

City Council Special Meeting Agenda

Monday, May 02, 2022 at 6:00 PM
27400 Southfield Road, Lathrup Village, Michigan 48076

HYBRID MEETING: Council Chambers with remote access via Zoom

Webinar ID: 811 3736 3185

Password: Lathrup22

Online: <https://zoom.us/>

Telephone: 646.558.8656 or 312.626.6799

1. **Call to Order** by Mayor Garrett
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**
5. **Public Comments for Items on the Agenda** (Speakers are limited to 3 minutes)
6. **Action Requests - For Consideration / Approval**
 - A. Approval - Plante Moran Letter of Engagement
 - B. Approval - Elevator Maintenance Expenditures
 - C. Proclamation - Mental Health Awareness Month
 - D. Traffic Island Right-of-Way Maintenance discussion
 - E. City Administrator update
7. **Public Comment** (speakers are limited to 3 minutes)
8. **Mayor and Council Comments**
9. **Adjourn**



A HERITAGE OF GOOD LIVING

Item A.

Pamela Bratschi

Interim City Administrator/Treasurer

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

treasurer@lathrupvillage.org

Office: 248.557.2600 x 227

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FR: Pamela Bratschi, Interim City Administrator/Treasurer
DA: April 29, 2022
RE: Professional Services Agreement with Plante Moran

I have talked with Plante Moran Government Accounting Professionals service team about providing additional support with the accounting needs of the city. They have put together an engagement letter the details the additional work they will include some Audit prep.

Suggested Motion(s):

Approve the Professional Service Agreement with Plante & Moran for help with the listed scope of services in their agreement.



Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

Item A.

April 28, 2022

Ms. Pamela Bratschi
City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Dear Pam:

Thank you for your selection of Plante & Moran, PLLC ("PM") to assist you. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services PM will provide to City of Lathrup Village ("Client").

Scope of Services

As Plante Moran is the City of Lathrup Village's auditor, the Plante Moran Government Accounting Professionals ("PMGAP") service team has some limitations on what they are allowed to do under the independence standards of our profession; however, we can provide support to your accounting team provided we do not make any management decisions and that someone at the City of Lathrup Village is willing and capable to oversee and take responsibility for our work.

Based on our previous conversations, the following departments and activities are among those for which you may request we provide assistance.

Capital Assets:

- Update fixed asset schedules from general ledger detail, invoices, City Council minutes, and other supporting documentation. Compute current year depreciation based on costs, lives, and depreciation methods as determined by management.

Accounts payable:

- Examine disbursements subsequent to year end for inclusion or exclusion as an expense in fiscal year. Conclusions will be reviewed with management for approval. Compile a detailed listing of accounts payable based on invoices approved by management.

Pension/OPEB Liability:

- Pension and OPEB liabilities – Update GASB 68 and GASB 75 templates with data from actuarial valuations and other supporting documents.

Long Term Debt:

- Long-term debt – Update long-term debt schedules using general ledger detail and existing debt amortization schedules.

Ms. Pamela Bratschi
City of Lathrup Village

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April 28, 2022

Payroll and other liabilities:

- Compensated absences – Prepare schedules from existing reports and documentation of compensated absence liabilities.
- Miscellaneous accrued liabilities – Review prior year trial balance and supporting schedules related to accrued liabilities and update schedules for current year activity.
- Liability and expenditure (expense) allocations – Update existing schedules using general ledger reports and other documentation.

Revenues:

- Water and Sewer – complete schedule of unbilled water and sewer receivables based on detail billings.

Preparation of additional audit workpapers may be requested by City management. Any agreed upon additional work not specified above will be included in an addendum to this engagement letter.

NEW STANDARDS IMPLEMENTATION

Per our discussions with you, we will provide assistance with implementation of GASB 87 including reviewing the details of the existing general ledger, working with the City to identify potential changes, and assist City with any further necessary research.

During the course of our work, it is likely that we will identify journal entries the City of Lathrup Village should consider. Any recommendations for adjusting entries will be summarized in writing and presented to City of Lathrup Village Management for their evaluation. Management agrees to accept responsibility for reviewing, approving, and posting any adjusting entries proposed by Plante Moran. Management will provide Plante Moran with written documentation affirming their review and approval.

If the City of Lathrup Village chooses to use our help, our work product will be under the direction and supervision of you, the Finance Director/Treasurer. We will not make management decisions on behalf of the City of Lathrup Village or, in any way, perform tasks that will impair Plante Moran's ability to continue on as the auditors for City of Lathrup Village under all applicable independence standards of our profession. To help ensure this, the PMGAP team members will be different individuals from your audit team.

It should be noted that at no time during this engagement will we be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, or handling cash in any way.

We expect our work will be performed both remotely and in person. Meetings and presentations will be conducted using Zoom or Microsoft Teams. For procedures that are necessary to be performed onsite, we will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions. While working remotely, we will rely on the City of Lathrup Village to provide any electronic documents we require, and remote access to the general ledger and other electronic systems.

Ver. 08/2021

plante
moran

Ms. Pamela Bratschi
City of Lathrup Village

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April 28, 2022

Remote access to the General Ledger and other systems is a key component of our service model. The time required to gain access can vary greatly between clients, but the primary driver of that time is the cooperation of your technology staff or vendor. Time incurred by our staff will be billed to City of Lathrup Village at the same hourly rates listed below.

Fees and Payment Terms

The fee for our services, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the actual time that staff expend and will be billed at the following discounted hourly rates:

Accounting Consultant	\$ 145
Senior Accounting Consultant	\$ 160
Manager	\$ 205
Partner/Principal	\$ 340

The majority of our work will be performed by either a Consultant or Senior Consultant. We strive to be as efficient as possible and delegate work to the most cost-effective member of our team.

The rates listed above will increase three percent on January 1, 2023 and annually thereafter should you continue to utilize this service. We reserve the right to make additional changes to our hourly rates given prevailing market conditions; however, you will be notified before incurring time at the new adjusted rate.

Any other projects or consulting services in addition to the ones noted above may be requested by Client management. Fees for those additional services will be negotiated and included in a separate engagement letter.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

For your convenience, payments can be made via domestic wire or ACH to the following account:

Domestic Wire

Bank of America
100 West 33rd Street
New York, NY 10001
Account No. 9890996003
Routing/ABA No. 026009593
Account Name: Plante & Moran, PLLC
Account Address: 3000 Town Center
Suite 400
Southfield, MI 48075

ACH

Bank of America
1401 Elm Street 2nd Floor
Dallas TX 75202
Account No. 9890996003
Routing/ABA No. 071000039
Account Name: Plante & Moran, PLLC
Account Address: 3000 Town Center
Suite 400
Southfield, MI 48075

April 28, 2022

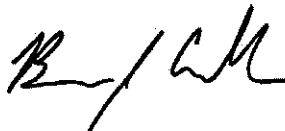
Ms. Pamela Bratschi
City of Lathrup Village

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Brian J. Camiller
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively "Agreement"), which set forth the entire agreement between City of Lathrup Village and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Lathrup Village

Pamela Bratschi

Date

Interim City Administrator-Treasurer
Title

Professional Services Agreement – Temporary Finance Assistance Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our temporary finance assistance services dated April 28, 2022 between Plante & Moran, PLLC (referred to herein as "PM") and City of Lathrup Village (referred to herein as "Client").

1. **Management Responsibilities** – The temporary finance services PM will provide are advisory in nature. While providing these services, PM will have no authority or responsibility for any management decisions or management functions. Further, Client acknowledges that Client is solely responsible for all such management decisions and management functions. Client will also be responsible for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services. Client has designated Pamela Bratschi to oversee the services PM will provide.

Client is responsible for the design, implementation, and maintenance of internal controls, including monitoring ongoing activities in connection with our engagement.

PM accepts no responsibility as a responsible party for the payment of taxes of any nature, including, but not limited to income, withholding, sales, excess of other taxes assessed at the Federal, State or local levels that may be owed or otherwise arise.

Client represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, "Data Privacy Laws"). Client shall not disclose personal data of data subjects ("Personal Data") who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

2. **Review and Supervision** – Client understands and acknowledges that all PM staff assigned to this project are working solely at Client's direction and agree that all work performed will be subject to the same supervision, review and approval practices that Client undertakes with its own staff. It is understood that, in accordance with the terms of this Agreement, the work of PM staff assigned to this project will not be reviewed by any other person at PM. Client is solely responsible for supervision, review and approval of the work performed, including review and approval of any journal entries prepared by PM staff prior to posting.
3. **Nature and Limitations of Services** – PM's project activities will be based on information and records provided by Client. PM will rely on such underlying information and records and PM's project activities will not include audit or verification of the information and records provided to PM in connection with PM's project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client's internal controls. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM's engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform Client of any such matters that come to PM's attention.

4. **Project Deliverables** – At the conclusion of PM's project activities and periodically as the project progresses, PM will review the results of the project work with Client and provide Client with any observations related to PM's services that PM believes warrant Client's attention. PM also will provide Client with copies of analyses, tax filings, or other materials that PM may develop in the course of this engagement upon Client's request. PM will not issue a written report as a result of this engagement and Client agrees that the nature and extent of the work product that PM will provide, as outlined in this Agreement, are sufficient for Client's purposes.

5. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards,

Professional Services Agreement – Temporary Finance Assistance

Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Because the work performed under this Agreement is subject solely to Client's review and supervision, we do not expect that we will need to retain detailed workpapers supporting our work. Workpapers and documentation created will become part of Client's accounting records. If, however, we conclude to retain copies of such workpapers or documentation, such workpapers retained in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

6. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Client. In order to enable these third party service providers to assist PM in this capacity, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's consent shall be continuing until the services provided for this Agreement are completed.
7. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on responsibilities under the scope of services. PM's services frequently depend upon the availability and cooperation of those Client personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's estimates, the estimated fees will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information or assistance necessary for the engagement, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of the work. Because rescheduling work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for additional time PM incurs as a result of rescheduling its work. PM will endeavor to advise Client in the event any circumstances occur which would require PM's work to be rescheduled. However it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

8. **Payment Terms** – PM invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

Professional Services Agreement – Temporary Finance Assistance

9. **Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
10. **Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
11. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, Client agrees to limit the liability of PM or any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of PM and/or the PM Persons to Client shall not exceed the total fees paid by Client to PM for the services provided in connection with this Agreement. Client and PM agree that these limitations on PM's maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Client's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall PM be liable to Client, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Client agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.
- In the event this Agreement expressly identifies multiple phases of services, the total aggregate liability of PM to Client shall be limited to no more than the total amount of fees paid by Client for the particular phase of services alleged to have given rise to any such liability.
12. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
13. **Termination of Engagement** – This Agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. Client will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
14. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
15. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
16. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

Professional Services Agreement – Temporary Finance Assistance

17. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, Client agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities
18. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent acceptance of this engagement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
19. **Agreement Not to Influence** – Client and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Client agrees that PM employees are not "contract for hire." PM may release Client from these restrictions if Client agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to four hundred hours of billings at the current standard hourly rate for the PM employee.
20. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
21. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this Agreement transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
22. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Temporary Finance Assistance Services

Certificate Of Completion

Envelope Id: 5D18095A30EB49DFB040CDB5EEE6EF17
 Subject: Sent on behalf of Brian Camiller - Please DocuSign: Plante Moran Engagement Letter
 Source Envelope:
 Document Pages: 8
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Delivered

Envelope Originator:
 Victoria Zielinski
 27400 Northwestern Hwy # 300
 Southfield, MI 48034-4798
 Victoria.Zielinski@plantemoran.com
 IP Address: 76.74.53.146

Record Tracking

Status: Original
 4/28/2022 1:11:40 PM

Holder: Victoria Zielinski
 Victoria.Zielinski@plantemoran.com

Location: DocuSign

Signer Events**Signature****Timestamp**

Pamela Bratschi
 treasurer@lathrupvillage.org
 Interim City Administrator-Treasurer
 Security Level: Email, Account Authentication
 (None)

Sent: 4/28/2022 1:14:59 PM
 Viewed: 4/28/2022 2:18:22 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/28/2022 2:18:22 PM
 ID: 2956b02b-63eb-414c-b782-376ec54f23f4

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
 Certified Delivered

Hashed/Encrypted
 Security Checked

4/28/2022 1:14:59 PM
 4/28/2022 2:18:22 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Plante & Moran, PLLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Plante & Moran, PLLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to:

To advise Plante & Moran, PLLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Plante & Moran, PLLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Plante & Moran, PLLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Plante & Moran, PLLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Plante & Moran, PLLC during the course of my relationship with you.

KONE Inc. Proposal



Elevators Escalators

April 27, 2022

Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

KONE Inc.
11864 Belden Court
Livonia, MI 48150
Tel (734) 513-6944
Fax (734) 513-6948
www.kone.com
Mick.Benka kone.com

Re: Adding Emergency Power operations- Passenger Elevator - #15428

Description of Work

Kone proposed to provide & install necessary circuitry and wiring of the elevator system to accommodate emergency power operations of the elevator. This includes the engineering and design work as well as marked up prints for this function. We also include providing a custom hallway fixture with indicator jewel as required by code requirements for emergency operations. Once all installation work is completed, we will test the unit for proper operations under emergency power in the presence of a State of Michigan Elevator Safety inspector.

Price

Our total price to perform the above-mentioned work amounts to: **\$30,577.00** (Thirty Thousand Five Hundred Seventy Seven & 00/100 Dollars). Includes for the cost of alteration permit and inspection. Any additional work required or requested will be provided at additional costs.

Our price includes applicable labor, materials, permits & inspection. Any additional work required or requested will be provided at additional costs. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from date of this proposal.

Down Payment

The above quoted price is based on a fifty percent (50%) down payment, due before the order will be processed. No material will be ordered and work shall not commence until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of Lathrup Village

Respectfully submitted by,
KONE Inc.

Mick Benka

(Signature)

Mick Benka/Senior Sales Executive

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind; either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

KONE Inc. Proposal



Elevators Escalators

April 20, 2022

Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

KONE Inc.
11864 Belden Court
Livonia, MI 48150
Tel (734) 513-6944
Fax (734) 513-6948
www.kone.com
Mick.Benka@kone.com

Re: Elevator Interior on Passenger Elevator - #15428

Description of Work

Kone proposes to provide elevator interior renovations as follows for the passenger elevator located at Lathrup Village 27400 Southfield Rd, Southfield, MI.

- Custom fabricate and vertically install Wilsonart plastic laminate wall panels with brushed stainless steel reveals.
 - From Standard Color selection supplied.
 - *Retaining existing ceiling & flooring*
- Fabricate and install a 2" flat style handrail featured in a brushed finish stainless steel with straight ends on the rear wall only.

Price

Our total price to perform the above-mentioned work amounts to: **\$17,873.00** (Seventeen Thousand Eight Hundred Seventy Three & 00/100 Dollars). Includes for the cost of alteration permit and inspection. Any additional work required or requested will be provided at additional costs.

Our price includes applicable labor, materials, permits & inspection. Any additional work required or requested will be provided at additional costs. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from date of this proposal.

Down Payment

The above quoted price is based on a fifty percent (50%) down payment, due before the order will be processed. No material will be ordered and work shall not commence until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of Lathrup Village

Respectfully submitted by,
KONE Inc.

Mick Benka

(Signature)

Mick Benka/Senior Sales Executive

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

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KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

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OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

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It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

CITY OF LATHRUP VILLAGE

PROCLAMATION

Designating May 2022 as Mental Health Awareness Month

WHEREAS; mental health is important for our individual well-being and vitality, as well as that of our families, communities, and businesses; and

WHEREAS; the COVID-19 pandemic has been a reminder of the importance of integrating mental health into preparedness and response plans for public health emergencies; and

WHEREAS; younger adults, racial/ethnic minorities, essential workers, and adult caregivers reported having disproportionately worse mental health outcomes, increased substance use, and elevated suicidal ideation association with COVID-19; and

WHEREAS; one in six U.S. children aged 2-8 years (17.4%) had a diagnosed mental, behavioral, or developmental disorder; and

WHEREAS; May 6, 2021 is designated the National Children's Mental Health Awareness Day and May 2 through May 8, 2021, is designated as Children's Mental Health Awareness Week; and

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

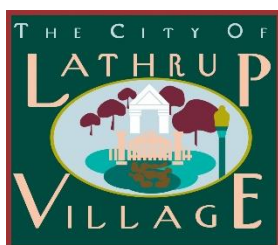
WHEREAS, mental illness is a biologically based brain disorder that cannot be overcome through "will power" and is not related to a defect in a person's "character" or intelligence; and

WHEREAS, mental health recovery not only benefits individuals with mental health disorders by focusing on their abilities to live, work, learn, and fully participate and contribute to our society, but also enriches the culture of our community life; and

WHEREAS; the Oakland County Community Health Network (OCHN), and its service provider agencies, are committed to inspiring hope, empowering people, and strengthening communities.

NOW, THEREFORE, be it resolved that I, Mayor Mykale Garrett and members of the Lathrup Village City Council, do hereby proclaim the month of May 2022, as Mental Health Awareness Month in the City of Lathrup Village, and calls upon our citizens, public and private institutions, businesses, and schools to recommit our city and state to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.

Dated this 2nd Day of May, 2022.



A HERITAGE OF GOOD LIVING

Mykale Garrett, Mayor
Bruce Kantor, Mayor Pro Tem
Jalen Jennings, Council Member
Barbara Kenez, Council Member
Karen Miller, Council Member