

After questions and clarifications, Mayor Pro Tem Kantor moved to approve Item D, June 2023 Disbursement Report. Motion seconded by Councilmember Jennings.

Yes: Kenez, Garrett, Jennings, Kantor

No: Miller

Motion carried.

8. **Action Requests - For Consideration / Approval**

A. Employment Agreement Amendment for Scott McKee

Mayor Pro Tem Kantor motioned to pull the Employment Agreement Amendment for Scott McKee off the table. Motion seconded by Councilmember Jennings.

Yes: Miller, Garrett, Jennings, Kantor, Kenez
No: None
Motion carried.

Mayor Pro Tem Kantor moved to approve the retiree health insurance changes for Scott McKee. The motion seconded by Councilmember Jennings.

Yes: Garrett, Jennings, Kantor, Kenez, Miller
No: None
Motion carried.

C. Budget Amendment

Assistant Administrator Bratschi explained that the amendment reflects the correct budget that Council previously approved. The sidewalk improvements occurred before June 30, 2023, \$220,000 and was moved back to the 2022-2023 budget year.

Mayor Pro Tem Kantor moved to approve the \$220,000 budget amendment. Motion seconded by Councilmember Jennings.

Yes: Jennings, Kantor, Kenez, Garrett
No: Miller
Motion carried.

C. Charter Amendment

As a result of the changes in the state election laws, the official election certification will be moved back one week. This creates a conflict with the existing charter. This amendment shifts the dates of the Organizational Meeting and all Oaths of Office to be consistent with state law.

Councilmember Jennings moved to adopt the proposed ballot language for the charter amendment. Motion seconded by Mayor Pro Tem Kantor.

Yes: Kantor, Kenez, Garrett, Jennings
No: Miller
Motion carried.

D. Personnel Manual Amendment

A couple of points were changed in the current Personnel Manual, adding section 504. All employees must sign up for ADP and track their time with ADP. The Supervisor will approve all time before it can be accumulated and taken. These changes will be in effect on September 1, 2023.

Mayor Pro Tem moved to approve the Lathrup Village Employee Personnel Manual updates. Motion seconded by Councilmember Jennings.

Yes: Kenez, Miller, Garrett, Jennings, Kantor
No None
Motion carried.

9. City Administrator Report

Nothing to Report

10. City Attorney Report

Nothing to Report

11. Reports of Boards, Commissions, and Committees

Nothing to Report

12. Unfinished / New Business

Mayor Pro Tem Kantor requested an update on the water technology project and the SOCRWA meter on Eleven Mile Rd.

13. Public Comment (speakers are limited to 3 minutes)

Roger Lynn – Goldengate Park and tree grant
Lauren Beras – Asked Council to provide examples of projects or efforts they have initiated.
Laurie Kunz – Defending Councilmember Miller

14. Mayor and Council Comments

Councilmember Jennings is hosting a walk and talk to discuss residents' concerns on Tuesday, July 25th at 6:00 pm, starting from Municipal Park.

Mayor Pro Tem Kantor responded to a resident question about accomplishments- back billing for water bills.

Councilmember Miller requested an update on ditch work/flooding at 26215 Lathrup Blvd. Mayor Pro Tem Kantor stated that it is an upstream ditch that works as it was engineered. Councilmember Miller also addressed the question asked in Public Comments, saying that she did force the City to address the two million dollar water loss.

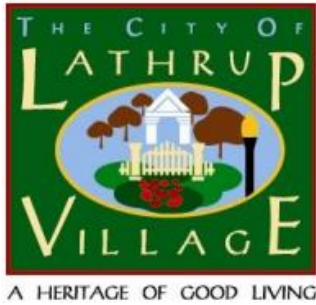
SOCRRA is extending hours of operations to make appointments for the drop-off of recycled items.

City Attorney offered a follow-up on a previous discussion item; the State of Michigan sold the property adjacent to Goldengate Park on March 6, 2006.

Mayor Garrett, in response to the question asked in Public Comment, was on vacation making sure that the power was restored after a storm by reaching out to contacts at DTE.

15. Adjourn

Mayor Pro Tem Kantor moved to adjourn the meeting, seconded by Councilmember Jennings. The meeting adjourned at 8:42 pm.



City Council Special Meeting

Monday, August 07, 2023, 6:00 pm

27400 Southfield Road, Lathrup Village, Michigan 48076

Draft Meeting Minutes

1. **Call to Order** by Mayor Garrett at 6:00 pm

2. **Roll Call**

Present: Mayor Garrett, Mayor Pro Tem Kantor Councilmember Jennings, Councilmember Miller, Councilmember Kenez,

Also Present: Assistant City Administrator Pamela Bratschi, City Attorney Scott Baker, City Clerk Kelda London

Motion by Councilmember Jennings, seconded by Councilmember Miller.

Yes: Kenez, Miller, Kantor

No: None

Motion carried.

3. **Pledge of Allegiance**

4. **Approval of Agenda**

Councilmember Jennings arrived.

Councilmember Kenez moved to approve the agenda, motion seconded by Councilmember Jennings.

Councilmember Kenez corrected Agenda Item 7. C should read Red Wood not Red River.

Yes: Miller, Kantor, Kenez

No: None

Motion carried.

5. **Public Comments for Items on the Agenda** (Speakers are limited to 3 minutes)

None

Mayor Garrett introduced the two new employees.

Martha Bobcean – Water Billing/Accounts Payable Clerk
Rob Harris – Code Enforcement

6. Action Requests - For Consideration / Approval

A. City Administrator Search

Council was presented with the Employment Opportunity Search Document created by Michigan Municipal League. The document, if approved, will be posted by the MML (Tuesday, August 8th)

Mayor Pro Tem Kantor moved to accept the Employment Opportunity Guidelines presented by Michigan Municipal League for the City Administrator position. Councilmember Kenez seconded the motion.

Yes: Jennings, Kantor, Garrett
No: Kenez, Miller
Motion carried.

B. Appoint Street Administrator

Council will need to replace the previous Street Administrator to move forward with actions and reports due September 30, 2023.

Councilmember Jennings moved to adopt the attached resolution to designate Susan Stec as the Street Administrator for the City of Lathrup Village. Motion seconded by Mayor Pro Tem Kantor.

Yes: Kantor, Kenez, Miller, Garrett, Jennings
No: None
Motion carried.

7. Discussion Items

A. City of Lathrup Village 2023 Water Reliability Study

Scott Ringer of Giffels explained the 2023 Draft Water Reliability study, which is required by EGLE every five years and is also part of the Michigan safe drinking water act

. Mr. Ringler presented the Council with several scenarios for water main replacement to improve water flow and reliability.

Miller expressed significant concern with the project outcome.

B. Goldengate Park

Councilmember Miller informed the Council that the two parcels formally owned by the State of Michigan that are connected to Goldengate Park are for sale. She contacted the owner of those parcels to discuss buying the property. The current list price is \$39,000 each. Attorney Baker recommended that the Council consider a closed session for further discussion. Council directed Interim Administrator to contact the property owner to see if they would donate the property.

C. Red River Ave/Sarackwood Park

Councilmember Kenez is concerned with the standing water on Red River near Sarackwood Park and inquired if there is a solution.

Scott Ringler of Giffels Webster will work with the Department of Public Works to regrade the road to direct the water into the park towards the ditch.

D. Interim Administrator Increase

The Council proposed a \$ 5,000-a-month increase for Assistant Administrator.

Mayor Pro Tem Kantor moved to appoint Pamela Bratschi as Interim City Administrator with an accompanying \$2,500 increase per pay period. Councilmember Jennings seconded the motion.

Yes: Garrett, Jennings, Kantor

No: Miller

Motion carried.

E. Councilmember Miller's Disbursement Report Questions

At the July Regular Council Meeting, Councilmember Miller asked for clarification on some monthly disbursements. She requested payments for the contracted maintenance employee payments and the monthly credit card statement.

Interim Administrator Bratschi provided information and answered questions related to the matter.

8. **Public Comment**

Roger Lynn – Annie Lathrup School condition.

Perry McNeal – Water main and soil compaction

Laurie Kunz – Defending Councilmember Miller. And hawk signals

9. Mayor and Council Comments

Councilmember Miller thanked Mr. McNeal for his comments related to the soil compaction.

Mayor Pro Tem Kantor reminded residents about the fundraiser for the park grant. This is a \$20,000 fundraising effort to match grant funds awarded for Municipal Park. Addressed Mrs. Kunz's comments stated that Council makes all decisions as a body.

Councilmember Kenez expressed concern that the young men working in the Boy Z to Men project were not properly equipped to do some of the jobs that they have been tasked to do.

10. Adjourn

Councilmember Jennings moved to adjourn, the motion seconded by Mayor Pro Tem Kantor. Meeting adjourned 7:54 pm

2023 RUN TOTALS

OFFICERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
SGT. TACKETT	0	0	106	97	105	134	147						589
ROBERTS	147	133	155	131	99	14	122						801
McNEILL	221	298	284	325	287	310	289						2014
HUSTON	0	0	0	0	0	0	0						0
HUTSON	268	255	226	251	266	231	212						1709
GIJSBERS	139	174	140	193	160	112	132						1050
CHICKENSKY	134	155	171	170	196	158	187						1171
FISHER	238	101	296	281	285	231	146						1578
STAJICH	164	211	223	259	226	216	228						1527
LAWRENCE	80	91	29	105	68	81	72						526
BUTTON	45	38	23	35	48	14	46						249
													11214

City of Lathrup Village Police Department - Monthly Activity Summary

July 2023

07/03/2023 23-9579 Intimidation

An Officer was called to the station to take an intimidation report. It was determined a citizen had called a local bank for a service question. After the call was ended, the citizen was contacted personally via telephone by the person who was working as the customer service representative. The citizen felt very uncomfortable and a report was written for documentation purposes.

07/05/2023 23-9657 Lost Handgun

An Officer was called to the station to take a lost property report. It was determined a resident had a mental health episode approximately a year ago. To be safe, the resident hid her handgun somewhere within her home. The resident has looked all over the house for the handgun and can't locate it.

07/05/2023 23-9660 Found Property

An Officer was called to the station to take a found property report. It was determined that a citizen located a wallet on the ground. The citizen turned the wallet over to the police officer. The owner of the wallet was located and responded to the police station to retrieve his wallet.

07/05/2023 23-9672 Missing Package

An Officer was called to the station to take a missing package report. It was determined that a resident ordered a package online and it was never delivered to her home. The report was for investigative purposes for the online company.

07/05/2023 23-9673 Unregistered Alarm

An Officer responded to a resident's home regarding an unregistered alarm. It was determined the resident was advised previously to register his alarm and failed to do so. The Officer issued the resident an ordinance violation.

07/06/2023 23-9709 Suspicious Circumstances

An Officer was called to the police station to take a suspicious circumstances report. It was determined that the resident received a letter from the State of Michigan Unemployment Agency that he had overdrawn his unemployment benefits by \$15,000. The resident claims he never received unemployment from the State of Michigan, but did from a private company.

07/06/2023 23-9721 Hit and Run Accident

An Officer responded to a local bank regarding a hit and run accident. It was determined that a Wixom resident struck the victims vehicle and left the scene without identifying themselves. The hit and run driver has been identified and the investigation is ongoing.

07/09/2023 23-9847 Found Property

An Officer was dispatched to the police station to meet a citizen who had found a cell phone. The Officer was able to determine the ownership of the cell phone. The phone was returned to the rightful owner.

07/10/2023 23-9907 Animal Bite

A resident came to the police station to report an animal bite. While on her front yard, a neighbor's dog ran into the resident's yard and bit her Yorkshire Terrier on the back. The Yorkshire Terrier was treated for the bite and a report was generated. The investigation was completed and the aggressive dog is being rehomed.

07/11/2023 23-9950 Felony Warrant Arrest

An Officer stopped a vehicle for an equipment violation. It was determined the driver had a suspended license and a felony warrant for assault out of Detroit. The Officer arrested the subject and transported him to Berkley Police for processing. The subject was issued a violation for DWLS and is being held for Detroit Police Department.

07/11/2023 23-9954 Assist Citizen – Medical Issue

Officers were dispatched to a residence in reference to a landscaping worker passed out on his riding lawnmower. It was determined that the subject was unconscious and passed out while cutting the grass of one of his customers. Southfield Life Support took the man to Providence Hospital and the landscaping vehicle and trailer were impounded for safe keeping.

07/11/2023 23-9970 Death Investigation

Officers were dispatched to a residence regarding a 37-year-old female found unconscious and not breathing. It was determined that the female passed away several hours prior to police/medical notification. The 37-year-old had passed away from preexisting medical conditions. There were no signs of foul play. The deceased was released to the family/funeral home.

07/12/2023 23-10005 Vehicle Lockout

An Officer was dispatched to a residence regarding a vehicle locked with the keys in the vehicle. The Officer gained access to the vehicle without causing damage.

07/13/2023 23-10056 Adult Protective Services

An Officer was assigned an Adult Protective Services case to locate a resident who may be in danger (as reported). The Officer investigated the complaint and determined that the individual is living in Ecorse, was checked on my Ecorse Police, and is in no danger or need of intervention. Adult Protective Services was advised of the findings.

07/13/2023 23-10091 Animal Bite

An Officer was dispatched to a residence regarding an animal bite. It was determined that the victim was walking their dog and a fellow neighbor's dog escaped the yard and attacked the victim's dog. A police report was written and the victim and neighbor are going to work out civilly the vet bills.

07/14/2023 23-10095 Driving While License Suspended

An Officer stopped a vehicle for a prohibited turn. It was determined the driver has a suspended drivers license. The driver was issued a violation for Driving While License Suspended. The vehicle was not towed due to the small children in the vehicle.

07/17/2023 23-10205 Fraud

An Officer was dispatched to the police station to speak to a resident regarding a fraud. It was determined that a contractor took a \$2,700 deposit to complete work on the resident's home. The homeowner cancelled the service and the contractor issued a refund check that returned account closed. The Detective Bureau is investigating.

07/17/2023 23-10211 Identity Theft

An Officer was dispatched to the police station to speak to a resident regarding an identity theft. It was determined that the resident was recently notified by the IRS that the resident had not claimed on his taxes over \$10,000 in unemployment benefits he received from Pennsylvania Unemployment Agency. The resident did not collect Unemployment Benefits. A report was written and the Federal Trade Commission will be investigating.

07/17/2023 23-10214 Found Property

An Officer was dispatched to the police department in reference to found property. It was determined that a gold colored bracelet was found in the City Hall parking lot. The bracelet was tagged and placed into evidence.

07/18/2023 23-10232 Recovered Stolen Vehicle

An Officer was dispatched to an intersection regarding a suspicious vehicle. It was determined the vehicle was running, unoccupied, and the dashboard was taken apart; freshly stolen vehicle. The vehicle was impounded and the case is being investigated by the Detective Bureau.

07/19/2023 23-10279 Found Property

A resident came into the Police Station to report a found gym bag left by the side of the road. It was determined that an unknown person left the gym bag by the side of the road and there were no items of value or items to identify the owner. The gym bag was placed into the property room.

07/19/2023 23-10292 Fleeing & Eluding Officer/Stolen Vehicle

An Officer while on patrol observed a stolen vehicle. The Officer attempted to stop the vehicle and the stolen vehicle fled the Officer. Southfield Police utilized a pursuit intervention technique that disabled the vehicle. The suspect/driver fled on foot and was apprehended by a Lathrup Village Officer. The suspect was arrested and charged.

07/19/2023 23-10305 Driving While License Suspended

An Officer was dispatched to an accident. It was determined that one of the drivers involved in the accident has a suspended license. The driver was issued a violation for Fail to Stop in Assured Clear Distance and DWLS. The vehicle was impounded.

07/21/2023 23-10414 Carrying a Concealed Weapon

An Officer stopped a vehicle for tinted windows. During the traffic stop it was discovered there were vehicle registration issues. A search of the vehicle resulted in finding a 9mm pistol. The driver does not have a concealed pistol license. The driver was issued a registration violation and the firearm was taken as evidence pending the issuance of a warrant. The vehicle was impounded.

07/22/2023 23-10441 Driving While License Suspended

An Officer stopped a vehicle for an equipment violation. During the traffic stop it was discovered the driver had a suspended driver license. The driver was issued a violation for DWLS and the equipment violation. The vehicle was turned over to the registered owner.

07/22/2023 23-10446 Death Investigation

An Officer was dispatched to a residence to assist the Fire Department with a medical run. It was determined that the resident had fell while using the rest room and passed away. There were no signs of foul play and the resident had previous heart condition. The Oakland County Medical Examiner released the resident to a local funeral home.

07/22/2023 23-10455 Breaking and Entering

Officers responded to a business regarding an alarm. It was determined that unknown persons broke the window and attempted to make entry into the business; setting off the alarm. The unknown subject fled the location prior to police arrival.

07/24/2023 23-10532 Suspicious Circumstances

An Officer was dispatched to City Hall in reference to a suspicious circumstance. It was determined a female called City Hall and left a voicemail. Within the voicemail, the female said "please don't hit me, help". The Officer located the residence of the caller and notified Detroit Police Department because the home of the female is in Detroit.

07/25/2023 23-10592 Family Trouble

Officers were dispatched to a residence regarding a family trouble. It was determined there was no assault and the situation was verbally deescalated.

07/25/2023 23-10609 Computer Used for Harassment

An Officer was dispatched to a residence regarding a threat's complaint. It was determined that an employee dispute that occurred in Detroit continued onto Facebook. One Employee was threatening to harm the resident because the resident reported an assaultive situation at work. The case is currently being investigated by the Detective Bureau.

07/25/2023 23-10625 Warrant Arrest

An Officer was dispatched to Wayne County Jail in reference to a subject who had a Lathrup Village misdemeanor warrant. The Officer took custody of the individual, transported the subject for processing, and lodged the individual pending 46th District Court adjudication.

07/26/2023 23-10681 Driving While Licensed Suspended

An Officer stopped a vehicle for expired plates. During the traffic stop it was discovered the driver had a suspended driver license. The driver was issued a violation for DWLS, expired plates, and no proof of insurance. The vehicle was not impounded due to a small child in the vehicle.

07/29/2023 23-10837 Felony Warrant Arrest

An Officer ran a vehicle registration plate that revealed the registered owner had a felony warrant for larceny out of Southfield PD and an Aggravated Assault out of Romulus. The vehicle was stopped, the wanted individual was identified inside the vehicle, and the subject was placed under arrest. The subject was taken to Southfield PD and turned over to them.

07/30/2023 23-10870 Driving While License Suspended

An Officer stopped a vehicle for expired plates. During the traffic stop it was discovered the driver had a suspended driver license and a small child in the backseat was not properly seat belted. The driver was issued a violation for DWLS and child restraint violation. The vehicle was not impounded due to the small child in the vehicle.

07/30/2023 23-10879 Driving While License Suspended

An Officer stopped a vehicle for disobeying a stop sign. During the traffic stop it was discovered the driver had a suspended driver license. The driver was issued a violation for DWLS and a warning for disobey stop sign. The vehicle was turned over to a licensed passenger.

07/30/2023 23-10887 Driving While License Suspended

An Officer stopped a vehicle for failing to signal a lane change. During the traffic stop it was discovered the driver had a suspended driver license. The driver was issued a violation for DWLS and a warning for failing to signal lane change. The vehicle was not impounded due to extenuating circumstances.

07/30/2023 23-10892 Driving While License Suspended

An Officer stopped a vehicle for a prohibited turn. During the traffic stop it was discovered the driver had a suspended driver license. The driver was issued a violation for DWLS and prohibited turn. The vehicle was turned over to a licensed passenger.

07/31/2023 23-10923 Neighbor Trouble

An Officer responded to a residence regarding a neighbor trouble. It was determined there was an ongoing property line dispute that has a November 2023 court date. The issue was civil and no enforcement action was taken.

07/31/2023 23-10926 Neighbor Trouble

An Officer responded to a residence regarding a neighbor trouble for a second time. It was determined there was an ongoing property line dispute that has a November 2023 court date. The issue was civil and no enforcement action was taken.

07/31/2023 23-10934 Customer Trouble

An Officer was dispatched to the police station regarding a customer issue. It was determined that the customer had an issue with their order at a local business. The customer alleges that an employee of the business threatened them for making a complaint. The case is currently being investigated.

JULY 2023 WARNING VIOLATIONS

Item 7B.

ROW	CITATION	CITATION DATE	OFF_CITY_NM	ST	VIOLATION_ON	VIOLATION_NEAR	VIOLS_DESC	OFFICER
1	23LV01417	7/9/2023	WEST BLOOMFIELD	MI	SOUTHFIELD	GOLDENGATE	DISOBEY TRAFFIC CONTROL DEVICE	HUT
2	23LV01465	7/16/2023	DETROIT	MI	12 MILE	SOUTHFIELD	DISOBEY TRAFFIC CONTROL DEVICE	BUT
3	23LV01478	7/18/2023	LANSING	MI	11 MILE	SOUTHFIELD	DISOBEY TRAFFIC CONTROL DEVICE	FIS
4	23LV01479	7/19/2023	BERKLEY	MI	11 MILE	SOUTHFIELD	IMPROPER TURN	ROB
5	23LV01500	7/23/2023	WESTLAND	MI	SOUTHFIELD	LINCOLN	DISOBEY TRAFFIC CONTROL DEVICE	HUT
6	23LV01506	7/24/2023	TROY	MI	SOUTHFIELD	11 MILE	PROHIBITED TURN	HUT
7	23LV01514	7/25/2023	SOUTHFIELD	MI	RAINBOW	ELDORADO	DISOBEY STOP SIGN	ROB
8	23LV01520	7/26/2023	HAMTRAMCK	MI	SOUTHFIELD	11 MILE	NO INSURANCE	GIJ
9	23LV01535	7/28/2023	REDFORD	MI	SOUTHFIELD	11 MILE	USE OF HANDHELD CELLULAR DEVICE	HUT
10	23LV01543	7/30/2023	HIGHLAND PARK	MI	SOUTHFIELD	11 MILE	DISOBEY TRAFFIC CONTROL DEVICE	HUT
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

DATE	EVENT	WHO PARTICIPATED	ACTIONS
7/5/2023	Senior George Rasmussen bbq for PD as a thank you	department	lunch
7/8/2023	2023 Danger Zone	Officer Stajich	training
7/8/2023	2023 Common Threats	Officer Stajich	training
7/10/2023	Accreditation meeting Birmingham PD	Zang	update meeting
7/11/2023	property room audit	Zang/Tackett	audit
7/12/2023	defense tactics training	department	department training
7/13/2023	CLEMIS advisory meeting	McKee	monthly meeting
7/13/2023	Membership and security meeting	McKee	monthly meeting
7/13/2023	Michigan First Credit Union building security meeting	Zang	security meeting
7/18/2023	Southfield domestic violence response meeting	Zang	monthly meeting
7/25/2023	LEIN TAC	Zang	training update
7/1-7/30	Bloodborne Pathogens	department	department training
7/1-7/30	Legal 3	department	department training
7/1-7/30	Defensive Tactics 2	department	department training
7/1-7/30	Defensive Driving Basics	department	department training
7/1-7/30	Use of Force Situations	department	department training
7/1-7/30	Defensive Tactics 1	department	department training
7/1-7/30	Use of Force	department	department training
7/1-7/30	De-Escalation and Reasonable Use of Force	department	department training
7/1-7/30	Legal 2	department	department training
7/1-7/30	Legal 1	department	department training
7/1-7/30	Bloodborne Pathogens for First Responders	department	department training
7/1-7/30	Airborne and Bloodborne Pathogens	department	department training
7/1-7/30	De-Escalation and Minimizing Use of Force	department	department training
7/1-7/30	Ethics in Law Enforcement	department	department training
7/1-7/30	Cultural Awareness & Diversity Overview	department	department training
7/26/2023	BLS (CPR/AED) BBP, F/A	Officer Roberts	training update
7/26/2023	Michigan First Credit Union fire drill	Zang	training
7/27/2023	Cop-ing 201	Officer Hutson	training
weekly	Mrs. Blair	Hutson/Stajich	check on adopt a senior member
weekly	Mrs. Bloom	Gijsbers	check on adopt a senior member

weekly	Mr. Davis	Hutson	check on adopt a senior member
weekly	Mrs. McReynolds	Gijsbers	check on adopt a senior member
weekly	Mrs. Egan	Knoll	Mrs. Egan gets weekly phone calls, she needs assistance with getting her trash wheeled out.
weekly	Mrs. Brady	McNeill	check on adopt a senior member
weekly	Mrs. Rasmussen	Knoll	Mrs. Rasmussen gets a weekly phone call to check on her.

ALARM SUMMARY FOR JULY 2023

2	burglar alarms	(C3902)	(July 1 – July 31)
16	false alarms	(L5060)	(July 1 – July 31)

All alarms were considered false or operator error

of these alarms were un-registered
0 commercial
4 residential

Letters will be sent to all unregistered alarms requesting they register their alarms.

2023 TICKET TOTALS

OFFICERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
SGT. TACKETT	0	0	14	49	36	45	26						170
Tackett warnings	0	0	0	16	9	7	1						
ROBERTS	15	8	17	7	4	1	10						62
Roberts warnings	7	3	6	0	1	0	3						
McNEILL	39	48	61	56	55	52	37						348
McNeill warnings	5	7	6	7	10	13	4						
HUSTON	0	0	0	0	0	0	0						0
Huston warnings	0	0	0	0	0	0	0						
HUTSON	45	40	53	38	49	25	25						275
Hutson warnings	13	10	14	7	8	6	9						
GIJSBERS	33	25	32	43	37	9	18						197
Gijsbers warnings	4	6	7	8	10	0	4						
CHICKENSKY	27	42	42	41	46	36	34						268
Chickensky warnings	0	0	0	1	0	0	0						
FISHER	60	19	44	55	46	26	20						270
Fisher warnings	16	5	8	11	4	3	6						
STAJICH	14	26	25	31	29	29	22						176
Stajich warnings	0	1	0	0	0	0	0						
LAWRENCE	12	19	7	21	19	8	2						88
Lawrence warnings	0	0	0	0	0	0	0						
BUTTON	1	5	3	5	12	3	3						32
Button warnings	0	2	3	4	7	2	1						
													1886

Memorandum

To: Mayor and City Council
From: Pamela Bratschi, Interim City Administrator/Treasurer
Date: August 16, 2023
Re: Monthly Approval of Disbursements

Attached are reports for the Cities Monthly Disbursements for the Month of July 2023.

MOTION:

To approve the Monthly Disbursements for the month of July 2023 as:

JULY DISBURSEMENTS W/ SALARY INCLUDED			
FUND 101	GENERAL FUND	\$	666,401.71
FUND 202	MAJOR ROADS	\$	357,457.57
FUND 203	LOCAL ROADS	\$	357,457.56
FUND 258	CAPITAL FUND	\$	-
FUND 397	ROAD MILLAGE FUND	\$	-
FUND 494	DOWNTOWN DEV. AUTH	\$	22,030.92
FUND 592	WATER & SEW	\$	221,296.30
TOTAL DISBURSEMENTS		\$	1,624,644.06

CITY OF LATHRUP VILLAGE
Disbursement Report

Item 7C.

Period covered 7/1/2023-7/15/2023

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$29,693.51	Bobcean, Bratschi,Dodd, London, Miller,
DDA	\$5,247.80	Stec, Dorsey
Bldg Mnt	\$0.00	

Police	\$43,228.76	Button, Carmack, Chickensky, Fisher, Gijbers, Huston, Hutson, Knoll, Lawrence, McKee Roberts, Stajich, Tackett, Zang
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DPS	\$0.00	
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Water	\$0.00	
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Recreation	\$0.00	
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Total Gross \$78,170.07

Deductions \$26,119.82

Net Payroll \$52,050.25

* Fund Totals Include Gross Payroll

General Fund	\$72,922.27
Major Road Fund	\$0.00
Local Road Fund	\$0.00
Capital Acquisition Fund	\$0.00
Road Bond	\$0.00
Downtown Development Authority	\$5,247.80
Water & Sewer Fund	\$0.00
Total	\$78,170.07

CITY OF LATHRUP VILLAGE
Disbursement Report

Item 7C.

Period covered 7/1/2023-7/15/2023

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$25,574.49	Bobcean, Bratschi, Dodd, London, Miller,
DDA	\$7,937.80	Stec, Dorsey
Bldg Mnt	\$0.00	
Police	\$39,609.69	Button, Carmack, Chickensky, Fisher, Gijsbers, Huston, Hutson, Knoll, Lawrence, McKee Roberts, Stajich, Tackett, Zang
DPS	\$0.00	
Water	\$0.00	
Recreation	\$0.00	

Total Gross \$73,121.98

Deductions \$24,140.85

Net Payroll \$48,981.13

* Fund Totals Include Gross Payroll

General Fund	\$593,479.44
Major Road Fund	\$357,457.57
Local Road Fund	\$357,457.56
Capital Acquisition Fund	\$0.00
Road Bond	\$0.00
Downtown Development Authority	\$16,783.12
Water & Sewer Fund	\$221,296.30
Total	\$1,546,473.99

ser: PAM 3: Lathrup	L Number	GL Desc	Vendor	Invoice Description	Amount	Check #
	and 101 GENERAL FUND					
	spt 000.000					
	01-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	AFLAC	INSURANCE	805.28	47909
	01-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	POLICE & FIREMEN'S INS.	POLICE	56.34	47945
	01-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	AFLAC	AFLAC INSURANCE	805.28	47960
	01-000.000-243.002	ENGINEERING DEPOSIT - CMS	GIFFELS-WEBSTER ENG INC	GLENWOOD CMS	125.00	47956
	01-000.000-243.002	ENGINEERING DEPOSIT - CMS	GIFFELS-WEBSTER ENG INC	SAN JOSE CMS	857.50	47956
	01-000.000-243.002	ENGINEERING DEPOSIT - CMS	GIFFELS-WEBSTER ENG INC	RED RIVER CMS	155.00	47956
	01-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	ALONA DONERSON	EVENT REFUND	300.00	47910
	01-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	CHERIE WILLIAMSON	DEPOSIT REFUND-COMM ROOM	100.00	47918
	01-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	ROSALIND CASTELOW	EVENT DEPOSIT REFUND	100.00	47948
	01-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	CHASE MCLAUGHLIN	COMMUNITY OOM	300.00	47977
	01-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	FREDDIE JENNINGS	EVENT DEPOST REFUND	300.00	47986
	01-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	RENA LAWRENCE	PARK REIM DEP REFUND	100.00	48006
	01-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	TIFFANIE CHILDS	COMM ROOM DEPOSIT REFUND	300.00	48011
	01-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	ALICE ALEXANDER	EVENT DEPOSIT REFUND	100.00	47961
	01-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	JESSICA BARNES	EVENT DEPOSIT REFUND	100.00	47989
	01-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	REBECCA KRANZGER	EVENT DEPOSIT REFUND	100.00	48005
	01-000.000-246.000	POLICE UNION DUES	POLICE OFFICERS ASSOC.	POLICE UNION DUES	531.38	47946
	01-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	MISSIONSQUARE - 300179	ICMA	3,932.47	47940
	01-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	MISSIONSQUARE - 300179	ICMA DEF COMP457	4,941.04	47998
			Total For Dept 000.000		14,009.29	
	spt 100.000 GOVERNMENT SERVICES					
	01-100.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	AMAZON PURCHASES	469.69	47964
	01-100.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	AMAZON PURCHASES	56.74	47965
	01-100.000-804.000	BUILDING TRADE INSPECTION	MCKENNA & ASSOC.	INSPECTION SERVICES	2,106.25	47936
	01-100.000-804.000	BUILDING TRADE INSPECTION	MCKENNA & ASSOC.	INSPECTION SERVICES	2,861.30	47936
	01-100.000-805.000	CABLE TELEVISION	COMCAST	INTERNET	125.19	47924
	01-100.000-805.000	CABLE TELEVISION	C V STUDIOS	LVTV SERVICES	4,257.00	47975
	01-100.000-805.000	CABLE TELEVISION	C V STUDIOS	LVTV SERVICES	4,390.00	47976
	01-100.000-808.000	COMMUNITY CENTER EXPENDITURE	CLIFTON GRANT	RENTAL/ADDITIONAL WORK	1,525.00	47979
	01-100.000-832.000	CITIZEN COMMUNICATION/PR	US POSTAL SERVICE	POSTAGE FOR JULY BILLING CYCLE	800.00	2994
	01-100.000-848.000	GOVERNMENT OPERATIONS	KD CEMENT INC	RESTORATION	1,936.50	47933
	01-100.000-848.001	TECHNOLOGY	VC3 INC	TECHNOLOGY	265.50	47951
	01-100.000-848.001	TECHNOLOGY	BS & A SOFTWARE	BS&A SERVICES	1,488.00	47974
	01-100.000-848.001	TECHNOLOGY	HART INTERCIVIC	SERVICE/MAIN RENEWAL	3,348.00	47987
	01-100.000-848.001	TECHNOLOGY	POINT & PAY	MONTHLY SERVICE FEE	50.00	48003
	01-100.000-850.000	TELEPHONE EXPENDITURES	COMCAST	INTERNET	124.24	47924
	01-100.000-850.000	TELEPHONE EXPENDITURES	INTERMEDIA.NET INC	UTILITY	332.59	47930
	01-100.000-850.000	TELEPHONE EXPENDITURES	VERIZON WIRELESS	CELLULAR CHARGES	190.84	48015
	01-100.000-900.000	PRINTING/PUBLICATION COSTS	PURCHASE POWER	PRINTING	12.45	48004
			Total For Dept 100.000 GOVERNMENT SERVICES		24,339.29	
	spt 101.000 ADMINISTRATION					
	01-101.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803046	HEALTH SAVINGS	197.60	47941
	01-101.000-703.000	EMPLOYEE TAXES & BENEFITS	ASCENSION MICHIGAN EMPLO	NEW EMPLOYEE EXAM	116.00	47967
	01-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	3,325.39	47969
	01-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	352.32	47970
	01-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS BLUE SHIELD	HEALTH CARE	423.54	47971
	01-101.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803046	HEALTH SAVINGS RHS PLAN	207.16	47999
	01-101.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	INSURANCE	129.30	48010
	01-101.000-717.000	CODE ENFORCEMENT LEGAL	BAKER & BLOWSKY, PLLC	LEGAL SERVICES	1,560.00	47968
	01-101.000-722.000	LEGAL SERVICES	BAKER & BLOWSKY, PLLC	LEGAL SERVICES	4,482.50	47968

GL Desc	Vendor	Invoice Description	Amount	Check #
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and 101 GENERAL FUND				
ept 101.000 ADMINISTRATION				
Total For Dept 101.000 ADMINISTRATION				
10,793.81				
3pt 201.000 BUILDING & GROUNDS	AFLAC	INSURANCE	138.72	47909
31-201.000-702.000	CLIFTON GRANT	CUSTODIAL SVS	17.06	47922
31-201.000-702.000	MICHIGAN ST. DISBURSEMEN	SPOUSE SUPPORT	601.75	47939
31-201.000-702.000	AFLAC	AFLAC INSURANCE	138.72	47960
31-201.000-702.000	CLIFTON GRANT	CUSTODIAL SERVICES 7.16-7.31.2023	517.06	47980
31-201.000-702.000	MICHIGAN ST. DISBURSEMEN	SPOUSAL SUPPORT	601.75	47997
31-201.000-920.000	DTE	UTILITY	3.81	47926
31-201.000-920.000	DTE	UTILITY	5.14	47926
31-201.000-920.000	DTE	UTILITY	109.02	47926
31-201.000-920.000	DTE	UTILITY	2,935.19	47926
31-201.000-920.000	CONSUMERS ENERGY	CONSUMERS POWER	159.06	47982
31-201.000-930.000	CLS CONTINENTAL LINEN SE	LINEN	45.36	47923
31-201.000-930.000	DENNY'S HEATING, COOLING	REPAIRS	311.50	47925
31-201.000-930.000	DENNY'S HEATING, COOLING	MAINTENANCE	720.30	47925
31-201.000-930.000	IMPERIALDADE	SUPPLIES	141.69	47929
31-201.000-930.000	IMPERIALDADE	SUPPLIES	45.04	47929
31-201.000-930.000	J.C. EHRlich CO. INC	MAINT	112.89	47932
31-201.000-930.000	KONE INC.	MAINT	238.65	47934
31-201.000-930.000	DENNY'S HEATING, COOLING	VI BLDG AUTOMATION INSTALL	6,500.00	47983
31-201.000-930.000	MISTER MAT RENTAL SERVIC	MAT RENTAL	175.40	48001
Total For Dept 201.000 BUILDING & GROUNDS				
13,518.11				

3pt 301.000 PUBLIC SAFETY	BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	13,161.23	47914
31-301.000-703.000	BRIAN AVEDISIAN	HEALTH INSUR	494.70	47916
31-301.000-703.000	MISSIONSQUARE - 803046	HEALTH SAVINGS	41.95	47941
31-301.000-703.000	MISSIONSQUARE - 803061	HEALTH SAVINGS	817.57	47942
31-301.000-703.000	BLUE CARE NETWORK	HEALTH INSURANCE	1,689.52	47969
31-301.000-703.000	BLUE CARE NETWORK	HEALTH INSURANCE	352.32	47970
31-301.000-703.000	BLUE CROSS BLUE SHIELD	HEALTH CARE	2,117.70	47971
31-301.000-703.000	MISSIONSQUARE - 803046	HEALTH SAVINGS RHS PLAN	47.19	47999
31-301.000-703.000	MISSIONSQUARE - 803061	HEALTH SAVINGS RHS PLAN	817.57	48000
31-301.000-703.000	STANDARD INSURANCE COMPA	INSURANCE	322.64	48010
31-301.000-710.000	MICHIGAN MUNICIPAL LEAGU	UNEMPLOYMENT FUND	5.26	47959
31-301.000-726.000	AMAZON CAPITAL SERVICES	AMAZON PURCHASES	240.17	47911
31-301.000-726.000	CARDMEMBER SERVICE	FLAGSTAR-SCOTT MCKEE	19.99	47917
31-301.000-726.000	AMAZON CAPITAL SERVICES	OFFICE SUPPLY/CLEANING MATERIALS	55.23	47962
31-301.000-726.000	AMAZON CAPITAL SERVICES	AMAZON PURCHASES	47.08	47963
31-301.000-728.000	AMAZON CAPITAL SERVICES	AMAZON CARD STATEMENT	326.99	47911
31-301.000-728.000	KENT COUNTY DEPARTMENT	EVIDENCE BURN	90.00	47992
31-301.000-729.000	XEROX CORPORATION	COPY CHG	80.16	47953
31-301.000-803.000	INTERNATIONAL ASSOC. OF	8.01.23-7.31.2024 SUBSCRIBER	525.00	47931
31-301.000-822.000	CARDMEMBER SERVICE	FLAGSTAR-SCOTT MCKEE	89.07	47917
31-301.000-822.000	LEXIPOL, LLC	POLICE EXPENDITURES	1,539.10	47935
31-301.000-822.000	MICHIGAN ASSOC OF CHIEFS	FALL 2023	115.00	47937
31-301.000-822.000	MICHIGAN ASSOC OF CHIEFS	ACCREDITATION FALL 2023	115.00	47937
31-301.000-822.000	WOLFHOUD COP TRAINING	POLICE TRAINING	249.00	47952
31-301.000-823.000	CARDMEMBER SERVICE	FLAGSTAR-SCOTT MCKEE	60.01	47917
31-301.000-823.000	CITY OF TAYLOR	RENTAL-POLICE	300.00	48
31-301.000-823.000	VANCE LAW ENFORCEMENT	POLICE AMMO	497.62	48

Item 7C.

BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Desc	Vendor	Invoice Description	Amount	Check #
and 101 GENERAL FUND				
spt 301.000 PUBLIC SAFETY				
31-301.000-828.000	CITY OF SOUTHFIELD	FIRE SRVC CONTRACT	163,004.82	47920
31-301.000-829.000	HURON VALLEY GUNS	POLICE EXPENSES	1,339.84	47928
31-301.000-829.000	MUNSON CLEANERS	POLICE UNIFORM CLEANING	139.00	47943
31-301.000-829.000	POWER DMS	POLICE MATERIAL	4,650.39	47947
31-301.000-848.001	AT & T	TELEPHONE SERVICE	56.37	47912
31-301.000-850.000	COMCAST	COMCAST	40.08	47924
31-301.000-850.000	COMCAST	INTERNET	125.19	47924
31-301.000-850.000	INTERMEDIA.NET INC	UTILITY	334.66	47930
31-301.000-850.000	VERIZON WIRELESS	CELLULAR CHARGES	190.83	48015
31-301.000-851.000	OAKLAND COUNTY	POLICE EXP	2,667.00	47944
31-301.000-860.000	BIRMINGHAM OIL CHANGE CE	VEHICLE MAINT	73.95	47913
31-301.000-860.000	BIRMINGHAM OIL CHANGE CE	VEH MAINT	103.94	47913
31-301.000-860.000	CARDMEMBER SERVICE	FLAGSTAR-SCOTT MCKEE	149.94	47917
31-301.000-860.000	OAKLAND COUNTY	MOTOR POOL - POLICE	876.42	47944
31-301.000-860.000	UPPER LEVEL GRAPHICS	POLICE BADGES	147.00	47950
31-301.000-860.000	OAKLAND COUNTY TREASURER	MOTOR POOL PARTS	706.30	48002
31-301.000-860.000	US BANK VOYAGER FLEET SY	FLEET CHARGES	2,787.88	48013
	Total For Dept 301.000	PUBLIC SAFETY	201,610.68	
spt 401.000 PUBLIC SERVICE				
31-401.000-892.000	GIFFELS-WEBSTER ENG INC	2023 SIDEWALK REPAIR	9,899.25	47956
31-401.000-892.000	KD CEMENT INC	2023 SIDEWALK REPAIR PROGRAM	192,985.54	47957
31-401.000-892.000	KD CEMENT INC	2022 SIDEWALK REPAIR PROGRAM	15,826.05	47991
31-401.000-920.000	COMCAST	INTERNET	248.30	47981
31-401.000-920.000	CONSUMERS ENERGY	CONSUMERS POWER	113.16	47982
31-401.000-920.000	US BANK VOYAGER FLEET SY	FLEET CHARGES	1,108.51	48013
31-401.000-921.000	LATHRUP SERVICES, LLC	PUBLIC SERVICES	10,750.73	47994
	Total For Dept 401.000	PUBLIC SERVICE	230,931.54	
spt 501.000 LEAF COLLECTION				
31-501.000-978.000	SOCRRA	SPECIAL WASTE	256.35	47949
	Total For Dept 501.000	LEAF COLLECTION	256.35	
spt 502.000				
31-502.000-801.001	SOCRRA	REFUSE	16,232.00	47949
31-502.000-801.001	SOCRRA	MEMBER MSW	15,313.00	48009
	Total For Dept 502.000		31,545.00	
spt 601.000 RECREATION				
31-601.000-807.000	SAFELITE AUTOGLASS	REPAIR GLASS WINDOW OF TRANSIT VAN	449.19	47958
31-601.000-884.000	BMI	ANNUAL FEE	421.00	47915
31-601.000-884.000	BMI	ENTERTAINMENT-CONCERTS IN PARK	421.00	47972
	Total For Dept 601.000	RECREATION	1,291.19	
and 202 MAJOR ROAD FUND				
spt 702.000				
32-702.000-703.000	STANDARD INSURANCE COMPA	INSURANCE	(2.69)	48010
32-702.000-861.000	ROAD COMM. FOR OAKLAND C	2023 CHLORIDE PROGRAM	1,173.08	48007
32-702.000-864.000	ROAD COMM. FOR OAKLAND C	SIGNAL MAINTENANCE	517.31	48008
32-702.000-921.000	LATHRUP SERVICES, LLC	PUBLIC SERVICES	5,550.43	4
	Total For Dept 702.000		7,238.13	

Item 7C.

EXP CHECK RUN DATES 07/01/2023 - 07/31/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

ser: PAM
 3: Lathrup

GL Desc	Vendor	Invoice Description	Amount	Check #
and 202 MAJOR ROAD FUND				
3pt 702.100 CAPITAL IMP - STREET BOND	CHRISTIAN EAVES	RESTORATION	56.98	47919
32-702.100-970.000	KD CEMENT INC	PAVING BOND	2,000.00	47933
32-702.100-970.000	GIFFELS-WEBSTER ENG INC	2023 PAVING PROGRAM	14,901.63	47956
32-702.100-970.000	GIFFELS-WEBSTER ENG INC	2022 PAVING PROGRAM	1,590.00	47956
32-702.100-970.000	ALLIED CONSTRUCTION CO,	2023 PAVEMENT REPAIR PROGRAM	331,670.83	47955
32-702.100-970.000				
	Total For Dept 702.100 CAPITAL IMP - STREET BOND		350,219.44	
	Total For Fund 202 MAJOR ROAD FUND		357,457.57	
and 203 LOCAL ROAD FUND				
3pt 703.000				
33-703.000-703.000	STANDARD INSURANCE COMPA	INSURANCE	(2.69)	48010
33-703.000-861.000	ROAD COMM. FOR OAKLAND C	2023 CHLORIDE PROGRAM	1,173.07	48007
33-703.000-864.000	ROAD COMM. FOR OAKLAND C	SIGNAL MAINTENANCE	517.31	48008
33-703.000-921.000	LATHRUP SERVICES, LLC	PUBLIC SERVICES	5,550.43	47994
	Total For Dept 703.000		7,238.12	
3pt 703.100 CAPITAL IMP - STREET BOND	CHRISTIAN EAVES	RESTORATION	56.98	47919
33-703.100-970.000	KD CEMENT INC	PAVING BOND	2,000.00	47933
33-703.100-970.000	GIFFELS-WEBSTER ENG INC	2023 PAVING PROGRAM	14,901.62	47956
33-703.100-970.000	GIFFELS-WEBSTER ENG INC	2022 PAVING PROGRAM	1,590.00	47956
33-703.100-970.000	ALLIED CONSTRUCTION CO,	2023 PAVEMENT REPAIR PROGRAM	331,670.84	47955
33-703.100-970.000				
	Total For Dept 703.100 CAPITAL IMP - STREET BOND		350,219.44	
	Total For Fund 203 LOCAL ROAD FUND		357,457.56	
and 494 DOWNTOWN DEVELOPMENT AUTHORITY				
3pt 000.000				
34-000.000-702.000	ANTONIO MCLAWYER	PART-TIME SEASONAL HELP	250.00	47966
34-000.000-702.000	BRAYLIN PRICE	PART-TIME SEASONAL HELP	250.00	47973
34-000.000-702.000	CHRISTIAN SMITH	PART-TIME SEASONAL HEALTH	150.00	47978
34-000.000-702.000	JAMES NORTHERN	PART-TIME SEASONAL HELP	250.00	47988
34-000.000-702.000	JOSHUA LAWRENCE	PART-TIME SEASONAL HELP	300.00	47990
34-000.000-702.000	KHAIDEN TOWNS	PART-TIME SEASONAL HELP	275.00	47993
34-000.000-702.000	MARK POOL	PART-TIME SEASONAL HELP	100.00	47995
34-000.000-702.000	MAX POOL	PART-TIME SEASONAL HELP	100.00	47996
34-000.000-702.000	TRUTH SMITH	PART-TIME SEASONAL HELP	250.00	48012
34-000.000-702.000	WAYNE GRUBB	PART-TIME SEASONAL HELP	200.00	48016
34-000.000-703.000	MISSIONSQUARE - 803046	HEALTH SAVINGS	90.22	47941
34-000.000-703.000	BLUE CARE NETWORK	HEALTH INSURANCE	1,199.12	47969
34-000.000-703.000	MISSIONSQUARE - 803046	HEALTH SAVINGS RHS PLAN	121.01	47999
34-000.000-703.000	STANDARD INSURANCE COMPA	INSURANCE	54.40	48010
34-000.000-703.000	MICHIGAN DOWNTOWN ASSOC.	WORKSHOP	300.00	47938
34-000.000-822.000	CARDMEMBER SERVICE	FLAGSTAR-BRITTANY	2,947.07	47917
34-000.000-844.000	EAGLE LANDSCAPING & SUPP	MULCH	196.00	47984
34-000.000-845.000	GIFFELS-WEBSTER ENG INC	2023 DDA	852.50	47956
34-000.000-933.000	EXCELL SNOW & TURF MAINT	LAWN MAINTENANCE	960.00	47985
34-000.000-933.000				
	Total For Dept 000.000		8,845.32	
	Total For Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY		8,845.32	
and 592 WATER & SEWER FUND				

GL Desc	Vendor	Invoice Description	Amount	Check #
and 592 WATER & SEWER FUND				
3pt 536.000 WATER DEPARTMENT				
32-536.000-703.000	MISSIONSQUARE - 803046	HEALTH SAVINGS	18.25	47941
32-536.000-703.000	BLUE CARE NETWORK	HEALTH INSURANCE	305.29	47969
32-536.000-703.000	BLUE CARE NETWORK	HEALTH INSURANCE	1,409.28	47970
32-536.000-703.000	MISSIONSQUARE - 803046	HEALTH SAVINGS RHS PLAN	10.94	47999
32-536.000-703.000	STANDARD INSURANCE COMPA	INSURANCE	52.18	48010
32-536.000-902.000	SHARON VANDYKE	REIMBURSEMENT SHARON VANDYKE	1,497.30	3006
32-536.000-921.000	LATHRUP SERVICES, LLC	PUBLIC SERVICES	6,236.94	47994
32-536.000-935.000	FERGUSON WATERWORKS	WTR METERS	604.05	3017
32-536.000-937.000	DURST LUMBER COMPANY	WTR DEPT SUPPLY	8.37	2997
32-536.000-937.000	MS. ANNE JUWAH	REFUND WTR BILL - YRS OF ESTIMATED RE	1,282.99	3003
32-536.000-944.000	SOUTHEAST OAKLAND COUNTY	WTR SERVICES	27,630.83	3007
	Total For Dept 536.000 WATER DEPARTMENT		39,056.42	
3pt 536.100 WATER DEPARTMENT				
32-536.100-970.000	CORE&MAIN	WTR/SWR PARTS	218.20	2996
32-536.100-970.000	GIFFELS-WEBSTER ENG INC	LEAD/COPPER INVENTORY	1,965.00	3000
32-536.100-970.000	EAGLE LANDSCAPING & SUPP	TOP SOIL	126.00	3009
32-536.100-970.000	EAGLE LANDSCAPING & SUPP	TOP SOIL	126.00	3009
	Total For Dept 536.100 WATER DEPARTMENT		2,435.20	
3pt 536.400 WATER DEPARTMENT				
32-536.400-970.000	CORE&MAIN	WTR/SWR PARTS	179.00	2996
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	TRACTOR USE	250.00	2998
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	TRACTOR USE	250.00	2998
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	MISC CONTRACTOR SUPPLIES	3,177.00	2998
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	MISC WTR/SWR SUPPLIES	3,357.00	2998
32-536.400-970.000	EJ USA INC	CIP BOND ISSUE	698.79	2999
32-536.400-970.000	EJ USA INC	CIP BOND ISSUE	361.08	2999
32-536.400-970.000	GIFFELS-WEBSTER ENG INC	2023 WTR MAIN	930.00	3000
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	FILL SAND/DEBRIS HAULED OUT	5,301.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	FILL SAND/ DEBRIS HAULED OUT	6,291.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	FILL SAND/ DEBRIS HAULED OUT	5,184.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	TRACTOR/WITH 1 HR MOVING	250.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	TRACTOR/1 HR MOVING	250.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	1 HOUR TRACTOR/ WITH 1 HR MOVING	250.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	DEBRIS HAULED OUT DIRT/CLAY	990.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	1 HOUR TRACTOR WITH 1 HOUR MOVING	250.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	1 HOUR TRACTOR/ WITH 1 HOUR MOVING	250.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	FILLED SAND	2,394.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	DEBRIS HAULED OUT/ FILL SAND	10,935.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	DEBRIS HAULED OUT DIRT/CLAY	990.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	DEBRIS HAULED DIRT/CLAY	990.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	DEBRIS HAULED DIRT/CLAY	990.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	1 HR TRACTOR WITH 1 HR MOVING	250.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	FILLED SAND & DEBRIS HAULED OUT DIRT/	2,187.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	DEBRIS HAULED OUT DIRT/CLAY	5,544.00	3009
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	DEBRIS HAULED OUT DIRT/CLAY	3,357.00	3009
32-536.400-970.000	CORE&MAIN	MISC WTR IMPROVEMENTS	6,463.10	3011
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	TRACTOR RENT	250.00	3012
32-536.400-970.000	EAGLE LANDSCAPING & SUPP	TRACTOR RENTAL	250.00	3013
32-536.400-970.000	EJ USA INC	CIP BOND ISSUE	465.86	3014
32-536.400-970.000	EJ USA INC	CIP BOND ISSUE	477.25	3015
32-536.400-970.000	EJ USA INC	CIP BOND SAN DIEGO	61.74	

Item 7C.

GL Desc	Vendor	Invoice Description	Amount	Check #
and 592 WATER & SEWER FUND				
32-536.400 WATER DEPARTMENT	Total For Dept 536.400 WATER DEPARTMENT		62,833.82	
32-536.500 WATER DEPARTMENT	GIFFELS-WEBSTER ENG INC	2021-2023 HYDRANT	387.50	3000
32-536.500-970.000	Total For Dept 536.500 WATER DEPARTMENT		387.50	
32-536.600 WATER DEPARTMENT	GIFFELS-WEBSTER ENG INC	2021-2023 GATE VALVE	387.50	3000
32-536.600-970.000	Total For Dept 536.600 WATER DEPARTMENT		387.50	
32-537.000 SEWER DEPARTMENT	MISSIONSQUARE - 803046	HEALTH SAVINGS	18.25	47941
32-537.000-703.000	BLUE CARE NETWORK	HEALTH INSURANCE	305.30	47969
32-537.000-703.000	MISSIONSQUARE - 803046	HEALTH SAVINGS RHS PLAN	10.94	47999
32-537.000-725.000	THE BANK OF NEW YORK MEL	ACH	750.00	3008
32-537.000-921.000	LATHRUP SERVICES, LLC	PUBLIC SERVICES	6,236.94	47994
32-537.000-939.000	MICHAEL & DIANA WILLIAMS	GRINDER PUMP	81.00	3002
32-537.000-939.000	OAKLAND COUNTY WATER RES	SYSTEM MAIN	18,750.00	3005
32-537.000-942.000	OAKLAND COUNTY TREASURER	SEWER	87,035.16	3004
32-537.000-947.000	CONSUMERS ENERGY	CONSUMERS POWER	16.00	47982
32-537.000-948.000	COMCAST	INTERNET	249.70	2995
32-537.000-970.000	GIFFELS-WEBSTER ENG INC	ELDORADO PAVING	2,460.00	3000
32-537.000-977.000	HUBBELL, ROTH & CLARK, I	STORM WTR SERVICES	50.07	3001
	Total For Dept 537.000 SEWER DEPARTMENT		115,963.36	
32-537.100 SEWER DEPARTMENT	GIFFELS-WEBSTER ENG RE	2023 PIPE REHAB	232.50	3000
32-537.100-970.000	Total For Dept 537.100 SEWER DEPARTMENT		232.50	
	Total For Fund 592 WATER & SEWER FUND		221,296.30	

Prepared by: PAM
3: Lathrup

EXP CHECK RUN DATES 07/01/2023 - 07/31/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Vendor Invoice Description

Amount Check #

GL Desc

Line Number

Fund Totals:

Fund 101 GENERAL FUND	528,295.26	
Fund 202 MAJOR ROAD FU	357,457.57	
Fund 203 LOCAL ROAD FU	357,457.56	
Fund 494 DOWNTOWN DEVE	8,845.32	
Fund 592 WATER & SEWER	221,296.30	

Total For All Funds: 1,473,352.01



LAW OFFICE

BAKER & ELOWSKY, PLLC

41850 WEST ELEVEN MILE ROAD, SUITE 207
NOVI, MICHIGAN 48375
Phone: (248) 230-4103 Fax: (248) 929-0835
www.bakerelowsky.com

SCOTT R. BAKER
JENNIFER H. ELOWSKY

LEANN K. KIMBERLIN

sbaker@bakerelowsky.com

Of Counsel

MATTHEW C. QUINN

July 25, 2023

Via Email

Pam Bratschi, MiCPT, CPFA
City Treasurer, Acting City Administrator

City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Re: Legal Department Billing for June 1 through June 30, 2023

Dear Ms. Bratschi:

The following is our law firm's billing to the City of Lathrup Village for the month of June 2023:

1. General Retainer	\$2,500.00
2. Special Legal Services	\$1,982.50
3. Downtown Development Authority	\$
4. Project Reimbursement	\$
5. Prosecution/Code Enforcement	<u>\$1,560.00</u>
	<u>\$6,042.50</u>

If you should have any questions, please feel free to contact me.

Very truly yours,

BAKER & ELOWSKY, PLLC

Scott R. Baker

Enclosures



LAW OFFICE

BAKER & ELOWSKY, PLLC

41850 WEST ELEVEN MILE ROAD, SUITE 207
NOVI, MICHIGAN 48375
Phone: (248) 230-4103 Fax: (248) 929-0835
www.bakerelowsky.com

July 25, 2023

City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Invoice Number: 1595

Invoice Period: 06-01-2023 - 06-30-2023

RE: General Retainer

Time Details

Date	Professional	Description	Hours	Amount
06-01-2023	SRB	Receipt and review of correspondence from City Admin re Council meeting packet	0.25	No Charge
06-02-2023	SRB	Receipt and review of multiple correspondence from City Admin re Red River right-of-way issue	1.50	No Charge
06-02-2023	SRB	Receipt and review of multiple correspondence from City Admin re site plan review	1.00	No Charge
06-02-2023	SRB	Receipt and review of correspondence from City Admin re Council meeting packet	0.25	No Charge
06-02-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Red River Right-of-Way issue	0.25	No Charge
06-02-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Red River Right-of-Way issue	0.25	No Charge
06-02-2023	SRB	Receipt and review of multiple correspondence from City Admin re Red River right-of-way issue	1.50	No Charge
06-02-2023	SRB	Receipt and review of correspondence from Mayor Pro Tem Kantor re Red River right-of-way issue	0.25	No Charge
06-02-2023	SRB	Receipt and review of correspondence from Mayor Pro Tem Kantor re Red River right-of-way issue	0.25	No Charge
06-02-2023	SRB	Receipt and review of correspondence from Councilman Jennings re Site Plan Review	0.25	No Charge
06-02-2023	SRB	Receipt and review of correspondence from Councilman Jennings re Site Plan Review	0.25	No Charge

We appreciate your business

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Date	Professional	Description	Hours	Amount	Item 7C.
06-02-2023	SRB	Receipt and review of correspondence from S. Stec re Michigan First	0.25	No Charge	
06-03-2023	SRB	Receipt and review of correspondence from S. Stec re: 27701 Southfield Rd	0.25	No Charge	
06-03-2023	SRB	Receipt and review of correspondence from Councilwoman Miller re council packet	0.25	No Charge	
06-03-2023	SRB	Receipt and review of correspondence from Councilwoman Miller re council packet	0.25	No Charge	
06-03-2023	SRB	Receipt and review of correspondence from Mayor Garrett re council packet	0.25	No Charge	
06-05-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Red River Right-of-Way issue	0.25	No Charge	
06-05-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Red River Right-of-Way issue	0.25	No Charge	
06-05-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Red River Right-of-Way issue	0.25	No Charge	
06-05-2023	SRB	Receipt and review of correspondence from City Admin re McKenna	0.25	No Charge	
06-05-2023	SRB	Receipt and review of multiple correspondence from City Admin re Red River right-of-way issue	1.50	No Charge	
06-05-2023	SRB	Receipt and review of correspondence from S. Stec re: permit applications	0.25	No Charge	
06-05-2023	SRB	Receipt and review of correspondence from S. Stec re Michigan First	0.25	No Charge	
06-06-2023	SRB	Receipt and review of correspondence from S. Stec re Michigan First	0.25	No Charge	
06-07-2023	SRB	Receipt and review of correspondence from Councilwoman Miller re information request	0.25	No Charge	
06-07-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Administrative meeting follow-up	0.25	No Charge	
06-08-2023	SRB	Receipt and review of multiple correspondence from Mayor Garrett re Staff/Council interactions	1.00	No Charge	
06-08-2023	SRB	Receipt and review of correspondence from Admin re staff	0.25	No Charge	
06-08-2023	SRB	Receipt and review of correspondence from Admin re resignation	0.25	No Charge	
06-08-2023	SRB	Receipt and review of correspondence from Admin re resignation	0.25	No Charge	

We appreciate your business

Date	Professional	Description	Hours	Amount	
06-08-2023	SRB	Receipt and review of correspondence from Councilwoman Kenez re flower incident	0.25	No Charge	Item 7C.
06-09-2023	SRB	Receipt and review of correspondence from Councilwoman Kenez re Special Meeting	0.25	No Charge	
06-09-2023	SRB	Receipt and review of correspondence from Councilwoman Kenez re Special Meeting	0.25	No Charge	
06-09-2023	SRB	Receipt and review of correspondence from Councilman Jennings re Special Meeting	0.25	No Charge	
06-09-2023	SRB	Receipt and review of correspondence from Clerk re Special Meeting	0.25	No Charge	
06-09-2023	SRB	Receipt and review of correspondence from Clerk re Special Meeting	0.25	No Charge	
06-09-2023	SRB	Receipt and review of correspondence from Mayor Garrett re MML Admin search contract	0.25	No Charge	
06-09-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Special Meeting	0.25	No Charge	
06-09-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Special Meeting	0.25	No Charge	
06-09-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Special Meeting	0.25	No Charge	
06-09-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Admin	0.25	No Charge	
06-10-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Admin	0.25	No Charge	
06-10-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Special Meeting Agenda	0.25	No Charge	
06-10-2023	SRB	Receipt and review of correspondence from Mayor Garrett re MML correspondence	0.25	No Charge	
06-11-2023	SRB	Receipt and review of correspondence from Mayor Garrett re MML correspondence	0.25	No Charge	
06-11-2023	SRB	Receipt and review of correspondence from Clerk re: Special meeting agenda	0.25	No Charge	
06-12-2023	SRB	Receipt and review of correspondence from Mayor Garrett re MML correspondence	0.25	No Charge	
06-13-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Councilwoman Miller's vote rescinding	0.25	No Charge	
06-13-2023	SRB	Receipt and review of correspondence from Councilwoman	0.25	No Charge	

We appreciate your business

Date	Professional	Description	Hours	Amount	Item 7C.
		Kenez re Interim Manager			
06-13-2023	SRB	Receipt and review of correspondence from Councilwoman Kenez re Interim Manager	0.25	No Charge	
06-13-2023	SRB	Receipt and review of multiple correspondence and telephone conference with Councilwoman Miller re rescinding council vote	1.00	No Charge	
06-13-2023	SRB	Receipt and review of correspondence from Mayor Pro Tem re resident concern	0.25	No Charge	
06-13-2023	SRB	Receipt and review of correspondence from S. Stec re Skylar laundromat	0.25	No Charge	
06-13-2023	SRB	Receipt and review of correspondence from Councilwoman Kenez re Code violation	0.25	No Charge	
06-14-2023	SRB	Receipt and review of correspondence from Councilwoman Miller re rescision of vote	0.25	No Charge	
06-14-2023	SRB	Receipt and review of correspondence from Councilwoman Miller re information request	0.25	No Charge	
06-14-2023	SRB	Receipt and review of correspondence from S. Stec re 28820 Southfield Road	0.25	No Charge	
06-14-2023	SRB	Receipt and review of correspondence from Councilwoman Kenez re Code violation	0.25	No Charge	
06-14-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Councilwoman Miller's vote rescinding	0.25	No Charge	
06-14-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Interim manager	0.25	No Charge	
06-15-2023	SRB	Receipt and review of correspondence from S. Stec re PC meeting	0.25	No Charge	
06-15-2023	SRB	Receipt and review of correspondence from treasurer re kitchen rental agreement	0.25	No Charge	
06-15-2023	SRB	Receipt and review of correspondence from commissioner Hammond	0.25	No Charge	
06-15-2023	SRB	Receipt and review of correspondence from commissioner Stansbery	0.25	No Charge	
06-16-2023	SRB	Receipt and review of correspondence from City Clerk re Planning Commission Meeting	0.50	No Charge	
06-16-2023	SRB	Receipt and review of correspondence from S. Stec re PC meeting	0.25	No Charge	
06-16-2023	SRB	Receipt and review of correspondence from S. Stec re resident concern	0.25	No Charge	

We appreciate your business

Date	Professional	Description	Hours	Amount	Item 7C.
06-19-2023	SRB	Receipt and review of correspondence from treasurer re retirement notice	0.25	No Charge	
06-20-2023	SRB	Receipt and review of multiple correspondence from Admin re exchange with Mayor	1.00	No Charge	
06-20-2023	SRB	Receipt and review of correspondence from Mayor pro tem re e-mail address for pc members	0.25	No Charge	
06-20-2023	SRB	Receipt and review of correspondence from admin re e-mail address for pc members	0.25	No Charge	
06-20-2023	SRB	Receipt and review of correspondence from Councilwoman Miller re interim administrator	0.25	No Charge	
06-20-2023	SRB	Receipt and review of correspondence from Mayor Garrett re Interim Manager list	0.25	No Charge	
06-20-2023	SRB	Receipt and review of multiple correspondence from Mayor Garrett re admin	1.00	No Charge	
06-21-2023	SRB	Receipt and review of multiple correspondence from Mayor Garrett re Park maintenance	1.00	No Charge	
06-21-2023	SRB	Receipt and review of correspondence from Councilwoman Kenez re park maintenance	0.25	No Charge	
06-21-2023	SRB	Receipt and review of correspondence from S. Stec re park maintenance	0.25	No Charge	
06-21-2023	SRB	Receipt and review of correspondence from Mayor pro tem re e-mail address for pc members	0.25	No Charge	
06-21-2023	SRB	Receipt and review of correspondence from admin re park maintenance	0.25	No Charge	
06-21-2023	SRB	Receipt and review of correspondence from Chief McKee re Lathrup Blvd Closure	0.25	No Charge	
06-22-2023	SRB	Receipt and review of correspondence from Chief McKee re Lathrup Blvd Closure	0.25	No Charge	
06-22-2023	SRB	Receipt and review of correspondence from Admin re treasurer posting	0.25	No Charge	
06-22-2023	SRB	Receipt and review of correspondence from Admin re treasurer posting	0.25	No Charge	
06-22-2023	SRB	Receipt and review of correspondence from S. Stec re JMC correspondence	0.25	No Charge	
06-22-2023	SRB	Receipt and review of multiple correspondence from Mayor Garrett re Treasurer posting	1.00	No Charge	

We appreciate your business

Date	Professional	Description	Hours	Amount	
06-22-2023	SRB	Receipt and review of multiple correspondence from Mayor Garrett re Treasurer posting	1.00	No Charge	Item 7C.
06-23-2023	SRB	Receipt and review of correspondence from Chief McKee re Lathrup Blvd Closure	0.25	No Charge	
06-23-2023	SRB	Receipt and review of correspondence from admin re Council agenda	0.25	No Charge	
06-25-2023	SRB	Receipt and review of multiple correspondence from Mayor Garrett re Study session agenda	0.25	No Charge	
06-26-2023	SRB	Prepare for and attend study session of City Council	2.00	No Charge	
06-26-2023	SRB	Prepare for and attend regular meeting of City Council	4.00	No Charge	
06-27-2023	SRB	Receipt and review of correspondence from Councilwoman Miller re flex time	0.25	No Charge	
06-27-2023	SRB	Receipt and review of multiple correspondence from Mayor Garrett re Budget	0.25	No Charge	
06-27-2023	SRB	Receipt and review of multiple correspondence from Mayor Garrett re Budget	0.25	No Charge	
06-27-2023	SRB	Receipt and review of multiple correspondence from Mayor Garrett re Budget	0.25	No Charge	
06-27-2023	SRB	Receipt and review of correspondence from admin re budget amendments	0.25	No Charge	
06-27-2023	SRB	Receipt and review of correspondence from admin re budget amendments	0.25	No Charge	
06-27-2023	SRB	Receipt and review of correspondence from Mayor Pro Tem re flex time	0.25	No Charge	
06-27-2023	SRB	Receipt and review of correspondence from Mayor Pro Tem re 26215 Lathrup Blvd	0.25	No Charge	
06-28-2023	SRB	Receipt and review of correspondence from Mayor Pro Tem re 26215 Lathrup Blvd	0.25	No Charge	
06-28-2023	SRB	Receipt and review of correspondence from Councilwoman Miller re resident concern	0.25	No Charge	
06-28-2023	SRB	Receipt and review of correspondence from Councilwoman Miller re questioning attorney role	0.25	No Charge	
06-28-2023	SRB	Receipt and review of correspondence from Councilwoman Kenez re flower incident	0.25	No Charge	
06-28-2023	SRB	Receipt and review of correspondence from S. Stec re 26215 Lathrup Blvd.	0.25	No Charge	

Date	Professional	Description	Hours	Amount		
06-29-2023	SRB	Receipt and review of correspondence from S. Stec re 26215 Lathrup Blvd.	0.25	No Charge	<i>Item 7C.</i>	
06-29-2023	SRB	Receipt and review of correspondence from S. Stec re 26215 Lathrup Blvd.	0.25	No Charge		
06-29-2023	SRB	Receipt and review of correspondence from Councilwoman Miller re OMA interpretation	0.25	No Charge		
06-29-2023	SRB	Receipt and review of multiple correspondence from Mayor Garrett rezoning ordinance violation	0.25	No Charge		
06-29-2023	SRB	Receipt and review of multiple correspondence from Mayor Garrett rezoning ordinance violation	0.25	No Charge		
06-29-2023	SRB	Receipt and review of correspondence from Councilwoman Miller re flex time	0.25	No Charge		
06-29-2023	SRB	Receipt and review of correspondence from Chief McKee re zoning ordinance violation	0.25	No Charge		
06-29-2023	SRB	Receipt and review of correspondence from Chief McKee re zoning ordinance violation	0.25	No Charge		
06-29-2023	SRB	Receipt and review of correspondence from Clerk re notice of adoption	0.25	No Charge		
06-30-2023	SRB	Services Rendered		2,500.00		
06-30-2023	SRB	Receipt and review of correspondence from treasurer re kitchen rental agreement	0.25	No Charge		
				Total		2,500.00

Time Summary

Professional	Hours	Amount
Scott Baker	44.00	2,500.00
Total		2,500.00

Total for this Invoice 2,500.00



LAW OFFICE
BAKER & ELOWSKY, PLLC

41850 WEST ELEVEN MILE ROAD, SUITE 207
NOVI, MICHIGAN 48375
Phone: (248) 230-4103 Fax: (248) 929-0835
www.bakerelowsky.com

July 25, 2023

City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Invoice Number: 1596
Invoice Period: 06-01-2023 - 06-30-2023

RE: Prosecution/Code Enforcement

Time Details

Date	Professional	Description	Hours	Amount
06-02-2023	SRB	Conduct telephone pre-trial conference , prepare plea offer and draft correspondence to defense attorney and Court with same re: 23LV00963A.	0.50	65.00
06-06-2023	SRB	Exchange correspondence with defense attorney concerning appearance re: 23LV00963A.	0.25	32.50
06-06-2023	SRB	Conduct telephone pre-trial conference , prepare plea offer and draft correspondence to defense attorney and Court with same re: 23LV00781A	0.50	65.00
06-06-2023	SRB	Conduct telephone pre-trial conference , prepare plea offer and draft correspondence to defense attorney and Court with same re: 23LV00885A	0.50	65.00
06-06-2023	SRB	Conduct telephone pre-trial conference , prepare plea offer and draft correspondence to defense attorney and Court with same re: 23LV00818A	0.50	65.00
06-06-2023	SRB	Conduct telephone pre-trial conference , prepare plea offer and draft correspondence to defense attorney and Court with same re: 23LV00778A	0.50	65.00
06-06-2023	SRB	Conduct telephone pre-trial conference , prepare plea offer and draft correspondence to defense attorney and Court with same re: 23LV00777A	0.50	65.00
06-07-2023	SRB	Prepare for and appear in 46th District Court for LV prosecution docket.	3.50	455.00
06-08-2023	SRB	Receipt and review of correspondence from code enforcement officer re 19600 Forest Drive	0.25	32.50
06-12-2023	SRB	Receipt, Review and respond to correspondence from Lt. Zang re	0.25	32.50

We appreciate your business

Page 1 of 3

Date	Professional	Description	Hours	Amount	Item 7C.
		FOIA request			
06-12-2023	SRB	Receipt, review and respond to multiple correspondence with Chief re 17587 Margate	0.50	65.00	
06-14-2023	SRB	Draft correspondence to Code officer re 19600 Forest Drive	0.25	32.50	
06-14-2023	SRB	Receipt and review 46th District Court prosecution calendars for September and October 2023.	0.25	32.50	
06-15-2023	SRB	Receipt and review of correspondence from code officer re 19600 Forest Drive	0.25	32.50	
06-15-2023	SRB	Receipt and review of correspondence from code officer re 19600 Forest Drive	0.25	32.50	
06-15-2023	SRB	Receipt and review of correspondence from admin re 19600 Forest Drive	0.25	32.50	
06-15-2023	SRB	Receipt and review of correspondence from Mayor Pro Tem re 19600 Forest Drive	0.25	32.50	
06-15-2023	SRB	Receipt and review of correspondence from Mayor Garrett re 19600 Forest Drive	0.25	32.50	
06-16-2023	SRB	Research and review applicable ordinances, telephone conference with Lt. Zang re 17587 Margate	0.50	65.00	
06-19-2023	SRB	Receipt and review of correspondence from Officer Tackett re 18587 Ramsgate	0.50	65.00	
06-20-2023	SRB	Receipt and review of correspondence from Admin re 17562 Ramsgate	0.25	32.50	
06-26-2023	SRB	Receipt and review of correspondence from 46th District Court re 7/19 prosecution docket	0.25	32.50	
06-28-2023	SRB	Receipt and review of correspondence from 46th District Court re 7/19 prosecution docket	0.25	32.50	
06-28-2023	SRB	Receipt and review of correspondence from 46th District Court re 20LV00900B	0.25	32.50	
06-28-2023	SRB	Receipt and review of correspondence from 46th District Court re 06L978500A	0.25	32.50	
06-28-2023	SRB	Receipt and review of correspondence from 46th District Court re 12LV00881B	0.25	32.50	
			Total	1,560.00	

Time Summary

Professional	Hours	Amount
Scott Baker	12.00	1,560.00
Total		1,560.00

We appreciate your business

Item 7C.

Total for this Invoice

1,560.00

We appreciate your business

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LAW OFFICE
BAKER & ELOWSKY, PLLC

41850 WEST ELEVEN MILE ROAD, SUITE 207
NOVI, MICHIGAN 48375
Phone: (248) 230-4103 Fax: (248) 929-0835
www.bakerelowsky.com

July 25, 2023

City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Invoice Number: 1597
Invoice Period: 06-01-2023 - 06-30-2023

RE: Special Legal Services

Time Details

Date	Professional	Description	Hours	Amount
06-02-2023	SRB	Receipt and review of correspondence from City Engineer re 28150 Lathrup Blvd.	0.25	32.50
06-02-2023	SRB	Receipt and review of correspondence from City Planner re Michigan First Parking	0.25	32.50
06-03-2023	SRB	Receipt and review of correspondence from applicant re Site Plan Review	0.25	32.50
06-05-2023	SRB	Receipt and review of correspondence from City Planner re Michigan First Parking	0.25	32.50
06-05-2023	SRB	Prepare for and attend special meeting of City Council	2.00	260.00
06-07-2023	SRB	Receipt and review of correspondence from City Engineer re 28150 Lathrup Blvd.	0.25	32.50
06-07-2023	SRB	Prepare and meet with City Engineer and Councilwoman Miller on site re Glenwood re-surfacing	2.00	260.00
06-08-2023	SRB	Receipt and review of correspondence from applicant re Special Land Use application	0.25	32.50
06-08-2023	SRB	Receipt and review of correspondence from applicant re 28820 Southfield Road Site Plan	0.50	65.00
06-09-2023	SRB	Receipt and review of correspondence from Oakland County Equalization re: MTT docket # 23-001156 Michigan First Credit Union v. Lathrup Village	0.50	65.00
06-09-2023	SRB	Draft correspondence to City Planner re Michigan First MTT appeal	0.25	32.50

We appreciate your business

Page 1 of 2

Date	Professional	Description	Hours	Amount	
06-12-2023	SRB	Prepare for and attend special meeting of City Council	1.50	195.00	Item 7C.
06-12-2023	SRB	Receipt and review of correspondence from City Planner re Michigan First Parking	0.25	32.50	
06-14-2023	SRB	Draft amendments to Chapter 18 Article VI of City ordinances and forward same to clerk	0.50	65.00	
06-16-2023	SRB	Receipt and review correspondence with petitioner's Tax Tribunal property tax petition, proof of service and County information; draft appearance, respondents answer and proof of service; prepare correspondence for filing with Tax Tribunal and forward copy to County and petitioner's representative re: Michigan First Credit Union, MOHAR Docket 23-001156.	1.50	195.00	
06-16-2023	SRB	Receipt and review of correspondence from MML Programs manager re search guarantee	0.50	65.00	
06-16-2023	SRB	Receipt and review of correspondence from Risk specialist re 28150 Lathrup Blvd	0.50	65.00	
06-16-2023	SRB	Receipt and review of correspondence from City engineer re 28150 Lathrup Blvd	0.50	65.00	
06-20-2023	SRB	Receipt and review correspondence with petitioner's attorney re: Michigan First Credit Union, MOHAR Docket 23-001156.	0.25	32.50	
06-20-2023	SRB	Prepare for and attend planning commission meeting	2.00	260.00	
06-22-2023	SRB	Receipt and review of correspondence from property manager of JMC re building permits	0.25	32.50	
06-22-2023	SRB	Receipt and review of correspondence from McKenna Attorney re JMC re building permits	0.25	32.50	
06-22-2023	SRB	Receipt and review of correspondence from liability carrier attorney re JMC re building permits	0.25	32.50	
06-27-2023	SRB	Receipt and review of correspondence from City Engineer re Glenwood paving	0.25	32.50	
			Total	1,982.50	

Time Summary

Professional	Hours	Amount
Scott Baker	15.25	1,982.50
Total		1,982.50
Total for this Invoice		1,982.50

Monthly Permit List

08/10/2023

Item 7D.

Building

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PB220106	11/15/2022	GOLDEN GATE PLAZA LLC	27777 SOUTHFIELD RD	40-24-14-432-006	\$19,964.00	\$0
Work Description: New Panera Building						
PB230045	05/12/2023	BLANKS, HERBERT L	18280 WILTSHIRE BLVD	40-24-14-228-013	\$170.00	\$0
Work Description: Repalce 3 windows and 4 patio doors - \$25,298 total project value						
PB230059	06/13/2023	10280 TROY STREET, LLC	26530 MEADOWOOD N CT	40-24-24-104-023	\$330.00	\$0
Work Description: tear off and re-roof house only						
PB230065	07/06/2023	BRUNDIDGE, WASHINGTON	18756 ROSELAND BLVD	40-24-14-201-046	\$2,868.00	\$0
Work Description: extending master bedroom						
PB230069	07/14/2023	BLACK, KERTIA L	27725 RAINBOW CIR	40-24-14-304-029	\$130.00	\$0
Work Description: replacing 6 windows and 2 patio doors						

Total Permits For Type: 5
Total Fees For Type: \$23,462.00
Total Const. Value For Type: \$0

Electrical

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PE230074	07/11/2023	The Event House	27701 SOUTHFIELD RD	40-99-00-016-008	\$95.00	\$0
Work Description: Electrical Updates						
PE230077	07/12/2023	GOLDEN GATE PLAZA LLC	27777 SOUTHFIELD RD	40-24-14-432-006	\$2,362.00	\$0

Work Description: Panera Bread

Service 800 Amp + 195 circuits + #4 Roof Top Unit + #76 lights + #5 inspections other than the final + sign connection

PE230079	07/19/2023	HAGEN, LAURIE E	17376 CATALPA DR	40-24-13-158-006	\$165.00	\$0
Work Description: install replacement panel , 4 can lights 1 ceiling fan and a gcfi to the garage						
PE230082	07/25/2023	GROUP 4 LLC	26060 SOUTHFIELD RD	40-24-24-154-001	\$125.00	\$0
Work Description: 2 bathrooms added to existing building. 2 lights, 2 switches, 2 receptacles						
PE230084	07/26/2023	DOWNER, STEELE E	27879 LATHRUP BLVD	40-24-13-304-011	\$110.00	\$0
Work Description: Replace Furnace						
PE230085	07/28/2023	MASON SARA	18625 CAMBRIDGE BLVD	40-24-14-456-003	\$210.00	\$0
Work Description: Electrical updates						
PE230086	07/28/2023	REED, DOROTHY	18910 RAINBOW CT	40-24-23-201-018	\$95.00	\$0
Work Description: FURNANCE AND AC INSTALL						

Total Permits For Type: 7
Total Fees For Type: \$3,162.00
Total Const. Value For Type: \$0

Electrical Reconnect

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PE230008	01/27/2023	BOSKEY, REED	17535 WILTSHIRE BLVD	40-24-13-151-020	\$70.00	\$0
Work Description: REHOOK REPLACEMENT FURNACE AND HUMIDIFIER						
PE230066	06/22/2023	DAWODU, OLANREWAJU	18130 REDWOOD AVE	40-24-14-277-017	\$65.00	\$0
Work Description: Reconnect AC system						
PE230068	06/22/2023	HARRISON, SUSAN	18590 SAN QUENTIN DR	40-24-14-403-012	\$95.00	\$0

Work Description: Reconnect AC and furnace

PE230071	06/27/2023	JOHNSON, DANE A	27211 MEADOWBROOK WAY	40-24-14-477-012	\$95.00	\$0
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Work Description: Replace Furnace & AC

PE230078	07/14/2023	THOMPSON, TERRENCE N	27847 SAN JOSE CT	40-24-14-301-045	\$65.00	\$0
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Work Description: A/C reconnect

Total Permits For Type: 5
Total Fees For Type: \$390.00
Total Const. Value For Type: \$0

Fence

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PF230019	07/14/2023	HEWINS, SONDRRA	18190 MEADOWOOD AVE	40-24-23-230-016	\$80.00	\$0
Work Description: 6' Vinyl Fence Install						
PF230020	07/14/2023	BUCK, GARY	27250 SANTA BARBARA DR	40-24-14-453-001	\$80.00	\$0
Work Description: 6' vinyl						
PF230021	07/21/2023	RODGERS, LINDA RENEE	28761 BLOOMFIELD DR	40-24-14-202-005	\$120.00	\$0
Work Description: 23' new 6' high almond Bufftech Imperial Style Vinyl Fence with 8' x 6' high double swing gate						
PF230022	07/24/2023	Greenia, Ellen	18535 SANTA ANN AVE	40-24-23-257-048	\$80.00	\$0
Work Description: 4' Ornamental Metal						

Total Permits For Type: 4
Total Fees For Type: \$360.00
Total Const. Value For Type: \$0

Mechanical

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PM230072	07/12/2023	GARY WEST ROBERTS & KEVI	27474 CALIFORNIA SE DR	40-24-13-353-004	\$180.00	\$0
Work Description: REMOVE OLD & INSTALL NEW AC, FURNACE, HUMID						
PM230073	07/14/2023	THOMPSON, TERRENCE N	27847 SAN JOSE CT	40-24-14-301-045	\$90.00	\$0
Work Description: A/C Install						
PM230074	07/19/2023	NORRIS, GREGORY L	27836 SAN JOSE CT	40-24-14-301-048	\$165.00	\$0
Work Description: replace furnace, air conditioner and humidifier - macson doing electrical						
PM230075	07/25/2023	GRIFFIN, BRIAN	18210 W 11 MILE RD	40-24-14-478-038	\$105.00	\$0
Work Description: Replacement A/C (back yard)						
PM230077	07/26/2023	DOWNER, STEELE E	27879 LATHRUP BLVD	40-24-13-304-011	\$115.00	\$0
Work Description: Replace Furnace						
PM230078	07/28/2023	REED, DOROTHY	18910 RAINBOW CT	40-24-23-201-018	\$155.00	\$0
Work Description: AIR CONDITIONER & FURNACE						

Total Permits For Type: 6
Total Fees For Type: \$810.00
Total Const. Value For Type: \$0

Plumbing

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PP230043	07/21/2023	WOODALL, JOHN N	28071 ELDORADO PL	40-24-14-279-010	\$90.00	\$0
Work Description: Sewer repair, Installing a 6 inch outside cleanout						
PP230044	07/21/2023	GROUP 4 LLC	26060 SOUTHFIELD RD	40-24-24-154-001	\$140.00	\$0
Work Description: Installing two new half baths.						

Total Permits For Type: 2

Total Fees For Type: \$230.00
Total Const. Value For Type: \$0

Shed

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PSHED-002-2	07/07/2023	WILCHER, KENNETH	18804 W GLENWOOD BLVD	40-24-14-252-007	\$80.00	\$0
Work Description:						
PSHED-003-2	07/10/2023	SANFORD II, ANDRE M	27650 BLOOMFIELD DR	40-24-14-405-001	\$80.00	\$0
Work Description: shed						

Total Permits For Type: 2
Total Fees For Type: \$160.00
Total Const. Value For Type: \$0

Temporary Sign

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PTS-230008	07/28/2023	VILLAGE EARLY LEARNING C	27800 SOUTHFIELD RD	40-99-00-010-035	\$30.00	\$0
Work Description:						

Total Permits For Type: 1
Total Fees For Type: \$30.00
Total Const. Value For Type: \$0

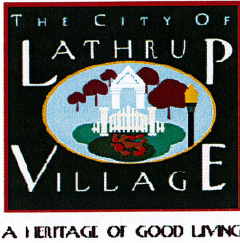
Report Summary

Permit.DateIssued Between
7/1/2023 12:00:00 AM AND
7/31/2023 11:59:59 PM AND
Permit.Status = ISSUED

Grand Total Fees: \$28,604.00

Grand Total Permits: 32

Grand Total Const. Value: \$0



Pamela Bratschi
Assistant City Administrator/Treasurer
City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076
treasurer@lathrupvillage.org
Office: 248.557.2600 x 227

Date: August 16, 2023

To: Mayor Garrett and City Council Members

From: Pamela Bratschi, Interim City Administrator/Treasurer

Re: Lincoln / Southfield Rd Water Main Directional Drilling, Contract WM-23

Background:

Bids for the Lincoln / Southfield Rd Water Main Directional Drilling Project were received on July 13th, 2023 at 2:00 p.m. and were opened publicly and read aloud.

Two bids were received ranging from a low of \$151,550. To \$182,880.00. The low bid was submitted by Lawrence M. Clark, Belleville, MI. The second low bid was submitted by D'Angelo Brothers, Farmington Hills, MI

Lawrence M Clerk has been in business since 1981. Giffels Webster has reviewed their references and find them satisfactory. They have performed this type of work in other municipalities and have performed positively.

Suggested Motion:

To approve the bid amount from Lawrence M Clark of Belleville, to perform the work on Lincoln/Southfield Rd Water Main Directional Drilling Contract.

Aug 16, 2023

Job # 16496.23

BID RECOMMENDATION

City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI, 48076
ATTN: Pam Bratschi, Interim City Administrator

RE: Lincoln / Southfield Rd Water Main Directional Drilling, Contract WM-23

Dear Mrs. Bratschi,

Bids for the Lincoln / Southfield Rd Water Main Directional Drilling project were received on July 13th, 2023 at 2:00 p.m. and were opened publicly and read aloud.

This project was bid as an invitation to five (5) experienced and reputable Contractor's with known experience with directional drilling projects.

Two (2) bids were received ranging from a low of \$151,550.00 to \$182,880.00. The low bid was submitted by Lawrence M. Clarke, 50850 Bemis Road, Belleville, MI., 48111. The second low bid was submitted by D'Angelo Brothers, 30836 W. 8 Mile, Farmington Hills, MI 48336.

Lawrence M. Clarke has been in business since 1981. We have reviewed their references and find them satisfactory. Lawrence M. Clarke has performed directional drill projects for other municipalities we represent and have performed positively.

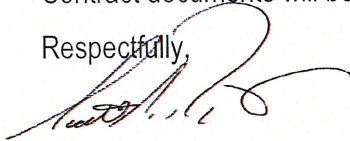
Based on the low bid submittal, we recommend that the contract be awarded to Lawrence M. Clarke at the base bid of \$150,550.00. Final cost will vary based on field-measured final quantities of work.

It is expected that this project will take 2-3 weeks for the installation and testing. Restoration will be completed following substantial completion.

Finally, Sunde Excavating will be performing some work in preparation for this project. Three new gate valves and one new hydrant will be installed which were included in the Capital Improvement Bond.

Contract documents will be submitted to you upon execution by the contractor.

Respectfully,



Scott A. Ringler, PE
Partner

Encl: Bid Tabulation



Lincoln / Southfield Rd Directional Drilling, Contract WM-23

City of Lathrup Village, Oakland County, Michigan
 Bids opened on 07/13/2023 at 2:00 pm

				Engineer's Opinion of Cost		Lowest Bidder		Second Bidder	
				Giffels Webster		Lawrence M. Clarke		D'Angelo Brothers	
				1025 E. Maple Road, Suite 100		50850 Bemis Road		30836 W 8 Mile	
				Birmingham, MI 48009		Belleville, MI 48111		Farmington Hills, MI 48336	
A. Construction									
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Max 5%	1	Ls	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00	\$ 5,888.00	\$ 5,888.00
2	Traffic Control, Per Plan	1	Ls	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 70,000.00	\$ 70,000.00
3	Reimbursed Permit Fees, RCOC	1,000	Dlr	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00
4	WM, C900, 8 Inch, Trench Det G	16	Ft	\$ 400.00	\$ 6,400.00	\$ 600.00	\$ 9,600.00	\$ 225.00	\$ 3,600.00
5	WM, C900, 12 Inch, Trench Det G	20	Ft	\$ 500.00	\$ 10,000.00	\$ 600.00	\$ 12,000.00	\$ 250.00	\$ 5,000.00
6	WM, HDPE SDR 11 (DIPS), 12 Inch, Directional D	304	Ft	\$ 300.00	\$ 91,200.00	\$ 300.00	\$ 91,200.00	\$ 248.00	\$ 75,392.00
7	WM, 6 inch, Cut and Plug	2	Ea	\$ 2,000.00	\$ 4,000.00	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 6,000.00
8	WM, 12 Inch, Cut and Plug	2	Ea	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 3,500.00	\$ 7,000.00
9	Conc Pavt, Remove	10	Syd	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00	\$ 20.00	\$ 200.00
10	Conc pavt, Non-reinf, 8 Inch	10	Syd	\$ 250.00	\$ 2,500.00	\$ 525.00	\$ 5,250.00	\$ 200.00	\$ 2,000.00
11	Landscape Restoration	300	Syd	\$ 25.00	\$ 7,500.00	\$ 30.00	\$ 9,000.00	\$ 20.00	\$ 6,000.00
12	Erosion Control, Inlet Filter Drop Cloth	4	Ea	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 200.00	\$ 800.00
A. Subtotal Construction:					\$ 148,100.00		\$ 151,550.00		\$ 182,880.00
Total Construction:					\$ 148,100.00		\$ 151,550.00		\$ 182,880.00

Bids opened on 07/13/2023 at 2:00 pm
 by S. Ringler and J. Dodd

Other Invited Bidders:

- Superior Excavating, Inc
- FDM Contracting
- V.I.L. Construction

PROPOSAL

DEVELOPED FOR
Pamela Bratschi
City of Lathrup Village

27400 Southfield Rd.
Lathrup Village, MI 48076

July 24, 2023

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

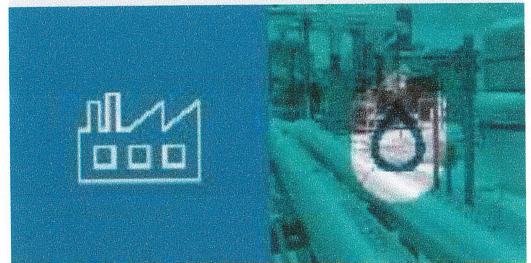
WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

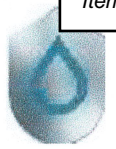
Troy, MI 48098

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

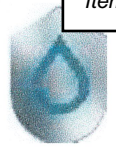
info@hydrocorpinc.com EMAIL



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SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Lathrup Village. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of 50 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss the overall program status and recommendations.
7. Provide up to six- (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community-wide public relations program including general awareness brochures and customized website cross-connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text, or email.

The above services will be provided for:

Monthly Amount: \$ 532.00	Annual Amount: \$ 6,384.00	Contract Total: \$ 12,768.00
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Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 532.00.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE by and between the City of Lathrup Village, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START-UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information, and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high-hazard facilities, special circumstances.)
- Review/establish procedures for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities, and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of the facility, (the facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five-year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain the property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation, and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain the program to comply with all EGLE regulations.

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures, and preference standards.
- Penalties for noncompliance.

- 2.7 **VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross-connection control program content.
- 2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.

2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

Complex Facilities. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner’s expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

- 2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of 100 inspections over a two-year period. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 **CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 172 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers’ compensation and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

- 3.1 **UTILITY’S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative (“Authorized Representative”) to administer this Agreement.
- 3.2 **COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 **NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 **FACILITY LISTING.** The Utility must provide HydroCorp with a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter the facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 **LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high-quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 **TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on September 1, 2023, and end two- (2) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 **RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utility’s local/regional area at the time of renewal.
- 4.3 **TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 **BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation (“Base Compensation”) for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, \$532.00 per month, \$6,384.00 annually, for a two-year contract total of \$12,768.00. Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.



- 4.5 **PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 **CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility’s water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 **CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning the Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy, and/or confidentiality except as authorized under the Freedom of Information Act.
- 4.8 **ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 **CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 **INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 **LIMITATION OF LIABILITY.** HydroCorp’s liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 **HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverages and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker’s Compensation/ Employer’s Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 **UTILITY INSURANCE.** The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 **RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of an independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 **HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 **WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 **FORCE MAJEURE.** A party’s performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume the performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 **AUTHORITY TO CONTRACT.** Each party warrants and represents that it has the authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties’ consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association. Any

arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by a nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Lathrup Village
c/o Pamela Bratschi
27400 Southfield Rd.
Lathrup Village, MI 48076
(248) 557-2600

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Lathrup Village

By: Pamela Bratschi
Title: Treasurer

HydroCorp



By: Paul M. Patterson
Its: Senior Vice President

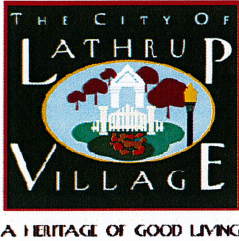
Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.





Pamela Bratschi
Assistant City Administrator/Treasurer
City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076
treasurer@lathrupvillage.org
Office: 248.557.2600 x 227

Date: August 16, 2023

To: Mayor Garrett and City Council Members

From: Pamela Bratschi, Interim City Administrator/Treasurer

Re: Proposal from HydroCorp renewal

Background:

HydroCorp has been providing the City with continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations.

HydroCorp annually will perform a minimum of 50 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, and institutional facilities and miscellaneous water users within the city served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations and prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.

Suggested Motion:

To approve the renewal proposal from HydroCorp for two years at an annual rate of \$6,384.00. For a total of \$12,768.00.

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE
FOR
REAL AND PERSONAL PROPERTY ASSESSMENT
ADMINISTRATION SERVICES
WITH THE CITY OF LATHRUP VILLAGE**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and WITH the City of Lathrup Village, a Michigan Constitutional and Municipal Corporation whose address is 27400 Southfield Road, Lathrup Village, Michigan 48076 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
2. The Parties acknowledge that absent an agreement such as this, and in accordance with MCL 211.10(f)(1), if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions this of Act, the State Tax Commission (Commission) shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of state employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.
3. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.
4. The Municipality has requested the County's Equalization Division's Assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.

- 5. The County has determined that it has sufficient "Assessment Division Personnel", possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Real and Personal Property Assessment Administration Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

§1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

1.1 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.

1.2 "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of provided equalization services, and its related activities, in adherence with MCL 211.34.

1.2.1 Any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.

1.3 "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of the larger group of County Agents as defined above. They are defined as County Agents specifically employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipalities annual assessment roll.

- 1.3.1 Any reference in this Contract to Assessment Division Personnel shall not include any County Agent employed by the County in any other function, capacity, or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.

- 1.4 "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.

- 1.5 "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.

- 1.6 "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.

- 1.7 "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.

- 1.8 "State" shall be defined as the "State of Michigan," a sovereign governmental

entity of the United States, and shall also include within its definition any, and all, departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury, unless used in this Contract to provide specific context otherwise, and will do so as:

- 1.8.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.
- 1.8.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.
- 1.8.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Labor Affairs, of the State of Michigan.

§2. PURPOSE OF COUNTY ASSESSMENT SERVICES. The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

§3. ASSESSMENT SERVICES. The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.

- 3.1 Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.
- 3.2 Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.
- 3.3 Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission *Assessors Manual*. (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.

- 3.4 Assessment Division Personnel will annually determine assessed, capped, and taxable value for each property.
- 3.5 Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.
 - 3.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.
 - 3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provide to Municipality in a timely and organized manner in order for County to process.
- 3.6 Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.
- 3.7 Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.
- 3.8 Assessment Division Personnel will prepare and maintain ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel in providing assistance when and where needed.
- 3.9 Assessment Division Personnel will sign all necessary pre-Board of Review assessment roll certifications, and attend Board of Review meetings, as required by state requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per state requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.
- 3.10 Upon request, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County.
- 3.11 Assessment Division Personnel will have the required certifications for Municipality and will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.
- 3.12 Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible Public Relations efforts with residents and business owners.
- 3.13 Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL

211.10a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is available on the County's website, and in-person as indicated on signage located at the reception area of Equalization's main office, as required by MCL 211.10a.

- 3.14 Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.
- 3.15 Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.). The Parties agree and based on the Contract Term as set forth in Section 10 of this Contract, the Assessment Division Personnel will develop each assessment roll as of December 31, 2023, for the 2024 tax year, and December 31, 2024, for the 2025 tax year.
- 3.16 Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.
- 3.17 The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers (PIN) and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

§4. MICHIGAN TAX TRIBUNAL. Assessment Division Personnel agree to assist the Municipality in its defense relating to its appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal".

- 4.1 Michigan Tax Tribunal, "Entire Tribunal Division" and "Entire Tribunal". Both Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to work together throughout the appeal process for a fair resolution, however, Assessment Division Personnel shall be the final decision-maker of all Entire Tribunal appeals.
 - 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.

- 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.
- 4.1.3 Municipality agrees, if an outside appraisal report is required for use as evidence within the Entire Tribunal, the Municipality attorney will hire the private independent fee appraiser(s), who will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, or otherwise qualified appraiser, for any non-real property appeal. Municipality further agrees the Selection of the appraiser will be made by Assessment Division Personnel, with participation and input from the Municipality attorney.
- 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2 Michigan Tax Tribunal "Residential and Small Claims Division" and "Small Claims". Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to ensure public trust, Assessment Division Personnel shall be the final decision-maker of all Small Claims appeals.
- 4.2.1 Small Claims cases Involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties, other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.
- 4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. Municipality agrees to the selection of the appraiser by the Assessment Division Personnel, with participation and input from the Municipality attorney. Assessment Division Personnel will assist the Municipality attorney and will provide final resolution for any potential settlement solution, with input from the Municipality attorney. The Parties agree Assessment Division Personnel will determine complexity of the case and/or of the property on a case-by-case basis.
- 4.2.3 Municipality agrees it will be financially responsible for all costs incurred for

any Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).

4.3 The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to appraisals, inspections, surveys, legal fees and costs, etc.).

§5. STATE TAX COMMISSION. Assessment Division Personnel agree to assist the Municipality involving any related activities, including petitioning and defense activities, relating to issues of classifications and incorrectly reported and omitted property ("MCL 211.154") involving the "State Tax Commission" and "Commission". Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemption, and/or classification matters pertaining to property located within the Municipality, and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.

§6. MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES. The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.

6.1 Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.

6.2 The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.

6.3 The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.

6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's offices.

6.4 Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.

6.5 The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own public services in other professional capacities (e.g., Treasurer, Clerk, Building

Department, etc.).

- 6.6 The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.
- 6.7 Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 6.8 This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 6.8.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.
- 6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or

obligation under the terms of this Contract.

- 6.9 Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 6.10 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 6.11 The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.

§7. LIMITS AND EXCLUSIONS ON COUNTY SERVICE. Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

- 7.1 Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. All communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal shall be directly made to the Equalization Officer and its Chiefs of the Equalization Division by the Municipality legal counsel to ensure timeliness in its notifications.
- 7.2 Except for those express statutory and any regulatory obligations incumbent

upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission or any other review body or court.

§8. MUNICIPALITY AGENTS AND THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.

8.1 Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.

8.2 The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.

8.3 The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a

County Agent. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.

§9. MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS. The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax status of any parcel including but not limited to the following:

- 9.1 The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development/TIF plans.
- 9.2 The establishment of Economic Development/Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.
- 9.3 The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
- 9.4 The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
- 9.5 The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 9.6 The Municipality will be responsible for maintaining a paper trail of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.
- 9.7 The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.
- 9.8 The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a Monthly Basis.
- 9.9 The Municipality agrees to keep the County current with, and be responsible for, the following functions.
 - 9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.

9.9.2 Maintain current address and name changes, including any and all parcel owner and occupant names.

9.10 The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, etc. as to not impede their work. Accommodation will also be made for the public who come for assessing related inquiries, particularly during times when Boards of Review are in-session.

§10. TERM AND PAYMENT SCHEDULE OF CONTRACT. The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.

10.1 The Contract term shall be from July 1, 2023, through June 30, 2025.

10.2 For the period from July 1, 2023 through June 30, 2024 (“Contract Year 23-24”), the Municipality shall pay to the County the sum of **\$16.05** for each parcel of Real Property description and **\$14.27** for each Personal Property parcel description. Payment for Contract Year 23-24 is due and payable on or before **July 1, 2024**. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

10.3 For the period from July 1, 2024, through June 30, 2025 (“Contract Year 24-25”), the Municipality shall pay to the County the sum of **\$16.69** for each parcel of Real Property description and **\$14.84** for each Personal Property parcel description. Payment for Contract Year 24-25 is due and payable on or before **July 1, 2025**. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

10.4 The Municipality shall be responsibility for postage for any and all real and personal property statements and any and all real and personal property notices mailed for all work performed under this Contact.

10.5 In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits of the County Agents performing said tasks.

10.6 The Parties agree this Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract’s conclusion date as provided herein, without any further act or notice from either Party being required.

- 10.7 No less than 30 days prior to the Contract's ending date, both Parties may mutually agree to extend this contract for a period of no more than 180 days from the original Contract's ending date. Any, and all, County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.
- 10.8 If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 10.9 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.
- 10.10 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 10.11 Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- 10.12 The Parties agree that this and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the

Oakland County Board of Commissioners and the Governing Body of the Municipality The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the Clerk of the County and the Clerk for the Municipality.

- 10.13 The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.
- 10.14 The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.

§11. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

- 11.1 At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 11.2 The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

§12. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO THE COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or the Equalization Division any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

- 12.1 The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other

Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

- 12.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 12.3 The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 12.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§13. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

- 13.1 The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 13.2 Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§14. INDEMNIFICATION, LIABILITY AND INSURANCE. The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.

- 14.1 The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.

- 14.2 In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

- 14.3 Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

14.4 Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.

14.5 The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance or non-performance of this Contract agreement caused by circumstances which are beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").

§15. **INDEPENDENT CONTRACTOR.** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

§16. **COUNTY PRIORITIZATION OF COUNTY RESOURCES.** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.

§17. **NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.

§18. **CONFIDENTIALITY.** The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with

such record information.

§19. **CONSTRUED AS A WHOLE.** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.

§20. **CAPTIONS.** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.

§21. **NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

§22. **WAIVER OF BREACH.** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.

§23. **ENTIRE CONTRACT.** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

IN WITNESS WHEREOF, MyKale Garrett, Mayor of the City of Lathrup Village, hereby acknowledges that she has been authorized by a resolution of the Governing Body of the City of Lathrup Village, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Lathrup Village to the terms and conditions of this Contract.

EXECUTED: _____
MyKale Garrett, Mayor
City of Lathrup Village

DATE: _____

WITNESSED: _____
Kelda London, Clerk
City of Lathrup Village

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of the Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson Oakland County Board
of Commissioners

WITNESSED: _____ DATE: _____

(Print Name) _____ DATE: _____
County of Oakland



Pamela Bratschi
Interm City Administrator/Treasurer
City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076 treasurer@lathrupvillage.org
Office: 248.557.2600 x 227

COUNCIL COMMUNICATION:

- TO:** Mayor Garrett and City Council Members
- FR:** Pamela Bratschi, Assistant City Administrator/Treasurer
- DA:** August 15, 2023

- RE:** Oakland County Equalization – City of Lathrup Village – Assessing Services Contract

The City of Lathrup Village contracts with the Oakland County Equalization for Assessing Services. The current contract expired on June 30, 2023. There is a 4% increase this year. In summary, the cost per parcel to the city will be as follows:

Contract Year	Real Property Rate	Personal Property Rate
2012-2023	\$15.43	\$13.72
2023-2024	\$16.05	\$14.27

Suggested Motion:

To approve the Oakland County Equalization – City of Lathrup Village Contract for Assessing Services through June 30, 2024, and authorize the Mayor and City Clerk to sign the related documents.

memorandum

DATE: August 16, 2023
TO: Mayor Kelly Garrett and Lathrup Village City Council
FROM: Jill Bahm & Eric Pietsch, Giffels Webster
SUBJECT: Zoning Amendment – Mobile Food Vending (Food Trucks)

Previous Discussion

At the August 15, 2023 meeting, the Planning Commission held a public hearing to consider public comment regarding the proposed ordinance text amendment to allow food trucks to be located in both the VC -Village Center zoning district and the MX -Mixed Use zoning district. No members of the public were present to add comments to the record and the Planning Commission moved to recommend approval of the proposed text amendment and forward to City Council for adoption. The draft text amendment document is attached to this memo.

The remainder of this memo is provided as background.

Introduction

What prompted this amendment?

Over the past several months, the Community & Economic Development Department (CEDD) had received requests from business/property owners to host food trucks on-site. In all instances, the prospective food truck locations were outside of the VC District, which is the only district where they are permitted. It was found that most instances requested a location in the Mixed Use or Commercial Vehicular Districts. The mobile vending units were also typically part of a larger event organized for a specific business, similar to having an event catered. There have been instances, however, when mobile food vendors were told to relocate to a permitted district.

Current Ordinance

The administrative site plan review standards of Article 6 include mobile food vending as a temporary land use in the Village Center District only and outlines a number of conditions under Section 6.1.B.xii.

Considerations

What are the appropriate options for expanding the permitting of mobile food vending beyond solely the Village Center District?

At the July 18th meeting, the Community and Economic Development Department asked the Planning Commission to discuss amending the zoning ordinance to expand the permitted districts in which mobile

food vendors may locate, and to provide a mechanism for businesses wishing to incorporate mobile food vendors into their events.

After discussion and consideration, the Planning Commission supports amending the ordinance to permit mobile food vendors to be located in the MX (Mixed Use) District in addition to the Village Center District. All standards of Section 6.1.B.xii, a through m, will remain the same except standard a. Location, will read,

*Mobile food vending is permitted in the Village Center **and Mixed Use** Districts on private property that is vacant or used for non-residential purposes. The vendor must provide approval of the property owners. Mobile food vending units shall be located and maintained on a dust-free surface and shall not be placed on existing landscaped areas.*

Allowing mobile food vending in the CV, Commercial Vehicular District was considered but determined to not provide the adequate space and functionality as properties in the MX District would. There are no changes to the general code with this proposed zoning ordinance amendment.

Amend Article 6.1, Administrative Site Plan Review, to revise Section 6.1.B.xii., – Mobile Food Vending

Amend Article 6, Development Procedures, to amend the language of Section 6.1.B.xii. to allow food trucks in the MX district as follows:

Section 6.1.B.xii. Mobile Food Vending as a Temporary Land Use, subject to the following conditions:

- a. Location. Mobile food vending is permitted in the Village Center and Mixed Use Districts on private property that is vacant or used for non-residential purposes. The vendor must provide approval of the property owners. Mobile food vending units shall be located and maintained on a dust-free surface and shall not be placed on existing landscaped areas.
- b. Number of Vendors. There is no limit on the number of mobile food vendors allowed on a site, provided that all of the requirements of this section are met. However, if there are more than two mobile food vending units on a parcel at any one time, the following shall apply: 1) a designated on-site manager is required to direct traffic flow and maintain the site as described in this section, and 2) a restroom shall be provided within 200 ft of the vending area.
- c. Duration. A mobile food vending unit may be allowed to park at an approved location for up to 3 days per year. The Zoning Administrator may grant two additional 3-day periods if the applicant has satisfied all of the requirements of this section. A vendor may seek a new approval for a location on a different property in the City within the same calendar year.
- d. Goods available. Mobile food vending units may only sell food and non-alcoholic beverages. Sales of alcoholic beverages are prohibited. No other goods or services may be sold from a mobile food vending unit.
- e. Trash and upkeep. Mobile food vending units and the area upon which they are temporarily located shall be kept in good repair and free of refuse and debris. A trash receptacle shall be provided and emptied daily, or more frequently to meet demand.
- f. Hours of operation. Mobile food vending units shall not be in operation between the hours of 10 p.m. and 7 a.m. The Zoning Board of Appeals may extend operating hours upon finding that such extension will not negatively impact adjacent uses.
- g. Parking. Mobile food vending units shall not occupy any parking spaces required for the existing use of the property. The City may take into consideration seasonal variation in parking demand and building occupancy when making this determination. There shall be at least three parking spaces for the mobile food vending unit provided and maintained on a dust-free surface.
- h. Site amenities permitted. Mobile food vending units may provide seating for up to twelve customers within 30 ft of the mobile food vending unit. Such seating shall not occupy any required parking spaces and shall be kept in good repair. One additional parking space shall be provided for every two seats.
- i. Signage. Mobile food vending units may be painted with signage but shall not have any signs or otherwise objects that otherwise attract attention projecting from the unit. No additional site signage is permitted.
- j. Sound. Sound amplifying equipment is prohibited. The decibel level of any equipment used in association with the mobile food vending unit, including generators, shall not exceed 70 decibels (dB) as measured at the property lines.
- k. Lighting. Mobile food vending units shall be lit with available site lighting. No additional exterior lighting is permitted unless permitted by the zoning board of appeals upon finding that proposed exterior lighting mounted to the mobile vending unit will not spill over on to adjacent residential uses as measured at the property line.

- I. Temporary restroom facilities. Temporary restroom facilities, if provided, shall only be placed on the subject property from one day before until one day after the approved mobile vending dates. Any temporary restroom facility shall be placed a minimum of 100 ft from a single-family residential use, as measured from the property line.

- m. Permits. Administrative approval is valid for the duration of the mobile food vending in the approved location, but in no case greater than 3 days, unless granted an extension of the site plan for two additional 3-day periods in one calendar year. The mobile food vendor shall comply with all additional required permits and licenses as applicable.

memorandum

DATE: August 16, 2023
TO: Mayor Kelly Garrett and Lathrup Village City Council
FROM: Jill Bahm & Eric Pietsch, Giffels Webster
SUBJECT: Zoning Amendment – Self-Service Laundromat Facilities

At the August 15th, 2023 meeting, the Planning Commission held a public hearing to consider public comment regarding the proposed ordinance text amendment to add self-service laundromat facilities as a principal permitted use in the MX -Mixed Use zoning district. No members of the public were present to add comments to the record. The Planning Commission moved to recommend approval of the proposed text amendment and forward to City Council for adoption, subject to clarification of the parking requirement to read as follows: One (1) parking space for every four (4) laundry machines. This standard is reflected in the updated text amendment attached to this memo.

The remainder of this memo is provided as background.

Previous Discussion

Over the course of two regular meetings, the Planning Commission discussed self-service laundry facilities, issues to be considered and draft ordinance language. Research included area zoning codes as well as those outside the region. Locally, while laundry facilities are commonly listed as a principal permitted use, standards were limited. Outside the region, however, we were able to identify a few standards that seemed to address some of the concerns of the Planning Commission with respect to the type of services - focusing on the laundromat being more of a personal service than an industrial use.

Introduction

What prompted this amendment?

A developer intends to renovate the interior and exterior of a multi-tenant commercial facility with one of the tenant lease spaces proposed to be a laundromat facility. The zoning ordinance does not identify laundromats as a principal permitted use or special land use in any of the zoning districts, so the Planning Commission was asked to consider if laundromats may be considered under a similar use contained in the ordinance or if an amendment to provide specific direction and standards for laundromat uses should be pursued.

Current Ordinance

The ordinance does not include any provisions for laundromat facilities.

Recommendation

See attached proposed ordinance language.

Amend Article 2, Definitions, to add Self-Service Laundromat as a defined term.

Section 2.2. **Self-Service Laundromat.** Commercial establishments offering self-pay and self-operated washing machines and dryers for public use. Excludes commercial laundries, dry cleaning plants, and other similar heavy commercial/industrial uses.

Amend Article 3, Zoning Districts, to add Self-Service Laundromat as a principal permitted use in the MX -Mixed Use Zoning District.

Section 3.1.9.B.xv. Self-Service Laundromat

Amend Article 4, Use Standards, to add a new standard:

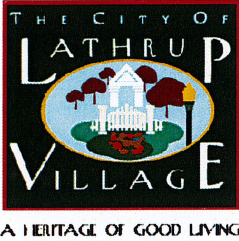
Section 4.20 Self-Service Laundromat

- 1. Service shall be rendered directly to customers who shall bring in and take away the articles to be cleaned.
- 2. The entire cleaning and drying process shall be carried on within completely enclosed solvent cleaning units.
- 3. All solvents used in the cleaning process and the vapors therefrom shall be nonexplosive and nonflammable.

Amend Article 5, Site Development Standards, to add a new off-street parking standard:

Section 5.13.13.C. Business and Commercial Uses

- xv. One (1) parking space for every four (4) laundry machines.



Pamela Bratschi
Assistant City Administrator/Treasurer
City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076
treasurer@lathrupvillage.org
Office: 248.557.2600 x 227

Date: August 16, 2023

To: Mayor Garrett and City Council Members

From: Pamela Bratschi, Interim City Administrator/Treasurer

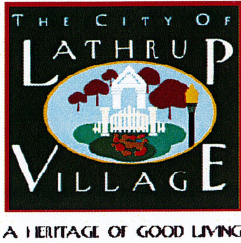
Re: Reappointment of Will Fobbs to the Lathrup Village Planning Commission

Background:

Planning Commissioner Will Fobbs, whose term will end on August 31, 2023, has agreed to continue serving on the Lathrup Village Planning Commissioner. His new term will end on August 31, 2026

Suggested Motion:

Reappoint Will Fobbs to the Lathrup Village Planning Commission for the term expires on August 31, 2026



Pamela Bratschi
Assistant City Administrator/Treasurer
City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076
treasurer@lathrupvillage.org
Office: 248.557.2600 x 227

Date: August 16, 2023

To: Mayor Garrett and City Council Members

From: Pamela Bratschi, Interim City Administrator/Treasurer

Re: Motion to Elect a Representative to Attend the Michigan Municipal League
Annual Convention

Background:

Pursuant to the provisions of the League Bylaws, Lathrup Village is requested to designate by action of the governing body one official who will be in attendance at the convention as an official representative to cast the vote of the municipality at the Annual Meeting.

Suggested Motion:

To Nominate Councilmember Jalen Jennings to represent Lathrup Village at the Michigan Municipal League Annual Convention.