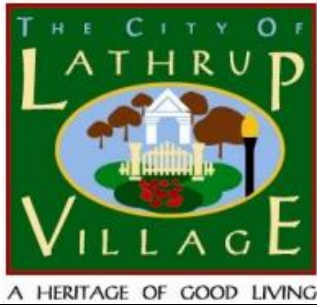




City Council Special Meeting

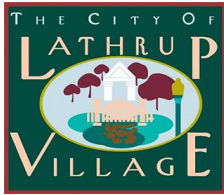
Monday, August 03, 2026 at 6:00 PM

27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order** by Mayor Kantor
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**
5. **Public Comments for Items on the Agenda** (Speakers are limited to 3 minutes)
6. **Action Requests - For Consideration / Approval**
 - A. Request to Approve Resolution #2026-14 - MNRTF Municipal Park Playscape Development Project Agreement
 - B. First Reading - Ordinance #2026-01 - An Ordinance to Amend the City of Lathrup Village Code of Ordinances at Chapter 77. Urban Redevelopment, Article III. Workforce Housing PILOT, by Amending Section 77-57, Duration and Recorded Restrictive Covenant, to Provide Authority-Aided Mortgage Extension Exemptions
7. **Discussion Items**
 - A. Chipping Services
 - B. Sarrackwood Park
 - C. Giffels Webster
8. **Public Comment** (Speakers are limited to 3 minutes)
9. **Mayor and Council Comments**
10. **Adjourn**

ADDRESSING THE CITY COUNCIL

- Your comments shall be made during times set aside for that purpose.
- Stand or raise a hand to indicate that you wish to speak.
- When recognized, state your name and direct your comments and/or questions to any City official in attendance.
- Each person wishing to address the City Council and/or attending officials shall be afforded one opportunity of up to three (3) minutes duration during the first and last occasion for citizen comments and questions and one opportunity of up to three (3) minutes during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
- In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.
- No speaker may make personal or impertinent attacks upon any officer, employee, or City Council member or other Elected Official, that is unrelated to the manner in which the officer, employee, or City Council member or other Elected Official performs his or her duties.
- No person shall use abusive or threatening language toward any individual when addressing the City Council.
- Attendees are permitted to make video and sound recordings of the public meeting. However, video recording devices shall only be permitted in a designated area, and the device shall remain there through the duration of the meeting.
- Any person who violates this section shall be directed by the Mayor to be orderly and silent. If a person addressing the Council refuses to become silent when so directed, such person may be deemed by the Mayor to have committed a "breach of the peace" by disrupting and impeding the orderly conduct of the public meeting of the City Council and may be ordered by the Mayor to leave the meeting. If the person refuses to leave as directed, the Mayor may direct any law enforcement officer who is present to escort the violator from the meeting.



City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076
www.lathrupvillage.org | (248) 557-2600

Item A.

TO: Mayor & City Council
FROM: Mike Greene – City Administrator
DATE: August 3, 2026
RE: MNRTF Municipal Park Project Agreement

Background Brief: As the Council is aware, the City has been awarded a grant up to \$400,000 via the Michigan Natural Resource Trust Fund as part of the recently approved State budget. The purpose of this grant award is to redevelop the Municipal Park playscape area. This project also has received funding from Oakland County via their ARPA program (~\$130,000).

The City has a unique problem to have. We have competing timelines between the County ARPA funding needing to be spent and the Trust Fund grant. The Trust Fund will not consider items to be reimbursable until after the project agreement is executed with the DNR, which is typically 30-60 days after the City submits an approved project agreement. However, the City needs to spend the County ARPA funds before the end of August, or the City may be subject to return the funds due to ARPA regulations.

The purpose of this agenda item is for Council to formally consider accepting the Trust Fund grant and approving the proposed resolution. This will allow staff to submit all approvals to the DNR and start the formal approval process for that grant.

From there, the City will consider approving the purchase of a portion of the playscape project during the August 17 regular meeting to meet the needs of the ARPA grant. NOTE: For the ARPA grant, the project does not need to be completed; the money only needs to be spent (project deposit will qualify). Then, after DNR formally approves the project agreement, the Council will consider formally approving the rest of the project that will be considered reimbursable via the Trust Fund.

Previous Action: N/A

Economic Impact: Approval of the enclosed resolution commits the City to at least 33% of the project costs, covered by a potential GameTime grant, General Fund Balance and/or DDA Fund Balance.

Recommendation: It is my recommendation to approve the enclosed resolution.

Recommended Motion:

Moved by Councilmember, _____ seconded by Councilmember _____, to approve Resolution #2026-14 – Michigan Natural Resources Trust Fund Municipal Park Playscape Development Project Agreement.

Bruce Kantor
Mayor

Kelly Garrett
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

John Sousanis
Council Member

**CITY OF LATHRUP VILLAGE
OAKLAND COUNTY, MICHIGAN**

Item A.

**RESOLUTION #2026-14
MICHIGAN NATURAL RESOURCES TRUST FUND
MUNICIPAL PARK PLAYScape DEVELOPMENT PROJECT AGREEMENT**

At a special meeting of the City Council of the City of Lathrup Village, Oakland County, Michigan (the "City"), held on the 3rd day of August 2026.

PRESENT:

ABSENT:

The following preamble and Resolution were offered by _____ and seconded by _____.

BE IT RESOLVED, the City of Lathrup Village (CITY) does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources (DEPARTMENT), and the CITY does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide two hundred thousand dollars (\$200,000) to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

YEAS:

NAYS:

ABSENT/ABSTAIN:

STATE OF MICHIGAN)

)ss

COUNTY OF OAKLAND

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Lathrup Village, Oakland County, Michigan at a special meeting duly called and held on the 3rd day of August 2026, the original of which resolution is on file in my office, and that notice of said meeting was given, the meeting was held and the minutes filed in accordance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, as amended.

Alisa Emanuel
City Clerk



Michigan Natural Resources Trust Fund Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **City of Lathrup Village** in the county of **Oakland County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **21 of 2026**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Lathrup Village Municipal Park Playground Replacement Project #: TF25-0090

Grant Amount: \$400,000.00 67% PROJECT TOTAL: \$600,000.00

Match Amount: \$200,000.00 33%

Start Date: Date of Execution by DEPARTMENT End Date: 07/24/2028

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/22/2026 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

GJ67JS51GRN3

Unique Entity Identifier

CV0048619 CV0048619

SIGMA Vendor Number

SIGMA Address Code

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: _____

Christie Bayus, Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF25-0090** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **07/24/2026** through **07/24/2028**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.

Access Pathway 5'-6'
ADA Parking Striping & Signage
Play Equipment (including safety surfacing)

6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Sixty-Seven percent (67%) of Six Hundred Thousand dollars (\$600,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Four Hundred Thousand dollars (\$400,000.00)**.
 - b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

- i. Payments will be made on a reimbursement basis at **Sixty-Seven percent (67%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.

- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Hundred Thousand dollars (\$200,000.00)** in local match. This sum represents **Thirty-Three percent (33%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential

- membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2026** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 10/31/2028**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2028**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
- a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that the project area or any portion thereof will not be converted to a use other than public outdoor recreation use without prior written approval of the DEPARTMENT and the BOARD. Any such action will require mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and equal or greater market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.

29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.



Rendered in Custom Malibu Palette

Lathrup Village Municipal Park Playground 2026



A PLAYCORE Company

www.gametime.com



www.sinclair-rec.com



Rendered in Custom Malibu Palette

Lathrup Village Municipal Park Playground 2026



Rendered in Custom Malibu Palette



Lathrup Village Municipal Park Playground 2026



Rendered in Custom Malibu Palette



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www.gametime.com

Lathrup Village Municipal Park Playground 2026



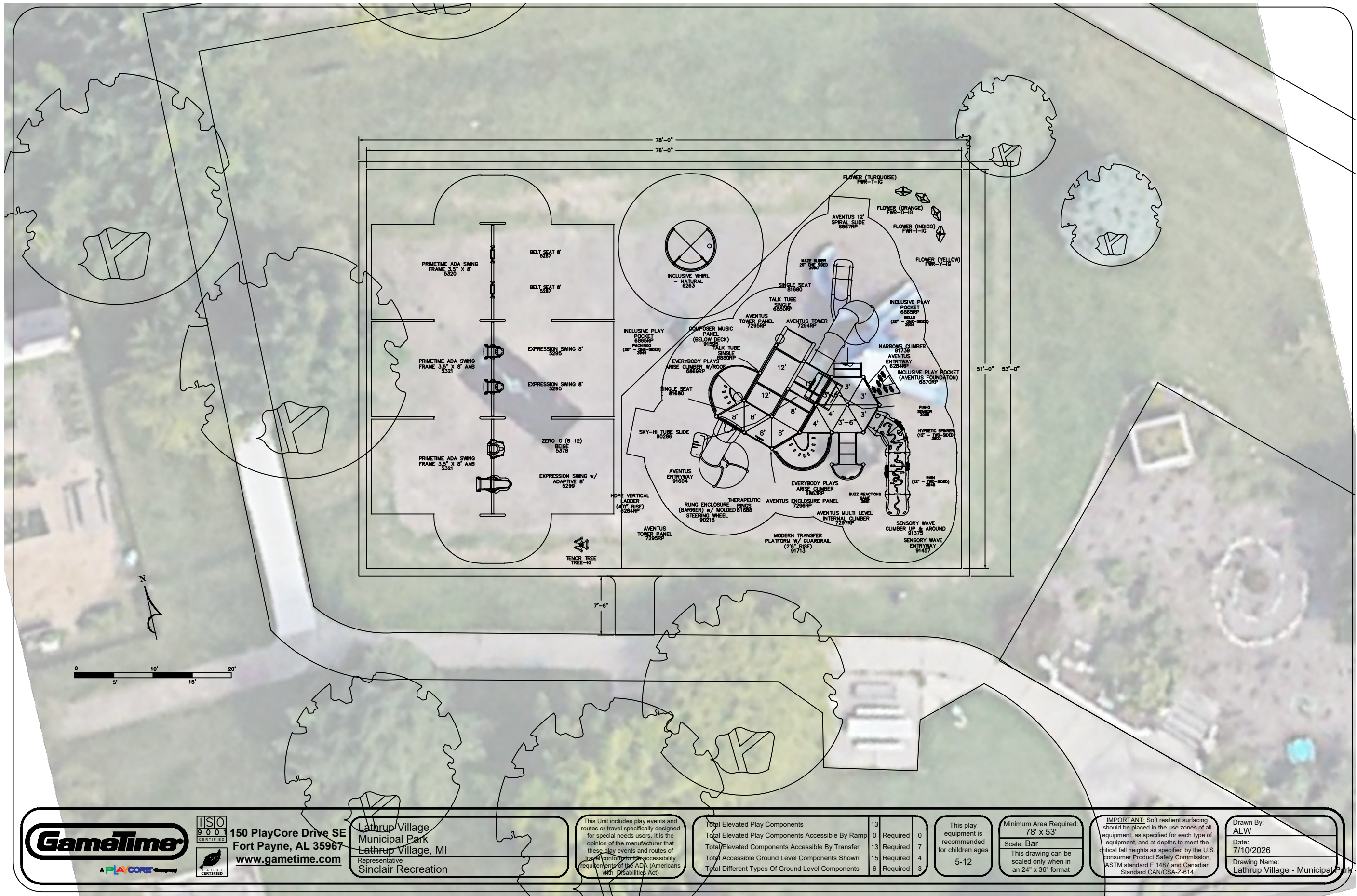
www.sinclair-rec.com



Rendered in Custom Malibu Palette



Rendered in Custom Malibu Palette



2026 Playground Proposal - Grant Check with Order - Additional Concrete work

Customer:

CITY OF LATHRUP VILLAGE
27400 SOUTHFIELD RD
LATHRUP VILLAGE, MI 48076-3489
United States

Ship to Zip: 48076-3489

Prepared for:

Mike Green
Phone: 248-557-2600 Ext. 225
mgreene@lathrupvillage.org

Prepared by:

Playcore Wisconsin Inc, dba GameTime
150 Playcore Drive SE
Fort Payne, AL 35967
Ph: 800-444-4954
Fax: 616-392-8634

Quantity	Part #	Description	Unit Price	Amount
1	Freenotes Flowers Ensemble IG	Freenotes Harmony Park - Freenotes Flowers Inground Ensemble Collection	\$6,373.00	\$6,373.00
1	TREE-IG	Freenotes Harmony Park - Tenor Tree - (With Inground Mount Kit)	\$6,868.00	\$6,868.00
1	6263	GameTime - Inclusive Whirl - Natural	\$18,034.00	\$18,034.00
1	RDU	GameTime - Swings with Seats Does not include safety belt for the Adaptive Expression swing as it does not meet ASTM 1487 guidelines for public use playgrounds. • (2) 5287 – Belt Seat for 8' Toprail • (2) 5295 – Expression Swing 8' Toprail Height • (1) 5299 – Expression Swing w/Adaptive Seat • (1) 5320 – 8' ADA Primetime Swing Frame • (2) 5321 – 8' ADA Primetime Swing Add-A-Bay • (1) 5378 – Zero-G (5-12) Beige 8' Height	\$12,869.00	\$12,869.00
1	RDU	GameTime - Modified Dallas Dazzler Unit for 5-12 year olds • (2) 6880RP – Aventus Talk Tube • (1) 3903 – Hypentic Wheel 12" 2S • (1) 3904 – Bells 20" 1S • (1) 3945 – Rain 12" 2S • (1) 3949 – Pachinko 20" 1S • (1) 3960 – Maze Panel Sensor 20" One Sided • (1) 3961 – Buzz Game Sensor 20" one sided • (1) 3965 – Rotogen Piano 20" Sensor with Adaptive • (7) 16701 – Ada 49" Tri Punch Steel Dk • (2) 6284RP – Aventus Entryway • (1) 6863RP – Arise Climber • (2) 6865RP – Inclusive Play Pocket • (1) 6867RP – Aventus Tower 12' Slide • (1) 6869RP – Arise Climber w/Cover • (1) 6870RP – Inclusive Play Pocket (Tower) • (1) 7294RP – Aventus Tower • (2) 7295RP – Aventus Tw Steel Panel Med • (1) 7296RP – Aventus Tw Steel Panel Sm • (1) 7297RP – Aventus Internal Climber-Steel	\$191,264.00	\$191,264.00

QUOTE

106612-01-03 • 07/24/2026



A PLAYCORE Company

- (4) 80001 – 49" Tri Punched Steel Deck
- (2) 81680 – Single Seat
- (1) 81688 – Therapeutic Rings Attch
- (1) 90218 – Rung Encl Mold S. Whl & Bar, Above Dk
- (2) 90266 – 8' Upright, Alum
- (1) 90267 – 9' Upright, Alum
- (3) 90268 – 10' Upright, Alum
- (1) 90269 – 11' Upright, Alum
- (1) 90272 – 14' Upright, Alum
- (2) 90273 – 15' Upright, Alum
- (1) 90286 – 8' Sky Hi Spiral Tube Slide, 30" Dia
- (1) 91375 – PS Sensory Wave Up & Around (3' & 3'
- (1) 91457 – Sensory Wave Entryway
- (1) 91595 – Composer
- (1) 91604 – HDPE Vertical Ladder 4'0"
- (1) 91713 – Modern Transfer w/Guard 2'-6" Rise
- (1) 91739 – Narrows Climber (3'-4'6")
- (1) 91827 – 5" Upright Extension w/ Cap 5'
- (5) 91832 – 5" Upright Extension w/o Cap 8'
- (1) 91846 – 5" Upright Extension w/o Cap 7'
- (2) G90269 – 11' Upright, Galv
- (5) G90271 – 13' Upright, Galv
- (2) G90273 – 15' Upright, Galv

3876	PIP	GT-Impax - Poured in Place Surfacing, 50% standard color / 50% black, 5.25" thick for a 12' CFH	\$39.00	\$151,164.00
Price includes supply and installation of 8" crushed stone subbase to bring playground to grade of existing concrete walkway Does NOT include site security while PIP material cures.				
1	INSTALL	Installation - Installation of GameTime equipment and Freenotes musical instruments	\$124,200.00	\$124,200.00
Price includes: • Remove and dispose of existing structure and swings • Excavate the existing 3,000 SF of EWF play area to a depth of 12" and haul spoils offsite. • Excavate 1,000 Sf of new playground area outside of the existing area to a depth of 9.5" and haul spoils offsite • Install all proposed playground equipment • Furnish and install reinforced concrete border with keyway for PIP • Furnish and install concrete walkway • Saw-cut and remove the curb and gutter in parking lot and install an ADA ramp with tactile mat and a 20' x 6' x 4" concrete walkway to the existing sidewalk. • Restore all areas disturbed to construction				

QUOTE

106612-01-03 • 07/24/2026



Contract: OMNIA #2017001134

Sub Total	\$510,772.00
Grant	(\$98,232.06)
Freight	\$4,760.00
Grand Total	\$417,299.94

Comments

Matching Grant Funds are available until October 23rd, 2026 at 12PM EST **or** until Grant funds are no longer available. Approved grant application is required. To receive full grant funding, a check of \$141,935.94 **must be received at the time of order.**

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 12-14 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

NOTE: To qualify for the GameTime Grant, you must complete the application form for pre-approval. Upon approval, a Partial Matching Grant (reflected in the pricing shown above) is good toward the purchase of a new Powerscape, PrimeTime, XScape or Ionix Structure only. The order **MUST** be received no later than October 30th, with full payment to allow for processing, and your order will ship within 6-10 weeks from date of order placement and must ship prior to December 31st. The Grant does not apply toward Freight, Freestanding Items, Surfacing or Installation. To qualify for the matching grant amount shown above, a check for the **full** amount **MUST** accompany your order.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

QUOTE

106612-01-03 • 07/24/2026



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Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal/state/federal permits or paperwork that may be required.

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Please make P.O.s out to Playcore Wisconsin dba GameTime

Signature: _____

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: \$417,299.94

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

(For Accounts Payable)

(To call before delivery)

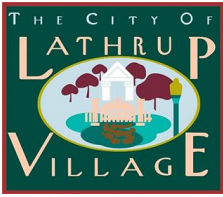
Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.



City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076
www.lathrupvillage.org | (248) 557-2600

Item B.

TO: Mayor & City Council
FROM: Mike Greene – City Administrator
DATE: August 3, 2026
RE: 1st Reading – PILOT Ordinance Amendment

Background Brief: In July 2025, the City Council approved Ordinance #2025-01, an ordinance to amend the City of Lathrup Village Code of Ordinances at Chapter 77. Urban Redevelopment, by Adding a New Article, Article III. Workforce Housing PILOT, to Provide for Approval of an Exemption From Ad Valorem Property Taxes for Housing, as Authorized by Provisions of the State Housing Development Authority Act of 1966, Public Act 346 of 1966, As Amended, MCL 125.1401, ET SEQ.

Since that time, the Council has also approved a PILOT agreement for the redevelopment of the Annie Lathrup School Property. The proposed amendment to the City's Workforce Housing PILOT Ordinance is recommended in response to feedback received from the Michigan State Housing Development Authority (MSHDA) during its review of the financing structure for the proposed workforce housing project.

The current ordinance requires City Council approval for all PILOT extensions. MSHDA has advised that projects financed with an Authority-aided mortgage require a more predictable, by-right extension mechanism tied to the duration of the MSHDA financing. This approach provides the long-term certainty necessary for underwriting and financing affordable and workforce housing developments.

The proposed amendment creates a separate extension provision specifically for MSHDA-financed projects while retaining the City's existing extension requirements for all other PILOT projects. Under the amendment, MSHDA-financed projects would be eligible for an automatic extension beyond the initial 15-year term, provided the MSHDA mortgage remains outstanding and the required restrictive covenant remains in effect, up to a maximum of 40 years. The property owner would be required to provide annual documentation verifying the MSHDA financing remains active.

These revisions align the City's ordinance with MSHDA's model tax abatement ordinance and practices utilized by other Michigan communities, including the City of Detroit. They also ensure consistency with the PILOT resolution previously approved for the project by linking the duration of the tax exemption to the period of MSHDA financing and other governmental support, improving the project's financial feasibility while maintaining the City's oversight of non-MSHDA PILOT projects.

Excerpt of City of Detroit PILOT Ordinance as reference:

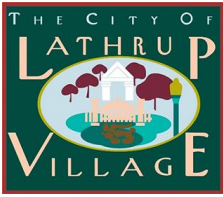
Bruce Kantor
Mayor

Kelly Garrett
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

John Sousanis
Council Member



City of Lathrup Village
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Lathrup Village, MI 48076
www.lathrupvillage.org | (248) 557-2600

Item B.

6 **Sec. 44-4-117. Duration.**

7 The exemption from taxation granted by Section 44-4-113 of this Code must remain in
8 effect in accordance with the following:

- 9 (1) For a Government-aided housing project, for as long as the federally-aided or
10 authority-aided mortgage or advance or grant from the Authority is outstanding,
11 but not more than 50 years. City Council may approve by resolution a different
12 period of time for the exemption to remain in effect.
- 13 (2) For a Fast track or workforce housing project, for up to 15 years so long as the
14 housing project maintains eligibility and remains subject to a covenant running with
15 the land that restricts the use of the housing project to Fast track or workforce
16 housing. If that housing project maintains eligibility and continues to be subject to
17 said covenant after that period, the housing project will be eligible for by-right
18 renewal of the pilot for up to 15 years while eligibility is maintained and the
19 covenant remains, except as otherwise provided by law.

Previous Action: 7-21-25 – Adoption of PILOT Ordinance

Economic Impact:

Recommendation: It is my recommendation to approve the 1st reading and schedule a 2nd reading.

Recommended Motion:

Moved by Councilmember, _____ seconded by Councilmember _____, to approve the 1st Reading of Ordinance #2026-01 - An Ordinance to Amend the City of Lathrup Village Code of Ordinances at Chapter 77. Urban Redevelopment, Article III. Workforce Housing PILOT, by amending Section 77-57, Duration and Recorded Restrictive Covenant, to Provide Authority-Aided Mortgage Extension Exemptions, and to schedule a 2nd Reading for August 17, 2026.

Bruce Kantor
Mayor

Kelly Garrett
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

John Sousanis
Council Member

ORDINANCE NO. 2026-01

**CITY OF LATHRUP VILLAGE
OAKLAND COUNTY, MICHIGAN**

**AN ORDINANCE TO AMEND THE CITY OF
LATHRUP VILLAGE CODE OF ORDINANCES AT
CHAPTER 77. URBAN REDEVELOPMENT, ARTICLE III. WORKFORCE HOUSING
PILOT, BY AMENDING SECTION 77-57, DURATION AND RECORDED RESTRICTIVE
COVENANT, TO PROVIDE AUTHORITY-AIDED MORTGAGE EXTENSION
EXEMPTIONS**

THE CITY COUNCIL OF THE CITY OF LATHRUP VILLAGE ORDAINS:

PART I. TITLE.

This Ordinance shall be known as the “Workforce Housing PILOT Ordinance”.

PART II. ORDINANCE AMENDMENT.

Chapter 77. Urban Redevelopment, Article III. Workforce Housing PILOT, of the City of Lathrup Village Code of Ordinances is hereby added to read as follows in its entirety:

ARTICLE III. WORKFORCE HOUSING PILOT

Sec. 77-50. TITLE.

This Ordinance shall be known and cited as the “Lathrup Village Workforce Housing PILOT Ordinance.”

Sec. 77-51. PREAMBLE

It is a proper public purpose for the City of Lathrup Village to encourage the development or rehabilitation of workforce housing for persons and families whose household income is not greater than 120% of area median income by exempting such housing from all ad valorem property taxes imposed by any taxing jurisdiction and providing for payment of an annual service charge for public services in lieu of all such taxes. A PILOT, or service charge payment in lieu of taxes, is an effective means of incentivizing the construction of workforce housing. A stable and predictable service charge

paid in lieu of all ad valorem property taxes for a fixed period is essential to the determination of the economic feasibility of workforce housing projects developed or rehabilitated in reliance on such tax exemption. The City is authorized by section 15a of Public Act 346 of 1966, as amended, MCL 125.1415a, to establish, or change by any amount it chooses, the service charge to be paid in lieu of all ad valorem taxes in accordance with section 15a with respect to new or rehabilitated workforce housing, but not an amount that exceeds the taxes that would be paid but for this authorization or the other limitations imposed by that section. Because workforce housing for individuals and families whose household income is not greater than 120% of area median income is a public necessity, and because the City will be benefited and improved by such housing, encouraging the same through an ad valorem property tax exemption is a valid public purpose.

Sec. 77-52. DEFINITIONS.

Unless otherwise specified herein, the terms used in this article shall be defined as follows:

Additional Amount. Shall mean an amount equal to the difference between the following:

- (1) the millage rate levied for operating purposes by the County multiplied by the current Taxable Value of a workforce housing project for which a PILOT Resolution has been adopted, and
- (2) the amount of the annual service charge paid in lieu of ad valorem property taxes by the housing project under Sec. 77-53(C) that is distributed to the County pursuant to MCL 125.1415a(5).

Annual Shelter Rent. Shall mean the total collections during an agreed annual period from or paid on behalf of the occupants of a housing project representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants and paid for by the housing project.

Area Median Income. Shall mean the midpoint of the Detroit-Warren-Livonia, MI HUD Metro FMR (Fair Market Rent) Area's household income distribution as calculated by the U.S. Department of Housing and Urban Development.

Authority. Shall mean the Michigan State Housing Development Authority.

County. Shall mean the County of Oakland.

PILOT Resolution. Shall mean a project-specific resolution adopted by the City Council

that approves a housing project for exemption under this Ordinance.

Restrictive Covenant. Shall mean a recorded agreement between Sponsor and the City running with the land that restricts the use of the housing project to workforce housing, as defined in this Ordinance, for a period not to exceed 15 years, or such greater or lesser period of time as may be authorized by state law and as may be required by the PILOT Resolution.

Sponsor. Shall mean any person or entity applying for a workforce housing exemption under this Ordinance, and includes any person or entity who subsequently owns the housing project.

Taxable Value. Shall mean taxable value as calculated under section 27a of the general property tax act, 1893 PA 206, MCL 211.27a.

Workforce housing. Shall mean rental units or other housing options that are reasonably affordable to, and occupied by, a household whose total household income is not greater than 120% of the area median income published by the United States Department of Housing and Urban Development.

Sec. 77-53. AUTHORIZATION AND ESTABLISHMENT OF WORKFORCE HOUSING EXEMPTION.

(A) The class of housing projects to which the tax exemption shall apply and for which a service charge may be paid in lieu of all ad valorem property taxes are housing projects being developed or rehabilitated for workforce housing.

(B) Subject to the recording of a Restrictive Covenant, workforce housing and the property on which such housing is or will be located shall be exempt from all ad valorem property taxes as of December 31 of the year in which construction or rehabilitation commences. Construction must start within one year of the date of the Authority's notification of exemption or such longer period of time as may be provided by the PILOT Resolution.

(C) The City will accept payment of an annual service charge in lieu of all ad valorem property taxes for public services from the owner of a housing project for which the City has received a certified notification of exemption from the Authority in accordance with the following:

1. Subject to subsections (D), (E) and (F), for a new construction project, an amount that is not less than the minimum annual amount agreed upon by the parties but not greater than an annual rate up to 10% of the Annual

Shelter Rent obtained from the project as agreed by the parties.

2. Subject to subsections (D), (E) and (F), for a rehabilitation project, an amount that is not less than the minimum annual amount agreed upon by the parties but not greater than an annual rate up to 10% of the Annual Shelter Rent obtained from the project as agreed by the parties.
3. The service charge paid in lieu of taxes shall not exceed the amount in ad valorem taxes that the Sponsor would have otherwise paid if the workforce housing project were not tax exempt.

(D) Notwithstanding the provisions of MCL 125.1415a(3)(b) and 125.1415a(7) to the contrary, upon the adoption of a PILOT Resolution and receipt of a certified notification of exemption from the Authority, a contract shall be deemed effected between the City and the Sponsor, to provide a tax exemption and accept service charge payments in lieu of taxes as previously described by this section.

(E) Notwithstanding subsection (C), the service charge paid each year in lieu of taxes for that part of a workforce housing project that is tax exempt under this Ordinance but not used for workforce housing must be equal to the full amount of the taxes that would be paid on that portion of the project as if the project were not tax exempt. The owner of the project shall allocate the benefits of any tax exemption granted pursuant to this Ordinance exclusively to workforce housing or to the maintenance and preservation of the housing project as safe, decent, and sanitary workforce housing.

(F) The annual service charge under subsection (C) for a workforce housing project for which a PILOT Resolution has been adopted must be increased by the Additional Amount if both of the following requirements are met:

1. Not later than 45 days after the county treasurer's receipt of the certified notification of exemption, the County Board of Commissioners passes a resolution, by majority vote, that provides that the Additional Amount must be paid.
2. The approval of the resolution described in subparagraph (1) is in accordance with an ordinance or resolution adopted by the County Board of Commissioners establishing the factors to be considered when assessing whether the Additional Amount must be paid.

(G) An Additional Amount received under Section (F) must be distributed to Oakland County.

Sec. 77-54. WORKFORCE HOUSING EXEMPTION APPLICATION, REVIEW AND APPROVAL PROCESS.

(A) An applicant for a workforce PILOT must own the property that is the subject of the application or must be the purchaser under a purchaser or option agreement. The property that is the subject of the application must be zoned for the use at the time of the applicant.

(B) Prior to applying for a workforce housing PILOT, the applicant is encouraged to meet with the City Manager, Zoning Administrator, and Assessor and any other person as may be designated by the City Manager and present the proposed workforce housing project. The presentation may include a description of the applicant's organizational structure, development experience, scope of the workforce housing project, location, number of units, types of units, typical floor plans, exterior elevations, schedule with projected milestones, and estimated shelter rents.

(C) The applicant shall submit its request for a PILOT using the form provided by the City and include the information identified in subsection (B) above together with zoning approval.

(D) If a complete application is received no less than 30 days prior to the next regularly scheduled City Council meeting, the City Clerk will place the request on the agenda of the next regularly scheduled meeting. If the application is received less than 30 days prior to the next regularly scheduled City Council meeting, the application shall be placed on the agenda of the regular meeting that follows the next regularly scheduled meeting or the agenda for a special meeting scheduled by the City Council at the request of the applicant.

(E) When reviewing an application for a workforce housing PILOT, the decision to approve or deny the request shall be guided by the City Council consideration of the following factors:

- (1) Whether the PILOT will increase the number of available workforce housing units in the city.
- (2) Whether the PILOT will reduce the functional obsolescence of an existing building or housing unit(s).
- (3) Whether the PILOT is likely to encourage expansion of the population of city.
- (4) Whether the location of the workforce housing is consistent with the goals and objectives of the city's Master Plan.

(5) Whether the development or rehabilitation of the workforce housing requires zoning variances and results in the continuation of a nonconforming use.

(6) Whether the PILOT will result in the provision of housing amenities.

(7) Whether the PILOT will facilitate provision of an attractive, viable housing units.

(F) Approval of a PILOT for workforce housing requires a public hearing held by City Council prior to consideration of a resolution.

(G) Approval of a PILOT for workforce housing requires passage of a resolution of approval by 4 members of the City Council that includes the findings with respect to the standards of subsection (E).

(H) If the PILOT application is approved, the City Clerk will deliver to the applicant a certified copy of the resolution approving the application.

(I) To defray the administrative cost of processing an applicant for a workforce housing PILOT, the City Council may include a workforce housing application fee in its annually adopted fee schedule.

Sec. 77-55. AUTHORITY AFFIDAVIT AND ASSESSOR NOTIFICATION.

(A) Following adoption of the PILOT Resolution, the Sponsor must submit an affidavit to the Authority in the form required by the Authority for certification by the Authority that the project is eligible for the workforce housing exemption.

(B) Upon receipt of notification from the Authority that the project is eligible for a workforce housing exemption, the Sponsor or the Authority must file the certified notification of exemption with the city assessor before November 1 of the year preceding the tax year in which the exemption is to be effective.

(C) Not later than 5 business days after receipt of the certified notification of exemption, the assessor shall provide a copy of the certified notification of exemption to the County Treasurer.

Sec 77-56. PAYMENT OF PILOT.

(A) The owner of the workforce housing shall remit the annual PILOT payment to the city treasurer no later than February 15th. Any PILOT payment or portion of PILOT

payment remaining unpaid as of the due date shall bear interest at [1]% per month and require payment of a [3]% penalty fee. The PILOT payment shall be accompanied by an estimate of shelter rents for the current calendar year and a certified roll of shelter rents for the preceding calendar year.

(B) Except as otherwise provided in this section and Sec 77-53, any payments for public services under this Ordinance shall be distributed to the governmental units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year.

(C) If the property subject to this PILOT is located within a Downtown Development Authority (DDA) district with an active Tax Increment Financing (TIF) plan, the DDA shall be entitled to capture the portion of the annual service charge that represents the incremental increase above the base taxable value established by the TIF plan, unless the City and the DDA agree otherwise to support workforce housing objectives. Any remaining funds after TIF capture, if applicable, shall be distributed to the governmental units per this section.

(D) The distribution to those governmental units shall be made as if the number of mills levied for local school district operating purposes were equal to the number of mills levied for the purposes in 1993 minus the number of mills levied under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, for the year for which the distribution is calculated. The amount of payments in lieu of taxes to be distributed to a local school district for operating purposes under this subsection must not be distributed to the local school district but instead must be paid to the state treasury and credited to the state school aid fund established by section 11 of article IX of the state constitution of 1963.

(E) Any PILOT payment or portion of PILOT payment remaining unpaid as of the due date shall bear interest at 1% per month and require payment of a 3% penalty fee. The collection of past due PILOT payments shall otherwise be in accordance with the provisions of Chapter 211 of the General Property Tax Act, Act 206 of 1893, as amended; MCL 211.44 et seq.

Sec. 77-57. DURATION AND RECORDED RESTRICTIVE COVENANT.

(A) Except as provided in subsection (B), a PILOT Resolution shall not exceed a term of fifteen (15) years, provided that the parties may include up to three (3) five (5) year options to extend the PILOT Resolution. The party seeking to exercise an option shall provide the other party written notice ninety (90) days in advance of the expiration of the Resolution. All options require approval of a Resolution by 4 members of the City Council.

(B) A PILOT Resolution related to a workforce housing project that is financed with an Authority-aided mortgage shall not be subject to the extension limitations, notice requirements, or City Council approval requirements set forth in subsection (A). Notwithstanding any provision of subsection (A) to the contrary, if the project's Authority-aided mortgage remains outstanding and unpaid at the expiration of the fifteen (15) year term of the PILOT Resolution, the PILOT Resolution shall be eligible for a by-right extension for as long as the Authority-aided mortgage remains outstanding and unpaid and while the Restrictive Covenant remains in effect, provided that the total duration of the PILOT Resolution, including all extensions, shall not exceed forty (40) years. The owner shall provide the City with annual evidence reasonably satisfactory to the City that the Authority-aided mortgage remains outstanding and unpaid. Upon repayment, satisfaction, discharge, or termination of the Authority-aided mortgage, the PILOT Resolution shall terminate at the end of its then-current term unless otherwise extended pursuant to a Resolution approved by four (4) members of the City Council.

(C) A workforce housing project approved for an exemption by a PILOT Resolution shall be encumbered by a Restrictive Covenant recorded in the office of the Register of Deeds for the County.

(D) The Restrictive Covenant shall acknowledge (i) that the economic feasibility of the workforce housing project depends on the approval and continuing effect of the payment in lieu of all ad valorem taxes as approved by the PILOT resolution; (ii) the City's agreement to accept payment of an annual service charge in lieu of all ad valorem taxes in consideration of the Sponsor's offer to construct or rehabilitate workforce housing; and (iii) the amount of the annual service charge to be paid for each operating year.

(E) The Restrictive Covenant shall provide:

- (1) for the reporting and monitoring of the Sponsor's compliance with the Restrictive Covenant by annually submitting compliance reports on or before January 31, including occupancy and rent data to the City Manager, this Ordinance and the PILOT Resolution;
- (2) that the Restrictive Covenant is enforceable by the City and any Tenants to be benefitted at law or in equity;
- (3) shall provide other remedies available to the City for non-compliance, including termination of the exemption and repayment of all prior years' tax savings under the workforce housing exemption after notice and hearing; a hearing shall be scheduled within 30 days of notice; and
- (4) that the Restrictive Covenant cannot be modified or terminated except in a written instrument executed by the Sponsor or then current owner and the City.

PART III.
REPEALER.

This ordinance repeals any ordinances in conflict thereof.

PART IV.
SEVERABILITY.

If any section, subsection, clause, phrase, or portion of this article is for any reason held invalid by a court of competent jurisdiction, such portion shall be deemed a separate and distinct provision, and such holding shall not affect the validity of the remaining portions.

PART V. SAVINGS.

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force where they commenced.

PART VI. EFFECTIVE DATE.

This Ordinance shall be published in the manner required by law and shall become effective ten (10) days after the date of its publication. A copy of the ordinance shall also be made available for public use and inspection in the office of the City Clerk.

MADE, PASSED AND ADOPTED BY THE CITY COUNCIL, CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MICHIGAN THIS _____ DAY OF _____, 2026.

Alisa Emanuel, City Clerk

Date of Introduction:
Date of Adoption:
Date of Publication of
Notice of Adoption:

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing is a true and complete copy of the ordinance passed at a meeting of the City of Lathrup Village held on the __ day of _____, 2026.

Alisa Emanuel, City Clerk

TO: Municipal Officials, All Sponsors and Their Attorneys

FROM: Legal Affairs Division, Michigan State Housing Development Authority

RE: Model Tax Abatement Ordinance - Area Wide Abatement

The model tax abatement ordinance which follows is intended as a guide format to be used by a municipality adopting tax abatement under Section 15a of the State Housing Development Authority Act of 1966 (1966 PA 346) on an area-wide basis within its municipal boundaries. It may be used for either federally-aided or state-aided housing projects. In order for a specific development within a municipality to obtain tax abatement, the municipality must adopt a resolution qualifying such development to receive tax abatement pursuant to the ordinance. Further information on tax abatement under Section 15a of the Act (See MCL 125.1415a) may be obtained by calling the Legal Affairs Division at (517) 373-8295 during business hours.

[insert name of municipality]

ORDINANCE NO. ____

TAX EXEMPTION ORDINANCE

ADOPTED: *[insert date of adoption]*

An Ordinance to provide for a service charge in lieu of taxes for housing projects for low income persons and families financed with a federally-aided or Authority-aided Mortgage Loan or an advance or grant from the Authority pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq* (the "Act")).
[this section is required]

THE CITY/TOWNSHIP OF *[insert name of municipality and delete inapplicable reference]*
ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the " *[insert name of municipality]* Tax Exemption Ordinance."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in

accordance with the Act. The City/Township *[delete inapplicable reference]* is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons and families of low income and low income is a public necessity, and as the City/Township *[delete inapplicable reference]* will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* property taxes during the periods contemplated in this Ordinance are essential to the determination of economic feasibility of housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption. *[this section is required]*

SECTION 3. Definitions. *[this section may be modified]*

- A. Authority means the Michigan State Housing Development Authority.
- C. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities. *[Delete this definition if the project receives project-based Section 8 rental subsidy]*
- C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities. *[Delete this definition if the project does NOT receive project-based Section 8 rental subsidy]*
- D. Low Income Persons and Families means persons and families eligible to move into a housing project.
- E. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority, for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- F. Sponsor means any persons or entities that receive or assume a Mortgage Loan.
- G. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by a housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low

Income Persons and Families that are financed with a Mortgage Loan. *[this section may be modified to define the class of housing projects that are exempt]*

SECTION 5. Establishment of Annual Service Charge.

Housing projects within the eligible Class set forth in Section 4 above and the property on which they are or will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City/Township *[delete inapplicable reference]* acknowledges that the Sponsor and the Authority, in the case of a Sponsor receiving an Authority-financed Mortgage Loan, or the Sponsor and the mortgage lender, in the case of a Sponsor receiving a Federally-aided Mortgage Loan, have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing projects for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, the City/Township *[delete inapplicable reference]* will accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. The annual service charge shall be equal to a percentage of the Annual Shelter Rents or Contract Rents actually collected by the housing project during each operating year, as established by a Resolution adopted by the City Council/Township Board *[delete inapplicable reference]*. *[this section is required]*

SECTION 6. Resolution; Contractual Effect.

A Resolution of the City Council/Township Board *[delete inapplicable reference]* granting tax exempt status and establishing the annual service charge, as provided in this Ordinance, shall be adopted for each housing project qualified under the terms and provisions of this Ordinance. Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, in the case of a housing project receiving an Authority-financed Mortgage Loan, a contract between the City/Township *[delete inapplicable reference]* and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, will be effectuated upon adoption of such a Resolution by the City Council/Township Board *[delete inapplicable reference]*. *[this section is required]*

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of a housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt. *[this section is required]*

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance or the Resolution shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual

payment for each operating year shall be paid on or before *[insert date service charge is payable]* of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq) *[this section may be modified to specify the date on which payments are due and how payments are to be made or collected]*

SECTION 9. Duration.

The tax exempt status of a housing project approved for such status by Resolution of the City Council/Township Board *[delete inapplicable reference]* shall remain in effect and shall not terminate so long as a Mortgage Loan for such housing project remains outstanding and unpaid. *[this section may be modified to change the duration]*

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid. *[this section is required]*

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict. *[this section is required]*

SECTION 12. Effective Date.

This Ordinance shall become effective on *[insert effective date]*, as provided in the City/Township *[delete inapplicable reference]* Charter.

TOWNSHIP/CITY CLERK
[delete inapplicable reference]

TO: Municipal Officials, All Sponsors and Their Attorneys

FROM: Legal Affairs Division, Michigan State Housing Development Authority

RE: Model Tax Abatement Ordinance - Development Specific, Authority-Aided Mortgage

The model tax abatement ordinance which follows is intended as a guide format to be used by those municipalities adopting tax abatement for a specific Authority-financed housing project under Section 15a of the State Housing Development Authority Act of 1966 (1966 PA 346). Further information on tax abatement under Section 15a of the Act (see MCL 125.1415a) may be obtained by calling the Legal Affairs Division at (517) 373-8295 during business hours.

[insert name of municipality]

ORDINANCE NO. ____

TAX EXEMPTION ORDINANCE

ADOPTED: *[insert date of adoption]*

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with an Authority-aided Mortgage Loan or an advance or grant from the Authority pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act"). *[this section is required]*

THE CITY/TOWNSHIP OF *[insert name of municipality and delete inapplicable reference]*
ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "*[insert name of municipality]* Tax Exemption Ordinance-*[insert name of housing project]*."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City/Township *[delete inapplicable reference]* is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that

would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City/Township *[delete inapplicable reference]* will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption. *[this section is required]*

The City/Township *[delete inapplicable reference]* acknowledges that the Sponsor (as defined below) has offered, subject to receipt of a Mortgage Loan from the Michigan State Housing Development Authority, to construct/acquire and rehabilitate *[delete inapplicable reference]*, own and operate a housing project identified as *[insert name of housing project]* on certain property located at *[insert brief description of real property]* in the City/ Township *[delete inapplicable reference]* to serve low income persons and families, and that the Sponsor has offered to pay the City/Township on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes. *[this section is required]*

SECTION 3. Definitions. *[this section may be modified]*

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities. *[Delete this definition if the project receives project-based Section 8 rental subsidy]*
- C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities. *[Delete this definition if the project does NOT receive project-based Section 8 rental subsidy]*
- D. Low Income Persons and Families means persons and families eligible to move into a housing project.
- E. Mortgage Loan means a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of the housing project, and secured by a mortgage on the housing project.
- F. Sponsor means *[insert name of developer or proposed owner, if known]* and any entity that receives or assumes a Mortgage Loan.
- G. Utilities means charges for gas, electric, water, sanitary sewer and other utilities

furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan by the Authority. It is further determined that [insert name of housing project] is of this class. *[this section may be modified to define the class of housing projects that are exempt]*

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as [insert name of project] and the property on which it is/or will be located *[delete inapplicable reference]* shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City/Township *[delete inapplicable reference]* acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct/rehabilitate *[delete inapplicable reference]* and operate the housing project, the City/Township agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to _____% of the Annual Shelter Rents/Contract Rents *[delete inapplicable reference]* actually collected by the housing project during each operating year. *[this section may be modified to change the amount of the annual service charge]*

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City/Township *[delete inapplicable reference]* and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance. *[this section is required]*

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt. *[this section is required]*

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be

payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before *[insert date service charge is payable]* of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*) *[this section may be modified to specify the date on which payments are due and how payments are to be made or collected]*

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid. *[this section may be modified to change the duration]*

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid. *[this section is required]*

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict. *[this section is required]*

SECTION 12. Effective Date.

This Ordinance shall become effective on *[insert effective date]*, as provided in the City/Township *[delete inapplicable reference]* Charter.

TOWNSHIP/CITY CLERK
[delete inapplicable reference]

TO: Municipal Officials, All Sponsors and Their Attorneys

FROM: Legal Affairs Division, Michigan State Housing Development Authority

RE: Model Tax Abatement Ordinance - Development Specific, Federally-Aided Mortgage with LIHTC

The model tax abatement ordinance which follows is intended as a guide format to be used by those municipalities adopting tax abatement for a specific housing that receives an allocation of Low Income Housing Tax Credits by the Michigan State Housing Development and is financed by a federally-aided mortgage, as defined in the State Housing Development Authority Act of 1966 (1966 PA 346). Further information on tax abatement under Section 15a of the Act (see MCL 125.1415a) may be obtained by calling the Legal Affairs Division at (517) 373-8295 during business hours.

[insert name of municipality]

ORDINANCE NO. ____

TAX EXEMPTION ORDINANCE

ADOPTED: *[insert date of adoption]*

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act"). *[this section is required]*

THE CITY/TOWNSHIP OF *[insert name of municipality and delete inapplicable reference]*
ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "*[insert name of municipality]* Tax Exemption Ordinance-*[insert name of housing project]*."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City/Township *[delete inapplicable reference]* is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of

housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City/Township *[delete inapplicable reference]* will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption. *[this section is required]*

The City/Township *[delete inapplicable reference]* acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct/acquire and rehabilitate *[delete inapplicable reference]*, own and operate a housing project identified as *[insert name of housing project]* on certain property located at *[insert brief description of real property]* in the City/Township *[delete inapplicable reference]* to serve low income persons and families, and that the Sponsor has offered to pay the City/Township on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes. *[this section is required]*

SECTION 3. Definitions. *[this section may be modified]*

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities. *[Delete this definition if the project receives project-based Section 8 rental subsidy]*
- C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities. *[Delete this definition if the project does NOT receive project-based Section 8 rental subsidy]*
- D. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- E. Low Income Persons and Families means persons and families eligible to move into a housing project.
- F. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.

G. Sponsor means [insert name of developer or proposed owner, if known] and any entity that receives or assumes a Mortgage Loan.

H. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that [insert name of housing project] is of this class. *[this section may be modified to define the class of housing projects that are exempt]*

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as [insert name of project] and the property on which it is/or will be located *[delete inapplicable reference]* shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City/Township *[delete inapplicable reference]* acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct/rehabilitate *[delete inapplicable reference]* and operate the housing project, the City/Township agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to _____% of the Annual Shelter Rents/Contract Rents *[delete inapplicable reference]* actually collected by the housing project during each operating year. *[this section may be modified to change the amount of the annual service charge]*

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City/Township *[delete inapplicable reference]* and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance. *[this section is required]*

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt. *[this section is required]*

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before [insert date service charge is payable] of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*). *[this section may be modified to specify the date on which payments are due and how payments are to be made or collected]*

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the LIHTC Program. *[this section may be modified to change the duration]*

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid. *[this section is required]*

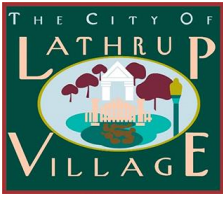
SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict. *[this section is required]*

Section 12. Effective Date.

This Ordinance shall become effective on [insert effective date], as provided in the City/Township *[delete inapplicable reference]* Charter.

TOWNSHIP/CITY CLERK
[delete inapplicable reference]



TO: Mayor & City Council
FROM: Mike Greene – City Administrator
DATE: August 3, 2026
RE: Discussion Items

Chipping Service

Due to budget constraints, the City Council voted to end chipping service at the conclusion of FY 26. At the July 20 Study Session, the City Council requested that staff reach out to chipping providers to see whether they would provide a quote for a one (1)- day-per-month service. Staff contacted 10+ vendors, and those who submitted pricing are enclosed in your packet as of Thursday (7/30).

Vendor	Price/Month
Davey Tree Service	\$2,176
Elvis Tree Service	\$2,250
True Cut Tree Care	\$10,000

Fontenot (previous City contractor via SOCRRA) is concerned that once-a-month service would not be cost efficient as they would be attempting 4 weeks' worth of chipping at one time, versus being broken down weekly. They believe, based on their history, it would take 4-5 days to get through a month's worth of chipping. Fontenot would be willing to do as-needed chipping after a storm. They would have a supervisor come through to see what was needed and quote based on the damage.

As a reminder, the City Council approved a Fiscal Year 2027 budget that included revenues exceeding expenditures by only ~\$33,000. Any contracted regular chipping service would drastically impact this balance. Additionally, the City is anticipating continuing with financial issues in the coming years, which means there are additional cuts that may need to take place in the coming years to balance the budget, unless the Council continues with revenue enhancements such as PA 33.

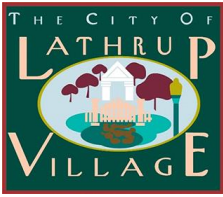
Sarrackwood Park

During the July 20 Council Meeting, the Council decided to table a decision on the removal of the Sarrackwood Park Playstructure so they could evaluate further. This item is to continue that conversation.

Staff was unable to find any formal installation documents for this park, noting its exact age. However, we can tell that the plastic slide components of the playspace were manufactured in 1994 (NOTE: this does not mean it was installed in 1994). Based on previous unsuccessful DNR recreation passport grant applications and Google Maps, the play structure has been in this location for at least 20+ years.

Playground equipment lifespan varies based on materials, usage, climate, and maintenance, but typical life expectancies are:

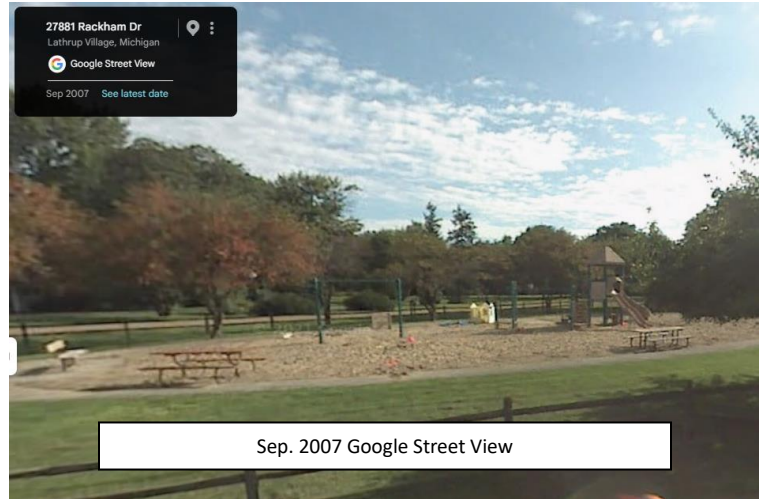
- Metal structures: Galvanized or powder-coated steel frames last 15 to 20 years with strong rust resistance.
- Plastic components: Polyethylene slides and panels last 10 to 15 years before sun exposure causes brittleness or fading.



City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076
www.lathrupvillage.org | (248) 557-2600

Item A.

- Wooden elements: Treated wood lasts 10 to 15 years if regularly sealed against rot and pests.



Giffels Webster

At the request of Council, this item is included for discussion.

Maintaining an Engineer and Planner of Record provides the City with access to professional engineering and planning expertise on an as-needed basis while ensuring continuity and familiarity with City projects, ordinances, and long-term goals. Under this arrangement, the City is billed only for services actually rendered, rather than paying a fixed annual fee. As a result, the overall cost to the City is expected to be comparable regardless of whether the City continues its relationship with Giffels Webster or contracts with another qualified engineering and planning firm, as expenses are driven by the volume and complexity of work requested rather than the selected consultant.

Bruce Kantor
Mayor

Kelly Garrett
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

John Sousanis
Council Member

YOUR Proposal

Included with this document, you will find a proposal from your local arborist. We thank you for considering us for your landscape needs and we look forward to caring for your property. If you have any questions, please contact your arborist.

Thank you!



Founded in 1880, our organization is dedicated to providing quality service and caring for trees. As we've grown, our employee owned company welcomed new brands into the Davey family. As a valued client, you will receive the benefit of that dedicated service from your local brand, backed by national resources.

Client	7/1/2026
Lathrup Village 27400 Southfield Rd Lathrup Village, MI 48076-3412	Proposal #: 20017198-1782858459 Account #: Work: (248) 557-2600 ext. 247 Mobile: (248) 450-8071 Email: rsweidan@lathrupvillage.org

Services shall be performed on a monthly basis unless otherwise requested by the City.

Service dates will generally occur around the same time each month and may be adjusted by mutual agreement.

Scheduling may be modified due to inclement weather, emergencies, or other unforeseen circumstances.

The City shall identify work locations prior to each scheduled service date.

Any additional work requested beyond the selected service duration may be quoted separately or billed at the agreed-upon hourly rate.

Utility	Service Period	Price	Tax	Total
☐ Tree Pruning - Utility		\$2,176.00		\$2,176.00
Monthly Chipping Service (8-Hour Workday)				
Provide one (1) two-person crew with chipper for a scheduled 8-hour workday.				
This service includes:				
Seven (7) hours of on-site brush and wood debris chipping throughout the City.				
One (1) hour of travel time to and from the City.				
One (1) two-person crew.				
Chipper, truck, fuel, and all standard operating equipment.				
Work performed at locations designated by the City's authorized representative.				
Frequency: Once per month (unless otherwise requested)				
Total Price Per Scheduled Service Day: \$2,176.00				
☐ Tree Pruning - Utility		\$2,720.00		\$2,720.00
Monthly Chipping Service (10-Hour Workday)				
Provide one (1) two-person crew with chipper for a scheduled 10-hour workday.				
This service includes:				
Nine (9) hours of on-site brush and wood debris chipping throughout the City.				
One (1) hour of travel time to and from the City.				
One (1) two-person crew.				
Chipper, truck, fuel, and all standard operating equipment.				
Work performed at locations designated by the City's authorized representative.				
Frequency: Once per month (unless otherwise requested)				
Total Price Per Scheduled Service Day: \$2,720.00				

Client	7/1/2026
Lathrup Village 27400 Southfield Rd Lathrup Village, MI 48076-3412	Proposal #: 20017198-1782858459 Account #: Work: (248) 557-2600 ext. 247 Mobile: (248) 450-8071 Email: rsweidan@lathrupvillage.org

☐ YES, please schedule the Services marked above.

Other Important Terms: See the attached "Terms and Conditions" either set forth on the reverse side of this Agreement or attached to this Agreement for additional information, such as early termination, maintenance responsibilities, warranties, late and default charges and insurance.

ACCEPTANCE OF PROPOSAL: By signing below, Client agrees and accepts the terms and conditions stated above and the Terms and Conditions either set forth on the reverse side of this Agreement or attached to this Agreement. Company is authorized to do this work as specified. All deletions have been noted. I understand that once accepted, this Agreement constitutes a binding contract. If Client is a legal entity, the undersigned hereby represents that the undersigned has full authority to enter into this Agreement on behalf of Client. This proposal may be withdrawn if not accepted within 30 days.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND US, BEFORE ANY WORK MAY BE STARTED

DOOR-TO-DOOR SALE/ HOME SOLICITATION: If this Agreement is the result of a Door-to-Door or Home Solicitation Sale (under applicable state or federal law), the following provision applies:

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

CLIENT:

Signature: _____
Name (print): _____
Title: _____
Date: _____

COMPANY:

Signature: Chad Allen
Name (print): Chad Allen
Title: District Manager
Date: 7/1/2026

CLIENT CARE GUARANTEE:

We guarantee to deliver what we contract to deliver. If we fail to deliver, we will work with you until you are satisfied, or we will not charge you for the disputed service. All work is done in accordance with ANSI A300 standards.

TERMS AND CONDITIONS

1. **Exclusive Terms.** Client and Company agree that these Terms and Conditions are the sole and exclusive terms and conditions of this Services Agreement (this "Agreement"). Any additional or different terms or conditions not contained herein, including, without limitation, any request or communication by Client regarding the Services, are hereby rejected by the parties, unless agreed to in writing, identified as an amendment to this Agreement, and signed by both parties.

2. **Client.** If Client is a legal entity, the term Client shall include all parent, subsidiary, related, and affiliated entities and each of their respective officers, directors, members, owners, employees, agents, representatives, contractors, and insurers.

3. **Limited Scope of Services.** Company agrees to perform only the services (the "Services") expressly listed on the first page of this Agreement. Client understands and agrees that Company is not required to perform any services other than the Services. Notwithstanding the foregoing, if Company provides additional or different services with Client's written approval, additional fees, costs, and charges will apply, and Client agrees to pay such additional fees, costs, and charges.

4. **Jobsite.** Client represents and warrants that Client has, and at all times will have, authority to grant access, and does hereby authorize and grant access, to Company to enter the property or properties where the Services are performed ("Job Site"), including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the Job Site. Client understands and agrees that Company has relied upon this representation and warranty to perform the Services. Client further represents and warrants that the Job Site is not in violation of any applicable codes, ordinances, statutes, or other governmental regulations. While Company may assist, Client is responsible for obtaining any necessary permits in connection with the Services, unless otherwise agreed in writing. Unless otherwise agreed to in writing, Company has made no survey of the property.

5. **Payment.** Company will provide one or more invoices for the Services provided to Client, and in consideration of Client receiving the Services, Client shall pay the fees set forth on each invoice in full within thirty (30) days of the invoice date. If Company initiates litigation or other collection action against Client to recover any amount, Client agrees, to the extent permitted by applicable law, to pay all litigation or collection costs and expenses, including reasonable attorney's fees and expert witness fees, incurred by Company in connection with such litigation or collection action.

6. **Limited Warranty.** Company agrees to perform all Services in accordance with applicable federal, state and local laws and industry standards, and it shall exercise due care and act in good faith at all times in the performance of its obligations under this Agreement. Company will repair, at its own expense, any material defects with its Services for a period of six months following completion of the applicable Services.

7. **Working with Living Things.** As trees and other plant life are living, changing organisms affected by factors beyond Company's control, no guarantee on tree, plant, or general landscape safety, risk, health, or condition is expressed or implied and is disclaimed in this Agreement, unless that guarantee is specifically stated in writing by Company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under any circumstances. There are many unseen and unforeseen items and hazards that may or may not exist now, or in the future, over which Company has no control. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, this is not a Tree Risk Assessment and will not include investigations to determine a tree's structural integrity or stability. Company may recommend a Tree Risk Assessment be conducted for an additional charge. All trees present some degree of risk and will eventually fail. The only way to eliminate tree risk is to remove trees. By choosing to preserve trees, Client hereby accepts this risk. Client also accepts the risk of, and Company

will not be liable for, any accident, damage, or injury occurring prior to the scheduled Services.

8. **Product Usage.** To the extent the Services include application of product on the Jobsite, Company is relying on the applicable manufacturer's representations regarding the product used and makes no independent representations regarding the product, including, without limitation, safety or efficacy.

9. **Indemnification by Client.** To the fullest extent permitted by applicable law, Client shall indemnify, defend, and hold harmless Company from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, resulting from, or relating to (a) Client's negligence or willful misconduct in connection with this Agreement, (b) any breach by Client of this Agreement, (c) the condition of the Job Site or any hazards on the Job Site existing prior to the execution of this Agreement or caused by Client or a third party, (d) Client's grant of access to the Job Site or surrounding areas, and (e) any acts or omissions by a third-party, Client, or any of Client's employees, agents, contractors (other than Company), or representatives.

10. **Indemnification by Company.** To the fullest extent permitted by applicable law, Company shall indemnify, defend, and hold harmless Client from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, to the extent caused by the negligence or willful misconduct of Company or its employees or agents in connection with this Agreement. Company's indemnification, defense and hold harmless obligations shall survive the expiration or earlier termination of this Agreement for a period of one year.

11. **LIMITATION OF LIABILITY. CLIENT AGREES THAT COMPANY SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY BUSINESS INTERRUPTION LOSSES OR LOST REVENUE, ARISING DIRECTLY OR INDIRECTLY OUT OF, RESULTING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES.**

12. **DAMAGE AND LIABILITY RELEASE. UNLESS CAUSED BY COMPANY'S NEGLIGENCE, CLIENT HEREBY RELEASES COMPANY FROM ANY AND ALL CLAIMS AND DAMAGES AS A RESULT OF OR IN ANY WAY RELATING TO THE SERVICES PROVIDED BY COMPANY AT OR NEAR THE JOB SITE (INCLUDING, BUT NOT LIMITED TO, ABOVE-GROUND ITEMS SUCH AS SIDEWALKS, BUILDINGS, STRUCTURES, DOG FENCES, DRIVEWAYS, LAWNS, OR LANDSCAPING AND UNDERGROUND ITEMS SUCH AS ELECTRICAL LINES, SEPTIC SYSTEMS, LEACH FIELDS, SEWER SYSTEMS, WELLS, IRRIGATION SYSTEMS, OR WATER LINES).**

13. **Term and Termination.** The term of this Agreement commences on the date of this Agreement and continues until the Services are completed, unless and until earlier terminated as provided under this Agreement (the "Term"). Either party may terminate this Agreement at any time upon at least ten (10) day's written notice, provided Client shall pay Company for any Services performed prior to the termination date.

14. **Assignment.** Client may not assign any of its rights under this Agreement without the prior written consent of Company. This Agreement does not confer upon any third-party any right to claim damages against Company.

15. **Severability.** If any term of this Agreement is held invalid, illegal, or unenforceable, such term shall be limited to the extent necessary to comply with applicable law and if such limitation is not possible, severed and inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

NOTICE OF CANCELLATION

Date of Transaction

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to The Davey Tree Expert Company, at 3381 Lapeer Rd W, Auburn Hills, MI 48326-1725 NOT LATER THAN MIDNIGHT OF _____.

Cancellation
Date

I HEREBY CANCEL THIS TRANSACTION

Date

Buyer's Signature

Printed Name

20017198-1782858459
Proposal Number

From Elvis Vargas <elvistreeservicepro@gmail.com>
Date Fri 7/24/2026 10:15 AM
To Michael Greene <mgreene@lathrupvillage.org>

Thank you for the additional information.

Based on the scope of work provided, Elvis Tree Service LLC is pleased to submit a quote of **\$2,250.00 per eight-hour service day.**

This price includes:

- One fully equipped two-person crew
- Chipper and truck
- Fuel
- Labor
- Loading of brush and wood debris
- Hauling and disposal of all wood chips
- Standard operating equipment required to complete the work

We appreciate the opportunity to be considered and look forward to working with the City of Lathrup Village.

Please let me know if you need any additional information.

Thank you,

Elvis Vargas
Elvis Tree Service LLC



True Cut Tree Care

www.TrueCutTree.com

truecuttreecare@hotmail.com

Frank Bankowski 248-798-5909

Please mail checks payable to True Cut Tree Care to:

PO Box 993

Farmington, MI 48336

INVOICE

Lathrup Village 27400 Southfield Rd. Lathrup Village MI 48076 Michael Greene-City Administrator 248-557-2600 ext 225 mgreene@lathrupvillage.org	7/23/2026
Job Description	
Provide chipping services throughout the entire City of Lathrup Village one day per month. Each service day will consist of an eight hour work day (includes travel time) with a minimum of seven hours on site actively chipping. We will provide a 2 person crew and a properly equipped chipper. The quoted price shall include all costs associated with the service, including the chipper, the truck, fuel, labor, disposal and all standard operating equipment necessary to complete the work.	
	\$10,000

GRIND STUMPS, LEAVE GRINDINGS IN HOLE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made upon completion of job. Cancellation of the job can be canceled within 3 days with no penalty. After 3 days there will be a cancellation fee of \$150 or 10% of the total price of the job, whichever is greater. It is your responsibility to notify your neighbors if we are to enter onto their property. You need to receive neighbors' authorization to remove trees if on or near property line.

Name

Date