

City Council Regular Meeting Agenda

Monday, February 22, 2021 at 7:00 PM
27400 Southfield Road, Lathrup Village, Michigan 48076

ZOOM REMOTE MEETING INFORMATION

Webinar ID: 984 8596 6372

Password: 515634

Online: <https://zoom.us/j/98485966372?pwd=cm9pV2lmS2F1UTRQK0daaEJzdEFidz09>

Telephone: 646.558.8656 or 312.626.6799

In accordance with Emergency Orders issued by the Michigan Department of Health and Human Services, Oakland County, local officials, and State of Michigan legislation, which allows for electronic meetings of public bodies, notice is hereby given that the City of Lathrup's City Council will be meeting electronically using www.Zoom.u for videoconference and public access.

1. **Call to Order** by Mayor Garrett *(in accordance with PA 254 of 2020, the members should identify their physical location by stating the county, city, township, or village and state from which he or she is attending the meeting remotely).*
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**
5. **Presentation - State Representative Kyra Bolden**
6. **Zoning Board of Appeals**
 - A. **Call to Order** - Zoning Board of Appeal (from meeting and Public Hearing that was postponed on January 25, 2021)
 - B. **Approve Minutes** - Zoning Board of Appeals Meetings - June 22 2020 and January 25 2021
 - C. **Public Hearing** - 27215 Southfield Road, Lathrup Village, MI 48076 (Appeal No. 712-21)
The Zoning Board of Appeals for the City of Lathrup Village will hold a Public Hearing on an appeal filed by Rami Yusubov, property owner at 27215 Southfield Road, Lathrup Village, Michigan 48076 to obtain a variance from the Section 5.5 of the City of Lathrup Village zoning ordinance.
 - D. **Action Request** – Consideration of a Motion to Approve / Deny the Zoning Variance Request of Rami Yusubov, the property owner at 27215 Southfield Road, Lathrup Village, Michigan 48076, to obtain a variance from Section 5.5 of the City of Lathrup Village zoning ordinance

regarding the requirement for a masonry or stone barrier wall between the applicant's property and the adjacent R1 lot and allowing the applicant to leave the existing trees.

E. Adjourn - Zoning Board of Appeals

7. Consent Agenda

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

- A. Approval of Minutes - Study Session - January 25, 2021
- B. Approval of Minutes - Council Meeting January 25, 2021
- C. Approval of Minutes - Study Session - February 1, 2021
- D. Approval of Minutes - Joint Meeting with Planning Commission- February 8, 2021
- E. Approval of Minutes - Special Joint Meeting with Council and Downtown Development Authority (DDA) - February 10, 2021

8. Disbursement Report

- A. Consider / Approval of Monthly Disbursement Reports for the Month of January 2021:

Motion to Approve Disbursements for The Month of January 2021.

This Reflects Expenditures from The General Fund, Which Includes: Police and Fire Services; Recreation Dept; Major Roads; Local Roads; Water & Sewer Services; and for The Downtown Development Authority.

JANUARY DISBURSEMENTS W/ SALARY INCLUDED			
FUND 101	GENERAL FUND	\$	493,379.47
FUND 202	MAJOR ROADS	\$	9,682.32
FUND 203	LOCAL ROADS	\$	9,635.38
FUND 258	CAPITAL FUND	\$	16,193.00
FUND 494	DOWNTOWN DEV. AUTH	\$	14,116.19
FUND 592	WATER & SEW	\$	424,790.41
TOTAL DISBURSEMENTS		\$	967,796.77

9. Receive and File - Department Reports

- A. CED Director Report
- B. Dept Report - Police Accomplishments
- C. Dept Report - Police Summaries - Jan 2021

[D.](#) Dept Report - Parks & Recreation 2020 Review

[E.](#) Dept Report - Recreation - Facilities - Safety

[F.](#) Dept Report - Code Enforcement and Building Dept

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

11. **Public Hearing - Community Development Block Grant - Program Year 2021**

[A.](#) CDBG Public Hearing - Program Year 2021

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

[A.](#) Motion to Adopt a Resolution for the Use of the 2021 Community Development Block Grant

[B.](#) Resolution to Direct the City Administrator to Prepare Plans & Cost Estimates for the Establishment of a Special Assessment District for Sidewalk Replacement and to Schedule a Public Hearing on the Advisability of Proceeding

[C.](#) Acceptance of 2021 Pavement Reconstruction Program Bid and Award of Contract to Asphalt Specialists, Inc.

[D.](#) Water Service Line Replacement Program – Sub-Agreement with D’Angelo Brothers, Inc.

[E.](#) Realtor Contract – House in the Woods Property

[F.](#) Intergovernmental Agreement for Lockup Services Between City of Berkley and City of Lathrup Village

[G.](#) Fiscal Year 2021/22 Budget Amendment for the Downtown Development Authority (DDA)

[H.](#) Restaurant Relief Interlocal Agreement with Oakland County

[I.](#) Your Town Publication – Ad Policy and Rates

[J.](#) Fiscal Year 2021/22 Budget Calendar and Goal Setting Session

13. **City Administrator Report**

A. City Administrator's Report 2.22.2021

14. **City Attorney Report**

15. **Reports of Boards, Commissions, and Committees**

[A.](#) Receive and file Planning Commission Minutes - Jan. 21, 2021

[B.](#) Receive and file SOCRRRA Final Quarterly Report - Jan 2021

C. Receive and File SOCWA Final Quarterly Report - Jan 2021

16. **Unfinished / New Business**

17. **Public Comment**

18. **Mayor and Council Comments**

19. **Adjourn**

CITY OF LATHRUP VILLAGE, MICHIGAN ZONING BOARD OF APPEALS

MINUTES OF THE ZONING BOARD OF APPEALS OF THE CITY OF LATHRUP VILLAGE ON MONDAY, JUNE 22, 2020 REMOTELY VIA ZOOM.

Board Members Present: MyKale Garrett, Bruce Kantor, Ian Ferguson, Saleem Siddiqi,
Donna Stallings

Also Present: City Administrator, Sheryl L. Mitchell, City Attorney Scott Baker, Assistant City Administrator/Treasurer, Pamela Bratschi, Manager, Community and Economic Development, Susie Stec, Government Services, Kelda London and City Clerk, Yvette Talley

THE ZONING BOARD OF APPEALS MEETING WAS CALLED TO ORDER.at 6:02 p.m.

ZBA 20-01 APPROVAL OF MINUTES

Minutes of May 20, 2019 Meeting

Motion by Board member Kantor, seconded Board member Siddiqi to approve the minutes of May 20, 2019 meeting.

Motion carried.

ZBA 20-02 PUBLIC HEARING – 27000 Evergreen Road, Lathrup Village, MI 48076

Board member Garrett opened the public hearing.

1. Chapter 52, Section 52-24(b) states principal wall signs shall be limited to 1 per business. The applicant is proposing 2 additional signs.

Victor Saroki, Architect gave an overview and answered specific questions. The reason for the new coffee shop signs, they will serve to help direct customers to the branch side of the building which is the far west side. Visitors may mistake the Conference Center on the far east side of the building as the location for coffee. The proposed signs will eliminate any possible confusion when approaching the building in a vehicle.

Michael Poulos, President/CEO Michigan First Credit Union was present on the call.

Board member Garrett closed the public hearing.

ZBA 20-03 Action Request**Consideration of a Motion to Approve/Deny the Zoning Variance Request for Michigan First Credit Union (property owners) at 27000 Evergreen Road, to obtain variances for Sign Ordinance Chapter 52 Section 52-24 (b) regarding installation of additional building signage.**

Motion by Board member Kantor, seconded by Board member Ferguson to approve the Zoning Variance Request for Michigan First Credit Union 27000 Evergreen Road Lathrup Village, Michigan 48076 to obtain variances from the City of Lathrup sign Ordinance Chapter 52 Section 52-24(b) states the principal wall signs shall be limited to 1 per business. The applicant was approved for 2 signs.

Motion carried.

Motion by Board member Kantor, seconded by Board member Siddiqi to adjourn the Zoning Board of Appeals meeting and reconvene as the City Council.**Motion carried.**

Submitted by Yvette Talley, City Clerk

CITY OF LATHRUP VILLAGE, MICHIGAN ZONING BOARD OF APPEALS

MINUTES OF THE ZONING BOARD OF APPEALS OF THE CITY OF LATHRUP VILLAGE ON MONDAY, JANUARY 25, 2021 REMOTELY VIA ZOOM.

Board Members Present: MyKale Garrett, Bruce Kantor, Ian Ferguson, Saleem Siddiqi,

Also Present: City Administrator, Sheryl L. Mitchell, City Attorney Scott Baker, Assistant City Administrator/Treasurer, Pamela Bratschi, Manager, Community and Economic Development, Susie Stec, Government Services, Kelda London and City Clerk, Yvette Talley

THE ZONING BOARD OF APPEALS MEETING WAS CALLED TO ORDER.at 6:02 p.m.

CO-21-01 PUBLIC HEARING – 27215 Southfield Road (Appeal No. 712-21)

Jill Bahm gave an overview and answered specific questions. The applicant received site plan approval for some improvements to the property one of the conditions of the approval was the installation of masonry screen wall required by the city's ordinance. the wall will be located on the property line of the alley and the adjacent homeowner to the west and there are some configurations with the property line where the applicant (property owners) are seeking a waiver of the wall requirement in lieu of some landscape screening vegetative in nature.

Board member Garrett opened the Public Hearing.

Motion by Board Member Kantor, seconded by Board Member Ferguson to postpone the public hearing to be continued on February 22, 2021.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

Submitted by Yvette Talley, City Clerk

RECEIPT

01/12/21

MediaNews Group

MICHIGAN GROUP

Account: **546554**
 Name: **Yvette Talley**
 Company: **LATHRUP VILLAGE, CITY OF**
 Address: **27400 SOUTHFIELD RD.**
LATHRUP VILLAGE,, MI 48076

Telephone: **(248) 557-2600**
 Fax:
 Description: **CITY OF LATHRUP VILLAGE ZONING BOARD**

Date: **01/12/21**
 Start Date: **01/13/21** Stop Date: **01/13/21**
 Class: **1201 - Legal Notices**
 Ad ID: **2115371**
 Ad Taker: **CRLHAMLIN**
 Sales Person: **Linda Hamlin (200308)**
 Words: **273**
 Lines: **51**
 Agate Lines: **108**
 Depth: **6.0**
 Inserts: **3**
 Blind Box:
 PO Number:

Ad sample

**CITY OF LATHRUP VILLAGE
 ZONING BOARD OF APPEALS**
**NOTICE OF PUBLIC HEARING
 (Zoning Variance)**

RE: 27215 Southfield Rd

Appeal No. 712-21

TO PROPERTY OWNERS OR PARTIES OF INTEREST:

The Zoning Board of Appeals for the City of Lathrup Village will hold a Public Hearing on an appeal filed by Ramil Yusubov, property owner at 27215 Southfield Road, Lathrup Village, Michigan 48076 to obtain a variance from the Section 5.5 of the City of Lathrup Village zoning ordinance as follows:

1. Section 5.5 requires a masonry or stone barrier wall between the applicant's property and the adjacent R1 lot. The applicant is proposing to leave the existing trees and is seeking a variance from the barrier wall requirement of Section 5.5

Approval of the Zoning Board of Appeals is required.

PLEASE TAKE NOTICE: That a Public Hearing has been scheduled for Monday, January 25, 2021 at 7:00 p.m. via Zoom to hear and record the public hearing on this appeal. Any member of the public may express your view on this appeal in writing, by submitting your written comments to the City Clerk prior to 4:30 p.m. on the date of the hearing, or you may appear in person or authorize another person to represent you at the hearing. Written communications may be sent to the City Clerk at the address of the City Hall at 27400 Southfield Road, Lathrup Village, Michigan 48076 prior to the hearing.

Zoom login information:
<https://zoom.us/j/98186782069?pwd=N0NUSjhkZUdxNm4xYm50QzBqYVdYdz09>
 Webinar ID: 981 8678 2069
 Passcode: 693938
 Phone: +1 646 558 8656 or +1 301 715 8592

Yvette Talley
 City Clerk
 27400 Southfield Road
 Lathrup Village, Michigan 48076
 (248) 557-2600, ext. 226

Total: **\$186.40**Paid Amount: **\$0.00**Amount Due: **\$186.40**

Publication

Royal Oak Tribune, Oakland Press,
theoaklandpress.com

We Appreciate Your Business!
Thank You Yvette Talley!

CONTACT US:

Macomb Daily: **(866) 288-2989**
 Heritage: **(877) 332-1898**

Daily Tribune: **(866) 288-2989**
 Morning Star: **(877) 483-3450**

Oakland Press: **(877) 271-1272**
 Voice: **(877) 463-9893**

To Whom It May Concern:

My name is Christopher Jones and I am the homeowner located at 18120 Sunnybrook Ave. It is my understanding that there is a wall that has been proposed on my property line. I am writing to address my concerns and am more than willing to schedule a visit to discuss.

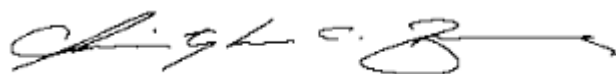
As it has been explained to me city ordinance which is being applied in the case of new ownership requires a solid barrier along the property line. If you review this carefully you will notice this means the proposed wall would run from the sidewalk beyond my northern property line. I feel as though this creates several inconveniences for me as a homeowner. My primary concerns are as follows:

- Obstruction of view when backing out my driveway which is less than 30" from property line
- The safety risk of having a complete blind spot running the length of my property
- Is an ugly wall that was not there when purchased my property going to impact the VALUE of my property

I am more than willing to allow a fence to be erected replacing the current chain fence. The owners of the commercial property and myself have already discussed building a privacy fence together. But I do not want that fence running any further, nor do I think it makes business sense for the owners, or aesthetic sense for my street to run a wall to the sidewalk.

The idea is gaudy, provides no benefit to me as a homeowner and as a Lathrup Village taxpayer I think my voice should be considered in the decision-making process of what impacts my immediate surroundings.

Yours Truly,

A handwritten signature in black ink, appearing to read 'C. Jones', with a long horizontal flourish extending to the right.

Christopher Jones
18120 Sunnybrook Ave
Lathrup Village, MI 48076
3133732529

18131 Cambridge Blvd
Lathrup Village, MI 48076
January 14, 2021

To Whom It May Concern:

I am the owner of the house that sits directly behind both the Lathrup Pharmacy building and the building currently being renovated by Ramil Yusubov. Our properties are separated by a grass alley and a chain-link fence.

I am opposed to the construction of a concrete fence to replace the chain-link fence. I feel the concrete fence, even if it is stamped to appear to be brick, would appear too commercial for a residential neighborhood.

I support replacing the chain-link fence with a six foot wood privacy fence. I am willing to work with the other property owners to support the construction of a wood privacy fence.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael R. Bolby". The signature is fluid and cursive, with the first name "Michael" and last name "Bolby" clearly distinguishable.

Michael R. Bolby

January 13, 2021

ZBA Review

Waiver of Parking Lot Screening

Address: 27215 Southfield Road
Parcel ID: 24-14-483-016
Zoning: MX-Mixed Use District

Applicant: Ramil Yusubov
App. Date: 12-17-2020
Reviewer: Sri Ravali Komaragiri
 Jill Bahm

Proposed Improvements Requiring ZBA Approval

The applicant is seeking a variance to the required masonry screen wall to screen the parking lot from the adjacent residential district.

General Site Information:

- Summary.** The subject property (0.413-acre) is located on the west side of Southfield Road between Cambridge and Sunnybrook and is zoned MX – Mixed-Use District. The subject site is currently developed with a 3,402-square foot office building. The applicant is proposing to use the property as a portable MRI facility, with the MRI trailer on site two-three days/week. There are no other uses proposed on the site at this time. The building fronts on Southfield Road and is 94 feet long. The applicant is requesting a deviation from the zoning standards to install a combination of a six-foot-tall brick wall and existing/proposed trees in lieu of a required continuous screen wall to screen the parking lot from the adjacent residential district.
- Variances Requested. Screen Wall.** Section 5.5 of the zoning ordinance outlines barrier wall requirements for MX lots that abut residential (R-1 or R-2) lots. Section 5.5 of the zoning ordinance outlines barrier wall requirements for MX lots that abut residential (R-1 or R-2) lots. **The applicant is proposing a mix of a screen wall and evergreen trees (5 feet at the time of planting) to address this requirement. The applicant has provided a letter from the adjacent resident who strongly prefers landscape screening instead of a screen wall.**

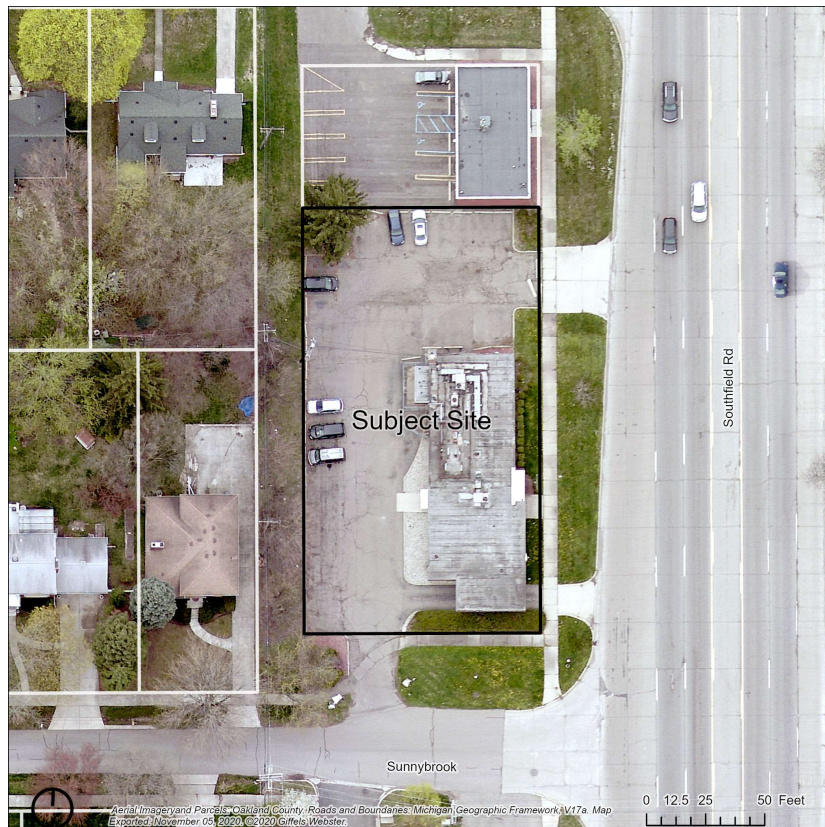
The building official may provide for minor deviations from the foregoing specifications as provided in Section 6.1.B. However, the proposed deviation is not minor and is subject to the approval of a dimensional variance by the ZBA. **The applicant's cover letter also refers to two additional limitations from complying with the ordinance requirements for the proposed alternative screening option: 1) The removal or relocation of existing DTE poles and wires and 2) the removal of existing mature trees which could be located on neighboring residents' property.**

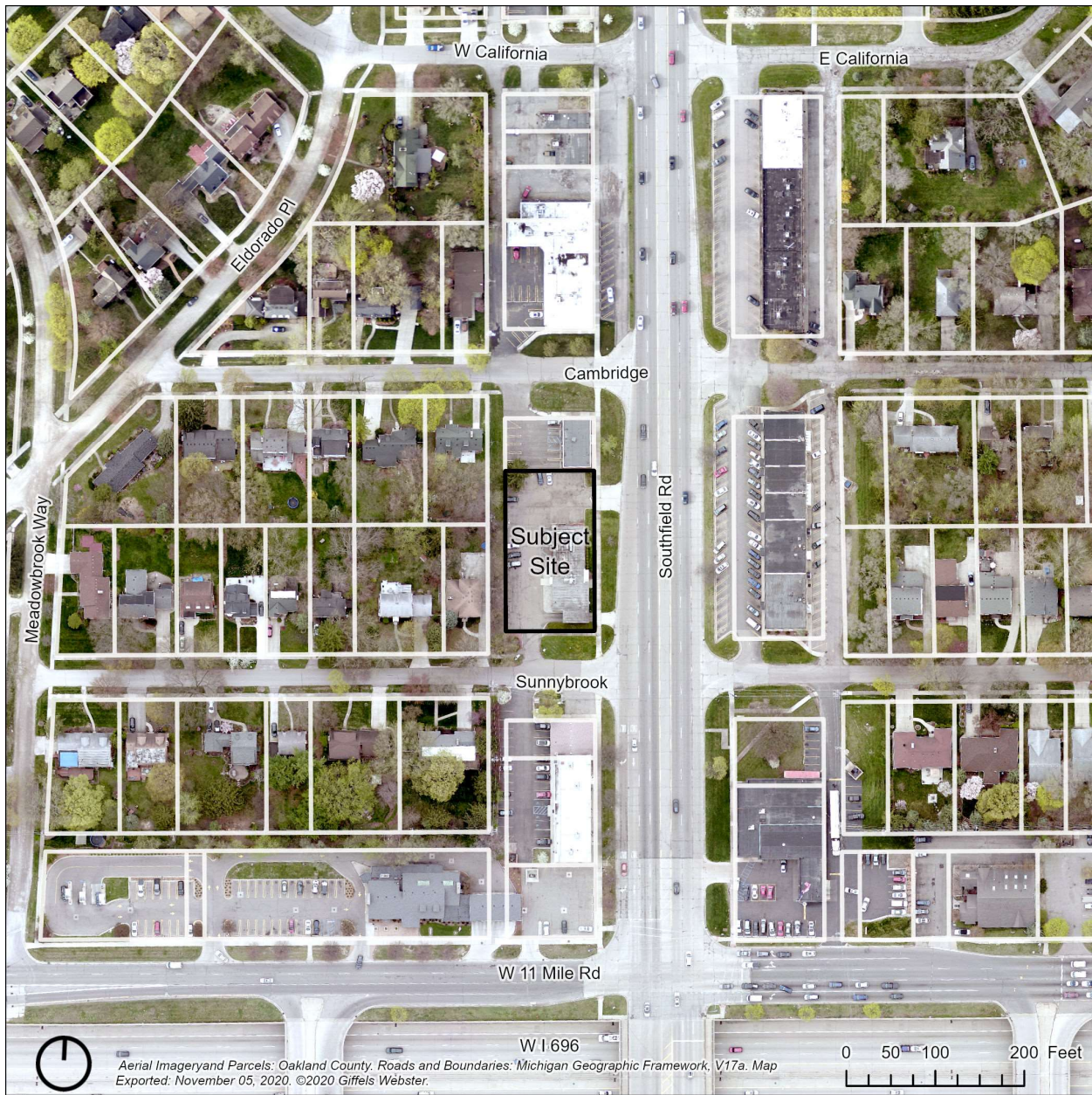
- Encroachment License and City Council Approval.** The ordinance requires the screenwall to be placed on the property line, and on the R-1 side of an alley when present. This alley is unpaved at present. The applicant's plan proposes to install evergreen trees within the public alley right-of-way. Few of those trees are located farther into the alley ROW to avoid conflict with the existing DTE poles. The applicant notes that the layout of parking on the subject property does not allow space for planting on site. **The planting of trees in the public right-of-way would require City Council approval and an encroachment license. Any potential approval of the variances by the Zoning Board of Appeals shall be subject to City Council approval of proposed trees within the alley.**

4. **Planning Commission Approval.** On December 15, 2020, the Planning Commission reviewed the site plan request for the portable MRI facility and recommended approval subject to the approval of the variance for an alternative to the screen wall by the ZBA along with certain site landscape improvements. The applicant noted that the hours of operation of the truck are 7 am to 8 pm. The lighting from the truck entrance will be directed towards the building.



Existing vegetation at the edge of parking abutting a residential district





The alleys in the blocks north and south of the subject site are paved; the alley between Cambridge and Sunnybrook are unpaved.

ZBA Considerations for Review

- 5. Standards for Considering Variance Requests.** Section 7.7.14. provides the criteria for the ZBA to consider when considering variance requests:
- A. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship will result to the applicant if the strict letter of the regulations are carried out. Mere inconveniences or increased development costs shall not be deemed hardships under the terms of this provision.

- B. The factual circumstances upon which an application for a deviation is based are unique to the property for which the deviation is sought, and are not applicable to the city generally, or to other property within the same zoning classification.
- C. Any alleged practical difficulty or unnecessary hardship caused by this ordinance has not been created by any persons presently or previously having an interest in the property.
- D. The proposed deviation will not adversely affect the purpose or objectives of this ordinance, nor impair the adequate supply of light and air to adjacent property, nor increase the hazard from fire, flood, and other dangers of said property, nor diminish the marketable value of adjacent lands and buildings, nor increase the congestion in public streets.
- E. The proposed deviation will not otherwise impair the public health, safety, comfort, and general welfare.
- F. The benefit to the applicant will be real and substantial and any detriment to the neighboring property owners and occupants or the community at large is not substantial or is illusory. Benefits and detriments shall be determined in relation to the factors which impair the value and use of properties as related in D & E, above.
- G. The applicant is both willing and able to provide additional amenities beyond those minimally required by this ordinance and/or restrict the use of the property beyond those limitations placed on the property by this ordinance so that the fair market value of neighboring properties will be enhanced beyond the values which would accrue to them if the property were developed and used in strict conformity with the ordinance.
- H. The same or a substantially similar request shall not have been presented to the council in the form of a petition for a zoning amendment and been expressly denied and rejected after a public hearing.
- I. Any special criteria listed for specific deviations in Sections 3.2.2, 4.1.4, and 5.13.15. *This does not appear to apply for this situation.*

We are available to answer questions

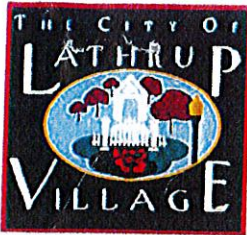
Respectfully,
Giffels Webster



Jill Bahm, AICP
Principal Planner



Sri Ravali Komaragiri, AICP, LEED Green Associate
Senior Planner



A HERITAGE OF GOOD LIVING

City of Lathrup Village
Zoning Board of Appeals
27400 Southfield Road
Lathrup Village, MI 48076

Phone: (248) 557-2600

Fax: (248) 557-2602

Office Use Only

Date Submitted: _____

ZBA Review #: _____

Fee Paid: _____

Hearing Date: _____

Application for Zoning Appeal

Subject Property Address: **27215 SOUTHFIELD ROAD**Subject Property Parcel Number: **24-14-483-016**Property Zoning: **MX - MIXED USE DISTRICT**

Applicant Information

Name: **RAMIL YUSUBOV 27215 SOUTHFIELD RD. LLC**Address: **27215 SOUTHFIELD RD. LATHRUP VILLAGE** State: **MI** Zip Code: **48076**Phone Number: **917-633-4444** Fax: **-**Email Address: **RAMIL@FOCUSMRI.COM**Interest in Property: **LANDLORD (OWNER)**

Property Owner Information

Name: **27215 SOUTHFIELD RD. LLC - RAMIL YUSUBOV**Address: **27215 SOUTHFIELD** State: **MI** Zip Code: **48076**Phone Number: **917-633-4444** Fax: **-**Email Address: **RAMIL@FOCUSMRI.COM**

Variance Information (Attach Additional Pages as Necessary)

1) Section: 5.5	Variance Description: SOLID FENCE OR SOLID LANDSCAPE
2) Section: _____	Variance Description: INSTEAD OF SCREEN WALL
3) Section: _____	Variance Description: _____

Please State the Reason for Requesting an Ordinance Variance: **SEE ATTACHED VARIANCE DESCRIPTION, REASON, PHOTOS & NEIGHBOR LETTER**

Required Items

Prior to **30 Days** before next scheduled regular meeting of the Zoning Board of Appeals the applicant is required to file **10 copies** of plans containing the following items with the Clerk's Office:

- ☐ An application fee for a Zoning Appeal. \$125.00 for Residential Parcels and \$200 for all other Parcels
- ☐ Actual shape and dimensions of the lot, Drawn to Scale
- ☐ The location and dimensions of all existing structures and the location and dimensions of the proposed change (i.e. new structure or alteration of existing one).
- ☐ Existing and intended use for each building or part thereof.
- ☐ Statement of practical difficulties that prevent conformities with the Ordinance Requirements
- ☐ Description of any unique circumstances regarding the property (i.e. parcel shape, location, building, etc)

Application for Zoning Appeal

The Zoning Board of Appeals has the responsibility for making the decision to approve or deny your appeal. Information such as photographs, evidence that you have discussed your appeal with your neighbors, detailed plans, examples of the type of building, structure or the like will provide a better basis for review and understanding of your appeal. Failure to provide adequate specifics and details will result in a refusal by the City staff to accept your application and delay your appearance before the Zoning Board of Appeals.

Standards Used by the Zoning Board of Appeals for Granting Variances

The Zoning Board of Appeals will use the following standards for granting variances. The Applicant is encourage to review Article 7.0 of the Zoning Ordinance prior to appearing before the Board.

Article 7.0, Section 7.7(14) Deviations and Standards

- a) Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship will result to the applicant if the strict letter of the regulations are carried out. Mere
- b) The factual circumstances upon which an application for a deviation is based are unique to the property for which the deviation is sought, and are not applicable to the City generally, or to other property within the same zoning classification.
- c) Any alleged practical difficulty or unnecessary hardship caused by this ordinance has not been created by an persons presently or previously having an interest in the property.
- d) The proposed deviation will not adversely affect the purpose or objectives of this ordinance, nor impair the adequate supply of light and air to adjacent property nor diminish the marketable value of adjacent lands and buildings, nor increase the congestion in public streets.
- e) The proposed deviation will not otherwise impair the public health, safety, comfort, and general welfare.
- f) The benefit to the applicant will be real and substantial and any detriment to the neighboring property owners and occupants or the community at large is not substantial or is illusory. Benefits and detriments shall be determined in relation to the factors which impair the value and use of properties as related in (d) and (e), above.
- g) The applicant is both willing and able to provide additional amenities beyond those minimally required by this ordinance and/or restrict the use of the property beyond those limitations placed on the property by this ordinance so that the fair market value of neighboring properties will be enhanced beyond the values which would accrue to them if the property were developed and used in strict conformity with the ordinance.
- h) The same or a substantially similar request shall not have been presented to the Council in the form of a petition for a zoning amendment and been expressly denied and rejected after a public hearing.
- i) Any special criteria listed for specific deviations elsewhere in this ordinance.

Verbatim Minutes

If any party desires that a verbatim record be kept, \$200.00 shall be paid by the requesting party before the evidentiary portion of the hearing commences. The city shall refund such amount of the fee paid as exceeds the city's actual costs when the proceedings have been completed.

Owner's Affidavit

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and supporting information and data are in all respects true and correct to the best of the Owner's knowledge and belief.

Signature: <u>Embaru M. Watson</u>	Date: <u>12/17/2020</u>
Subscribed and sworn to before me this: <u>SEVENTEENTH</u>	Day of <u>DECEMBER, 2020</u>
Notary Public Name: <u>BARBARA M. WATSON</u>	County of: <u>WAYNE</u> ACTING IN OAKLAND
With Commission to expire on: <u>SEPTEMBER 11, 2027</u>	

Applicant Signature

I/We do hereby swear that the above stated information is accurate and complete.

Name: <u>Ramil Yusubov</u>	
Signature: <u>[Signature]</u>	Date: <u>12-17-2020</u>

BARBARA M WATSON
Notary Public - State of Michigan
County of Wayne
My Commission Expires Sep 11 2027

Lathrup Village Zoning Appeal: 27215 Southfield Road

The Planning Commission, at its December 15, 2020 meeting indicated that a zoning variance will be necessary to **Section 5.5 "Protective or Barrier Walls Required"**.

Reason for Requesting an Ordinance Variance:

The subject property is zoned MX Mixed Use and abuts an R-1 Residential District continuously along its 180 foot long west property line with an existing chain link fence from the northwest corner and stopping approximately 24 feet from the southwest corner.

There are two DTE poles within 12 inches of the west property line in the alley, each with a guy wire running to the north. The north DTE pole has a 16'-4" long guy wire and the south DTE pole has a 26'-0" long guy wire. These will block wall construction along the property line.

At approximately six locations along the property line there are mature trees or clumps of trees and bushes that are growing on the fence line or very close to it. These provide a green barrier between the properties. Constructing a wall would require their removal.

The R-1 property owner along the south 115 feet of the west property line has written a letter (see attached letter) objecting to the construction of a masonry wall because of its appearance, and that it would obstruct his view and provide a safety issue for him.



To Whom It May Concern:

My name is Christopher Jones and I am the homeowner located at 18120 Sunnybrook Ave. It is my understanding that there is a wall that has been proposed on my property line. I am writing to address my concerns and am more than willing to schedule a visit to discuss.

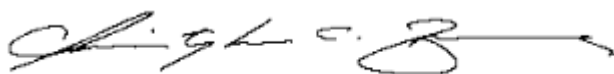
As it has been explained to me city ordinance which is being applied in the case of new ownership requires a solid barrier along the property line. If you review this carefully you will notice this means the proposed wall would run from the sidewalk beyond my northern property line. I feel as though this creates several inconveniences for me as a homeowner. My primary concerns are as follows:

- Obstruction of view when backing out my driveway which is less than 30" from property line
- The safety risk of having a complete blind spot running the length of my property
- Is an ugly wall that was not there when purchased my property going to impact the VALUE of my property

I am more than willing to allow a fence to be erected replacing the current chain fence. The owners of the commercial property and myself have already discussed building a privacy fence together. But I do not want that fence running any further, nor do I think it makes business sense for the owners, or aesthetic sense for my street to run a wall to the sidewalk.

The idea is gaudy, provides no benefit to me as a homeowner and as a Lathrup Village taxpayer I think my voice should be considered in the decision-making process of what impacts my immediate surroundings.

Yours Truly,

A handwritten signature in black ink, appearing to read 'Chris Jones', with a long horizontal flourish extending to the right.

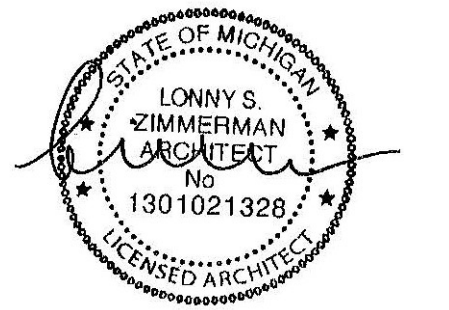
Christopher Jones
18120 Sunnybrook Ave
Lathrup Village, MI 48076
3133732529



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Life Center Adaptive Reuse

Revised SPA and Building Permit - November 30, 2020

27215 Southfield Rd.
Lathrup Village, MI
48076



SITE LOCATION MAP

ARCHITECT:

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OWNER:

MR. RAMIL YUSUBOV
27215 Southfield Rd. LLC

27215 Southfield Rd
southfield, mi 48076
p • 917 • 633 • 4444

SHEET INDEX:

A.0	Cover Sheet
SITE-1	Existing Conditions Plan
SITE-2	Proposed Site Plan (Including Landscape)
A.101	Floor Plan
A.102	Reflected Ceiling Plan and Interior Elevations
A.103	Existing Building Elevations

project name:

Life Center
Adaptive Reuse

project location:

27215 Southfield Rd,
Lathrup Village, MI
48076

date/revision:

- Nov. 6, 2020
- Nov. 11, 2020
- Nov. 25, 2020
- Nov. 30, 2020 - Revised SPA
& Building Permit

sheet title:

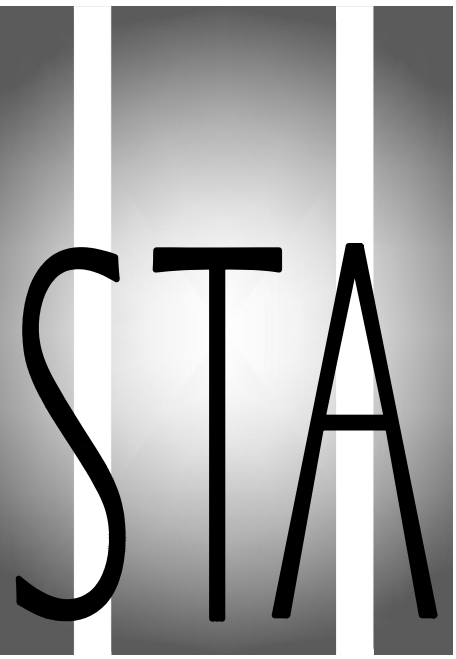
Cover
Sheet

project number:

2527

sheet number:

A.0



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project name:
**Life Center
Adaptive Reuse**

project location:
27215 Southfield Rd,
Lathrup Village, MI
48076

date/revision:
■ Nov. 30, 2020 - Revised SPA
& Building Permit

sheet title:
**Existing
Conditions
Plan**

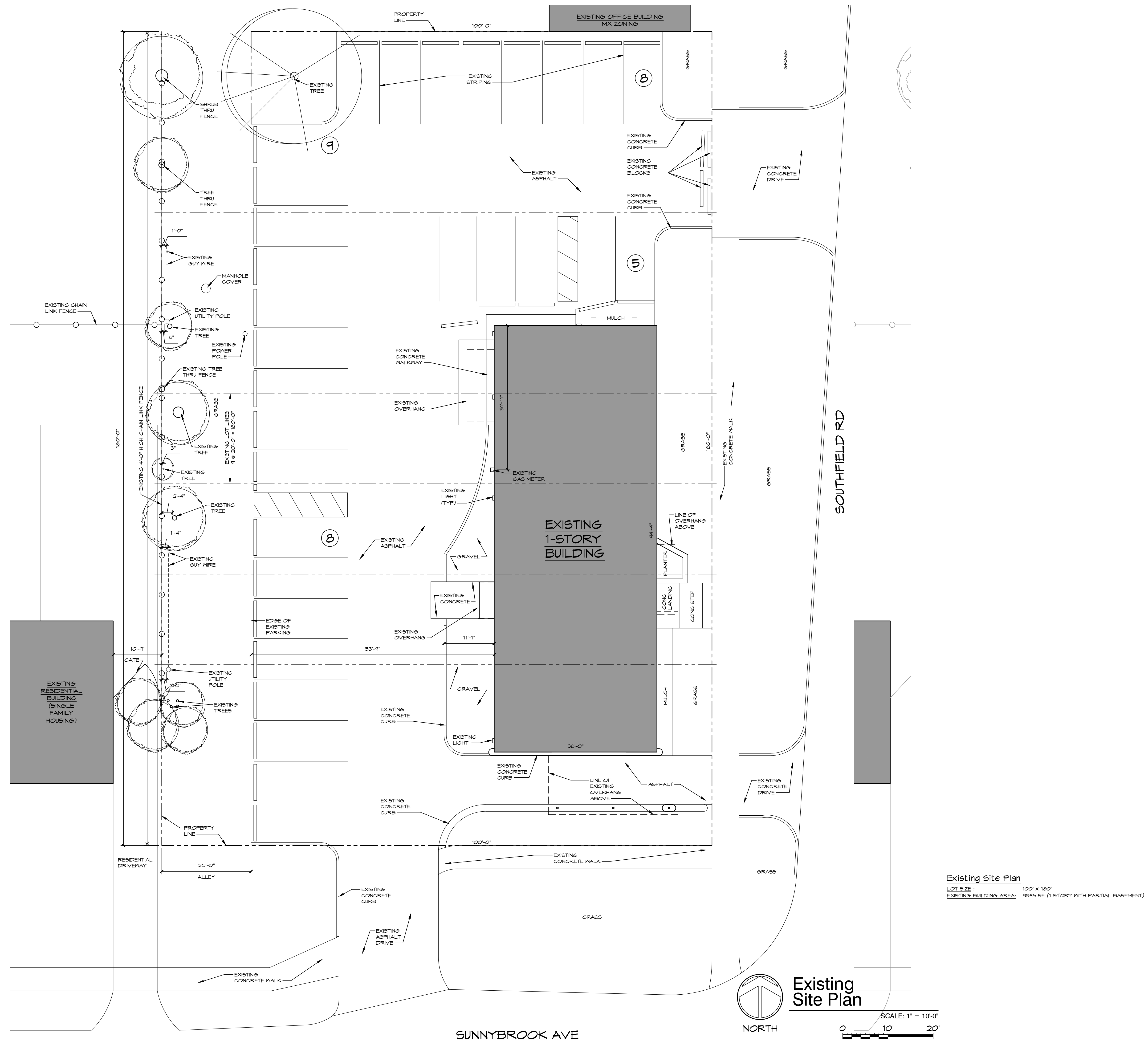
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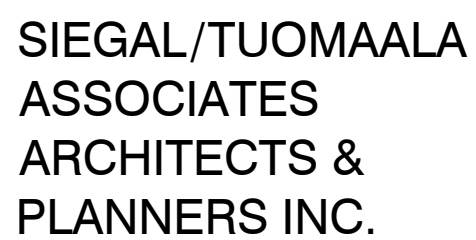
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SITE-1

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project location:
27215 Southfield Rd,
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sheet title:

Proposed Site Plan (Including Landscape)

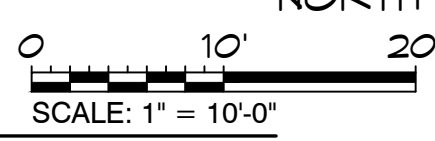
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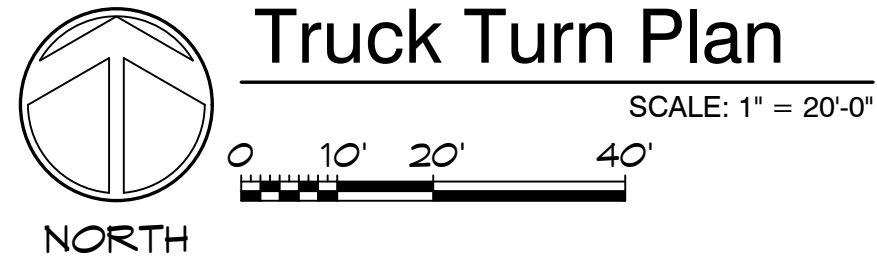
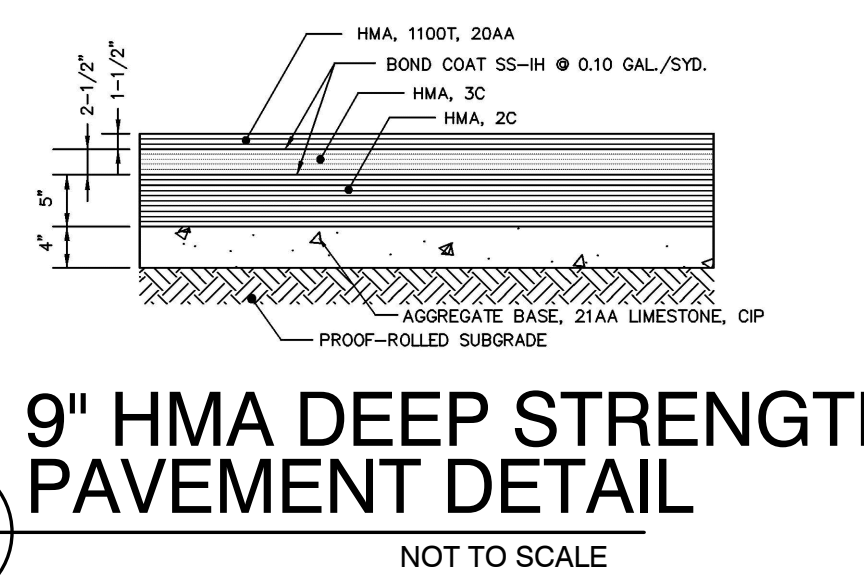
sheet number:

SITE-2

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PLANT SCHEDULE KEY:
 TO - THUJA OCCIDENTALIS 'NIGRA' DARK GREEN ARBORVITAE
 MS - MISCANTHUS SINENSIS 'LITTLE ZEBRA' LITTLE ZEBRA MAIDEN GRASS
 PM - PAEONIA 'FESTIVA MAXIMA' WHITE GARDEN PEONY



SITE DATA

Zoning District: "MX" Mixed Use District

Lot Size: 100' x 150' = 0.415 Acres

Legal Description: T1N, R10E, Sec 14 Louise Lathrup's California Bungalow Sub Lots 10b - 11b

Existing Building: 44'-4" x 36'-0" (excl. unoccupied basement)

Building Setbacks
From R.O.W.: Southfield Rd. (East): 7'-3"
Sunnybrook Ave. (South): 0'-0"
Single Family "R-1" (West): 47'-4"
Office "MX" (North): 64'-6"

Proposed Use: Medical office use

Required Parking: 1 Space per 175 Gross SF
Existing Building: 3346 SF
Mobile MRI Occupied Area: 3346 SF
3346 SF Total

Provided Parking: 3346 SF / 175 = 21 Spaces
(incl. 2 accessible spaces) 23 Spaces

Parking Spaces Size: 8' x 20' with Min. 22" Wide Drive Aisle
Accessible spaces: 8' x 20' with 8' Access Aisle between

Mobile MRI Unit Operating Hours: 7 am - 3 PM
Anticipated frequency of Mobile MRI Unit on Site: 2 days per Week
Mobile MRI Unit Noise Level: 60 Decibels Max.

20' x 50'-0" New Concrete Pad For Mobile MRI unit to be Shared with Deliver Vehicles (1 Space @ 10' x 40' required)

No Trash Dumpster, Trash Cans Bldg. Rear Put Out For City Pick-up

Existing Building Mounted Light Locations To Remain
No Additional Site Parking Lot Lighting

Landscape: 5% Required Landscape Lot Coverage
5% x 100' x 150' = 900 SF Landscape Required
10.5% Provided = 1047 SF Landscape Provided

Parking Lot Landscape:
15 SF Per Parking Space Required
15 SF x 23 Spaces = 345 SF Required 4 400 SF Provided (Min.)

6 Ft. High brick embossed concrete site screen wall added along residential property line except at DTE power poles, pay wires and at entrance to existing mobile MRI unit. No screen wall at residential driveway and the existing chain link fence on the property line to be removed to allow screen wall construction.

Water service line to the building has been inspected at the meter and it has been determined to not be lead.

No Topographical or Boundary Survey Information available.



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project name:
**Life Center
Adaptive Reuse**

project location:
27215 Southfield Rd,
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48076

date/revision:

- Nov. 6, 2020
- Nov. 30, 2020
- Nov. 30, 2020 - Revised SPA
& Building Permit

sheet title:

Floor Plan

project number:

2527

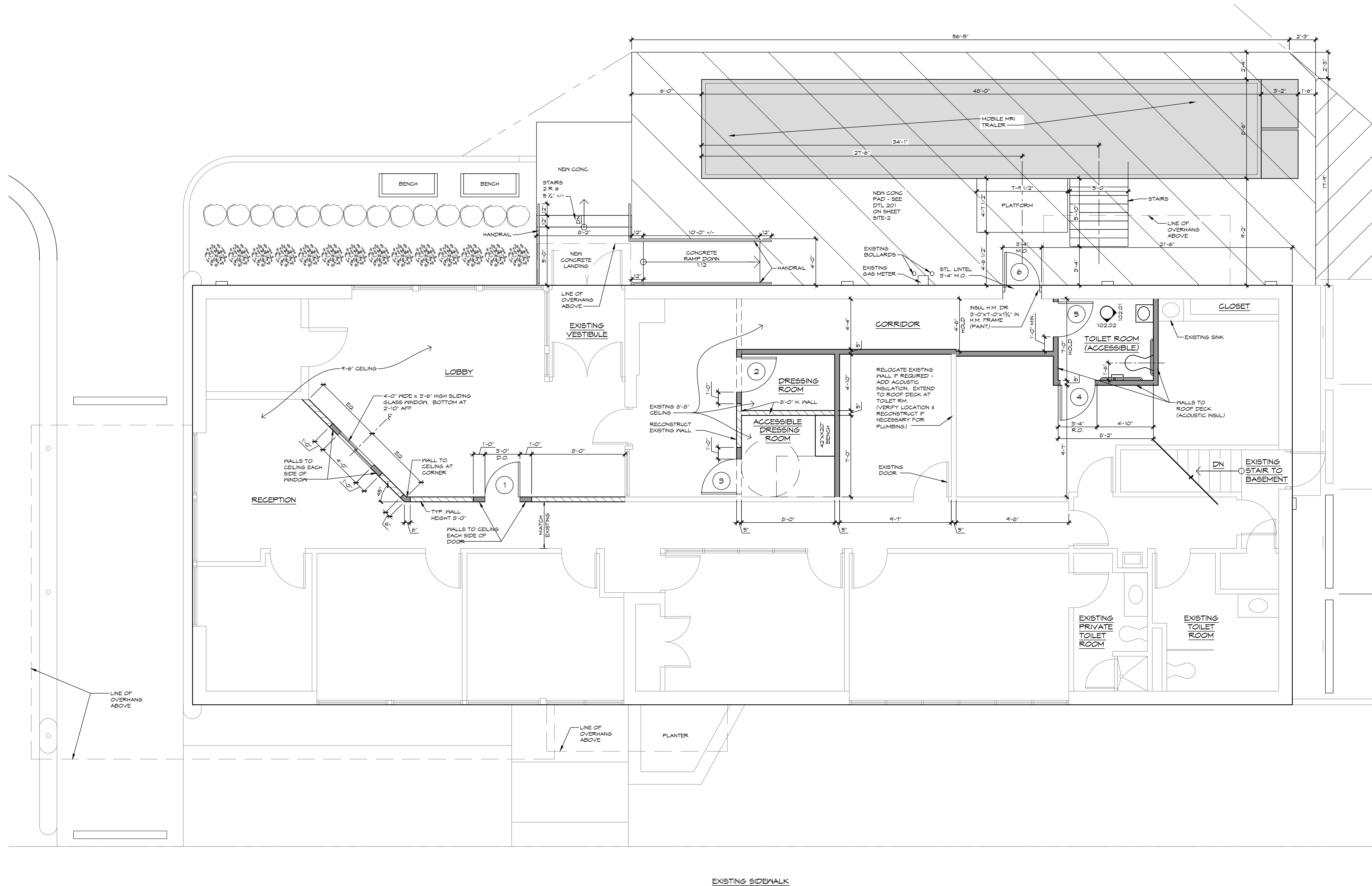
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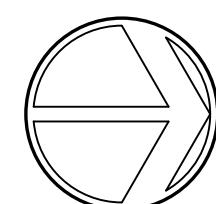


DOOR HARDWARE SCHEDULE

DOOR NO.	HARDWARE
1	B, E, F, G
2	B, E, H
3	B, E, H
4	C, E, F, H
5	C, E, F, H
6	D, E, F, I

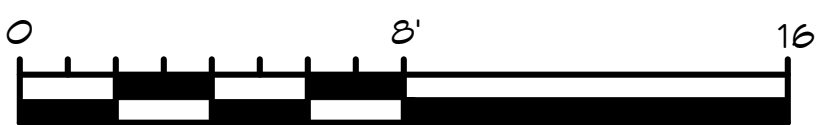
HARDWARE (ALL HARDWARE ACCESSIBLE)

A	PASSAGE SET
B	OFFICE - LOCKSET
C	PRIVACY SET
D	MORTISE SET
E	3 HINGES (BALL BEARINGS)
F	CLOSER
G	FLOOR STOP
H	WALL STOP
I	KICKPLATE (PUSH SIDE)



Floor Plan

SCALE: 1/4" = 1'-0"



WALL LEGEND

	NEW WALL TO CEILING UNLESS NOTED TO ROOF DECK
	NEW 8'-0" HIGH WALL
	EXISTING WALL TO REMAIN
	REMOVE EXISTING WALL

NOTES:

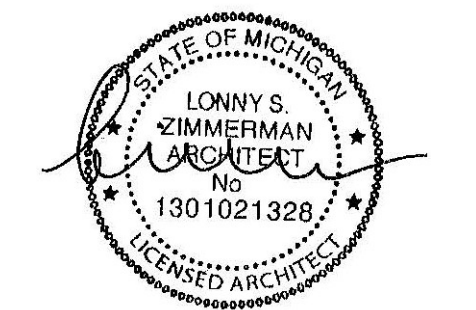
1. WALLS: 5/8" GYP BD EA SIDE OF 3 1/2" MTL
STUD @ 16" O.C. UNLESS NOTED OTHERWISE
(UNO)
2. TYPICAL NEW WALLS TO CEILING UNLESS
NOTED OTHERWISE
3. DOORS TO MATCH EXISTING
3'-0"X7'-0"X1 1/2" S.G. WOOD (UNO) COORD
W/ GENERAL CONTRACTOR.
4. PAINT WALLS (UNO)
5. NEW ACOUSTIC CEILING PER OWNER
6. FLOORING PER OWNER
7. MOUNTING HEIGHTS OF ALL NEW
ACCESSIBLE TOILET ROOM FIXTURES PER
MICH BUILDING CODE
8. INSULATE NEW TOILET ROOM WALLS AND
CEILING



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project name:
**Life Center
Adaptive Reuse**

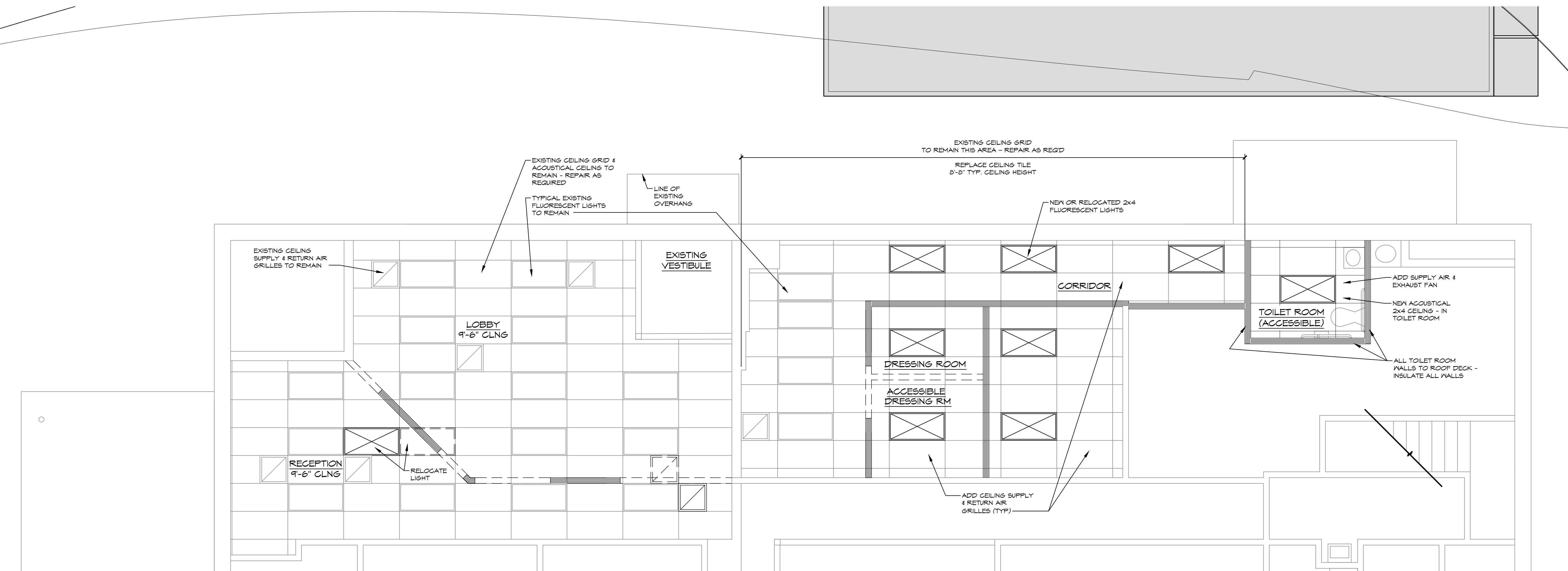
project location:
27215 Southfield Rd,
Lathrup Village, MI
48076

date/revision:
 ■ Nov. 6, 2020
 ■ Nov. 30, 2020 - Revised SPA
 & Building Permit
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sheet title:
**Reflected Ceiling
Plan and Interior
Elevations**

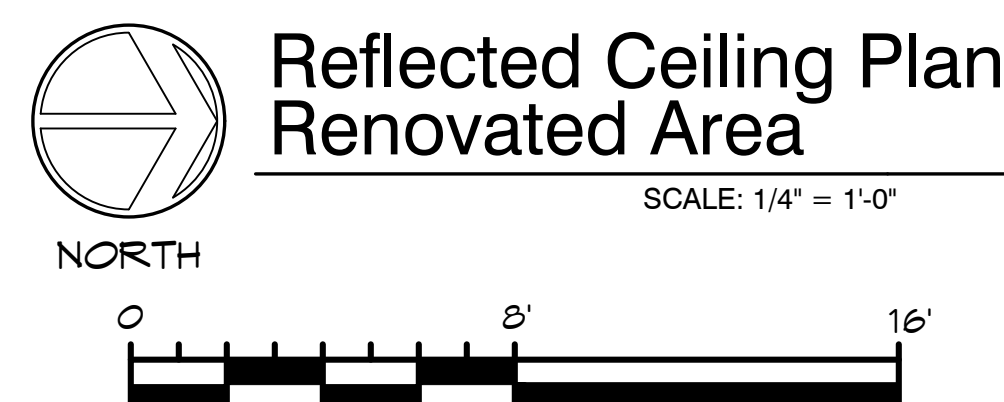
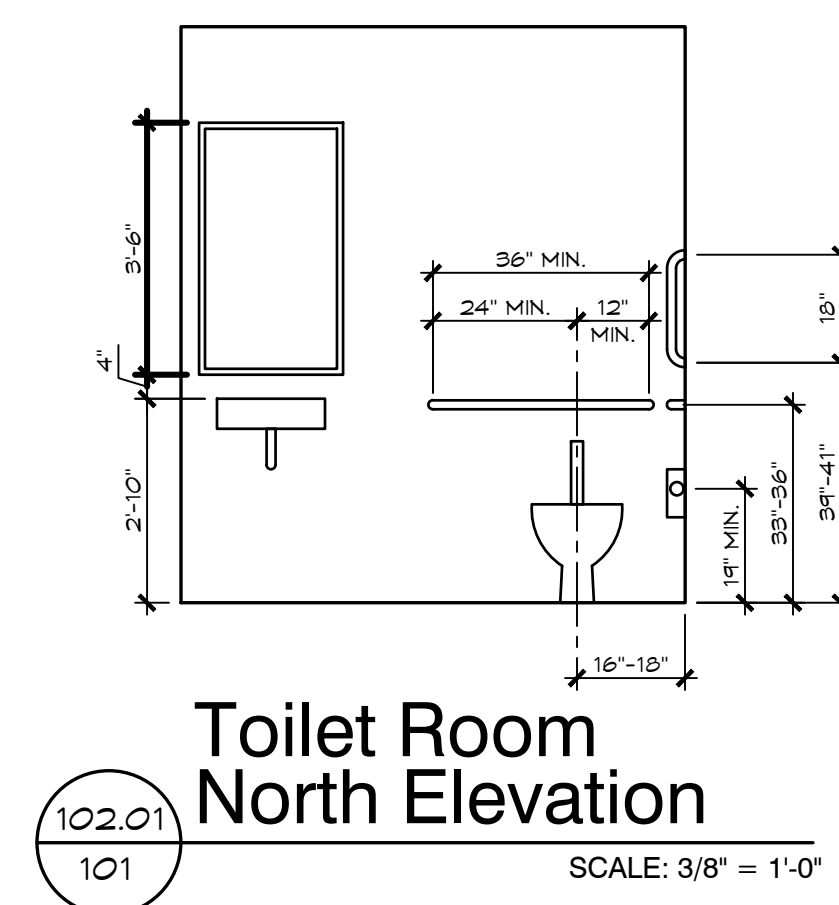
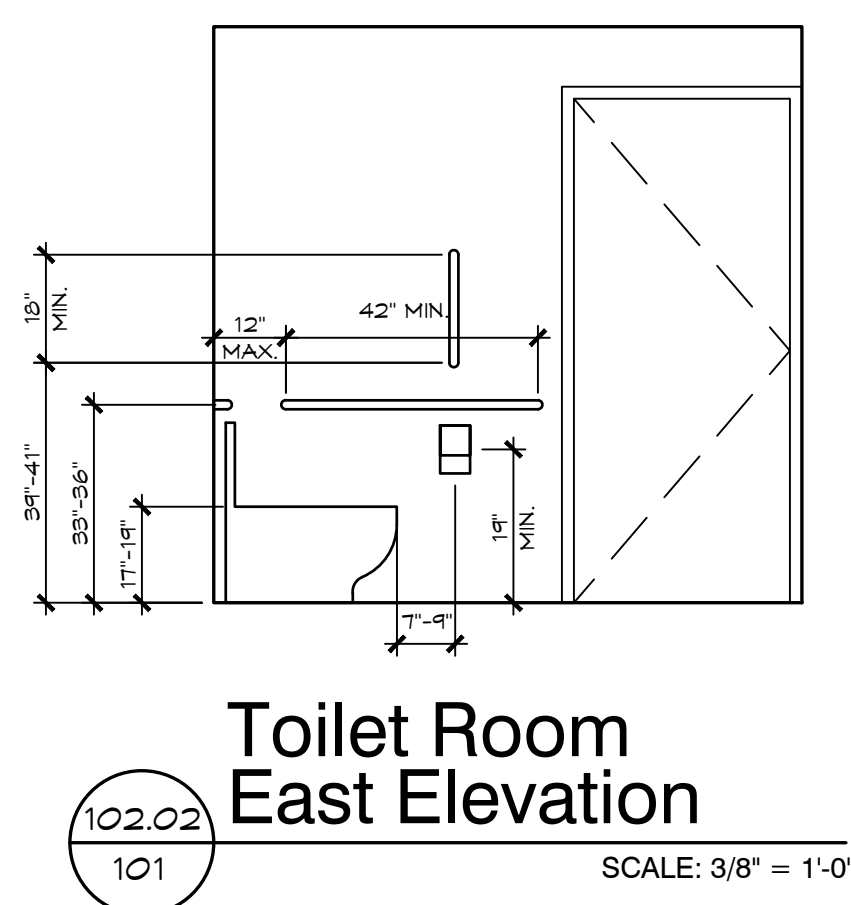
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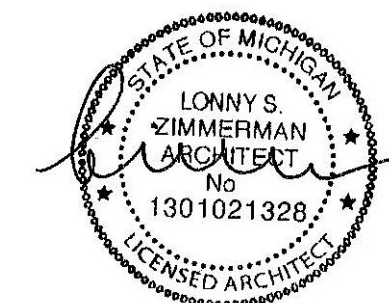


WALL LEGEND

- NEW WALL TO CEILING UNLESS NOTED TO ROOF DECK
- NEW WALL WITH TOP @ 8'-0" AFF - OPEN ABOVE



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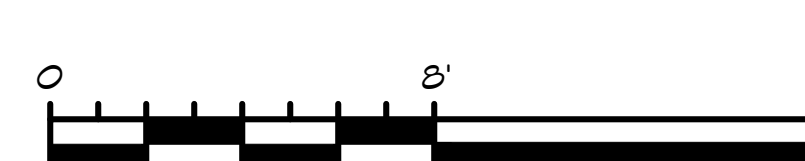


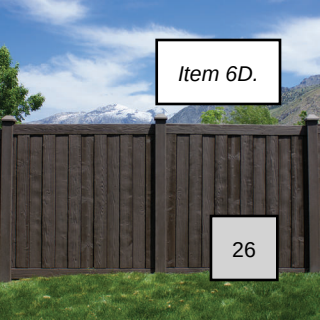
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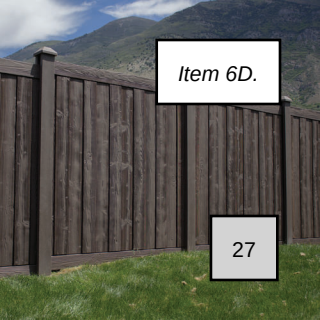
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Item 6D.

26



Item 6D.

27



Item 6D.

28

Item 6D.

Cambridge Blvd

Cambridge Blvd

Southfield Rd

Southfield Rd

Southfield Rd

Sunny

210 ft

27215 Southfield Rd, Lathrup Village, MI 48076, USA

Sunnybrook Ave

CITY OF LATHRUP VILLAGE CITY COUNCIL STUDY SESSION MEETING MINUTES JANUARY 25, 2021

MINUTES OF THE STUDY SESSION MEETING OF THE CITY OF LATHRUP VILLAGE HELD ON MONDAY, JANUARY 25, 2021 HELD REMOTELY VIA ZOOM.

The meeting was called to order at 6:02 p.m. by Mayor Garrett and Roll Call was taken.

Present: Mayor Mykale Garrett and Mayor Pro Tem Bruce Kantor
Council members Ian Ferguson, Saleem Siddiqi

Excused: Council member Donna Stallings

Also Present: City Attorney, Scott Baker, Treasurer, Pamela Bratschi and City Clerk Yvette Talley

Purpose of meeting is to discuss City Council Agenda items.

A. Discussion Items:

A. Discussion – Proposed Mixed Use Development (deed restriction) – Julie Collins and David Flaherty

Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions. There was a tentative proposal of the Lathrup School property next to City Hall. The proposed concept would consist of approximately 190-bedroom rental units and 6,000 sq. ft. of retail space. The proposed project includes the Lathrup Park property owned by the City of Lathrup Village. Southfield Public Schools has a deed restriction on this property which limits the use to recreational purposes only. In order to move the project forward, the City will look into asking Southfield Public Schools to release the deed restriction. There was a consensus from City Council to have the City Attorney move forward with drafting a letter to Southfield Public School Board requesting to grant a release of the deed restriction. City Attorney Baker stated - if they don't agree to release the deed restriction, the City will be limited as to what they can do with the parcel.

B. Discussion - RFQ -Real Estate Professional Services – House in the Woods Property

Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions.

Natasha Hughes stated she is with -Smith- Property Management Services and realtor Lynn and Associates is the name used when acting as a realtor. She works with a broker who has 30 years of experience selling commercial and residential property.

Discussed – Laurie Bell stated Council didn't give her direction on what to do with the property. Dr. Theriot stated the it was communicated to her that City Council was sending out for bid again. Dr. Theriot state the last RFP was to find a developer/builder for the property. The city never entered into a contract with Mrs. Bell and since that time, City Council decided to put the property on the market. When the RFP was issued, Dr. Mitchell Theriot sent a copy to Laurie Bell to make sure she was aware that we were going in this direction. Dr. Mitchell Theriot and Attorney Baker will move forward with entering into an agreement with Natasha Hughes-Smith.

C. Discussion Trash

Mayor Pro Tem Kantor stated there is a problem with trash along the business corridor. Resolve: The City will send a letter to businesses to remind them to clean up their trash.

D. Auditor – RFP Update

Dr. Sheryl Mitchell Theriot stated she compared audit services provided by other municipalities. She will meet with Council member Siddiqi and Council member Ferguson to look at drafting language for these services.

E. Appointments

Discussed appointments to Board of Review. Rhonda Wilson term will expire December 31, 2022, Regina Jones term will expire December 31, 2023, Leonard Alford III term will expire December 31, 2024.

F. Appointments DDA

Discussed appointments to the DDA. Susie Stec stated currently it's a 10-member Board. The DDA has recommended to City Council to reduce the size of the board to nine (9) members and eliminate the alternate position. This will help with the quorum and the odd number will help is there is a tie vote.

Pam Shermeyer term will expire February 1, 2025

Mark Watts term will expire February 1, 2023

G. Agenda Items

None

Mayor and Council Comments

Bruce Kantor asked about a letter received from Karen Miller and Mayor Garrett stated she will acknowledge receipt of her letter.

Mayor Garrett explained – the contract for food distribution expired August 2020 and because they were not awarded a contract for our area, the food drives ended. Mayor Garrett and others are trying to put together a winter food drive.

There have been questions about the City Administrator's car allowance. Lathrup Village City Administrator has received a car allowance for many years. In the past, the City Administrator received a car.

Ian Ferguson stated he has never said the City of Lathrup Village was destitute. (In response to a letter from Karen Miller)

City Council thanked the Police Department for a great job they're doing.

Mayor Garrett read a text message from Council member Stallings indicating she's unable to attend the meeting today.

Public Comments

None

Adjourn: 6:48 p.m.

CITY OF LATHRUP VILLAGE CITY COUNCIL STUDY SESSION MEETING MINUTES FEBRUARY 1 ,2021

MINUTES OF THE STUDY SESSION MEETING OF THE CITY OF LATHRUP VILLAGE HELD ON MONDAY, FEBRUARY 1, 2021 HELD REMOTELY VIA ZOOM.

Present: Mayor Mykale Garrett and Mayor Pro Tem Kantor
Council members Ian Ferguson and Saleem Siddiqi

Absent: Council member Donna Stallings

Also Present: City Administrator, Dr. Sheryl Mitchell Theriot, City Attorney, Scott McKee, Chief of Police, Scott Baker, Asst. City Administrator/Treasurer, Pamela Bratschi, Director, Community and Economic Development, Susie Stec, Government Operations Asst., Kelda London and City Clerk, Yvette Talley

This meeting was held remotely. All City Council members stated they are in Lathrup Village, MI- Oakland County

Meeting was called to order at 7:07 p.m. by Mayor Garrett

Purpose of the meeting is to discuss City Council Agenda items.

Discussed items:

A. Discussion – LVPD Recruitment Effort & Signing Bonus

Dr. Sheryl Mitchell Theriot stated there have been challenges recruiting officers. Discussion of signing bonus in comparison of other cities. Officers are looking for defined benefit retirement plan -vs- defined contribution retirement plan. A flyer has been created to show the competitive benefits/salary with the signing bonus.

B. Discussion -Cannabis Caregiver Ordinance- Update

Jill Bahm gave an overview and answered specific questions. The current Zoning Ordinance does not regulate registered primary caregivers. Michigan Medicinal Marijuana Act (MMMA), the Supreme court ruled that municipalities have the authority to regulate land use as long as:

1. The municipality does not prohibit or penalize the cultivation of medical marijuana; and
2. The municipality does not impose regulations that are unreasonable and inconsistent with regulations established by state law.

The primary caregivers are only licensed to provide cannabis to five individuals and is therefore low intensity in terms of traffic and parking. The city's office district is along 12 Mile Road. This area has shops/offices where people can be in and out.

The purpose of this ordinance so we can enforce against the caregivers Ordinance operations that are taking root in residential neighborhoods. Objective is to level the playing field with the other potential uses coming in the city and to make sure they are not locating in residential areas.

Page 2 – February 1, 2021- Study Session

C. Discussion-Technology Upgrades

Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions. The purpose of Point & Pay is to make it easier for residents to take care of business. This will give the ability to pay online with credit card and e-billing.

ClearGov – Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions. The Government Finance Officers Association (GFOA) budget presentation award program is a cloud platform which makes the budget information accessible and instantly updated. City Council requested a demonstration to look at this information and City Administrator will set up a virtual meeting to do so.

D. Budget Calendar - Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions. She presented the proposed budget calendar for FY 2021/2022 and City Administrator evaluation dates.E. City Administrator Updates

Zoom is offering a closed captioning feature which will be used starting with today's meeting. City offices will be closed February 15, 2021 for President's day.

Staff and City Council will meet virtually through GoToMeeting with Jim Nash- Oakland County Water Resources Commissioner to discuss their initiatives for the new year, updates to the Evergreen-Farmington system and conversion from a sewage disposal system to a sanitary drain.

Winter property taxes are due Tuesday, February 16th

House In the Woods Realtor RFP- realtor submitted documents that were forwarded to City Attorney. This will appear on the February 22, 2021 Council agenda.

Police Department – Mr. Redstone has started the process for the space study in the basement area of City Hall.

Water Department – Web pages being updated to include more detailed information for residents. Reminders of the water survey are included on the bottom of water bills for residents. A special mailing will be done to encourage more voluntary participation.

Met with Revize regarding updating the website for the City.

Planning Commission meeting will be Tuesday, February 16 at 7:00 p.m.

DDA Board Meeting – February 19 at 12 noon

Economic Vitality Meeting – February 5 at 9:00 a.m.

Promotions Committee Meeting – February 18 at 9:00 a.m.

Page 3 – February 1, 2021- Study Session

Mayor and Council Comments

Mayor Pro Tem Kantor asked for tree committee update. Susie Stec reported – she met with the committee they discussed- maintenance, education, home forestry class, reestablishing tree program for residents, will apply for grants in early spring/summer. They will meet again in March and reach out to people who may be interested in the committee. Dr. Sheryl Mitchell Theriot gave an update sidewalk program – incorporated the information that's in See Click fix into the overall data base, asked Code Enforcement officer to check the neighborhoods south of I696 in order to get an estimate of what is needed.

Public Comments

None

Adjournment

Meeting adjourned at 7:05 p.m.

CITY OF LATHRUP VILLAGE JOINT MEETING MINUTES FEBRUARY 8, 2021

MINUTES OF THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF LATHRUP VILLAGE, AND CITY OF LATHRUP VILLAGE PLANNING COMMISSION HELD ON MONDAY, FEBRUARY 8, 2021 HELD REMOTELY VIA ZOOM.

The meeting was called to order at 6:00 p.m. by Chair Mark Piotrowski and Roll Call was taken.

Commissioners Present:

- Mark Piotrowski, Chair
- Jason Hammond, Vice Chair
- Bruce Kantor, City Council Liaison
- Wilbert Fobbs, III, Resident
- Charito Hulleza, Resident
- Les Stansbery, Resident

City of Lathrup Village: City Administrator, Dr. Sheryl L. Mitchell Theriot, Assist City Admin/Treasurer, Pamela Bratschi, City Attorney, Scott Baker, Community and Economic Development Director, Susie Stec and City Clerk, Yvette Talley

Others Present: Jill Bahm Giffels Webster

This meeting is being held remotely. All Commissioners who were present announced they are in Lathrup Village, Michigan, Oakland County

PC-21-21 Approval of Agenda

Motion by Commissioner Kantor, seconded by Commissioner Hammond to approve the Agenda.

Ayes: Fobbs, Hammond, Hulleza, Kantor, Piotrowski, Stansbery

No: None

Motion carried.

PC-21-22 Motion to Excuse Commissioner Anna Thompson

Motion by Commissioner Hammond, seconded by Commissioner Kantor to excuse Commissioner Anna Thompson from this meeting.

Ayes: Fobbs, Hammond, Hulleza, Kantor, Piotrowski, Stansbery

No: None

Motion carried.

CITY OF LATHRUP VILLAGE JOINT MEETING MINUTES FEBRUARY 8, 2021

PC-21-23 Public hearing – Primary Caregiver Overlay District Ordinance

Chair Piotrowski opened the public hearing.

Scott Baker gave an overview and answered specific questions. The purpose of amending the Ordinance for Primary Caregivers – Currently in the City of Lathrup Village there are no regulations for these uses which means they can operate in the city without any oversight and regulation. It provides framework that will be applied to potential users medical and recreational marijuana. Also, it will identify an area in the city where these particular uses will be accepted. This is being done to minimize the impact on the majority of residents and businesses. There were no public comments. Chair Piotrowski closed the public hearing.

PC-21-24 New Business

a. Primary Caregiver Overlay District

Jill Bahm gave an overview and answered specific questions. Michigan Medical Marijuana Act (MMMA)-2008 allows registered caregivers to grow and sell for qualifying patients up to 12 plants per patient – serving up to 5 patients. The City may adopt ordinances to establish local zoning regulations that apply to registered caregivers and other cannabis facilities. The City wanted to make sure these uses are not located in neighborhoods. Discussion – Currently, there are no buffers and they are allowed in residential districts. In order to remove the use in the residential districts and to give them opportunity in the office district. In this proposal, there will be no buffers in the office district.

Motion by Commissioner Hammond, seconded by Commissioner Hulleza to recommend approval to amend the Zoning Ordinance for the Primary Caregiver Overlay District.

Ayes: Fobbs, Hammond, Hulleza, Kantor, Piotrowski, Stansbery

No: None

Motion carried.

PC-21-25 Public Comment

None

PC-21-26 Adjournment

Motion by Commissioner Hammond, seconded by Commissioner Kantor to adjourn the Planning Commission meeting.

Ayes: Fobbs, Hammond, Hulleza, Kantor, Piotrowski, Stansbery

CITY OF LATHRUP VILLAGE JOINT MEETING MINUTES FEBRUARY 8, 2021

No: None

Motion carried.

The Lathrup Village City Council meeting was called to order at 6:27 p.m. by Mayor Garrett and Roll Call was taken.

Present: Mayor Mykale Garrett and Mayor Pro Tem Kantor

Council member: Saleem Siddiqi and Donna Stalling

Excused: Council member Ferguson (arrived at 6:36 p.m.)

City of Lathrup Village: City Administrator, Dr. Sheryl L. Mitchell Theriot, Assist City Admin/Treasurer, Pamela Bratschi, City Attorney, Scott Baker, Community and Economic Development Director, Susie Stec and City Clerk, Yvette Talley

City Council members each stated they are in Lathrup Village, MI – Oakland County.

CO-21-27 Motion to Excuse Council member Ian Ferguson

Motion by Mayor Pro Tem Kantor, seconded by Council member Siddiqi to excuse Council member Ferguson from this meeting.

Ayes: Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-21-28 Approval of Agenda

Motion by Mayor Pro Tem Kantor, seconded by Council member Siddiqi to approve the Agenda.

Ayes: Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-21-29 New Business

a. Primary Caregiver Overlay District

Attorney Scott Baker gave an overview and answered specific questions. All Council members were present at the Planning Commission meeting and heard the presentation of the proposed amendment to the Zoning Ordinance that is created specifically for the Primary Caregiver for the 2008 voter initiative Medical Marihuana Act.

CITY OF LATHRUP VILLAGE JOINT MEETING MINUTES FEBRUARY 8, 2021

Council member Stallings and Mayor Garrett expressed their concerns of not having a buffers for schools.

Chief Scott Mckee stated the ordinance is good for the City because it can be regulated with controls especially with the odor problem. Filtration systems will be in place to prevent odor from spreading throughout the city.

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to Approve An Ordinance To Amend the City of Lathrup Village Zoning Ordinance Article 2. To Add definitions for Cannabis Facilities, Article 3, To add Licensed Primary Caregiver Facilities as permitted uses, and to add Article 4, specific Standards for licensed caregivers will become effective upon publication.

Ayes: Ferguson, Kantor, Siddiqi

No: Garrett, Stallings

Motion carried.

CO-21-30 **b. Schedule a Pubic Hearing for CDBG Program Year 2021-2022 on February 22, 2021**

Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions.

Motion by Mayor Pro Tem Kantor, seconded by Council member Siddiqi to schedule the 2021 Community Development Block Grant (CDBG) Public Hearing for February 22, 2021 at 7:00 p.m.

Ayes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-21-31 **Public Comment**

None

CO-21-32 **Adjournment**

Motion by Council member Siddiqi, seconded by Council member Ferguson to adjourn this meeting.

Ayes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

The meeting was adjourned at 7:10 p.m.

Transcribed by Yvette Talley

Mykale Garrett, Mayor

Transcribed by Yvette Talley
City Clerk

Meeting adjourned: 7:30 p.m.

Transcribed by: Yvette Talley, City Clerk

CITY OF LATHRUP VILLAGE JOINT MEETING MINUTES FEBRUARY 10, 2021

MINUTES OF THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF LATHRUP VILLAGE, AND THE DOWNTOWN DEVELOPMENT AUTHORITY HELD ON MONDAY, FEBRUARY 10, 2021 HELD REMOTELY VIA ZOOM.

Meeting was called to order by Mayor Mykale Garrett at 6:10 p.m.

Present: Mayor Mykale Garrett and Mayor Pro Tem Kantor

Council member: Ian Ferguson, Saleem Siddiqi

Absent: Council member Donna Stallings

City of Lathrup Village: City Administrator, Dr. Sheryl L. Mitchell Theriot, Assist City Admin/Treasurer, Pamela Bratschi, City Attorney, Scott Baker, Community and Economic Development Director, Susie Stec and City Clerk, Yvette Talley

City Council members each stated they are in Lathrup Village, MI – Oakland County.

DDA Board of Directors Call to Order

Chair Dan Sugg called the meeting to order and roll call was taken by Susie Stec.

Bobbi Lovins – Located in Birmingham, MI – Oakland County

Bryan Ford – Located in Lathrup Village, MI – Oakland County

Mayor Mykale Garrett – Located in Lathrup Village, MI – Oakland County

Dr. Sheryl Mitchell Theriot – Located in Lathrup Village, MI – Oakland County

Fred Prime – Located in Lathrup Village, MI – Oakland County

Pam Shermeyer – Located in Lathrup Village, MI – Oakland County

Dan Sugg – Located in Lathrup Village, MI – Oakland County

CO-21-33 City Council Motion to go into Closed Session

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to go into Closed Session to discuss pending litigation.

In accordance with MCL 15.268, Section 8(3)- To consult its attorney regarding trial or settlement strategy in connection with specific pending litigation.

Ayes: Ferguson, Garett, Kantor, Siddiqi

No: None

Motion carried.

CITY OF LATHRUP VILLAGE JOINT MEETING MINUTES FEBRUARY 10, 2021

CO-21-34 Motion for the DDA Board to go into Closed Session

Motion by Board member Lovins, seconded by Board member Prime to go into Closed Session to discuss pending litigation.

In accordance with MCL 15.268, Section 8(3)- To consult its attorney regarding trial or settlement strategy in connection with specific pending litigation.

Ayes: Lovins, Ford, Prime, Shermeyer, Garrett, Theriot, Sugg

No: None

Motion carried.

CO-21-35 Adjournment to Reconvene as City Council

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to adjourn the Closed Session Meeting and reconvene as the City Council.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-36 Adjournment to Reconvene as the DDA Board

Motion by Board member Ford, seconded by Board member Lovins to reconvene as the Downtown Development Authority.

Ayes: Lovins, Ford, Prime, Shermeyer, Garrett, Theriot, Sugg

No: None

Motion carried.

CO-21-37 Public Comment- City Council & DDA

None

CO-21-38 City Council Comments

Mayor Pro Tem Kantor stated bids for road improvements are significantly under what was estimated. Which means more roads will be fixed than anticipated.

CITY OF LATHRUP VILLAGE JOINT MEETING MINUTES FEBRUARY 10, 2021

The meeting was adjourned at 7:23 p.m.

Transcribed by Yvette Talley

Mykale Garrett, Mayor

Transcribed by Yvette Talley

City Clerk

Memorandum

To: Mayor and City Council

From: Pamela Bratschi, Treasurer/Assistant City Administrator

Date: February 17, 2021

Re: Monthly Approval of Disbursements

Attached are reports for the Cities Monthly Disbursements for the Month of January 2021.

MOTION:

To approve the Monthly Disbursements for the month of January 2021 as:

JANUARY DISBURSEMENTS W/ SALARY INCLUDED			
FUND 101	GENERAL FUND	\$	493,379.47
FUND 202	MAJOR ROADS	\$	9,682.32
FUND 203	LOCAL ROADS	\$	9,635.38
FUND 258	CAPITAL FUND	\$	16,193.00
FUND 494	DOWNTOWN DEV. AUTH	\$	14,116.19
FUND 592	WATER & SEW	\$	424,790.41
TOTAL DISBURSEMENTS		\$	967,796.77

CITY OF LATHRUP VILLAGE

Disbursement Report

Period covered 1/1/2021-1/15/2021

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$14,110.28	Bratschi, Carlton, London, Mitchell Talley
DDA	\$2,886.25	Stec, Dahl
Bldg Mnt	\$0.00	
Police	\$37,729.23	Becker, Button, Carmack, Huston Knoll,Lask,Lawrence, McKee,Roberts Tackett,Tompkins Upshaw, Zang
DPS	\$0.00	
Water	\$1,038.79	Carlton
Recreation	\$1,882.33	Clough

Total Gross	\$57,646.88
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Deductions	\$21,806.28
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Net Payroll	\$35,840.60
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* Fund Totals Include Gross Payroll

General Fund	\$53,721.84
Major Road Fund	\$0.00
Local Road Fund	\$0.00
Capital Acquisition Fund	\$0.00
Debt Service Fund SDS Bonds	\$0.00
Downtown Development Authority	\$2,886.25
Water & Sewer Fund	\$1,038.79
Total	\$57,646.88

CITY OF LATHRUP VILLAGE**Disbursement Report**

Period covered 1/16/2021-1/31/2021

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$14,414.07	Bratschi, Carlton, London, Mitchell Talley, Sweidan
DDA	\$3,341.44	Stec, Dahl, Sweidan
Bldg Mnt	\$0.00	
Police	\$37,337.50	Becker, Button, Carmack, Huston Knoll,Lask,Lawrence, McKee,Roberts Tackett,Tompkins Upshaw, Zang
DPS	\$0.00	
Water	\$1,038.79	Carlton
Recreation	\$1,882.33	Clough

Total Gross \$58,014.13

Deductions \$20,843.71

Net Payroll \$37,170.42

* Fund Totals Include Gross Payroll

General Fund	\$439,657.63
Major Road Fund	\$9,682.32
Local Road Fund	\$9,635.38
Capital Acquisition Fund	\$16,193.00
Debt Service Fund SDS Bonds	\$0.00
Downtown Development Authority	\$11,229.94
Water & Sewer Fund	\$423,751.62
Total	\$910,149.89

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-206.000	TAX OVERAGE REFUND	CORELOGIC TAX SERVICE	TAX OVERAGE	264.54	2753
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	MICHIGAN ST. DISBURSEMEN	CHILD SUPPORT	282.75	44913
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	POLICE & FIREMEN'S INS.	INSURANCE	56.34	44922
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	AFLAC	AFLAC INSURANCE	128.60	44936
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	MICHIGAN ST. DISBURSEMEN	CHILD SUPPORT	282.75	44954
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	SHERYL MITCHELL THERIOT	REIMBURSEMENT FROM MERS OVERPAYMENT	231.46	44960
101-000.000-246.000	POLICE UNION DUES	COMMAND OFFICERS ASSN. O	UNION DUES	67.60	44887
101-000.000-246.000	POLICE UNION DUES	POLICE OFFICERS ASSOC.	UNION DUES	532.10	44923
101-000.000-283.000	PERFORMANCE BONDS	KELLY E KENNEDY TR OF TH	BD Bond Refund	50.00	44904
101-000.000-283.000	PERFORMANCE BONDS	POWER HOME SOLAR	BD Bond Refund	1,473.36	44924
101-000.000-283.000	PERFORMANCE BONDS	Ransom Carpentry LLC	BD Bond Refund	150.00	44925
101-000.000-283.000	PERFORMANCE BONDS	Renewal By Andersen	BD Bond Refund	150.00	44958
101-000.000-283.000	PERFORMANCE BONDS	TITLE BROTHERS CONSTRUCT	BD Bond Refund	150.00	44964
101-000.000-283.000	PERFORMANCE BONDS	Wallside Windows	BD Bond Refund	150.00	44968
101-000.000-283.000	PERFORMANCE BONDS	Wallside Windows	BD Bond Refund	150.00	44968
101-000.000-283.000	PERFORMANCE BONDS	Wallside Windows	BD Bond Refund	150.00	44968
101-000.000-283.000	PERFORMANCE BONDS	Wallside Windows	BD Bond Refund	150.00	44968
101-000.000-283.000	PERFORMANCE BONDS	Wallside Windows	BD Bond Refund	150.00	44968
101-000.000-283.000	PERFORMANCE BONDS	Wallside Windows	BD Bond Refund	150.00	44968
101-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	ICMA RETIREMENT TRUST-45	ICMA DEF COMP 457	3,793.61	44900
101-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	ICMA RETIREMENT TRUST-45	ICMA DEF COMP 457	4,722.73	44949
101-000.000-448.000	INSURANCE REIMBURSEMENT	B AND B COLLISION CORP	2018 TAHOE - REPAIR	14,155.17	44873
Total For Dept 000.000				27,241.01	
Dept 100.000 GOVERNMENT SERVICES					
101-100.000-708.000	PROPERTY & LIABILITY INSURANC	MICHIGAN MUNICIPAL LIABI	POOL RENEWAL PREMIUM	34,466.00	44912
101-100.000-710.000	UNEMPLOYMENT INSURANCE	MICHIGAN MUNICIPAL LEAGU	UNEMPLOYMENT COMPENSATION	1.17	44911
101-100.000-726.000	OFFICE SUPPLIES	STAPLES	OFFICE SUPPLIES	50.99	44962
101-100.000-803.000	MEMBERSHIPS & MEETINGS	KEEP MICHIGAN BEAUTIFUL,	CONTRIBUTION	25.00	44903
101-100.000-803.000	MEMBERSHIPS & MEETINGS	CARDMEMBER SERVICE	BUILDING SUPPLIES, GOVERNMENT OPERATI	145.00	44882
101-100.000-804.000	BUILDING TRADE INSPECTION	MCKENNA & ASSOC.	PLUMBING, MECHANICAL AND ELECTRICAL I	2,563.95	44908
101-100.000-804.000	BUILDING TRADE INSPECTION	MCKENNA & ASSOC.	BUILDING INSPECTIONS	8,008.00	44908
101-100.000-805.000	CABLE TELEVISION	C V STUDIOS	CABLE SERVICES PROVIDED	3,333.00	44940
101-100.000-832.000	CITIZEN COMMUNICATION/PR	OAKLAND SCHOOLS	WINTER TAX BILLS, NEWSLETTER	1,967.25	44918
101-100.000-848.000	GOVERNMENT OPERATIONS	CARDMEMBER SERVICE	BUILDING SUPPLIES, GOVERNMENT OPERATI	426.53	44882
101-100.000-848.000	GOVERNMENT OPERATIONS	I.T. RIGHT	LAPTOP ITRO	8.35	44898
101-100.000-848.000	GOVERNMENT OPERATIONS	PITNEY BOWES	LEASE PAYMENT	356.64	44921
101-100.000-848.001	TECHNOLOGY	I.T. RIGHT	MICROSOFT 365 BUSINESS STANDARD	101.10	44898
101-100.000-848.001	TECHNOLOGY	I.T. RIGHT	OUTSTANDING BALANCE	30.00	44898
101-100.000-848.001	TECHNOLOGY	CARDMEMBER SERVICE	BUILDING SUPPLIES, GOVERNMENT OPERATI	171.16	44882
101-100.000-848.001	TECHNOLOGY	I.T. RIGHT	PC INSTALL	11.20	44898
101-100.000-848.001	TECHNOLOGY	I.T. RIGHT	OFFICE 365 RENEWAL	2,160.00	44898
101-100.000-848.001	TECHNOLOGY	I.T. RIGHT	SPEAKERS	34.00	44898
101-100.000-848.001	TECHNOLOGY	BSA	ANNUAL SERVICE CONTRACT	4,270.00	44938
101-100.000-850.000	TELEPHONE EXPENDITURES	COMCAST	INTERNET FOR CITY HALL	303.81	44886
101-100.000-850.000	TELEPHONE EXPENDITURES	PAETEC	TELEPHONE BILL	414.43	44920
101-100.000-850.000	TELEPHONE EXPENDITURES	PAETEC	TELEPHONE BILL	679.66	44920
101-100.000-850.000	TELEPHONE EXPENDITURES	VERIZON WIRELESS	CELL PHONE BILLS	212.79	44967
101-100.000-850.000	TELEPHONE EXPENDITURES	BSB COMMUNICATIONS, INC.	TELEPHONE REPAIR	125.00	44939
101-100.000-860.000	VEHICLE EXPENSE	US BANK VOYAGER FLEET SY	FUEL FOR CITY VEHICLES NOV 20	150.12	44931
101-100.000-860.000	VEHICLE EXPENSE	US BANK VOYAGER FLEET SY	FUEL FOR CITY VEHICLES DEC 20	175.80	44931
101-100.000-860.000	VEHICLE EXPENSE	SHERYL MITCHELL THERIOT	VEHICLE ALLOWANCE	400.00	44960
101-100.000-900.000	PRINTING/PUBLICATION COSTS	CARDMEMBER SERVICE	BUILDING SUPPLIES, GOVERNMENT OPERATI	10.95	44882

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 100.000 GOVERNMENT SERVICES					
Total For Dept 100.000 GOVERNMENT SERVICES				60,601.90	
Dept 101.000 ADMINISTRATION					
101-101.000-702.000	SALARIES PART-TIME	ACCOUNTTEMPS	TEMP POSITION	1,275.00	44874
101-101.000-702.000	SALARIES PART-TIME	ACCOUNTTEMPS	TEMP POSITION	765.00	44874
101-101.000-702.000	SALARIES PART-TIME	ACCOUNTTEMPS	TEMP POSITION	1,020.00	44934
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	192.54	44932
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE	499.06	44878
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	INSURANCE	133.34	44961
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	192.54	44966
101-101.000-717.000	CODE ENFORCEMENT LEGAL	BAKER & ELOWSKY, PLLC	LEGAL SERVICES PROVIDED	1,560.00	44876
101-101.000-718.000	ELECTIONS	ELECTION SOURCE	ROLLING BALLOT BOX	351.35	44944
101-101.000-721.000	DATA PROCESING & ASSESSMENTS	OAKLAND SCHOOLS	WINTER TAX BILLS, NEWSLETTER	567.99	44918
101-101.000-722.000	LEGAL SERVICES	BAKER & ELOWSKY, PLLC	LEGAL SERVICES PROVIDED	4,352.50	44876
101-101.000-722.000	LEGAL SERVICES	STEVEN H. SCHWARTZ	LEGAL SERVICES PROVIDED	1,662.50	44928
Total For Dept 101.000 ADMINISTRATION				12,571.82	
Dept 201.000 BUILDING & GROUNDS					
101-201.000-702.000	SALARIES PART-TIME	MICHIGAN ST. DISBURSEMEN	SPOUSAL SUPPORT	649.75	44913
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	CLEANING SERVICES PROVIDED FOR CITY H	538.43	44885
101-201.000-702.000	SALARIES PART-TIME	AFLAC	AFLAC INSURANCE	71.64	44936
101-201.000-702.000	SALARIES PART-TIME	MICHIGAN ST. DISBURSEMEN	SPOUSAL SUPPORT	649.75	44954
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	CLEANING SERVICES PROVIDED	538.43	44943
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	OTHER WORK	180.00	44943
101-201.000-920.000	UTILITIES	CONSUMERS ENERGY	ENERGY BILL FOR CITY BUILDINGS	1,399.63	44888
101-201.000-920.000	UTILITIES	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	1,494.63	44892
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	DENNY'S HEATING, COOLING	REPAIR HVAC	210.00	44889
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	DETROIT ELEVATOR COMPANY	ROUTINE MAINTENANCE JANUARY 2021	215.00	44890
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	DURST LUMBER COMPANY	COUPLINGS AND CLAMPS	31.74	44893
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	HOME DEPOT CREDIT SERVIC	BUILDING SUPPLIES	582.70	44896
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	NICHOLS PAPER & SUPPLY C	BUILDING SUPPLIES	222.25	44915
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	CARDMEMBER SERVICE	BUILDING SUPPLIES, GOVERNMENT OPERATI	536.65	44882
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	J.C. EHRLICH CO.INC	PEST CONTROL	91.00	44901
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	J.C. EHRLICH CO.INC	PEST CONTROL	91.00	44950
101-201.000-930.002	COVID EXP - BUILDING	CLIFTON GRANT	SANITIZING CITY HALL	504.00	44885
101-201.000-930.002	COVID EXP - BUILDING	CLIFTON GRANT	SANITIZING	252.00	44943
101-201.000-938.000	PARKING LOT & GROUNDS	MARC DUTTON IRRIGATION,	FINAL PAYMENT FOR CHRISTMAS DECOR	2,500.00	44907
101-201.000-938.000	PARKING LOT & GROUNDS	CLIFTON GRANT	OTHER WORK	30.00	44943
Total For Dept 201.000 BUILDING & GROUNDS				10,788.60	
Dept 301.000 PUBLIC SAFETY					
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BRIAN AVEDISIAN	PRESCRIPTION REIMBURSEMENT	406.70	44880
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	38.40	44932
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	509.01	44932
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE	1,764.86	44878
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS-BLUE SHIELD	INSURANCE	9,019.01	44879
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS-BLUE SHIELD	INSURANCE	8,871.34	44879
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	INSURANCE	233.32	44961
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	38.40	44966
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	528.20	44966
101-301.000-708.000	PROPERTY & LIABILITY INSURANC	MICHIGAN MUNICIPAL LIABI	POOL RENEWAL PREMIUM	25,092.00	44912
101-301.000-710.000	UNEMPLOYMENT INSURANCE	MICHIGAN MUNICIPAL LEAGU	UNEMPLOYMENT COMPENSATION	2.27	44911
101-301.000-726.000	OFFICE SUPPLIES	CARDMEMBER SERVICE	BUILDING SUPPLIES, GOVERNMENT OPERATI	15.89	44882

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301.000 PUBLIC SAFETY					
101-301.000-726.000	OFFICE SUPPLIES	LOCKSMITH, INC.	KABBA KEY	8.00	44953
101-301.000-727.000	ROAD SUPPLIES	ORION	MIN SPIKELESS	1,006.42	44919
101-301.000-803.000	MEMBERSHIPS & MEETINGS	FRATERNAL ORDER OF POLIC	MEMBERSHIP DUES	60.00	44894
101-301.000-803.000	MEMBERSHIPS & MEETINGS	IACP	MEMBERSHIP RENEWALL	190.00	44899
101-301.000-803.000	MEMBERSHIPS & MEETINGS	TRANSPORTATION IMPROVEME	MEMBERSHIP	1,500.00	44930
101-301.000-803.000	MEMBERSHIPS & MEETINGS	LERMA, INC.	MEMBERSHIP DUES	60.00	44906
101-301.000-803.000	MEMBERSHIPS & MEETINGS	MICHIGAN DEPARTMENT OF T	MEMBERSHIP	180.00	44910
101-301.000-822.000	TRAINING	MICHIGAN ASSOC OF CHIEFS	TRAINING FOR THERESA KNOLL AND MICHAEL	50.00	44909
101-301.000-822.000	TRAINING	OAKLAND COMMUNITY COLLEGE	TRAINING FOR OFFICER TACKETT AND OFFICER	700.00	44955
101-301.000-823.000	FIREARMS TRAINING	CITY OF TAYLOR	GUN RANGE RENTAL	600.00	44884
101-301.000-828.000	FIRE SERVICE/DISPATCH CONTRACT	CITY OF SOUTHFIELD	FIRE SERVICE CONTRACT	156,675.14	44883
101-301.000-829.000	POLICE UNIFORMS & CLEANING	MUNSON CLEANERS	UNIFORM CLEANING	134.25	44914
101-301.000-829.000	POLICE UNIFORMS & CLEANING	HURON VALLEY GUNS	UNIFORMS	66.99	44947
101-301.000-829.000	POLICE UNIFORMS & CLEANING	PRIORITY ONE EMERGENCY,	UNIFORMS	383.96	44957
101-301.000-836.000	PRISONER LOCKUP	CITY OF BERKLEY	PRISONER BOARDING FOR OCT, NOV, DEC	800.00	44942
101-301.000-850.000	TELEPHONE EXPENDITURES	COMCAST	INTERNET	16.20	44886
101-301.000-850.000	TELEPHONE EXPENDITURES	PAETEC	TELEPHONE BILL	398.36	44920
101-301.000-850.000	TELEPHONE EXPENDITURES	AT & T	DISPATCH	56.37	44875
101-301.000-850.000	TELEPHONE EXPENDITURES	VERIZON WIRELESS	CELL PHONE BILLS	212.78	44967
101-301.000-860.000	VEHICLE EXPENSE	BIRMINGHAM OIL CHANGE CE	OIL CHANGE 2018 TAHOE	63.95	44877
101-301.000-860.000	VEHICLE EXPENSE	HENDERSON GLASS	REPAIR REAR VIEW MIRROR ON 2015 TAHOE	25.00	44895
101-301.000-860.000	VEHICLE EXPENSE	O'REILLY AUTOMOTIVE, INC	MIRROR ADHESIVE	3.99	44916
101-301.000-860.000	VEHICLE EXPENSE	SERRA CHEVROLET	REPAIR ON POLICE VEHICLE	65.00	44926
101-301.000-860.000	VEHICLE EXPENSE	OAKLAND COUNTY TREASURER	POLICE CAR REPAIRS	750.91	44917
101-301.000-860.000	VEHICLE EXPENSE	BIRMINGHAM OIL CHANGE CE	OIL CHANGE ON 2018 IMPALA	49.97	44877
101-301.000-860.000	VEHICLE EXPENSE	BIRMINGHAM OIL CHANGE CE	OIL CHANGE ON 2015 TAHOE	63.95	44877
101-301.000-860.000	VEHICLE EXPENSE	CARDMEMBER SERVICE	BUILDING SUPPLIES, GOVERNMENT OPERATIONS	209.95	44882
101-301.000-860.000	VEHICLE EXPENSE	JAX KAR WASH	CAR WASHES	49.00	44902
101-301.000-860.000	VEHICLE EXPENSE	US BANK VOYAGER FLEET SY	FUEL FOR CITY VEHICLES NOV 20	1,381.52	44931
101-301.000-860.000	VEHICLE EXPENSE	US BANK VOYAGER FLEET SY	FUEL FOR CITY VEHICLES DEC 20	1,283.41	44931
101-301.000-860.000	VEHICLE EXPENSE	BIRMINGHAM OIL CHANGE CE	OIL CHANGE ON 2017 TAHOE	63.95	44937
101-301.000-860.000	VEHICLE EXPENSE	JAX KAR WASH	CAR WASHES	81.00	44952
101-301.000-860.000	VEHICLE EXPENSE	OAKLAND COUNTY TREASURER	VEHICLE REPAIR	207.73	44956
101-301.000-860.000	VEHICLE EXPENSE	US BANK VOYAGER FLEET SY	FUEL FOR CITY VEHICLES	775.99	44965
Total For Dept 301.000 PUBLIC SAFETY				214,693.19	
Dept 401.000 PUBLIC SERVICE					
101-401.000-920.000	UTILITIES	COMCAST	INTERNET FOR DPS BUILDING	218.30	44886
101-401.000-920.000	UTILITIES	CONSUMERS ENERGY	ENERGY BILL FOR CITY BUILDINGS	750.14	44888
101-401.000-920.000	UTILITIES	PAETEC	TELEPHONE BILL	124.28	44920
101-401.000-920.000	UTILITIES	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	162.64	44892
101-401.000-920.000	UTILITIES	US BANK VOYAGER FLEET SY	FUEL FOR CITY VEHICLES NOV 20	1,779.75	44931
101-401.000-920.000	UTILITIES	US BANK VOYAGER FLEET SY	FUEL FOR CITY VEHICLES DEC 20	645.59	44931
101-401.000-920.000	UTILITIES	US BANK VOYAGER FLEET SY	FUEL FOR CITY VEHICLES	775.99	44965
101-401.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	10,436.61	44905
Total For Dept 401.000 PUBLIC SERVICE				14,893.30	
Dept 501.000 LEAF COLLECTION					
101-501.000-978.000	REFUSE EQUIP/ROLLOFF EXPEND	SOCRRA	SPECIAL WASTE	245.07	44927
101-501.000-978.000	REFUSE EQUIP/ROLLOFF EXPEND	SOCRRA	SPECIAL WASTE PICKUP	245.07	44933
Total For Dept 501.000 LEAF COLLECTION				490.14	
Dept 502.000					

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 502.000					
101-502.000-801.001	SOCRRA	SOCRRA	REFUSE, RECYCLABLES AND YARD WASTE CO	15,264.00	44927
101-502.000-801.001	SOCRRA	SOCRRA	REFUSE, RECYCLABLES AND YARD WASTE CO	13,616.00	44933
101-502.000-801.001	SOCRRA	SOCRRA	REFUSE, RECYCLABLES AND YARD WASTE CO	15,264.00	44933
Total For Dept 502.000				44,144.00	
Dept 601.000 RECREATION					
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	28.23	44932
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	INSURANCE	21.51	44961
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	28.23	44966
101-601.000-812.000	COMMUNITY EVENTS	CARDMEMBER SERVICE	BUILDING SUPPLIES, GOVERNMENT OPERATI	101.80	44882
101-601.000-812.000	COMMUNITY EVENTS	CLIFTON GRANT	COMMUNITY EVENTS	60.00	44885
101-601.000-812.000	COMMUNITY EVENTS	CLIFTON GRANT	OTHER WORK	360.00	44943
Total For Dept 601.000 RECREATION				599.77	
Total For Fund 101 GENERAL FUND				386,023.73	
Fund 202 MAJOR ROAD FUND					
Dept 702.000					
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	INSURANCE	2.69	44961
202-702.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	322.58	44881
202-702.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	109.25	44941
202-702.000-864.000	TRAFFIC CONTROLS	DTE ENERGY	STREE LIGHTS	1,852.62	44892
202-702.000-864.000	TRAFFIC CONTROLS	ROAD COMMISSION FOR OAKL	SUB SIGNALS	959.43	44959
202-702.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE TRIMMING AND TREE REMOVAL	1,047.50	44951
202-702.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	5,388.25	44905
Total For Dept 702.000				9,682.32	
Total For Fund 202 MAJOR ROAD FUND				9,682.32	
Fund 203 LOCAL ROAD FUND					
Dept 703.000					
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	INSURANCE	2.69	44961
203-703.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	322.57	44881
203-703.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	109.25	44941
203-703.000-866.000	SNOW & ICE REMOVAL	DETROIT SALT COMPANY, L.	ROCK SALT	2,765.12	44891
203-703.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE TRIMMING AND TREE REMOVAL	1,047.50	44951
203-703.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	5,388.25	44905
Total For Dept 703.000				9,635.38	
Total For Fund 203 LOCAL ROAD FUND				9,635.38	
Fund 258 CAPITAL ACQUISITION FUND					
Dept 000.000					
258-000.000-970.000	CAPITAL EXPENDITURE	ADVANCED LIGHTING & SOUN	INSTALLATION OF TELEVISIONS AND WIRIN	16,193.00	44935
Total For Dept 000.000				16,193.00	
Total For Fund 258 CAPITAL ACQUISITION FUND				16,193.00	
Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 000.000					
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	53.45	44932
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	INSURANCE	31.96	44961
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	53.45	44966
494-000.000-845.000	STREETSCAPING	MARC DUTTON IRRIGATION,	FINAL PAYMENT FOR CHRISTMAS DECOR	3,905.64	4490

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 000.000					
494-000.000-845.000	STREETSCAPING	CLIFTON GRANT	OTHER WORK	25.00	44943
494-000.000-882.000	PLANNING/CONSULTING FEES	GIFFELS-WEBSTER ENG INC	PLANNING SERVICES	3,819.00	44946
Total For Dept 000.000				7,888.50	
Total For Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY				7,888.50	
Fund 592 WATER & SEWER FUND					
Dept 536.000 WATER DEPARTMENT					
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	16.16	44932
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	INSURANCE	9.49	44961
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	16.16	44966
592-536.000-708.000	PROPERTY & LIABILITY INSURANC	MICHIGAN MUNICIPAL LIABI	POOL RENEWAL PREMIUM	7,803.00	44912
592-536.000-902.000	BILLING SERVICES	POSTMASTER	POSTAGE FOR WATER BILLS	600.00	2581
592-536.000-902.000	BILLING SERVICES	KIMBERLY MCMICHAEL	WATER BILL OVERPAYMENT	103.67	2586
592-536.000-902.000	BILLING SERVICES	POSTMASTER	POSTAGE FOR WATER BILLS	600.00	2588
592-536.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	6,054.70	44905
592-536.000-937.000	WATER SYSTEM MAINTENANCE	SUNDE BUILDING INC.	REPAIR GATE, INSTALL HYDRANT	1,700.00	44929
592-536.000-937.000	WATER SYSTEM MAINTENANCE	SUNDE BUILDING INC.	REPAIR BOX, REBUILT CATCH BASIN	5,725.00	44929
592-536.000-937.000	WATER SYSTEM MAINTENANCE	SUNDE BUILDING INC.	INSTALL HYDRANT AND REPAIR CATCH BASI	3,250.00	44963
592-536.000-944.000	WATER PURCHASES	SOUTHEAST OAKLAND COUNTY	WATER CHARGES FOR THE MONTH OF DECEMB	29,138.15	2583
592-536.000-944.000	WATER PURCHASES	SOUTHEAST OAKLAND COUNTY	WATER CHARGES FOR NOVEMBER 2020	28,535.16	2584
592-536.000-974.000	WATER MAIN PROJECT	SUNDE BUILDING INC.	WATER MAIN PROJECT	162,660.00	44963
Total For Dept 536.000 WATER DEPARTMENT				246,211.49	
Dept 537.000 SEWER DEPARTMENT					
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	16.16	44932
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	INSURANCE	9.50	44961
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	16.16	44966
592-537.000-708.000	PROPERTY & LIABILITY INSURANC	MICHIGAN MUNICIPAL LIABI	POOL RENEWAL PREMIUM	7,803.00	44912
592-537.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	6,054.70	44905
592-537.000-939.000	SEWER SYTEM MAINTENANCE	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	15.32	44892
592-537.000-939.000	SEWER SYTEM MAINTENANCE	EQUIX INTEGRITY, INC	SEWER CLEANING AND TELEVISIONING	25,751.88	44945
592-537.000-939.000	SEWER SYTEM MAINTENANCE	OAKLAND COUNTY WATER RES	SEWER SYSTEM MAINTENANCE CHARGES	18,750.00	2587
592-537.000-939.000	SEWER SYTEM MAINTENANCE	EQUIX INTEGRITY, INC	SEWER CLEANING AND TELEVISIONING	14,594.97	44945
592-537.000-942.000	SEWAGE DISPOSAL EXPENSE	OAKLAND COUNTY TREASURER	SEWERAGE CHARGES FOR THE MONTH OF DEC	85,767.51	2582
592-537.000-945.000	RETENTION TANK-UTIL ELEC	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	1,712.39	44892
592-537.000-947.000	RETENTION TANK UTIL-GAS	CONSUMERS ENERGY	ENERGY BILL FOR CITY BUILDINGS	162.23	44888
592-537.000-948.000	RETENTION TANK UTIL-TELEPHONE	PAETEC	TELEPHONE BILL	145.56	44920
592-537.000-948.000	RETENTION TANK UTIL-TELEPHONE	COMCAST	INTERNET AT RETENTION TANK	236.70	44886
592-537.000-953.000	RETENTION TANK EXCESS LIABIL	MICHIGAN MUNICIPAL LIABI	POOL RENEWAL PREMIUM	8,900.00	44912
592-537.000-957.000	INDUSTRIAL SURCHARGE/NON-RESI	GREAT LAKES WATER AUTHOR	INDUSTRIAL WASTE CONTROL	1,336.79	2585
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	HUBBELL, ROTH & CLARK, I	STORM WATER CORRESPONDENCE WITH MDEQ	4,703.47	44897
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM	525.00	44948
Total For Dept 537.000 SEWER DEPARTMENT				176,501.34	
Total For Fund 592 WATER & SEWER FUND				422,712.83	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
Fund 101 GENERAL FUND				386,023.73	
Fund 202 MAJOR ROAD FU				9,682.32	
Fund 203 LOCAL ROAD FU				9,635.38	
Fund 258 CAPITAL ACQUI				16,193.00	
Fund 494 DOWNTOWN DEVE				7,888.50	
Fund 592 WATER & SEWER				422,712.83	
Total For All Funds:				852,135.76	



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SCOTT R. BAKER
JENNIFER H. ELOWSKY

sbaker@bakerelowsky.com

Of Counsel

LEANN K. KIMBERLIN

MATTHEW C. QUINN

January 13, 2021

Via Email

Sheryl Mitchell, DBA, MSA
City Administrator
City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Pam Bratschi, MiCPT, CPFA
City Treasurer
City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Re: Legal Department Billing for December 1 through December 31, 2020

Dear Dr. Mitchell and Ms. Bratschi:

The following is our law firm's billing to the City of Lathrup Village for the month of December, 2020:

1. General Retainer	\$2,500.00
2. Special Legal Services	\$1,852.50
3. Downtown Development Authority	\$
4. Project Reimbursement	\$
5. Prosecution/Code Enforcement	<u>\$1,560.00</u>
	\$5,912.50

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

Very truly yours,

BAKER & ELOWSKY, PLLC

Scott R. Baker

Enclosures



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January 13, 2021

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

Invoice Number: 1052

Invoice Period: 12-01-2020 - 12-31-2020

RE: General Retainer**Time Details**

Date	Professional	Description	Hours	Amount
12-01-2020	SRB	Review correspondence from S. Stec re JMC business license application	0.25	No Charge
12-01-2020	SRB	Review correspondence from Admin re JMC correspondence	0.25	No Charge
12-01-2020	SRB	Review correspondence from S. Stec re cannabis ordinances	0.25	No Charge
12-01-2020	SRB	Review correspondence from Clerk re public hearing notice	0.25	No Charge
12-02-2020	SRB	Review correspondence form Admin re draft council agenda	0.25	No Charge
12-02-2020	SRB	Review correspondence from Admin re remote meeting legislation update.	0.25	No Charge
12-02-2020	SRB	Review correspondence from Admin re see click fix update	0.25	No Charge
12-02-2020	SRB	Review correspondence from Admin re Gorbe litigation	0.25	No Charge
12-03-2020	SRB	Review multiple correspondence from Staff re JMC	0.50	No Charge
12-03-2020	SRB	Review correspondence from Admin re joint meeting recording	0.25	No Charge
12-04-2020	SRB	Review correspondence from Admin re proposed 2021 meeting dates.	0.25	No Charge
12-04-2020	SRB	Review correspondence from Admin re public health notice	0.25	No Charge

We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.

Page 1 of 5

Date	Professional	Description	Hours	Amount	Item 8A.
12-05-2020	SRB	Review correspondence and agenda packet from Admin re 12/7 meeting	0.25	No Charge	
12-06-2020	SRB	Review correspondence and amended agenda packet from Admin re 12/7 meeting	0.25	No Charge	
12-06-2020	SRB	Review correspondence from Admin re public health notice	0.25	No Charge	
12-06-2020	SRB	Review correspondence from Admin re road recommendation.	0.25	No Charge	
12-07-2020	SRB	Review correspondence from Mayor Pro-Tem re cannabis draft ordinance	0.25	No Charge	
12-07-2020	SRB	Review correspondence from Admin re see click fix update	0.25	No Charge	
12-07-2020	SRB	Prepare for and attend City Council Study Session	1.50	No Charge	
12-08-2020	SRB	Review correspondence from Admin re public health notice	0.25	No Charge	
12-09-2020	SRB	Review multiple correspondence re 27041 Southfield road drainage issue	0.50	No Charge	
12-09-2020	SRB	Review multiple correspondence re Discount tire code issues	0.50	No Charge	
12-10-2020	SRB	Review and respond to multiple correspondence re Tax record FOIA request	0.50	No Charge	
12-10-2020	SRB	Review and respond to multiple correspondence from S. Stec re annie lathrup park	0.75	No Charge	
12-10-2020	SRB	Review multiple correspondence re Discount tire code issues	0.50	No Charge	
12-10-2020	SRB	Review correspondence from Admin re MLK programs	0.25	No Charge	
12-10-2020	SRB	Review correspondence from Admin re lead water service	0.25	No Charge	
12-11-2020	SRB	Review correspondence from S. Stec re 27041 Southfield Road drainage issue	0.25	No Charge	
12-11-2020	SRB	Review correspondence from Admin re COVID update	0.25	No Charge	
12-11-2020	SRB	Review correspondence from Admin re DTE tree trimming	0.25	No Charge	
12-11-2020	SRB	Review correspondence from S. Stec re planning commission meeting.	0.25	No Charge	
12-14-2020	SRB	Review correspondence from Admin re see click fix update	0.25	No Charge	
12-14-2020	SRB	Review correspondence from Admin re draft agenda for 12/21 council meeting.	0.25	No Charge	
12-15-2020	SRB	Review correspondence from Chief McKee and Admin re radar sign logs	0.25	No Charge	

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Date	Professional	Description	Hours	Amount	Item 8A.
12-15-2020	SRB	Review and respond to multiple correspondence from Mayor re cannabis draft ordinance.	0.50	No Charge	
12-15-2020	SRB	Review multiple correspondence from S. Stec re revised exhibits for PC meeting	0.25	No Charge	
12-16-2020	SRB	Review correspondence from Admin re landlord application for JMC properties	0.25	No Charge	
12-16-2020	SRB	Telephone conference with S. Stec re JMC Properties.	0.25	No Charge	
12-17-2020	SRB	Telephone conference with S. Stec re School re-development	0.50	No Charge	
12-17-2020	SRB	Review and respond to multiple correspondence from Mayor re cannabis draft ordinance.	0.50	No Charge	
12-17-2020	SRB	Review correspondence form Admin re DOJ certification	0.25	No Charge	
12-17-2020	SRB	Review correspondence from and telephone conference with S. Stec re Annie Lathrup Park	0.50	No Charge	
12-17-2020	SRB	Review correspondence correspondence from Admin re Council Study session agenda.	0.25	No Charge	
12-18-2020	SRB	Review correspondence from Clerk re FOIA request	0.25	No Charge	
12-18-2020	SRB	Review correspondence from S. Stec re ZBA variance request	0.25	No Charge	
12-18-2020	SRB	Review correspondence from Admin and Council agenda for 12/21 meeting	0.25	No Charge	
12-19-2020	SRB	Review correspondence from Admin re grant opportunity	0.25	No Charge	
12-19-2020	SRB	Review correspondence from Admin re closed session agenda packet	0.25	No Charge	
12-19-2020	SRB	Review correspondence from Admin re fire report for JMC building fire	0.25	No Charge	
12-21-2020	SRB	Review correspondence from Admin re weekly report	0.25	No Charge	
12-21-2020	SRB	Review correspondence from Admin re capital improvement bond recommendation	0.25	No Charge	
12-21-2020	SRB	Review correspondence from Admin re agenda additions	0.25	No Charge	
12-21-2020	SRB	Review correspondence from Admin re public comment received	0.25	No Charge	
12-21-2020	SRB	Review correspondence from Admin re Olga Grease issue	0.25	No Charge	
12-21-2020	SRB	Prepare for and attend City Council Study Session	1.25	No Charge	

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Date	Professional	Description	Hours	Amount	Item 8A.
12-21-2020	SRB	Prepare for and attend regular meeting of City Council	2.00	No Charge	
12-21-2020	SRB	Review correspondence from Admin re see click fix update	0.25	No Charge	
12-22-2020	SRB	Review correspondence from Admin re Olga Grease issue	0.25	No Charge	
12-22-2020	SRB	Review correspondence from Admin re public comment received	0.25	No Charge	
12-22-2020	SRB	Review and respond to multiple correspondence re FOIA request	0.50	No Charge	
12-22-2020	SRB	Review correspondence from Admin re police department study.	0.25	No Charge	
12-22-2020	SRB	Review correspondence from Admin re remote meetings	0.25	No Charge	
12-22-2020	SRB	Review correspondence and draft amendments from S. Stec re business license ordinance	0.50	No Charge	
12-22-2020	SRB	Review correspondence from Mayor Pro-Tem re draft cannabis ordinance	0.25	No Charge	
12-23-2020	SRB	Review correspondence from Admin re JMC properties	0.25	No Charge	
12-28-2020	SRB	Review correspondence from Admin re JMC properties	0.25	No Charge	
12-29-2020	SRB	Review correspondence from Admin re see click fix update	0.25	No Charge	
12-29-2020	SRB	Review correspondence from Admin re business license ordinance	0.25	No Charge	
12-29-2020	SRB	Review correspondence from Clerk re FOIA request	0.25	No Charge	
12-29-2020	SRB	Review correspondence from Admin re police space study contract	0.25	No Charge	
12-30-2020	SRB	Review correspondence from Admin re 2021 meeting schedule	0.25	No Charge	
12-30-2020	SRB	Review correspondence from Admin re remote meetings	0.25	No Charge	
12-30-2020	SRB	Review correspondence from Admin re Cambridge drainage SAD	0.25	No Charge	
12-30-2020	SRB	Review correspondence from Mayor Pro-Tem re Cambridge drainage SAD	0.25	No Charge	
12-31-2020	SRB	Review correspondence from Mayor Pro-Tem re Cambridge drainage SAD	0.25	No Charge	
12-31-2020	SRB	Review correspondence from Admin re 1/4 City Council agenda packet.	0.25	No Charge	
12-31-2020	SRB	Services Rendered		2,500.00	
			Total	2,500.00	

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Time Summary

Professional	Hours	Amount
Scott Baker	26.25	2,500.00
Total		2,500.00
Total for this Invoice		2,500.00



LAW OFFICE

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January 13, 2021

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

Invoice Number: 1053

Invoice Period: 12-01-2020 - 12-31-2020

RE: Prosecution/Code Enforcement**Time Details**

Date	Professional	Description	Hours	Amount
12-01-2020	SRB	Correspondence with Police Clerk; receipt and review records for 12/09/2020 docket re: 20LV01919, 16LV00283B, 20LV02014B, 07L126998A, 20LV01952A, 20LV01849A, 20LV00988ABC, 20LV01356AB.	0.50	65.00
12-01-2020	SRB	Review correspondence from Sgt Zang re dog complaint	0.25	32.50
12-01-2020	SRB	Review correspondence from 46th District Court re docket adjournments	0.25	32.50
12-01-2020	SRB	Review correspondence and Motion filed by defense attorney re 07L126998 A/B/C	0.50	65.00
12-02-2020	SRB	Review and respond to multiple correspondence re fine collection for prosecution cases.	0.50	65.00
12-02-2020	SRB	Receipt and review 46th District Court Notice to Appear re: 16LV01396A, 20LV01450B, 20LV01869A, 20LV01765A.	0.25	32.50
12-04-2020	SRB	Receipt and review 46th District Court Notice to Appear re: 20LV00965B, 15LV00711AB, 17V00541A.	0.25	32.50
12-07-2020	SRB	Receipt and review 46th District Court Notice to Appear re: 20LV01356B, 18LV00062A, 16LV00283B, 20LV00988A, 09L163781A.	0.50	65.00
12-07-2020	SRB	Review and respond to multiple correspondence re operational marijuana business.	0.25	32.50

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Page 1 of 3

Date	Professional	Description	Hours	Amount	Item 8A.
12-07-2020	SRB	Review correspondence from code officer re 20L0001227	0.25	32.50	
12-08-2020	SRB	Review correspondence from Sgt Zang re FOIA request; telephone conference with same.	0.50	65.00	
12-08-2020	SRB	Review and respond to correspondence from defense attorney re motion to set aside on 20LV01088A	0.25	32.50	
12-08-2020	SRB	Receipt and review 46th District Court Notice to Appear re: 20L0001227, 17LV01153A, 07L126998A.	0.25	32.50	
12-08-2020	SRB	Conduct telephone pre-trial conference with defense attorney, prepare plea offer and draft correspondence to defense attorney and Court with same re: 20LV01849A	0.50	65.00	
12-09-2020	SRB	Conduct telephone pre-trial conference with defendant, prepare plea offer and draft correspondence to defendant and Court with same re: 20LV1919A	0.50	65.00	
12-09-2020	SRB	Conduct telephone pre-trial conference with defense attorney, prepare plea offer and draft correspondence to defense attorney and Court with same re: 20LV01952A	0.50	65.00	
12-09-2020	SRB	Conduct telephone pre-trial conference with defense attorney, prepare plea offer and draft correspondence to defense attorney and Court with same re: 20LV002014B	0.50	65.00	
12-09-2020	SRB	Conduct telephone pre-trial conference with defendant, prepare plea offer and draft correspondence to defendant and Court with same re: 20LV02003A	0.50	65.00	
12-09-2020	SRB	Receipt and review correspondence and Motions from defense attorney re: 07L126998 A,B,C.	0.25	32.50	
12-09-2020	SRB	Appear for 46th District Court Zoom docket	1.50	195.00	
12-14-2020	SRB	Review file, draft Order to Correct Violations of the IPMC re: 20L0001641.	0.50	65.00	
12-15-2020	SRB	Review and respond to correspondence from defense attorney re 20LV01088A	0.25	32.50	
12-16-2020	SRB	Receipt and review 46th District Court Notice to Appear and Citation re: 20L0001208.	0.25	32.50	
12-17-2020	SRB	Review multiple correspondence from Sgt Zang and resident re FOIA request	0.25	32.50	
12-18-2020	SRB	Receipt and review 46th District Court Notice to Appear and Citation re: 00L818165A, 20LV02162A.	0.25	32.50	
12-18-2020	SRB	Receipt and review 46th District Court prosecution calendars for March and April.	0.25	32.50	

We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.

Page 2 of 3

Date	Professional	Description	Hours	Amount	Item 8A.
12-19-2020	SRB	Review correspondence from 46th District Court re final docket for 1/13 criminal call	0.25	32.50	
12-21-2020	SRB	Receipt and review 46th District Court Notice to Appear and Citation re: 20LV02173A, 20LV02177A.	0.25	32.50	
12-21-2020	SRB	Receipt and review of final docket for 46th District Court formal hearings for 01/13/2021; review file materials and draft correspondence to Police Clerk concerning records re: same.	0.75	97.50	
12-23-2020	SRB	Review correspondence from Sgt. Zang re citizen complaints	0.25	32.50	
			Total	1,560.00	

Time Summary

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

Total for this Invoice 1,560.00



LAW OFFICE

BAKER & ELOWSKY, PLLC

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

January 13, 2021

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

Invoice Number: 1054

Invoice Period: 12-01-2020 - 12-31-2020

RE: Special Legal Services**Time Details**

Date	Professional	Description	Hours	Amount
12-01-2020	SRB	Review and respond to correspondence from JMC attorney	0.25	32.50
12-01-2020	SRB	Draft correspondence to City Engineer re culvert liability	0.25	32.50
12-01-2020	SRB	Review correspondence from bonda advisor re timetable of events for bond issuance	0.25	32.50
12-01-2020	SRB	Review correspondence from City Planner re Cannabis	0.25	32.50
12-02-2020	SRB	Review and respond to correspondence from JMC attorney	0.25	32.50
12-02-2020	SRB	Review multiple correspondence from property manager and building official re JMC properties.	0.50	65.00
12-02-2020	SRB	Receipt and review of Tax Tribunal Prehearing General Call and Order of Procedure re: Lathfield Investments LLC # 20-001621 & Lathfield Partners LLC #20-001594; review files and forward copies to Oakland County Equalization.	0.50	65.00
12-03-2020	SRB	Review and respond to correspondence from JMC attorney	0.25	32.50
12-03-2020	SRB	Review correspondence from JMC Property manager	0.25	32.50
12-03-2020	SRB	Participate in meeting re business license follow-up	1.00	130.00
12-04-2020	SRB	Review correspondence from Building Official re JMC permit applications	0.25	32.50

We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.

Page 1 of 3

Date	Professional	Description	Hours	Amount	Item 8A.
12-08-2020	SRB	Review correspondence from City Planner re cannabis draft ordinance	0.25	32.50	
12-09-2020	SRB	Review correspondence from City Planner re cannabis draft ordinance	0.25	32.50	
12-10-2020	SRB	Review correspondence from City Planner re cannabis draft ordinance	0.25	32.50	
12-10-2020	SRB	Participate in social and economic recovery webinar	1.50	195.00	
12-11-2020	SRB	Research and begin drafting documents pertaining to application and scoring of cannabis businesses	0.75	97.50	
12-11-2020	SRB	Review and respond to correspondence from JMC property manager and City Staff re alley issue	0.50	65.00	
12-15-2020	SRB	Prepare for and attend planning commission meeting.	2.25	292.50	
12-16-2020	SRB	Review correspondence from build official re building license inspection	0.25	32.50	
12-16-2020	SRB	Review correspondence from JMC property manager re landlord license application.	0.25	32.50	
12-17-2020	SRB	Review and respond to correspondence from City Planner re cannabis draft ordinance	0.25	32.50	
12-17-2020	SRB	Review multiple correspondence from building official re building fire at JMC property	0.25	32.50	
12-18-2020	SRB	Review multiple correspondence between building official and property manager re JMC building fire	0.50	65.00	
12-21-2020	SRB	Review correspondence from City Planner re ZBA variance request	0.25	32.50	
12-21-2020	SRB	Review correspondence from building official and property manager re Olga grease issue	0.25	32.50	
12-22-2020	SRB	Review multiple correspondence between building official and property manager re JMC building fire	0.50	65.00	
12-23-2020	SRB	participate in meeting re JMC properties	1.00	130.00	
12-23-2020	SRB	Review correspondence from property manager re JMC properties	0.25	32.50	
12-28-2020	SRB	Review correspondence from property manager re JMC properties	0.25	32.50	
12-30-2020	SRB	Review correspondence from building official re 20L0001208	0.25	32.50	
12-31-2020	SRB	Review correspondence from City Engineer Cambridge drainage SAD	0.25	32.50	

We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.

Page 2 of 3

Date	Professional	Description	Hours	Amount	Item 8A.
			Total	1,852.50	
Time Summary					
Professional			Hours	Amount	
Scott Baker			14.25	1,852.50	
			Total	1,852.50	
Total for this Invoice				1,852.50	

We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.

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DB: Lathrup

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 01/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Revenues							
Dept 000.000							
101-000.000-401.000	CITY TAXES	2,714,127.00	2,714,127.00	2,596,197.65	6,602.04	117,929.35	95.65
101-000.000-402.000	REFUSE COLLECTION TAXES	407,107.00	407,107.00	392,047.71	990.46	15,059.29	96.30
101-000.000-409.000	DELQ PERSONAL PROPERTY REVENU	4,000.00	4,000.00	610.68	0.00	3,389.32	15.27
101-000.000-414.000	TAX PENALTIES	35,000.00	35,000.00	9,872.95	523.99	25,127.05	28.21
101-000.000-415.000	MISCELLANEOUS REVENUE	9,000.00	9,000.00	3,982.17	207.01	5,017.83	44.25
101-000.000-416.001	PROPERTY & LIABILITY DIVIDEND REVENUE	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00
101-000.000-419.000	AT & T LEASE PAYMENTS	60,889.00	60,889.00	35,518.77	5,074.11	25,370.23	58.33
101-000.000-421.000	METRO-PCS LEASE PAYMENTS	45,000.00	45,000.00	24,131.66	3,447.38	20,868.34	53.63
101-000.000-446.000	INVESTMENT INTEREST	23,000.00	15,000.00	3,679.15	442.52	11,320.85	24.53
101-000.000-447.000	TAX 1% ADMINISTRATIVE FEE	81,000.00	81,000.00	79,753.86	4,633.78	1,246.14	98.46
101-000.000-448.000	INSURANCE REIMBURSEMENT	0.00	0.00	0.00	(14,155.17)	0.00	0.00
101-000.000-448.001	INSURANCE RECOVERIES	0.00	2,214.00	2,213.76	0.00	0.24	99.99
101-000.000-455.000	METRO AUTHORITY-FEE	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
101-000.000-456.000	BUILDING PERMITS	95,000.00	95,000.00	52,720.00	6,039.00	42,280.00	55.49
101-000.000-457.000	ZONING, SITE, SPECIAL PERMITS	6,000.00	6,000.00	3,554.00	500.00	2,446.00	59.23
101-000.000-458.000	PLUMBING/HEATING PERMITS	24,500.00	24,500.00	10,852.00	1,045.00	13,648.00	44.29
101-000.000-459.000	ELECTRICAL PERMITS	16,000.00	16,000.00	8,003.00	1,100.00	7,997.00	50.02
101-000.000-460.000	LICENSES & REGISTRATIONS	9,000.00	9,000.00	1,790.00	515.00	7,210.00	19.89
101-000.000-461.000	DOG & CAT LICENSES	1,100.00	1,100.00	457.00	192.00	643.00	41.55
101-000.000-465.000	CABLE TV REVENUES	120,000.00	120,000.00	34,805.57	6,421.52	85,194.43	29.00
101-000.000-470.000	RECREATION SPECIAL PROGRAMS	25,000.00	10,000.00	2,024.98	183.00	7,975.02	20.25
101-000.000-470.001	DOG PARK REVENUE	0.00	2,500.00	1,581.25	15.00	918.75	63.25
101-000.000-471.000	DONATIONS-OTHER	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00
101-000.000-475.000	COMM ROOM & BLDG RENT REVENUE	40,000.00	25,000.00	2,595.00	25.00	22,405.00	10.38
101-000.000-540.000	302 TRAINING FUNDS-REVENUES	1,000.00	1,000.00	615.67	0.00	384.33	61.57
101-000.000-542.000	SMART CREDITS	8,700.00	8,700.00	0.00	0.00	8,700.00	0.00
101-000.000-543.000	FEDERAL/STATE GRANTS	0.00	292,270.00	292,269.66	0.00	0.34	100.00
101-000.000-546.000	POLICE CHARGES FOR SERVICES	15,000.00	15,000.00	12,009.42	1,345.00	2,990.58	80.06
101-000.000-574.000	STATE SHARED REVENUES	416,425.00	416,425.00	164,040.00	0.00	252,385.00	39.39
101-000.000-612.000	DISTRICT COURT FINES	140,000.00	120,000.00	51,339.91	6,537.97	68,660.09	42.78
101-000.000-626.000	COMMUNITY DEVELOPMENT	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
101-000.000-627.000	SIDEWALK REVENUES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-000.000-632.000	PUBLIC SERVICES REIMBURSEMENT	20,000.00	20,000.00	13,253.24	5,759.38	6,746.76	66.27
101-000.000-669.000	DPS BLDG RENT FROM WATER	4,917.00	4,917.00	4,917.00	0.00	0.00	100.00
101-000.000-671.000	ADMINISTRATIVE REV RD FUND	1,639.00	1,639.00	1,639.00	0.00	0.00	100.00
101-000.000-676.001	EMPLOYEE BENEFIT CONTRIBUTION	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
101-000.000-677.000	ELECTION REIMBURSEMENTS	0.00	8,268.00	8,267.62	0.00	0.38	100.00
101-000.000-681.000	SALE OF ABANDONED PROPERTY	0.00	0.00	4,176.46	0.00	(4,176.46)	100.00
Total Dept 000.000		4,377,404.00	4,624,656.00	3,818,919.14	37,443.99	805,736.86	82.58
TOTAL REVENUES		4,377,404.00	4,624,656.00	3,818,919.14	37,443.99	805,736.86	82.58

Expenditures

Dept 100.000 - GOVERNMENT SERVICES

101-100.000-708.000	PROPERTY & LIABILITY INSURANC	30,000.00	30,000.00	34,466.00	34,466.00	(4,466.00)	114.89
101-100.000-710.000	UNEMPLOYMENT INSURANCE	50.00	50.00	2.75	1.17	47.25	5.50
101-100.000-712.000	WORKER'S COMP INSURANCE	8,500.00	8,500.00	0.00	0.00	8,500.00	0.00
101-100.000-726.000	OFFICE SUPPLIES	6,000.00	6,000.00	3,469.61	50.99	2,530.39	57.83
101-100.000-726.001	SUPPLIES - COVID 19	0.00	4,500.00	3,879.64	0.00	620.36	86.21
101-100.000-732.000	CODE ENFORCEMENT	2,000.00	2,000.00	60.00	0.00	1,940.00	3.00
101-100.000-802.000	TAX TRIBUNAL RETURNS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-100.000-803.000	MEMBERSHIPS & MEETINGS	7,000.00	7,000.00	3,300.52	170.00	3,699.48	47.15

User: PAM

DB: Lathrup

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 01/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-100.000-804.000	BUILDING TRADE INSPECTION	70,000.00	132,000.00	79,824.25	10,571.95	52,175.75	60.47
101-100.000-805.000	CABLE TELEVISION	35,000.00	40,000.00	20,461.91	3,333.00	19,538.09	51.15
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	25,000.00	25,000.00	2,256.22	0.00	22,743.78	9.02
101-100.000-810.000	AUDITING & ACCOUNTING	25,000.00	19,899.00	19,899.50	0.00	(0.50)	100.00
101-100.000-818.000	APPRECIATION DINNER	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-100.000-822.000	TRAINING	5,500.00	5,500.00	195.00	0.00	5,305.00	3.55
101-100.000-832.000	CITIZEN COMMUNICATION/PR	10,000.00	10,000.00	7,886.48	1,967.25	2,113.52	78.86
101-100.000-840.000	LIBRARY PAYMENT	149,200.00	149,200.00	59,969.00	0.00	89,231.00	40.19
101-100.000-848.000	GOVERNMENT OPERATIONS	32,000.00	35,000.00	25,485.47	1,935.06	9,514.53	72.82
101-100.000-848.001	TECHNOLOGY	30,000.00	35,000.00	29,054.40	6,777.46	5,945.60	83.01
101-100.000-850.000	TELEPHONE EXPENDITURES	18,000.00	18,000.00	11,071.29	1,735.69	6,928.71	61.51
101-100.000-860.000	VEHICLE EXPENSE	7,500.00	7,500.00	3,491.73	725.92	4,008.27	46.56
101-100.000-880.000	CDBG EXPENDITURES	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
101-100.000-882.000	PLANNING/CONSULTING FEES	6,000.00	6,000.00	435.00	0.00	5,565.00	7.25
101-100.000-883.000	CITY BEAUTIFICATION	1,500.00	1,500.00	427.28	0.00	1,072.72	28.49
101-100.000-900.000	PRINTING/PUBLICATION COSTS	12,000.00	12,000.00	5,009.62	10.95	6,990.38	41.75
101-100.000-901.000	POSTAGE FEES	3,500.00	5,500.00	2,457.37	0.00	3,042.63	44.68
Total Dept 100.000 - GOVERNMENT SERVICES		490,750.00	567,149.00	313,103.04	61,745.44	254,045.96	55.21
Dept 101.000 - ADMINISTRATION							
101-101.000-701.000	SALARIES FULL-TIME	366,481.00	366,481.00	199,602.46	26,080.25	166,878.54	54.46
101-101.000-702.000	SALARIES PART-TIME	46,664.00	46,664.00	7,772.00	3,060.00	38,892.00	16.66
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	201,429.00	201,429.00	108,269.64	11,000.89	93,159.36	53.75
101-101.000-717.000	CODE ENFORCEMENT LEGAL	12,000.00	17,000.00	11,960.00	1,560.00	5,040.00	70.35
101-101.000-718.000	ELECTIONS	20,000.00	28,385.00	28,736.83	351.35	(351.83)	101.24
101-101.000-721.000	DATA PROCESING & ASSESSMENTS	35,350.00	35,350.00	33,419.50	567.99	1,930.50	94.54
101-101.000-722.000	LEGAL SERVICES	60,000.00	60,000.00	28,762.50	6,015.00	31,237.50	47.94
101-101.000-723.000	BOARD OF REVIEW	600.00	600.00	0.00	0.00	600.00	0.00
Total Dept 101.000 - ADMINISTRATION		742,524.00	755,909.00	418,522.93	48,635.48	337,386.07	55.37
Dept 201.000 - BUILDING & GROUNDS							
101-201.000-702.000	SALARIES PART-TIME	56,000.00	56,000.00	18,846.00	2,628.00	37,154.00	33.65
101-201.000-920.000	UTILITIES	45,000.00	45,000.00	15,639.20	2,894.26	29,360.80	34.75
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	28,000.00	40,000.00	26,550.92	1,980.34	13,449.08	66.38
101-201.000-930.001	BUILDING - GRANTS	7,928.00	7,928.00	2,569.00	0.00	5,359.00	32.40
101-201.000-930.002	COVID EXP - BUILDING	0.00	7,500.00	5,883.80	756.00	1,616.20	78.45
101-201.000-936.000	EQUIPMENT MAINTENANCE	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-201.000-938.000	PARKING LOT & GROUNDS	10,000.00	10,000.00	8,958.64	2,530.00	1,041.36	89.59
Total Dept 201.000 - BUILDING & GROUNDS		148,428.00	167,928.00	78,447.56	10,788.60	89,480.44	46.71
Dept 301.000 - PUBLIC SAFETY							
101-301.000-701.000	SALARIES FULL-TIME	845,272.00	845,272.00	445,636.33	59,959.26	399,635.67	52.72
101-301.000-702.000	SALARIES PART-TIME	45,000.00	100,000.00	70,419.95	10,358.77	29,580.05	70.42
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	529,777.00	529,777.00	242,762.97	32,632.23	287,014.03	45.82
101-301.000-704.000	SALARIES-OVERTIME	50,000.00	50,000.00	18,211.44	3,318.64	31,788.56	36.42
101-301.000-708.000	PROPERTY & LIABILITY INSURANC	25,092.00	25,092.00	25,092.00	25,092.00	0.00	100.00
101-301.000-710.000	UNEMPLOYMENT INSURANCE	100.00	100.00	5.35	2.27	94.65	5.35
101-301.000-712.000	WORKER'S COMP INSURANCE	15,800.00	15,800.00	0.00	0.00	15,800.00	0.00
101-301.000-726.000	OFFICE SUPPLIES	5,000.00	5,000.00	1,446.25	23.89	3,553.75	28.93
101-301.000-726.001	SUPPLIES - COVID 19	0.00	5,500.00	4,305.30	0.00	1,194.70	78.28

User: PAM

DB: Lathrup

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 01/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-301.000-727.000	ROAD SUPPLIES	2,000.00	2,000.00	1,103.23	1,006.42	896.77	55.16
101-301.000-728.000	EVIDENCE SUPPLIES	1,500.00	1,500.00	107.18	0.00	1,392.82	7.15
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	3,000.00	3,000.00	1,225.92	0.00	1,774.08	40.86
101-301.000-731.000	PUBLICATIONS/DOCUMENT REDUCIN	1,000.00	1,000.00	93.28	0.00	906.72	9.33
101-301.000-803.000	MEMBERSHIPS & MEETINGS	3,500.00	3,500.00	2,700.00	1,990.00	800.00	77.14
101-301.000-821.000	POLICE RESERVES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-301.000-822.000	TRAINING	14,000.00	14,000.00	7,556.40	750.00	6,443.60	53.97
101-301.000-823.000	FIREARMS TRAINING	4,500.00	4,500.00	1,447.18	600.00	3,052.82	32.16
101-301.000-824.000	CRIME PREVENTION	3,000.00	3,000.00	74.01	0.00	2,925.99	2.47
101-301.000-825.000	ANIMAL CONTROL	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-301.000-826.000	YOUTH & DRUG PROGRAMS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-301.000-827.000	302 TRAINING FUNDS EXPENDITURES	2,000.00	2,000.00	1,172.00	0.00	828.00	58.60
101-301.000-828.000	FIRE SERVICE/DISPATCH CONTRACT	689,623.00	689,623.00	470,025.42	156,675.14	219,597.58	68.16
101-301.000-829.000	POLICE UNIFORMS & CLEANING	15,000.00	15,000.00	4,150.78	585.20	10,849.22	27.67
101-301.000-836.000	PRISONER LOCKUP	8,000.00	8,000.00	1,600.00	800.00	6,400.00	20.00
101-301.000-850.000	TELEPHONE EXPENDITURES	8,000.00	8,500.00	4,366.26	683.71	4,133.74	51.37
101-301.000-851.000	RADIO COMMUNICATIONS	16,200.00	16,200.00	5,900.41	0.00	10,299.59	36.42
101-301.000-860.000	VEHICLE EXPENSE	37,000.00	37,000.00	21,499.12	4,863.82	15,500.88	58.11
Total Dept 301.000 - PUBLIC SAFETY		2,327,364.00	2,388,364.00	1,330,900.78	299,341.35	1,057,463.22	55.72
Dept 401.000 - PUBLIC SERVICE							
101-401.000-703.000	EMPLOYEE TAXES & BENEFITS	6,768.00	14,000.00	7,588.40	1,002.70	6,411.60	54.20
101-401.000-890.000	PARK MAINTENANCE	5,000.00	5,000.00	214.69	0.00	4,785.31	4.29
101-401.000-892.000	SIDEWALK MAINTENANCE	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00
101-401.000-920.000	UTILITIES	21,000.00	21,000.00	9,898.92	4,456.69	11,101.08	47.14
101-401.000-921.000	CONTRACTUAL SERVICES	125,239.00	125,239.00	72,952.96	10,436.61	52,286.04	58.25
101-401.000-936.000	EQUIPMENT MAINTENANCE	3,000.00	7,000.00	5,392.28	0.00	1,607.72	77.03
Total Dept 401.000 - PUBLIC SERVICE		191,007.00	202,239.00	96,047.25	15,896.00	106,191.75	47.49
Dept 501.000 - LEAF COLLECTION							
101-501.000-978.000	REFUSE EQUIP/ROLLOFF EXPEND	4,500.00	4,500.00	2,006.72	490.14	2,493.28	44.59
Total Dept 501.000 - LEAF COLLECTION		4,500.00	4,500.00	2,006.72	490.14	2,493.28	44.59
Dept 502.000							
101-502.000-801.001	SOCRRA	372,000.00	372,000.00	173,280.00	44,144.00	198,720.00	46.58
Total Dept 502.000		372,000.00	372,000.00	173,280.00	44,144.00	198,720.00	46.58
Dept 601.000 - RECREATION							
101-601.000-701.000	SALARIES FULL-TIME	32,895.00	32,895.00	19,764.50	2,823.50	13,130.50	60.08
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	7,861.00	7,861.00	6,347.36	425.05	1,513.64	80.74
101-601.000-712.000	WORKER'S COMP INSURANCE	800.00	800.00	0.00	0.00	800.00	0.00
101-601.000-726.000	OFFICE SUPPLIES	250.00	250.00	586.08	0.00	(336.08)	234.43
101-601.000-806.000	ADULT PROGRAMS	1,000.00	1,000.00	1,038.69	(288.00)	(38.69)	103.87
101-601.000-807.000	BUS TRANSPORTATION	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-601.000-811.000	SENIOR ACTIVITIES	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
101-601.000-812.000	COMMUNITY EVENTS	20,000.00	20,000.00	4,686.33	521.80	15,313.67	23.43
101-601.000-813.000	CHILDREN/YOUTH ACTIVITIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-601.000-843.000	DOG PARK EXPENSES	0.00	0.00	689.17	0.00	(689.17)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LATHRUP VILLAGE

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	01/31/2021 NORM (ABNORM)	MONTH 01/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-601.000-884.000	CONCERTS IN THE PARK	7,300.00	7,300.00	364.00	0.00	6,936.00	4.99
Total Dept 601.000 - RECREATION		80,106.00	80,106.00	33,476.13	3,482.35	46,629.87	41.79
Dept 811.000							
101-811.000-970.000	CAPITAL EXPENDITURE	96,621.00	96,621.00	96,621.00	0.00	0.00	100.00
101-811.000-999.203	TRANSFER OUT TO LOCAL ROADS	149,200.00	149,200.00	149,200.00	0.00	0.00	100.00
Total Dept 811.000		245,821.00	245,821.00	245,821.00	0.00	0.00	100.00
TOTAL EXPENDITURES		4,602,500.00	4,784,016.00	2,691,605.41	484,523.36	2,092,410.59	56.26
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		4,377,404.00	4,624,656.00	3,818,919.14	37,443.99	805,736.86	82.58
TOTAL EXPENDITURES		4,602,500.00	4,784,016.00	2,691,605.41	484,523.36	2,092,410.59	56.26
NET OF REVENUES & EXPENDITURES		(225,096.00)	(159,360.00)	1,127,313.73	(447,079.37)	(1,286,673.73)	707.40

PERIOD ENDING 01/31/2021

		2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 01/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
GL NUMBER	DESCRIPTION						
Fund 202 - MAJOR ROAD FUND							
Revenues							
Dept 702.000							
202-702.000-574.000	STATE SHARED REVENUES	388,995.00	388,995.00	151,110.45	25,552.07	237,884.55	38.85
202-702.000-665.000	INVESTMENT INTEREST	600.00	600.00	0.00	0.00	600.00	0.00
Total Dept 702.000		389,595.00	389,595.00	151,110.45	25,552.07	238,484.55	38.79
TOTAL REVENUES		389,595.00	389,595.00	151,110.45	25,552.07	238,484.55	38.79
Expenditures							
Dept 702.000							
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	6,907.00	6,907.00	985.57	93.89	5,921.43	14.27
202-702.000-705.000	SALARIES-ADMIN	5,569.00	5,569.00	3,248.70	464.10	2,320.30	58.34
202-702.000-810.000	AUDITING & ACCOUNTING	5,521.00	4,311.00	4,311.00	0.00	0.00	100.00
202-702.000-856.000	ADMINISTRATION & ENGINEERING	5,000.00	5,000.00	1,639.00	0.00	3,361.00	32.78
202-702.000-861.000	ROAD MAINTENANCE	5,000.00	5,000.00	593.98	431.83	4,406.02	11.88
202-702.000-862.000	ROADSIDE MAINTENANCE	5,000.00	5,000.00	3,350.00	0.00	1,650.00	67.00
202-702.000-864.000	TRAFFIC CONTROLS	25,000.00	25,000.00	5,936.47	2,812.05	19,063.53	23.75
202-702.000-866.000	SNOW & ICE REMOVAL	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00
202-702.000-867.000	EQUIPMENT RENTAL	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
202-702.000-870.000	FORESTRY	36,000.00	36,000.00	14,355.60	1,047.50	21,644.40	39.88
202-702.000-921.000	CONTRACTUAL SERVICES	64,659.00	64,659.00	37,664.40	5,388.25	26,994.60	58.25
Total Dept 702.000		169,156.00	167,946.00	72,084.72	10,237.62	95,861.28	42.92
TOTAL EXPENDITURES		169,156.00	167,946.00	72,084.72	10,237.62	95,861.28	42.92
Fund 202 - MAJOR ROAD FUND:							
TOTAL REVENUES		389,595.00	389,595.00	151,110.45	25,552.07	238,484.55	38.79
TOTAL EXPENDITURES		169,156.00	167,946.00	72,084.72	10,237.62	95,861.28	42.92
NET OF REVENUES & EXPENDITURES		220,439.00	221,649.00	79,025.73	15,314.45	142,623.27	35.65

PERIOD ENDING 01/31/2021

		2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 01/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
GL NUMBER	DESCRIPTION						
Fund 203 - LOCAL ROAD FUND							
Revenues							
Dept 703.000							
203-703.000-415.000	MISCELLANEOUS REVENUE	13,603.00	13,603.00	19,414.00	0.00	(5,811.00)	142.72
203-703.000-574.000	STATE SHARED REVENUES	129,665.00	129,665.00	70,652.60	11,946.97	59,012.40	54.49
203-703.000-665.000	INVESTMENT INTEREST	600.00	600.00	0.00	0.00	600.00	0.00
203-703.000-690.101	TRANSFER IN FROM GENERAL FUND	149,200.00	149,200.00	149,200.00	0.00	0.00	100.00
Total Dept 703.000		293,068.00	293,068.00	239,266.60	11,946.97	53,801.40	81.64
TOTAL REVENUES		293,068.00	293,068.00	239,266.60	11,946.97	53,801.40	81.64
Expenditures							
Dept 703.000							
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	6,907.00	6,907.00	985.57	93.89	5,921.43	14.27
203-703.000-705.000	SALARIES-ADMIN	5,569.00	5,569.00	3,248.70	464.10	2,320.30	58.34
203-703.000-810.000	AUDITING & ACCOUNTING	3,381.00	3,381.00	3,381.00	0.00	0.00	100.00
203-703.000-852.000	PUBLIC SERVICE BUILDING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
203-703.000-861.000	ROAD MAINTENANCE	250,000.00	250,000.00	89,228.47	431.82	160,771.53	35.69
203-703.000-864.000	TRAFFIC CONTROLS	4,000.00	4,000.00	1,685.48	0.00	2,314.52	42.14
203-703.000-866.000	SNOW & ICE REMOVAL	5,000.00	5,000.00	2,765.12	2,765.12	2,234.88	55.30
203-703.000-867.000	EQUIPMENT RENTAL	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
203-703.000-868.000	NON-MOTOR FACILITIES	15,300.00	15,300.00	0.00	0.00	15,300.00	0.00
203-703.000-870.000	FORESTRY	36,000.00	36,000.00	14,355.61	1,047.50	21,644.39	39.88
203-703.000-921.000	CONTRACTUAL SERVICES	64,659.00	64,659.00	37,664.40	5,388.25	26,994.60	58.25
Total Dept 703.000		393,816.00	393,816.00	153,314.35	10,190.68	240,501.65	38.93
TOTAL EXPENDITURES		393,816.00	393,816.00	153,314.35	10,190.68	240,501.65	38.93
Fund 203 - LOCAL ROAD FUND:							
TOTAL REVENUES		293,068.00	293,068.00	239,266.60	11,946.97	53,801.40	81.64
TOTAL EXPENDITURES		393,816.00	393,816.00	153,314.35	10,190.68	240,501.65	38.93
NET OF REVENUES & EXPENDITURES		(100,748.00)	(100,748.00)	85,952.25	1,756.29	(186,700.25)	85.31

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	01/31/2021 NORM (ABNORM)	MONTH 01/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 258 - CAPITAL ACQUISITION FUND							
Revenues							
Dept 000.000							
258-000.000-446.000	INVESTMENT INTEREST	400.00	400.00	215.74	27.05	184.26	53.94
258-000.000-690.101	TRANSFER IN FROM GENERAL FUND	96,621.00	96,621.00	96,621.00	0.00	0.00	100.00
Total Dept 000.000		97,021.00	97,021.00	96,836.74	27.05	184.26	99.81
TOTAL REVENUES		97,021.00	97,021.00	96,836.74	27.05	184.26	99.81
Expenditures							
Dept 000.000							
258-000.000-970.000	CAPITAL EXPENDITURE	96,621.00	96,621.00	86,490.00	16,193.00	10,131.00	89.51
Total Dept 000.000		96,621.00	96,621.00	86,490.00	16,193.00	10,131.00	89.51
TOTAL EXPENDITURES		96,621.00	96,621.00	86,490.00	16,193.00	10,131.00	89.51
Fund 258 - CAPITAL ACQUISITION FUND:							
TOTAL REVENUES		97,021.00	97,021.00	96,836.74	27.05	184.26	99.81
TOTAL EXPENDITURES		96,621.00	96,621.00	86,490.00	16,193.00	10,131.00	89.51
NET OF REVENUES & EXPENDITURES		400.00	400.00	10,346.74	(16,165.95)	(9,946.74)	2,586.69

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL		01/31/2021			
		BUDGET	AMENDED BUDGET	NORM (ABNORM)	MONTH 01/31/21 INCR (DECR)	NORM (ABNORM)	USED
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Dept 000.000							
494-000.000-407.000	TIFA-CAPTURE TAXES	255,000.00	255,000.00	17,986.79	0.00	237,013.21	7.05
494-000.000-410.000	TAX COLLECTED OTHER	24,643.00	24,643.00	38,312.87	0.00	(13,669.87)	155.47
494-000.000-410.002	SPEC ASSESSEMENT - REVENUE	1,800.00	1,800.00	0.00	0.00	1,800.00	0.00
494-000.000-415.000	MISCELLANEOUS REVENUE	6,000.00	6,000.00	17,850.28	0.00	(11,850.28)	297.50
494-000.000-446.000	INVESTMENT INTEREST	10,000.00	10,000.00	1,679.18	210.56	8,320.82	16.79
494-000.000-543.000	FEDERAL/STATE GRANTS	0.00	0.00	4,000.00	0.00	(4,000.00)	100.00
Total Dept 000.000		297,443.00	297,443.00	79,829.12	210.56	217,613.88	26.84
TOTAL REVENUES		297,443.00	297,443.00	79,829.12	210.56	217,613.88	26.84
Expenditures							
Dept 000.000							
494-000.000-701.000	SALARIES FULL-TIME	71,820.00	71,820.00	51,208.30	7,634.71	20,611.70	71.30
494-000.000-702.000	SALARIES PART-TIME	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	22,000.00	22,000.00	21,037.83	1,895.42	962.17	95.63
494-000.000-722.000	LEGAL SERVICES	900.00	900.00	0.00	0.00	900.00	0.00
494-000.000-726.000	OFFICE SUPPLIES	200.00	200.00	47.67	0.00	152.33	23.84
494-000.000-802.000	TAX TRIBUNAL RETURNS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
494-000.000-810.000	AUDITING & ACCOUNTING	800.00	800.00	800.00	0.00	0.00	100.00
494-000.000-822.000	TRAINING/MEMBERSHIP	4,500.00	4,500.00	75.00	0.00	4,425.00	1.67
494-000.000-844.000	MAIN STREET PROGRAM	20,000.00	20,000.00	35,801.38	0.00	(15,801.38)	179.01
494-000.000-845.000	STREETSCAPING	10,000.00	10,000.00	19,316.69	3,930.64	(9,316.69)	193.17
494-000.000-882.000	PLANNING/CONSULTING FEES	46,250.00	46,250.00	15,793.01	3,819.00	30,456.99	34.15
494-000.000-900.000	PRINTING/PUBLICATION COSTS	2,000.00	2,000.00	945.15	0.00	1,054.85	47.26
494-000.000-901.000	POSTAGE FEES	200.00	200.00	0.00	0.00	200.00	0.00
494-000.000-933.000	REPAIRS & MAINTENANCE	9,500.00	9,500.00	9,705.69	0.00	(205.69)	102.17
494-000.000-955.000	MISCELLANEOUS EXPENDITURES	1,300.00	1,300.00	1,238.74	0.00	61.26	95.29
494-000.000-971.000	SIGN GRANT PROGRAM	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
494-000.000-971.001	FACADE GRANT PROGRAM	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 000.000		226,970.00	226,970.00	155,969.46	17,279.77	71,000.54	68.72
TOTAL EXPENDITURES		226,970.00	226,970.00	155,969.46	17,279.77	71,000.54	68.72
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES		297,443.00	297,443.00	79,829.12	210.56	217,613.88	26.84
TOTAL EXPENDITURES		226,970.00	226,970.00	155,969.46	17,279.77	71,000.54	68.72
NET OF REVENUES & EXPENDITURES		70,473.00	70,473.00	(76,140.34)	(17,069.21)	146,613.34	108.04

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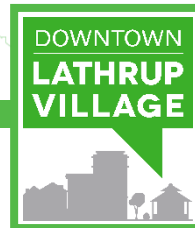
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PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 01/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 592 - WATER & SEWER FUND							
Revenues							
Dept 536.000 - WATER DEPARTMENT							
592-536.000-415.000	MISCELLANEOUS REVENUES	40,000.00	40,000.00	12,426.00	1,780.00	27,574.00	31.07
592-536.000-640.000	WATER SERVICE	771,544.00	771,544.00	411,240.59	55,986.71	360,303.41	53.30
592-536.000-641.000	WATER & SEWER PENALTIES	25,000.00	25,000.00	1,187.49	137.86	23,812.51	4.75
592-536.000-642.000	METER CHARGE REVENUE	81,139.00	81,139.00	40,040.57	5,724.28	41,098.43	49.35
592-536.000-643.000	REPLACEMENT RESERVE REVENUE	208,495.00	208,495.00	0.00	0.00	208,495.00	0.00
592-536.000-665.000	INVESTMENT INTEREST	4,500.00	4,500.00	1,129.82	152.19	3,370.18	25.11
Total Dept 536.000 - WATER DEPARTMENT		1,130,678.00	1,130,678.00	466,024.47	63,781.04	664,653.53	41.22
Dept 537.000 - SEWER DEPARTMENT							
592-537.000-641.000	WATER & SEWER PENALTIES	43,000.00	43,000.00	45,911.79	5,729.31	(2,911.79)	106.77
592-537.000-645.000	SEWAGE DISPOSAL REVENUE	1,861,601.00	1,861,601.00	793,192.45	106,383.94	1,068,408.55	42.61
592-537.000-651.000	INDUSTRIAL SURCHARGE	43,000.00	43,000.00	17,223.37	2,463.86	25,776.63	40.05
592-537.000-665.000	INVESTMENT INTEREST	4,500.00	4,500.00	1,129.74	152.19	3,370.26	25.11
Total Dept 537.000 - SEWER DEPARTMENT		1,952,101.00	1,952,101.00	857,457.35	114,729.30	1,094,643.65	43.92
TOTAL REVENUES		3,082,779.00	3,082,779.00	1,323,481.82	178,510.34	1,759,297.18	42.93
Expenditures							
Dept 536.000 - WATER DEPARTMENT							
592-536.000-701.000	SALARIES FULL-TIME	19,398.00	19,398.00	11,170.04	1,595.72	8,227.96	57.58
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	147,426.00	147,426.00	63,880.16	5,296.16	83,545.84	43.33
592-536.000-706.000	OPEB EXPENSE	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00
592-536.000-708.000	PROPERTY & LIABILITY INSURANC	7,803.00	7,803.00	7,803.00	7,803.00	0.00	100.00
592-536.000-810.000	AUDITING & ACCOUNTING	5,129.00	5,129.00	5,129.00	0.00	0.00	100.00
592-536.000-875.000	PENSION EXPENSE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
592-536.000-902.000	BILLING SERVICES	10,000.00	10,000.00	7,199.02	1,303.67	2,800.98	71.99
592-536.000-921.000	CONTRACTUAL SERVICES	72,656.00	72,656.00	42,322.95	6,054.70	30,333.05	58.25
592-536.000-935.000	EQUIPMENT REPLACEMENT	7,000.00	7,000.00	131.03	0.00	6,868.97	1.87
592-536.000-937.000	WATER SYSTEM MAINTENANCE	90,000.00	90,000.00	14,695.70	10,675.00	75,304.30	16.33
592-536.000-940.000	RENT & UTILITIES WATER & SEWE	4,917.00	4,917.00	4,917.00	0.00	0.00	100.00
592-536.000-944.000	WATER PURCHASES	407,800.00	407,800.00	201,218.91	57,673.31	206,581.09	49.34
592-536.000-955.000	MISCELLANEOUS EXPENDITURES	3,100.00	3,100.00	1,300.05	0.00	1,799.95	41.94
592-536.000-974.000	WATER MAIN PROJECT	400,000.00	400,000.00	370,787.86	115,573.25	29,212.14	92.70
Total Dept 536.000 - WATER DEPARTMENT		1,185,229.00	1,185,229.00	730,554.72	205,974.81	454,674.28	61.64
Dept 537.000 - SEWER DEPARTMENT							
592-537.000-701.000	SALARIES FULL-TIME	19,398.00	19,398.00	11,170.04	1,595.72	8,227.96	57.58
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	25,377.00	54,000.00	29,397.56	4,293.47	24,602.44	54.44
592-537.000-708.000	PROPERTY & LIABILITY INSURANC	7,803.00	7,803.00	7,803.00	7,803.00	0.00	100.00
592-537.000-720.000	INTEREST EXPENSE	40,179.00	40,179.00	15,958.03	0.00	24,220.97	39.72
592-537.000-725.000	PAYING AGENT FEES	750.00	750.00	750.00	0.00	0.00	100.00
592-537.000-810.000	AUDITING & ACCOUNTING	5,129.00	5,129.00	5,129.00	0.00	0.00	100.00
592-537.000-850.000	TELEPHONE EXPENDITURES	0.00	1,000.00	0.00	0.00	1,000.00	0.00
592-537.000-921.000	CONTRACTUAL SERVICES	72,656.00	72,656.00	42,322.94	6,054.70	30,333.06	58.25
592-537.000-939.000	SEWER SYTEM MAINTENANCE	410,000.00	410,000.00	124,917.27	59,112.17	285,082.73	30.47
592-537.000-940.000	RENT & UTILITIES WATER & SEWE	500.00	500.00	0.00	0.00	500.00	0.00
592-537.000-942.000	SEWAGE DISPOSAL EXPENSE	1,029,210.00	1,029,210.00	514,605.06	85,767.51	514,604.94	50.00
592-537.000-945.000	RETENTION TANK-UTIL ELEC	18,707.00	18,707.00	6,396.94	1,712.39	12,310.06	34.19
592-537.000-946.000	RETENTION TANK UTIL-WATER	5,000.00	5,000.00	212.52	0.00	4,787.48	4.25

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	01/31/2021 NORM (ABNORM)	MONTH 01/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 592 - WATER & SEWER FUND							
Expenditures							
592-537.000-947.000	RETENTION TANK UTIL-GAS	300.00	300.00	316.96	162.23	(16.96)	105.65
592-537.000-948.000	RETENTION TANK UTIL-TELEPHONE	2,000.00	2,000.00	1,790.16	382.26	209.84	89.51
592-537.000-949.000	RETENTION TAN GENERATOR FUEL	500.00	500.00	0.00	0.00	500.00	0.00
592-537.000-950.000	RETENTION TANK SUPPLIES/TOOLS	1,400.00	1,400.00	0.00	0.00	1,400.00	0.00
592-537.000-951.000	RETENTION TANK BUILDING/EQUIP	15,000.00	15,000.00	1,765.33	0.00	13,234.67	11.77
592-537.000-953.000	RETENTION TANK EXCESS LIABIL	8,900.00	8,900.00	8,900.00	8,900.00	0.00	100.00
592-537.000-955.000	MISCELLANEOUS EXPENDITURES	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
592-537.000-957.000	INDUSTRIAL SURCHARGE/NON-RESI	34,600.00	34,600.00	8,020.74	1,336.79	26,579.26	23.18
592-537.000-970.000	CAPITAL EXPENDITURE	160,000.00	160,000.00	0.00	0.00	160,000.00	0.00
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	20,000.00	20,000.00	18,847.82	5,228.47	1,152.18	94.24
Total Dept 537.000 - SEWER DEPARTMENT		1,878,609.00	1,908,232.00	798,303.37	182,348.71	1,109,928.63	41.83
TOTAL EXPENDITURES		3,063,838.00	3,093,461.00	1,528,858.09	388,323.52	1,564,602.91	49.42
Fund 592 - WATER & SEWER FUND:							
TOTAL REVENUES		3,082,779.00	3,082,779.00	1,323,481.82	178,510.34	1,759,297.18	42.93
TOTAL EXPENDITURES		3,063,838.00	3,093,461.00	1,528,858.09	388,323.52	1,564,602.91	49.42
NET OF REVENUES & EXPENDITURES		18,941.00	(10,682.00)	(205,376.27)	(209,813.18)	194,694.27	1,922.64
TOTAL REVENUES - ALL FUNDS		8,537,310.00	8,784,562.00	5,709,443.87	253,690.98	3,075,118.13	64.99
TOTAL EXPENDITURES - ALL FUNDS		8,552,901.00	8,762,830.00	4,688,322.03	926,747.95	4,074,507.97	53.50
NET OF REVENUES & EXPENDITURES		(15,591.00)	21,732.00	1,021,121.84	(673,056.97)	(999,389.84)	4,698.70



MEMORANDUM

TO: Sheryl Mitchell, City Administrator
CC: DDA Board of Directors
FROM: Susie Stec, Director – CED / DDA Director
DATE: January 13, 2021
RE: Department/Director Report

In an effort to provide consistent updates to the DDA Board of Directors, City Administrator, and City Council the following monthly is submitted for your review.

COVID-19 Resources

- A resource page has been created: http://www.lathrupvillage.org/how_do_i/resources.php. There are a series of links to financial resources & programs available to business.
- OC Weatherization Grant for Restaurants (Phase 1 & 2) are being promoted. DDA anticipates being awarded approximately \$30K from the county to further assist our restaurants.

Events

- **Financial Planning February** had 8 attendees. Other webinars are being planned.
- **Fireside Friday** is being held on Fridays from 11 am – 1 pm at the pavilion in Municipal Park. Event is being promoted on social media, website, and e-newsletter

Grants

- **OC Weatherization** – DDA was successfully awarded \$34,295 in Restaurant Relief Grant Program funds. The bulk of these funds will be used for COVID-19 expense reimbursement incurred by local restaurants. DDA will also be getting 2 sanitization stations to be located at Municipal Park, as well as 4 patio heater to be used during Fireside Fridays. DDA Manager is developing an application for eligible restaurants.

Business/Property Updates

- 27215 Southfield Road received Conditional Site Plan Approval from the PC on 12/15. They will seeking a variance for the required screen wall and will be appearing at the 2/22 ZBA meeting.
- A COVID-19 Testing Clinic is open at 27430 Southfield Road. This will be an appointment-only testing location.
- Work continues at BP.

Comprehensive Plan update

- A working draft of the Comprehensive Plan is complete and will be discussed at the 2/16 PC meeting. It will be released for comment at the March PC meeting.
- A working draft of the Capital Improvements Plan will be discussed at the 2/16 PC meeting.

Cannabis

- Planning Commission & City Council had a joint meeting and public hearing on February 8th for the Primary Caregivers Cannabis Ordinance. The ordinance amendments were adopted at that meeting.
- Feedback was solicited from City Council & Planning Commission on the drafted ordinance language to allow for cannabis-related uses. Staff is working to refine the draft language. The next step is to develop scoring criteria.

Infrastructure

- Paving bids were received on 2/10
- Infrastructure Committee will be meeting on 2/17 at 6:30pm
- Staff & consultants are working on preparing necessary documentation for creating special assessment districts for sidewalk program.
- Susie & Sheryl met with Judd Hart to discuss tree maintenance and coordination with the sidewalk program.

Miscellaneous

- MDOT is planning to make improvements to the I-696/Southfield Road bridge and interchange. A consultant who will likely be working on the project contacted staff just before the holidays. More details to follow in the coming months.
- Historical Society is seeking permanent space to store, display, and process their archives. Staff and Main Street Oakland County met with an individual with expertise in this area. She recommended find a local partner (i.e. Lawrence Tech) to digitize and archive the collection. Staff will be reaching out to the Historical Society to schedule a follow-up conversation and develop a path forward.

LVPD - DEPT MONTHLY ACCOMPLISHMENTS - JAN 2021

DATE	EVENT	WHO PARTICIPATED	ACTIONS
1/1/2021	Staff and Command	Zang	staff and command school - MSU, virtual
1/1/2021	name removed	Carmack	replaced flag that was damaged in storm
1/6/2021	De-Escalation Strategies	Tackett	3-day training
1/13/2021	January OCACP meeting	McKee/Zang	Oakland Co Chief's meeting
1/18/2021	MLK Day Parade	Upshaw/Lawrence	monitored parade route thru sub
1/29/2021	name removed 94th b-day	Becker/Lask	drove by with lights on for her b-day
weekly	name removed	various members	check on adopt a senior member
weekly	name removed	various members	check on adopt a senior member
weekly	name removed	various members	name removed recently had a stroke so in addition to weekly phone calls, she has need assistance with getting her trash wheeled out. Signed her up Covid vaccine since she is not on-line.
weekly	name removed	Carmack	check on adopt a senior member
weekly	name removed	various members	name removed needed assistance with her trash until she fell and was taken to Beaumont on 1/29. She is 94 years old. She is in re-hab now. Unsure if she will return home.
weekly	name removed	Knoll	name removed gets a weekly phone call to check on her. However, she fell and broke her hip on 2/3. She is still at Beaumont but has called regularly to let us know how she is doing and that she is planning on coming home soon.

January 2021 Police Summaries

1/1/2021- 21-10: Hospice Death

Officers were dispatched to a hospice death. The scene and body were investigated and no foul play was suspected. The body was released to the family.

1/1/2021- 21-13: DWLS

Officers conducted a traffic stop and discovered the driver to have a suspended driver's license. The driver was issued a citation for DWLS and the vehicle was impounded.

1/3/2021- 21-61: Arrest Warrant

Officers were dispatched to meet another Law Enforcement Agency that had an individual in custody with a LVPD warrant. The individual was taken into custody and then transported to Berkley PD for processing.

1/5/2021- 21-138: Arrest Warrant

Officers conducted a traffic stop and discovered the driver had a warrant out of another agency. The driver was taken into custody and then turned over to the other law enforcement agency.

1/7/2021- 21-179: Suspicious Circumstances

Officers were dispatched for a suspicious circumstance report. Officers investigated and a report was taken.

1/8/2021- 21-218: Suspicious Circumstances

Officers were dispatched for a suspicious circumstance report. Officers investigated and a report was taken.

1/12/2021- 21-314: Suspicious Circumstances

Officers were dispatched for a suspicious circumstance report. Officers investigated and a report was taken.

1/12/2021-21-323: Suspicious Circumstances

Officers were dispatched for a suspicious circumstance report. Officers investigated and a report was taken.

1/13/2021-21-337: Suspicious Circumstances

Officers were dispatched for a suspicious circumstance report. Officers investigated and a report was taken.

1/13/2021-21-359: Suspicious Circumstances

Officers were dispatched for a suspicious circumstance report. Officers investigated and a report was taken.

1/15/2021-21-435: Retail Fraud

Officers were dispatched to a local business for a Retail Fraud. Officers investigated and a report was taken.

1/16/2021-21-452: Barking Dog

Officers were dispatched to a barking dog complaint. The situation was investigated and a report was taken.

1/17/2021-21-481: Civil Matter

Officers were dispatched to a civil matter. Officers helped to mediate the situation and a report was taken.

1/18/2021-21-520: Suspicious Circumstances

Officers were dispatched for a suspicious circumstance report. Officers investigated and a report was taken.

1/22/2021-21-690: Suspicious Circumstances

Officers were dispatched for a suspicious circumstance report. Officers investigated and a report was taken.

1/23/2021-21-712: Retail Fraud

Officers were dispatched to a local business for a Retail Fraud. Officers investigated and a report was taken.

1/24/2021-21-729: Fraud

Officers were dispatched for a Fraud report. Officers investigated and a report was taken.

1/24/2021-21-731: Family Trouble

Officers were dispatched to a family trouble call. Officers spoke with all parties and helped to mediate the situation.

1/26/2021-21-768: Hospice Death

Officers were dispatched to a hospice death. The scene and body were investigated and no foul play was suspected. The body was released to the family.

1/26/2021-21-785: DWLS

Officers conducted a traffic stop and discovered the driver to have a suspended driver's license. The driver was issued a citation for DWLS and the vehicle was impounded.

1/29/2021-21-916: Suspicious Circumstances

Officers were dispatched for a suspicious circumstance report. Officers investigated and a report was taken.

1/29/2021-21-917: Suspicious Circumstances

Officers were dispatched for a suspicious circumstance report. Officers investigated and a report was taken.

1/30/2021-21-951: Mental Health Call

Officers were dispatched to a Mental Health Call. Officers spoke with all parties and helped to come up with a care plan. A report was taken.

1/30/2021-21-956: Assault and Battery

Officers were dispatched to a residence for an assault that occurred. Officers interviewed all parties involved and investigated the situation. A report was taken.

2020 PARKS & REC HIGHLIGHTS

In a year marked by distance, the Lathrup Village Parks & Recreation Department found new ways to connect with residents on a personal level.

TRIVIA NIGHT- JANUARY

It seems like a lifetime ago, but we started the year with the Community Room packed with residents laughing and playing trivia together. Trivia Night was a tremendous success and it will be back as soon as we're able to safely get together.



THE BUNNY VISITS LATHRUP KIDS

COVID cancelled our annual Breakfast with the Bunny event but that didn't stop us from bringing joy to Lathrup Village families. Dozens of families participated in the free Bunny visits and in Santa visits as well.

WE ALL SCREAM FOR ICE CREAM!

Facebook erupted with excited posts about Lathrup's weekly ice cream truck visits. We were able to host a few food trucks and ice cream days at City Hall this summer too, offering smiles and a chance for folks to get together safely.



NEW CLUBS, GARDEN & DOG PARK

Villagers became more connected this year with the creation of several new clubs. The Lathrup Village Nature Group, Villagers' Pride & Produce Vegetable Garden and Friends of the LV Dog Park have more than 270 active members.

These new groups provide a way for residents to interact with each other and feel connected to their community.



HOLIDAY SPIRIT

The Parks & Rec Department replied to letters to Santa, managed the Holiday Lights home decorating contest and lit up City Hall and Municipal Park.



SEE MORE ON FACEBOOK
@LVparksandrec

PARKS & RECREATION DEPARTMENT

FEBRUARY 2021

Events

February and March do not have any large events this year. COVID prevents us from holding large indoor gatherings. However, we are looking forward to hosting Breakfast with the Bunny the first weekend in April. We are planning on holding the event in the park with patio heaters and limited capacity.

We have also been working on our Summer events. We have created a document outlining the safe practices we will use this summer to be able to hold our events.

Classes/Programs

Classes remain a concern. The participant numbers for the second session of Winter classes is anemic. Participation in recreation classes was already very low before the pandemic. Now almost everything I've offered has been cancelled. It is very frustrating.

Parks

I have been meeting with representatives from several playground companies to determine what we want for the Sarrackwood playground. The RAC has also been involved in picking items.

Rentals

We have one regular dance studio rental for the month of February. And we are getting many more calls regarding booking the Community Room and/or park. We're up to 2-3 calls per week.

However, I have not been able to make adjustments to our outdoor rental policies yet.

Projects

the boards for the Community Garden and Dog Park had their first meetings. I am pleased with the groups and I hope they will be able to keep the projects on track. Unfortunately, no LV residents volunteers for the dog park board. We have two great non-residents, but I would really appreciate one or more Villagers stepping up to work with that board.

Upcoming

Working on Spring classes/programs and Summer events for Your Town.

FACILITY & SAFETY

FEBRUARY 2021

Building

All major building systems are currently functioning as normal.

We had an issue with the police department bathroom sink which was resolved with a call to the plumber.

Contractors

No updates

Grounds

Snow removal has been a major issue over the past few weeks. We added snow removal from the sidewalks surrounding the building to our contracted services. But we've had a lot of snow to remove. Additionally, shortages of salt are a problem for us. Next year I plan to order a pallet at the outset and keep it at the yard.

Projects

Continuing work to create storage space within the building by clearing out basement storage closets.

Basement lobby repainting will begin this weekend.

On-Going Issues

Same as January

Safety

Have not been able to finish COVID-19 practices review project.

Enforcements By Code Officer

02/01/21

Item 9F.

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Enforcement Number	Address	Status	Filed	Closed
E21-0031	28265 ELDORADO PL	VIOLATION	01/25/21	
Total Enforcements for :				1

Jim Wright

Enforcement Number	Address	Status	Filed	Closed
E21-0018	27772 SANTA BARBARA DR		01/13/21	
Total Enforcements for Jim Wright				1

Karson Claussen

Enforcement Number	Address	Status	Filed	Closed
E21-0001	17575 SUNNYBROOK AVE	Resolved	01/04/21	01/14/21
E21-0002	19010 WILTSHIRE BLVD	Discovered	01/04/21	
E21-0003	18531 WILTSHIRE BLVD	Resolved	01/04/21	01/14/21
E21-0004	17640 E GLENWOOD BLVD	Discovered	01/05/21	
E21-0005	19050 ALHAMBRA CT	Discovered	01/05/21	01/07/21
E21-0006	26747 BLOOMFIELD S DR	Discovered	01/05/21	
E21-0007	17554 CAMBRIDGE BLVD	Discovered	01/05/21	01/07/21
E21-0008	17579 CAMBRIDGE BLVD	Discovered	01/05/21	01/07/21
E21-0009	27216 LATHRUP BLVD	Discovered	01/05/21	01/07/21
E21-0010	27735 CALIFORNIA NE DR	Discovered	01/07/21	
E21-0011	26385 LATHRUP BLVD	Discovered	01/07/21	01/07/21
E21-0012	28408 ELDORADO PL	Discovered	01/07/21	
E21-0013	18741 SAN JOSE BLVD	Resolved	01/07/21	01/14/21

Enforcements By Code Officer

02/01/21

Item 9F.

E21-0014 18899 SAN QUENTIN DR Resolved 01/07/21 01/14/21

Total Enforcements for Karson Cla 14

Kelda London

Enforcement Number	Address	Status	Filed	Closed
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E21-0035	17537 ROSELAND BLVD		01/28/21	
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Total Enforcements for Kelda Lonc 1

RAMI SWEIDAN

Enforcement Number	Address	Status	Filed	Closed
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E21-0015	27000 SOUTHFIELD RD	VIOLATION	01/12/21	
E21-0016	17651 Twelve Mile	VIOLATION	01/12/21	
E21-0017	28455 SOUTHFIELD RD	VIOLATION	01/13/21	
E21-0019	17655 TWELVE MILE	VIOLATION	01/13/21	
E21-0020	27400 SOUTHFIELD RD	BLIGHT TICKET 1	01/13/21	
E21-0021	27821 BLOOMFIELD DR	Closed	01/13/21	01/13/21
E21-0022	18717 SAN JOSE BLVD	Resolved	01/13/21	01/28/21
E21-0023	27772 SANTA BARBARA DR	VIOLATION	01/14/21	
E21-0024	18251 WILTSHIRE BLVD	VIOLATION	01/20/21	
E21-0025	28309 SOUTHFIELD RD	VIOLATION	01/21/21	
E21-0026	28500 SOUTHFIELD RD	Resolved	01/21/21	01/27/21
E21-0027	28725 BLOOMFIELD DR	VIOLATION	01/21/21	
E21-0028	18520 WILTSHIRE BLVD	VIOLATION	01/21/21	
E21-0029	18100 W 11 MILE RD	VIOLATION	01/22/21	
E21-0030	18280 WILTSHIRE BLVD	Resolved	01/22/21	01/28/21

Enforcements By Code Officer

E21-0032	27723 RED RIVER DR	VIOLATION	01/26/21
E21-0033	18805 RAINBOW DR	VIOLATION	01/26/21
E21-0034	18180 WILTSHIRE BLVD	VIOLATION	01/28/21
E21-0036	26811 SOUTHFIELD RD	VIOLATION	01/29/21
E21-0037	26811 SOUTHFIELD RD	VIOLATION	01/29/21
E21-0038	18846 RAINBOW DR	VIOLATION	01/29/21
E21-0039	18846 RAINBOW DR	VIOLATION	01/29/21
E21-0040	18841 RAINBOW DR	VIOLATION	01/29/21

Total Enforcements for RAMI SWI 23

Total Records: 40

Population: All Records
Enforcement.DateFiled Between 1/1/2021 12:00:00 AM
AND 1/31/2021 11:59:59 PM

Enforcements By Category

02/01/21

Item 9F.

CURBSIDE VIOLATION

Enforcement Number	Address	Status	Filed	Closed
E21-0005	19050 ALHAMBRA CT	Discovered	01/05/21	01/07/21
Total Entries: 1				

DEAD TREE

Enforcement Number	Address	Status	Filed	Closed
E21-0035	17537 ROSELAND BLVD		01/28/21	
Total Entries: 1				

DEBRIS

Enforcement Number	Address	Status	Filed	Closed
E21-0020	27400 SOUTHFIELD RD	BLIGHT TICKET 1	01/13/21	
E21-0025	28309 SOUTHFIELD RD	VIOLATION	01/21/21	
E21-0029	18100 W 11 MILE RD	VIOLATION	01/22/21	
E21-0030	18280 WILTSHIRE BLVD	Resolved	01/22/21	01/28/21
Total Entries: 4				

DOWNSPOUT EXT.

Enforcement Number	Address	Status	Filed	Closed
E21-0032	27723 RED RIVER DR	VIOLATION	01/26/21	
E21-0034	18180 WILTSHIRE BLVD	VIOLATION	01/28/21	
E21-0038	18846 RAINBOW DR	VIOLATION	01/29/21	
Total Entries: 3				

DUMPSTER - NO PERMIT

Enforcement Number	Address	Status	Filed	Closed
E21-0033	18805 RAINBOW DR	VIOLATION	01/26/21	

Enforcements By Category

02/01/21

Item 9F.

Total Entries: 1

ITEMS IN R. O. W.

Enforcement Number	Address	Status	Filed	Closed
E21-0014	18899 SAN QUENTIN DR	Resolved	01/07/21	01/14/21

Total Entries: 1

PARKING ON GRASS

Enforcement Number	Address	Status	Filed	Closed
E21-0024	18251 WILTSHIRE BLVD	VIOLATION	01/20/21	
E21-0028	18520 WILTSHIRE BLVD	VIOLATION	01/21/21	
E21-0031	28265 ELDORADO PL	VIOLATION	01/25/21	

Total Entries: 3

PROPERTY MAINTENANCE

Enforcement Number	Address	Status	Filed	Closed
E21-0037	26811 SOUTHFIELD RD	VIOLATION	01/29/21	
E21-0039	18846 RAINBOW DR	VIOLATION	01/29/21	
E21-0040	18841 RAINBOW DR	VIOLATION	01/29/21	

Total Entries: 3

REFUSE CONTAINER W/O PERM

Enforcement Number	Address	Status	Filed	Closed
E21-0003	18531 WILTSHIRE BLVD	Resolved	01/04/21	01/14/21
E21-0010	27735 CALIFORNIA NE DR	Discovered	01/07/21	

Total Entries: 2

SANITATION

Enforcements By Category

02/01/21

Item 9F.

Enforcement Number	Address	Status	Filed	Closed
E21-0015	27000 SOUTHFIELD RD	VIOLATION	01/12/21	
E21-0016	17651 Twelve Mile	VIOLATION	01/12/21	
E21-0017	28455 SOUTHFIELD RD	VIOLATION	01/13/21	
E21-0019	17655 TWELVE MILE	VIOLATION	01/13/21	
E21-0026	28500 SOUTHFIELD RD	Resolved	01/21/21	01/27/21
E21-0027	28725 BLOOMFIELD DR	VIOLATION	01/21/21	
Total Entries: 6				

SIGN VIOLATION

Enforcement Number	Address	Status	Filed	Closed
E21-0036	26811 SOUTHFIELD RD	VIOLATION	01/29/21	
Total Entries: 1				

TRAILER IN YARD

Enforcement Number	Address	Status	Filed	Closed
E21-0002	19010 WILTSHIRE BLVD	Discovered	01/04/21	
Total Entries: 1				

TRASH CONTAINER IN PUBLIC

Enforcement Number	Address	Status	Filed	Closed
E21-0007	17554 CAMBRIDGE BLVD	Discovered	01/05/21	01/07/21
E21-0008	17579 CAMBRIDGE BLVD	Discovered	01/05/21	01/07/21
E21-0009	27216 LATHRUP BLVD	Discovered	01/05/21	01/07/21
E21-0011	26385 LATHRUP BLVD	Discovered	01/07/21	01/07/21
E21-0012	28408 ELDORADO PL	Discovered	01/07/21	
E21-0013	18741 SAN JOSE BLVD	Resolved	01/07/21	01/14/21

Enforcements By Category

02/01/21

Item 9F.

Total Entries: 6

VEHICLE STORAGE

Enforcement Number	Address	Status	Filed	Closed
E21-0004	17640 E GLENWOOD BLVD	Discovered	01/05/21	
E21-0006	26747 BLOOMFIELD S DR	Discovered	01/05/21	

Total Entries: 2

VIOLATION

Enforcement Number	Address	Status	Filed	Closed
E21-0018	27772 SANTA BARBARA DR		01/13/21	

Total Entries: 1

WORK W/O A PERMIT

Enforcement Number	Address	Status	Filed	Closed
E21-0021	27821 BLOOMFIELD DR	Closed	01/13/21	01/13/21
E21-0022	18717 SAN JOSE BLVD	Resolved	01/13/21	01/28/21
E21-0023	27772 SANTA BARBARA DR	VIOLATION	01/14/21	

Total Entries: 3

YARD WASTE

Enforcement Number	Address	Status	Filed	Closed
E21-0001	17575 SUNNYBROOK AVE	Resolved	01/04/21	01/14/21

Total Entries: 1

Total Records: 40

Population: All Records
Enforcement.DateFiled Between 1/1/2021 12:00:00 AM AND 1/31/2021 11:59:00 AM

Enforcements By Category

02/09/21

Item 9F.

DEBRIS

Enforcement Number	Address	Status	Filed	Closed
28309 SOUTHFIELD RD		VIOLATION	01/21/21	
1/21/2021 COMPLAINT DEBRIS IN EASEMENT, FROM SEECCLICKFIX				
18100 W 11 MILE RD		VIOLATION	01/22/21	
1/22/2021 PIECES OF CONCRETE ON THE CORNER OF THE PROPERTY				
18280 WILTSHIRE BLVD		Resolved	01/22/21	01/28/21
1/22/2021 A LOG LEFT FROM A TREE SERVICE IN THE EASEMENT.				

Total DEBRIS Entries: 3

DOWNSPOUT EXT.

Enforcement Number	Address	Status	Filed	Closed
27723 RED RIVER DR		VIOLATION	01/26/21	
1/26/2021 gutters and downspout needs repair.				
18180 WILTSHIRE BLVD		VIOLATION	01/28/21	
1/28/2021 THE GUTTERS ARE IN NEED OF REPAIRS.//RS				
18846 RAINBOW DR		VIOLATION	01/29/21	
1/29/2021 Gutters are in need of repair or adjustments.				

Total Downspout Ext. Entries: 3

DUMPSTER - NO PERMIT

Enforcement Number	Address	Status	Filed	Closed
18805 RAINBOW DR		VIOLATION	01/26/21	
1/26/2021 dumpster in driveway, no permits are pulled				

Total Dumpster - No permit Entries: 1

PARKING ON GRASS

Enforcement Number	Address	Status	Filed	Closed
18251 WILTSHIRE BLVD		Resolved	01/20/21	02/05/21
1/20/2021 Van and trailer parked on grass.				
18520 WILTSHIRE BLVD		Resolved	01/21/21	02/05/21
1/21/2021 2 vehicles parked on grass				

Enforcements By Category

02/09/21

Item 9F.

Total Parking on Grass Entries: 2

PROPERTY MAINTENANCE

Enforcement Number	Address	Status	Filed	Closed
26811 SOUTHFIELD RD		VIOLATION	01/29/21	
1/29/2021 the outside recess lights must be repaired.				
18846 RAINBOW DR		VIOLATION	01/29/21	
1/29/2021 identification numbers needs to be visual				
18841 RAINBOW DR		VIOLATION	01/29/21	
1/29/2021 property identification must be present				

Total Property Maintenance Entries: 3

SANITATION

Enforcement Number	Address	Status	Filed	Closed
27000 SOUTHFIELD RD		VIOLATION	01/12/21	
1/12/2021 COMPLAINT DEBRIS IN REAR OF BUILDING				
17651 Twelve Mile		VIOLATION	01/12/21	
1/12/2021 COMPLAINT DEBRIS/GARBAGE OUTSIDE OF BUILDING				
28455 SOUTHFIELD RD		VIOLATION	01/13/21	
1/13/2021 COMPLAINT ABOUT DEBRIS IN THE EASEMENT				
17655 TWELVE MILE		VIOLATION	01/13/21	
1/13/2021 COMPLAINT DEBRIS/GARBAGE REAR OF PROPERTY AROUND DUMPSTER AND EASEMENT.				
28500 SOUTHFIELD RD		Resolved	01/21/21	01/27/21
1/21/2021 per seeclickfix, COMPLAINT DEBRIS/GARBAGE IN FRONT OF PROPERTY				
28725 BLOOMFIELD DR		VIOLATION	01/21/21	
1/21/2021 pile of leaves in easement				

Total SANITATION Entries: 6

SIGN VIOLATION

Enforcement Number	Address	Status	Filed	Closed
26811 SOUTHFIELD RD		VIOLATION	01/29/21	
1/29/2021 sign canopy is broken, tore on the corner needs repair.				

Enforcements By Category

02/09/21

Item 9F.

Total Sign Violation Entries: 1

WORK W/O A PERMIT

Enforcement Number	Address	Status	Filed	Closed
27821 BLOOMFIELD DR		Closed	01/13/21	01/13/21
1/13/2021 working in the basement doing plumbing work without a permit.				
18717 SAN JOSE BLVD		Resolved	01/13/21	01/28/21
1/13/2021 PLUMBING WORK BEING DONE IN FRONT YARD WITHOUT ANY PERMITS PULLED.				
27772 SANTA BARBARA DR		VIOLATION	01/14/21	
1/14/2021 WHILE INSPECTING A PROPERTY ON SAN JOSE BLVD DRIVING DOWN THE STREET NOTICED A STR				

Total Work w/o a permit Entries: 3

Total Records: 22

Enforcement.CodeOfficer = RAMI
SWEIDAN AND
Enforcement.DateFiled Between
1/1/2021 12:00:00 AM AND
1/31/2021 11:59:59 PM

Total Pages3

Enforcements By Category

02/09/21

Item 9F.

DEAD TREE

Enforcement Number	Address	Status	Filed	Closed
17537 ROSELAND BLVD			01/28/21	

Total Dead Tree Entries: 1

Total Records: 1

Enforcement.CodeOfficer = Kelda
London AND
Enforcement.DateFiled Between
1/1/2021 12:00:00 AM AND
1/31/2021 11:59:59 PM

Total Pages:1

Monthly Permit List

02/09/2021

Item 9F.

Building

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PB200108	10/12/2020	GRANBERRY, LOUIS	26676 LATHRUP BLVD	40-24-24-105-009	\$431.00	\$0
Work Description: New Roof						
PB210002	01/07/2021	FORNEY, JOE W	28245 GOLDENGATE E DR	40-24-13-154-011	\$275.00	\$0
Work Description: New Roof						
PB210003	01/13/2021	EPSTEIN, ELAINE	18761 SAN QUENTIN DR	40-24-14-404-007	\$516.00	\$0
Work Description: 23 Solr panels onthe roof of the existing home						
PB210005	01/19/2021	HENRY, ERIK	18260 WILTSHIRE BLVD	40-24-14-228-025	\$150.00	\$0
Work Description: Repair area in exist finished basement as per plans provide						
PB210006	01/21/2021	MATLOCK, LISA W	17381 WILTSHIRE BLVD	40-24-13-152-007	\$125.00	\$0
Work Description:						
PB210007	01/26/2021	ALEXANDER, JOEL	27491 GOLDENGATE W DR	40-24-14-476-021	\$265.00	\$0
Work Description: 46fe interior waterproofing						
PB210009	01/26/2021	CALDWELL, ARDIS	27380 RAINBOW CIR	40-24-14-377-003	\$431.00	\$0
Work Description: install 11 replacement windows						
PB210010	01/26/2021	WIKUIST, RICHARD	18815 SAN JOSE BLVD	40-24-14-402-004	\$491.00	\$0
Work Description: install 23 replacement windows						
PB210011	01/26/2021	LACY, DEEANN	27650 RAINBOW CIR	40-24-14-307-015	\$200.00	\$0
Work Description: install 7 replacement windows						

Total Permits For Type: 9

Total Fees For Type: \$2,884.00
Total Const. Value For Type: \$0

Item 9F.

Electrical

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PE200105	12/23/2020	COMMUNITY CHURCH	27800 SOUTHFIELD RD	40-24-13-301-001	\$454.00	\$0
Work Description: Fire Alarm Install						
PE210001	01/04/2021	CHILDRESS, TRAVIS	27831 CALIFORNIA NW DR	40-24-14-426-026	\$75.00	\$0
Work Description: A/C and Furance reconnect						
PE210004	01/14/2021	LECOLAS, ERIC	27650 CALIFORNIA SE DR	40-24-13-306-003	\$201.00	\$0
Work Description: 200 AMP SERVICE 22 light fixtures 3 circuits						
PE210005	01/14/2021	EPSTEIN, ELAINE	18761 SAN QUENTIN DR	40-24-14-404-007	\$85.00	\$0
Work Description: Electircal for solar panels						
PE210006	01/20/2021	ARNOLD, YOLANDA C	27600 GOLDENGATE W DR	40-24-14-481-035	\$145.00	\$0
Work Description: Generator Install						
PE210007	01/26/2021	MARATHON PETROLEUM CO	28939 SOUTHFIELD RD	40-99-00-001-069	\$95.00	\$0
Work Description: Furnace Wiring						
PE210008	01/26/2021	BRADLEY, DAVID	17610 LINCOLN DR	40-24-24-154-027	\$95.00	\$0
Work Description: Furance wiring						
PE210009	01/27/2021	MOUHAJER DEVELOPEMENT	28309 SOUTHFIELD RD	40-24-14-277-031	\$90.00	\$0
Work Description: New Sign						

Total Permits For Type: 8
Total Fees For Type: \$1,240.00

Total Const. Value For Type: \$0

Item 9F.

Fence

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PF210001	01/20/2021	WALLACE, DAVID	27704 CALIFORNIA NE DR	40-24-13-304-010	\$65.00	\$0
Work Description: 6' Vinyl						

Total Permits For Type: 1
Total Fees For Type: \$65.00
Total Const. Value For Type: \$0

Mechanical

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PM210001	01/04/2021	CHILDRESS, TRAVIS	27831 CALIFORNIA NW DR	40-24-14-426-026	\$195.00	\$0
Work Description: A/C and Furance replacement						
PM210005	01/20/2021	ARNOLD, YOLANDA C	27600 GOLDENGATE W DR	40-24-14-481-035	\$145.00	\$0
Work Description: Generator Install						
PM210007	01/26/2021	MARATHON PETROLEUM CO	28939 SOUTHFIELD RD	40-99-00-001-069	\$80.00	\$0
Work Description: Furance install						
PM210008	01/26/2021	BRADLEY, DAVID	17610 LINCOLN DR	40-24-24-154-027	\$115.00	\$0
Work Description:						
PM210011	01/28/2021	DANCY III, FRAZIER	18811 HAMPSHIRE ST	40-24-23-252-012	\$90.00	\$0
Work Description: mech for basement finish						

Total Permits For Type: 5
Total Fees For Type: \$625.00

Total Const. Value For Type: \$0

Item 9F.

Outside Refuse Container

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PORC-210001	01/04/2021	MARXHAUSEN, JOHN	18815 SAN JOSE BLVD	40-24-14-402-004	\$25.00	\$0
Work Description: Trailer Dumpster						
PORC-210002	01/04/2021	BUCK, ANDREW & HEATHER	18815 SAN JOSE BLVD	40-24-14-402-004	\$0.00	\$0
Work Description:						
PORC-210003	01/11/2021	ROBINSON, LISA	18531 WILTSHIRE BLVD	40-24-14-254-003	\$25.00	\$0
Work Description:						

Total Permits For Type: 3

Total Fees For Type: \$50.00

Total Const. Value For Type: \$0

Plumbing

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PP210003	01/07/2021	COPELAND, KEITH R	18130 CAMBRIDGE BLVD	40-24-14-482-005	\$105.00	\$0
Work Description: Sewer Repair						
PP210008	01/26/2021	ALEXANDER, JOEL	27491 GOLDENGATE W DR	40-24-14-476-021	\$55.00	\$0
Work Description: sump pump						

Total Permits For Type: 2

Total Fees For Type: \$160.00

Total Const. Value For Type: \$0

Right of Way Construction

Item 9F.

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PROW-210001	01/08/2021	ROBICH, STEPHEN V	27720 STANFORD CT	40-24-14-427-001	\$1,250.00	\$0

Work Description: R O W construction

Total Permits For Type: 1
Total Fees For Type: \$1,250.00
Total Const. Value For Type: \$0

Shed

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PSHED-001-21	01/14/2021	GOLDSBERRY, STANLEY	18805 RAINBOW DR	40-24-23-205-014	\$65.00	\$0

Work Description: Shed

Total Permits For Type: 1
Total Fees For Type: \$65.00
Total Const. Value For Type: \$0

Report Summary

Permit.DateIssued Between
1/1/2021 12:00:00 AM AND
1/31/2021 11:59:59 PM AND
Permit.Status = ISSUED

Grand Total Fees: \$6,339.00
Grand Total Permits: 30
Grand Total Const. Value: \$0

CITY OF LATHRUP VILLAGE
NOTICE OF PUBLIC HEARING
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

NOTICE IS HEREBY GIVEN that the **City of Lathrup Village** will hold a public hearing on the use of Community Development Block Grant Funds. The Hearing will be held on **Monday, February 22, 2021 at 7:00 p.m. via Zoom** Online: <https://zoom.us/j/98485966372?pwd=cm9pV2lmS2F1UTRQK0daaEJzdEFidz09>

Passcode: 515634

Webinar ID: 984 8596 6372

Telephone: 646.558.8656 or 312. 626.6799

Webinar ID: 984 8596 6372

For the purpose of hearing public comments on the Community Development Block Grant (CDBG) Program Year 2021 application in the approximate amount of \$7,000 to fund eligible projects. **All interested citizens are requested to attend the Hearing. Comments will also be received in writing, email cityclerk@lathrupvillage.org or in person at the Municipal Building 27400 Southfield Road, Lathrup Village, MI 48076 until 4:30 p.m., February 22, 2021.** Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 72-hour advance notice. Contact **Yvette Talley** at **248-557-2600 ext. 226** for special services.

Yvette Talley, City Clerk

Published: Southfield Sun 02/10/2021

0502-2107



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: February 22, 2021

RE: Motion to Adopt a Resolution for the Use of the 2021 Community Development Block Grant

The City of Lathrup Village is allocated funds from the Community Development Block Grant Program. Attached is a proposed resolution outlining proposed expenditures for 2021 as listed below.

Program Year 2021

City Allotment: \$7,000

Proposed Use: \$7,000

Reasoning: Entire allotment will be used to provide senior services.

Suggested Motion:

Adopt the attached Resolution for the use of 2021 CDBG Funds.

CITY OF LATHRUP VILLAGE

RESOLUTION

ADOPTED ON: February 22, 2021

WHEREAS, Oakland County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs, and

WHEREAS, Oakland County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan, and

WHEREAS, the City of Lathrup Village has duly advertised and conducted a public hearing as follows:

_____ opened the Public Hearing at

Public Comments:

_____ closed the Public Hearing at

on February 22, 2021 to receive public comments regarding the proposed use of PY 2021 Community Development Block Grant funds (CDBG) in the approximate amount of \$7,000, and

WHEREAS, the City of Lathrup Village found that the following project meet the federal objectives of the CDBG program and are prioritized by the community as high priority need.

Project Amount - \$7,000 Senior Services

THEREFORE, BE IT RESOLVED, that the City of Lathrup Village CDBG application is hereby authorized to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the Mayor is hereby authorized to execute all documents, agreements, or contracts which result from this application to Oakland County.

Motion by _____ seconded by _____

Yes:

No:

Absent:

Motion carried.

Mykale Garrett, Mayor

I, **Yvette Talley**, City Clerk for the City of Lathrup Village, Oakland County, MI do hereby certify that the above is a true copy of a resolution adopted by the City Council at a meeting held on February 22, 2021.

Yvette Talley, City Clerk



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: February 22, 2021

RE: Resolution to Direct the City Administrator to Prepare Plans & Cost Estimates for the Establishment of a Special Assessment District for Sidewalk Replacement and to Schedule a Public Hearing on the Advisability of Proceeding

In June 2019, the Infrastructure Committee recommended that City Council establish special assessment districts to repair sidewalks in residential areas and business corridors.

The initial Special Assessment District (SAD) is recommended to include:

- Southfield Business Corridor – from Lincoln to 12 Mile Road
- Residential – section south of 11 Mile/I-696

The initial survey of the sidewalks was undertaken and needs to be finalized. Letters will be going out to property owners. The 1st Public Hearing should be scheduled for March 29th to allow sufficient time to receive the quotes and notify all of the property owners. **This will require scheduling a Special Meeting.** The 2nd Public Hearing and Special Assessment roll is expected to be scheduled for April 19, 2021.

SIDEWALK PROGRAM	PROPOSED DATES
Notice to Schedule a Public Hearing on Advisability	Feb. 22, 2021
Public Hearing on Advisability – Council is to receive the cost estimates (requires obtaining accurate & more detailed info per parcel and issuing RFP for bids)	Special Meeting March 29, 2021
Public Hearing – Review & Confirmation of Special Assessment Roll (notices posted & mailed 10 days prior)	April 15, 2021

Suggested Motion:

MOTION TO: Schedule a Special Meeting on March 29, 2021 and Approve the Resolution to Direct the City Administrator to Prepare Plans & Cost Estimates for the Establishment of a Special Assessment District for Sidewalk Replacement and to Schedule a Public Hearing on the Advisability of Proceeding

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

RESOLUTION NO. ____-21

**RESOLUTION TO DIRECT THE CITY ADMINISTRATOR TO PREPARE PLANS &
COST ESTIMATES FOR THE ESTABLISHMENT OF A SPECIAL ASSESSMENT
DISTRICT FOR SIDEWALK REPLACEMENT AND TO SCHEDULE A PUBLIC
HEARING ON THE ADVISABILITY OF PROCEEDING**

At a regular meeting of the City Council of the City of Lathrup Village, Oakland County, Michigan, (the "City"), held on the 22nd day of February, 2021.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ and seconded
by _____.

WHEREAS, Michigan law dictates that complete special assessment procedures shall be provided by ordinance; and

WHEREAS, the City Council has established complete special assessment procedures by ordinance, which requires the City Council to make certain determinations; and

WHEREAS, the City Council of the City of Lathrup Village is empowered to determine whether the whole or any part of the cost of any improvement shall be defrayed by special assessments upon the property specially benefited; and

WHEREAS, in order to establish any special assessment within the City, the City Council shall undertake preliminary proceedings as provided by ordinance.

NOW, THEREFORE, BE IT RESOLVED that

1. City Council directs the City Administrator to prepare, or cause to be prepared, the tentative nature and extent of the proposed public improvement and any alternates which may be considered.
2. City Council directs the City Administrator to prepare, or cause to be prepared, the tentative outer limits of the proposed special assessment district or alternate districts
3. The City Administrator shall make a report to the City Council which recommends what proportion of the cost should be paid by special assessment and what part, if any, should be a general obligation of the City; the number of installments in which assessments may be paid; and the residential lots and commercial properties which should be included in the special assessment district.
4. The report of the City Administrator shall be filed with the City Clerk for presentation to the City Council on March 29, 2021, and such report shall be available for public examination.
5. On March 29, 2021, at the public hearing on advisability of proceeding, the City Council shall receive cost estimates and hear from any and all interested parties as to all matters bearing upon the nature and extent of the public improvement, the scope of the district, and all other matters affecting the advisability of proceeding. All property owners who desire to object in writing shall be afforded an opportunity to do so prior to the close of the hearing.
6. The public hearing scheduled on advisability of proceeding shall be properly noticed, stating the time and place of the hearing, and shall be published once in a newspaper circulated in the City, not less than ten (10) days prior to the date of such

7. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution, are hereby rescinded.

NAYS: _____

ABSTAIN: _____

STATE OF MICHIGAN)

)SS

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 22nd day of February, 2021, 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.

Yvette Talley
City Clerk

CITY OF LATHRUP VILLAGE, MI

Chapter 58 - SPECIAL ASSESSMENTS⁽¹⁾

Footnotes:

--- (1) ---

Charter reference— Special assessments, ch. 11.**Cross reference**— Any ordinance or portion of any ordinance levying or imposing any special assessment saved from repeal, § 1-12(a)(14); administration, ch. 2; streets, sidewalks and other public places, ch. 62.**State Law reference**— General powers regarding special assessments, MCL 117.4a, 117.4b, 117.4d, 117.5, MSA 5.2074, 5.2075, 5.2077, 5.2084.

ARTICLE I. - IN GENERAL

Secs. 58-1—58-25. - Reserved.

ARTICLE II. - PUBLIC IMPROVEMENTS

Sec. 58-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cost or expense of any public improvement includes the cost of goods, services, plans, engineering, acquisition of real or personal property by purchase or by condemnation, preparation of the assessments and rolls, notices, advertising, financing, construction, legal fees, and all other monetary cost and expense incurred or paid by the city incident to the making of the improvement, the special assessments therefor and the financing thereof, whether directly or separately billed or performed by city agencies.

Privately owned property includes all real and personal property which is lawfully subject to the imposition of special assessments by this city, regardless of whether such property is otherwise exempt from general taxation.

Public improvement means any construction upon or improvement to publicly owned property which results in special benefit to or which adds to the value of privately owned real property in the vicinity of such improvement, including the installation, enlargement, and reconstruction, maintenance and repair of sewers, drains, water lines, surface drainage, streets and street paving, parking facilities, alleys, sidewalks, bicycle paths, landscaping and beautification, lighting, bridges and culverts, and other structures and the like. Where specifically authorized by statute or ordinance, such as the zoning enabling act and zoning ordinance, the term includes construction upon or improvement to privately owned property by the city which results in special benefit to or which adds to the value of privately owned real property in the vicinity of the improvement.

Publicly owned property means all real and personal property owned or otherwise controlled by the state, the county, or this city, whether such ownership or control is by means of absolute ownership in fee, lease, easement, statutory law, or contract.

Roll means a special assessment roll.

(Code 1991, art. VI, ch. 1, §§ 101—105)

Cross reference— Definitions generally, § 1-2.

Sec. 58-27. - Council powers.

- (a) The entire power and authority of this city to make public improvements, to expend city funds, and levy special assessments granted by statute, the city Charter, and general law shall be exercised by the city council in accordance with its sound discretion, and no person may compel the city council to take any action with reference thereto which is within the lawful range of such discretion. Such power may be exercised by resolution pursuant to the procedures of this article or, in appropriate cases, pursuant to any other ordinance or rule of law which is applicable.
- (b) Notwithstanding the apparent broadness of subsection (a) of this section, council power is and shall be subject to the limitations imposed by the Charter, by the statutes, and by other rules of law, which include the following:
 - (1) Public hearings must be held with proper notices as provided by law.
 - (2) No special assessment district may have an area in excess of 25 percent of the total area of the city.
 - (3) The amount of a special assessment on a parcel must bear a lawful relationship to the benefits conferred by the public improvement.

(Code 1991, art. VI, ch. 1, §§ 201, 202)

Sec. 58-28. - Form and content of notices generally.

The form and content of notices required by this article shall be within the control of the council. Persons objecting to such notices shall present such objections to the council and, in the absence of express council action to the contrary, such notices shall be deemed to have been approved by the council as to form and content.

(Code 1991, art. VI, ch. 1, § 707)

Sec. 58-29. - Public hearings generally.

Any public hearing required by this article need not be completed in a single session, and the council may continue the hearing to a later time with such supplemental notices as it may deem appropriate to enable all interested parties to have an opportunity to comment and be heard.

(Code 1991, art. VI, ch. 1, § 706)

Sec. 58-30. - Council reconsideration of determinations.

All council determinations made under this article as to the scope of the district, the scope and details of the improvement, the estimates of costs, and the roll shall be subject to reconsideration by the council in the exercise of its sound discretion at all stages of the proceedings, to the end that the public improvement be made or discontinued in such manner and at such cost as may be in the public interest as determined by the council.

(Code 1991, art. VI, ch. 1, § 708)

Sec. 58-31. - Combination of district improvements into one contract.

Under this article, improvements made in more than one district or for the city at large may be combined into one or more construction contracts or projects for the purpose of effecting cost savings, but

for each district there shall be established separate accounts to which properly allocated costs shall be apportioned as determined or approved by the council.

(Code 1991, art. VI, ch. 1, § 709)

Sec. 58-32. - Initiation of proceedings.

- (a) Proceedings to make public improvements to be financed, in whole or in part, by special assessments under this article may be commenced in either of two ways as follows:
 - (1) When the property owners of 70 percent or more of the frontage to be benefitted by such public improvement shall petition therefor and, unless waived by the council, deposit with the city the amount the council estimates to be the cost of holding a public hearing on the advisability of proceeding; or
 - (2) When the council, by motion or resolution, shall elect to exercise the power upon its own initiative, provided that if such proceedings are initiated by the council, such proceedings shall be terminated in the event that if the property owners of 30 percent or more of the frontage to be benefitted by such public improvement shall object in writing to the council prior to the close of the public hearing on the advisability of proceeding required by section 58-33.
- (b) The council may terminate special assessment proceedings at any stage when it deems such action to be in the public interest.

(Code 1991, art. VI, ch. 1, § 203)

Sec. 58-33. - Hearing on advisability.

- (a) When the council decides to proceed under this article, it shall first:
 - (1) Tentatively decide the nature and extent of the proposed public improvement and any alternates which may be considered;
 - (2) Tentatively decide the outer limits of the proposed special assessment district or alternate districts;
 - (3) Direct that cost estimates be prepared;
 - (4) Call a public hearing on the advisability of proceeding; and
 - (5) Direct that proper notice thereof be given in conformity with subsection (b) of this section.
- (b) Notices of public hearings required to be given in special assessment proceedings shall be published and shall also be given to each owner of or party in interest in property to be assessed, whose name appears upon the last city tax assessment records, by mailing by first class mail addressed to such owner or party at the address shown on the tax records at least ten days before the date of such hearing. As used in this subsection, the term "city tax assessment records" means the last assessment roll for ad valorem tax purposes which has been reviewed by the city board of review, as supplemented by any changes in the names or the addresses of such owners or parties listed thereon in conformity with the provisions of Public Act No. 162 of 1962 (MCL 211.741 et seq., MSA 5.3534(1) et seq.). All persons shall be under a duty to comply with the provisions of such act, and failure to do so shall carry the consequences provided in the act. Failure to mail any notice required by the Charter or by ordinance shall not, however, invalidate any special assessment or roll.
- (c) At the public hearing advisability of proceeding, the council shall receive cost estimates and hear from any and all interested parties as to all matters bearing upon the nature and extent of the public improvement, the scope of the district, and all other matters affecting the advisability of proceeding. All property owners who desire to object in writing shall be afforded an opportunity to do so prior to the close of the hearing.

(Code 1991, art. VI, ch. 1, §§ 301—303)

Sec. 58-34. - Preparation of tentative roll.

- (a) After the hearing, as provided in section 58-33, is closed, the council may, by resolution, decide to proceed to the making of the public improvement as initially proposed or with such modifications as appear to be in the public interest as a result of the hearing. In either case, the council shall by resolution reestablish the tentative boundaries of the special assessment district, the estimated cost and expense of the improvement, and the tentative part which should be borne by special assessment upon the property especially benefitted.
- (b) The council shall then direct the city assessor to prepare a tentative roll spreading the proper portion of the cost and expense among the property in the district by front footage or otherwise in proportion to benefits derived or to be derived in a proper, lawful fashion and to file the tentative roll with the city clerk for public inspection and review at least five days before any hearing on confirmation of the roll.

(Code 1991, art. VI, ch. 1, §§ 401, 402)

Sec. 58-35. - Hearing on confirmation of roll.

- (a) When the council decides to move forward with the making of the improvement and directs the preparation of a tentative special assessment roll, it shall call a public hearing for the purpose of reviewing the tentative roll and direct that proper notice thereof be given. The notice shall comply with subsection 58-33(b).
- (b) At the public hearing on the confirmation of a roll, the council shall hear from any and all interested parties as to all matters bearing upon the propriety of the tentative roll as prepared by the city assessor.
- (c) After the hearing is closed, the council shall require that such additions, corrections, and adjustments be made in the district, the improvements, the costs, and the roll as may be proper. The council may thereupon, by resolution, confirm the roll.

(Code 1991, art. VI, ch. 1, §§ 501—503)

Sec. 58-36. - Payment and collection of assessments.

- (a) Upon the confirmation of each special assessment roll as provided in this article, the special assessments shall become a debt to the city from the persons to whom they are assessed and shall until paid be a lien upon the property assessed for the amount of such assessment and all interest and charges thereon. Such lien shall be of the same character and effect as created by law for city taxes.
- (b) The council shall, by resolution, provide for the payment of special assessments in one or more annual installments, not to exceed ten in number. The first installment shall be due upon confirmation of the special assessment roll, and subsequent installments shall be due on July 1 of succeeding years. Installments shall be payable with an interest charge only until their due dates at a rate of six percent per year, subject to the right of advance payment with interest only to the date of payment, and shall be placed upon the annual city tax roll when delinquent.
- (c) Special assessments and installments thereof shall be collected as provided by the Charter and by statutes in such case made and provided.

(Code 1991, art. VI, ch. 1, §§ 601—603)

State Law reference— Deferment of special assessments on property owned by senior citizens or disabled persons, MCL 211.761 et seq., MSA 5.3561(1) et seq.

Sec. 58-37. - Disposition of excess assessments.

For the purpose of this article, the council shall, by resolution, provide for the disposition of excessive special assessments in conformity with section 11.4 of the Charter.

(Code 1991, art. VI, ch. 1, § 701)

Sec. 58-38. - Additional assessments.

Under this article, the council may, by resolution, provide for additional assessment and correction of invalid special assessments in conformity with section 11.5 of the Charter.

(Code 1991, art. VI, ch. 1, § 702)

Sec. 58-39. - Action on contesting collection of assessment.

No suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of any special assessment made pursuant to this article unless:

- (1) Within 30 days after the confirmation of the roll, written notice is given to the council of intention to file such suit or action stating the grounds on which it is claimed such assessment is illegal; and
- (2) Such suit or action shall be commenced within 60 days after confirmation of the roll.

(Code 1991, art. VI, ch. 1, § 703)

Sec. 58-40. - Limitations on making improvements.

No public improvement to be financed in whole or part by special assessment pursuant to this article shall be made before the confirmation of the special assessment roll for such improvement, except as otherwise provided in section 58-38.

(Code 1991, art. VI, ch. 1, § 704)

Sec. 58-41. - Special accounts.

Except as otherwise provided in the Charter, moneys raised by special assessment for any public improvement shall be credited to a special account and shall be used to pay for the costs of the improvement for which the assessment was levied and expenses incidental thereto or to repay any money borrowed therefor.

(Code 1991, art. VI, ch. 1, § 705)

Secs. 58-42—58-70. - Reserved.

ARTICLE III. - OTHER PURPOSES

Sec. 58-71. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Costs and expenses for special assessment purposes means the monetary cost of goods, services, supplies, labor, equipment usage, administrative oversight and processing, and all other charges incurred or paid by the city incident to the performing of any work or furnishing any service in connection with the transaction and also making and collecting the special assessment, whether directly or separately billed by third party contractors or performed by city agencies.

(Code 1991, art. VI, ch. 2, § 103)

Cross reference— Definitions generally, § 1-2.

Sec. 58-72. - Scope.

This article provides a procedure which may be utilized to make special assessments of city costs and charges against specific parcels of land for purposes other than making public improvements, including costs and charges for the following:

- (1) Abating nuisances;
- (2) Abating public hazards and nuisances;
- (3) Keeping sidewalks clear from snow, ice, or other obstructions;
- (4) Keeping obnoxious weeds and grasses mowed;
- (5) Keeping property cleared of garbage, rubbish and refuse;
- (6) Maintaining the area between the front property line and the portion of the street or alley which has been designed and improved for public travel;
- (7) Water and sewer services; and
- (8) All other services and expenditures as are specially assessable to a specific parcel under statutory, Charter, or ordinance provisions.

(Code 1991, art. VI, ch. 2, § 101)

Sec. 58-73. - Intent.

It is the intent of this article that the amounts specially assessed to specific parcels equal the entire direct and indirect cost and expense to the city in relation to the parcels assessed to the end that no portion of such costs be shifted to the owners of other parcels who perform their duties without city intervention.

(Code 1991, art. VI, ch. 2, § 104)

Sec. 58-74. - Authority of city administrator.

The city administrator is designated to act as the agent of the council for the purposes of giving notices required under this article, and he may act personally or through such agents as he may appoint. All acts of the city administrator under this article are subject to review by the council on appeal by any aggrieved person to the end that the entire special assessment process be and remain under the complete control and supervision of the council.

(Code 1991, art. VI, ch. 2, § 102)

Sec. 58-75. - Notice to comply.

- (a) The city administrator may initiate special assessment proceedings under this article by giving reasonable notice to the owners of the parcels subject to assessment of the nature of the actions deemed necessary for the owner to comply with his legal duties in the premises and requesting that the owner comply within a reasonable time specified or be subject to special assessment proceedings.
- (b) The notice may be given in person, by telephone, by mail, by publication, or by any other method reasonably calculated to give warning to the owner of the impending special assessment and the actions that must be taken to forestall the special assessment. Ten days' prior notice shall be deemed reasonable, provided the time may be less in appropriate circumstances.
- (c) An owner whose land has been specially assessed for the same reasons in the past shall be deemed to be aware of his duties and the likelihood of special assessment proceedings for failure to fulfill his duties, and the city administrator may give such person a notice in advance, which shall have continuing effect as to future years as well.

(Code 1991, art. VI, ch. 2, §§ 201—203)

Sec. 58-76. - Expenditures, billings and reports.

- (a) If the owner shall not have complied with his duties within the time specified in the notice to comply, as provided in this article, the city administrator may cause the duty to be fulfilled by city agents at the initial cost and expense of the city.
- (b) Any costs and expenses incurred may but need not be billed to the owner with a request to pay by a time specified.
- (c) The city administrator shall, from time to time, report to the council the costs and expenses which have been incurred and remain unpaid and the sums which are otherwise subject to be specially assessed to the various owners and the parcels involved, and such report shall be deemed to be a tentative special assessment roll.

(Code 1991, art. VI, ch. 2, §§ 301—303)

Sec. 58-77. - Public hearing and confirmation of special assessment roll.

- (a) As established in section 58-76, the council shall cause the tentative special assessment roll to be filed with the city clerk for public inspection and review, shall call a public hearing for the purpose of reviewing the tentative roll, and shall direct that proper notice thereof be given. The notice shall comply with subsection 58-33(b).
- (b) At the public hearing, the council shall hear from any and all interested parties as to all matters bearing upon the propriety of the tentative roll as prepared by the city administrator.
- (c) After the hearing is closed, the council shall require that such additions, corrections, and adjustments be made in the roll as may be proper. The council may thereupon, by resolution, confirm the roll.
- (d) Upon the confirmation of each special assessment roll, the special assessments shall become a debt to the city from the persons to whom they are assessed and shall until paid be a lien upon the property assessed for the amount of such assessment and all interest and charges thereon. Such lien shall be of the same character and effect as created by law for city taxes, shall be due and payable as prescribed in the resolution, and shall be collected as provided by the Charter and by the state statutes in such case made and provided.

(Code 1991, art. VI, ch. 2, §§ 401—404)

State Law reference— Deferment of special assessments on property owned by senior citizens or disabled persons, MCL 211.761 et seq., MSA 5.3561(1) et seq.; notice of special assessments, MCL 211.741 et seq., MSA 5.3534(1) et seq.

Sec. 58-78. - Disposition of excess, additional assessments, correction of invalidity and contested assessments.

Under this article, the disposition of excessive special assessments, additional assessments, correction of invalid special assessments, and contested assessments shall be governed by sections 11.4, 11.5, and 11.6 of the Charter.

(Code 1991, art. VI, ch. 2, § 501)

Sec. 58-79. - Effect of failure to mail notice.

Failure to mail any notice required to be so sent by this article shall not invalidate any special assessment or special assessment roll. However, the council may reassess and correct any irregular or invalid assessment in appropriate cases to the end that just and proper amounts be collected as a result of the proceedings.

(Code 1991, art. VI, ch. 2, § 502)

Sec. 58-80. - Remedies.

The city's undertaking to perform an owner's duties at initial public expense pursuant to this article shall be deemed to be cumulative to its remedies available by criminal prosecution, civil suit, or otherwise available to the city. However, the city shall be entitled to but one satisfaction of its rights to reimbursement of its costs incurred.

(Code 1991, art. VI, ch. 2, § 503)



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: February 22, 2021

RE: Acceptance of 2021 Pavement Reconstruction Program Bid and Award of Contract to Asphalt Specialists, Inc.

City Engineer Scott Ringler from Giffels Webster received six (6) bids on Feb. 9, 2021. This represents Year 1 of funding through the Street Improvement Bonds.

The work consists primarily of reconstructing and rehabilitating 2.0 miles of local streets, including but not limited to: landscape restoration, driveway repairs, culvert replacement, culvert cleanout, ditch cleanout, drainage structure adjustments, and related work items (Cambridge, Sunnybrook, Bungalow, Santa Barbara South, Sunset, Avilla, San Jose, Glenwood West, Wiltshire, and Alhambra.

Additional work included in the bid, but not funded by the bonds are: portion of DPS parking lot and concrete portion of Santa Barbara.

The City Engineer is recommending awarding the bid to the lowest bidder – Asphalt Specialists, Inc for \$1,167,339.75. Work is estimated to begin May 3, 2021.

Suggested Motion:

MOTION TO: Accept the 2021 Pavement Reconstruction Program Bids, Award of Contract to Asphalt Specialists, Inc., and authorize the Mayor and/or City Administrator to sign the contract and related documents on behalf of the City of Lathrup Village.

February 15, 2021

Job # 15850.21

BID RECOMMENDATION

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

ATTN: Dr. Sheryl Mitchell - Theriot, City Administrator

RE: 2021 Pavement Reconstruction Program, Contract PR-21

Dear Dr. Mitchell,

Bids for the 2021 Pavement Reconstruction Program were received on February 9th, 2021 at 2:00 p.m. and were opened publicly and read aloud.

A total of six (6) bids were received ranging from a low of \$1,167,339.75 to \$1,611,961.70. The low bid was submitted by Asphalt Specialists, Inc., 1780 E. Highwood, Pontiac, MI, 48340, (800) 277-4258. The second low bid was submitted by Pro-Line Asphalt at \$1,393,608.00.

Asphalt Specialists, Inc. has been in business for over 25 years. We have contacted several references who all had positive comments. ASI also performed the City's pavement repair programs in 2012 and 2016.

Based on positive feedback from references, previous work performed for the City, and their low bid submittal, we recommend that the contract be awarded to Asphalt Specialists, Inc. at the base bid of \$1,167,339.75.

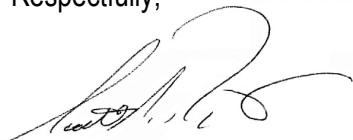
In review of the paving bond issue, several additional projects were including with the paving project to capture cost efficiencies with the larger project. In summary:

Total amount of bid	\$1,167,339.75
DPW parking lot reconstruction	(\$45,406.10)
Santa Barbara (concrete portion north of Lacrosse)	(\$79,067.98)
Non-compliant residential culverts (7 total)	<u>(\$17,067.00)</u>
Total amount - paving bond issue	\$1,025,834.67

Amount budgeted - paving bond issue \$1,428,215

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

Respectfully,



Scott A. Ringler, PE
Partner

Encl: Bid Tabulation and Project Map



2021 Pavement Reconstruction Project, Contract PR-21

City of Lathrup Village, Oakland County, Michigan
Bids opened on 02/09/2021 at 2:00 pm

				Engineer's Opinion of Cost		Lowest Bidder		Second Bidder		Third Bidder	
				Giffels Webster		Asphalt Specialists, Inc		Pro-Line Asphalt Paving Corp		Gibraltar Construction Co.	
				1025 E. Maple Road, Suite 100		1780 E. Highwood		11797 29 Mile Road		2650 Van Horn Road	
				Birmingham, MI 48009		Pontiac, MI 48340		Washington, MI 48095		Trenton, MI 481483	
A. Construction											
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Max 3%	1	Ls	\$ 46,500.00	\$ 46,500.00	\$ 33,000.00	\$ 33,000.00	\$ 40,000.00	\$ 40,000.00	\$ 42,000.00	\$ 42,000.00
2	Traffic Control, Max 2%	1	Ls	\$ 31,000.00	\$ 31,000.00	\$ 22,000.00	\$ 22,000.00	\$ 25,000.00	\$ 25,000.00	\$ 39,000.00	\$ 39,000.00
3	Reimbursed Permit Fees	872.5	Dir	\$ 1.00	\$ 872.50	\$ 1.00	\$ 872.50	\$ 1.00	\$ 872.50	\$ 1.00	\$ 872.50
4	Culv. Rem. Less Than 24 inch	23	Ea	\$ 350.00	\$ 8,050.00	\$ 325.00	\$ 7,475.00	\$ 250.00	\$ 5,750.00	\$ 323.00	\$ 7,429.00
5	Pavt, Rem	1,180	Syd	\$ 16.00	\$ 18,880.00	\$ 9.00	\$ 10,620.00	\$ 10.00	\$ 11,800.00	\$ 14.25	\$ 16,815.00
6	Pavt, Rem, Driveway	778	Syd	\$ 31.00	\$ 24,118.00	\$ 9.00	\$ 7,002.00	\$ 20.00	\$ 15,560.00	\$ 8.25	\$ 6,418.50
7	Sidewalk, Rem	260	Syd	\$ 14.50	\$ 3,770.00	\$ 9.00	\$ 2,340.00	\$ 20.00	\$ 5,200.00	\$ 8.25	\$ 2,145.00
8	Excavation, Earth, DPW	1	Ls	\$ 7,967.00	\$ 7,967.00	\$ 4,500.00	\$ 4,500.00	\$ 11,000.00	\$ 11,000.00	\$ 5,300.00	\$ 5,300.00
9	Excavation, Earth, Woodworth	1	Ls	\$ 310.00	\$ 310.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00
10	Excavation, Earth, Rackham	1	Ls	\$ 899.00	\$ 899.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
11	Excavation, Earth, Avilla	1	Ls	\$ 496.00	\$ 496.00	\$ 700.00	\$ 700.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
12	Excavation, Earth, San Diego	1	Ls	\$ 186.00	\$ 186.00	\$ 300.00	\$ 300.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
13	Excavation, Earth, Santa Barbara	1	Ls	\$ 57,107.00	\$ 57,107.00	\$ 40,000.00	\$ 40,000.00	\$ 62,000.00	\$ 62,000.00	\$ 69,730.00	\$ 69,730.00
14	Excavation, Earth, San Jose	1	Ls	\$ 18,662.00	\$ 18,662.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,900.00	\$ 12,900.00
15	Excavation, Earth, Wiltshire	1	Ls	\$ 9,703.00	\$ 9,703.00	\$ 9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,200.00	\$ 8,200.00
16	Excavation, Earth, Alhambra	1	Ls	\$ 14,539.00	\$ 14,539.00	\$ 9,000.00	\$ 9,000.00	\$ 16,000.00	\$ 16,000.00	\$ 11,200.00	\$ 11,200.00
17	Machine Grading	17.8	Sta	\$ 1,000.00	\$ 17,800.00	\$ 235.00	\$ 4,183.00	\$ 1,200.00	\$ 21,360.00	\$ 1,011.00	\$ 17,995.80
18	Subgrade Undercutting, 21AA	100	Cyd	\$ 39.00	\$ 3,900.00	\$ 60.00	\$ 6,000.00	\$ 30.00	\$ 3,000.00	\$ 64.00	\$ 6,400.00
19	Subgrade Undercutting, 1x3	100	Cyd	\$ 32.50	\$ 3,250.00	\$ 67.00	\$ 6,700.00	\$ 30.00	\$ 3,000.00	\$ 70.00	\$ 7,000.00
20	Erosion Control, Inlet Filter, Drop Cloth	70	Ea	\$ 100.00	\$ 7,000.00	\$ 60.00	\$ 4,200.00	\$ 100.00	\$ 7,000.00	\$ 110.00	\$ 7,700.00
21	Aggregate Base, 10 inch, 21Aa	11,375	Syd	\$ 20.00	\$ 227,500.00	\$ 7.00	\$ 79,625.00	\$ 12.00	\$ 136,500.00	\$ 12.81	\$ 145,713.75
22	Aggregate Base, Supplemental	550	Ton	\$ 40.00	\$ 22,000.00	\$ 12.00	\$ 6,600.00	\$ 20.00	\$ 11,000.00	\$ 18.00	\$ 9,900.00
23	Maintenance Gravel	100	Ton	\$ 25.00	\$ 2,500.00	\$ 1.00	\$ 100.00	\$ 30.00	\$ 3,000.00	\$ 25.00	\$ 2,500.00
24	Geotextile, Separator, Non-Woven, CSI N400E	7,562	Syd	\$ 3.50	\$ 26,467.00	\$ 0.70	\$ 5,293.40	\$ 1.50	\$ 11,343.00	\$ 1.21	\$ 9,150.02
25	Geogrid, Tensar Triax TX 130S	821	Syd	\$ 6.00	\$ 4,926.00	\$ 1.60	\$ 1,313.60	\$ 3.00	\$ 2,463.00	\$ 3.50	\$ 2,873.50
26	Geogrid, Tensar Triax TX 190L	50	Syd	\$ 7.00	\$ 350.00	\$ 10.00	\$ 500.00	\$ 8.00	\$ 400.00	\$ 39.50	\$ 1,975.00
27	Culvert, Cleanout	987	Ft	\$ 5.00	\$ 4,935.00	\$ 6.00	\$ 5,922.00	\$ 10.00	\$ 9,870.00	\$ 6.00	\$ 5,922.00
28	Dr Structure Cover, Adj, Case 1	11	Ea	\$ 800.00	\$ 8,800.00	\$ 400.00	\$ 4,400.00	\$ 650.00	\$ 7,150.00	\$ 710.00	\$ 7,810.00
29	Dr Structure Cover, Adj, Case 2	3	Ea	\$ 600.00	\$ 1,800.00	\$ 400.00	\$ 1,200.00	\$ 650.00	\$ 1,950.00	\$ 560.00	\$ 1,680.00
30	Dr Structure, Adj, Add Depth	10	Ft	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 250.00	\$ 2,500.00	\$ 300.00	\$ 3,000.00
31	Dr Structure, Tap, 8 inch	2	Ea	\$ 800.00	\$ 1,600.00	\$ 250.00	\$ 500.00	\$ 750.00	\$ 1,500.00	\$ 200.00	\$ 400.00
32	Dr Structure, Cleaning	10	Ea	\$ 100.00	\$ 1,000.00	\$ 200.00	\$ 2,000.00	\$ 150.00	\$ 1,500.00	\$ 250.00	\$ 2,500.00
33	Gate Box, Adj, Case 1	5	Ea	\$ 800.00	\$ 4,000.00	\$ 400.00	\$ 2,000.00	\$ 550.00	\$ 2,750.00	\$ 275.00	\$ 1,375.00
34	Culv, CI F, 8 inch (N12 Or CMP)	362	Ft	\$ 46.00	\$ 16,652.00	\$ 40.00	\$ 14,480.00	\$ 60.00	\$ 21,720.00	\$ 52.15	\$ 18,878.30
35	Cold Milling, HMA Surface	10,771	Syd	\$ 4.00	\$ 43,084.00	\$ 4.00	\$ 43,084.00	\$ 5.00	\$ 53,855.00	\$ 3.70	\$ 39,852.70
36	HMA Surface, Rem	13,625	Syd	\$ 5.00	\$ 68,125.00	\$ 4.00	\$ 54,500.00	\$ 5.50	\$ 74,937.50	\$ 2.85	\$ 38,831.25
37	HMA Surface, Rem, Driveway	299	Syd	\$ 10.00	\$ 2,990.00	\$ 9.00	\$ 2,691.00	\$ 20.00	\$ 5,980.00	\$ 25.00	\$ 7,475.00
38	Hand Patching	100	Ton	\$ 250.00	\$ 25,000.00	\$ 115.00	\$ 11,500.00	\$ 150.00	\$ 15,000.00	\$ 204.00	\$ 20,400.00
39	HMA, 3C	3,962	Ton	\$ 100.00	\$ 396,200.00	\$ 90.00	\$ 356,580.00	\$ 90.00	\$ 356,580.00	\$ 100.00	\$ 396,200.00
40	HMA, 36A	66	Ton	\$ 125.00	\$ 8,250.00	\$ 140.00	\$ 9,240.00	\$ 160.00	\$ 10,560.00	\$ 176.00	\$ 11,616.00
41	HMA, 5E1	2,695	Ton	\$ 120.00	\$ 323,400.00	\$ 100.00	\$ 269,500.00	\$ 100.00	\$ 269,500.00	\$ 109.00	\$ 293,755.00
42	Conc Pavt With Integral Curb, Nonreinf, 7 inch	46	Syd	\$ 55.00	\$ 2,530.00	\$ 75.00	\$ 3,450.00	\$ 80.00	\$ 3,680.00	\$ 94.00	\$ 4,324.00
43	Lane Tie, Epoxy Anchored	35	Ea	\$ 6.00	\$ 210.00	\$ 6.50	\$ 227.50	\$ 10.00	\$ 350.00	\$ 10.00	\$ 350.00
44	Pavt Repr, Nonreinf Conc, 7 inch	50	Syd	\$ 60.00	\$ 3,000.00	\$ 75.00	\$ 3,750.00	\$ 80.00	\$ 4,000.00	\$ 94.00	\$ 4,700.00
45	Pavt Repr, Rem	50	Syd	\$ 30.00	\$ 1,500.00	\$ 15.00	\$ 750.00	\$ 30.00	\$ 1,500.00	\$ 50.00	\$ 2,500.00
46	Driveway, Nonreinf Conc, 6 inch	755	Syd	\$ 50.00	\$ 37,750.00	\$ 52.00	\$ 39,260.00	\$ 45.00	\$ 33,975.00	\$ 57.00	\$ 43,035.00
47	Detectable Warning Surface	130	Ft	\$ 55.00	\$ 7,150.00	\$ 43.00	\$ 5,590.00	\$ 40.00	\$ 5,200.00	\$ 40.00	\$ 5,200.00
48	Sidewalk Ramp, Conc, 6 inch	738	Sft	\$ 7.50	\$ 5,535.00	\$ 11.00	\$ 8,118.00	\$ 7.50	\$ 5,535.00	\$ 10.00	\$ 7,380.00
49	Sidewalk, Conc, 4 inch	259	Sft	\$ 4.75	\$ 1,230.25	\$ 5.50	\$ 1,424.50	\$ 6.50	\$ 1,683.50	\$ 6.00	\$ 1,554.00
50	Sidewalk, Conc, 6 inch	177	Sft	\$ 5.75	\$ 1,017.75	\$ 6.25	\$ 1,106.25	\$ 7.50	\$ 1,327.50	\$ 7.50	\$ 1,327.50
51	Sidewalk, Conc, 8 inch	94	Sft	\$ 6.75	\$ 634.50	\$ 7.50	\$ 705.00	\$ 8.50	\$ 799.00	\$ 9.00	\$ 846.00
52	Landscape Restoration	6,081	Syd	\$ 8.00	\$ 48,648.00	\$ 7.00	\$ 42,567.00	\$ 7.00	\$ 42,567.00	\$ 7.15	\$ 43,479.15
53	Water, Sodding/Seeding	106	Unit	\$ 100.00	\$ 10,600.00	\$ 1.00	\$ 106.00	\$ 65.00	\$ 6,890.00	\$ 0.01	\$ 1.06
54	Brick Or Block Pavers, Salv And Install	208	Sft	\$ 28.00	\$ 5,824.00	\$ 23.00	\$ 4,784.00	\$ 25.00	\$ 5,200.00	\$ 21.00	\$ 4,368.00
55	Sprinkler Pipe	150	Ft	\$ 5.00	\$ 750.00	\$ 4.20	\$ 630.00	\$ 5.00	\$ 750.00	\$ 4.00	\$ 600.00
56	Sprinkler Head	10	Ea	\$ 75.00	\$ 750.00	\$ 45.00	\$ 450.00	\$ 75.00	\$ 750.00	\$ 40.00	\$ 400.00
57	Mailbox, Replace	12	Ea	\$ 200.00	\$ 2,400.00	\$ 125.00	\$ 1,500.00	\$ 150.00	\$ 1,800.00	\$ 120.00	\$ 1,440.00
A. Subtotal Construction:				\$ 1,596,118.00		\$ 1,167,339.75		\$ 1,393,608.00		\$ 1,407,918.03	
Total Construction:				\$ 1,596,118.00		\$ 1,167,339.75		\$ 1,393,608.00		\$ 1,407,918.03	

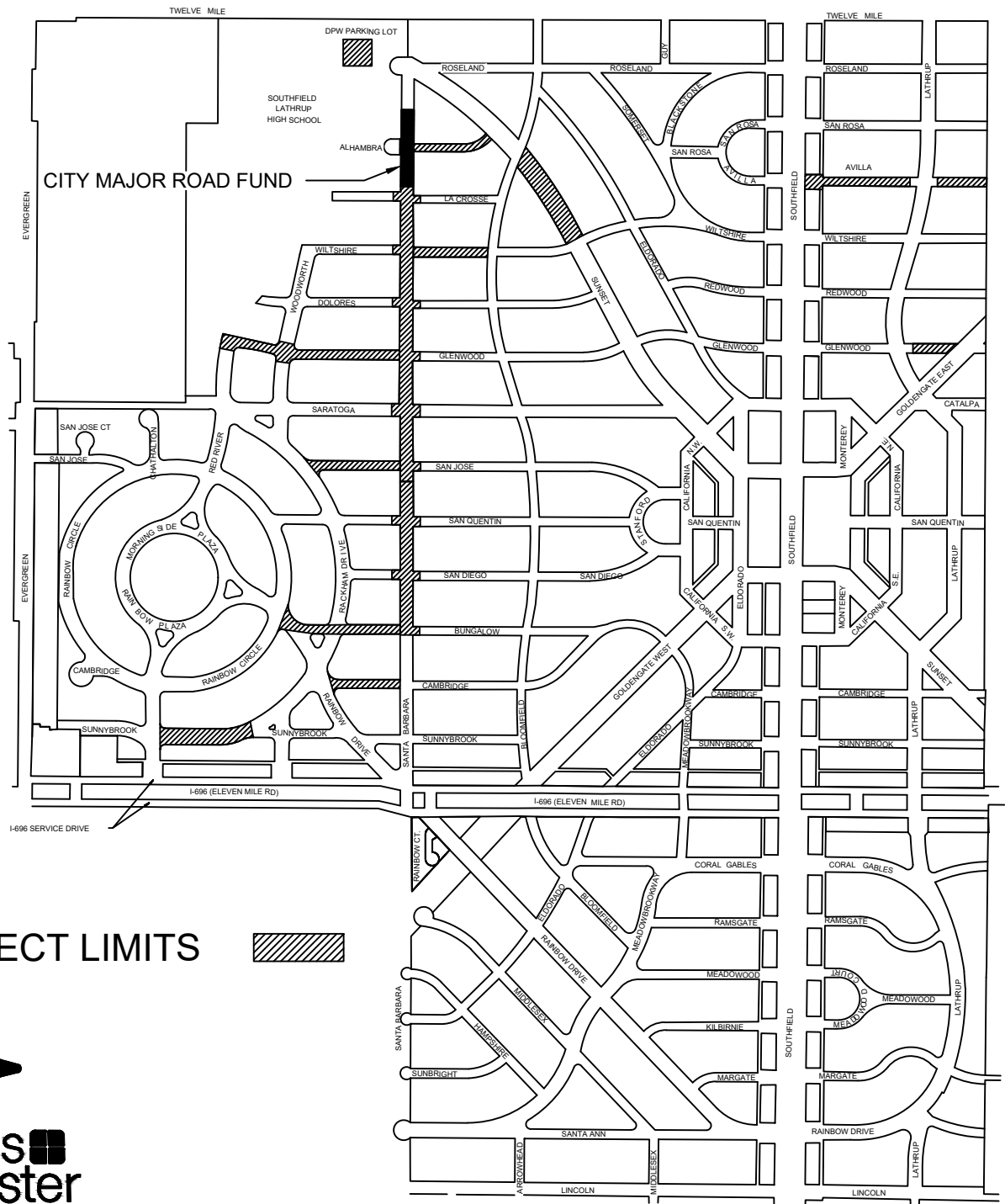
Other Bidders

Spartan Paving, LLC	\$1,485,411.75
Ajax Paving Industries	\$1,552,231.93
Cadillac Asphalt, LLC	\$1,611,961.70

Corrected By Engineer

2021 PAVEMENT RECONSTRUCTION PROGRAM

CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MICHIGAN



PROJECT LIMITS



LOCATION MAP

NOT TO SCALE



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: February 22, 2021

RE: Water Service Line Replacement Program – Sub-Agreement with D’Angelo Brothers, Inc.

Michigan EGLE has declared that in 2021, the City must commence replacing 5% of the lead services. And, by January 1, 2025, the City must certify the final Distribution Systems Material Inventory (DSMI) for the water service lead materials at 3 locations.

1. At the meter located inside the residence.
2. On the private side of the curb stop
3. On the public side of the curb stop

The City Engineer indicates that both #2 and #3 can generally be performed by the same excavation. Lathrup Village is anticipating completing 10 lead service line replacements per year.

SOCWA entered into a Water Service Line Replacement with D’Angelo to provide a reduced cost to communities requesting these services (i.e. collection of Access Agreements, resident information meetings, scheduling of work, etc. And, with Bidigare Contractors for Water Service Line Verification This was a 3 year contract expiring in 2023.

Based on the unit prices submitted for the DSMI, the City Engineer’s opinion as to Lathrup’s costs are:

1. Minimum cost per excavation based on the as-submitted units:
 - a. Item #68 Service Line Material Verification, curb stop = \$500 ea
 - b. Item # 80 Restoration (assuming a 9’ x 9’ excavation area) = 9 syds x \$22 = \$198 ea
Subtotal = \$698 (Approximately \$700)
 - c. Item #78 Remove sidewalk (assume 2 flags) = 50 sft / 9 = 6 syds x \$45 = \$270
 - d. Item #88 Replace sidewalk (assume 2 flags) = 0.617 cyd x \$350 = \$216
Subtotal = \$486 (Approximately \$500)

Estimated cost for each service location is estimated between \$700 and \$1,200 each.

Total number of unknown material locations (services) = 1,670

Estimated cost = \$1,176,000 to \$2,004,000

The above cost does not include material inventories inside of the house (at the meter).

The proposed Water/Sewer Improvement Bonds includes funding of \$500,000 for Water Service Line Replacement (D'Angelo) and \$1.32 million for Water Service Line Verification and Stop Box Replacement (Sunde – approximately 500 per year).

In addition, HRC will be reviewing the service lines as they are scheduled for replacement to determine if direct excavation is required making that particular job a good candidate for harvesting the lead service line for GLWA's corrosion control study. GLWA has agreed to reimburse each community for any incremental costs required to harvest lead service lines.

Access Agreements - signed access agreement required and the tenant/property owners will be required to provide clear access to the location in which the service line enters the building/premises.

Lathrup Village will need to develop the list of addresses for Exhibit A. Once the Sub-Agreement is signed, Lathrup will work with D'Angelo to secure a block of time to complete the number of service line replacements indicated in the Sub-Agreement and then proceed to schedule the addresses within that block of time and turn that over to D'Angelo at least one week before the service line replacements are set to begin so that D'Angelo may call in their Miss Dig requests.

Suggested Motion:

Approve the Water Service Replacement Program and SOCWA Sub-Agreement with D'Angelo Brothers, Inc., as part of the Water & Sewer Capital Improvement Bond Project; authorizing the Mayor and/or City Administrator to sign the agreement and related documents on behalf of the City of Lathrup Village.

Southeastern Oakland County Water Authority
WATER SERVICE REPLACEMENT PROGRAM
Member Community and Contractor Agreement

THIS AGREEMENT is by and between City of Lathrup Village (Member Community”) and D’Angelo Brothers, Inc. (“Contractor”). Member Community and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents is generally described as follows:

(Access Agreements for the addresses included in the Project are attached as part of Exhibit “A”)

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before November 15, 2023 and completed and ready for final payment in accordance with the timing as indicated in the Contract Documents

B. The entity responsible for scheduling of the Work shall make every effort to provide sufficient time prior to the established date of substantial completion to complete the Work. Reasonable extensions of time will be granted should scheduling of the Work not comply with the Substantial Completion date.

3.03 *Liquidated Damages*

- A. Member Community and Contractor recognize that time is of the essence as stated in Paragraph 3.01 above and that Member Community will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the General Conditions. Accordingly, the Member Community and Contractor agree that liquidated damages for delay (but not as a penalty) will be paid as indicated in the Contract Documents for each day that expires after the time specified in Paragraph 3.02 until the Work is substantially complete.

ARTICLE 4 – CONTRACT PRICE

- 4.01 The Southeastern Oakland County Water Authority shall pay Contractor on behalf of the Member Community for completion of the Work in accordance with the agreed upon Cost Worksheet in the Contract Documents.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Requests for Payment to the Southeastern Oakland County Water Authority.
 - 1. Request for payment may be submitted for individual addresses or for groups of addresses completed.
 - 2. All such payments will be based on the number of units of each item completed.
 - 3. Requests for Payment will be processed by the Southeastern Oakland County Water Authority as provided in the General Conditions.
- B. Payment for the Work shall be provided only after final completion and acceptance of the Work at each individual address.
- C. Southeastern Oakland County Water Authority may regulate the payment and retainage of payments in accordance with the Contract Documents.
 - 1. Retainage shall be no greater than 5% of the dollar value of the work completed.
 - 2. Southeastern Oakland County reserves the right to regulate the payment of retained earnings based on the establishment of restoration after acceptance of the Work.

ARTICLE 6 – REQUIRED PERMITS

- 6.01 The following permits will be required to perform the Work and will be obtained by the Contractor;
 - A. Water/Sewer Permit (no fee), to be used for tracking and for record purposes

ARTICLE 7 – WORK TO BE PERFORMED BY MEMBER COMMUNITY

- 7.01 The following items of work will be performed by the Member Community or a third-party contractor;
- A. Scheduling and Attendance of Initial Introduction Meeting & Work Plan
 - B. Scheduling of the “Work”
 - C. Plumbing Inspection
 - D. Building/Premise Plumbing Flush
 - E. Final Sign-off from Tenant/Property Owner

ARTICLE 8 – MEMBER COMMUNITY REPRESENTATIONS

- 8.01 Member Community makes the following representations;
- A. Member community will perform the work as described in Article 7 in a proficient manner so as not to delay the Contractor from meeting its completion deadlines.

ARTICLE 9 – CONTRACTOR’S REPRESENTATIONS

- 9.01 Contractor makes the following representations;
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Proposal Documents.
 - B. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - C. Contractor is aware of the general nature of work to be performed by the Member Community and others at the Site that relates to the Work as indicated in the Contract Documents.
 - D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - E. Contractor will perform four (4) initial introduction meetings together with the member community’s designated Program Manager (PM) to familiarize the PM with the service line replacement process and water service line piping, materials, connections, etc. and how to communicate the service line replacement process to the property owner/tenant and assist the PM with completing the LSL Replacement Work Plan.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 The Contract Documents consist of this Agreement and the proposals, specifications, plans, bonds, addenda, etc. attached or referred to in the Contract for the Water Service Line Replacement Program as signed by the Contractor.

IN WITNESS WHEREOF, Member Community and Contractor have signed this Agreement. Counterparts have been delivered to Member Community and Contractor. All portions of the Contract Documents have been signed or have been identified by Member Community and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

MEMBER COMMUNITY:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

SOCWA:

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

EXHIBIT A

Bids Due: May 5, 2020 at 10:00 AM																	HRC Job # 20191046	
SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY WATER SERVICE LINE REPLACEMENT PROGRAM ITEMS OF WORK - COST WORKSHEET																		
			Bidigare Contractors, Inc. Plymouth, MI 48170 Plymouth, MI (248) 734-1113		D'Angelo Brothers Inc. P.O. BOX 531330 Livonia, MI (248) 515-1942		Goyette Mechanical, Co. 3842 Gorey Ave. Flint, MI (810) 743-9090		Lang Constructors, Inc. 9145 Corunna Road Flint, MI (810) 743-7090		RDC Construction Services LLC 26400 W. Eight Mile Road Southfield, MI (313) 300-0665		V.I.L. Construction, Inc. 6670 Sims Drive Sterling Heights, MI (586) 979-6020		WT Stevens Construction, Inc. 2712 N. Saginaw St. Flint, MI (810) 449-9418			
Line	Description	Unit of Measure	Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)			
			Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit		
WATER SERVICE LINE REPLACEMENT PROGRAM - DIVISION I																		
1	3/4 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	\$3,950.00	\$3,950.00	\$2,580.00	\$2,580.00			\$3,400.00	\$3,400.00	\$3,500.00	\$3,200.00	\$5,125.00	\$5,125.00	\$2,404.00	\$2,355.92		
2	3/4 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	\$48.00	\$48.00	\$25.00	\$25.00			\$45.00	\$45.00	\$90.00	\$80.00	\$30.00	\$30.00	\$8.91	\$8.73		
3	1 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	\$3,950.00	\$3,950.00	\$2,680.00	\$2,680.00			\$3,500.00	\$3,500.00	\$3,700.00	\$3,500.00	\$5,400.00	\$5,400.00	\$2,509.00	\$2,458.82		
4	1 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	\$48.00	\$48.00	\$25.00	\$25.00			\$48.00	\$48.00	\$88.00	\$78.00	\$33.00	\$33.00	\$9.68	\$9.49		
5	1 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	\$3,800.00	\$3,800.00	\$2,380.00	\$2,380.00			\$3,200.00	\$3,200.00	\$3,300.00	\$3,100.00	\$5,125.00	\$5,125.00	\$2,349.00	\$2,302.02		
6	1 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	\$45.00	\$45.00	\$23.00	\$23.00			\$40.00	\$40.00	\$79.00	\$77.00	\$28.00	\$28.00	\$6.47	\$6.34		
7	1-1/2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	\$4,100.00	\$4,100.00	\$2,800.00	\$2,800.00			\$3,800.00	\$3,800.00	\$4,400.00	\$4,200.00	\$6,500.00	\$6,500.00	\$2,866.00	\$2,808.68		
8	1-1/2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	\$50.00	\$50.00	\$28.00	\$28.00			\$60.00	\$60.00	\$110.00	\$108.00	\$40.00	\$40.00	\$11.69	\$11.46		
9	1-1/2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	\$3,800.00	\$3,800.00	\$2,700.00	\$2,700.00			\$3,300.00	\$3,300.00	\$4,200.00	\$4,100.00	\$6,500.00	\$6,500.00	\$2,817.00	\$2,760.66		
10	1-1/2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	\$46.00	\$46.00	\$26.00	\$26.00			\$50.00	\$50.00	\$109.00	\$103.00	\$37.00	\$37.00	\$6.97	\$6.83		
11	2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	\$4,300.00	\$4,300.00	\$3,380.00	\$3,380.00			\$4,600.00	\$4,600.00	\$4,800.00	\$4,800.00	\$7,500.00	\$7,500.00	\$3,320.00	\$3,253.60		
12	2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	\$52.00	\$52.00	\$34.00	\$34.00			\$90.00	\$90.00	\$115.00	\$115.00	\$47.00	\$47.00	\$14.96	\$14.66		
13	2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	\$3,850.00	\$3,850.00	\$3,200.00	\$3,200.00			\$3,400.00	\$3,400.00	\$4,700.00	\$4,700.00	\$7,500.00	\$7,500.00	\$3,238.00	\$3,173.24		
14	2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	\$47.00	\$47.00	\$31.00	\$31.00			\$55.00	\$55.00	\$112.00	\$112.00	\$44.00	\$44.00	\$7.65	\$7.50		
15	Private Water Service Line Connection to Premise/Building Plumbing	EA	\$350.00	\$350.00	\$485.00	\$485.00			\$100.00	\$100.00	\$500.00	\$500.00	\$150.00	\$150.00	\$60.00	\$58.80		
16	3/4 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	\$2,300.00	\$2,300.00	\$1,800.00	\$1,800.00			\$3,400.00	\$3,400.00	\$2,900.00	\$2,700.00	\$1,500.00	\$1,500.00	\$2,457.00	\$2,407.86		
17	3/4 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	\$2,800.00	\$2,800.00	\$2,680.00	\$2,680.00			\$3,800.00	\$3,800.00	\$5,800.00	\$5,400.00	\$1,900.00	\$1,900.00	\$2,791.00	\$2,735.18		
18	3/4 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	\$48.00	\$48.00	\$25.00	\$25.00			\$50.00	\$50.00	\$97.00	\$90.00	\$30.00	\$30.00	\$8.91	\$8.73		
19	1 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	\$2,300.00	\$2,300.00	\$1,900.00	\$1,900.00			\$3,500.00	\$3,500.00	\$3,400.00	\$3,100.00	\$1,600.00	\$1,600.00	\$2,536.00	\$2,485.28		
20	1 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	\$2,800.00	\$2,800.00	\$2,700.00	\$2,700.00			\$4,000.00	\$4,000.00	\$6,800.00	\$6,200.00	\$2,100.00	\$2,100.00	\$2,981.00	\$2,921.38		
21	1 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	\$48.00	\$48.00	\$25.00	\$25.00			\$53.00	\$53.00	\$113.00	\$103.00	\$32.00	\$32.00	\$9.68	\$9.49		
22	1 inch HDPE Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	\$2,100.00	\$2,100.00	\$1,780.00	\$1,780.00			\$3,300.00	\$3,300.00	\$2,460.00	\$2,400.00	\$1,600.00	\$1,600.00	\$2,476.00	\$2,426.48		
23	1 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	\$2,600.00	\$2,600.00	\$2,650.00	\$2,650.00			\$3,700.00	\$3,700.00	\$4,920.00	\$4,800.00	\$2,100.00	\$2,100.00	\$2,730.00	\$2,675.40		
24	1 inch HDPE Public Water Service Line Replacement > 60 feet	FT	\$45.00	\$45.00	\$23.00	\$23.00			\$40.00	\$40.00	\$82.00	\$80.00	\$28.00	\$28.00	\$6.47	\$6.34		
25	1-1/2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00			\$3,700.00	\$3,700.00	\$3,450.00	\$3,450.00	\$2,150.00	\$2,150.00	\$2,696.00	\$2,642.08		
26	1-1/2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	\$3,100.00	\$3,100.00	\$2,500.00	\$2,500.00			\$4,300.00	\$4,300.00	\$6,900.00	\$6,900.00	\$2,825.00	\$2,825.00	\$3,181.00	\$3,117.38		
27	1-1/2 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	\$50.00	\$50.00	\$28.00	\$28.00			\$52.00	\$52.00	\$115.00	\$115.00	\$40.00	\$40.00	\$11.69	\$11.46		

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY WATER SERVICE LINE REPLACEMENT PROGRAM ITEMS OF WORK - COST WORKSHEET																
			Bidigare Contractors, Inc. Plymouth, MI 48170 Plymouth, MI (248) 734-1113		D'Angelo Brothers Inc. P.O. BOX 531330 Livonia, MI (248) 515-1942		Goyette Mechanical, Co. 3842 Gorey Ave. Flint, MI (810) 743-9090		Lang Constructors, Inc. 9145 Corunna Road Flint, MI (810) 743-7090		RDC Construction Services LLC 26400 W. Eight Mile Road Southfield, MI (313) 300-0665		V.I.L. Construction, Inc. 6670 Sims Drive Sterling Heights, MI (586) 979-6020		WT Stevens Construction, Inc. 2712 N. Saginaw St. Flint, MI (810) 449-9418	
Line	Description	Unit of Measure	Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)	
			Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit
28	1-1/2 inch HDPE Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	\$2,200.00	\$2,200.00	\$1,580.00	\$1,580.00			\$3,400.00	\$3,400.00	\$3,300.00	\$3,300.00	\$2,150.00	\$2,150.00	\$2,696.00	\$2,642.08
29	1-1/2 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	\$2,700.00	\$2,700.00	\$2,400.00	\$2,400.00			\$3,800.00	\$3,800.00	\$6,720.00	\$6,600.00	\$2,825.00	\$2,825.00	\$2,972.00	\$2,912.56
30	1-1/2 inch HDPE Public Water Service Line Replacement > 60 feet	FT	\$46.00	\$46.00	\$26.00	\$26.00			\$45.00	\$45.00	\$112.00	\$110.00	\$37.00	\$37.00	\$6.97	\$6.83
31	2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run, ≤ 30 feet	EA	\$2,800.00	\$2,800.00	\$2,380.00	\$2,380.00			\$4,700.00	\$4,700.00	\$3,600.00	\$3,600.00	\$2,850.00	\$2,850.00	\$3,206.00	\$3,141.88
32	2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	\$3,200.00	\$3,200.00	\$2,780.00	\$2,780.00			\$100.00	\$100.00	\$7,200.00	\$7,200.00	\$3,565.00	\$3,565.00	\$3,848.00	\$3,771.04
33	2 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	\$52.00	\$52.00	\$34.00	\$34.00			\$100.00	\$100.00	\$120.00	\$120.00	\$47.00	\$47.00	\$14.96	\$14.66
34	2 inch HDPE Public Water Service Line Replacement and Connection, Short Run, ≤ 30 feet	EA	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00			\$3,600.00	\$3,600.00	\$3,450.00	\$3,450.00	\$2,850.00	\$2,850.00	\$3,071.00	\$3,009.58
35	2 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	\$2,700.00	\$2,700.00	\$2,500.00	\$2,500.00			\$3,800.00	\$3,800.00	\$6,900.00	\$6,900.00	\$3,565.00	\$3,565.00	\$3,377.00	\$3,309.46
36	2 inch HDPE Public Water Service Line Replacement > 60 feet	FT	\$46.00	\$46.00	\$31.00	\$31.00			\$50.00	\$50.00	\$115.00	\$115.00	\$44.00	\$44.00	\$7.65	\$7.50
37	3/4 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	\$63.00	\$63.00	\$185.00	\$185.00			\$56.68	\$56.68	\$50.00	\$50.00	\$50.00	\$50.00	\$53.31	\$53.31
38	1 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	\$63.00	\$63.00	\$200.00	\$200.00			\$72.75	\$72.75	\$100.00	\$100.00	\$80.00	\$80.00	\$68.43	\$68.43
39	1-1/2 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	\$230.00	\$230.00	\$285.00	\$285.00			\$172.16	\$172.16	\$210.00	\$210.00	\$200.00	\$200.00	\$161.94	\$161.94
40	2 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	\$380.00	\$380.00	\$400.00	\$400.00			\$300.73	\$300.73	\$230.00	\$230.00	\$350.00	\$350.00	\$282.88	\$282.88
41	6 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	\$230.00	\$230.00	\$175.00	\$175.00			\$124.99	\$124.99	\$150.00	\$150.00	\$140.00	\$140.00	\$117.58	\$117.58
42	6 inch x 1 inch Brass Service Saddle (Material Only)	EA	\$230.00	\$230.00	\$175.00	\$175.00			\$124.99	\$124.99	\$125.00	\$125.00	\$145.00	\$145.00	\$117.58	\$117.58
43	6 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	\$230.00	\$230.00	\$175.00	\$175.00			\$142.90	\$142.90	\$150.00	\$150.00	\$155.00	\$155.00	\$134.31	\$134.31
44	6 inch x 2 inch Brass Service Saddle (Material Only)	EA	\$230.00	\$230.00	\$175.00	\$175.00			\$157.03	\$157.03	\$160.00	\$160.00	\$160.00	\$160.00	\$147.71	\$147.71
45	8 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	\$230.00	\$230.00	\$175.00	\$175.00			\$154.70	\$154.70	\$160.00	\$160.00	\$160.00	\$160.00	\$145.52	\$145.52
46	8 inch x 1 inch Brass Service Saddle (Material Only)	EA	\$230.00	\$230.00	\$175.00	\$175.00			\$154.70	\$154.70	\$165.00	\$165.00	\$170.00	\$170.00	\$145.52	\$145.52
47	8 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	\$230.00	\$230.00	\$175.00	\$175.00			\$162.88	\$162.88	\$165.00	\$165.00	\$180.00	\$180.00	\$153.21	\$153.21
48	8 inch x 2 inch Brass Service Saddle (Material Only)	EA	\$230.00	\$230.00	\$175.00	\$175.00			\$177.30	\$177.30	\$165.00	\$165.00	\$185.00	\$185.00	\$166.78	\$166.78
49	12 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	\$350.00	\$350.00	\$250.00	\$250.00			\$224.30	\$224.30	\$200.00	\$200.00	\$300.00	\$300.00	\$210.99	\$210.99
50	12 inch x 1 inch Brass Service Saddle (Material Only)	EA	\$350.00	\$350.00	\$250.00	\$250.00			\$224.30	\$224.30	\$200.00	\$200.00	\$305.00	\$305.00	\$210.99	\$210.99
51	12 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	\$350.00	\$350.00	\$250.00	\$250.00			\$252.99	\$252.99	\$200.00	\$200.00	\$310.00	\$310.00	\$237.97	\$237.97
52	12 inch x 2 inch Brass Service Saddle (Material Only)	EA	\$350.00	\$350.00	\$250.00	\$250.00			\$257.54	\$257.54	\$200.00	\$200.00	\$320.00	\$320.00	\$242.26	\$242.26
53	16 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	\$850.00	\$850.00	\$500.00	\$500.00			\$549.24	\$549.24	\$260.00	\$260.00	\$675.00	\$675.00	\$516.65	\$516.65
54	16 inch x 1 inch Brass Service Saddle (Material Only)	EA	\$850.00	\$850.00	\$500.00	\$500.00			\$549.24	\$549.24	\$260.00	\$260.00	\$700.00	\$700.00	\$516.65	\$516.65
55	16 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	\$850.00	\$850.00	\$550.00	\$550.00			\$582.80	\$582.80	\$278.00	\$278.00	\$750.00	\$750.00	\$548.22	\$548.22
56	16 inch x 2 inch Brass Service Saddle (Material Only)	EA	\$850.00	\$850.00	\$550.00	\$550.00			\$644.01	\$644.01	\$223.00	\$223.00	\$800.00	\$800.00	\$605.80	\$605.80
57	Abandon & Plug Existing Corp	EA	\$150.00	\$150.00	\$185.00	\$185.00			\$450.00	\$450.00	\$1,900.00	\$1,900.00	\$150.00	\$150.00	\$90.00	\$90.00
58	Remove Existing Corp and Install Repair Sleeve	EA	\$500.00	\$500.00	\$888.00	\$888.00			\$750.00	\$750.00	\$1,900.00	\$1,900.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
59	Water Main Taps Greater than 7 feet to the Top of Pipe	VFT	\$525.00	\$525.00	\$285.00	\$285.00			\$1,500.00	\$1,500.00	\$250.00	\$250.00	\$200.00	\$200.00	\$100.00	\$100.00
60	Dig Through Frost (per tap) When Add'l Equipment Necessary.	EA	\$950.00	\$950.00	\$250.00	\$250.00			\$500.00	\$500.00	\$500.00	\$500.00	\$250.00	\$250.00	\$500.00	\$500.00
61	Plumbing Permit (ALLOWANCE)	EA	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
62	Miscellaneous Permits (ALLOWANCE)	EA	\$500.00	\$100.00	\$500.00	\$100.00	\$500.00	\$100.00	\$500.00	\$100.00	\$500.00	\$100.00	\$500.00	\$100.00	\$500.00	\$100.00
63	Bonds & Insurances (ALLOWANCE)	LSUM	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
64	Distribute and Collect Access Agreements	EA	\$325.00	\$325.00	\$160.00	\$160.00			\$200.00	\$200.00	\$50.00	\$25.00	\$100.00	\$100.00	\$50.00	\$50.00
65	Initial Introduction Meeting Attendance & Work Plan	EA	\$700.00	\$700.00	\$160.00	\$160.00			\$2,500.00	\$2,500.00	\$450.00	\$450.00	\$100.00	\$100.00	\$75.00	\$75.00
66	Scheduling Service Line Replacement Work with Business/Residence	EA	\$200.00	\$200.00	\$160.00	\$160.00			\$200.00	\$200.00	\$50.00	\$25.00	\$50.00	\$50.00	\$40.00	\$40.00
67	Building/Premise Plumbing Flush	EA	\$125.00	\$125.00	\$225.00	\$225.00			\$200.00	\$200.00	\$275.00	\$275.00	\$100.00	\$100.00	\$35.00	\$35.00

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY WATER SERVICE LINE REPLACEMENT PROGRAM ITEMS OF WORK - COST WORKSHEET																
			Bidigare Contractors, Inc. Plymouth, MI 48170 Plymouth, MI (248) 734-1113		D'Angelo Brothers Inc. P.O. BOX 531330 Livonia, MI (248) 515-1942		Goyette Mechanical, Co. 3842 Gorey Ave. Flint, MI (810) 743-9090		Lang Constructors, Inc. 9145 Corunna Road Flint, MI (810) 743-7090		RDC Construction Services LLC 26400 W. Eight Mile Road Southfield, MI (313) 300-0665		V.I.L. Construction, Inc. 6670 Sims Drive Sterling Heights, MI (586) 979-6020		WT Stevens Construction, Inc. 2712 N. Saginaw St. Flint, MI (810) 449-9418	
Line	Description	Unit of Measure	Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)		Base Price; Years 1-3 (Thru Dec 31, 2022)	
			Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit	Individual Unit	Grouped Unit
SERVICE LINE VERIFICATION PROGRAM - DIVISION II																
68	Service Line Material Verification, Curb Stop	EA	\$500.00	\$500.00	\$850.00	\$800.00	\$2,648.31	\$485.61	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$300.00	\$300.00
69	Service Line Material Verification, Interior Penetration	EA	\$120.00	\$120.00	\$750.00	\$700.00	\$129.55	\$78.51	\$100.00	\$100.00	\$500.00	\$500.00	\$200.00	\$200.00	\$50.00	\$50.00
70	Service Line Material Verification, Water Main	EA	\$120.00	\$120.00	\$850.00	\$850.00	\$1,985.11	\$520.11	\$2,900.00	\$2,900.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00	\$350.00	\$350.00
AS NEEDED MATERIALS AND SURFACE RESTORATION ITEMS (APPLICABLE TO DIV I & DIV II)																
71	3/4 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	\$323.00	\$323.00	\$155.00	\$155.00	\$144.82	\$87.77	\$70.96	\$70.96	\$120.00	\$120.00	\$105.00	\$105.00	\$60.66	\$60.00
72	1 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	\$323.00	\$323.00	\$155.00	\$155.00	\$205.97	\$124.83	\$109.56	\$109.56	\$130.00	\$130.00	\$155.00	\$155.00	\$100.96	\$100.00
73	1-1/2 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	\$500.00	\$500.00	\$455.00	\$455.00	\$488.16	\$295.85	\$287.64	\$287.64	\$220.00	\$220.00	\$320.00	\$320.00	\$255.67	\$254.00
74	2 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	\$500.00	\$500.00	\$555.00	\$555.00	\$673.11	\$407.94	\$404.37	\$404.37	\$350.00	\$350.00	\$530.00	\$530.00	\$418.51	\$414.00
75	6' Curb Valve Box (including Stainless Steel Rod)	EA	\$240.00	\$240.00	\$160.00	\$160.00	\$151.52	\$91.83	\$73.45	\$73.45	\$140.00	\$140.00	\$300.00	\$300.00	\$69.08	\$68.50
76	Pavt Rem, Concrete Roadway, Special	SYD	\$60.00	\$60.00	\$15.00	\$15.00	\$69.17	\$41.92	\$150.00	\$150.00	\$70.00	\$70.00	\$30.00	\$30.00	\$11.00	\$10.00
77	HMA Surface, Rem, Special	SYD	\$60.00	\$60.00	\$12.00	\$12.00	\$60.06	\$36.40	\$135.14	\$135.14	\$70.00	\$70.00	\$30.00	\$30.00	\$11.00	\$10.00
78	Driveway and Sidewalk, Rem	SYD	\$45.00	\$45.00	\$12.00	\$12.00	\$60.06	\$36.40	\$50.00	\$50.00	\$60.00	\$60.00	\$30.00	\$30.00	\$9.00	\$8.10
79	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Sod	SYD	\$22.00	\$22.00	\$11.00	\$11.00	\$50.53	\$30.62	\$70.59	\$70.59	\$350.00	\$350.00	\$20.00	\$20.00	\$32.50	\$32.50
80	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil, Seed and Mulch Blanket	SYD	\$22.00	\$22.00	\$9.00	\$9.00	\$47.11	\$28.55	\$68.00	\$68.00	\$300.00	\$300.00	\$15.00	\$15.00	\$28.00	\$28.00
81	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Hydroseed	SYD	\$22.00	\$22.00	\$10.00	\$10.00	\$38.57	\$23.38	\$65.00	\$65.00	\$300.00	\$300.00	\$15.00	\$15.00	\$30.70	\$30.70
82	Hardwood Mulch, 4 inch	SYD	\$23.00	\$23.00	\$10.00	\$10.00	\$27.76	\$16.82	\$50.00	\$50.00	\$200.00	\$200.00	\$30.00	\$30.00	\$22.00	\$21.00
83	Irrigation System Repair	EA	\$70.00	\$70.00	\$58.00	\$58.00	\$471.10	\$285.51	\$100.00	\$100.00	\$150.00	\$150.00	\$400.00	\$400.00	\$125.00	\$125.00
84	Maintenance Aggregate, 21AA	TON	\$45.00	\$45.00	\$28.00	\$28.00	\$232.01	\$140.61	\$75.00	\$75.00	\$29.00	\$29.00	\$50.00	\$50.00	\$47.00	\$45.00
85	Temporary Cold Patch	TON	\$350.00	\$350.00	\$200.00	\$200.00	\$641.87	\$389.01	\$100.00	\$100.00	\$250.00	\$250.00	\$400.00	\$400.00	\$100.00	\$100.00
86	HMA, 13A or approved equal (min 25 ton)	TON	\$350.00	\$350.00	\$305.00	\$305.00	\$901.45	\$546.33	\$75.00	\$75.00	\$350.00	\$350.00	\$500.00	\$500.00	\$140.00	\$140.00
87	Non Reinforced Concrete Roadway, MDOT P1 (min 10 cubic yards, aggregate)	CYD	\$450.00	\$450.00	\$305.00	\$305.00	\$1,472.98	\$892.71	\$400.00	\$400.00	\$250.00	\$250.00	\$600.00	\$600.00	\$290.00	\$290.00
88	Non Reinforced Concrete Driveways and Sidewalks, MDOT P1 (min 10 cubic yards, aggregate)	CYD	\$350.00	\$350.00	\$305.00	\$305.00	\$1,199.74	\$727.11	\$200.00	\$200.00	\$170.00	\$170.00	\$600.00	\$600.00	\$300.00	\$300.00
89	Concrete curb and gutter, MDOT P1 (min 10 cubic yards, aggregate)	LFT	\$50.00	\$50.00	\$49.00	\$49.00	\$167.24	\$101.36	\$80.00	\$80.00	\$45.00	\$45.00	\$75.00	\$75.00	\$34.00	\$34.00
Note: 1) Contractor must provide a price for each line item and each unit (both individual and grouped) in the Cost Worksheet within Division I or Division II or both in order to be considered 2) Contractors will be selected to perform work per Division not per line item. Prices within the "As Needed Materials and Surface Restoration" section will only be utilized 3) All brass products supplied underthis Contract shall be no-lead brass products meeting the requirements of UNS Copper Alloy C89836 per ASTM B584-05 and																

WATER SERVICE REPLACEMENT AND ACCESS AGREEMENT

This Agreement, made this ____ day of _____, 20__ between _____ (the "City/Village") and the undersigned owners of property located at _____ (the "Owner"), and states the following:

General Purpose. The existing private water service line between the curb stop valve located at the property line and the water meter will be disconnected and replaced with a new private water service line within the same limits and in a similar location. The work under this Agreement includes all labor, all equipment and materials as necessary.

Contractor. This Agreement anticipates that a Contract will be awarded to a qualified contractor, experienced in performing water service line replacements to complete the services herein as defined in this Agreement. ("Contractor").

Consideration. The City/Village and the Owner each agrees that the mutual promises made by the other party and the benefits to be derived from their execution of this Agreement are full, sufficient and acknowledged consideration for entering into this Agreement.

The City/Village Will Do The Following:

1. Conduct an introductory meeting with the Owner and perform a pre-inspection of the water service line where it enters the premises and connects to the meter (to confirm the service line material). At the same time an evaluation of the meter setting will be completed to determine if the meter should be replaced. If necessary, either or both of these items will be corrected/replaced at no cost to the Owner.
2. Have a new copper or plastic private water service line, constructed at City/Village expense, from the existing curb stop at the property line to the water meter within the premises. The existing private water service line, if not removed as part of the replacement, will be disconnected and plugged at the penetration into the premises.
3. Restore the Owner's property disturbed by construction, including sidewalk, grassed areas and any other landscape damaged by construction and any interior portions of the structure disturbed by the work. Restoration will not include interior finished work (i.e. woodwork, tiling, carpeting, painting, etc.) or premise plumbing work (including replacement of fixtures).
4. Require the Contractor doing the work to provide and maintain adequate insurance to protect the Owner against any loss that may result from damage caused by negligent construction operations on the Owner's property and to require the Contractor to provide the City/Village with proof of such coverage.
5. Guarantee to the Owner that any work done shall be free from defects in material and workmanship for a period of one (1) year from the completion of the work (Guarantee Period").

The Owner Will Do The Following:

1. Confirm that the Owner(s) is the only owner(s) of the above referenced property.
2. Permit temporary access and right of entry to and upon the above-referenced property to the City/Village, the City/Village's Project Representative (Engineer) and the Contractor to conduct an introductory meeting and pre-inspection as described above, to enable construction of and flushing of the new private water service line and to enable any needed adjustments, maintenance, or repairs during the guarantee period.
3. Provide clear and unobstructed access to the area where the water service line enters the premises. This may include the removal of drywall, paneling, fixtures, and carpeting that obstruct or hide the area where the service line enters the premises.
4. Assume full responsibility for the maintenance, repair, and the replacement of the private part of the water service line, located on the above-referenced property, after expiration of the guarantee period. After the end of the guarantee period the responsibility of each party (City/Village and the Owner) shall be limited to that as shown on the attached diagram.
5. Provide necessary watering and care to the turf grass restoration and landscaping installed, if necessary..
6. Hold the City/Village, Engineer, and the Contractor(s) harmless and free from any claim, suit, demand or liability for any damage incurred in performance of the water service line replacement work at the Owner's property as defined herein.

Signed by the Owner(s) this ____ day of _____, 20__.

Owner(s) Signatures

Owner(s) Printed Names

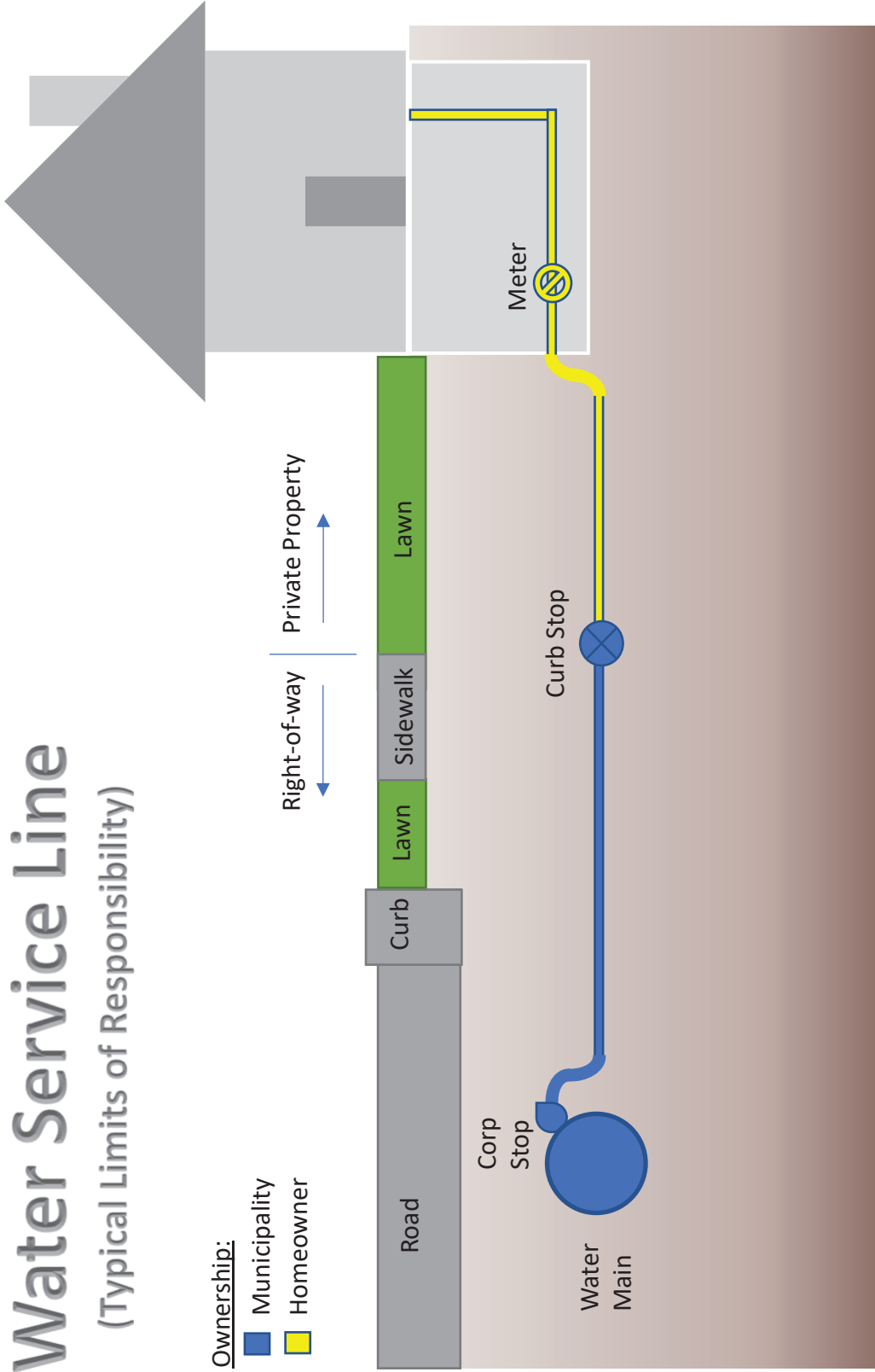
Signed by the City/Village this ____ day of _____, 20__.

By: _____

Its: _____

Water Service Line

(Typical Limits of Responsibility)





Service Line Replacement Work Plan

Item 12D.

(insert logo here)

Date: _____

Address: _____
(Street)

(City) (Zip Code)

☐ Owner/Tenant Prefers to be Present During Replacement

☐ Very Available ☐ Somewhat Available ☐ Only Available by Appointment

☐ No Preference on Being Present During Replacement

(print name)

(sign name)

Contact Number : _____

EXISTING CONDITIONS SURVEY

EXISTING SERVICE LINE ENTRY POINT

☐ Wall:

☐ Block ☐ Poured

☐ Floor:

☐ Concrete ☐ Tile/ Carpet

EXISTING PREMISE PLUMBING

☐ Copper ☐ Galvanized

☐ Plastic ☐ Other: _____

EXISTING SERVICE LINE MATERIAL

☐ Lead

☐ Galvanized

☐ Copper

☐ Other: _____

METER CONFIGURATION

☐ Vertical Type: _____

☐ Horizontal

☐ Review Plumbing and faucet operation with Tenant/Property Owner

☐ Take photos of proposed work area (Interior & Exterior)

Does the Contractor have clear access to the service line penetration? YES or NO

If NO, what needs to be moved/relocation: _____

Did you inform the homeowner of their responsibility to provide clear access? YES or NO

Did you observe any existing condition issues during walk-through? YES or NO

If YES, explain: _____

WORK PLAN

PROPOSED REPLACEMENT METHOD

☐ Drilling ☐ Open Cut

☐ Pulling ☐ Other: _____

PROPOSED SCHEDULE

Anticipated Work Duration: _____

Anticipated # of Workers: _____

PROPOSED SERVICE LINE ENTRY POINT

☐ Floor ☐ Wall

Proposed Demo Footprint: _____

EXISTING SERVICE LINE POST-REPLACEMENT:

☐ Removed ☐ Abandoned

If Abandoned, How? _____



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: February 22, 2021

RE: Realtor Contract – House in the Woods Property

After obtaining an appraisal, City Council directed that a Request for Qualifications (Bid #02-LV-2020) be issued for Real Estate Professional Services relative to the House in the Woods property (19600 Forest Drive). The property is currently vacant after the home of Louise Lathrup, which was located on this site, was struck by lightning and burned to the ground.

The RFQ for a Realtor was issued on December 22, 2020. One response was received from Hughes Real Estate and Property Management Services, LLC, owned by Natasha Hughes Smith (Auburn Hills, MI) and the broker is Cynthia Payton-Hines of Lynn and Associates (Grand Blanc, MI).

An Independent Contractor Agreement was drafted with Natasha Hughes Smith d/b/a Lynn & Associates to list and market the property. The City may terminate the Agreement with seven (7) days' notice or immediately for "cause".

There is a \$500 fee for listing the property. The commission is 6% of the sale price. The contract ends August 8, 2021.

Suggested Motion:

Approve the Independent Contractor Agreement for Real Estate Services with Natasha Hughes Smith d/b/a Lynn & Associates, for the property at 19600 Forest Drive, Lathrup Village, MI 48076, aka the House in the Woods Property. And, authorize the Mayor and/or City Administrator to sign the Agreement and related documents.

**INDEPENDENT CONTRACTOR AGREEMENT
FOR REALTOR SERVICES**

This Independent Contractor Agreement for Realtor Services made this ____ day of February, 2021, by and between the City of Lathrup Village (the "City") with its offices located at 27400 Southfield Road, Lathrup Village, Michigan 48076 and Natasha Hughes Smith, d/b/a Lynn & Associates, (the "Independent Contractor") whose address is 12745 S Saginaw St Ste 806, Grand Blanc, MI 48439.

WITNESSETH

WHEREAS, the City is a Michigan Municipal Corporation duly and legally incorporated as a Home-Rule City under the provisions of 1909 P.A. 278, being specifically Michigan Compiled Law (MCL) 117.1 et seq; and,

WHEREAS, the City is bound by the terms and provisions of State Law, the City Charter and the ordinances adopted by the City Council of the Municipality; and,

WHEREAS, the Independent Contractor is a licensed realtor/broker; and.

WHEREAS, the City desires to enter into an Independent Contractor Agreement with Natasha Hughes Smith for her services to act in the foregoing capacities and to facilitate the sale of 19600 Forest Drive, Lathrup Village, MI 48076; and,

WHEREAS, any and all payments made under this Agreement to the Independent Contractor shall be made directly to Natasha Hughes Smith, and that the City is contracting for the services of Natasha Hughes Smith, only, and that no services requested by the City under this Agreement shall be delegated to or assigned to any other person or entity by Natasha Hughes Smith.

WHEREAS, that the Parties have come to certain understandings and agreements in connection therewith and they desire to formalize the same in writing by this Agreement;

NOW THEREFORE, the City and the Independent Contractor mutually agrees as follows:

1. Performance:

The Independent Contractor represents and warrants to the City that she is a Licensed Realtor/Broker and she shall maintain a current license throughout the term of this Contract and provide a copy of the same to the City . The Independent Contractor shall list and market the property located at 19600 Forest Drive, Lathrup Village, MI 48076.

2. Relationship:

The Independent Contractor acknowledges and agrees that she is an Independent Contractor and not an employee of the City of Lathrup Village. As such, the Independent Contractor shall not be entitled to participate in any fringe benefit programs adopted by the City, nor will the Independent Contractor be reimbursed for any expenses incurred by the Independent Contractor unless approved in advance by the City. The City will not be responsible to withhold any income taxes, social security taxes, or other payroll taxes from compensation paid to the Independent Contractor for her services, said obligations to pay such taxes shall be borne solely by the Independent Contractor. Further, the Independent Contractor acknowledges that the

City is not responsible for providing or insuring the Independent Contractor under any Automobile Insurance , Liability Insurance, Worker's Compensation Insurance, or any other type of insurance, except as hereinafter provided. Further, the Independent Contractor shall have no right or authority to obligate the City to any contract or commitments of whatever kind, including but not limited to, contracts with contractors to purchase materials and/or equipment.

3. **Compensation:**

During the term of this Agreement, the City agrees to pay the Independent Contractor the fees outlined in the Exclusive Right to Sell Contract (attached hereto).

4. **Terms of Agreement:**

The Independent Contractor agrees that she shall commence work immediately upon execution of this Agreement, and that the terms of this Agreement shall be considered as on an "At Will" basis. This means that the City may terminate this Agreement, at its sole discretion, by giving the Independent Contractor seven (7) days written or verbal notice of the same. Notwithstanding the foregoing, the City may terminate this Agreement immediately for "cause." The term "cause" shall mean a material breach of the ethics of a Licensed Realtor/Broker, a violation of any applicable law or regulation concerning a Realtor/Broker, dishonesty or theft with respect to the City, or allegations of a felony or high misdemeanor involving a crime of moral turpitude. The Independent Contractor may terminate this Agreement by giving the City at least thirty (30) days written notice of the same.

5. **Conflict:**

The City acknowledges that the Independent Contractor may be working as a Realtor/Broker for neighboring communities.

6. **Insurance Indemnification:**

The Independent Contractor shall maintain professional liability insurance during the duration of this Contract and the City shall be named as an additional insured on said Contract. The City shall be provided a copy of the insurance contract at the time this document is executed.

7. **No Other Benefits:**

The Independent Contractor shall not be entitled to any other benefits, unless otherwise specifically provided for in this Agreement, which are available to the City's other employees or Independent Contractors, including but not limited to Sick Leave, Vacation Time, Medical Insurance, Disability Insurance, Worker's Compensation Insurance, and other miscellaneous benefits all of the same which shall remain the responsibility and obligation of the Independent Contractor.

8. **General Provisions:**

The text herein shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the successor and assigns of the City and the Contractor. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect. This Agreement embodies the

whole Agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than as contained herein. No modification of this Agreement shall be valid unless such modification is in writing and signed by the City and the Independent Contractor. No waiver of any provision of this Agreement shall be valid unless such modification is in writing and signed by both parties. This Agreement shall be governed by the Laws of the State of Michigan, the City of Lathrup Village, and the City of Lathrup Village Core of Ordinances. This Agreement shall become effective upon the date indicated in the preamble.

IN WITNESS WHEREOF, the City of Lathrup Village has caused this Agreement to be signed and executed on its behalf by its Mayor and City Clerk, and the Independent Contractor has signed and executed this Agreement, the day and year first above written.

CITY OF LATHRUP VILLAGE

BY: _____
Mykale Garrett, Mayor

BY: _____
Yvette Talley, City Clerk

INDEPENDENT CONTRACTOR:

BY: Natasha Hughes Smith
Natasha Hughes Smith



Greater Metropolitan Association of REALTORS®
EXCLUSIVE RIGHT TO SELL CONTRACT

REALTOR®/BROKER FIRM: Lynn & Associates
Address of Firm: 12745 S Saginaw St Ste 806
Grand Blanc MI 48439
Phone#: (248) 495-7787

SELLER'S NAME: City of Lathrup Village
Seller's Home Address: 27400
Southfield Rd Lathrup Village
Phone#: Home (248) 557-2600

1. **CONSIDERATION AND TERM OF CONTRACT:** This Agreement is entered into this 25 day of January, Year 2021, by and between the above mentioned **REALTOR®/BROKER** ("THE REALTOR/BROKER") and the above mentioned **SELLER(S)** ("the Seller") in consideration of the agreement of the REALTOR®/BROKER to market the Property hereinafter described and to use the best efforts to find a BUYER, the SELLER grants to the REALTOR®/BROKER the exclusive right to sell the Property from 02/08/2021 to 11:59 P.M. on 08/08/2021

2. **PROPERTY DESCRIPTION:** ☐ Residential ☐ Condominium ☐ Multi-Family ☒ Commercial/Industrial ☒ Vacant ☐ Other
Property is located in the ☐ Village ☒ Township ☒ City of Lathrup Village, County of Oakland, Michigan, commonly known as (street address)
19600 Forest Drive (zip code) 48076 Legal Description: TM, R108, SEC 14 PART OF SW 1/4 BBO AT PT DIST N 34-58-05 E 1769.41 FT E 4-45-45-43 W 118.75 FT BBO
N SW SEC COR, TH S 69-28-15 W 165.71 FT, TH ALG CURVE TO LEFT, RAD 300 FT, CHORD BEARS S 70-32-24 E 393.93 FT, DIST OF 429.74 FT, TH N 25-44-41 W 141.21 FT, TH ALG CURVE TO LEFT, RAD
113 FT, CHORD BEARS N 68-08-13 W 166.91 FT, DIST OF 522.21 FT TO BKG 1.94 AS-2-94 PR 001

(the "Property"). This Property is being sold together with all improvements and appurtenance, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments including hardware attached floor coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm system, radio and television antennas, rotors and controls, water softener (unless rented), water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by SELLER, and

SELLER excludes the following items:

3. **PRICE/TERMS:** SELLER agrees to sell the Property for the sum of \$ 250,000.00 to be paid in cash, upon terms specified in the **MLS LISTING FORM**, of this contract or upon such terms and conditions as the SELLER may hereafter accept. SELLER to deliver possession not later than 0 days after closing of the sale, subject to the rights of tenants. Should SELLER not deliver possession of the Property at the closing, SELLER shall be required to pay a daily rate of \$ 0.00 or such other terms and conditions as the SELLER may hereafter accept.

4. **COMMISSION:** SELLER agrees to pay the REALTOR®/BROKER a commission of \$ _____ or 6 % of the sale price upon the consummation of the sale. The commission will be due and payable if a BUYER is obtained for the Property by anyone, including the SELLER, during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the SELLER. FURTHER, said commission will be paid if:

- the SELLER refuses to sell when a ready, willing and able BUYER is produced at price and terms.
- the SELLER refuses or is unable to complete a sale pursuant to the terms of a duly executed Offer To Purchase, Purchase Agreement, Contract of Sale, or such other equivalent agreement signed by SELLER.
- the SELLER, or anyone, sells (or enters into a contract to sell or receives a deposit) within 30 days from the termination or expiration of this contract to anyone to whom the Property has been shown or who has learned of the Property because of the REALTOR®/BROKER'S efforts, during the terms of this contract; **PROVIDED, HOWEVER**, the SELLER will not be obligated to pay such commission if the Property is sold through another licensed real estate broker who is paid a commission or fee during this protection period.

It is agreed that the word "sale" shall include a trade or exchange and that a commission will be due at the agreed upon amount or percentage of the exchange or trade value, as the case may be, and that in the event of a trade or exchange, the REALTOR®/BROKER is authorized to receive a commission or fee from both parties to the transaction provided disclosure thereof is made to all parties.

5. **DEFAULT:** If a sale is not consummated because of the SELLER'S refusal to perform, then the full commission shall be due and able upon such refusal. If a sale is not consummated because of the BUYER'S failure to perform and the deposit made is forfeited, SELLER agrees that 50 % of the deposit, not to exceed the full commission, shall be retained by the REALTOR®/BROKER in full payment for service rendered in this transaction.

6. **OPTION:** The SELLER agrees that the commission will be due and payable to the REALTOR®/BROKER if the SELLER enters into an option to purchase during the term of this contract or the protection period as provided upon the consummation of the sale/purchase pursuant to the option. If option is exercised and consummated, the agreed upon commission will be paid to the REALTOR®/BROKER on the option amount.

7. **CONSIDERATION NEGOTIATION:** The SELLER and REALTOR®/BROKER acknowledge that they have negotiated the consideration contracted hereunder between themselves and that the commission to be paid by the SELLER in consideration of services to be performed by the REALTOR®/BROKER and commission to be paid was not fixed, controlled, recommended or maintained by any other person(s) or entity not a party to this contract.

8. **MULTILIST/COOPERATION:** The SELLER acknowledges that the services of the Multiple Listing Service(s) and the offering of cooperation and compensation to other Participants has been fully explained and the REALTOR®/BROKER is authorized to multiple list the Property, and the Cooperating BROKER may represent the BUYER even though paid by REALTOR®/BROKER.

The SELLER authorizes the REALTOR®/BROKER to provide to the Multiple Listing Service(s) such information as they may require including but not limited to timely notice of status changes in this contract and sales information including selling price and terms upon the acceptance of an Offer to Purchase or any time after closing. The Multiple Listing Service(s) is authorized to disseminate the information according to its rules and regulations. The SELLER and REALTOR®/BROKER release the Multiple Listing Service(s) from any liability for errors and omissions in the listing information disseminated. The SELLER authorizes the REALTOR®/BROKER to offer cooperation as provided by the Multiple Listing Service(s) either through the Multiple Listing Service(s) or otherwise and to offer compensation to the cooperating BROKER. It is understood that compensation paid to a cooperating BROKER will be paid from the commission due the REALTOR®/BROKER, and will be in the amount of \$ _____ or 3 % as stated on the MLS Listing form, or as otherwise agreed in writing.

9. **AGENCY:** SELLER acknowledges that the REALTOR®/BROKER has explained to SELLER the REALTOR®/BROKER policy on agency, disclosed to SELLER the different types of real estate agency relationships, and that REALTOR®/BROKER will be acting as the agent for the SELLER. Receipt of an Agency Disclosure is acknowledged by SELLER.

SELLER further grants the REALTOR®/BROKER the authorization to act as a disclosed dual agent in the event any licensee of the REALTOR®/BROKER procures a BUYER who has contracted with the REALTOR®/BROKER as BUYER'S agent.

SELLER authorizes REALTOR®/BROKER to show potential BUYER'S properties other than the SELLER'S Property and provides BUYER'S with information on selling prices in the area.

10. **TITLE:** SELLER represents the title Property to be good and marketable, and SELLER will execute and deliver a Warranty Deed, Land Contract, or other instrument of assignment or conveyance as shall be required. By agreement on subsequent Purchase Agreement, SELLER will furnish an owner's title insurance policy with standard exceptions. Any deed required shall have full covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record and (e.g. special assessments).

11. **SHOWING/SIGNS:** REALTOR®/BROKER is hereby authorized to photograph the Property and publish such photographs, retain a key, and cause a sign to be erected on the Property and to remove all other "for sale" signs. REALTOR®/BROKER shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours.

ADVERTISING: REALTOR®/BROKER is authorized to place Property information on the Internet and to otherwise advertise the Property for sale.

SELLER shall indemnify and hold harmless BROKER and BROKER'S agents and subagents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of SELLER'S home pursuant to this listing.

12. **LOCK BOX:** The REALTOR®/BROKER ☒ is ☐ is not authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the Property by authorized persons. SELLER acknowledges that the lock box is not a security system and agrees to release and hold harmless REALTOR®/BROKER and any agents or subagents of REALTOR®/BROKER from any liability whatsoever arising from the use of the lock box to provide access to the Property.

13. **MARKET:** Upon SELLER'S written acceptance of the terms of any Offer to Purchase, Purchase Agreement, Contract of Sale, or equivalent, the REALTOR®/BROKER shall not continue to market the Property nor present any other offers received after the time of acceptance.

14. **REFERRAL:** SELLER agrees to refer to REALTOR®/BROKER all inquiries concerning the Property during the period of this contract.

15. **CITIZENSHIP:** SELLER is a United States citizen. ☒ Yes ☐ No

16. **HIRES:** This contract shall bind the heirs, personal representatives, administrators, executor's assigns and successors of the respective parties.

17. **NONDISCRIMINATION:** It is agreed by REALTOR®/BROKER and SELLER that discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, or physical or mental disability, or familial status, with the sale of the subject Property is **PROHIBITED**.

18. **INFORMATION:** SELLER agrees to provide REALTOR®/BROKER or BUYER with all information required by any law.

19. **MARKETABLE TITLE:** The SELLER(S) represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.

20. **BINDING CONTRACT:** This contract shall be binding upon execution by SELLER(S) or SELLER(S) agents and REALTOR®/BROKER or the agent of the REALTOR®/BROKER.

21. **COPYRIGHT & EXCLUSIVE USE:** The Seller hereby consents to taking pictures and/or video of the property and consents to the unlimited and perpetual use of such Visual Media by Broker or any of Broker's designees. "Use" shall include, without limitation, the reproduction, modification, adaptation, publishing, creation and derivative works from, distribution and display of Visual Media throughout the world in any format. Furthermore Seller hereby irrevocably assigns, transfers, sets over and conveys to Broker all of Seller's rights, title and interest in and to certain photographs and or video of the property taken by the Seller and provided to the Broker willingly, including without limitation, the right to grant permission to republish the Visual Media in whole or in part and the right to republish the Work in any format throughout the world.

22. **OTHER:** Seller shall pay \$500 as an administrative fee for listing the property.

23. **ACKNOWLEDGMENT:** The SELLER has read, acknowledges, and accepts the terms of this contract and has received a completed copy of this contract.

(REALTOR®)
Natasha Hughes Smith Date
(Name and Address)
Lynn & Associates

For (REALTOR®/BROKER FIRM)

(SELLER)
Mykaile Garrett Mayor, City of Lathrup Village Date
(Name and Address)
(SELLER)
(Name and Address)



dated 02/08/21 covering property commonly known as 19600 Forest Drive

Lathrup Village MI 48076

All following conditions on this Addendum shall not commence until the Purchaser is furnished with a copy of a commitment of title insurance. (See paragraph 12 on the offer to purchase)

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survey by a a registered land surveyor at the ☒ **Purchasers** **Sellers** expense within _____ **10**
 days from final acceptance of this offer. If the Seller or Seller's Broker does not receive written notice from the Purchaser
 of their dissatisfaction regarding such survey within _____ days from the Purchasers receipt of the survey, th**3** is
 contingency will be considered satisfied and this purchase agreement shall be binding without regard to said survey. If the
 Seller or Seller's Broker does receive a written notice of objection within the time period provided, this sale shall be null and
 void and all earnest monies shall be refunded to Purchaser.

2. **LAND SPLITS** - If the land is being split from A LARGER PARCEL, Seller agrees to immediately obtain approval, at Sellers expense, from all the proper governmental agencies, and provide proof that the property meets all governmental requirements to split, and is in compliance with Land Division Act 1996 P.A. 591 and 1997 P.A. 87 and any amendments thereof. (Refer to "Unplatted Land Addendum") If Seller cannot obtain split approval within 60 days from acceptance, at the Purchasers option, can declare this offer null and void and deposit returned.

3.	Existing Well and/or Septic – Purchaser and Seller understand that the property has an existing well and/or septic, Paragraph 25 and recognize the Well and Septic Addendum as part of this agreement.	Reference
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4. **WATER WELL** – This offer is contingent upon the Purchaser obtaining a satisfactory water well. Well drilling shall be ordered at Purchaser's expense within five (5) days of the removal of paragraph/condition _____ on **N/A** this Addendum. Purchaser agrees to escrow with _____ in a non-interest bearing account, prior to drilling an amount equal to the highest estimate given by the well driller. If actual cost exceeds the escrowed amount, Purchaser agrees to bear any additional costs. If a satisfactory well is not obtained within 60 days of drilling, this offer may be declared null and void and the deposit returned. In any event if all conditions to this Addendum have not been met within 75 days of the acceptance of this offer, then this offer can be declared null and void by either party and the deposit returned. However, if water well drilling has begun but not finalized, Seller shall grant an extension of fifteen (15) days from completion of the well, if necessary. Purchaser shall have a period of four days from receipt of report to reject or waive the result of any such inspection in writing and deliver to Selling Broker. Any such written rejection shall terminate this agreement of sale and entitle Purchaser to the return of their earnest money deposit. If a written rejection is not received by the Broker with in such time period, the Purchaser will proceed to closing. These conditions will be followed based on the Well and Septic Addendum attached to this offer.

5. **PERK TEST** – This offer to purchase is contingent upon a Perk Test being conducted by the County Health Department within _____ days _____ after acceptance of this offer to purchase. Said inspection to be made at _____ **Purchasers expense** _____ **Sellers expense.**

The results of the Perk Test shall be to the Purchasers satisfaction with the proposed septic field otherwise Purchaser has the option to declare sale null and void, and their deposit to be returned forthwith. Any cost below this figure is being deemed acceptable. A copy of the Perk Test results is to be given to the Seller/Agent. (Refer to paragraph 38 [NOTIFICATION] in the Purchase Agreement)

6. **SOIL TESTING & ENVIRONMENTAL DISCLOSURE** – Seller states to the best of his/her knowledge that the property being sold does not sit over or next to a current or abandoned landfill, toxic waste site, nor have any underground storage tanks on the property. Concerned Purchaser should check with the local township, county or federal agencies for precise information regarding environmental conditions affecting this property. Purchaser is aware that he/she may have an environmental evaluation made at their expense within thirty (30) days of final acceptance of this Agreement of Sale. If Selling Broker does not receive written notification within thirty (30) days of dissatisfaction with regard to evaluation, this contingency will be considered satisfied and this Agreement of Sale binding without regard to said evaluation.

7. **UNDERGROUND STORAGE TANKS** - Seller states there is an underground/above-ground storage tank, and further agrees to have the ground surrounding the tank(s) evaluated for soil contamination within _____ days of final acceptance of Agreement. If it is determined that soil contaminated and cost for cleanup exceed \$ _____ Seller may declare this offer null and void and earnest money deposit returned to Purchaser.

8. [] Broker makes no warranties nor assumes any responsibility regarding environmental conditions affecting this property. Purchaser and Seller agree to hold Broker harmless from any problems that may arise at any future date and free of any claims, litigation costs or expenses.

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10. **PUBLIC UTILITY CONNECTIONS** – Purchaser shall have _____ days to confirm where the public utility **10** connections are available and satisfactory to the Purchaser.

Witness

Purchaser

Date

Purchaser

Witness **Natasha Hughes Smith**
Lathrup Village

Seller Mykale Garrett Mayor, City of

Date

Seller

DISCLAIMER: This form is provided as a service of the Greater Metropolitan Association of REALTORS® to it's members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each action of this form is appropriate for the transaction. The Greater Metropolitan Association of REALTORS® is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

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A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot**City Administrator**

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:**TO:** Mayor Garrett and City Council Members**FR:** Sheryl Mitchell Theriot, City Administrator**DA:****RE:** Intergovernmental Agreement for Lockup Services Between City of Berkley and City of Lathrup Village

The City of Lathrup Village contracts with the City of Berkley for Jail Services. The most recent contract began in 2018. The current contract is for 2021 to 2024.

Rates remain at \$100 per prisoner.

Suggested Motion:

Approve the Intergovernmental Agreement For Lockup Services Between City Of Berkley And City Of Lathrup Village and authorize the Mayor and/or City Administrator to sign the agreement and related documents on behalf of the City of Lathrup Village.

**INTERGOVERNMENTAL AGREEMENT FOR LOCKUP SERVICES
BETWEEN
CITY OF BERKLEY
AND
CITY OF LATHRUP VILLAGE**

This Agreement (“Agreement”) is entered into as of the date of the last signature below and is between the City of Berkley (“Berkley”), whose address is 3338 Coolidge Highway, Berkley, Michigan, 48072, and the City of Lathrup Village (“Lathrup Village”), whose address is 27400 Southfield Road, Lathrup Village, Michigan, 48076, for the purpose of having Berkley provide Lockup Services to Lathrup Village.

RECITALS:

- A. Berkley and Lathrup Village have each separately provided Lockup Services for the detainees of their respective police departments.
- B. Lathrup Village has concluded that it would be more cost effective to contract for Lockup Services with Berkley than to continue to separately provide Lockup Services for the detainees of its police departments.
- C. Berkley agrees to provide such Lockup Services under the terms and conditions of this Agreement.
- D. This Agreement is consistent with the charters of Berkley and Lathrup Village, and is authorized under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and MCL 124.531 *et seq.*

IT IS THEREFORE AGREED:

- 1. Definitions. For the purposes of this Agreement, the terms listed below shall be defined as follows:
 - a. “Berkley,” “Berkley City Council,” and “Berkley City Manager” shall mean the City of Berkley, its City Council, and its City Manager, respectively.
 - b. “Lockup Services” shall mean the detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours in accordance with MCL 791.262(1)(e) and such other services as described in subparagraph 3.a.
 - c. “Municipality” shall mean either the City of Berkley or the City of Lathrup Village, and when plural it shall mean both Berkley and Lathrup Village.
 - d. “Lathrup Village,” “Lathrup Village City Council,” and “Lathrup Village City Administrator” shall mean Lathrup Village, its Council, and its City Administrator, respectively.

2. Provision of Services. Berkley hereby agrees to provide the Lockup Services for Lathrup Village under the terms and conditions of this Agreement.
3. Level of Services. The Municipalities agree that the Lockup Services shall be provided to Lathrup Village as follows:
 - a. Lockup Services. Lockup Services shall include, but not be limited to:
 - i. Detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours;
 - ii. Providing meals to detainees in the lockup in accordance with Berkley Department of Public Safety Rules and Regulations;
 - iii. Providing conditions of detention in accordance with Berkley Department of Public Safety Rules and Regulations;
 - iv. Testifying in Court, at depositions, or any required administrative hearing;
 - v. Upon request, the provision of equipment and personnel necessary for video arraignment;
 - vi. Taking and processing bonds from detained persons; and
 - vii. Providing other Lockup Services as agreed to by the Municipalities.
 - b. Acceptance and Searches of Detainees. In order for a subject arrested by Lathrup Village to be admitted to Berkley lockup, he or she first must be accepted by Berkley. When Lathrup Village desires to have a subject detained at Berkley's lockup, Lathrup Village officer(s) shall turn over to Berkley officer-in-charge (or his/her designee) all booking intake forms and other information as requested by Berkley officer-in-charge (or his/her designee). Berkley officer-in-charge (or his/her designee) shall base his/her decision to accept or reject the subject on the same criteria as any other Berkley arrest and in accordance with Berkley Department of Public Safety Rules and Regulations. Lathrup Village police officer(s) transporting the subject shall conduct a thorough search of the subject in accordance with Berkley Department of Public Safety Rules and Regulations prior to turning the subject over to Berkley. Berkley may conduct its own search of the subject prior to accepting the subject for lockup. If not refused, the subject is accepted. No personal property of the subject, except clothing the subject is wearing and his/her prescription medication(s), if any, shall be left in the custody of Berkley for any reason.
 - c. Processing of Detainees. Lathrup Village officer(s) transporting a subject to Berkley for lockup shall process the subject consistent with Berkley Department of Public Safety Rules and Regulations. When available, Berkley personnel may provide assistance with prisoner processing.

- i. When a Lathrup Village prisoner is to be released (i.e. turned over to another agency, transported to county jail, or taken to another facility, etc.), a Lathrup Village officer shall respond and take responsibility for all prisoner property not transferred with the prisoner.
- ii. Berkley agrees that should an emergency arise in Lathrup Village during prisoner processing, Berkley will take reasonable steps to provide personnel to assist Lathrup Village officer(s) with the processing of its detainee(s) so that Lathrup Village officer(s) may respond to Lathrup Village emergency.
- d. Refusal of Subjects. Berkley reserves the right to refuse admittance to its lockup of any prisoner who is deemed unacceptable for housing in Berkley lockup for any reason in the opinion of Berkley officer-in-charge (or his/her designee), including but not limited to refusal of admittance to any subject suffering from mental illness or from a medical condition that threatens the security or the efficient operation of Berkley's lockup.
- e. Medical Services. Lathrup Village agrees to pay for all costs and fees associated with the provision of medical care, transportation and treatment by Berkley emergency services personnel, any ambulance service, or any medical personnel or entity, to any detainee accepted by Berkley for Lockup Services under this Agreement for the full duration of detention. If, after acceptance of a subject for lockup in Berkley, the detainee requires medical care and/or treatment, Lathrup Village shall provide officers to guard the prisoner during the course of the detainee's medical care. To the fullest extent permitted by law, and to the extent of the cost of medical care provided to a detainee, Lathrup Village hereby agrees to indemnify and hold harmless Berkley for any and all claims, demands, lawsuits, or causes of action brought by any person, corporation, or government unit against Berkley, its agents, elected or appointed officials, and employees arising from or in connection with the medical care and treatment of detainees housed in Berkley's lockup pursuant to this Agreement.
- f. Transportation. Lathrup Village shall be responsible for transporting its detainees from Berkley's lockup to court, county jail, or other agencies or facilities as required.
- g. Blood Draws for OWI Arrests. Lathrup Village prisoners arrested for OWI or similar charges, and requiring a blood draw, shall be subject to Berkley Department of Public Safety Rules and Regulations for this process. Lathrup Village agrees to pay for all services related to blood draws for detainees housed in Berkley lockup under this Agreement.
- h. Bond. Lathrup Village agrees to process bond for all Lathrup Village detainees housed in Berkley lockup under this Agreement. Persons wishing to post bond for Lathrup Village prisoners shall be directed to contact Lathrup Village and make arrangements for Lathrup Village officers to process the bond. Proof of bond shall be presented prior to the release of a Lathrup Village prisoner.

- i. Use of Technology. When practical, and so as not to interfere with the security or the efficient operation of Berkley's lockup, Lathrup Village shall be allowed to utilize available technology located at Berkley lockup for video arraignments or other court appearances of its detainees under this Agreement.
4. Administrative and Financial Responsibility. Berkley's provision of Lockup Services to Lathrup Village shall be administered by Berkley as follows:
 - a. Control of Lockup Services. The Lockup Services performed by Berkley shall be under the exclusive jurisdiction and control of Berkley's Director of Public Safety. All Lathrup Village personnel transporting subjects for lockup in Berkley shall adhere to Berkley's Department of Public Safety Rules and Regulations concerning lockup.
 - b. Lathrup Village Input. If Lathrup Village Police Chief objects to a Rule or Regulation utilized in the provision of Lockup Services to Berkley, the Lathrup Village Police Chief or his designee shall submit Lathrup Village's objection in writing to the Berkley Director of Public Safety. The Berkley Director of Public Safety or his designee shall respond to same in writing within 72 hours, providing such facts and opinions which support his determination of the issue. In the event that the matter is not resolved to Lathrup Village's satisfaction, the Berkley City Manager and the Lathrup Village City Administrator shall meet to review the matter.

Lathrup Village is not responsible for the customs, policies, or practices of Berkley as related to the operation of the jail facility or the provision of Lockup Services. Lathrup Village is not responsible for the hiring, supervision, or training of jail personnel. Lathrup Village is not responsible for the jail building, its operation, or its design.
 - c. Fee for Services. In consideration for Berkley's provision of Lockup Services as described herein, Lathrup Village shall pay Berkley in accordance with the following:
 - i. Operations. In consideration of the Lockup Services provided by Berkley, Lathrup Village agrees to pay to Berkley a fee of One Hundred Dollars (\$100) for each occasion a prisoner is processed and lodged, or lodged for appearance in court. A fee will not be charged for Lathrup Village prisoners who are processed in the Berkley lockup without being lodged.
 - ii. Improvements to Lathrup Village Equipment. Lathrup Village shall be responsible for additional equipment needed for its officers, vehicles, and police station for the efficient provision of the Lockup Services pursuant to this Agreement.
 - iii. Payment Terms. The fees owed under this Agreement shall be payable in quarterly installments, made on or before the first day of the quarter.

Interest at the rate of 1% per month shall be paid by Lathrup Village to Berkley for any amounts not received by Berkley by the payment due date. Berkley shall submit quarterly invoices to Lathrup Village in accordance with Berkley policy.

- d. Personnel. The Municipalities agree that no personnel are required to be transferred from Lathrup Village to Berkley to provide the Lockup Services called for in this Agreement.
 - e. Lockup Documents. The Municipalities shall exchange copies of all reports, correspondences, and other documents which each community produces regarding the lockup facility as requested. The recipient of these documents shall treat them in the same manner the provider treats them. Documents which are confidential shall be marked as such and shall be treated in accordance with the provider's instructions.
5. Equity and Assets. All equity in assets and equipment of Berkley's lockup facility shall remain the property of Berkley. Payment for services provided pursuant to this Agreement shall not entitle Lathrup Village to any interest of any kind in such assets or equipment; provided, however, that any assets or equipment purchased by Lathrup Village shall be returned to Lathrup Village in the event of termination of this Agreement.
 6. Term of Agreement. This Agreement shall be for a term of three (3) years, beginning on the 1st day of May, 2021 and ending on the 30th day of April, 2024.
 7. Insurance Coverage. Lathrup Village shall obtain and maintain in force during the term of this Agreement insurance coverage for general liability, motor vehicle liability, and worker's compensation in amounts it determines to be appropriate, with Berkley being named as an additional insured on all liability policies and entitled to copies of Certificates of Insurance confirming the required insurance during the entire term of this Agreement. Lathrup Village shall add Berkley as an additional insured for these liabilities. Berkley shall add Lathrup Village as an additional insured under its policy for the services provided under this Agreement.
 8. Liability and Indemnification. To the fullest extent permitted by law, Lathrup Village agrees to hold Berkley harmless from any and all claims, suits, demands, judgments, or causes of action made against Berkley, its elected or appointed officials, employees, agents, or volunteers for the actions of Lathrup Village's elected or appointed officials, employees, agents, or volunteers arising from or in connection with the performance of this Agreement. To the fullest extent permitted by law, Berkley agrees to hold Lathrup Village harmless from any and all claims, suits, demands, judgments, or causes of action made against Berkley, its elected or appointed officials, employees, agents, or volunteers, for the actions of Berkley's elected or appointed officials, employees, agents, or volunteers arising from or in connection with performance of this Agreement. Except as provided herein, neither Municipality shall have any right under any legal principle to be indemnified by the other Municipality or any of its employees or agents in connection with any claim.

9. Governmental Immunity and Authority Unaffected. Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of either Municipality or any of its agents.
10. Termination.
 - a. This Agreement may be terminated at any time for any reason, and with or without cause, by the written agreement of Berkley and Lathrup Village, approved by the concurrent resolutions of Berkley City Council and Lathrup Village City Council. Said agreement shall provide a period of at least 90 days before the termination becomes effective and Lockup Services are discontinued.
 - b. This Agreement may be terminated by Berkley if Lathrup Village fails to pay an amount owing under this Agreement, including applicable late charges and interest, within 60 days of when the payment was due. Such termination by Berkley shall be by written notice to Lathrup Village that contains a clearly stated effective date of the termination that is at least 30 days after the date of the notice. If all amounts owing, including past due installments, late charges, interest, and any new installments coming due during that time are not paid, the termination shall be effective, relieving Berkley from any obligation to provide any further Lockup Services. Before Berkley gives notice of termination under this provision, it shall first notify Lathrup Village of its failure to timely pay the amount owed and allow a reasonable opportunity for Lathrup Village to pay such amount.
 - c. In addition to a termination under subsections (a) and (b), either Municipality may terminate this Agreement for any reason, and with or without cause, by written notice to the other Municipality. During the Initial Term, one (1) year written notice shall be required before termination. During any Renewal Term, six (6) months' written notice shall be required before termination.
11. No Third Party Beneficiaries. The sole and exclusive purpose of this Agreement is to provide Lockup Services for Lathrup Village. This Agreement is not intended to, and does not, create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a party to this Agreement.
12. Independent Contractor. Berkley shall provide the Lockup Services to Lathrup Village as an independent contractor, with Berkley being responsible for all workers' compensation and other insurance, income tax, social security, and other withholding, and all other compensation or benefits for Berkley employees involved in providing the Lockup Services. At no time shall any Berkley employee involved in providing services be considered or claimed be to an employee or agent of Lathrup Village, and Lathrup Village

shall not be deemed or allowed to control, supervise, or direct Berkley employees involved in providing Lockup Services.

13. Assignments. Berkley's obligations under this Agreement may not be assigned except with the approval of Lathrup Village.
14. Notices. Notices shall be to Berkley City Manager and Lathrup Village City Administrator of the respective Municipalities at the addresses on Page 1.
15. Amendments. Amendments of this Agreement shall be in writing, approved by concurrent resolutions of Berkley City Council and Lathrup Village City Council, and be signed by authorized representatives of the Municipalities.
16. Severability. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.
17. Applicable Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Municipality. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
18. No Waiver. Absent an express written waiver, the failure of a Municipality to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
19. Compliance with Laws. Each Municipality shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
20. Entire Agreement. This Agreement contains the entire Agreement of the Municipalities with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
21. Filing. As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Berkley City Council and City of Lathrup Village City Council, approving and authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

CITY OF BERKLEY

By: _____
 Name: Daniel Terbrack
 Title: Mayor
 Date: _____

By: _____
 Name: Matthew Baumgarten
 Title: City Manager
 Date: _____

CITY OF LATHRUP VILLAGE

By: _____
 Name: Kelly Garrett
 Title: Mayor
 Date: _____

By: _____
 Name: Dr. Sheryl L. Mitchell
 Title: City Administrator
 Date: _____



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA:

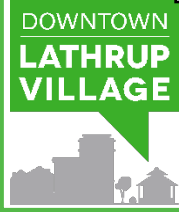
RE: Fiscal Year 2021/22 Budget Amendment for the Downtown Development Authority (DDA)

The DDA Board voted on the mid-year budget amendments at the January 15, 2021 meeting.

Changes reflect the reorganization of staff, trainings, maintenance, and the cost-share agreement with the City.

Suggested Motion:

MOTION To: Approve the Fiscal Year 2021/22 Budget Amendment for the DDA as presented.



DDA Memorandum

To: DDA Board of Directors
 From: Susie Stec, DDA Director
 Date: January 15, 2020
 RE: FY 20/21 Proposed Budget Amendments

The DDA staff and Board of Directors make an earnest effort each year to make realistic revenue projections and budget accordingly. As a standard practice the DDA tries to limit budget amendments to once per fiscal year. There are no proposed amendments to the Projected 20/21 Revenues.

The budget amendments presented and described below are primarily to align the DDA FY 20/21 Budget with the items outlined in the DDA – City Cost Share Agreement. The line items highlighted in yellow are where adjustments are proposed with detailed explanations below. At first glance it may seem as if the DDA is extremely over-budget; however, the majority of those expenses (\$34,000) are costs that were incurred and budgeted for in the previous fiscal year.

Office Supplies

In an effort to streamline staff time and enhance accessibility of the agenda packet, a contract has been entered into with Municode to provide these services. This is an expense outlined in the Cost-Share Agreement.

Salaries

The DDA currently pays the entirety of the DDA Director and DDA/Parks & Recreation Specialist positions 10% of the salaries of the City Administer and Treasurer, and 25% of the salary for the Parks & Recreation Coordinator. The Cost-Share Agreement envisions sharing the salary to hire a full-time Code Enforcement Officer and having the city take on a small percentage of salaries for the DDA Director and DDA/Parks & Recreation Specialist. In addition, a restructuring of responsibilities necessitates an increase the salaries for the DDA Director and Specialist positions.

Type of Expense	Percentage Split DDA/City	Amount Split FY 20/21
DDA/CED Director Salary	(90 /10)	\$58,500/\$6,500
DDA & Special Projects Manager	(90/10)	\$27,000/\$3,000
Code Enforcement Officer	(45/55)	\$23,000/\$27,000

Training/Membership

The DDA Director attends the National Main Street Conference which is typically held out-of-state, as well as the Annual Michigan Planning Conference which changes location. Both of these conferences will be held virtually in 2021, allowing for a reduction in budgeted expenses.

Main Street Program

The increase in this item is directly tied to the Lovin' Lathrup Village Business Relief Mini-Grant Program which was implemented over Summer 2020. The fundraising was done in FY 19/20 via Patronicity and a budget amendment totaling \$23,000; however, the funds were not expended until FY 20/21. This adjustment reflects that.

Streetscaping

The FY 19/20 called for the purchase and installation of hanging baskets & planters at City Hall. While the purchase was made in that fiscal year, the invoice was not processed until after the current fiscal year began. This amounted to approximately \$12,000. In addition, the Cost-Share Agreement envisions the DDA taking on the landscaping and maintenance at City Hall, each Gateway Sign (2), Municipal Park Gazebo in an amount not to exceed \$10,000. The adjustment reflects that.

Repairs & Maintenance

The Cost-Share Agreement has the DDA taking on the I-696 Service Drive mowing contract and alley maintenance.

Miscellaneous Expenses

The City maintains liability insurance through the Michigan Municipal League established pool. The DDA staff and Board of Directors are covered as part of this insurance. This expense is outlined in the Cost-Share Agreement.

REVENUES	BUDGETED 19/20	ACTUAL 6/30/20	BUDGETED 20/21	ACTUAL 12/31/20	AMENDED 20/21	INCREASE (DECREASE)
TIFA-CAPTURE TAXES	92,837	308,173	255,000	17,987	-	-
TAX COLLECTED OTHER	45,000	36,147	24,643	38,313	-	-
SPEC ASSESSMENT - REVENUE	1,800	-	1,800	-	-	-
INVESTMENT INTEREST	10,000	13,097	10,000	1,259	-	-
FEDERAL/STATE GRANTS	-	5,866	-	-	-	-
MISC. REVENUES	6,000	11,445	6,000	-	-	-
Total Revenues	155,637	374,728	297,443	57,558	-	-

EXPENDITURES	AMENDED 19/20	ACTUAL 6/30/20	BUDGETED 20/21	ACTUAL 12/31/20	AMENDED 20/21	INCREASE (DECREASE)
SALARIES & WAGES	56,136	56,434	71,820	32,467	112,790	40,970
PART TIME SEASONAL CREW	5,840	2,294	5,500	-	-	(5,500)
EMPLOYEE TAXES & BENEFITS	23,618	28,176	22,000	16,551	34,000	12,000
LEGAL SERVICES	900	-	900	-	900	-
OFFICE SUPPLIES	72	72	200	48	2,900	2,700
TAX TRIBUNAL RETURNS	874	-	2,000	-	2,000	-
AUDITING & ACCOUNTING	800	800	800	800	800	-
TRAINING/MEMBERSHIP	2,000	1,969	4,500	75	2,000	(2,500)
MAIN STREET PROGRAM	15,814	4,991	20,000	35,801	43,000	23,000
STREETSCAPING	22,910	5,535	10,000	15,386	32,000	22,000
FARMERS MARKET	18,506	20,507	-	-	-	-
PLANNING/CONSULTING FEES	38,186	28,621	46,250	11,974	46,250	-
PRINTING/PUBLICATION COSTS	884	884	2,000	945	2,000	-
POSTAGE FEES	-	-	200	-	200	-
REPAIRS & MAINTENANCE	10,630	10,630	9,500	9,706	19,500	10,000
MISCELLANEOUS EXPENDITURES	1,516	2,118	1,300	1,239	6,100	4,800
DEPRECIATION INFRASTRUCTURE	-	31,335	-	-	-	-
CAPITAL EXPENDITURE	-	-	-	-	-	-
SIGN GRANT PROGRAM	2,000	2,000	10,000	-	10,000	-
FAÇADE GRANT PROGRAM	-	-	20,000	-	20,000	-
TOTAL EXPENDITURES	200,686	196,365	226,970	124,991	334,440	107,470



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Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: February 22, 2021

RE: Restaurant Relief Interlocal Agreement with Oakland County

On December 7, 2020, in Resolution MR # 20664 the Oakland County Board of Commissioners created the Oakland Together Restaurant Relief Program and allocated \$2 million dollars for weatherization of eligible restaurants to adapt their operations for outdoor dining services and \$1 million dollars for supporting the safe reopening of eligible restaurants and bars. This Agreement is funded through that Program.

Oakland County and the City of Lathrup Village enter into the attached Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL124.501 et seq., for the purpose of improving economic development opportunities for restaurants and bars within Oakland County that have been negatively impacted by the pandemic. Assistance to these food establishments shall provide economic benefits to the Public Body and County.

The total grant award is for \$34,295.

Suggested Motion:

MOTION TO: Approve the Restaurant Relief Interlocal Agreement with Oakland County; authorizing the Mayor and/or Susie Stec, Director of Community & Economic Development, to sign the agreement and related documents on behalf of the City of Lathrup Village.



RESTAURANT RELIEF PROGRAM INTERLOCAL AGREEMENT

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the Public Body indicated below ("Public Body") County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of improving economic development opportunities for restaurants and bars within Oakland County that have been negatively impacted by the pandemic. Assistance to these food establishments shall provide economic benefits to the Public Body and County. On December 7, 2020, in Resolution MR # 20664 the Oakland County Board of Commissioners created the Oakland Together Restaurant Relief Program and allocated \$2 million dollars for weatherization of eligible restaurants to adapt their operations for outdoor dining services and \$1 million dollars for supporting the safe reopening of eligible restaurants and bars. This Agreement is funded through that Program.]

Application Number:

10023RR

Public Body Name:

City of Lathrup Village

Public Body Address:

27400 Southfield Rd, Lathrup Village, MI 48076

Public Body Point of Contact:

Susie Stec

The undersigned agree to the Agreement terms specified in Sections 1 through 14 herein, including the incorporated attachment, and affirm that they have the authority to sign on behalf of their respective Parties.

Grant Award:

Dollar Value of Products Awarded in Phase One:

\$ 1,010.00

Dollar Value of Products Awarded in Phase Two:

\$ 3,662.00

Acquisition and Reimbursement Funds Awarded in Phase Two:

\$ 29,623.00

Phase Two First Payment:

\$ 20,736.10

Phase Two Second Payment (Per Section 3):

\$ 8,886.90

Total Award:

\$ 34,295.00

The undersigned agree to the Agreement terms specified in Sections 1 through 25 herein, including the incorporated Exhibit(s), and affirm that they have the authority to sign on behalf of their respective Parties. Public Body shall provide County with a copy of its Resolution or Minutes approving this Agreement.

Public Body: *

Sign

By: *

Enter your full name

Oakland County Internal Processing Information:**Weatherization**

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003320

Activity ID: EXP

Restaurant Safe Reopening

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003321

Activity ID: EXP

(A fully executed PDF copy of the grant agreement will be emailed to you for your records.)

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:

1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.

1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.

1.4. **County** means Oakland County, Michigan a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.6. **Exhibits** mean the following exhibits, which are applicable to this Agreement only if they are attached to this Agreement and selected (checked) below or added later by a formal amendment to this Agreement:

- ☒ Exhibit I: Requirements for Products, Acquisition and Reimbursement Provided by County
- ☒ Exhibit II: Performance and Expenditure Report Form

☒ Exhibit III: Phase I and Phase II Product Awards

1.7. **Grant Award** means (i) the products provided by County or (ii) funding for products acquired by Public Body and/or (iii) expenditures approved by County to Public Body. The total amount of the Grant Award is listed on the first page of the Agreement and is further explained in the Exhibits.

1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as contacts for communication and other purposes as described herein.

1.9. **Public Body** means the Public Body indicated on the first page of this Agreement. which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit.

2. COUNTY RESPONSIBILITIES.

2.1. County has reviewed Public Body's Application and determined that Public Body is eligible to receive a Grant Award. County is not obligated or required to provide any additional services that are not specified in this Agreement.

2.2. County may access, use, and disclose information concerning this Agreement and the Grant Award and/or products described herein to comply with the law, such as a subpoena, court order, or Freedom of information Act request. County may refer all such requests for information to Public Body's Points of Contact for their response within the required time frame if the information requested relates to records held by Public Body. County will provide commercially reasonable assistance for the response if requested by Public Body's Points of Contact, and if reasonably able to access the requested information.

3. PUBLIC BODY RESPONSIBILITIES.

3.1. Public Body shall comply with all terms and conditions in this Agreement, including each selected Exhibit. Public Body certifies that all its representations in its request for products, acquisition and reimbursement submitted to County ("Application") were accurate, truthful and complete and that those statements remain true as of the effective date of this Agreement. Public Body will only provide a Grant Award as Public Body requested in its Application and as were approved by County.

3.2. Public Body shall designate a representative(s) to act as a Point of Contact with County. The Point of Contact's responsibilities shall include:

3.2.1. Direct coordination and interaction with County staff.

3.2.2. Communication with the general public when appropriate.

3.3. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.

3.4. Public Body shall timely provide to County a Performance and Expenditure Report Form (Exhibit II) no later than forty-five (45) days after the Effective Date of the Agreement. If County approves the first Performance and Expenditure Report Form and issues a second payment to Public Body, the second Performance and Expenditure Report Form shall be provided by Public Body to County no later than July 12, 2021. Public Body shall provide receipts and other pertinent evidence to County as requested to demonstrate that the Grant Award was applied consistent with the requirements of this Agreement. If requested by County, Public Body shall provide information concerning the Grant Award to Grantor in a web-based report format.

4. **DURATION OF INTERLOCAL AGREEMENT.** This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

4.1. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.

4.2. Unless extended by an Amendment, this Agreement shall remain in effect until June 30, 2021 or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. PAYMENTS

5.1. If County approves providing money to Public Body as part or all of a Grant Award, County shall provide seventy (70) percent of the funds within fourteen (14) days of execution of the Agreement. County will provide thirty (30) percent of the funds within fourteen (14) days of its approval of a completed Performance and Expenditure Report Form. If Public Body fails to provide the necessary information in the Performance and Expenditure Form, County is not obligated to provide the additional thirty (30) percent of funds.

6. REPAYMENTS.

6.1. Public Body shall repay County any unspent monies from the Grant Award by June 30, 2021. The payment of the unspent Grant Award shall be due to County by July 12, 2021.

6.2. Public Body is subject to repayment to County of an amount equal to the Grant Award funds received by Public Body in the event Public Body fails to comply with the requirements of this Agreement or the Grant Award funds were used in a manner inconsistent with federal or state law.

6.3. If Public Body, for any reason, fails to pay County any monies not properly spent under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or

retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was due and owing under this Agreement.

6.4. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. 6.5. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6.6. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Exhibits identified in this Agreement, shall not relieve Public Body of any payment obligation prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

7. ASSURANCES.

7.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

7.2. **Responsibility for Attorney Fees and Costs.** Except as provided in this Agreement, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

7.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

7.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines, penalties, and fees associated with its acts or omissions related to this Agreement and /or for noncompliance with this Agreement.

7.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

7.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

8. USE OF CONFIDENTIAL INFORMATION.

8.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or Public Body employees, agents, or contractors not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.

8.2. Subject to any record retention laws or legal requirements, within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all the disclosing Party's Confidential Information.

9. DISCLAIMER OF WARRANTIES.

9.1. County services, including any goods, services, parts, supplies, equipment, or other items that are provided to Public Body under this Agreement, are provided on an "as is" and "as available" basis, "with all faults."

9.2. County expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9.3. County makes no warranty that: (i) the goods or services will meet Public Body's requirements; or (ii) the services will be uninterrupted, timely, secure, accurate, or error-free.

10. LIMITATION OF LIABILITY.

10.1. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, indirect, special, and/or punitive damages arising out of this Agreement, regardless of whether the other Party has been informed of the possibility of such damages.

10.2. Notwithstanding anything to the contrary contained herein and to the extent permitted by law, the total liability of County under this Agreement (whether by reason of breach of contract, tort, equity, or otherwise) shall not exceed the amount of the goods or funding provided by County under this Agreement.

11. DISPUTE RESOLUTION.

All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Deputy responsible for the Department of Economic Development and Public Body's Agreement Administrator/Point of Contact for possible resolution. County's Deputy and Public Body's Agreement Administrator/Point of Contact may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees may meet promptly and confer in an effort to resolve such dispute.

12. TERMINATION OR CANCELLATION OF AGREEMENT.

12.1. Either Party may terminate or cancel this entire Agreement or any one of the Services described in the attached Exhibits, upon fifteen (15) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

12.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

12.3. The effective date of termination and /or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Economic Development.

13. SUSPENSION OF SERVICES.

County, through its Director of Economic Development, may immediately suspend Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Services are suspended under this Section.

14. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

15. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, contractors, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.

16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.

20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

21. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

22. **NOTICES.** Except as otherwise provided in the Exhibits, notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

22.1. If Notice is sent to County, it shall be addressed and sent to 1) County's Director of Economic Development, 2100 Pontiac Lake Road, Waterford, Michigan 48328, and 2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

22.2. If Notice is sent to Public Body, it shall be addressed to the Point of Contact and Address of the Public Body indicated on the first page of the Agreement.

22.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

23. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

24. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 7); Use of Confidential Information (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 11); No Employee-Employer Relationship (Section 15); No Third-Party Beneficiaries (Section 16); No Implied Waiver (Section 17); Severability (Section 18); Precedence of Documents (Section 19); Force Majeure (Section 21); Governing Law/Consent to Jurisdiction and Venue (Section 23); Survival of Terms (Section 24); Entire Agreement (Section 25).

25. ENTIRE AGREEMENT.

25.1. This Agreement represents the entire agreement and understanding between the Parties regarding the Services described in the attached Exhibits. Regarding those Services, this Agreement supersedes all other oral or written agreements between the Parties.

25.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Submit



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: February 22, 2012

RE: Your Town Publication – Ad Policy and Rates

The Your Town publication is generally published 4 towns a year and is delivered to each 2,300 households and businesses in Lathrup Village. In addition, electronic copies are available on the City's website and social media pages.

In an effort to cover some of the costs associated with preparing, printing and mailing the publication, it has been suggested to make available a limited offering of ad space. The City of Lathrup Village may limit the number of ads in any publication.

The attached document contains the suggested rates. These are in line with similar community publications.

All ads are subject to the approval of the City of Lathrup Village editorial staff, which maintains the right to determine if ad content is appropriate for the publication.

Ads that are NOT permitted:

- Political Campaigns or Candidates
- Content featuring sale, use or distribution of alcohol or cannabis products

Suggested Motion:

MOTION TO approve the Your Town Publication Ad Policy and Rates as attached.

YOUR TOWN – ADVERTISING POLICY**DRAFT 2-9-2021**

The Lathrup Village Your Town Magazine, typically ranges between 12 and 20 pages, 8.5 x 11 inch, full-color, is published quarterly and produced by the City of Lathrup Village.

It has a print run of 2,500 copies and will be distributed by:

- Mail to all 2,300 households and businesses located in Lathrup Village
- Digitally with a live link to our website.
- Digital link on the City of Lathrup Village eNewsletter and FaceBook page.
- Paper copies available in City Hall and at the Southfield Public Library.

To reserve space in the next or subsequent issues, please complete the **attached form** and prepare your ad for publication using the specifications indicated on the form.

EDITION	MAIL OUT DATE	RESERVATION, ART and PAYMENT DEADLINE
Spring 2021	First week of April	Last week of February
Summer 2021	First week of June	Last week of April
Fall 2021	First week of September	Last week of July
Winter 2021	First week of December	Last week of October

ADVERTISING RATES				
Inside Cover	Full Page	Half Page	Quarter Page	Business Card
\$500.00	\$200.00	\$125.00	\$75.00	\$40.00
<i>*10% rate discount is available to 501(C) 3 organizations</i>				

GENERAL AD POLICIES:

All ads are subject to the approval of the City of Lathrup Village editorial staff, which maintains the right to determine if ad content is appropriate for the publication.

Ads that are NOT permitted:

- Political Campaigns or Candidates
- Content featuring sale, use or distribution of alcohol or cannabis products

The City of Lathrup Village may limit the number of ads in any publication.

Reservations, print-ready art, and payment are due by the Reservation deadline.

The ad must be proofread prior to submission.

The City of Lathrup Village is not responsible for errors in ad copy.

The City of Lathrup Village maintains the right to change or cancel a publication date.



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: February 22, 2021

RE: Fiscal Year 2021/22 Budget Calendar and Goal Setting Session

The draft of the Fiscal Year 2021/22 Budget Calendar was presented at the February 1st Study Session for Council input.

The Calendar aligns with the referral from the DDA for their budget and the Capital Improvement Plan from the Planning Commission.

The Public Hearing for the Budget will be scheduled for the Council Meeting on May 17, 2021.

The proposed Goal Setting Session is March 15th. Another option is to hold it on a Saturday.

Suggested Motion:

MOTION TO approved the Fiscal Year 2021/22 Budget Calendar as presented and schedule the Council's Goal Setting Session for March 15, 2021 at _____ pm

CITY OF LATHRUP VILLAGE

PROPOSED BUDGET CALENDAR FOR FISCAL YEAR 2021/22

DATES	ACTION
January 25, 2021	COUNCIL MEETING Approval of 1st FY 2020/21 Budget Amendment
January 2021	Treasurer begins work on Long Term Financial Plan
February 1, 2021	COUNCIL STUDY SESSION Present Budget Calendar to Council and Schedule Goal Setting Meeting
February 22, 2021	COUNCIL MEETING Council Approval of Budget Calendar
March 1, 2021	SPECIAL MEETING (in place of Study Session) Adoption of Bond Resolutions
March 8-12, 2021	Treasurer and City Administrator – Pre-submittal meetings with Departments; identify departmental goals and performance measures
March 15, 2021	STUDY SESSION (Council Goal Setting Session?)
March 15, 2021	COUNCIL MEETING
March 15-19, 2021	Department Directors prepare departmental budget requests and reports of measurable goals and objectives for FY 2021
March 16, 2021	PLANNING COMMISSION – Approve Recommended 2021-2026 Capital Improvement Plan to City Council
March 22-26, 2021	Treasurer and City Administrator review budget requests with Directors
March 29-Apr 2, 2021	Treasurer and City Administrator prepare preliminary budget documents
April 5, 2021	BUDGET STUDY SESSION
April 16, 2021	DDA – Approved Recommended FY 2021/22 Budget to City Council
April 19, 2021	COUNCIL MEETING - Set FY 2021/22 Budget Hearing Date - Set Public Hearing for 2021-2026 Capital Improvement Plan
May 3, 2021	SPECIAL MEETING & BUDGET STUDY SESSION - Review 2021-2026 Capital Improvement Plan - City Administrator Evaluation & Compensation
May 17, 2021	BUDGET STUDY SESSION - FY 2021/22 DDA Budget - FY 2021/22 Budget
May 17, 2021	COUNCIL MEETING - Budget Hearing & CIP Public Hearing - Approve 2021-2026 Capital Improvement Plan - Adoption of FY 2021/22 Budget (incl. DDA) - Adoption of FY 2020/21 Budget Amendments (or schedule a special meeting the week of May 24, 2021)
July 1, 2021	FY 2021/22 Budget Year begins

CITY OF LATHRUP VILLAGE

PLANNING COMMISSION

At 7:03 p.m. the Regular meeting was called to order by Chair Piotrowski on Tuesday, January 19, 2021 remotely via Zoom.

Commissioners Present:

- Mark Piotrowski, Chair
- Jason Hammond, Vice Chair
- Bruce Kantor, City Council Liaison
- Anna Thompson, Secretary
- Wilbert Fobbs, III, Resident
- Charito Hulleza, Resident
- Les Stansbery, Resident

This meeting is being held remotely. All Commissioners who were present announced they are in Lathrup Village, Michigan, Oakland County with the exception of Anna Thompson who is located in Ann Arbor, Michigan, Washtenaw County.

Staff Present: Dr. Sheryl Mitchell, City Administrator, Susie Stec, Community and Economic Development Manager, Yvette Talley, City Clerk

Also Present: Scott Baker, City Attorney, Jill Bahm of Giffels Webster

All present joined in the Pledge of Allegiance.

PC-01-21 **APPROVAL OF AGENDA**

Motion by Commissioner Hammond, seconded by Commissioner Kantor to approve the Agenda.

Yes: Fobbs, Hammond, Hulleza, Kantor, Piotrowski, Stansbery, Thompson

No: None

Motion carried.

PC-02-21 **MINUTES OF REGULAR MEETING ON DECEMBER 15, 2020**

Motion by Commissioner Kantor, seconded by Commissioner Hammond to approve the minutes of the Regular Meeting of December 15, 2020 with corrections.

Yes: Fobbs, Hammond, Hulleza, Kantor, Piotrowski, Stansbery, Thompson

No: None

Motion carried.

PC-03-21 **PUBLIC COMMENT**

None

PC-04-21 Election of Officers (Chairperson)

Motion by Commissioner Hammond, seconded by Commissioner Kantor to nominate Mark Piotrowski as Chairperson for 2021.

Yes: Fobbs, Hammond, Hulleza, Kantor, Piotrowski, Stansbery, Thompson

No: None

Motion carried.

PC-05-21 Election of Officers (Vice Chairperson)

Motion by Commissioner Hulleza, seconded by Commissioner Kantor to nominate Jason Hammond as Vice-Chairperson for 2021.

Yes: Fobbs, Hammond, Hulleza, Kantor, Piotrowski, Stansbery, Thompson

No: None

Motion carried.

PC-06-21 Election of Officers (Secretary)

Motion by Commissioner Kantor, seconded by Commissioner Hammond to nominate Anna Thompson as Secretary for 2021.

Yes: Fobbs, Hammond, Hulleza, Kantor, Piotrowski, Stansbery, Thompson

No: None

Motion carried.

PC -07-21 NEW BUSINESS

a. 2020 Planning Commission Annual Report

Susie Stec gave an overview and answered specific questions. Discussed highlights: Due to COVID-19 there was one meeting held in January 2020 and the remaining meetings held via Zoom. There were 5 site plans nearly completed façade renovations at Lathrup plaza, 3 properties owned by JMC, Southfield Life Center. Zoning Amendments R1- Parking district which has been forwarded to City Council for approval, Comprehensive Plan has almost been completed and the discussion regarding cannabis is ongoing. Working with Michigan Economic Development Corporation (MEDC) to ensure that the city retains its Redevelopment Ready certification and working with Main Street Oakland County on redevelopment strategies and organizational support.

Motion by Commissioner Hammond, seconded by Commissioner Kantor to approve the 2020 Planning Commission Annual report.

Yes: Fobbs, Hammond, Hulleza, Kantor, Piotrowski, Stansbery, Thompson

No: None

Motion carried.

PC -08-21 NEW BUSINESS

b. Comprehensive Plan: Access Management Plan Discussion

Jill Bahm gave an overview and answered specific questions. Discussed – Southfield business interest in using part of the alley for access purposes. Discussed the philosophy of maintaining the alleyways versus other opportunities to facilitate redevelopment to be used for parking. Discussed – neighborhood studies, alley repair-access the conditions of the alley to see what the cost would be to maintain them and the use as an access to businesses.

c. Zoning Amendments – Primary Caregiver Facilities Discussion

Jill Bahm gave an overview and answered specific questions. Cannabis - Currently the Ordinance is silent on licensed caregiver facilities but does permit them as home occupations.

Scott Baker gave an overview and answered specific questions on caregiver facilities. It does not apply directly to recreational or medical facilities that predominately is what people think of when referring to cannabis businesses. If an Ordinance is approved, primary caregivers would not be allowed to locate their business in the middle of a residential subdivision. There was discussion relevant to: language, odor to not be detectable outside the established caregiver facility, allowing ozone generators so long as inaudible from the outside the caregiver facility, adding language about not creating a nuisance, which will address the concerns of humidity, mildew and mold growth. Also include the reference to LARA's Administrative Rules. Dr. Sheryl Mitchell Theriot asked– Is it possible for a vehicle become locked storage facility – for example a parking space become a facility occupied by a vehicle be used as a storage facility? City Attorney Baker said there is a minimum square footage requirement in the ordinance which would eliminate this from developing into a problem.

Question was asked- does the ordinance specify the zoning classification caregivers are allowed to operate in commercial mixed-use, the map shows outside of the buffer. Scott Baker stated Article 3 - Section 3.16B xi- is the office district.

Comments from Terrence T. – stated shouldn't the caregiver ordinance get folded in the over-all cannabis ordinance? Scott Baker states, No this will be addressed by the will of the City Council separately.

d. Set Public Hearing date – Zoning Amendments – Primary Caregiver Facility

Motion by Commissioner Hammond, seconded by Commissioner Kantor to direct the Clerk to publish the notice of public hearing for February 8, 2021 draft language will be provided to the Clerk.

Yes: Fobbs, Hammond, Hulleza, Kantor, Piotrowski, Stansbery, Thompson

No: None

Motion carried.

Commissioner Fobbs stated there are residents who have questions about marijuana Ordinance. Suggestions: Look at City's YouTube channel which has a lot of information and view the Lathrup Village Marijuana sub-committee sessions with positives/negative views. Attorney Baker said this ballot issue have been around for 12 years. In order to address Cannabis facilities, it's best to get out ahead of

them and create ordinances that the City will end up with the type of businesses that we want in the community.

e. Cannabis discussion – feedback on draft language

Scott Baker reminded the Commissioners to send feedback about the draft language.

PC-09-21 OLD BUSINESS and TABLED ITEMS

None

PC-10-21 OTHER MATTERS FOR DISCUSSION

None

PC-11-21 GENERAL COMMUNICATION & CORRESPONDENCE

a. Legal Update

Scott Baker stated JMC Properties, LLC - all 3 entities have filed lawsuits against the City.

b. Planning Update

Jill Bahm - Planning and Zoning Essentials Training with Michigan Association of Planning will be first week in March. Will send information on how to sign up.

c. Staff Update

Susie Stec said Lathrup Village Shopping Plaza is close to being completed. BP gas station is going forward. Perspective developer for Annie Lathrup School will present their proposal at Study Session January 25th – 6:00 p.m. DDA starting Fireside Fridays in February will start and meet for lunch at the fireplace behind city hall.

Commissioner Kantor – Infrastructure update – moving forward on the design phase of roads. January 4, Special Council meeting Council approved notice of intent \$5.3 million bond for water meters, water mains, water service line material identification, sanitary sewer, fire hydrants, gate valve replacements. Town Hall meeting January 20th at 7:30 p.m. virtual meeting.

PC-12-20 ADJOURNMENT

Motion by Commissioner Hammond, seconded by Commissioner Hulleza to adjourn this meeting.

Motion carried.

The meeting adjourned at 8:49 p.m.

Submitted by Yvette Talley

Recording Secretary



Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

QUARTERLY REPORT January 2021

BOARD OF TRUSTEES	
Representative	Municipality
D. Schueller	City of Berkley
C. Wilson	Village of Beverly Hills
T. Markus	City of Birmingham
M. Hodges	City of Clawson
C. Kennedy	City of Ferndale
A. LeCureaux	City of Hazel Park
R. Fortura	City of Huntington Woods
S. Mitchell	City of Lathrup Village
K. Yee	City of Oak Park
J. Breuckman	City of Pleasant Ridge
A. Filipski	City of Royal Oak
K. Bovensiep	City of Troy

OFFICERS	
Chairman:	C. Wilson
Vice Chair:	D. Schueller
Secretary:	K. Bovensiep
Advisory Committee:	K. Bovensiep R. Fortura D. Schueller C. Wilson

J. A. McKeen	General Manager
R. Jackovich	Operations Manager

January 2021

Board of Trustees
SOCRRA

Subject: Quarterly Report - January 2021

Board Members:

Attached is a copy of SOCRRA's Quarterly Report covering the first six months operation of the 2020/21 fiscal year. The report contains a financial statement of SOCRRA's operation and an outline of projects in progress or completed during the quarter. The report also contains statistical information and other information of general interest to the members of the Board of Trustees, and the members of the governing body of each of the member municipalities of this Authority.

FINANCIAL STATEMENT

The total net income for the first 6 months of 2020/21 was \$787,706 before depreciation. This is an increase from the net income of \$467,621 that was recorded for the first 6 months of 2019/20. The net income for the first 6 months was \$436,441 less than budgeted.

	<u>Actual</u>	<u>Compared to Budget</u>
Revenue	\$12,475,520	-\$ 440,289
Expenses	\$11,687,814	-\$ 3,848
Net Income	+\$787,706	-\$ 436,441

Revenue was lower than planned due to lower than planned revenue from non-member refuse from Car Trucking, GFL, Tringali Sanitation and our other cash customers (-\$306,000), the sale of recyclables (-\$195,000), processing recycling for others (-\$43,000), non-member yard waste (-\$25,000), interest from investments (-\$14,000) and the sale of compost (-\$9,000). These decreases were partially offset by increases in revenue from the member communities (+\$143,000) and increases in miscellaneous income (+\$12,000).

Expenses were lower than budget primarily due to lower than planned costs for labor (-\$213,000), maintenance (-\$33,000), utilities (-\$26,000) and supplies (-\$6,000) which were partially offset by increased costs for contractor expenses (+\$250,000) and non-labor Administrative and General Expenses (+\$28,000).

Total revenue for the first six months of 2020/21 increased by \$325,000 compared to the first six months of 2019/20. This increase was due to increases in member revenue (+\$342,000) due to the July 1, 2020 rate increase, revenue for processing recycling from non-members (+\$95,000) and revenue from the sale of recycled materials (+\$30,000). These increases were partially offset by decreases in revenue from non-member refuse (-\$55,000), non-member refuse (-\$42,000), interest income due to lower interest rates (-\$20,000), compost sales (-\$19,000) and rental income (-\$7,000).

Operating expenses for the first six months of 2020/21 were \$6,000 higher compared to the first six months of 2019/20. The increase in expenses was primarily due to increased contractor costs.

Additional financial detail is attached.

MATERIAL HANDLED

SOCRRA processed 128,233 tons of refuse, yard waste and recyclables during the first six months of the current fiscal year. This represents an increase of 5.8% or 7,060 total tons compared to the same period last year. The amount of member refuse increased by 10% which we believe is largely due to the effects of the COVID-19 pandemic and the amount of member recycling increased by 3.2%. We received large increases in non-member refuse (+8.0%) and non-member recycling (+20.0%) as we increased the use of our facilities for non-member material in order to generate additional non-member revenue.

Our recent history of tonnage handled for the first half of the fiscal year is displayed in the table below:

	2016/17	2017/18	2018/19	2019/20	2020/21
Member Refuse	56,159	53,517	52,445	52,997	58,323
Non-Member Refuse	27,723	18,874	13,601	17,884	19,323
Member Recycling	10,018	11,841	12,483	12,260	12,656
Non-Member Recycling	257	591	272	3,748	4,500
Yard Waste	29,739	26,907	33,524	34,284	33,431
TOTAL	123,897	111,730	112,325	121,173	128,233

CAPITAL EXPENDITURES

Capital expenditures for the first six months of the fiscal year totaled \$42,483. The expenditures were payments for the new Compost Screener at the Compost site (\$25,000), the renovation of the Troy Transfer Station (\$14,000) and the renovation of the Madison Heights Transfer Station (\$4,000).

MAJOR PROJECTS

PANDEMIC RESPONSE

SOCRRA's operations have been fairly normal throughout the first half of 2020/21. Our collection contractors were on schedule with a couple of minor exceptions. The amount of trash that we are receiving from the member communities has consistently been about 10% higher than in 2019/20. We believe that this significant increase is the result of the pandemic and is likely to continue for the near-term future.

Advanced Disposal, the contractor that provides transportation and disposal of the refuse from our Troy Transfer Station, had significant operational problems from July until October 30. As of October 30, GFL acquired certain assets from Advanced Disposal including Advanced's contract with SOCRRA. GFL has provided significantly better service. Activities at the Troy Transfer Station are discussed in detail below.

The SOCRRA recycling drop-off center was reopened in late July by appointment only for residents of the SOCRRA communities only. Drop-off appointments are available through the SOCRRA website at <https://hbw.socrra.org/>. We instituted appointments to reduce the number

of residents at our site at any one time. This has reduced traffic congestion issues at our site so that the truck operations to get material into and out of the Transfer Station and MRF are not affected by resident drop-off traffic. The reduced number of residents on site has also allowed us to provide some social distancing for those residents. To make our drop-off service more accessible, we are providing alternative locations for residents to drop off household hazardous waste, recycle electronics, cardboard, scrap metal and to have paper shredding performed. The details about these alternatives are attached to this report and are available on the SOCRRA website at <https://www.socrra.org/recycling-drop-off>. We have also conducted special events for SOCRRA residents for HHW disposal and the recycling of electronics, Styrofoam and cardboard in Royal Oak in June and October, in Troy in July, in Birmingham and Oak Park in August. These events have been very well attended by our residents, with over 1,200 cars participating in the Royal Oak event in October.

SOCRRA staff, especially Bob Jackovich, Colette Farris, Anne Farris, Todd Rickerd and Lucas Dean, have done a great job in handling the many issues that have arisen over the past several months. While operations have been normal, it continues to be a lot of work to keep them that way! Their continued contributions are greatly appreciated.

RECYCLING OPERATIONS

Overall, the new MRF continues to operate very well. The commodity markets have improved significantly in recent months. We continue to be able to find buyers for all of our recycled commodities except for glass, which we are paying to have recycled. The prices that we receive for our recycled materials are higher than we budgeted for the year. In particular, the pricing for cardboard, our highest revenue material, is 80% higher than the price budgeted for 2020/21. If the current commodity prices hold, our revenue from the sale of recyclables should be significantly higher than budgeted this year.

All of our recycled paper and cardboard is being purchased by GFL (which recently purchased Royal Oak Recycling) under a three-year agreement runs until November of 2021. This contract pays us a premium over market-based prices for all of our paper products. Having the GFL facility located so close to our MRF also enables us to promptly remove our completed materials when required, which is a significant advantage. Pratt Industries has opened a new papermill in western Ohio that is using large quantities of recycled cardboard and mixed paper. While our paper products are under contract to GFL, having a large, new outlet for recycled paper in western Ohio has served to stabilize market pricing in the Midwest.

The prices we receive for our recycled plastic materials were highly variable throughout 2020 but we have seen significant price increases in recent months. Since July of 2020, the price for natural PE (milk jugs) has increased by 78%, the price of color PE (Tide detergent bottles) has increased by 382% and the price for PET (water bottles) has increased by only 13%. Having such large price differences for different types of plastics is very unusual.

The prices that we receive for our recycled metal products have also increased significantly since July of 2020.

Our glass is being recycled by Strategic Materials, which is located near Chicago. We have to pay Strategic to recycle our glass.

For the first six months of the fiscal year, the amount of recycling from the member communities increased by 3.2% compared to the same period last year.

We began accepting recyclables from other communities in February of 2019. We are charging a tip fee for this service and we sell the recycled products that result from this material. For the first half of 2020/21, the amount of non-SOCRRA recycling was 20% higher than it was for the same period of the previous year and was 26% of the material processed at the MRF. The tip fee and the sale of additional tonnage of recycled materials is a significant new revenue source for SOCRRA.

RECYCLING EDUCATION

The Michigan Department of Environment, Great Lakes and Energy (EGLE) will be resuming their recycling education campaign (“Know It Before You Throw It”) using the Recycling Raccoons Squad to communicate messages about recycling to the residents of southeastern Michigan.

- No plastic bags or plastic film in your recycling cart
- No tangles (extension cords, wire hangers, ropes, etc.) in your recycling cart
- Do not put recyclables in plastic bags
- Encourage more and correct cardboard recycling – flatten and cut to fit in cart

This campaign will run for several months at no expense to SOCRRA.

TROY TRANSFER STATION

SOCRRA’s contract with Advanced Disposal, which covers the transportation and disposal of the refuse from the Troy Transfer Station, was recently acquired by GFL. Advanced had significant problems providing the service levels required under their contract with SOCRRA. We have been using an additional contractor to transport refuse since late August. These contractor costs are being deducted from Advanced’s invoices. GFL is providing much better service and we anticipate eliminating our supplemental contractor in early January. For the first six months of 2020/21, the amount of non-member refuse increased by 8% compared with 2019/20 to the highest level in four years. Non-member refuse tonnage was 25% of the refuse handled at our Transfer Stations during the first six months of 2020/21.

FALL LEAF SEASON

We revised our operating plan for the fall leaf season to include temporary, short-term storage of leaves at the DPW locations in Berkley, Birmingham, Clawson, Ferndale, Hazel Park and Royal Oak. SOCRRA hauled the stockpiled leaves from the DPW locations to the Compost Site. This operation worked very well. The new operation, when combined with ideal fall weather, resulted in one of the quickest and easiest leaf seasons in recent memory. We will be meeting with city personnel to review the fall operations and to plan operations for the fall of 2021.

During the winter months, residents of the SOCRRA communities can bring in up to 10 kraft paper bags of yard waste to our Troy Transfer Station for composting. We will be continuing this service until curbside collection of yard waste begins again on Monday April 5.

PFAS IN LANDFILL LEACHATE AND GROUNDWATER

The leachate from our closed landfill in Rochester Hills is processed through the GLWA sewer system. As part of the recent PFAS issues identified in other areas of the state, GLWA has required us to perform quarterly testing for PFAS chemicals in the landfill leachate. PFAS chemicals were widely used as water repellent, non-stick and stain resistant coatings in a wide variety of consumer products. These chemicals are significantly resistant to environmental degradation and have been found in drinking water in northern and western areas of Michigan. These chemicals are not present in the drinking water supplied by GLWA. A consistent, low level (parts per trillion) of PFAS chemicals are found in our landfill leachate. This was expected

as low levels of PFAS chemicals have been found in every landfill leachate stream in Michigan that has been tested. GLWA has not required any additional action other than quarterly testing.

EGLE, the State of Michigan Department of Environment, Great Lakes and Energy (formerly the MDEQ) requested that we perform PFAS testing on the groundwater in the vicinity of the landfill. The testing resulted in one PFAS chemical at one location that exceeded EGLE's newly adopted surface water standards. That one test result caused our closed landfill to be included in EGLE's listing of PFAS sites. We submitted a response plan to EGLE that proposed quarterly groundwater testing for two years. The response plan was accepted by EGLE and the testing will begin in 2021.

PENSION FUNDING

The SOCRRA Board approved additional funding for the union pension plan. We have made incremental contributions to this plan in three of the last four years in order to improve the plan funding level. MERS will complete their actuarial study to determine the funding status of SOCRRA's pension plans before June 2021.

ANNUAL AUDIT

The audit report for the 2019/20 fiscal year was completed by our auditors, Plante & Moran. The audit found the Authority to be in complete conformity with generally accepted accounting practices. The auditors concluded that the Authority's level of working capital decreased by \$868,000, which reduced the working capital to -3.6% of annual expenditures, which is below the goal level of 7.5%. We will be taking measures to increase our level of working capital in 2020/21 and 2021/22. The net position of SOCRRA decreased by \$350,000 during 2019/20. The pension and OPEB funding levels as of June 30, 2020 were 64.2% for the union pension plan, 97.4% for the salaried pension plan, 75.9% for the union OPEB plan and 143.6% for the salaried OPEB plan. SOCRRA has contributed additional funds to the union pension and OPEB plans in the current fiscal year.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

SOCRRA
INCOME STATEMENT
07/01/20..12/31/20

	Actual-Period	Budget-Period	Variance
REVENUES			
MUNICIPAL REFUSE			
MEMBER MSW	10,199,781.81	10,056,803.02	142,978.79
MONTHLY SURCHARGE	564,006.00	564,006.00	0.00
NON-MEMBER MSW	713,795.64	1,020,000.00	-306,204.36
NON-MEMBER YARD WASTE	15,455.03	40,000.00	-24,544.97
	11,493,038.48	11,680,809.02	-187,770.54
SALE OF RECYCLED MATERIAL			
MIXED PAPER	139,125.20	40,000.00	99,125.20
NEWSPAPER	0.00	110,000.00	-110,000.00
CARDBOARD	155,174.89	190,000.00	-34,825.11
SORTED OFFICE PAPER	0.00	12,000.00	-12,000.00
PLASTICS	122,655.51	247,000.00	-124,344.49
SCRAP METAL	22,162.94	54,000.00	-31,837.06
ALUMINUM CANS	34,675.40	17,000.00	17,675.40
TIN CANS	35,087.24	33,000.00	2,087.24
MIXED RECYCLING - OTHERS	331,662.64	375,000.00	-43,337.36
GLASS	0.00	0.00	0.00
BATTERIES	1,209.90	2,000.00	-790.10
ELECTRONICS	0.00	0.00	0.00
	841,753.72	1,080,000.00	-238,246.28
OTHER INCOME			
COMPOST	46,331.00	55,000.00	-8,669.00
RENTAL INCOME	59,022.00	62,000.00	-2,978.00
INTEREST ON INVESTMENTS	10,569.53	25,000.00	-14,430.47
MISC INCOME	24,805.32	13,000.00	11,805.32
	140,727.85	155,000.00	-14,272.15
TOTAL REVENUES	12,475,520.05	12,915,809.02	-440,288.97
EXPENSES			
MADISON HEIGHTS TRANSFER STATION	83,519.94	174,800.00	-91,280.06
TROY TRANSFER STATION	935,757.26	1,483,067.00	-547,309.74
MATERIAL RECOVERY FACILITY	904,356.00	1,159,700.00	-255,344.00
HOUSEHOLD HAZARDOUS WASTE	251,210.99	269,400.00	-18,189.01
COMPOST FACILITY	211,888.57	333,100.00	-121,211.43
ADMINISTRATIVE AND GENERAL	726,796.65	717,707.00	9,089.65
COLLECTION CONTRACT EXPENSES	4,928,615.89	5,212,332.00	-283,716.11
IN TRANSIT	3,645,668.54	2,341,556.00	1,304,112.54
TOTAL EXPENSE	11,687,813.84	11,691,662.00	-3,848.16
NET INCOME BEFORE DEPRECIATION	787,706.21	1,224,147.02	-436,440.81
DEPRECIATION	498,137.50		
NET INCOME	289,568.71		

SOCRRA
INCOME STATEMENT & TONS
07/01/20..12/31/20

<u>REVENUES</u>	TOTAL TONS	AMOUNT
MEMBER SERVICES	58,323.13	10,763,787.81
NON-MEMBER MSW	19,322.70	713,795.64
<u>YARD WASTE</u>		
MEMBER	33,431.09	0.00
NON MEMBER	0.00	15,455.03
<u>RECYCLABLES</u>		
MEMBERS	12,655.82	0.00
NON MEMBER	4,499.99	0.00
	128,232.73	11,493,038.48

<u>RECYCLING</u>	
MIXED PAPER	139,125.20
NEWSPAPER	0.00
CARDBOARD	155,174.89
SORTED OFFICE PAPER	0.00
PLASTICS	122,655.51
SCRAP METAL	22,162.94
ALUMINUM CANS	34,675.40
TIN CANS	35,087.24
MIXED RECYCLING - OTHERS	331,662.64
GLASS	0.00
BATTERIES	1,209.90
ELECTRONICS	0.00
	841,753.72

<u>OTHER</u>	
COMPOST	46,331.00
RENTAL INCOME	59,022.00
INTEREST ON INVESTMENTS	10,569.53
MISC INCOME	24,805.32
	140,727.85

TOTAL REVENUES **12,475,520.05**

<u>EXPENSES</u>	
MADISON HEIGHTS TRANSFER STATION	83,519.94
TROY TRANSFER STATION	935,757.26
MATERIAL RECOVERY FACILITY	904,356.00
HOUSEHOLD HAZARDOUS WASTE	251,210.99
COMPOST FACILITY	211,888.57
ADMINISTRATIVE AND GENERAL	726,796.65
COLLECTION CONTRACT EXPENSES	4,928,615.89
IN TRANSIT	3,645,668.54
TOTAL EXPENSE	11,687,813.84

NET INCOME BEFORE DEPRECIATION **787,706.21**

DEPRECIATION 498,137.50

NET INCOME **289,568.71**

SOCRRA
COMPARATIVE STATEMENT
07/01/20..12/31/20

	2020/2021	2019/2020	Variance
REVENUES			
MUNICIPAL REFUSE			
MEMBER MSW	10,199,781.81	9,858,068.68	341,713.13
MONTHLY SURCHARGE	564,006.00	564,006.00	0.00
NON-MEMBER MSW	713,795.64	769,035.31	-55,239.67
NON-MEMBER YARD WASTE	15,455.03	57,051.11	-41,596.08
	11,493,038.48	11,248,161.10	244,877.38
SALE OF RECYCLED MATERIAL			
MIXED PAPER	139,125.20	34,473.17	104,652.03
NEWSPAPER	0.00	63,189.11	-63,189.11
CARDBOARD	155,174.89	116,477.16	38,697.73
SORTED OFFICE PAPER	0.00	9,927.12	-9,927.12
PLASTICS	122,655.51	190,449.66	-67,794.15
SCRAP METAL	22,162.94	32,618.78	-10,455.84
ALUMINUM CANS	34,675.40	11,792.80	22,882.60
TIN CANS	35,087.24	20,295.60	14,791.64
MIXED RECYCLING - OTHERS	331,662.64	236,498.84	95,163.80
GLASS	0.00	0.00	0.00
BATTERIES	1,209.90	1,142.00	67.90
ELECTRONICS	0.00	0.00	0.00
	841,753.72	716,864.24	124,889.48
OTHER INCOME			
COMPOST	46,331.00	65,183.00	-18,852.00
RENTAL INCOME	59,022.00	66,744.00	-7,722.00
INTEREST ON INVESTMENTS	10,569.53	30,539.49	-19,969.96
MISC INCOME	24,805.32	22,210.46	2,594.86
	140,727.85	184,676.95	-43,949.10
TOTAL REVENUES	12,475,520.05	12,149,702.29	325,817.76
EXPENSES			
MADISON HEIGHTS TRANSFER STATION	83,519.94	144,687.48	-61,167.54
TROY TRANSFER STATION	935,757.26	1,422,266.48	-486,509.22
MATERIAL RECOVERY FACILITY	904,356.00	863,461.28	40,894.72
HOUSEHOLD HAZARDOUS WASTE	251,210.99	182,286.21	68,924.78
COMPOST FACILITY	211,888.57	289,798.25	-77,909.68
ADMINISTRATIVE AND GENERAL	726,796.65	661,914.60	64,882.05
COLLECTION CONTRACT EXPENSES	4,928,615.89	4,819,440.69	109,175.20
IN TRANSIT	3,645,668.54	3,298,225.84	347,442.70
TOTAL EXPENSES	11,687,813.84	11,682,080.83	5,733.01
REVENUE OVER EXPENSES	787,706.21	467,621.46	331,550.77

SOCRRA**INCOME STATEMENT COMPARED TO TOTAL BUDGET**

07/01/20..12/31/20

	ACTUAL 6 MONTHS	TOTAL BUDGET 20/21	BALANCE	% RECEIVED OR EXPENDED
REVENUES				
MUNICIPAL REFUSE				
MEMBER MSW	10,199,781.81	20,113,606.00	9,913,824.19	51%
MONTHLY SURCHARGE	564,006.00	1,128,012.00	564,006.00	50%
NON-MEMBER MSW	713,795.64	1,800,000.00	1,086,204.36	40%
NON-MEMBER YARD WASTE	15,455.03	70,000.00	54,544.97	22%
	11,493,038.48	23,111,618.00	11,618,579.52	50%
SALE OF RECYCLED MATERIAL				
MIXED PAPER	139,125.20	92,000.00	-47,125.20	151%
NEWSPAPER	0.00	245,000.00	245,000.00	0%
CARDBOARD	155,174.89	425,000.00	269,825.11	37%
SORTED OFFICE PAPER	0.00	27,000.00	27,000.00	0%
PLASTICS	122,655.51	537,000.00	414,344.49	23%
SCRAP METAL	22,162.94	123,000.00	100,837.06	18%
ALUMINUM CANS	34,675.40	37,000.00	2,324.60	94%
TIN CANS	35,087.24	75,000.00	39,912.76	47%
MIXED RECYCLING - OTHERS	331,662.64	750,000.00	418,337.36	44%
GLASS	0.00	0.00	0.00	0%
BATTERIES	1,209.90	4,000.00	2,790.10	30%
ELECTRONICS	0.00	0.00	0.00	0%
	841,753.72	2,315,000.00	1,473,246.28	36%
OTHER INCOME				
COMPOST	46,331.00	150,000.00	103,669.00	31%
RENTAL INCOME	59,022.00	125,000.00	65,978.00	47%
INTEREST ON INVESTMENTS	10,569.53	50,000.00	39,430.47	21%
MISC INCOME	24,805.32	25,000.00	194.68	99%
	140,727.85	350,000.00	209,272.15	40%
TOTAL REVENUES	12,475,520.05	25,776,618.00	13,301,097.95	48%
EXPENSES				
MADISON HEIGHTS TRANSFER STATION	83,519.94	311,300.00	227,780.06	27%
TROY TRANSFER STATION	935,757.26	3,866,800.00	2,931,042.74	24%
MATERIAL RECOVERY FACILITY	904,356.00	2,315,400.00	1,411,044.00	39%
HOUSEHOLD HAZARDOUS WASTE	251,210.99	538,800.00	287,589.01	47%
COMPOST FACILITY	211,888.57	613,200.00	401,311.43	35%
ADMINISTRATIVE AND GENERAL	726,796.65	1,349,800.00	623,003.35	54%
COLLECTION CONTRACT EXPENSES	4,928,615.89	14,137,000.00	9,208,384.11	35%
IN TRANSIT	3,645,668.54	2,430,738.00	-1,214,930.54	150%
TOTAL EXPENSE	11,687,813.84	25,563,038.00	13,875,224.16	46%
REVENUE OVER EXPENSES	787,706.21	213,580.00	-574,126.21	369%

SOCRRA**TOTAL SERVICE CHARGES**

07/01/20..12/31/20

MUNICIPALITY

	TONS	SERVICE CHARGES
BERKLEY	6,087	\$568,684.96
BEVERLY HILLS	3,934	\$390,918.00
BIRMINGHAM	10,894	\$877,050.00
CLAWSON	4,939	\$490,261.83
FERNDAL	8,178	\$1,071,399.33
HAZEL PARK	5,882	\$670,104.00
HUNTINGTON WOODS	2,793	\$208,452.98
LATHRUP VILLAGE	1,838	\$175,195.79
OAK PARK	8,688	\$1,003,785.52
PLEASANT RIDGE	1,442	\$111,161.51
ROYAL OAK	24,757	\$2,592,804.72
TROY	24,980	\$2,603,969.17
SUB TOTAL	104,410	\$10,763,787.81
OTHER CUSTOMERS	23,629	\$729,250.67
DROP OFF CENTER	193.88	
	23,823	\$729,250.67
TOTAL	128,233	\$11,493,038.48

SOCRRA

Construction in Progress

Period 7/1/20..12/31/20

FIXED ASSET EXPENDITURES

MRF IMPROVEMENTS	\$0.00
TROY TRANSFER STATION	\$13,840.61
COMPOST SCREENER	\$24,775.44
MADISON HEIGHTS RENOVATION	\$3,867.05
	\$42,483.10



Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

ALTERNATIVES AVAILABLE TO SOCRRA RESIDENTS FREE OF CHARGE

ERG Environmental Services Phone: 734-437-9650

Electronics Recycling and Household Hazardous Waste Disposal (computers, TVs, cell phones, VCRs, video equipment, paint, household cleaners, medications, sharps, auto fluids, pesticides, etc. – visit www.socrra.org for a complete list)

- Location: 13040 Merriman Road, Livonia (Use visitor entrance, enter off Industrial Road)
- Hours: M – F 9AM – 5PM
- Must have ID showing residency from a SOCRRA community, Bingham Farms, the City of Bloomfield Hills or Franklin Village or **printed** paper voucher for Rochester and Rochester Hills residents -- purchase from city
- Ring doorbell and RETURN TO YOUR CAR. Attendant with PPE will unload your items

eCycle Opportunities (JVS facility) Phone: 248-233-4477

Electronics Recycling ONLY (computers, TVs, cell phones, VCRs, video equipment, etc. – visit www.socrra.org for a complete list)

- Location: 29699 Southfield Road, Southfield – part of the JVS building
- Hours: M – F 8AM – 4PM
- Must be resident of a SOCRRA community, Bingham Farms, the City of Bloomfield Hills or Franklin Village or bring **printed** paper voucher for Rochester and Rochester Hills residents -- purchase from city
- Go to warehouse door on south side of building (next to Arby's), place electronics in bin or on ground if they are large. Ring doorbell for assistance with heavy items

GFL Recycling Phone: 248-541-4020

Drop-off **Paper Shredding and Cardboard/Paper and Scrap Metal Recycling**

- Location: 414 E. Hudson, Royal Oak
- Hours: M – F 7AM – 4PM
- Procedure: **MASKS ARE REQUIRED**
 - Shredding – main building entrance; NOT self-service – leave papers with attendant
 - Cardboard/Paper and Scrap Metal recycling -- drive into truck entrance; open top dumpsters to self-unload

SOCRRA's main function is to provide and manage the CURBSIDE collection of trash, recycling and yard waste in our 12 SOCRRA communities and we remain open and fully functional for these ESSENTIAL services.

We are assessing if/when we will reopen for the other SUPPLEMENTAL services we have provided in the past. Please be patient while we determine the safest solutions for our staff and the people who use our services.



* Berkley * Beverly Hills * Bingham Farms * Birmingham
 * Clawson * Huntington Woods * Lathrup Village * Pleasant Ridge
 * Royal Oak * Southfield * Southfield Township

QUARTERLY REPORT

January 2021

BOARD OF TRUSTEES	
Representative	Municipality
D. Schueller	City of Berkley
C. Wilson	Village of Beverly Hills
K. Jones	Village of Bingham Farms
J. Surhigh	City of Birmingham
M. Hodges	City of Clawson
R. Fortura	City of Huntington Woods
S. Mitchell	City of Lathrup Village
J. Breuckman	City of Pleasant Ridge
A. Filipski	City of Royal Oak
L. Sirls	City of Southfield
C. Wilson	Township of Southfield

OFFICERS	
Chairman:	D. Schueller
Vice Chairman:	C. Wilson
Secretary:	K. Jones
Advisory Committee:	Schueller, Jones, Wilson, Fortura

J. A. McKeen	General Manager
R. Jackovich	Operations Manager

January 2021

Board of Trustees
Southeastern Oakland County Water Authority

Subject: Quarterly Report - January 2021

Board Members:

Attached is a copy of the Southeastern Oakland County Water Authority's Quarterly Report covering the first six months operation of the fiscal year 2020/21. The report contains a financial statement of the Authority's operation and an outline of projects in progress or completed during the second quarter. The report also contains statistical information and other information of general interest to the members of this Authority.

FINANCIAL STATEMENT

The total net operating income before depreciation for the first 6 months of 2020/21 was \$1,619,811, which was \$380,249 higher than budgeted. This was an increase from the net income of \$1,104,428 for the first six months of 2019/20.

	Actual	Compared to Budget
Revenue	\$15,307,028	+ \$556,739
Expenses	\$13,687,611	+ \$176,885
Net Income (before depreciation)	\$ 1,619,416	+ \$379,854

SOCWA's working capital was 21.0% as of January 8, 2021. This is higher than the 8.3% working capital goal approved by the Board and an increase from the 17.2% working capital as of December 31, 2019.

The increase in revenue was primarily due to higher than planned water sales to Bloomfield Hills and Bloomfield Twp. (+\$547,000) and higher than planned revenue for the replacement of lead services (+\$129,000). These increases were partially offset by decreases in water sales to the member communities (-\$109,000) and in interest on investments (-\$9,000). Water sales volumes for the six-month period were 6.3% higher than the actual water sales for the same period in 2019/20.

The increase in expenses was due largely to higher costs for lead service replacements (+\$129,000), for water purchased (+\$73,000), Miss Dig (+\$27,000), labor (+\$24,000) and regulatory required water testing (+\$18,000) which were partially offset by lower than planned expenses for non-labor Administrative & General (-\$27,000), supplies (-\$24,000), maintenance (-\$23,000) and utilities (-\$20,000).

Capital expenditures for the first six months of the fiscal year totaled \$8,760 and were the initial costs for the replacement of a water meter in Royal Oak (\$6,000) and the final expenses for improvements to the Webster Office (\$3,000).

Additional financial detail is attached.

The following is the Authority's record of revenues and expenditures based on the average cost per 1,000 cu. ft. of water.

	2018/19	2019/20	2020/21	Over or Under 2019/20
Total Sales (MCF)	728,542	686,246	729,333	+43,087
Water Sales	\$20.42	\$20.34	20.45	+0.11
Other Income	<u>0.12</u>	<u>0.12</u>	<u>0.53</u>	<u>+0.42</u>
Total Income	\$20.54	\$20.46	20.99	+\$0.53
Water Purchased for Resale	16.84	17.33	16.83	-0.50
Operating Expenses	<u>1.55</u>	<u>1.52</u>	<u>1.94</u>	<u>+0.42</u>
Total Operating Expenses	\$18.39	\$18.85	\$18.77	-\$0.08
Available for Improvements	\$2.15	\$1.61	\$2.22	+\$0.61

COMPARATIVE STATEMENT

The following is a comparison of the first six months operation of the current fiscal year with the same period of the previous fiscal year.

Revenues From the Sale of Water	+ \$960,022
Revenues From Lead Service Lines	+ 304,369
Revenues From Other Sources	+ <u>1,202</u>
TOTAL REVENUES	+ <u>\$ 1,265,593</u>
<u>Operating Expenses</u>	
Water Purchased for Resale	+ \$381,369
Lead Service Line Replacements	+ 304,369
Other Operating Expenses	+ <u>64,867</u>
TOTAL EXPENDITURES	+ <u>\$750,605</u>
NET INCOME BEFORE DEPRECIATION	+ \$514,988

The following is the record of SOCWA water sales for the period July 1 through December 31. The six-month record shows an increase in water sales of 6.3% during the current fiscal year compared with the same period of the previous fiscal year. Water sales were higher than the previous year for the first three months but lower than the previous year for the last three months of the July 1 through December 31 period. For the six-month period, our water sales were 3.1 % higher than budgeted sales.

Precipitation for the July 1 through December 31 was only 2% less than the previous year. However, there was extended dry periods during the lawn sprinkling season which were

punctuated by intense rain events. This resulted in higher water sales than would be expected given the total rainfall for the six-month period.

WATER CONSUMPTION – DAILY AVERAGE (MGD) JULY 1 THROUGH DECEMBER 31						
Month	2016	2017	2018	2019	2020	Over or Under 2019
July	45.77	40.71	43.59	36.08	44.53	+8.45
August	41.54	38.40	38.31	38.35	39.57	+1.22
September	32.96	33.87	31.95	30.00	31.16	+1.16
October	23.82	25.37	22.80	22.48	22.88	+0.40
November	20.80	20.57	20.54	20.21	19.78	-0.34
December	21.42	20.85	20.30	20.12	19.73	-0.39
Average	31.10	29.99	29.62	27.90	29.65	+1.75
Variance	+7.8%	-3.6%	-1.2%	-5.8%	+6.3%	

The following is the precipitation record, as recorded at the Webster Station:

PRECIPITATION – INCHES					
Month	2016	2017	2018	2019	2020
July	2.85	1.10	1.08	7.15	2.46
August	2.80	2.30	1.36	3.04	7.31
September	4.49	0.70	4.34	4.84	2.72
October	1.80	5.70	5.37	4.97	3.27
November	1.35	4.30	2.71	1.52	2.49
December	1.70	1.50	1.60	2.60	5.30
Total:	14.99	15.60	16.46	24.12	23.55

MAJOR PROJECTS

GLWA WATER RATES

GLWA will be announcing the rates for 2021/22 in late January. GLWA is budgeting water sales for 2021/22 that will be lower than the 2020/21 budget which will result in a cost increase from GLWA. SOCWA water rate estimates for 2021/22 will be provided to the SOCWA Board at their January meeting.

GLWA ISSUES

GLWA Customer Outreach

GLWA has adopted the same Customer Outreach Program that DWSD has used for many years. SOCWA staff is continuing to participate in the GLWA Customer Outreach Process. I have been serving as one of seven elected customer co-chairs of the One Water Partnership that guides this process. Significant progress has been made in improving the level of communication and understanding between GLWA and its customers through this process, which will be a

continuing effort. SOCWA continues to be a strong proponent of GLWA's customer partnering process. The Customer Outreach Program continues to be very important in continuing the excellent relationship between GLWA and its customers.

GLWA Board of Directors

Mr. John Zech, the GLWA Director representing Wayne County was elected Board Chair for 2021. Mr. Zech replaces Dr. Beverly Walker-Griffiea, the State appointed representative for the areas outside of Oakland, Wayne and Macomb Counties, who was Board Chair for 2020. GLWA is using an annual rotation for Board Officers.

Highland Park

Highland Park continues to owe GLWA approximately \$8.9 million in unpaid water bills and \$36 million in unpaid sewer bills. Highland Park continues to make partial payments to GLWA but these payments are not large enough to keep the total balance owed from continuing to grow. GLWA is continuing to pursue collection of the unpaid amounts. SOCWA will pay approximately \$78,000 during 2020/21 as our share of Highland Park's unpaid water bills, which are being allocated among all GLWA customers.

GLWA Website

The GLWA website, www.glwater.org, is a great source of information regarding GLWA. The agendas and minutes for all Board and Board Committee meetings are posted along with procurement information about all projects being performed by GLWA.

WATER SERVICE REPLACEMENT CONTRACT

SOCWA used the services of HRC to develop contracts for the replacement of lead water services and for service line verification that can be used by the member communities. Service line replacements have been conducted in Birmingham and Pleasant Ridge using this contract. There is a new expense line item in our financial statements for lead service replacement costs. These costs are being reimbursed by the appropriate city and are reported in a new revenue line item. The State of Michigan has yet to provide guidance as to what will be required to verify service line material, so no work has been completed under that contract. The member communities with lead water services will need to be replacing 5% to 7% of those services each year under the new State of Michigan lead and copper rules. Having a contractor available for the member communities should help to reduce the cost of performing this required work.

SOCWA WATER SALES

SOCWA water sales improved considerably compared with the first 6 months of 2019/20 due to the dry weather this summer, which increased water usage for irrigation. However, SOCWA water sales are continuing to decline during non-summer months. This has been a long-term trend that shows no signs of slowing down. This trend is being observed nationwide as residents continue to replace water consuming appliances and fixtures with more water efficient products. We are continuing to plan for a long-term decline in water sales.

PENSION FUNDING

The Board has taken several steps in previous years to address the underfunded status of SOCWA's pension plans. This has resulted in significant improvements in the funding levels of the pension plans. As of December 31, 2019, the combined pension plans were 96.6% funded.

MERS will complete their actuarial studies to determine the funding status of the pension plans as of December 31, 2020 before June 2021.

ANNUAL AUDIT

The audit report for the 2019/20 fiscal year was completed by our auditors, Plante & Moran, and was reviewed at the November SOCWA Board meeting. The audit found the Authority to be in complete conformity with generally accepted accounting practices. The auditors concluded that the Authority's level of working capital decreased by \$99,000 during the fiscal year due to the final expenditures for the Coolidge and 14 Mile Road main replacement projects. The working capital continues to be maintained above the goal level established by the Board. The net position of SOCWA increased by \$224,000 during the year.

The SOCWA Board approved a new five-year contract with Plante & Moran for audit services through 2025.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
INCOME STATEMENT
07/01/20..12/31/20

	Period Actual	Period Budget	Variance
REVENUES			
SALE OF WATER MEMBERS	9,057,947.66	9,166,621.00	-108,673.34
SALE OF WATER OTHERS	5,860,295.24	5,313,670.00	546,625.24
	14,918,242.90	14,480,291.00	437,951.90
RENTALS	61,953.21	59,998.00	1,955.21
WATER ANALYSIS & MISC	1,490.00	5,000.00	-3,510.00
INTEREST ON INVESTMENTS	20,972.97	30,000.00	-9,027.03
LEAD SERVICE REPLACEMENT	304,368.50	175,000.00	129,368.50
	388,784.68	269,998.00	118,786.68
TOTAL REVENUES	15,307,027.58	14,750,289.00	556,738.58
EXPENSES			
PURCHASE OF WATER FOR RESALE	6,917,817.41	6,749,000.00	168,817.41
POWER, PUMPING & GROUNDS WEBSTER	296,472.21	291,798.04	4,674.17
POWER, PUMPING & GROUNDS	67,401.46	135,178.07	-67,776.61
COMPUTER OPERATIONS	70,300.40	44,458.01	25,842.39
PURIFICATION	82,508.73	73,047.10	9,461.63
METERS & MAINS	127,573.79	115,965.53	11,608.26
ADMINISTRATION & GENERAL	465,143.97	474,280.00	-9,136.03
LEAD SERVICE LINE REPLACEMENT	304,368.50	175,000.00	129,368.50
WATER IN TRANSIT	5,356,024.93	5,452,000.00	-95,975.07
TOTAL EXPENSES	13,687,611.40	13,510,726.75	176,884.65
NET INCOME BEFORE DEPRECIATION	1,619,416.18	1,239,562.25	379,853.93

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
STATEMENT OF REVENUES AND EXPENDITURES COMPARED WITH TOTAL BUDGET
07/01/20..12/31/20

	TOTAL ACTUAL	TOTAL BUDGET 2020-2021	BALANCE TO BUDGET	% Received or expended
REVENUES				
SALE OF WATER MEMBERS	9,057,947.66	17,315,000.00	-8,257,052.34	52%
SALE OF WATER OTHERS	5,860,295.24	9,058,698.00	-3,198,402.76	65%
	14,918,242.90	26,373,698.00	-11,455,455.10	57%
RENTALS	61,953.21	122,002.00	-60,048.79	51%
WATER ANALYSIS & MISC	1,490.00	10,000.00	-8,510.00	15%
INTEREST ON INVESTMENTS	20,972.97	50,000.00	-29,027.03	42%
LEAD SERVICE REPLACEMENT	304,368.50	500,000.00	-195,631.50	61%
	388,784.68	682,002.00	-293,217.32	57%
TOTAL REVENUES	15,307,027.58	27,055,700.00	-11,748,672.42	57%
EXPENSES				
PURCHASE OF WATER FOR RESALE	6,917,817.41	23,795,000.00	-16,877,182.59	29%
POWER, PUMPING & GROUNDS WEBSTER	296,472.21	575,275.00	-278,802.79	52%
POWER, PUMPING & GROUNDS	67,401.46	276,270.00	-208,868.54	24%
COMPUTER OPERATIONS	70,300.40	89,000.00	-18,699.60	79%
PURIFICATION	82,508.73	146,100.00	-63,591.27	56%
METERS & MAINS	127,573.79	232,605.00	-105,031.21	55%
ADMINISTRATION & GENERAL	465,143.97	796,700.00	-331,556.03	58%
LEAD SERVICE LINE REPLACEMENT	304,368.50	500,000.00	-195,631.50	61%
WATER IN TRANSIT	5,356,024.93	0.00	5,356,024.93	0%
TOTAL EXPENSES	13,687,611.40	26,410,950.00	-12,723,338.60	52%
NET INCOME BEFORE DEPRECIATION	1,619,416.18	644,750.00	974,666.18	251%
DEPRECIATION	320,313.50			
NET INCOME	1,299,102.68			

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
COMPARATIVE STATEMENT
07/01/20..12/31/20

	2020/2021	2019/2020	OVER OR (UNDER)
SALE OF WATER	9,057,947.66	8,781,826.92	276,120.74
SALE OF WATER OTHERS	5,860,295.24	5,176,393.80	683,901.44
	14,918,242.90	13,958,220.72	960,022.18
RENTALS	61,953.21	35,272.42	26,680.79
WATER ANALYSIS-LAB & MISC	1,490.00	790.00	700.00
INTEREST ON INVESTMENTS	20,972.97	47,151.16	-26,178.19
LEAD SERVICE LINE REPLACEMENT	304,368.50	0.00	304,368.50
	388,784.68	83,213.58	305,571.10
TOTAL REVENUES	15,307,027.58	14,041,434.30	1,265,593.28
WATER PURCHASED FOR RESALE	6,917,817.41	6,590,986.35	326,831.06
WATER PURCHASE IN TRANSIT	5,356,024.93	5,301,487.00	54,537.93
LEAD SERVICE LINE REPLACEMENT	304,368.50	0.00	304,368.50
OPERATING EXPENSES	1,109,400.56	1,044,532.89	64,867.67
FIXED CHARGES	0.00	0.00	0.00
TOTAL EXPENSES	13,687,611.40	12,937,006.24	750,605.16
NET INCOME BEFORE DEPRECIATION	1,619,416.18	1,104,428.06	514,988.12
DEPRECIATION	320,313.50	147,322.07	172,991.43
NET INCOME	1,299,102.68	957,105.99	341,996.69

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
YTD Income Statement with Ave. Cubic Feet
07/01/20..12/31/20

	ACTUAL REVENUES	2020/2021 Average Per 1,000 cubic feet	2019/2020 Average Per 1,000 cubic feet
SALE OF WATER	9,057,947.66	17.0689	17.1264
SALE OF WATER OTHERS	5,860,295.24	29.4988	29.8382
	14,918,242.90	20.4546	20.3400
RENTALS	61,953.21	0.0849	0.0514
WATER ANALYSIS-LAB & MISC	1,490.00	0.0020	0.0012
INTEREST ON INVESTMENTS	20,972.97	0.0288	0.0687
LEAD SERVICE REPLACEMENT	304,368.50	0.4173	0.0000
	388,784.68	0.5331	0.1213
TOTAL REVENUES	\$15,307,027.58	20.9877	20.4612
WATER PURCHASED FOR RESALE	6,917,817.41	9.4851	9.6044
POWER, PUMPING & GROUNDS WEBSTER	296,472.21	0.4065	0.4461
POWER , PUMPING & GROUNDS	67,401.46	0.0924	0.0818
COMPUTER OPERATIONS	70,300.40	0.0964	0.0613
PURIFICATION	82,508.73	0.1131	0.0995
METERS & MAINS	127,573.79	0.1749	0.0996
ADMINISTRATIVE & GENERAL	465,143.97	0.6378	0.7338
LEAD SERVICE REPLACEMENT	304,368.50	0.4173	0.0000
WATER IN TRANSIT	5,356,024.93	7.3437	7.7253
TOTAL EXPENSES	13,687,611.40	18.7673	18.8518
NET INCOME BEFORE DEPRECIATION	\$1,619,416.18	2.2204	1.6094
DEPRECIATION	320,313.50		
NET INCOME	\$1,299,102.68		

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
TOTAL CHARGES
07/01/20..12/31/20

MUNICIPALITY	WATER CONSUMPTION CUBIC FEET	TOTAL WATER CHARGES
BERKLEY	24,536.96	\$423,839.73
BEVERLY HILLS	23,781.80	\$401,833.34
BINGHAM FARMS	6,577.60	\$111,194.60
BIRMINGHAM	67,667.22	\$1,148,350.53
CLAWSON	17,508.96	\$304,164.17
HUNTINGTON WOODS	13,246.58	\$225,250.27
LATHRUP VILLAGE	11,771.78	\$201,218.91
PLEASANT RIDGE	6,602.00	\$111,990.84
ROYAL OAK	123,689.28	\$2,117,816.76
SOUTHFIELD	225,780.06	\$3,852,646.58
DETROIT ZOO & RACKHAM	9,508.56	\$159,641.93
MEMBERS	530,670.80	\$9,057,947.66
NON MEMBERS		
BLOOMFIELD HILLS	38,337.04	\$1,132,680.12
BLOOMFIELD TOWNSHIP	160,325.45	\$4,727,615.12
	198,662.49	\$5,860,295.24
TOTAL	729,333.29	\$14,918,242.90

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
CONSTRUCTION IN PROGRESS
7/1/20..12/31/20

FIXED ASSET EXPENDITURES	
NORMANDY AND CROOKS	5,996.64
ADMIN. OFFICES	2,763.00
	8,759.64