



City of Southfield
Joint Meeting with The City of Lathrup Village
Agenda of the City Council
June 10, 2026 at 5:00 p.m.
Library Meeting Room
Southfield Public Library
26300 Evergreen Road
Southfield, Michigan 48076
Telephone: 248-796-5150 Website: www.cityofsouthfield.com

ROLL CALL

COMMUNICATIONS

The Southfield City Council has established the following Rules of Procedure for all speakers:

- *Each speaker will have 3 minutes to address the council.*
- *Each speaker is responsible for his or her comments and the City of Southfield does not, by permitting such remarks, support, endorse or accept the content, thereof, as being true or accurate.*
- *No speaker may make personal or impertinent attacks upon any officer, employee, or City Councilmember or other Elected Official, that is unrelated to the manner in which they perform their duties.*
- *No person shall use abusive or threatening language toward any individual when addressing the City Council.*

Any person who violates this section shall be directed by the presiding officer to be orderly. If a person addressing the Council refuses when so directed, such person may be deemed by the presiding officer to have committed a "breach of the peace" by disrupting and impeding the orderly conduct of the public meeting of the City Council and may be ordered by the presiding officer to leave the meeting. If the person refuses to leave as directed, the presiding officer may direct any law enforcement officer who is present to escort the violator from the meeting.

The Council may not provide responses to public comments during the meeting. If you have provided your contact information when you sign up for public communications, the City will provide a more formal response to you in the near future should it be needed. The Council may respond to comments at the end of communications if they are able to do so.

Mayor
Kenson Siver

Council President
Charles Hicks

City Clerk
Gabi Grossbard

City Treasurer
Irv M. Lowenberg

City Council

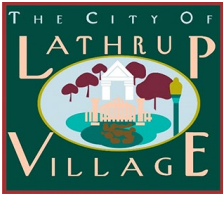
Nancy L.M. Banks Ashanti Bland Daniel Brightwell Yolanda C. Haynes Coretta Houge Michael Ari Mandelbaum

ITEMS TO BE DISCUSSED:

- A. Southfield Public Library Contract
- B. Oakland County Millage
- C. Fire Protection Contract
- D. Police & Fire Dispatch
- E. Southfield TOSS Program
- F. Discuss Lincoln Drive Condition
- G. Update on Southfield Road
- H. Other Items

AND ANY OTHER ITEMS DEEMED NECESSARY

Individuals with special needs for this meeting should contact the City Clerk's Office at 248-796-5150 (voice) or 711 (TDD). If auxiliary aids or services are needed, reasonable advance notice is required.



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

TO: Mayor & City Council
FROM: Mike Greene – City Administrator
DATE: June 10, 2026
RE: Special Joint Meeting – Southfield & Lathrup Village City Council

Southfield Library Contract

With the Headlee Override Proposal failing in November 2025, the City Council is aware of the budget constraints the City is facing in the coming years. One action item that has been completed is authorizing a Library Services Millage Proposal to be placed on the November 2026 ballot. There is no guarantee regarding the millage results, meaning the City needs to consider the long-term implications.

As the Council is aware, the Southfield Library Board has not been willing to renegotiate our current contract, specifically adding a six (6) month cancellation clause versus the current cancellation language of one (1) year, effective the following July 1. Based on the current contract language, IF the Library Services millage were to fail, and no action was taken before July 1, 2026, the earliest we could get out of the contract would be July 1, 2028. This would leave the City needing to find a funding mechanism for Library Services for Fiscal Year 2027-2028 (approximately \$190,000), with no additional revenue source.

It is recommended that the City Council approve the cancellation of the current Southfield Library Contract, so the City can meet the 1-year cancellation requirement, and then, pending the results of the November election, the City can enter into new negotiations with the Southfield Library to obtain an updated contract, or continue exploring other libraries (e.g., Berkley) for services.

Previous Actions via Lathrup Village City Council:

January 26, 2026 – Approved Library Services Millage Proposal Language
April 20, 2026 – Item Tabled

This item will be included on the June 15, 2026, Regular Meeting Agenda.

Oakland County Millage

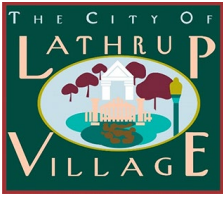
Oakland County school officials have proposed a countywide Regional Enhancement Millage that would levy an additional property tax on residents throughout Oakland County. This proposal is included in the August 2026 ballot. While the stated purpose of the millage is to fund regional quality-of-life initiatives and enhancements, the proposal would represent an additional tax burden on residents at a time when many households continue to face increasing costs associated with housing, utilities, insurance, and everyday living expenses.

Additionally, as Lathrup Village is a part of the Southfield School District, the City is widely understood to be a net contributor (“donor district”) under the countywide enhancement millage structure, meaning that taxpayers within the district would contribute more to millage revenue than is returned on a per-pupil basis.

With this information, the Council has had Study Session discussions regarding their options for this millage. Based on City Attorney feedback, an opposition millage is an action the Council may take.

A resolution to consider opposing the enhancement millage will be included on the June 15, 2026, Regular Meeting Agenda.

Bruce Kantor Mayor	Kelly Garrett Mayor Pro-Tem	Jalen Jennings Council Member	Jason Hammond Council Member	John Sousanis Council Member
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Fire Protection Contract

For decades, the City of Southfield has provided fire department services to the City of Lathrup Village under a series of contracts. The 2023 Contract was for two (2) years with the option to extend for a one-year term. The City exercised a one-year extension of the Contract in 2025, which expires June 30, 2026. Southfield administration has requested a renewal of the contract for a one-year extension, as presented in the following table:

- 1) The 5% price increase for the one-year extension is presented below:

Year	Cost Increase	Cost
FY 26	-	\$754,721.90
FY 27	\$37,736.10	\$792,458.00

- 2) 180 days’ notice of termination will be required rather than the current 90 days.
- 3) The City of Lathrup Village must make substantial progress in improving its water system to continue to receive fire protection service from the City of Southfield after Fiscal Year 2026 (*awaiting specifics from Southfield regarding this item*).

For the City of Southfield, this long-established shared services program is beneficial. It allows Southfield to spread the cost of this vital but expensive service over a larger base and allows Lathrup Village to provide its residents with these services at a higher level and for a lower cost than it could on its own.

As the Council is aware, the Fire Chief has had conversations with Lathrup Village staff about continuing provision of fire department services for the next five years. Due to Lathrup’s financial standing, Lathrup Village staff have been exploring alternative fire services, which include contracting for fire protection via Berkley and EMS via a private provider. Based on ongoing conversations with Berkley, we believe a change in service provider could save Lathrup Village 35-40% on this cost.

The proposed one-year extension with a 180-day notice of termination would allow both administrations to explore options going into FY 28, while leaving sufficient notice time in the event Lathrup Village decides to change service providers.

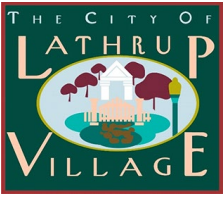
This item is tentatively scheduled to be included on the June 15, 2026, Regular Meeting Agenda.

Police & Fire Dispatch

The City of Lathrup Village currently utilizes the City of Southfield for Police/Fire Dispatch Services. This has been an ongoing partnership for a number of years. The current contract runs through June 30, 2026, and can be extended for an additional one (1) year period through June 30, 2027, at the option of Southfield. Lathrup Village has not received a formal notice that service will be discontinued, especially while Southfield still serves as Lathrup Village’s fire service.

Southfield (Transportation of Southfield Seniors) TOSS Program

Transportation of Southfield Seniors (TOSS) provides transportation for senior residents (age 60+) or permanently physically challenged residents (of any age) who reside in Southfield or Lathrup Village. TOSS operates within the geographical area bounded by Fourteen Mile Road on the north, Eight Mile Road on the south, Coolidge on the east, and Middlebelt on the west.



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TOSS travels to Providence and Beaumont Facilities regularly. Transportation to and from other medical facilities, offices, banks, and shopping is also provided by TOSS. First-come, first-served appointments can be made any time within a month before the appointment.

Lathrup Village receives \$7,000 worth of Municipal and Community Credit (MC/CC) Funding via SMART each year. Over the past few years, Lathrup Village has transferred these credits to Southfield for the purpose of supporting the TOSS program.

Discuss Lincoln Drive Condition

The City of Lathrup Village splits Lincoln Drive with the City of Southfield. Our 2025 PASER rated Lincoln as POOR. Lathrup Village created a reconstruction estimate back in 2024 to remove the concrete and replace it with asphalt, from the eastbound city limits to Southfield Road. The estimated cost (including contingency and engineering) was \$407,940 for Lathrup's portion.

A formal cost estimate from the westbound city limits to Southfield Road has never been created by Lathrup Village engineers. As a general rule, we can assume \$1.5 million per mile (\$750K per mile as Lathrup Village is responsible for half the street).

The City of Southfield has requested both Congressional Directed Funding and State Directed Funding for this street project over the past few years to no avail. Due to the condition of the street, the City of Southfield would like to move forward in the next couple of years with a reconstruction project and wants to know if Lathrup Village wishes to participate and complete our section at the same time.

Lincoln Drive is a "Major Street." This type of project would require the use of Fund Balance. City Staff is projecting ~\$1 million+ in the Major Street Fund Balance at the end of FY 26-27.

Update on Southfield Road

As the Council is aware, in December 2025, the Lathrup Village Council voted not to proceed with the preliminary engineering commitment via RCOC for the Southfield Road Boulevard project. The following month, the City of Southfield voted to proceed with the preliminary engineering for a modified plan that would move the boulevard project out of Lathrup Village, south fully into Southfield.

As the Lathrup Village portion was not approved, RCOC must pivot to address Southfield Road (Lincoln to 696). Lathrup Village staff meet with RCOC on June 11 to discuss an upcoming paving project in place of a boulevard project.

Bruce Kantor
Mayor

Kelly Garrett
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

John Sousanis
Council Member

LIBRARY CONTRACT

THIS AGREEMENT is made this 26th day of September 1979, by and between the CITY OF SOUTHFIELD, a Michigan municipal corporation, of 26000 Evergreen Road, Southfield, Michigan, hereinafter referred to as "Southfield", and the CITY OF LATHRUP VILLAGE, a Michigan municipal corporation, of 27400 Southfield Road, Lathrup Village, Michigan, hereinafter referred to as "Lathrup";

WHEREAS, the parties hereto having previously executed a Library Contract which commenced on the first day of July, 1970, whereby Southfield was to provide Lathrup with library services for a consideration, which Contract shall remain in full force and effect until the first day of October, 1979, and

WHEREAS, the parties are desirous of amending the Library Contract of July 1, 1970, and substituting in lieu thereof a new library contract which provisions shall take effect on the first day of October, 1979; and

WHEREAS, Lathrup has no public library facilities and wishes to continue to provide library service to all of its residents and is authorized by law to do so; and

WHEREAS, Southfield operates an established public library and is willing to make library services available to citizens of Lathrup upon payment by Lathrup for such services; and

WHEREAS, Michigan Public Act 92, of 1952, as amended,

after as this Contract shall remain in effect, Southfield agrees to permit all residents of Lathrup to use the facilities, book collection, and other services of the Southfield Public Library on the same basis and same rules as the same are used by residents of Southfield, and said residents of Lathrup shall be entitled to the same rights and privileges as residents of Southfield.

2. In exchange for the aforesaid library services to be furnished Lathrup residents, Lathrup agrees to pay Southfield for such services which payment shall be computed on the Southfield Library millage rate, established from year to year, and assessed against the state equalized valuation (SEV) of Lathrup at the same rate as Southfield assesses against the state equalized valuation (SEV) of Southfield.

Furthermore, Lathrup shall pay to Southfield a five (5%) percent administrative service charge added to its proportionate share as determined by the above enumerated formula.

Furthermore, the revenues which Lathrup is entitled to receive for library services from state aid and penal fines distributed by Oakland County, respectively, shall be paid directly to Southfield in addition to the fees and service charges previously mentioned.

3. Southfield shall submit bills to Lathrup for the aforesaid services on July 1, and January 2 of each year which shall be payable within thirty (30) days thereafter.

4. Notwithstanding anything else to the contrary herein,

July 1, 1979, to September 30, 1979.

5. This Contract shall continue in effect until terminated by written notice as herein set forth. Either party may terminate this Contract as of July 1 of any year after 1981 by giving written notice not less than one (1) year to the other party of intent to terminate as of July 1. If such notice is given, this Contract shall terminate on the above specified termination date and the parties shall then be discharged of all liabilities hereunder, except those which have been accrued prior to the termination date. Notice required hereunder shall be conclusively presumed to have been served when deposited in a United States Post Office box enclosed in an envelope with postage fully prepaid thereon addressed to the then municipal offices of the party upon whom notice is being served.

6. This Contract shall constitute the entire agreement between the parties hereto. All prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect after September 30, 1979.

IN WITNESS WHEREOF, the parties have executed this agreement by their respective officials thereunto duly authorized the day and year first above written.

WITNESS:

CITY OF SOUTHFIELD

BY: 

BY: 




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

**RESOLUTION #2026-12
OPPOSING THE PROPOSED OAKLAND COUNTY
REGIONAL ENHANCEMENT MILLAGE**

At a regular meeting of the City Council of the City of Lathrup Village, Oakland County, Michigan (the "City"), held on the 15th day of June 2026.

PRESENT:

ABSENT:

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

WHEREAS, the City of Lathrup Village is a municipal corporation located within Oakland County and is served by the Southfield Public School District; and

WHEREAS, Oakland County Intermediate School District is placing a 1.5 mill countywide Regional Enhancement Millage on the August 4, 2026, Primary Election ballot, which would levy a property tax across all participating districts to generate additional per-pupil funding distributed on an equal basis; and

WHEREAS, under Michigan law, a regional enhancement millage must be levied on a countywide basis, and revenues are distributed uniformly on a per-pupil basis to all constituent districts and eligible public-school academies; and

WHEREAS, while such millages are intended to supplement school funding and may generate additional revenue per student across a region, the uniform distribution model does not account for disparities in local tax base contributions among districts; and

WHEREAS, the Southfield Public School District, which serves residents of the City of Lathrup Village, is widely understood to be a net contributor ("donor district") under a countywide enhancement millage structure, meaning that taxpayers within the district would contribute more to millage revenue than is returned on a per-pupil basis; and

WHEREAS, according to the Southfield City Assessor's Office, Southfield taxpayers are projected to contribute approximately \$5,000,020 in the first year, while Southfield Public Schools would receive only approximately \$3,115,112, resulting in a net transfer of nearly \$1.9 million to other districts; and

WHEREAS, over the proposed six-year term, Southfield taxpayers would contribute over \$30 million while the district receives approximately \$18.7 million; and

WHEREAS, this donor district dynamic would result in a transfer of locally generated tax revenues from Lathrup Village residents to other districts within Oakland County, thereby reducing the proportional benefit received by local taxpayers and students; and

WHEREAS, the proposed millage would represent an additional property tax burden on residents of Lathrup Village without a commensurate return on investment to the Southfield Public School District; and

WHEREAS, the City Council recognizes the importance of adequately funding public education, but believes that funding mechanisms should be equitable, transparent, and reflective of local taxpayer contributions; and

WHEREAS, the City Council further believes that alternative funding approaches should be explored that do not disproportionately impact communities identified as donor districts;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council of the City of Lathrup Village hereby opposes the proposed Oakland County 1.5 mill Regional Enhancement Millage in its current form.
2. The City Council finds that the proposed millage structure would result in an inequitable distribution of locally generated tax revenues and would disproportionately impact Lathrup Village residents as part of a donor school district.
3. The City Council urges Oakland County officials, local school districts, and policymakers to pursue more equitable school funding solutions that do not result in net revenue losses for certain communities.
4. The City Clerk is directed to transmit a copy of this resolution to:
 - The Oakland County Board of Commissioners
 - Oakland Schools Intermediate School District
 - The Southfield Public School District Board of Education
 - Local state legislators representing the City of Lathrup Village
5. This resolution shall take effect immediately upon adoption.

YEAS:

NAYS:

ABSENT/ABSTAIN:

STATE OF MICHIGAN)

)ss

COUNTY OF OAKLAND

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Lathrup Village, Oakland County, Michigan at a regular meeting duly called and held on the 15th day of June 2026, the original of which resolution is on file in my office, and that notice of said meeting was given, the meeting was held and the minutes filed in accordance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, as amended.

Alisa Emanuel
City Clerk

CITY OF SOUTHFIELD - CITY OF LATHRUP VILLAGE
FIRE PROTECTION SERVICES CONTRACT

THIS AGREEMENT is made this 26th day of June 2023 by and between the City of Southfield, a Michigan municipal corporation, and the City of Lathrup Village, a Michigan municipal corporation.

WITNESSETH:

WHEREAS, the City of Lathrup Village does not have the necessary facilities except for water, water mains and fire hydrants, to provide fire protection services to the persons and property located within its city limits; and

WHEREAS, the City of Southfield is possessed of fire-fighting equipment and personnel adequate to serve the needs of the City of Lathrup Village; and

WHEREAS, the City of Lathrup Village is desirous of purchasing fire protection services from the City of Southfield and the latter is agreeable to furnishing such services upon the terms and under the conditions herein stated; and

WHEREAS, the City of Southfield and the City of Lathrup Village are legally authorized to enter into an Inter-Municipal contract involving the provision of fire protection services by the City of Southfield to the City of Lathrup Village pursuant to the law of the State of Michigan, to wit: Art. VII, Section 28 of the Michigan Constitution of 1963, and Public Act No. 236 of 1967, as amended, (MSA 5.3323(1), et seq.; MCL 123.811, et seq.) and Public Act No. 35 of 1951 (MSA 5.4081, et seq.; MCL 124.1, et seq.);

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. The City of Southfield agrees that it will provide fire protection services commencing July 1, 2023 through June 30, 2025 and that this Contract can be extended for an additional one (1) year period through June 30, 2026 at the option of the City. During these time periods, and during all times that the instant Contract is in full force and effect, the City of Lathrup Village agrees to purchase such fire services, subject to all of the terms, conditions and qualifications set forth herein.

2. It is the intention of the parties hereto that the fire protection services be rendered by the City of Southfield to the City of Lathrup Village and that said services shall be equivalent to the services rendered by the City of Southfield to the property located therein, to the owners thereof, and to its residents. The services to be rendered shall include the services of the City of Southfield's Life Support Unit, and other similar services, as well as actual fire-fighting. Notwithstanding anything contained in this Contract to the contrary, the responsibility of the City of Southfield to the City of Lathrup Village or to any resident thereof, or property therein, shall not be any greater than the responsibility of the City of Southfield to its own residents and property.

No failure on the part of the City of Southfield to fulfill any part of this Contract shall give rise to any claim for redress unless such non-performance would have given rise to a valid claim if the occurrence had taken place within the city limits of the City of Southfield.

3. The City of Lathrup Village agrees that in the event the City of Southfield shall be unable to respond to any call for fire protective services or the services of the Life Support Unit because of the prior commitment of its equipment and personnel, or if for any reason beyond its control, the City of Southfield shall be unable to reach the scene of a fire, or if there shall be any failure of communication or error therein which is beyond the control of the City of Southfield and which prevents or delays an arrival of fire equipment where or when it is needed, there shall be no liability of any kind or nature on the part of the City of Southfield.

4. It is understood and agreed by the parties hereto that the City of Southfield and all its agents and personnel, while performing any act under the terms of this Contract, shall be deemed to be acting in a governmental capacity and shall not be liable in damages or otherwise for any personal injury or property damage suffered by any person or persons during such performance as provided by law.

5. The City of Lathrup Village, agrees that it will indemnify, save harmless, defend, and release the City of Southfield from all actions, proceedings, claims, liabilities and damages arising from or in connection with this Agreement, without limitation, for any loss or damage to any uninsured property or any fire related equipment of the City of Southfield, incurred in connection with the performance of this Contract, including, by way of example and not limited to, damage to Southfield fire trucks, pumpers and Southfield fire equipment damaged due to lack of maintenance of City of Lathrup Village equipment and/or property. The City of Lathrup Village further agrees that it will be responsible for the proper defense of any and all claims made by any person, firm or corporation against the City of Southfield arising from any cause whatsoever in connection with the performance and obligations of this Contract by the City of Southfield within the City of Lathrup Village. The City of Southfield shall be named as additional insured or additional protected entity under the City of Lathrup Village insurance policy or other similar protection, which protection to the City of Southfield shall be primary, notwithstanding any protection, whether primary, excess, or contributing, otherwise available to the City of Southfield. In the event any claims, actions, proceedings, liabilities, or damages occur or arise outside the corporate limits of the City of Lathrup Village while the City of Southfield is performing its obligations pursuant to this Contract, the City of Lathrup Village agrees that it will indemnify, save harmless, and defend the City of Southfield, for any and all liability therefrom, including, without limitation, any loss or damage to any uninsured property or equipment of the City of Southfield, to the extent of coverage to the City of Southfield by virtue of the City of Southfield's inclusion as a protected entity within the insurance policy or other similar protection of the City of Lathrup Village. The City of Lathrup Village shall pay all deductibles associated with such insurance coverage or other similar protection. The City of Lathrup Village shall pay and shall indemnify the City of Southfield for any deductibles or co-payments charged or assessed by any applicable insurance carrier with respect to the replacement or repair of any fire equipment damaged as a result of or by reason of the City of Southfield's performance under this Contract. Provided, however, the City of Lathrup Village is not precluded from bringing action against the City of Southfield only for the material breach of this Contract by the City of Southfield and the

City of Lathrup Village will not be obligated to defend such action or pay any resulting judgment therefrom. Nothing herein contained shall be deemed to prevent the City of Southfield from employing counsel or joining in the defense of any action against it as provided by insurance coverage or otherwise at its own cost. For purposes of the indemnity provisions herein, the City of Southfield shall be deemed to include the City of Southfield and all employees, officers, and agents thereof. The City of Lathrup Village's insurance coverage or other similar protection beneficially for the City of Southfield shall be provided to the same extent and limits of coverage as the City of Lathrup Village maintains for its own general liability insurance or similar protection. The City of Lathrup Village shall at all times during the term of this Contract, provide access to the City of Southfield of any and all documents, records, certificates or files relating to the City of Lathrup Village's insurance or other similar protection coverage for purposes of the City of Southfield's inspection and review thereof, and shall provide copies of such documents as shall reasonably be requested by the City of Southfield.

These indemnity/release provisions set forth herein shall survive the termination or expiration of this Contract.

6. It is agreed that when any fire or other apparatus or personnel from the City of Southfield responds to any call for service within the City of Lathrup Village, all of the fire equipment and all of the members of the City of Southfield Fire Department shall be under the exclusive command of the senior officer of the City of Southfield Fire Department then present, and no person or officer of the City of Lathrup Village shall have any supervisory or disciplinary control whatsoever with respect to such fire or other apparatus and personnel.

7. It shall be the responsibility of the City of Lathrup Village to provide and maintain adequate water mains, fire hydrants, water supply, water pressure, roads, alleys, routes of access and traffic control as may be necessary and reasonably convenient for the proper performance by the City of Southfield of its obligations under this Contract. ~~No failure of any one of the foregoing items shall be the responsibility of the City of Southfield or its personnel or agents. It is further~~ agreed that the City of Southfield shall inspect, test and pump out the fire hydrants of the City of Lathrup Village and any defect or impairment in the fire hydrants discovered shall be reported in writing immediately to the City of Lathrup Village which shall be solely responsible for repairing and correcting all such defects or impairments. To improve water reliability, the City of Lathrup Village will repair/replace watermains on the following streets during this contract: Avilla – Lathrup Blvd to dead end; Roseland – Lathrup Blvd to Southfield; Redwood – Southfield to dead end; Catalpa – Lathrup Blvd to Southfield.

8. In connection with the performance of this Contract, the City of Southfield shall provide same type of fire inspection and fire prevention service as is rendered to the property and residents of the City of Southfield, including fire inspection of new buildings. The City of Southfield shall render to the City of Lathrup Village an annual report of its total fire activities, also showing those occurring in the City of Lathrup Village, and shall monthly submit a report of all fire and rescue incidents occurring in the City of Lathrup Village and handled by the City of Southfield Fire Department during the previous month.

9. In connection with the performance of this Contract, it shall be the responsibility of the City of Lathrup Village to notify the City of Southfield of all new businesses and their locations within thirty (30) days after a new business has opened its doors for business operations.

10. In consideration of the performance of the City of Southfield of the foregoing obligations, the City of Lathrup Village shall pay to the City of Southfield for the period of this agreement; the annual sum of \$\$684,620.21 for the period of July 1, 2023 through June 30, 2024; and the annual sum of \$\$718,851.22 for the period of July 1, 2024 through June 30, 2025. It is understood and agreed, however, in the event that an arbitration or other third-party compulsory award is rendered against the City of Southfield with respect to wages or rates of compensation to be paid by the employees and personnel of the City of Southfield Fire Department, the above rate of compensation will be further adjusted and increased to reflect such increased costs to the City of Southfield. The annual sum as set forth above, shall be divided into equal quarters and each such quarterly payment shall be due on or before July 1, October 1, January 1, and April 1, in advance of the period within which the services are rendered. Payments shall be directed to: Austen Michaels, Director of Fiscal Services. As to the first fiscal year beginning July 1, 2023, all quarterly payments which have not been made prior to the execution of this Agreement shall be due and payable upon the execution of this Agreement. In addition to the foregoing charges, the City of Lathrup Village shall pay to the City of Southfield any increased cost for insurance for the protection of the personnel of the Fire Department which may be assessed by any insurance company for the City by virtue of the fact that such fire personnel shall be acting outside of the city limits of the City of Southfield pursuant to this Contract. The City of Southfield may terminate this Contract upon ten (10) days notice to the City of Lathrup Village upon the City of Lathrup Village's failure to make timely payment of the quarterly payments and other charges as herein required or failure to maintain insurance or similar protection in accordance with Section 5 hereunder, and after receiving such notice, the City of Lathrup Village shall be allowed to cure the described defect within twenty (20) days from the date of such written notice, and upon the failure of Lathrup Village to cure the defect, the Contract shall then terminate.

11. Each party shall carry full Michigan Workers' Compensation insurance for all of ~~their respective employees, and neither party shall be liable to the other for any injuries, accidents,~~ or damages occurring to or sustained by their respective employees.

12. This Contract shall be effective and continue in effect for the period from July 1, 2023, to June 30, 2024 and thereafter from July 1, 2024 to June 30, 2025, until and unless otherwise terminated by written notice as herein set forth. Except as provided in Section 10 herein, the Fire Protection Services provided in this Agreement shall continue to be provided by Southfield to Lathrup Village beyond the expiration date as provided herein, until either party has provided the other with a prior one hundred-eighty (180) day written notice of termination of this Agreement. Provided, however, the indemnity provisions contained herein shall survive any termination or expiration of this Contract, with respect to claims, demands and/or lawsuits instituted against the City of Southfield, its officers, agents or employees, subsequent to such termination or expiration of the Contract. Notice required hereunder shall be conclusively presumed to have been served when deposited in a United States Post Office box enclosed in an envelope with postage fully prepaid thereon addressed to the then municipal office of the party upon whom notice is being served.

13. Both municipalities understand their mutual need to forecast expenditures well in advance of the adoption of their annual budgets and to pre-plan for anticipated major increases in the cost of services one or more years in advance. To this end, the City of Southfield shall provide

the City of Lathrup Village with any proposals or plans which may involve increasing or decreasing expenditures for fire services before March 1st of each fiscal year so that the City of Lathrup Village will have reasonable notice of possible increases and a reasonable opportunity to evaluate the end costs to the City.

14. The parties to this Contract agree that they, and any sub-contractors who may exist in the future, shall not discriminate against any employee or applicant for employment who performs any services under this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment, or as to any matter directly or indirectly related to such employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this covenant shall be regarded as a material breach of the Contract.

15. Both parties to this Contract agree that there shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, marital status, height, weight, family status, sexual orientation, gender identity, or age. This provision shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

16. No failure by either party to insist upon strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Contract, but each and every covenant, agreement, term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

17. If any provision of this Contract or application thereof to any person or circumstance shall, to any extent, become invalid or unenforceable, the remainder of the Contract, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

18. This instrument contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither party, nor either party's agents have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the other party by implication or otherwise unless expressly set forth herein.

19. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

20. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason or strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, riots, insurrection, war, or other reason of a similar or dissimilar nature, not the direct fault of the party delayed in performing hereunder, then the performance of such acts shall be excused for the period of the delay.

21. This Contract shall not be assigned without the prior written agreement of both parties.

22. Due to the fact that street closures impede emergency access, the City of Lathrup Village agrees that prior consultation with the City of Southfield Fire Department is required before any street closures in the City of Lathrup Village may occur. The City of Lathrup Village further agrees that in the event the normal flow of traffic is impeded by road construction or some other unusual event so that access to Lathrup Village by public safety vehicles is hindered and/or access by public safety vehicles through Lathrup Village to certain sections of the City of Southfield is required, then upon a declaration of an emergency by the Southfield Chief of Police or Chief of the Fire Department, the City of Lathrup Village agrees to remove, immediately upon notification, such barriers as are deemed necessary by the City of Southfield which may at the time be installed at locations bordering the City of Southfield. Such barriers may be reinstated by the City of Lathrup Village at the termination of such emergency.

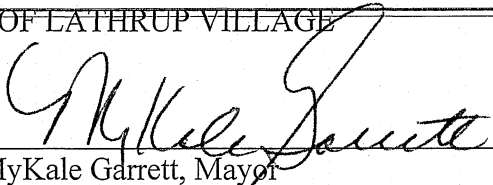
23. Upon the default by the City of Southfield in the performance of its obligations hereunder, the City of Lathrup Village shall notify the City of Southfield in writing specifying the nature of the claimed default. The City of Southfield shall have not more than thirty (30) days from receipt of the written notice to cure the default. Upon the failure of the City of Southfield to timely cure such default, the City of Lathrup Village may terminate this Contract upon providing not less than ten (10) days written notice to the City of Southfield.

IN WITNESS WHEREOF, the parties have, by their duly authorized officers, hereunto set their hands the day and year first above written.

CITY OF LATHRUP VILLAGE

CITY OF SOUTHFIELD

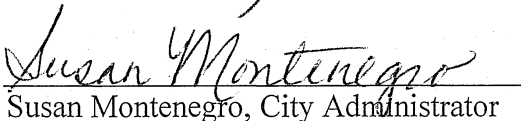
BY:


MyKale Garrett, Mayor

BY:

Kenson J. Siver, Mayor

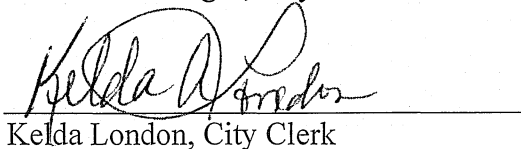
BY:


Susan Montenegro, City Administrator

BY:

Fred Zorn, City Manager

BY:


Kelda London, City Clerk

BY:

Nicole Humphries, Deputy City Clerk

**CITY OF SOUTHFIELD - CITY OF LATHRUP VILLAGE
FIRE PROTECTION SERVICES CONTRACT EXTENSION**

THIS CONTRACT EXTENSION is made and entered into this **June 16, 2025**, between the City of Southfield, a Michigan municipal corporation, and the City of Lathrup Village, a Michigan municipal corporation.

WITNESSETH:

WHEREAS, the City of Southfield (the City or the City of Southfield) and the City of Lathrup Village (herein the City Lathrup Village or “Lathrup Village”) entered into an Inter-Municipal contract involving the provision of fire protection services by the City of Southfield to the City of Lathrup Village pursuant to the law of the State of Michigan, to wit: Art. VII, Section 28 of the Michigan Constitution of 1963, and Public Act No. 236 of 1967, as amended, (MSA 5.3323(1), et seq.; MCL 123.811, et seq.) and Public Act No. 35 of 1951 (MSA 5.4081, et seq.; MCL 124.1, et seq.); and;

WHEREAS, the Contract contained a provision that the City of Southfield would provide fire protection services to Lathrup Village commencing July 1, 2023, through June 30, 2025, and that the Contract could be extended for an additional one (1) year period through June 30, 2026, at the option of the City and;

WHEREAS, the parties mutually desire to exercise the option to extend the Contract for an additional one-year period and;

NOW, THEREFORE, in consideration of the mutual promises and Contracts herein set forth, the parties agree to extend the Contract and amend as follows:

1. The Contract is hereby extended for a one (1) year term encompassing the period of July 1, 2025, through and including June 30, 2026, on the terms and conditions set forth herein.
2. In consideration of the performance of the City of Southfield of the obligations agreed upon in the Contract, the City of Lathrup Village shall pay to the City of Southfield for the period of this agreement; the annual sum of **\$754,721.90** for the period of July 1, 2025, through June 30, 2026.
3. Lathrup Village shall provide a written report confirming that, pursuant Section 7 of the Contract, the City of Lathrup repaired/replaced watermains on the following streets during the Contract: Avilla; Lathrup Blvd to dead end; Roseland - Lathrup Blvd to Southfield; Redwood - Southfield to dead end; Catalpa - Lathrup Blvd to Southfield
4. Amend Section 7 to include the following responsibilities for the City of Lathrup Village during the Extension Period:
 - 2025 – Install 900 linear feet of new 8” water main on one (1) dead-end street section and loop the water mains on two (2) streets
 - 2025 – Reconnect the existing SOCWA water feed on 12-Mile
 - 2026 – Replace 2,600 linear feet of existing 8” main on the east side of Southfield Road from Lincoln to 11 Mile with a new 12” main, OR replace 5,200 linear feet of existing 8” water main on the west side of Southfield Road from 11 Mile to California NW and the east side of Southfield Road from California NW to 12 Mile

**CITY OF SOUTHFIELD - CITY OF LATHRUP VILLAGE
FIRE PROTECTION SERVICES CONTRACT EXTENSION**

5. That all terms, conditions, and covenants of the Contract, not expressly modified hereby, shall remain in full force and effect as set forth in the Contract, during the Extension Period of July 1, 2025, through and including June 30, 2026.

SIGNATURE PAGE TO FOLLOW:

**CITY OF SOUTHFIELD - CITY OF LATHRUP VILLAGE
FIRE PROTECTION SERVICES CONTRACT EXTENSION**

EXECUTION

In Witness whereof, the parties have executed this Contract Extension on the dates listed below.

By the duly elected or appointed representatives of **THE CITY OF LATHRUP VILLAGE** :

Michael G. Smith

Mayor

Alisa Emanuel

City Clerk

6-23-25

Date

06-23-25

Date



By the duly appointed representatives of the **CITY OF SOUTHFIELD**:

Mayor

City Clerk

Date

Date

**CITY OF SOUTHFIELD - CITY OF LATHRUP VILLAGE
AGREEMENT FOR POLICE AND FIRE DISPATCH SERVICES**

This Agreement entered into this 16th day of June 2025, by and between the **CITY OF SOUTHFIELD** hereinafter referred to as "Southfield " or the "City of Southfield ", a Michigan municipal corporation, 26000 Evergreen, Southfield, MI 48037, (hereinafter referred to as "Southfield" or the "City of Southfield") and the **CITY OF LATHRUP VILLAGE**, a municipal corporation, 27400 Southfield Road, Lathrup Village, Michigan (hereinafter referred to as "Lathrup Village" or the "City of Lathrup Village"):

WITNESSETH:

WHEREAS, Lathrup Village is desirous of purchasing police and fire dispatch services from Southfield, and Southfield is agreeable to furnishing such services to Lathrup Village upon the terms and conditions herein stated;

WHEREAS, Southfield and Lathrup Village are legally empowered to enter into an inter-municipal contract involving the provision of police and fire dispatch services by Southfield to Lathrup Village pursuant to Article VII Section 28 of the Michigan Constitution of 1963, and Public Act No. 236 of 1967, as amended, and by Public Act No. 35 of 1951 as amended;

NOW, THEREFORE, in consideration of the mutual benefits to accrue to the parties and to the public, the parties agree as follows:

1. The City of Southfield agrees that it will provide police and fire dispatch services to the City of Lathrup Village as set forth herein (hereinafter referred to the "Services") commencing on **July 1, 2025, through June 30, 2026, and that this contract can be extended for an additional one (1) year period through June 30, 2027, at the option of Southfield.** During these time periods, and during all times that the instant contract is in full force and effect, Lathrup Village agrees to purchase the Services from Southfield, subject to all of the terms and conditions and qualifications set forth herein.
2. The parties agree that the Services to be provided by Southfield to Lathrup Village hereunder shall include the receipt by Southfield of calls for service over 911 lines and other seven- digit emergency and non-emergency lines and the dispatch of appropriate Lathrup Village emergency response units.
3. Southfield will maintain, through a computer-aided dispatch system, a continuous log of Lathrup Village police activity dispatched by Southfield, reflecting separate and distinct Lathrup Village complaint numbers. Lathrup Village will be responsible for picking up any other related documents, teletypes, or other pertinent records generated by Southfield.
4. Prior to the start of each Lathrup Village police shift (0700; 1500; and 2300 hours respectively), the Lathrup Village Supervisor or senior police officer shall contact Southfield by direct telephone line and advise Southfield as to the following information:
 - A. Names and badge numbers of all personnel on duty on such shift
 - B. Call sign of each unit

C. Cellular phone number if applicable

5. Southfield will dispatch two (2) Lathrup Village police officers (or one Lathrup Village officer in circumstances where only one officer is available) on every Priority I incident, as expressly defined by Lathrup Village and communicated in writing to Southfield.
6. Lathrup Village will immediately notify Southfield upon initiating a vehicle pursuit. Lathrup Village will advise Southfield as to the direction of the pursuit, description of the vehicle being pursued, and the reason for the pursuit. Any pursuit undertaken by Lathrup Village shall be solely pursuant to established Lathrup Village pursuit policy, and Lathrup Village shall be solely responsible for all aspects of the pursuit, including, without limitation, the determination to initiate the pursuit of the vehicle, and/or the determination to continue or cease pursuit of the vehicle. Southfield shall have no responsibility or liability whatsoever associated with the pursuit and Lathrup Village shall indemnify and hold Southfield, and its employees, agents and officers harmless with respect to any and all liability, damages, claims, and/or causes of actions, whatsoever, resulting from or in connection with any vehicle pursuit or claimed vehicle pursuit undertaken by Lathrup Village and/or its employees or agents.
7. Lathrup Village officers shall immediately acknowledge all radio messages or dispatch communications received from Southfield. Lathrup Village officers shall notify Southfield upon arrival at an incident and when cleared or back in service from dispatched runs or other officer-initiated activity.
8. Radio Procedures: Lathrup Village uses the radio communications system that is part of the Oakland County P25 Simulcast System, owned by Oakland County and operated by CLEMIS. This system is part of a statewide radio network known as the Michigan Public Safety Communications System and is an encrypted network allowing for patchless radio communication across the entire state. Officers shall utilize proper radio procedures. When making radio transmissions, they shall be brief, necessary, and direct, from both the mobile radio and portable unit.
 - A. EMERGENCY BUTTON ACTIVATION: Officers may utilize a pre-arranged signal by radio voice transmission or electronic signal to designate an extreme emergency.
 - i. An emergency alert is activated when the Emergency Button is pressed for a .5 second on the hand-held unit or in-car radio
 - ii. The emergency alert is only broadcast on the talk group that was selected on that radio
 - iii. The declaring radio has a 30-second open microphone
 - iv. Other radios on that talk group will hear 4 emergency beeps and the open microphone
 - v. Only dispatch can talk over the radio when an emergency button has been activated
 - B. Emergency Button Activation Radio Procedure
 - i. The term "SQUAD CAR" shall indicate an extreme emergency and shall be used in voice transmissions for that purpose only. It shall be considered confidential to protect effectiveness

- ii. The term "SQUAD CAR" should precede the unit number when calling Dispatch, followed by the officer's location (for example: "SQUAD CAR XX to Southfield, clear Ten Mile and Telegraph") to declare an emergency status.
 - iii. Dispatch shall acknowledge the officer's "SQUAD CAR" radio transmission, and the Officer should, if possible, confirm the emergency status with the response of "SQUAD CAR XX 10-4"
 - iv. If Dispatch receives an electronic emergency signal without voice transmission, Dispatch shall immediately identify which prep radio was activated and to whom it was assigned. Location is not provided by the signal.
 - v. A police supervisor shall be advised to immediately contact Dispatch via telephone to coordinate a response
9. The parties agree that the following call-back notification procedure shall be followed respecting Lathrup Village agents and personnel:
- A. Lathrup Village Employees: Lathrup Village shall provide Southfield with a current list of telephone numbers of all police and reserve personnel in the event that contact with such personnel is required by on-duty officers or due to an emergency situation, and Lathrup Village shall update the same on an as-needed basis. Lathrup Village will be solely responsible for notification of all other Lathrup Village personnel, where required for snow removal, water main breaks, and the like. Southfield agrees to dispatch Lathrup Village officer(s) to verify if emergency conditions exist to warrant notification of other Lathrup Village personnel.
 - B. Animal Control: The parties acknowledge that Lathrup Village contracts with Oakland County pursuant to which Oakland County performs animal control services for Lathrup Village.
 - i. During normal business hours, requests for animal control services will be assigned a Lathrup Village incident number and Southfield will relay such requests to Oakland County Animal Control via telephone.
 - ii. Oakland County will be responsible for requesting the Lathrup Village incident number and will dispatch the animal control officer.
 - iii. Citizens requesting non-priority animal control after hours will be advised by Southfield to call the general Lathrup Village Police Department number and be guided by the recorded information.
 - iv. After hours priority animal control calls will be dispatched by Southfield to Lathrup Village police officers for investigation.
 - C. Business Call Back: Lathrup Village will maintain in the computer-aided dispatch system a current list of contact telephone numbers and individuals for Lathrup Village business places in the event after-hours contact is requested due to a police or fire incident at their business location.
10. The parties agree that the following procedures will govern the Law Enforcement Information Network ("LEIN") as it relates to the dispatch services hereunder:

- A. LEIN agreements: Lathrup Village Police will ensure the Hit Confirmation and ORI Agreements between Lathrup Village Police and Southfield Police are executed and renewed as required by LEIN policy.
- B. Inquires: Lathrup Village officers may contact Southfield to run LEIN queries. If the query results in a return of a wanted person, warrant, stolen article, vehicle, gun, or other property, Lathrup Village officers may request that Southfield dispatch verify the response and contact the entering agency for confirmation and instructions.
- C. Stolen Vehicle Entry: Upon receiving a complaint of a stolen vehicle, Lathrup Village officers will investigate and verify the incident. Lathrup Village officers will be responsible for preparing an incident report and will then contact Southfield to request the LEIN entry.
- D. Recovered Stolen Vehicles: When Southfield is contacted by another agency regarding a Lathrup Village stolen vehicle, Southfield will provide confirmation after checking LEIN and will advise such agency that a Lathrup Village officer will be contacting them for further information. Southfield will then cancel the vehicle from LEIN Lathrup Village officers will be responsible for contacting the requesting agency and the owner to advise of the recovery.
- E. Missing Persons: Upon verifying the report of a missing person, Lathrup Village officers will prepare the appropriate reports and obtain the signed authorization for LEIN entry from the reporting party. Lathrup Village officers will provide Southfield dispatch the details of the missing person needed for LEIN entry and request entry into LEIN. Upon inquiry by another agency, Southfield will confirm the missing person (LEIN entry) and advise the agency that it will be contacted by a Lathrup Village officer for additional information. Lathrup Village will be responsible for notifying the parent or other appropriate party and shall request the cancellation of the missing person in LEIN. Upon being dispatched to verify the return of a missing person in Lathrup Village, Lathrup Village officers will prepare a supplemental report and notify Southfield for cancellation of the LEIN entry.
- F. Warrants and Injunctive Order: The true copy warrant will be retained in a file at the Lathrup Village Police Department.

Upon being contacted by another agency, Southfield Police will be responsible for confirming the warrant. If a bond is listed on the LEIN entry and the subject is able to post, the Southfield Police will provide the court address and assign a court date of approximately 14 days hence at 0830 hours. Southfield will then be responsible for the cancellation of the warrant and will notify the Lathrup Village officer of such information. If no bond is listed on the warrant or the subject is not able to post bond, the other agency will be requested to stand by momentarily while the Lathrup Village officer is contacted to provide direction regarding pick-up or if the subject is to be advised and released. Lathrup Village will be solely responsible for making such a determination.

- G. Stolen Articles: Lathrup Village officers will investigate and shall prepare an incident report upon receiving complaints of stolen articles. If suitable information is developed, the Lathrup Village officer will notify Southfield for entry in LEIN.

11. Lathrup Village will install and maintain an automated attendant system for its police department. Such a system shall provide callers in need of emergency services to be directed to select a number to route their call to a Southfield seven-digit emergency line.
12. In consideration of the performance by Southfield of the Services hereunder, Lathrup Village shall pay to Southfield for the period of this agreement: The annual sum of \$66,393.00 for services rendered from July 1, 2025 through June 30, 2026, and for the extended one-year option, for services rendered from July 1, 2026 through June 30, 2027, Lathrup Village shall pay to Southfield the annual sum of \$69,713.00.
The annual sum as set forth above, shall be divided into equal quarters and each such quarterly payment shall be due on or before July 1, October 1, January 1, and April 1, in advance of the period within which the Services are rendered. Payments shall be directed to: Austen Michaels, Director of Fiscal Services. As to the fiscal year beginning July 1, 2025, all quarterly payments which have not been made prior to the execution of this agreement shall be due and payable upon the execution of this agreement. The City of Southfield may terminate this Contract upon thirty (30) days written notice to the City of Lathrup Village upon the City of Lathrup Village's failure to make timely payment of the quarterly payments and other charges as herein required or failure to maintain insurance or similar protection per Section 13 hereunder.
13. It is understood and agreed by the parties hereto that Southfield and all its agents and personnel while performing any act under the terms of this Contract, shall be deemed to be acting in a governmental capacity and shall not be liable in damages or otherwise for any personal injury or property damage suffered by any person or persons during such performance.
14. Lathrup Village, agrees that it will indemnify, save harmless, defend, and release Southfield from all actions, proceedings, claims, liabilities, and damages arising from or in connection with this Agreement, including, without limitation, any loss or damage to any uninsured property or equipment of Southfield, that it will be responsible for the proper defense of any claim made by any person, firm, or corporation, against Southfield arising from any cause whatsoever in connection with the performance by Southfield of its obligations under this Contract. The City of Southfield shall be named as an additional insured or additional protected entity under the Lathrup Village insurance policy or other similar protection, which protection to the City of Southfield shall be primary, notwithstanding any protection, whether primary, excess, or contributing, otherwise available to Southfield. Nothing herein contained shall be deemed to prevent the City of Southfield from employing counsel or joining in the defense of any action against it as provided by insurance coverage or otherwise. For purposes of the indemnity provisions herein, the City of Southfield shall be deemed to include the City of Southfield and all employees, officers, and agents thereof. The City of Lathrup Village's insurance coverage or other similar protection beneficially for the City of Southfield shall be provided to the same extent and limits of coverage as the City of Lathrup Village maintains for its own general liability insurance or similar protection. The City of Lathrup Village shall at all times during the term of this Contract, provide access to the City of Southfield of any and all documents, records, certificates or files relating to the City of Lathrup Village's insurance or other similar protection coverage for purposes of the City of Southfield's inspection and review thereof, and shall provide copies of such documents as shall reasonably be requested by the City of Southfield.

These indemnity/release provisions set forth herein shall survive the termination or expiration of

this Contract.

15. It is agreed that in the performance hereunder Southfield is solely providing dispatch services as expressly set forth herein, and that in no manner is Southfield assuming responsibility or liability for the undertaking of any police or other municipal function or related discretionary activities on behalf of Lathrup Village. Lathrup Village shall be solely responsible and liable for the performance of all municipal and police functions, responsibilities, and discretionary activities, in response to information dispatched by Southfield pursuant to the terms of this Agreement.
16. Each party shall carry full Michigan Workers' Compensation insurance for all of their respective employees, and neither party shall be liable to the other for any injuries, accidents, or damages occurring to or sustained by their respective employees.
17. This Contract shall be effective and continue in effect for the period from **July 1, 2025 – June 30, 2026**, until and unless otherwise terminated by written notice as herein set forth. Provided, however, the indemnity provisions contained herein shall survive any termination or expiration of this Contract, with respect to claims, demands, and/or lawsuits instituted against the City of Southfield, its officers, agents, or employees, subsequent to such termination or expiration of the Contract. Notice required hereunder shall be conclusively presumed to have been served when deposited in a United States Post Office box enclosed in an envelope with postage fully prepaid thereon addressed to the then municipal office of the party upon whom notice is being served.
18. For purposes of this Agreement, the relationship of Southfield to Lathrup Village shall continue to be that of an independent contractor. No liability or benefits, such as workers' compensation; or pension rights or liabilities; arising out of a contract for hire or an employer/employee relationship, shall arise or accrue against Southfield as a result of the performance of this Agreement by Southfield.
19. Upon a default by either party in the performance of its obligations hereunder, the non-defaulting party shall notify the defaulting party in writing specifying the nature of the claimed default. The defaulting party shall have not more than thirty (30) days from receipt of the written notice to cure the default. Upon the failure of the defaulting party to timely cure such default, the non-defaulting party may terminate this Contract upon providing not less than ten (10) business days' written notice to the defaulting party.
20. The parties to this Contract agree that they, and any sub-contractors who may exist in the future, shall not discriminate against any employee or applicant for employment who performs any services under this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment, or as to any matter directly or indirectly related to such employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this covenant shall be regarded as a material breach of the Contract.
21. Both parties to this Contract agree that there shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, marital status, family status, height, weight, sexual orientation, gender identity, or age. This provision shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

22. No failure by the City of Southfield to insist upon strict performance of any covenant, agreement, term, or condition of this Contract or to exercise any right, term, or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Contract, but each and every covenant, agreement, term, and condition of this Contract shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.
23. If any provision of this Contract or application thereof to any person or circumstance shall, to any extent, become invalid or unenforceable, the remainder of the Contract, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
24. This instrument contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither party, nor either party's agents have made any representation except as expressly set forth herein, and no rights or remedies are or shall be acquired by the other party by implication or otherwise unless expressly set forth herein.
25. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.
26. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason or strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, riots, insurrection, war, or other reason of a similar or dissimilar nature, not the direct fault of the party delayed in performing hereunder, then the performance of such acts shall be excused for the period of the delay.
27. This Contract shall not be assigned without the prior written agreement of both parties.

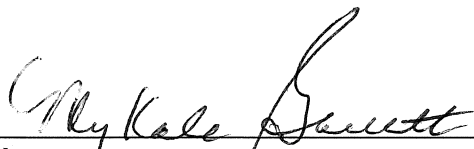

IN WITNESS WHEREOF, the parties have, by their duly authorized officers, hereunto set their hands the day and year first above written.

SIGNATURE PAGE TO FOLLOW:

EXECUTION

In Witness whereof, the Parties hereto set their hands.

By the duly elected or appointed representatives of **THE CITY OF LATHRUP VILLAGE** :

 _____ Mayor	<u>6-26-25</u> Date
 _____ City Clerk	<u>6-26-25</u> Date

By the duly appointed representatives of the **CITY OF SOUTHFIELD**:

_____ Mayor	_____ Date
_____ City Clerk	_____ Date



REPAIR METHOD 2A
WITH NO DITCHING

Lincoln - Concrete Pavt Reconstruction

GW NO.: Promotional
DATE: January 8, 2024

PRELIMINARY CONSTRUCTION COST ESTIMATE

UNIT PRICES INCLUDE A 2 YEAR
INFLATION FACTOR OF 8% FOR
CONSTRUCTION IN 2026

Reconstruction of Lathrup Village's portion of Lincoln from Southfield Road to east City border.
Reconstruction with 7 inches of Asphalt

ITEM	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL	COMMENTS
DEMOLITION						
	Sidewalk, Rem	6	SY	\$20.00	\$120.00	
	HMA Surface, Rem, Driveway	0	SY	\$15.00	\$0.00	No HMA drives
	Pavt, Rem, Driveway	192	SY	\$20.00	\$3,840.00	12 each - 8' x 18' ave
	Pavt Rem, Concrete Road	2300	SY	\$20.00	\$46,000.00	
	SUBTOTAL - DEMOLITION				\$49,960	
EARTHWORK						
	Excavation, Earth	511	CY	\$50.00	\$25,550.00	BUDGET if Needed 8" deep
	Subgrade undercutting Type II	25	CY	\$70.00	\$1,750.00	estimate 5% of road x 8" deep
	SUBTOTAL - EARTHWORK				\$27,300	
SOIL EROSION SEDIMENT CONTROL						
	Inlet/CB filter	3	EA	\$150.00	\$450.00	
	SUBTOTAL - EROSION CONTROL				\$450	
CURB AND SIDEWALKS						
	6" Sidewalk ramp	50	SF	\$14.00	\$700.00	E-W from sidewalk to Southfield
	Sidewalk, Conc, 4 Inch	250	SF	\$10.00	\$2,500.00	E-W from sidewalk to Southfield
	Concrete Curb	150	LF	\$35.00	\$5,250.00	At Southfield Road to alley
	ADA Detectable Warnings	10	FT	\$67.00	\$670.00	
	SUBTOTAL - CURBS AND SIDEWALKS				\$9,120	

ITEM	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL	COMMENTS
AGGREGATES AND SAND						
	Aggregate Base, 21AA, 8 Inch	2300	SY	\$18.00	\$41,400.00	BUDGET If Needed
SUBTOTAL - AGGREGATES AND SAND					\$41,400	
HOT MIX ASPHALT PAVEMENT						
	HMA, 3C (leveling)	660	TN	\$130.00	\$85,800.00	5" thick
	HMA, 5E1	265	TN	\$150.00	\$39,750.00	2" thick
	Handpatching, 0 - 20 tons	2	TN	\$330.00	\$660.00	
SUBTOTAL - HOT MIX ASPHALT					\$126,210	
CONCRETE PAVEMENTS						
	Driveway, Non-reinf Conc, 6 Inch	192	SY	\$90.00	\$17,280.00	12 each - 8' x 18' ave
SUBTOTAL - CONCRETE PAVEMENT					\$17,280	
TRAFFIC CONTROL AND STRIPING						
	Sign, Type_, temp	300	SFT	\$12.00	\$3,600.00	Budget
	Drum barrel, Lighted	80	EA	\$30.00	\$2,400.00	1 per 25' + 1 per drive
	Barricade, type III, Lighted	10	EA	\$200.00	\$2,000.00	2 per block, estimate 10
	Arrow Board, Lighted	2	EA	\$1,500.00	\$3,000.00	
	Pavt Markings	1	LS	\$3,000.00	\$3,000.00	Budget
SUBTOTAL TRAFFIC CONTROL AND STRIPING					\$14,000	
LANDSCAPING						
	Landscape Restoration	550	SY	\$15.00	\$8,250.00	Topsoil, seed, mulch (3' edge)
SUBTOTAL - LANDSCAPING					\$8,250	
MOBILIZATION AND MINOR TRAFFIC CONTROL						
	Mobilization, Max 3%	1	LS	\$15,000	\$15,000	
	Minor Traffic Control Devices, Max 3%	1	LS	\$8,000	\$8,000	
SUBTOTAL - MOBILIZATION AND MINOR TRAFFIC CONTROL					\$23,000	
SUBTOTAL CONSTRUCTION COST					\$316,970	
SUBTOTAL CONSTRUCTION COST					\$316,970	
CONSTRUCTION CONTINGENCY				10%	\$31,697	
SUBTOTAL ENGINEERING, BIDDING, INSPECTION				17%	\$59,273	
TOTAL ESTIMATED COST					\$407,940	

Specific work items that ARE NOT included in this estimate include:

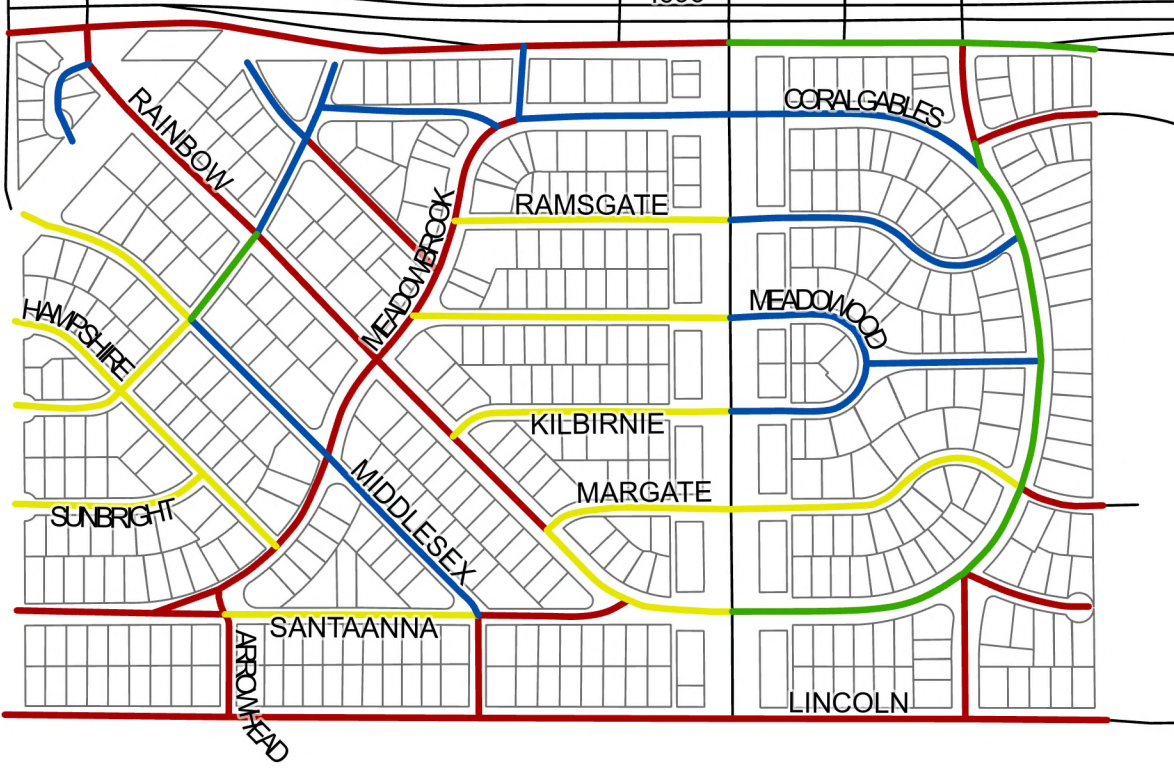
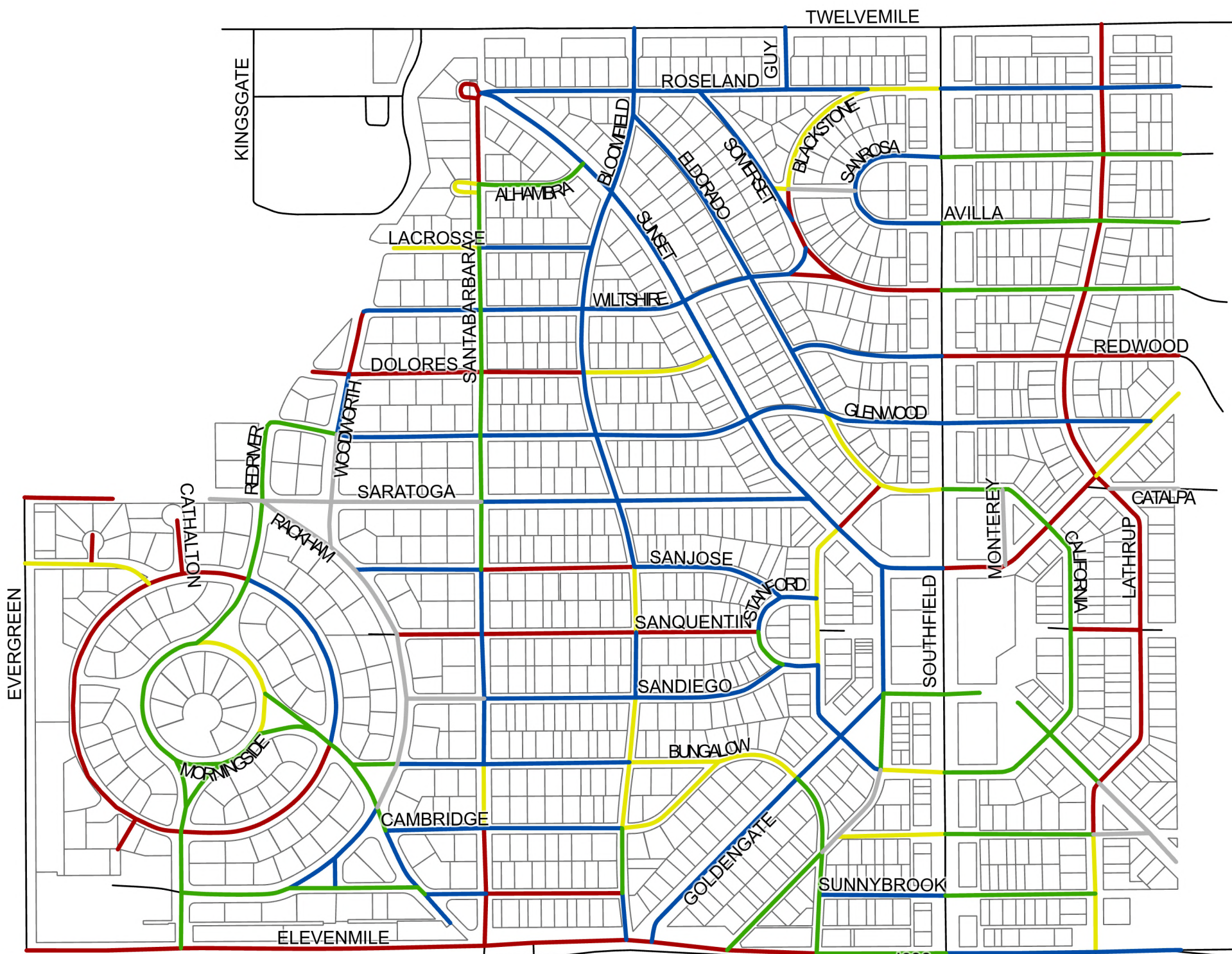
It should be pointed out that since we have no control over the Contractor's method of determining prices, competitive bidding or market conditions, our opinion of the probable construction cost as provided for herein is made on the basis of experience and represents our best judgment as design professionals. We cannot guarantee that the final construction cost will not vary from this estimate.

Respectfully,
GIFFELS-WEBSTER ENGINEERS, INC.

Estimate Prepared By: Scott A. Ringler, PE
Date: January 8, 2024

1025 E Maple, Suite 1200 Birmingham, MI 48009-6426 (248) 852-3100 Fax: (248) 852-6372	28 W. Adams, Suite 1200 Detroit, MI 48226-1609 (313) 962-4442 Fax: (313) 962-5068	6303 26 Mile Road, Suite 100 Washington Twp, MI 48094-3819 (586) 781-8950 Fax: (586) 781-8951
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Lathrup Village 2025 PASER Ratings



Pavement Condition

Local Roads

- 1 - 3 Poor
- 4 - 5 Fair
- 6 - 8 Good
- 9 - 10 Excellent
- Gravel
- Not Rated by Giffels Webster

Rating	2017	2019	2021	2023	2025
Poor	10.804	11.359	10.572	6.942	8.032
Fair	6.311	5.943	5.479	4.865	4.118
Good	7.719	7.482	6.697	6.468	9.747
Excellent	2.011	2.061	4.097	8.914	5.292
Total	26.845	26.845	26.845	27.189	27.189

(Total road length in miles)

giffels webster

Engineers
Surveyors
Planners
Landscape Architects
GIS Specialists

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