

City Council Study Session Agenda

Monday, June 21, 2021 at 6:00 PM
Remote Meeting via Zoom

ZOOM REMOTE MEETING INFORMATION

Webinar ID: 960 0422 4140

Password: 136456

CLICK HERE: <https://zoom.us/j/96004224140?pwd=UXo2eUhNNENNvU05S05ZVk10dXRrQT09>

Telephone: 646.558.8656 or 312.626.6799

CLICK HERE: [Public Comment Form Link](#)

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

1. **Call to Order** by Mayor Garrett (in accordance with PA 254 of 2020, the members should identify their physical location by stating the county, city, township, or village and state from which he or she is attending the meeting remotely).
2. **Discussion Items**
 - [A.](#) Applications for Vacated City Council Seat
 - [B.](#) City Administrator Evaluation and Contract Consideration Requests
 - [C.](#) Sidewalk Repair Program – Bid and Award of Contract
 - [D.](#) 2021-2025 Professional Auditing Services – Bid and Award of Contract
 - [E.](#) Oakland County Interlocal Agreement for Election Services - Discussion
 - [F.](#) Proposed Charter Amendment Ballot Language – Property Tax & Special Assessments
 - [G.](#) Resolution Establishing Charter Amendment Ballot Language Proposal Language
 - H. Other Agenda Items
3. **Mayor and Council Comments**
4. **Public Comments**
5. **Adjourn**



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: June 21, 2021

RE: Applications for Vacated City Council Seat

The resignation of City Council Member Donna Stallings was received with an effective date of May 31, 2021.

Section 5.7 of the City Charter provides that the vacancy shall be filled within 60 days, by a majority vote of the remaining members of council, with the appointee holding office until the Monday following the election. At the election, the vacancy will be filled for the remainder of the unexpired term (November 2023). If not filled in 60 days, the vacancy for the unexpired term shall be filled at a special election.

This Council announced that it would accept applications for those interested in filling the vacancy. The deadline for applications was Thursday, June 17, 2021 at 4pm. Seven (7) applications were received before the deadline:

Avrohom Apt
Vickie Brockman Hall
Jalen Jennings
Mike Keenan
Dawn Medley
Michael Poole
Peter Stephan

After the application deadline, a submission was submitted by Maria Mannarino (resume only) and Greg Ruvuolo (application only).

The next election is the General Election being held on Tuesday, November 2, 2021. The outcome of this election will determine who completes the remainder of the unexpired term through November 2023.

Suggested Motion:

To appoint _____ to fill the vacant city council seat until Monday, November 8, 2021.



City of Lathrup Village

27400 Southfield Road
Lathrup Village, MI 48076
248-557-2600
www.lathrupvillage.org

APPLICATION FOR VACATED CITY COUNCIL SEAT

APPLICATION DEADLINE - THURSDAY, JUNE 17, 2021 AT 4:00PM

Date of Application: June 16, 2021

APPLICATION FOR VACANT CITY COUNCIL SEAT - TERM ENDING NOVEMBER 8, 2021

Section 5.1 - Eligibility for Office in the City

- Shall be U.S. Citizens
- Resident for at least 1 year
- Qualified and registered elector of the city
- Can not be in default to the City (water bills or property taxes)

Name: Avrohom A Apt			
Street Address: 17321 Margate Avenue	City: Lathrup Village	State: MI	Zip: 48076
Home Phone: 248-905-3902		Alt. Phone: 650-388-8003	
Email: avrohomapt@gmail.com			
Are you at least 18 years of age? Check one: Y ☒ N ☐	Are you a registered voter in Lathrup Village? Y ☒ N ☐	Have you been a resident of Lathrup Village for over 1 year? Y ☒ N ☐	

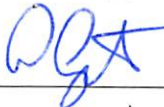
Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

I have been working in operations management for the last 15 years in many industries such as Real Estate, Construction, Medical Waste management and non-profit education.

In my current job, I am responsible for city and state inspections and to make sure we are in full compliance of rental and housing laws.

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

My parents showed me that things don't just happen by themselves. For my entire adult life, I have served on the board for my kids' schools and my synagogue. I see this vacant seat as an opportunity to see how I can help my city.


Applicant Signature

6/17/2021
Date

Return signed & completed application to:
CityClerk@LathrupVillage.org or

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

EXPERIENCE

North Empire LLC

February 2014 – Current

Barrington Holdings Group- General Manager

- Supervise staff of 10 employees and organize daily operations for 336 apartment units
- Collaborate in the hiring and training of new staff
- Monitor leasing and marketing data and advise leasing staff accordingly
- Review more than 50 applicant files monthly and determine eligibility for residency
- Generate weekly and monthly reports for corporate office and stakeholders
- Represent corporate office to address all tenants' issues and property's interests

Barrington Holdings Group- Assistant Manager

- Reduce resident receivables to less than 3%
- Reconcile 3 months of past inaccurate receipts and bank deposits while keeping flawless current records
- Responsible for onboarding all new employees to company software, policies and procedures
- Complete various required paperwork for 15 Public Housing Agencies
- Implement cloud systems to facilitate better team collaboration and real-time corporate reporting
- Create more than 20 legally binding forms to be utilized by multiple properties under corporate umbrella

Woodland Square Townhomes- Property Manager

- Increase occupancy to 97% through market research and creative marketing strategies
- Foster positive relationships with tenants, applicants, vendors and contractors
- Responsible for rent collection of 70 units, including handling court procedure and paperwork
- Reduce open maintenance issues 80% by prioritizing and coordinating staff
- Maintain proper inventory of supplies ensuring adherence to budget
- Responsible for accounts payable, accounts receivable and timely bank deposits

EA Davidovits & Co., Redwood City, CA

September 2013 – May 2014

Systems Writer

- Conducted extensive internal interviews to document dozens of systems and procedures
- Produced simple and concise step-by-step procedure manuals for field and office processes
- Designed forms to implement internal control and increase accountability
- Created comprehensive employee handbook outlining company standards and guidelines

JSN, Palo Alto, CA

August 2008 – June 2013

Director of Operations

- Developed innovative and targeted programs attracting more than 1,000 new clientele
- Strategically organized 20-25 profitable events annually
- Reduced operations costs by up to 30% through negotiating vendor contracts
- Oversaw development of digital and print marketing materials
- Created a positive work environment through coaching dozens of employees and volunteers
- Systemized task delegation, execution and tracking resulting in enhanced productivity

TECHNICAL SKILLS

- Proficient in MS Office suite (Excel, Outlook, Powerpoint, Publisher and Word) and Google Apps
- Experienced with Property management software (Entrata, Buildium, and Remote Landlord)

DR. VICKIE BROCKMAN HALL

18400 Wiltshire Blvd. ~ Lathrup Village, MI 48076 ~ ybrockhall1@yahoo.com ~ (313)999-8306

EXECUTIVE MANAGEMENT

Learning & Development ~ Employee/Labor Relations ~ Performance Management

Experienced and accomplished human resources executive with a proven track record of successfully integrating human resources processes into the DNA of the organization. Results-oriented, decisive leader who effectively executes organizational restructures, partners in strategic planning, develops and mentors identified “high potentials” within the organization while remaining focused on bottom line results. Possess a strong background in learning and development, training and facilitation of instruction, employee and labor relations, talent management, compensation and benefits, complemented by exceptional communications and interpersonal skills.

CORE COMPETENCIES

- ✓ Organizational Restructuring ✓ Facilitation Skills ✓ Decision Making
- ✓ Key Partnership Development ✓ Talent Management ✓ Cultural Development
- ✓ Team Building ✓ Change Agent ✓ Staffing Strategies

PROFESSIONAL EXPERIENCE

WAYNE STATE UNIVERSITY, DETROIT, MI

9/19 to present

Director Human Resources Operations

Responsible for overseeing human resources operations for seven colleges/divisions/schools within the university demographics. Provide strategies relative to human capital in the areas of succession planning, talent acquisition, retention (knowledge management system), and leadership training facilitation. Assist with developing leadership training curriculum. Provide guidance on labor and employee relations issues/concerns. Consult on contract language to ensure compliance. Work with faculty and staff on human resources related topics.

CLEARY UNIVERSITY, HOWELL, MI

01/21 to present

Part-Time Faculty & Curriculum Design

Provide facilitation and instruction to both undergraduate and graduate students in the areas of human resources management and compensation. Developed curriculum for eight-week collegiate courses in human resources with a focus on compensation, total rewards and metrics for performance management.

SOUTHFIELD PUBLIC SCHOOLS, SOUTHFIELD, MI

05/15 to 9/19

Assistant Superintendent, Human Resources, Legal & Labor Affairs

Serve on the Executive Leadership Cabinet. Responsible for oversight of all human resources functions within the school district. Provide leadership in the areas of talent management, benefits, compensation, employee relations, labor negotiations and human capital strategies. Responsible for oversight of district operations in the following areas: transportation, facilities, security, parent liaison and pupil accounting. Provide leadership development training and mentorship for district leaders. Provide strategic solutions for long term staffing incentives. Executed on the staffing design for district restructure, developed collaboration teams amongst employees to review and evaluate healthcare benefits, evaluation tools and financial overview. Successfully negotiated and completed four collective bargaining unit agreements resulting in an overall three percent impact to the district. Developed and executed a districtwide health wellness fair with continuing

Dr. Vickie Brockman Hall (Page 2)

bolt on components of wellness throughout the year. Developed quarterly newsletter to address current human resources trends and employee concerns.

BH & ASSOCIATES HUMAN RESOURCES CONSULTING

HUMAN RESOURCES CONSULTANT/COACH

01/14 to Present

Provide human resources consulting services with a direct focus on employee/labor relations and adult learning. Facilitate focus groups to garner feedback from employee groups to assist management teams with strategic planning on human capital. Provide executive coaching/mentoring services to leaders in small and large corporations, developing leadership skills in the areas of communication, performance management and employee relations. Develop training/professional development workshops relevant to current human resources and business management topics.

FULL TIME DOCTORAL STUDENT

5/13 to 2/14

Capella University

DETROIT PUBLIC SCHOOLS, DETROIT, MI

04/12 to 5/13

Chief Human Resources Officer (Executive Cabinet Member)

Direct and manage the Human Resources Department's operational and strategic planning processes. Provide overall leadership and direction to the HR team to maximize the strategic use of human resources throughout the District. Serve on the DPS Executive Team with responsibilities for delivering progressive and customer focused services and solutions that assist the District with meeting identified goals and objectives. Develop, track and control the annual operating and capital budgets for Human Resources. Operate in an emergency financial environment by providing cost containment methods for operation without losing maximum efficiencies. Recommend, plan and implement policies, objectives and activities consistent with DPS philosophy to ensure continuing operations, maximize efficiency and effectiveness that impacts the ability to increase staff productivity. Oversee and manage a professional staff of 44 team members. Areas of responsibilities include: Benefits and Compensation; Employee Health Services; Employee Relations; HRIS; Operations; Talent Acquisition; Professional Development and Labor.

COMCAST CABLE COMMUNICATIONS, SOUTHFIELD, MI

05/10 ~ 04/12

Regional Director Learning and Development

Provide executive leadership in learning and development for two regional markets within the organization (Michigan and Indiana). Provide strategic guidance in the areas of leadership and workforce development. Total employee population approximately 4,500. Oversight for a professional training staff of 25. Responsible for executing training plans developed to meet company objectives and goals. Provided leadership development instruction on topics geared at enhancing workplace initiatives that impacted the organization's human capital. Facilitated leadership instruction in a blended format. Experience working in the LMS environment.

HUMAN RESOURCES CONSULTANT

10/08 ~ 5/10

Design and develop workshops that target individuals seeking to gain reentrance into the workforce. These workshops consist of the following initiatives: time management, proper interviewing techniques, resume and professional development. Clientele consist of large non-profit organizations.

COMCAST CABLE COMMUNICATIONS, SOUTHFIELD, MI

5/95 ~10/08

Vice President, Human Resources (Midwest Division Office closed 10/08 all work realigned to New Hampshire)

Dr. Vickie Brockman Hall (Page 3)

Provide executive leadership in human resources for a 15,500-employee base telecommunications company situated in the Midwest region of the company. Led operations and strategic direction with full responsibility for overseeing field operations which included policy and procedure management, employee relations, labor relations, third party avoidance, mergers and acquisitions, long range planning, talent/diversity management, corrective action processes, employee surveys, employee engagement, compensation and benefits, workers compensation, safety and the implementation of HRIS (Human Capital Management-SAP).

Key Achievements

- Developed and introduced new policies that were instrumental in the development of consistent practices across the Midwest Division including but not limited to the open-door process, corrective action process, identifying and developing internal talent, initiated process (focus groups) for identifying vulnerable locations that displayed the potential labor organizing. Successfully functioned as the Human Resources liaison on several mergers and acquisitions that resulted in minimal impact to acquired employees
- Design staffing strategies, in compliance with company objectives, to ensure alignment with operational goals and strategies
- Successful Chief Negotiator on labor contracts with the CWA (Communications Workers of America) and IBEW (International Brotherhood of Electrical Workers) resulting in less than 2% increases in wages and benefits
- Developed successful programs that were instrumental in preventing third party intervention (i.e. focus groups, surveys, employee participation)
- Led effective strategies with regards to third party intervention
- Developed/implemented Detroit Public School basic introduction to cable curriculum designed to recruit, retain and build a workforce pipeline for cable installers

OTHER KEY POSITIONS HELD AT COMCAST CABLE COMMUNICATIONS:

August 2002 ~ August 2004	Sr. Director Human Resources
March 2000 ~ August 2002	Director Human Resources (Detroit Area Office)
May 1995 ~ March 2000	Manager Human Resources (Detroit Area Office)

Education and Credentials

DOCTOR OF PUBLIC ADMINISTRATION (PUBLIC SERVICE LEADERSHIP) - DPA – Capella University, Minneapolis, Minnesota

MASTERS OF BUSINESS ADMINISTRATION (MBA) ~ University Of Detroit Mercy, Detroit, MI

BACHELORS OF BUSINESS ADMINISTRATION (BBA) ~ Eastern Michigan University, Ypsilanti, MI

Certified PDI 360 Profilor Coach

Public Arbitrator – FINRA Corporation – November, 2016 ~ Present

Dr. Vickie Brockman Hall (Page 4)

Professional Memberships

Alpha Kappa Alpha Sorority, Inc.

Society for Human Resource Management

National Association for African Americans in Human Resources

College and University Professional Association - HR

Trustee, Eastern Michigan University Foundation (former position)

Trustee, Hartford Memorial Baptist Church

Board Member, Sweet Dreamzz (former position)

Awards and Recognition

Alumni, Betsy Magness Leadership Institute

Recipient Carla Laufer Cable Achievement Award, Michigan Chapter of Women in Cable
TV

Leadership Comcast

Recipient Comcast HR Excellence Award, Value Added Programming

Recipient of the Most Influential Black Women in Metropolitan Detroit Award



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Date of Application: 6/17/2021

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Name: Vickie Brockman Hall			
Street Address: 18400 Wiltshire Blvd	City: Lathrup Village	State: MI	Zip: 48076
Home Phone: 313-999-8306		Alt. Phone: 248-262-7612	
Email: vbrockhall1@yahoo.com			
Are you at least 18 years of age? Check one: Y ☒ N ☐	Are you a registered voter in Lathrup Village? Y ☒ N ☐	Have you been a resident of Lathrup Village for over 1 year? Y ☒ N ☐	

Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

Former executive administrative employee (Human Resources) of Southfield Public Schools; current executive employee (Human Resources) of Wayne State University; member/leader/board member within a chapter of Alpha Kappa Alpha Sorority, Inc.; past board member Sweet Dreamzz non profit; former board trustee Eastern Michigan University Foundation; Part-time faculty member Cleary University

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

In addition to the information provided above, I have served on a number of committees and associations.

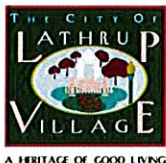
Vickie Brockman Hall
Applicant Signature

6/17/21
Date

Return signed & completed application to:

CityClerk@LathrupVillage.org or

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



City of Lathrup Village

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RECEIVED

JUN 17 2021

CITY OF LATHRUP VILLAGE

APPLICATION FOR VACATED CITY COUNCIL SEAT

APPLICATION DEADLINE - THURSDAY, JUNE 17, 2021 AT 4:00PM

Date of Application: 6/17/21

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Section 5.1 - Eligibility for Office in the City

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Name: <u>Jalen Jennings</u>			
Street Address: <u>18921 Eldorado Pl</u>	City: <u>Lathrup Vlg.</u>	State: <u>MI</u>	Zip: <u>48076</u>
Home Phone: <u>248-552-8033</u>		Alt. Phone: <u>248-469-2255</u>	
Email: <u>hello@JalenJennings.com</u>			
Are you at least 18 years of age? Check one: Y ☒ N ☐	Are you a registered voter in Lathrup Village? Y ☒ N ☐	Have you been a resident of Lathrup Village for over 1 year? Y ☒ N ☐	

Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

See resume

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above. See resume

Jalen Jennings
Applicant Signature

6/17/21
Date

Return signed & completed application to:

CityClerk@LathrupVillage.org or

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



JALEN C. JENNINGS
 18921 Eldorado Place
 Lathrup Village, MI 48076
 (248) 469-2255
 hello@jalenjennings.com



June 16, 2021

Dear Lathrup Village City Council,

I am a lifelong resident of Lathrup Village, raised on a quiet cul-de-sac by my mother and father in a home built on love where I could always count on my neighbors to look out for and help each other. The foundation of my upbringing is Family, Stability and Faith in God. Growing up in a loving and close-knit community like Lathrup Village shaped me into a caring young man with a desire to serve. Living in a home built on love taught me to always make people feel welcomed and to be a great host. I was raised to take great pride in my home and property. In addition, my neighbors have always demonstrated that same pride. I want to shine light on what a thriving community we are.

In 2018, I graduated from Tennessee State University in Nashville, Tennessee with a Bachelor of Science in Urban Studies and a minor in Nonprofit Management. My educational background as well as my experience working in the area of urban planning and transportation as well as my current role as liaison for Detroit Council Member At Large Janeé Ayers makes me especially suited to help Lathrup Village grow in a sustainable and stable way, represent the needs of residents, and advocate for what's in the best interest of the community.

I have strong organizational and leadership skills and thrive in collaborative environments. I have always prided myself on my ability to listen to multiple points of view and my ability to be creative in problem solving. Having worked in the areas of urban development and transportation, I am intimately familiar with prioritizing deadlines and keeping projects on track.

It would be an honor to serve this city that I love so much as a member of Lathrup Village City Council. If appointed I promise to always represent Lathrup Village with pride, integrity, and heart.

Sincerely,

Jalen Jennings





PROFILE

Lifelong resident of Lathrup Village seeking to contribute to the city through public service. Passionate about preserving and protecting the standard of living for Lathrup Village residents and attracting businesses that tend to the community. Dedicated to helping residents and representing Lathrup Village with pride, integrity, and heart.

EDUCATION

Milchuer College

Master of Science in Computer Science

- Tennessee State University, Nashville, TN
- Bachelor of Science
- Urban Studies / Minor Nonprofit Management
- Degree earned, 2018

COMMUNITY INVOLVEMENT

- Assisted with Lathrup Senior Brunch (June 2021)
- Organized Detroit Council Member Janeë Ayers Family Fun Day (August 2019)
- Organized Detroit Council Member Janeë Ayers Thanksgiving turkey donation (November 2020)
- Helped to organize the annual Day of Hope at Oasis of Hope Christian Church.
- Lead Ambassador for Andrew Goodman Foundation, which seeks to make young people active and engaged citizens in the political process. (2015-2018)
- Volunteer for Meals on Wheels and Forgotten Harvest.
- Member of Southfield/Lathrup Democratic Club.

ENDORSEMENTS

- Southfield/Lathrup Village Democratic Club
- Southfield School Board Secretary Leslie Love Smith-Thomas
- Southfield School Board Trustee Amani Johnson
- Detroit City Council At Large Member Janeë Ayers

EXPERIENCE

Detroit City Council - Detroit, MI

Council Member At Large Janeë Ayers

Community Liaison

October 2018 - Present

- Liaison between Council Member Ayers and Constituents of the City of Detroit to ensure that her constituents not only have the information they need, but also that they understand it and can make informed decisions.
- Organize and execute monthly community events for constituents to engage with Council Member Ayers.
- Actively manage, improve, and monitor constituent complaints and concerns and work with constituents and city personnel to provide solutions.

Commonwealth of Virginia - Fairfax, VA

Department of Transportation and Land Use

Intern

June 2017 – August 2017

- Prepared and assisted in meetings to find and develop solutions for critical infrastructure issues such as road repair, drainage improvements, and failing sanitary sewers.
- Acted as a liaison between the Virginia Department of Transportation and elected officials to help respond to citizen's requests and safety concerns and facilitate solutions for issues such as potholes, downed trees, drainage problems.
- Helped to identify and evaluate traffic engineering problems.

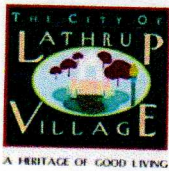
Tennessee State University - Nashville, TN

Planning, Design and Construction Department

Intern

February 2017 – May 2018

- Helped digitally preserve architectural drawings by converting them for archival files in order to make them more accessible to the project management team.
- Assessed and distributed pay applications for contractors.
- Assisted in developing plans for projects such as the newly constructed health sciences building..
- Shadowed and coordinated meeting/field visits with various project managers and architects in the office.



City of Lathrup Village

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Item 2A.

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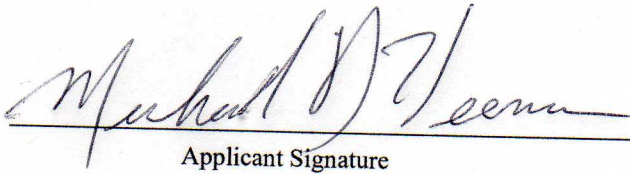
- Shall be U.S. Citizens
- Resident for at least 1 year
- Qualified and registered elector of the city
- Can not be in default to the City (water bills or property taxes)

Name: Michael D. Keenan			
Street Address: 18841 Saratoga Blvd	City: Lathrup Village	State: MI	Zip: 48076
Home Phone: 586-634-8776		Alt. Phone:	
Email: drunkenolives@gmail.com			
Are you at least 18 years of age? Check one: Y ☒ N ☐	Are you a registered voter in Lathrup Village? Y ☒ N ☐	Have you been a resident of Lathrup Village for over 1 year? Y ☒ N ☐	

Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

Board of Directors, Berkley Instrumental Band Boosters
Supervisory Committee, Christian Financial Credit Union

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.


Applicant Signature

6-11-2021
Date

Return signed & completed application to:

CityClerk@LathrupVillage.org or
Lathrup Village City Clerk, 27400 Southfield Road, Lathrup Village, MI 48076

Michael D. Keenan

18841 Saratoga Blvd Lathrup Village, MI 48076

Mobile Phone: (586) 634-8776

mikekeen@comcast.net

Senior Information Technology Architect

Results oriented technologist with 20+ years' experience in creating and delivering information technology solutions to major enterprises utilizing Pivotal Cloud Foundry, UNIX/Linux, Windows, and Java technologies. Demonstrated ability to architect complete solutions to complex business problems. Skill at articulating complex technical concepts to technical and business professionals. Well versed in a wide variety of information technologies and methodologies with a proven ability to master new tools, methodologies and technologies quickly. Self starter with excellent communication and presentation skills. Experience in managing teams in large and complex delivery projects.

Objective

Seeking a challenging Senior Information Technology Architect opportunity that will allow me to use my experience and knowledge to implement a company's business strategy and benefit my own professional career.

Areas of Expertise

- Systems Design
- Capacity Planning
- Virtualization and Consolidation
- High Availability and Clustering Solutions
- Storage Infrastructure
- Data Center Transformation
- Data Center Migrations
- Performance Evaluation and Troubleshooting
- System Implementation
- ITIL Certified
- TOGAF
- Agile and Waterfall Development
- Developing contextual, conceptual, logical, and physical architecture deliverables

Technologies

Platforms	Pivotal Cloud Foundry, MS Azure Services, Linux (RedHat, SUSE, Ubuntu, Oracle Enterprise Linux), Windows, VMware (ESXi, Workstation), Solaris
Languages	Java/J2EE, C/C++, Fortran, Bourne and C Shell
Applications	Oracle and SQL Server DB, WebLogic and TomCat Java Application Servers, IIS .Net Application Server, SharePoint, various Unified Communications platforms, various Innovation and Crowd Sourcing Applications, TeamCenter Engineering, TFS, Jenkins, CARA, CHEF, ELK

Professional Experience

General Motors Corp, Warren Michigan

05/2006 - Present

Principal Architect

2016 - Present

Responsible for the oversight architecture, technical direction and architecture team resources for two Product Development business units: Global Design/Visualization/Collaboration and Product Development Business and Safety Systems.

Key Achievements

- Management and technical direction for approximately thirty to forty active projects.
- Evaluation and selection of next generation immersive software and hardware supporting Design's virtual reality math-based Design objectives
- Migration of business hosted render and animation farms to a centralized 36 node Data Center hosted cluster supporting full business continuity and real time compute/memory provisioning
- Implementation of new product development timing and management system replacing legacy mainframe applications

Sr. System Architect

2015 – 2016

Responsible the technical direction of Global Design, Visualization, and Collaboration business unit's solutions. Worked with key supporting IT organizations such as global infrastructure, identity management, and Corporate IT security to deliver improved business value and increased application and data security for some of the most sensitive GM product information

Key Achievements

- Implementation of the largest private North American Additive Manufacturing environment support 3D printing for product prototyping.
- Implementation of a digital portfolio management system replacing a cumbersome, insecure business process that improved not only information security but provided just in time data for GM executive management to make quicker and more accurate portfolio decisions.

Sr. Infrastructure Architect

2012 – 2015

Responsible for managing the Global GM infrastructure standards and reviewing all GM IT Projects for compliance to those standards. Lead the data center transformation initiatives for consolidating 23 global data centers into two Southeast Michigan based datacenters.

Key Achievements

- Closed 10 remote data centers
- Migrated thousands of applications to GM's newly provisioned Enterprise Data Centers
- Re-hosted hundreds of applications into centralized VMWare clusters

Mike Keenan

Page 3

Sr. Architect and IT Manager

2006 – 2012

Responsible for setting Global Product Development's global strategic infrastructure and application technology direction, vendor management, and adherence to GM global IT Standards direction. Key areas of my responsibility were Global Design, Research and Development and Collaboration tools.

Key Achievements

- Implementation of GM's first commercial off the shelf real time visualization system. CIO Award winner 2007
- Implementation of GM first crowd sourcing system to collect production innovation ideas and integrate them into the product development life cycle
- Recommended a strategy implemented in 2014 for improving Research and Developments ability to develop outside the box solutions that did not violate current IT standards and directions.
- Responsible for architecture and operations of GM's SharePoint and Instant Messaging Platforms
- Responsible for the management of Microsoft's on-site support and engineering resources.

BearingPoint, Troy Michigan

12/2004 – 05/2006

Sr. Technical Architect, GMAC

Staff augmentation for the GMAC Technical Management Office for GMAC Global Data Center Architecture and Operations Teams. Responsible for high-level infrastructure solutions and functions comprehending how applications, security, information management integrate into overall current and planned architecture framework.

Key Achievements

- Infrastructure lead for GMAC Dealer and Consumer Portals, implementing on a middleware software stack based on Sun JES Portal, LDAP, and WebServer products, WebLogic J2EE App Server, and Oblix Identity System
- Vendor Management
- Project management to drive implementation process and infrastructure

Miracle Software Systems, Inc., Southfield Michigan

03/2004 – 12/2004

Sr. Infrastructure Architect

Lead Infrastructure Architect for Ford Management Systems Business Unit. Management Systems encompasses Human Resources, Office of General Council, Accounting, Finance, and Tax Divisions.

Key Achievements

- Development of global strategies, standards, patterns, and processes
- Infrastructure Architect for internal IT projects for ITIL enabling infrastructure project based on Peregrine ServiceCenter and IBM's Rational Configuration Management Suite
- Interface with business community and provide ongoing status to IT Management to ensure the delivery of all scalable infrastructures

Mike Keenan

Page 4

Sun Microsystems, Inc., Southfield Michigan

09/1995 – 03/2004

Technical Consultant specializing in Infrastructure and Application Design. Involved in all aspects of the sales cycle including presentations/demonstrations, business analysis, RFP/RFI response, benchmarking, sales strategy development and execution, project planning, and pre and post-sales account management.

Sr. IT Architect - EDS Global Account Team

2003 - 2004

- Lead Architect in Detroit engaging with EDS as a business partner at multiple levels (e.g. Directors, Managers, Architects, Engineers)
- Developed the initial infrastructure deployment model for General Motors' global Siebel CRM roll out. (Value to Sun ~ 10 Million Dollars)

Sr. Systems Engineer - General Motors Global Account Team

2001 – 20034

- Lead Infrastructure Architect for shared Service Oriented Compute Environments for COTS software such as Oracle DB, SeeBeyond Integration Server, BEA WebLogic, and SAS
- Shared services deployments reduced technology acquisition costs and increased the speed of deployment for GM. (Value to Sun ~5.5 Million dollars)
- Lead Infrastructure Architect for redesign of GM's Production Order Management System (ePOMS). (Value to Sun ~4 Million dollars)

Sr. Systems Engineer - Chrysler Global Account Team

1999 – 2001

- Lead Systems Engineer in the development of the infrastructure for i2 Supply Chain Planner deployment. (Value to Sun ~2 Million dollars)
- Engineered the consolidation of Chrysler's North American Lotus Domino Server environment from 16 servers to 2 servers-saving Chrysler thousands of dollars in maintenance and operational costs. (Value to Sun ~2 Million dollars)

Systems Engineer - Commercial and Utility Accounts

1997 – 1999

- Multiple business solutions at Kelly Services, Comerica, Gordon Food Services, VW/Gedas, DTE Energy, Compuware
- Systems Engineer responsible for the first Sun Infrastructure in an all HP Datacenter at DTE for the rollout of multiple SunONE/iPlanet Software solutions.
- Lead Systems Engineer in the design of ERP Infrastructure for Fanuc Robotics and Zenith Systems Baan Applications MRP deployment. (Value to Sun ~3 Million dollars)

Systems Engineer - Healthcare Vertical

1995 – 1997

- Systems Engineer for healthcare organizations St. John Health System, Henry Ford Health System, Mt. Clemens General Hospital, HAP, Blue Cross/Blue Shield, Medaphis
- Technical speaker at multiple healthcare forums (H.I.S.A. and HIMMS) in SE Michigan

Mike Keenan

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St. John/Ascension Health System, Detroit Michigan

12/1993 – 09/1995

Program Manager Desktop Deployment

02/1994 – 09/1995

A high profile, business critical program involving the rapid deployment (within a year) of over 2,000 Microsoft Windows, single sign-on desktops and the supporting UNIX, NT, and Novell servers throughout St. John Health System's multiple campuses and physician offices.

- Recruit and supervise St. John personnel and supplemental contractual staff (~20 people)
- Management of a three-million-dollar program budget, vendor contracts, and client relationships
- Develop & deliver quality education programs to employees of St. John Health System

Enterprise Architect

12/1993 – 02/1994

- Develop, design, publish, and insure the implementation of the Enterprise System Architecture Standards for St. John Health System as it applies to desktops, servers, mainframes, Internet/intranet, LAN/WAN topologies & protocols.
- Recruit, Lead, and develop the Open Systems (Unix/Windows/DBA) technical support team.

WORLD COMPUTER CORPORATION

10/1991 – 12/1993

Sr. Systems Programmer & DBA

- Direct report to Vice President of Research & Development
- Development of sophisticated n-tier, socket-based client/server system and application programs for UNIX/Sybase financial systems such as ATM, Daily Maintenance, Credit Card, and IRA sub-systems in C, C++, SQR, and SQL
- Design and tuning of UNIX systems and RDBMS

MICHIGAN MULTIPLE LISTING SERVICE

02/1988 – 10/1991

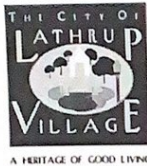
MMLS is a supplier of service bureau and turn-key computer systems to Boards of Realtors and Multiple Listing Services for the Real Estate industry.

Key Achievements

- Hired as Sr. Programmer/Analyst; promoted to Manager of Software Development in December 1988; promoted to Manager of Information Systems in April 1990.
- Management of programming, customer support, training, and operations Staff
- Development of a new listing management, membership management, and publishing system
- Organize and attend industry trade shows for demonstration and marketing of system nationwide

Education

- Eastern Michigan University, Ypsilanti, MI
- Bachelor of Business Administration
- Major: Operations Research and Information Systems
- G.P.A.: 3.3 of 4.0 overall; 3.6 of 4.0 in major



City of Lathrup Village

27400 Southfield Road
Lathrup Village, MI 48076
248-557-2600
www.lathrupvillage.org

APPLICATION FOR VACATED CITY COUNCIL SEAT

APPLICATION DEADLINE - THURSDAY, JUNE 17, 2021 AT 4:00PM

Date of Application: 6/13/2021

APPLICATION FOR VACANT CITY COUNCIL SEAT - TERM ENDING NOVEMBER 8, 2021

Section 5.1 - Eligibility for Office in the City

- Shall be U.S. Citizens
- Resident for at least 1 year
- Qualified and registered elector of the city
- Can not be in default to the City (water bills or property taxes)

Name: Dawn Medley			
Street Address: 18609 Rainbow Dr.	City: Lathrup Village	State: MI	Zip: 48076
Home Phone: 417-268-5246		Alt. Phone:	
Email: dawnsmedley@gmail.com			
Are you at least 18 years of age? Check one: Y ☒ N ☐	Are you a registered voter in Lathrup Village? Y ☒ N ☐	Have you been a resident of Lathrup Village for over 1 year? Y ☒ N ☐	

Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

See attached page

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

See attached page


Applicant Signature

6/13/2021
Date

Return signed & completed application to:
CityClerk@LathrupVillage.org or
Lathrup Village City Clerk, 27400 Southfield Road, Lathrup Village, MI 48076

Dawn Medley application answers for vacant city council seat

- 1) In my current position, I have oversight of over \$350 million dollars in federal and institutional dollars. I lead federal compliance issues and manage a staff of over 100 in a highly complex, unionized environment. I also have served as a lead to secure a 30-million-dollar HUD grant with the Detroit mayor's office to revitalize the north Corktown area. I have committee, board, and service organization leadership experience. I also currently serve as Governor Whitmer's appointee on the statewide Food Security Council. I am an active and informed member of our LV family. I have three college degrees and am currently completing my dissertation for my fourth so I have a good understanding of research and utilize critical thinking in my decision making. I am also creative and conceptualized/launched the Heart of Detroit Scholarship program as well as the Warrior Way Back program. I have also been responsible for the administration and distribution of all CARES/HERF/American Recovery monies.
- 2) Additional qualifications-I have previously served on city wide committees prior to moving to Lathrup Village, study groups, and through volunteer opportunities. My work in Lathrup Village was to serve as a member of the marijuana study group to determine if retail outlets should be allowed in the village. I spent close to 40 hours reading documents on the tax benefits, contacting other facilities in our area, looking at the funding formula, touring different types of facilities, and learning about the case study in Colorado.

Given my long and public record for social justice, education, community activism, and understanding of our community, I believe that I would make an excellent choice to fill this vacancy at this moment in time.

Dawn S. Medley

18609 Rainbow Drive Lathrup Village MI 48076 • (417) 268-5246 (c) • dawnsmedley@gmail.com

Academic Executive Leader | Innovator & Creator

Accomplished professional and proactive communicator nationally recognized for a strong commitment to advocacy, diversity, social justice, access, and innovation. Trusted leader with 20+ years of experience creating programs and strategies to achieve individual, team, and institution-level objectives. Unifies cross-functional teams in a cadence that enables seamless operations and optimizes efficiency. Demonstrated ability to reduce costs and increase revenue while driving recruiting, brand awareness, and improved academic success of students. Inspiring professional skilled in maximizing team dynamics and harnessing operational drivers to deliver results. Leader with a mission-driven focus and aptitude for connection and inspiration.

- Integrated Enrollment Management Strategies
- Artificial Intelligence
- Degree Pathways
- International Admissions Policies & Processing
- Graduate/Professional Admissions & Recruitment
- Program Creation & Management
- Budgeting & Resource Planning
- Leadership Development
- Student Success Strategies
- Reverse Transfer
- Diversity & Inclusion
- Board, Executive, & Stakeholder Communications
- Comprehensive Communication Planning
- Retention Strategy Specialist
- Community Engagement
- Scholarship & Financial Aid Policies & Administration
- Enrollment & Retention Planning
- Demographic & Statistical Analysis
- Regulatory Compliance (Title IV Funding, ADA, FERPA, DOE, Immigration/SEVIS)
- Adult Student Re-engagement

SELECT PROFESSIONAL ACHIEVEMENTS

- *Secured \$350,000 Kresge Fund grant for expansion of Warrior Way Back student support*
- *Served as WSU Lead for Detroit Choice Neighborhood Initiative for \$30 million grant from HUD*
- *Oversight/Strategy for awarding of almost \$50 million in HERF/American Recovery Monies*
- *Achieved over \$1.6 million in ROI within 24 months by designing and implementing the Warrior Way Back program which was a first in the nation past-due student debt forgiveness program that has been explored by more than 100 institutions and community/non-profit organizations*
- *Conceptualized, created, and implemented Heart of Detroit Tuition Pledge to fund every admitted student in the city of Detroit with a last dollar in scholarship to inspire a college going mindset*
- *Conceptualized, created, and implemented KickStart program for almost 600 incoming new students to increase yield in the Fall 2020 class and launch them successfully into an online environment during Covid-19*
- *Grew incoming full-time freshmen cohort in fall 2020 by 5% while funding almost 50% of the incoming class with zero out of pocket expense through innovative financial aid/scholarship practices with a positive NTR and lowered discount rate*
- *Grew the African-American FTIAC students by 55% and Latinx FTIAC students by 17% for Fall 2020 during Covid-19*
- *Increased applications to become one of the top 10 institutions recognized nationally for application growth*
- *Co-authored and secured Lumina Talent Hub designation, as a partner with the Detroit Drives Degrees*
- *Significantly increased enrollment and financial aid opportunities of first generation, low-income, and under-represented students at multiple institutions*
- *Increased student applications and enrollment by 29%-106% for multiple institutions by creating and implementing highly effective recruiting and marketing strategies*

PROFESSIONAL EXPERIENCE

ASSOCIATE VICE PRESIDENT, ENROLLMENT MANAGEMENT Wayne State University

2016 – Present

Directs day-to-day operations and strategic planning for EM Division (150 ft/pt staff) overseeing Office of Undergraduate Admissions, Office of Student Financial Aid, Enrollment Service Center, On-line Engagement, CRM, Welcome Center, NCAA compliance in recruiting and aid as well as incoming student marketing campaigns, bridge program admission, orientation outreach, retention efforts, emergency grants, as well as supporting graduate and professional school outreach, admissions, and scholarships. Oversees Title IV financial aid and merit scholarship functions representing more than \$357 million annually. Chief Enrollment/Financial Aid Officer. Member of Provost's senior leadership staff with responsibilities for Board of Governor's presentations, state government support, as well as community liaison for k-12 programs and philanthropy.

Select accomplishments:

- Recruited three largest incoming FTIAC Classes in WSU's 152-year history
- Moved all yield & orientation reservations and activities to a virtual platform while increasing FTIAC yield almost 3%
- Restructured financial aid operations to improve efficiency; expanded programs for marketing, recruitment, demographic analysis, communications, and adult populations; redesigned merit scholarship program which improved retention and graduation rates
- Partnered with Detroit Chamber of Commerce to secure Lumina Talent Hub designation
- Aligned the Office of Undergraduate Admissions to achieve President's strategic plan, significantly growing the undergraduate population and doubling the Net Tuition Revenue (NTR) of the freshmen class to more than \$24 million while recruiting the three largest freshmen cohorts in WSU's 152-year history
- Utilized AI to engage prospective students and created the Detroit ED411 Spirit Chatbot and led APLU expansion of the technology to Cleveland and New Orleans while securing grant funding-now expanding statewide in partnership with MCAN and Governor's 60 by 30 commission
- Recipient of several Kresge, Lumina, and APLU grants focused on student success and retention
- Last Mile Education Foundation Advisor for Initial Seed Funding Process and Advisory Board Member
- Conceptualized and launched centralized k-12 program marketplace for summer program enrollment and promotion
- Warrior Way Forward Corporate Recruitment Partnership Creation
- Detroit Mayor's Office Promise Neighborhood Grant Author/WSU Liaison (3.7 million) Current Hud Finalist (3/20)
- Admit-Hub National Co-Convener for Higher Education Roundtable for Covid-19 Task Force
- Reach Higher Group-Higher Education Advisor
- ASU/GSV-Higher Education Advisor
- Wiser-Higher Education Advisor/Strategist
- Provost Academic Leadership Academy Mentor and Speaker 19/20 and 20/21
- Secured, implemented, supported, and hosted CSForAll Summit, a national initiative that empowers students with computer science skills to thrive in the digital economy; the summit brought more than 14,000 unique visitors to the university through on-campus and webcast program participation
- Expanded partnerships and relationships with Michigan College Access Network (MCAN), Detroit College Access Network, (DCAN), Detroit Drives Degrees, Educause, RaiseMe, AdmitHub, and Detroit Public Schools
- Restructured One Stop operations and coordinated orientation resources to improve efficiency and student experience
- Secured Kresge Foundation funding to provide relief of short-term financial hardships which enabled and increased student retention while creating WSU's first student emergency fund
- Conceptualized and launched Pell Eligible student laptop program for incoming students
- Conceptualized and launched Warrior Wardrobe to provide professional and daily wear clothing for students in need

DEAN OF ENROLLMENT/VICE-PRESIDENT/CHIEF ENROLLMENT/FINANCIAL AID OFFICER St. Andrews University

2015 – 2016

Served on the President's Council and as the senior enrollment management officer steering operations of the Office of Administration, Office of Financial Aid, and graduate, online and international recruitment. Supervised and trained director level staff and managed budgets of \$15+ million. Led Student Exchange and Visitor Program (SEVIS), financial aid, and state audit compliance efforts as well as all incoming student orientation and on-boarding. NAIA compliance liaison. Supervised off-site instruction, housing, student affairs, online services, mailing, facilities, and marketing.

Select accomplishments:

- Created new telecounseling initiative and developed a new communication plan for recruitment, new financial aid processing procedures, and redesigned outreach publications and the recruitment website
- Redesigned recruitment visit days, analyzed yield data of campus visits and outreach efforts, and collaborated with division leaders to enhance student recruitment success while increasing NTR
- Implemented recruitment and marketing strategies, resulting in a 54% increase in admission applications
- Conducted demographic analysis and scholarship reviews to implement a new financial aid/scholarship matrix and redefine recruitment territories

VICE PRESIDENT, ENROLLMENT MANAGEMENT/CHIEF ENROLLMENT/FINANCIAL AID OFFICER 2013 – 2015
Warren Wilson College

Served as an officer and member of the President's Advisory Council. Shared governance committee responsibilities and engaged with Board of Trustee members. Oversaw Undergraduate Admissions, Financial Aid, Orientation, International Admissions and Marketing departments and resources, including budgets of \$15 million. Established annual enrollment plans, goals, and targets for undergraduate and international recruitment. Oversaw SEVIS, I9, and visa processing for international students. Supervised, mentored, and trained director level staff. Implemented effective strategies to achieve short and long-term strategic goals.

Select accomplishments:

- Designed and implemented the financial aid and scholarship awarding structure which increased freshmen enrollment by 6% and generated an NTR increase of \$1.4 million, while also yielding improved GPA and testing averages
- Implemented paperless processing, telecounseling, high school visit database, and Salesforce/TargetX CRM which improved efficiency, data and outreach tracking, and reporting functions
- Redesigned website, along with marketing and direct mail communication strategies to improve recruitment outcomes and maximize student reach and awareness

DIRECTOR, STUDENT SERVICES/ASSISTANT PROFESSOR 2012 – 2013
Missouri Valley College

Created, supervised, and directed all aspects of student retention under newly implemented Student Success Model. Steered operations of the learning center, writing center, tutoring services, developmental education, ADA compliance, student orientation, freshmen seminars, curriculum development, ESL instruction, alert monitoring, parent communication, and academic advisement. Supervised faculty and provided leadership to resolve academic issues, referrals, and interventions, and assisted with monitoring and responding to athletic academic expectations and requirements.

Select accomplishments:

- Led staff in more than 800 academic strategy intervention meetings which drastically improved student success metrics
- Steered operations of a new retention division which improved service offerings and retention of at-risk and incoming students
- Recommended admission standards which enhanced retention efforts based on data collection and analysis

VICE PRESIDENT, ENROLLMENT SERVICES/CHIEF ENROLLMENT OFFICER 2008 – 2012
Forest Institute

Appointed to President's Task Force for strategic planning and served as FERPA Officer and IPEDS contact. Directed web development, social media, marketing, facilities, special events, media interaction, Board of Trustee events, graduation, admission, financial aid, registrar, international student visas, student advisement, orientation, ADA compliance, enrollment, counseling, housing, instructional technology, library services, student affairs, and alumni affairs. Developed a marketing plan inclusive of rebranding, revamping direct marketing strategies, redesigning website, and revising community outreach programs to improve effectiveness and efficiency. Oversaw catalog, policy, and handbook revisions and publication. Supervised hardware and software procurement, implementation, and maintenance.

Select accomplishments:

- Increased student enrollment by 106% after creating and implementing a new recruitment plan for the admissions team
- Developed comprehensive marketing plan for the Robert J. Murney Clinic, practitioners, and St. Louis site which increased revenue and led to a full merger with the largest mental health institute in southern Missouri
- Implemented quality data initiative that improved data entry processing for admissions, registrar, and financial aid offices and expanded use of CAMS SIS to improve accuracy of reporting

- Guided transition to direct lending for the financial aid office
- Implemented MOVECHS background check protocol for applicants, practicum students, and interns
- Collaborated with academic team to secure MDHE/HLC recognition for three additional degree programs

DIRECTOR, ADMISSIONS/CHIEF ENROLLMENT OFFICER

2003 – 2008

University of Arkansas

Led and managed the Admissions program, including telecounseling, strategic planning for enrollment, direct mail, territory management, long range planning, marketing and events, freshmen class scheduling/FTE model, organizational redesign, infrastructure development, and publication cycles with oversight of 35+ full-time staff, 28+ part-time staff, and \$4.2 million aggregate budgets. Created partnerships with financial aid, testing, student affairs, registrar, orientation offices, college advisement team, university relations, athletics, alumni, and treasury. NCAA compliance officer for admission and financial aid.

Select accomplishments:

- Achieved a 29% growth in incoming students with no increase in scholarship expenditure
- Established policy for processing undocumented students and applicants with criminal records
- Improved technology capabilities by implementing Hobson's CRM and Peoplesoft software, ensuring efficiency and improved data capture and reporting
- Achieved \$200,000 in cost savings within 12 months by restructuring office operations, staff responsibilities, and travel territories while building a strong team and driving cohesion and collaboration
- Successfully lobbied legislators to create voluntary ACT testing for high school juniors to align with k-12 education reform

ADDITIONAL EXPERIENCE

ASSOCIATE DIRECTOR, ADMISSIONS, Southeast Missouri State University

COORDINATOR, ADMISSIONS & FINANCIAL AID, Missouri S & T

HIGH SCHOOL COUNSELOR/COORDINATOR, Illinois Math and Science Academy

HONORS & AWARDS

2021 MICHIGAN ASSOCIATION FOR COLLEGE COUNSELING-ACHIEVEMENT AWARD WINNER

2020 NATIONAL STUDENT CLEARINGHOUSE RESEARCH AWARD WINNER AACRAO SEM

2020 GUBERNATORIAL APPOINTMENT TO MICHIGAN FOOD SECURITY COUNCIL

2020 MICHIGAN COLLEGE ACCESS NETWORK (MCAN) FLEET AWARD WINNER

2020 SPIRIT OF COMMUNITY AWARD- OUTSTANDING STAFF WINNER-WAYNE STATE UNIVERSITY

LEADERSHIP DETROIT CLASS LXI

2019 APLU INNOVATION AND ECONOMIC DEVELOPMENT TALENT AWARD

2018 APLU DEGREE COMPLETION AWARD

2018 MOTH STORYTELLING CITY-WIDE DETROIT GRAND SLAM WINNER

2018 & 2019 APLU COLLABORATIVE GRANT RECIPIENT

Staff Leadership Award-Joplin Tornado Response Leader-Forest Institute

OUTSTANDING SERVICE AWARD, MS&T (University of Missouri-Rolla)

OUTSTANDING NEWCOMER AWARD, Missouri Association for College Admission Counseling (MOACAC)

PROFESSIONAL AFFILIATIONS, ACTIVITIES, & LEADERSHIP

Detroit Diploma Equity Advisory Council-Diploma Equity Project

Black Leaders Detroit Advisory Board-Black Leaders Detroit

City of Detroit Choice Neighborhood Grant Task Force-Mayor Mike Duggan-City of Detroit

Detroit Drives Degrees Leadership Group, Detroit Chamber of Commerce

Executive Leadership Board, Michigan College Access Network (MCAN)

Executive Leadership Board, Detroit College Access Network (DCAN)

Urban Cluster Financial Aid Lead & Student Success Leader, Association of Public and Land-Grant Universities (APLU)

Designation/Grant Recipient, Lumina Talent Hub
Admission Selection Committee, Illinois Mathematics and Science Academy
MI Selection Committee- National Center for Women & Information Technology
Last Mile Education Fund Start-Up Board Member and Grant Advisor
Committee Member, Lumina Convening Program
Executive Leadership Board, Wayne County Advisory Board
Advisory Board, AdmitHub
Strategic Advisory Board, RaiseMe
Delegate, Former Advisory Board, College Board
Committee Member, WSU Diversity and Inclusion
Wayne Women Lead, Mentor
Board Member, ACT Enrollment
Committee Member, NCAA Compliance
National Conference Speaker, National Association for College Admission Counseling (NACAC)
National Conference Speaker, American Association of Collegiate Registrars and Admissions Officers (AACRAO)
Regional Professional Development Lead, NACAC
Regional Officer, American Association of Collegiate Registrars and Admissions Officers (AACRAO)
 Association for Graduate Enrollment Management (NAGAP)
 National Association of Student Financial Aid Administrators (NASFAA)
Detroit Compact Steering Committee
Hill Harper Foundation “Manifest Your Destiny” Connector
EAB Enrollment Management Advisory Counsel
Delegate, Southern Associate of College Admission Counseling (SACAC)
Professional Development & Membership Chair, Webmaster, Executive Board Member, MOACAC
Membership & Programming Vice President, Executive Board Member, Missouri Association for Collegiate Registrars & Admissions Officers (MACRAO)

SELECT PRESENTATIONS

2021

- “Racial Equity: How Donors Close Gaps in Higher Education” Iversant Panel-Live Webinar
- “Financial Aid Innovations for Affordability and Student Debt” APLU-Powered by the Publics

2020

- “Institutional Debt Forgiveness” Featured Speaker National Governors Association & Ohio Department of Higher Ed
- “Adult Student Engagement” Featured Speaker The Graduate Network Cross-Country Webinar
- “Adapting to Change: Moving Campus Communities Online to Drive Enrollment and Yield”-AACRAO-SEM
- “Using AI to Engage Students” Featured Speaker MCAN Statewide Webinar Keynote
- “Past Due Debt Mitigation” Featured Speaker by Lt. Governor Cyrus Habib’s Invitation, Olympia, WA
- “Leading Remote Work Success Best Practices” Exemplar Leader Presentation at Wayne State University
- “Using Financial Aid Incentives for Student Success”, National Student Success Conference, Tampa, FL
- “Making it Easier to Come Back”, Kentucky Comeback Convening, Louisville KY

2019

- “Spirit-Detroit ED 411 AI Chatbot”, SEM AACRAO, Dallas, TX
- “Innovative Debt-Forgiveness-Warrior Way Back”, Outstanding SEM AACRAO Poster Session, Dallas, TX
- “VR done E-Z”, Educause Poster Session, Chicago, IL
- “Creating meaningful partnerships: How to leverage community relationships and resources to support students”, AMA Higher Education Virtual Conference: The Year Ahead Closing Plenary
- “The moral imperative for higher education access”, IHEP Panel, Washington D.C.
- “Debt forgiveness to re-engage adult learners”, Lumina Foundation Annual Convening, Detroit, MI
- “The business case for student success and debt forgiveness”, Illinois Equity Attainment Spring Summit, Naperville, IL
- Panelist, “Cutting edge innovations driving student success and retention”, ASU/GSV Summit, San Diego, CA

- “Warrior Way Back: Re-engaging adult returning students through debt forgiveness”, MCAN Annual Conference, Lansing, MI
- “Using artificial intelligence to reduce summer melt”, NACAC, Salt Lake City, UT

2018

- “Developing a common agenda for serving Detroit’s adults with ‘Some postsecondary experience, no credential’”, MCAN Higher Education Advisory Board Meeting, Lansing, MI
- “Creative strategies to re-engage adult students”, Urban Institute, Washington D.C.
- Boston Foundation Mayor’s Office/Adult Engagement Presentation, Boston, MA
- “Educause-AI and Recruiting”, Denver, CO
- “Data driven decision making”, National ACT Enrollment Manager’s Conference, Chicago, IL
- Lumina Learning Lab “Re-engaging adult students”, Washington, D.C.

2017 and earlier

- “Communicating value through the admission/financial aid process”, NACAC, Indianapolis, IN
- “Personalized financial aid letters and yield”, NACAC, Orlando, FL
- “Student satisfaction with orientation programs”, MOACAC Spring Conference, Lake of the Ozarks, MO
- “Customer service: It really does matter”, MACRAO Conference, Lake of the Ozarks, MO

PUBLICATIONS AND FEATURES

- Medley, D. “Opinion: Incoming freshmen, don’t panic. Colleges will support you,” *The Detroit News*, March 27, 2020
- Featured, “Wayne State offers free tuition to Detroit teens who graduate high school,” *Detroit Free Press*, October 23, 2019
- Featured, “Debt-Relief Program Welcome Back and Graduated Students,” *Now/This*, October 23, 2019
- Medley, D. “Using AI to help students learn ‘how to college,’” *Educause Review*, Spring 2019
- Medley, D. & Whitfield, K. “Why Wayne State is Forgiving Debt to Reengage Stop-Out Students,” *APLU’s First Draft*, June 25, 2018
- Medley, D. “Remove barriers to college degree,” *The Detroit News*, June 5, 2018
- Featured, “How to Market a College in a Troubled Locale,” *The Chronicle of Higher Education*, January 1, 2018

EDUCATION

Bachelor of Education, English, University of Missouri
Master of Science, Administration, Southeast Missouri State University
Education Specialist, Higher Education Leadership, Lindenwood University
Education Doctorate (in progress), Higher Education Leadership, Lindenwood University

TECHNICAL SKILLS

Prospect Data Management Systems, SLATE, AdmitHub, RaiseMe, Microsoft (MS) Teams, Salesforce/TargetX CRM, Google Docs, CAMS, Zoom, Banner, Hobson’s Connect, MS Office (Excel, Access, PowerPoint, Word, Outlook), PeopleSoft, NSLDS, Academic Works, iOS, Integrated Postsecondary Education Data System (IPEDS)



City of Lathrup Village

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APPLICATION FOR VACATED CITY COUNCIL SEAT

APPLICATION DEADLINE - THURSDAY, JUNE 17, 2021 AT 4:00PM

Date of Application: June 17, 2021

APPLICATION FOR VACANT CITY COUNCIL SEAT - TERM ENDING NOVEMBER 8, 2021

Section 5.1 - Eligibility for Office in the City

- Shall be U.S. Citizens
- Resident for at least 1 year
- Qualified and registered elector of the city
- Can not be in default to the City (water bills or property taxes)

Name: Michael Poole			
Street Address: 18830 Lincoln Drive	City: Lathrup Village	State: Michigan	Zip: 48076
Home Phone: (248) 552-7046		Alt. Phone: (248)249-7751	
Email: mmpoole@ameritech.net			
Are you at least 18 years of age? Check one: Y ☒ N ☐	Are you a registered voter in Lathrup Village? Y ☒ N ☐	Have you been a resident of Lathrup Village for over 1 year? Y ☒ N ☐	

Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

I have spent over twenty (25) years working with AT&T, GTE Sprint and MCI WorldCom as an Account Executive, Global Account Manager and Director. Managing Fortune 500 Companies that produced \$50M+ in Annual Revenue. Currently, I work with the Wayne County Community College District as an Administrative Consultant where I have served as Executive Dean of Business, Industry & Technology for CE Workforce Development.

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

I have served on the Southfield Board of Education for twelve (12) years as Board President, Vice President and Treasurer. I was also a member of the Michigan Association of School Boards and the National School Board Association.

Michael Poole

Applicant Signature

6-17-21

Date

Return signed & completed application to:

CityClerk@LathrupVillage.org or

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

MICHAEL POOLE

18830 Lincoln Drive, Lathrup Village, MI 48076
mmpoole@ameritech.net
(248) 249 - 7046 (CELL)

Professional Objective is to provide Educational Leadership in developing cost effective Solutions that offer greater workforce opportunities to participate. Focus is on the design, collaboration and implementation of educational initiatives that meet the economic development goals for the State of Michigan as well as the United States of America.

Areas Of Expertise And Interest Include, But Are Not Limited To...

- PUBLIC/ PRIVATE EDUCATION PARTNERSHIPS -
- GRANT WRITING/ GRANT MANAGEMENT -
- BUSINESS OPERATIONS AND FINANCIAL SERVICES -
- BUSINESS COMMUNICATIONS INFORMATION TECHNOLOGY -

Knowledgeable in the areas of Advertising, Business, Customer Service, Telecom, Communications, Education, Grant Writing, Financial Services, Real Estate, Information Technology, Online Internet Multi-Media Network Services, Sales/ Marketing, Management, STEM, Federal, State and Local Government Operations.

Professional Consultant – Southfield, Michigan

2007 – Present

Provide Education, knowledge and training to a multitude of business challenges ranging from business computer communications to operation management wide area networks. My business consulting expertise includes but not limited to Computer Support Training, Communications, Education, Information Technology, Management, Sales/ Marketing for customized contract training programs in workforce development. This includes the areas of Desktop Administration, Linux Open Source Systems, Cyber Security, Internet Protocol (IP), Microsoft Applications and many other business applications. Perform sales calls, staff meetings, instructional presentations, product demonstrations, marketing campaigns, lectures, community outreach activities, curriculum development, Project Management, training and other duties as required. Organizations worked with include AT&T, GTE SPRINT, MCI WorldCom, Citi, PFS Investments, Kaplan Career Institute, XO/ Paetec Communications and the Wayne County Community College District.

Wayne County Community College District – Detroit, Michigan 2004 – 2007
 Executive Dean of Business, Industry and Technology

Responsible for multi-campus planning, developing, proposing, budgeting, marketing, implementing, administering and evaluating instructional as well as corporate contract training programs for business, industry, government and educational institutions. The position objective was to direct activities of several departments through subordinate supervisors to support post secondary and workforce education programs at all sites. The focus areas included IT skills training, corporate services, customized contract training agreements, Public Safety training, workforce development and online distance learning education. Supervision of administrators, staff, and college IT resources for the WCCCD Workforce Development and Continuing Education program campus wide at the District. Responsible for consultation, collaboration, planning, budgeting, proposal grant writing, organizing, implementation, monitoring, management and evaluation of instruction and customer satisfaction of the contract training programs for Workforce Development and Continuing Education Division. Served on several committees and boards with oversight for college, student and instructional support services for non-credit workforce programs.

MICHAEL POOLE

MCI WorldCom – Southfield, Michigan
Regional District Sales Manager

2003 – 2004

Directed the sales activities of the Michigan and Ohio sales channel to market launch the new MCI UNE-P product offering. This involved the development of a new business unit within MCI WorldCom requiring major staffing, re-writing job descriptions, recruiting, interviewing, hiring, training, managing, PC and systems deployment as well as the development of the local business sales plan for the company's region wide sales efforts.

- Directed Sales Executives to consistently meet team sales quota of \$60,000 per month through the execution of new business acquisition sales strategies.
- Prepared timely statistical sales forecasts and account status reports to senior management team with critical information to manage local sales resources.
- Recruited, hired, trained, and managed a staff of 17+ Sales Executives to canvas the Michigan and Ohio areas for new business opportunities.

AT&T – Southfield, Michigan
Global Account Sales Executive

2001 – 2003

Managed the global sales effort for product and services to the following AT&T Global Accounts; American Axle, Dow Corning, Henry Ford Health Systems, RGIS, and SemCo Energy Corporation. Focused marketing and sales efforts included One Net VPN, VoIP, Audio Conferencing, Inbound and Outbound Call Center Applications on a Global basis. Performed in-depth consultative sales analysis to fully understand client's global network resource needs to better improve customer communication and workforce productivity.

MCI WorldCom Technologies - Southfield, Michigan
Global Account Manager

1997 – 2001

Primary duties were to manage as well as grow the global data telecom requirements of the DaimlerChrysler account. My specific day-to-day responsibilities included the management and support of the DaimlerChrysler global data network requirements for WorldCom ATM, frame relay, internet, and private line data services. DaimlerChrysler was worth over \$67,000,000 per year to MCI WorldCom Corporation for the total telecom products and services worldwide. We were able to lower cost by 15% through the worldwide Y2K deployment of the DaimlerChrysler global network operation center. Also, supported the Global Crossing efforts for GM, EDS and the Ford Motor Company.

AT&T/ Ameritech Custom Business Services - Detroit, Michigan
Sr. Account Executive

1994 – 1997

Primary duties were to protect, manage, and grow a \$12,500,000 account list that included ADP, GTE, and PepsiCo, by providing a single point of contact for all Ameritech products and services. Convinced the Ameritech Custom Business Services Unit to develop a software management tool to better improve the engineering, pricing, proposal development, and customer relationship management process. It was later determined that this system helped improve customer satisfaction by exceeding customer expectations by improving delivery time and billing. By using the new Ameritech CRM Tool, we were able to sell and install a Northern Telecom Meridian 1 Option 81 PBX System to the Comerica Bank at their Downtown Detroit Headquarters office worth over \$1.2M dollars in new revenue to the AT&T/ Ameritech Custom Business Company.

MICHAEL POOLE

Page Three Resume

Highland Park Community College, Highland Park, MI
Program Director

1989 - 1994

My primary duties included consulting, researching, and writing grant funding proposals as well developing educational degree programs. I helped to developed and implement the first Visual and Applied Communications Associate Degree Program for the College. I assisted in the design of coursework requirements offered on a semester by semester year to year basis. I taught as an Adjunct Faculty Instructor for the following college level courses; Introduction to Television Production, Video/Film Law, TV Production, PC Computer Graphics, Computer Literacy, Video Technology, Business Communications, and other classes offered by the Highland Park Community College. I also served as the Program Director for the College's Public Cable TV Broadcasting Station Channel # 35. This Cable TV Station would broadcast the College Schedule, offer distance learning classes, broadcast special college events (Sports, meetings, forums, etc.) and many other programs offered by the National Public Broadcast Systems (PBS) throughout America.

Previously, I had worked as Broadcast Executive for WJR, WDRQ and CKLW Radio.

FORMAL EDUCATION

Central Michigan University

Mount Pleasant, Michigan, 1993

Master of Science (M.S.A.)

Business

Major: International Administration

Minor: General Administration

Ferris State University

Big Rapids, Michigan, 1982

Bachelor of Science Degree in

Associate (A.S.) Degree in Marketing

Majors: Advertising / Marketing

Middleton Real Estate Training

Southfield, Michigan, 1988

Real Estate Broker License - State of Michigan

Department of Labor and Economic Growth (DLEG)

Kaplan PFS Financial

Southfield, Michigan 48076

Securities and Investment Licensing & Training

FINRA/ National Association of Security Dealers (NASD)

Additional Professional Training

Higher Ed Leadership Development by Dr. Gunder Myran - Seven Habits of Highly Effective

People by Dr. Steve Covey - Educational Cultural Enrichment Tour of Senegal West Africa.

Managing Projects and People by AT&T/ Ameritech. Microsoft Word Advanced by IBM

Microsoft PowerPoint Advanced and Microsoft Excel Intermediate by the Catapult/IBM.

Security for Virtual Private Networks by RSA Security. Technology 2000 Conference in AZ.

Selling to Win Big Xerox Learning International. Consultative SPIN Selling AT&T.

Advanced Global Products Workshop – Scottsdale, AZ. E Business by IBM.

Memberships

American Advertising Federation, Adcraft Club of Detroit, Detroit Board of Realtors, Skyline

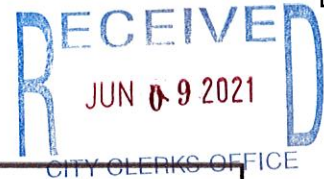
Detroit Renaissance Society of Clubs, National MBA Association, National Academy of Television Arts & Sciences, FINRA/ National Association of Security Dealers, Southfield Board of Education, Michigan Association of School Boards, National School Board Association, National Black Caucus, Kappa Alpha Psi Fraternity and the United States Golf Association.



City of Lathrup Village

27400 Southfield Road
Lathrup Village, MI 48076
248-557-2600
www.lathrupvillage.org

Item 2A.



APPLICATION FOR VACATED CITY COUNCIL SEAT

APPLICATION DEADLINE - THURSDAY, JUNE 17, 2021 AT 4:00PM

June 9, 2021

Date of Application: _____

APPLICATION FOR VACANT CITY COUNCIL SEAT - TERM ENDING NOVEMBER 8, 2021

Section 5.1 - Eligibility for Office in the City

- Shall be U.S. Citizens
- Resident for at least 1 year
- Qualified and registered elector of the city
- Can not be in default to the City (water bills or property taxes)

Name: Peter Stephan			
Street Address: 26444 Meadowood CT S	City: Lathrup Village	State: MI	Zip: 48076
Home Phone: 2485590264		Alt. Phone: 2482501772	
Email: stephaph@mac.com			
Are you at least 18 years of age? Check one: Y ☒ N ☐	Are you a registered voter in Lathrup Village? Y ☒ N ☐	Have you been a resident of Lathrup Village for over 1 year? Y ☒ N ☐	

Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

Now retired, former Program Manager for FANUC America. Lived in Lathrup Village since 1988 and have occasionally involved myself with the community.

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

Applicant Signature

JUNE 9, 2021
Date

Return signed & completed application to:

CityClerk@LathrupVillage.org or

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

Peter H. Stephan
26444 Meadowood Ct S
Lathrup Village MI, 48076
(248) 559-0264
stephaph@mac.com

Career Objective:

Realize a project management or support team position within a growth-oriented company so as to participate in a successful execution of assigned programs.

Capabilities:

- Managed many projects for numerous clients, often simultaneously, to deliver them on time and under budget.
- 35 years working with many clients in the implementation of robotic based process solutions.
- In 35 years nearly 1600 robots as part of 107 system projects have been successfully integrated into diverse manufacturing facilities.
- Cost estimation and proposal development
- Managed electrical and mechanical engineers to produce designs, details, and specifications for capital equipment.
- Extensive experience with the metal-forming industry.
- Experienced in the design of metal stamping equipment automation.
- Traveled to vendor sites and plants, which included Germany, Brazil, Argentina, Mexico, Australia, England and Canada.

Management/Engineering Experience:

Senior Program Manager

5/1995 and currently retired – FANUC America Corporation

- Program management focus for Ford Motor Company, AZ Automotive, Magna, Chrysler, Tower Automotive, Flex N Gate, and many other clients.
- Primary emphasis on the metal-forming industry to implement automation systems as part of tandem press lines
- Successful implementation of destackers and press-to-press robotic automation
- Blank alignment systems, once done with mechanisms have been replaced with a vision based scheme. As a result production has increased due to the reduction in downtime.
- CNC system applications
- Vision Guidance system applications
- Cost estimation and proposal development
- New process developments and executions
- Marketing studies and sales support
- Tradeshow symposium participant/instructor
- Tradeshow execution and support

Project Manager

3/1985 – 5/1995 KUKA Robots and Welding Systems Sterling Heights, MI

- Major project management focus for General Motors, Ford Motor Company, as well as others.
- Developed and maintained relationship with Ford Motor Company to implement hem flange sealing systems for body closures done robotically.
- Established a milestone with Ford Motor Company to implement the first true electric robots for press-to-press automation material handling.
- General Motors purchased press automation systems in part due to the diligence of sales and our efforts to effect a change in the way of thinking to handle parts with flexibility that robots offered.
- Integrated a multiple a single robot spot welding system with high frequency DC spot guns of two types, using a total of five and utilizing tool changers.
- Developed with engineers a flexible end of line racking system for a large transfer press.
- All projects where executed on time, at or under budget. Created the budgets and proposals for sales. Once the order was won, executed the work to develop the system and implement the integration of the scheme at the plant.
- Handled multiple projects for several locations concurrently.
- It was not unusual to manage projects during the course of one year that totaled 3 to 12 million dollars. 12 million was a record year.
- I was usually one of the first ones into the office and the last one to leave.
- Spent 16 months working with others to execute a large end of line racking system, supporting new business efforts with sales, and a great deal of exposure to robotic processes outside of metal stamping.
- As a result of the time spent there, language skills in German that were already present where further enhanced with technical terms. Working with others in another culture allowed me to appreciate the conditions under which they lived and worked.
- Use of computers became more commonplace. ACAD and 3D modeling became stronger tools in the design and development of the systems to be built. MS Word and Excel became commonplace tools for documentation.

Project Manager

Wilson Automation Warren, MI
1977 - 1985

- Project Manager with focus on power-train assembly systems
- Completed bottom dress-out system for the V6 3-liter Engine for Ford Motor Company
- Converted a 2.4-liter engine being produced in Chihuahua Mexico to an updated version. Participated in the design changes, build and installation.
- Integrated the first use of CAD systems (ACAD 1.2)
- Troubleshoot existing field issues, made process and design changes and executed the implementation of the changes.

Layout and Detailing

Troy Design Services

1975 - 1977

- Fixture design and detail for welding fixtures
- Detailing
- Blueprint and runner
- Self-taught mechanical design and detail. Learned from others and various resources (Machinery Handbook, Design and Build Specifications, and review of existing assembly drawings.

Education:

1977- 2009

Numerous publications, work with others, self motivation

1974-1977

Various courses at Macomb Community College

1973

Graduate of Boca Ciega High School, St. Petersburg FL

Additional Skill Sets:

AutoCAD

MS Word, EXCELL, and Project

KUKA Robots

FANUC Robots

Program Management

Marketing and Sales

Photography

Read, Write and Speak German

Cooking

Community Involvement:

- Past Participant in the Lathrup Village City Council Meetings and Study Sessions
- Contributed to the Planning Commission of Lathrup Village
- Served on the Resource Recovery Committee
- Parents and Children look forward to my special Christmas demonstrations



A HERITAGE OF GOOD LIVING

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

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

TO: Mayor Garrett, Mayor Pro Tem Kantor, Council Members Ferguson, Siddiqi and Stallings**FR:** Dr. Sheryl L. Mitchell Theriot, City Administrator**DA:** June 1, 2021**RE:** **City Administrator Contract Consideration Requests**

As part of the annual performance evaluation, the following contract/compensation requests are for your consideration:

Contract Section	Current Contract	Proposed
3. A. Compensation/Base Salary	\$111,384.00	2% increase = \$2,227.68
3. C. Bonus	- did not receive any of the hazard pay provided to officers or staff -Officers receive \$1,000 in Hazard Pay - all officers/employees/contractors received \$250 in hazard pay	\$1,250 hazard pay
5. C. Unused Vacation Days	30 days of vacation/payout 10 of unused	Payout of 10 unused days/roll over balance
10. B. Severance (without cause)	90 days	2021: 6 months 2022: 9 months
10. E. Severance (after election)	6 months	2021: 9 months 2022: 1 year

Recent commentary on the MML Listserv indicated the following terms for City Manager

Contract Terms:

Municipality	Severance without cause
Vicksburg	9 month
Lowell	1 year
Greenville	1 year
Three Rivers	1 year
Plainfield Twp	1 year
Lake Odessa	6 months
Owosso	9 months / 6 months after an election
Sandusky	9 months
Lake Isabella	1 year



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: June 21, 2021

RE: Sidewalk Repair Program – Bid and Award of Contract

City Engineer Scott Ringer from Giffels Webster received six (6) bids at the June 17, 2021 bid opening. This represents Year 1 of funding in a 3-year program. The project area for the Base Bid in Year 1 is the residential area south of 11 Mile/I696 and the Southfield Corridor.

There is the option of two (2) additional years 2022, 2023 sidewalk repair district. This will be evaluated annually by city council before approval.

The lowest bid was from K.D. Cement:

2021: \$224,858.50

2022: \$163,545.00

2023: \$171,834.00

Following approval by City Council, residential notices, including the estimated amount of their repair cost will be mailed starting the week of June 21st.

Final payment will be based on unit prices quoted in the Proposal based on final field measurements.

Suggested Motion:

MOTION TO: Accept the 2021 Sidewalk Repair Program Bids, Award of Contract to K.D. Cement, and authorize the Mayor and/or City Administrator to sign the contract and related documents on behalf of the City of Lathrup Village.

BID RECOMMENDATION

June 17, 2021

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

Job # 19985.00

ATTN: Dr. Sheryl Mitchell - Theriot, City Administrator

RE: 2021 Sidewalk Repair Program, Contract SW-2021

Dear Dr. Mitchell,

Bids for the 2021 Sidewalk Repair Program were received on June 17th, 2021 at 2:00 p.m. and were opened publicly and read aloud.

A total of six (6) bids were received ranging from a low of \$224,858.50 to \$422,519.50. The low bid was submitted by KD Cement LLC, 3250 New farm Court #6, Commerce Township, MI 48390, (248) 896-2928. The second low bid was submitted by Merlo Construction at \$256,729.00.

The base bid for this project includes the replacement of sidewalks within the 2021 sidewalk repair district. In addition to the base bid, two (2) separate optional years were bid for the 2022 and 2023 sidewalk repair districts. The optional years would be considered by City Council prior to executing a contract extension for the work. If the work is considered unsatisfactory, the City can issue new request for bids.

KD Cement LLC has been in business for 6 years. We have contacted several references who all had positive comments.

Based on positive feedback from references and their low bid submittal, we recommend that the contract be awarded to KD Cement LLC, Inc. at the base bid of \$224,858.50.

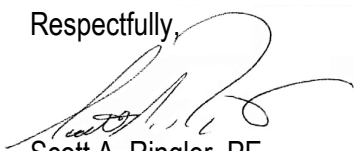
In review of the Sidewalk Repair Program, several funding allocations were included. In summary:

-Property Owner Responsibility	\$196,928.33 (includes 10% admin fee)
-City Responsibility (City root grinding and ADA compliance)	\$18,143.75
-DDA Responsibility (Southfield Road Corridor)	<u>\$27,857.75</u>
Total amount - Sidewalk Repair Program	\$242,929.41

Following approval by City Council, residential notices including the estimated amount of their repair cost will be mailed starting the week of June 21st.

Final payment will be based on unit prices quoted in the Proposal based on final field measurements. Contract books will be submitted to you upon execution by the contractor.

Respectfully,



Scott A. Ringler, PE
Partner

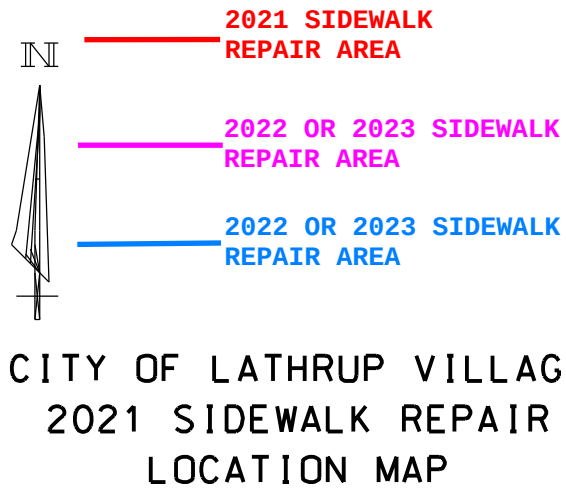
Encl: Bid Tabulation, Project Map, and Sample Residential Notice



2021 Sidewalk Repair Program, Contract SW 2021

City of Lathrup Village, Oakland County, Michigan
Bids opened on 06/17/2021 at 2:00 pm (GW #19985.00)

				Engineer's Opinion of Cost Giffels Webster 1025 E. Maple Road, Suite 100 Birmingham, MI 48009		<u>Low Bidder</u> KD Cement LLC 3250 New Farm Court #6 Commerce Twp, MI 48390 248-896-2928		<u>2nd Low Bidder</u> Merlo Construction Co 4964 Technical Dr Milford, MI 48381		<u>3rd Low Bidder</u> JB Contractors, Inc 2933 Military St Detroit, MI 48209	
1 2021 Sidewalks - Base Bid											
<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
1	Horizontal Sawcutting	126	EA	\$90.00	\$11,340.00	\$87.00	\$10,962.00	\$160.00	\$20,160.00	\$162.00	\$20,412.00
2	Sidewalk, Remove	27,790	SFT	\$1.50	\$41,685.00	\$1.25	\$34,737.50	\$1.50	\$41,685.00	\$2.75	\$76,422.50
3	Grind Roots	132	EA	\$75.00	\$9,900.00	\$15.00	\$1,980.00	\$75.00	\$9,900.00	\$150.00	\$19,800.00
4	Sidewalk, Concrete, 4 Inch	22,631	SFT	\$5.00	\$113,155.00	\$5.50	\$124,470.50	\$5.00	\$113,155.00	\$6.25	\$141,443.75
5	Sidewalk, Concrete, 6 Inch	4,934	SFT	\$6.50	\$32,071.00	\$6.50	\$32,071.00	\$6.00	\$29,604.00	\$7.50	\$37,005.00
6	Sidewalk, Concrete, 8 Inch	225	SFT	\$9.00	\$2,025.00	\$7.50	\$1,687.50	\$7.00	\$1,575.00	\$8.75	\$1,968.75
7	Hand Patching 36A	10	TON	\$250.00	\$2,500.00	\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$350.00	\$3,500.00
8	Culv, Rem, Less than 24" dia	150	LFT	\$25.00	\$3,750.00	\$10.00	\$1,500.00	\$55.00	\$8,250.00	\$10.00	\$1,500.00
9	Culv, 8" dia, CSP or N12	180	LFT	\$50.00	\$9,000.00	\$20.00	\$3,600.00	\$100.00	\$18,000.00	\$50.00	\$9,000.00
10	Detectable Warning Surface	310	FT	\$45.00	\$13,950.00	\$35.00	\$10,850.00	\$40.00	\$12,400.00	\$40.00	\$12,400.00
A. Subtotal 2021 Sidewalks:				\$239,376.00		\$224,858.50		\$256,729.00		\$323,452.00	
Total Construction 2021 Sidewalks - Base Bid:				\$239,376.00		\$224,858.50		\$256,729.00		\$323,452.00	
2 2022 Sidewalks - Option Year 1											
<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
1	Horizontal Sawcutting	100	EA	\$92.70	\$9,270.00	\$91.35	\$9,135.00	\$165.00	\$16,500.00	\$168.00	\$16,800.00
2	Sidewalk, Remove	20,000	SFT	\$1.55	\$31,000.00	\$1.31	\$26,200.00	\$1.55	\$31,000.00	\$2.75	\$55,000.00
3	Grind Roots	100	EA	\$77.25	\$7,725.00	\$15.75	\$1,575.00	\$80.00	\$8,000.00	\$150.00	\$15,000.00
4	Sidewalk, Concrete, 4 Inch	17,000	SFT	\$5.15	\$87,550.00	\$5.77	\$98,090.00	\$5.10	\$86,700.00	\$6.60	\$112,200.00
5	Sidewalk, Concrete, 6 Inch	2,800	SFT	\$6.70	\$18,760.00	\$6.82	\$19,096.00	\$6.10	\$17,080.00	\$7.90	\$22,120.00
6	Sidewalk, Concrete, 8 Inch	200	SFT	\$9.30	\$1,860.00	\$7.87	\$1,574.00	\$7.10	\$1,420.00	\$9.20	\$1,840.00
7	Hand Patching 36A	2	TON	\$258.00	\$516.00	\$315.00	\$630.00	\$210.00	\$420.00	\$370.00	\$740.00
8	Culv, Rem, Less than 24" dia	100	LFT	\$25.75	\$2,575.00	\$10.50	\$1,050.00	\$60.00	\$6,000.00	\$11.10	\$1,110.00
9	Culv, 8" dia, CSP or N12	120	LFT	\$51.50	\$6,180.00	\$21.00	\$2,520.00	\$110.00	\$13,200.00	\$55.00	\$6,600.00
10	Detectable Warning Surface	100	FT	\$46.35	\$4,635.00	\$36.75	\$3,675.00	\$42.00	\$4,200.00	\$42.00	\$4,200.00
2. Subtotal 2022 Sidewalks - Option Year 1:				\$170,071.00		\$163,545.00		\$184,520.00		\$235,610.00	
Total Construction 2022 Sidewalks - Option Year 1:				\$170,071.00		\$163,545.00		\$184,520.00		\$235,610.00	
3 2023 Sidewalks - Option Year 2											
<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
1	Horizontal Sawcutting	100	EA	\$95.50	\$9,550.00	\$95.91	\$9,591.00	\$170.00	\$17,000.00	\$175.00	\$17,500.00
2	Sidewalk, Remove	20,000	SFT	\$1.60	\$32,000.00	\$1.38	\$27,600.00	\$1.60	\$32,000.00	\$2.80	\$56,000.00
3	Grind Roots	100	EA	\$79.60	\$7,960.00	\$16.54	\$1,654.00	\$85.00	\$8,500.00	\$150.00	\$15,000.00
4	Sidewalk, Concrete, 4 Inch	17,000	SFT	\$5.30	\$90,100.00	\$6.06	\$103,020.00	\$5.20	\$88,400.00	\$6.90	\$117,300.00
5	Sidewalk, Concrete, 6 Inch	2,800	SFT	\$6.90	\$19,320.00	\$7.16	\$20,048.00	\$6.20	\$17,360.00	\$8.10	\$22,680.00
6	Sidewalk, Concrete, 8 Inch	200	SFT	\$9.60	\$1,920.00	\$8.26	\$1,652.00	\$7.20	\$1,440.00	\$9.30	\$1,860.00
7	Hand Patching 36A	2	TON	\$265.00	\$530.00	\$330.75	\$661.50	\$220.00	\$440.00	\$390.00	\$780.00
8	Culv, Rem, Less than 24" dia	100	LFT	\$26.50	\$2,650.00	\$11.03	\$1,103.00	\$65.00	\$6,500.00	\$15.00	\$1,500.00
9	Culv, 8" dia, CSP or N12	120	LFT	\$53.00	\$6,360.00	\$22.05	\$2,646.00	\$115.00	\$13,800.00	\$60.00	\$7,200.00
10	Detectable Warning Surface	100	FT	\$47.75	\$4,775.00	\$38.59	\$3,859.00	\$45.00	\$4,500.00	\$45.00	\$4,500.00
3. Subtotal 2023 Sidewalks - Option Year 2:				\$175,165.00		\$171,834.50		\$189,940.00		\$244,320.00	
Total Construction 2023 Sidewalks - Option Year 2:				\$175,165.00		\$171,834.50		\$189,940.00		\$244,320.00	
Other Bidders:				Lacaria Concrete \$381,069.60							
				Luigi Ferdinandi & Son \$399,064.00							
				Audia Concrete Construction \$422,519.50							



JUNE, 2021



City of Lathrup Village Sidewalk Assessment

DONALD K BERNARD

VARNGODES V BERNARD

26715 LATHRUP BLVD

LATHRUP VILLAGE, MI 48076

Below are the estimated quantities and cost of your sidewalk replacement. Flags have been marked with a letter (A, B, C, . . .) indicating at least one reason why they require replacement. The chart at the right explains the problem associated with the letter. QUESTIONS: Call the City Public Services Office at **(248) 577-2600**.

SAMPLE

Sidwell: 2424103023

Address: 26715 LATHRUP BLVD

4" Walk:	175	SQFT
6" Walk:	75	SQFT
8" Walk:	0	SQFT
Root Grind:		Each
Horizontal Sawcut:		Each
Estimated Cost: 1		

Defect Code	Defect	Description
A	Stubber	Two adjacent flags with a vertical separation greater than 3/4"
B	Cracked	Broken flag with a single crack or multiple cracks
C	Drainage	A flag that has sunken collecting water over more than 25% of the flag sunken below height of approach
D	Holes/Pitting	Missing concrete greater than two inches in any direction and/or severe pitting of more than 25% of the flag that causes a bumpy or uneven surface. Deteriorated control joints creating a crevasse greater than 2" in width
E	Scaling	Flaking or peeling away of more than 25% of the surface mortar (a gravel-type surface)
H	Slope	Sloped flag greater than 3" per 5 feet side-slope, or more than 1" per foot along the travel path

If you have a 6" sidewalk replaced across your driveway, you cannot drive over the walk for 1 week after it is poured.



City of Lathrup Village Sidewalk Assessment

GREGORY D ARCHER
JACQUELINE A ARCHER
18418 LINCOLN DR
LATHRUP VILLAGE, MI 48076

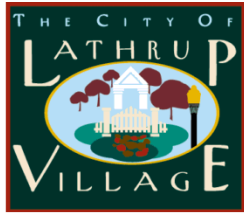
Below are the estimated quantities and cost of your sidewalk replacement. Flags have been marked with a letter (A, B, C, . . .) indicating at least one reason why they require replacement. The chart at the right explains the problem associated with the letter. QUESTIONS: Call the City Public Services Office at **(248) 577-2600**.

Sidwell: 2423257035
Address: 18418 LINCOLN DR

4" Walk:	0	SQFT
6" Walk:	0	SQFT
8" Walk:	0	SQFT
Root Grind:		Each
Horizontal Sawcut:	2	Each
Estimated Cost: 1		

Defect Code	Defect	Description
A	Stubber	Two adjacent flags with a vertical separation greater than 3/4"
B	Cracked	Broken flag with a single crack or multiple cracks
C	Drainage	A flag that has sunken collecting water over more than 25% of the flag sunken below height of approach
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If you have a 6" sidewalk replaced across your driveway, you cannot drive over the walk for 1 week after it is poured.



City of Lathrup Village

27400 Southfield Road
Lathrup Village, Michigan 48076
248.557.2600
www.lathrupvillage.org

June 2021

Dear Property Owner:

Your sidewalk squares were inspected as part of the City of Lathrup Village Sidewalk Replacement Program. The goal of this program is to replace aging or degrading squares to create safe conditions and reduce the likelihood of slip-and-fall accidents. In Year 1 of the Sidewalk Replacement Program (2021), the focus will be in the neighborhoods south of 11 Mile/I-696 from Santa Barbara to the eastern city border, as well as in the commercial properties along Southfield Road.

Enclosed is the copy of your inspection report which outlines the sidewalk squares on your property that need to be replaced and the reasons why. Replacement of these squares is required; your options for replacement are detailed below.

Option 1: Have the City's contractor perform the work. This avoids the cost of having to obtain a permit and will be based on the actual cost of the replacement work (at the City's volume discounted rate). Should you choose this option, the amount you are responsible for can either be paid up front or you will be billed when work is complete (approximately October 2021). You will have the option of making your payment over two (2) years. Please note there will be a \$50 per year administration fee if you choose a payment plan. Outstanding balances not paid by December 2022, will be placed on the Summer 2023 tax bill.

Specifically, the City of Lathrup Village (via an authorized contractor) will perform the work for the following costs:

Replace 5' x 5', 4-inch-thick square	\$132.75 per square
Replace 5' x 5', 6-inch-thick square	\$160.25 per square
Stubbers/trip hazards at sidewalk joints with 1' or less vertical separation will be horizontally sawcut	\$80.30 per joint
Private property root grinding	\$1.00 per each tree
Public right-of-way root grinding	No cost, city expense

Your enclosed inspection report outlines the estimated quantities. Final quantities will be determined by field measurements during construction. For instance, your inspection report may estimate 25 square feet of 4-inch sidewalk, while the construction inspection may find 27.5 square feet. The amount will be calculated based on actual quantities at the contractor's unit prices. In some cases, additional work may be necessary. For example, if roots of a tree need to be removed for sidewalk construction, the city-estimated assessment is \$29.70 per tree. Likewise, business owners may require 8-inch-thick concrete (\$7.70/sq. ft.).

The final amount due will be mailed upon completion of construction. You may either pay the balance in full or enter into a payment plan which would expend a maximum of two (2) years. A minimum payment of \$500 is due before December 31st. Failure to meet this requirement will result in the full remaining balance being assessed to your Summer 2023 Taxes. Please be aware that if you plan on selling your property beforehand, you must disclose the pending assessment to the buyer.

Option 2: Perform the work yourself or hire a contractor of your choice. Should you choose this option, you must notify the City who your contractor is by July 14, 2021 and pull the required permits. Please be aware that patching a deteriorated sidewalk is not long-term solution and it will not be approved. If work is not completed by **August 13, 2021**, the City's contractor will do the work and you will be billed upon completion (approximately October 2021). Outstanding balances not paid by December 2022, will be placed on the Summer 2023 tax bill.

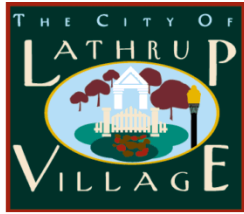
Hardship

If your invoiced amount is \$500 or more and your annual household income is \$20,000 or less, or if your property is a residential corner lot whose cost of sidewalk replacement for the side portion is \$500 or more (regardless of household income), you may meet with the city's Hardship Committee to request additional time to pay at 5% interest. If you do not meet the above guidelines, but feel the amount due is a hardship, you may still meet with the Hardship Committee. Information on how and when to meet with the committee will be mailed later this fall. Additionally, a state law entitled "Deferment of Special Assessment on Homesteads" allows persons who have been state residents for at least five years and who are age 65 or older or permanently disabled to defer a special assessment if more than \$300.

If you have further questions, please contact Community & Economic Development Director Susie Stec at ciprojects@lathrupvillage.org or 248.57.2600 ext. 223.

Sincerely,

City of Lathrup Village



A HERITAGE OF GOOD LIVING

City of Lathrup Village

27400 Southfield Road
Lathrup Village, Michigan 48076
248.557.2600
www.lathrupvillage.org

SIDEWALK REPLACEMENT PROGRAM

OPTION SELECTION FORM

MUST BE RETURNED BY JULY 14, 2021

Please complete both sides and return the enclosed form to select an option. If your sidewalk flags are unmarked, you do not need to do anything. You may return the form via email to ciprojects@lathrupvillage.org or by mail/drop-box to:

City of Lathrup Village
ATTN: Sidewalk Replacement Program
27400 Southfield Road
Lathrup Village, MI 48076

☐ **OPTION 1:** I agree to participate in the City of Lathrup Villages Sidewalk Program and request that the City's contractor to provide the cost estimate to make the required sidewalk replacement on my property.

- I understand that the cost of such sidewalk replacement will be my responsibility as the property owner.
- I also understand that the City will inspect the work I have hereby authorized and will enforce on my behalf the contractor's warranty respecting such work.

☐ **OPTION 2:** I am "opting out" of the City of Lathrup Village Sidewalk Program for the following reason:

- As the property owner, I will either perform the work myself or hire a contractor of my choice. I understand that should I choose this option, the City must be notified of the contractor selected by July 14, 2021, along with obtaining the required permits. If work is not completed by **August 13, 2021**, the City's contractor will perform the work and the property will be billed.

☐ Please send me additional information regarding how and when to meet with the city's Hardship Committee.

Property Address

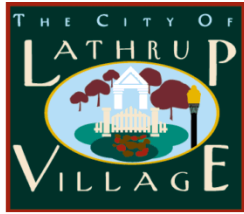
Telephone Number

Email Address

Print Name of Property Owner

Signature of Property Owner

Date



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City of Lathrup Village

27400 Southfield Road
Lathrup Village, Michigan 48076
248.557.2600
www.lathrupvillage.org

Sidewalk Replacement Program Marking Key

Sec. 62-122. - Standards generally. The required maintaining of such sidewalks shall be such that the sidewalk is kept in reasonable repair and in condition reasonably safe and fit for travel and in conformity with the other specifications and standards enumerated in this article. In all events, sidewalks having defects over two inches in width, depth, or height are required to be replaced or repaired.

DEFECT CODE	DEFECT	DESCRIPTION
A	Stubber	Two adjacent flags with a vertical separation greater than $\frac{3}{4}$ "
B	Cracked	Broken flag with a single crack or multiple cracks
C	Drainage	A flag that has sunken collecting water over more than 25% of the flag. Driveway flag sunken below height of approach
D	Holes/Pitting	Missing concrete greater than two inches in any direction and/or severe pitting of more than 25% of the flag that causes a bumpy or uneven surface. Deteriorated control joints creating a crevasse greater than 2" in width
E	Scaling	Flaking or peeling away of more than 25% of the surface mortar (a gravel-type surface)
H	Slope	Sloped flag greater than 3" per 5 feet side-slope, or more than 1 inch per foot along the travel path
O	Other	Non-typical situation wherein the inspector identifies a hazard or deterioration in the sidewalk flag. Examples include: • Mortar adhered to the surface of the sidewalk, causing a trip hazard • Foot or bike prints in the sidewalk • Sidewalk previously patched with asphalt or concrete



A HERITAGE OF GOOD LIVING

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

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:**TO:** Mayor Garrett and City Council Members**FR:** Sheryl Mitchell Theriot, City Administrator**DA:** June 21, 2021**RE:** 2021-2025 Professional Auditing Services – Bid and Award of Contract

The City of Lathrup Village issued an RFP for Professional Auditing Services on April 20, 2021 for a 5-year contract, with option 2 additional year, in 1-year increments.

Ten (10) bids were received at the June 1, 2021 opening. The Audit Commission, composed of Council Member Ian Ferguson, Council Member Saleem Siddiqi, City Administrator Sheryl Mitchell Theriot, and Assistant City Administrator/Treasurer Pam Bratschi reviewed and score each respondent.

Each member of the Audit Committee gave the highest scores to Plante Moran.

[Link to Bid Packet](#)

	Current	2021	2022	2023	2024	2025
Auditing Services	\$35,800	33,800	34,800	35,800	36,900	38,000
Single Audit		6,000*	6,000	6,000	6,000	6,000
Total (Not to Exceed)		\$39,800	\$40,800	\$41,800	\$42,900	\$44,000

Single Audit amount increased at an inflationary rate for the remainder of the contract

Suggested Motion:

MOTION TO: Accept the Professional Auding Services Bids, award a 5-year Contract, with options for 2 additional years, to Plante Moran, and authorize the Mayor and/or City Administrator to sign the contract and related documents on behalf of the City of Lathrup Village.

CITY OF LATHRUP VILLAGE - AUDITOR RFP - SCORING TABULATION SHEET

EVALUATION CRITERIA	POSSIBLE POINT RANGE	RFP RESPONDANTS									
		Lauterbach & Amen LLP	Gabridge & Co	Yeo & Yeo	PSLV	Maner Consterisan	Plante Moran	Clark, Shefer, Hackett	UHY, LLP	Rehmann	AHPA-Andrews Hooper Pavlick
Audit Amount		\$ 15,500	\$ 24,000	\$ 31,900	\$ 24,500	\$ 26,900	\$ 33,800	\$ 30,000	\$ 37,500	\$ 35,000	\$ 39,950
Single Audit Amount		3500	\$ 3,000	\$ 5,000	\$ 6,000	\$ 3,500	\$ 6,000	\$ 5,000	\$ 12,500	\$ 5,000	\$ 7,000
Annual Finnacial Report			\$ -	\$ -	\$ 2,500	\$ 3,000	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000
TOTAL WITH SINGLE AUDIT		\$ 19,000	\$ 27,000	\$ 36,900	\$ 33,000	\$ 33,400	\$ 39,800	\$ 40,000	\$ 50,000	\$ 40,000	\$ 51,950
							IAN 95	IAN 69	IAN 92	IAN 83	IAN 86
							PAM 96		PAM 87	PAM 83	PAM 79
				SHERYL 62		SHERYL 56	SHERYL 73	SHERYL 57		SHERYL 69	
				SALEEM 80	SALEEM 74		SALEEM 91		SALEEM 87	SALEEM 84	



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

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:**TO:** Mayor Garrett and City Council Members**FR:** Sheryl Mitchell Theriot, City Administrator**DA:** June 21, 2021**RE:** Oakland County Interlocal Agreement for Election Services

The Oakland County Clerk/Elections offers services to local municipalities relative to election services. The concerns related to the pandemic, combined with “no-reason absentee voting” resulting in a significant increase in voters casting absentee ballots.

The creates a great need for acquiring and maintaining high speed tabulators, staff and poll workers. Many Oakland County municipalities are contracting with the Oakland County Clerk to support and consolidate the administration and management of absentee voter counting boards.

City Administrator and City Clerk wish to explore this option for the City of Lathrup Village.

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**AGREEMENT FOR ELECTION SERVICES BETWEEN
OAKLAND COUNTY AND
[Insert Public Body]**

This Agreement for Election Services Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the [Insert Public Body] ("Public Body") [Insert Public Body Address]. In this Agreement, the County shall be represented by the Oakland County Clerk, in her official capacity as a Michigan Constitutional Officer. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement pursuant to the Michigan Election Law, 1954 Public Act 116, MCL 168.764 *et seq.*, for the purpose of County providing Ballot Counting Services for Public Body.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1. **Act** means the Michigan Election Law, 1954 Public Act 116, MCL 168.764 *et seq.*
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment to this Agreement.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County's security measures, security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners,

elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Election Services** means the following individual Election Services provided by County's Clerk's Elections Division, if applicable:
 - 1.6.1. **Absentee Ballot Counting** means processing, including, but not limited to, opening, tabulating and reporting absentee ballots and related results.
- 1.7. **Exhibits** mean the following descriptions of Election Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in this Agreement under Section 2 or added at a later date by a formal amendment to this Agreement:
 - ☐ Exhibit I: Absentee Ballot Counting Services
- 1.8. **Local Clerk** means the local elected or appointed Clerk for Public Body or their designee.
- 1.8. **Public Body** means the [Insert Public Body] which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain Election Services.
- 1.9. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the Election Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.10. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its County Clerk Elections Division, will provide the Election Services described in Exhibit I which is attached and incorporated into this Agreement. County is not obligated or required to provide any additional services that are not specified in this Agreement.
- 2.2. County, through its Board of Election Commissioners and authorized representatives, shall take the necessary and appropriate actions to comply with Section 764d(8) of the Act in the appointment of election inspectors to a County absent voter counting board and all other provisions under the Act governing such board.

- 2.3. County may access, use, and disclose transaction information and any content to comply with the law such as a subpoena, court order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than when it is required by law.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. Public Body shall comply with all terms and conditions in this Agreement, including Exhibit I to this Agreement, and the Act.
- 3.2. Public Body shall deliver the Agreement executed by its authorized representative(s) to County within the time-frame set forth in Section 764d(5) of the Act and, upon County's execution of the Agreement, the Agreement shall be deemed to be filed by Public Body with County in compliance with Section 764d(5) of the Act.
- 3.3. For each Election Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.3.1. Direct coordination and interaction with County staff.
 - 3.3.2. Communication with the general public when appropriate.
- 3.4. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- 3.5. Third-party product or service providers may require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service or usage, in order to provide Election Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body must follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. DURATION OF INTERLOCAL AGREEMENT.

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party or other written notice evidencing such Party's governing body's approval, except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a court, a signature from the Chief Judge of the court shall evidence approval by Public Body, providing a resolution and minutes do not apply. If Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Elections Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an amendment, this Agreement shall remain in effect until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. Election Services shall be provided to Public Body at the rates and for the charges specified in the Exhibits, if applicable.
- 5.2. If County is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's records, data, or information that is stored by County relating to Election Services that Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with an invoice/explanation of County's costs for Election Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
- 5.7. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Election Services identified herein, shall not relieve Public Body of any payment obligation for any Election Services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Section shall survive the termination, cancellation, and/or expiration of this Agreement.

6. **ASSURANCES.**

- 6.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the Election Services and/or for noncompliance with this Agreement by Public Body Employees.
- 6.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. **USE OF CONFIDENTIAL INFORMATION**

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. **DISCLAIMER OF WARRANTIES.**

- 8.1. THE ELECTION SERVICES, INCLUDING ANY GOODS, PARTS, SUPPLIES, EQUIPMENT, OR OTHER ITEMS THAT ARE PROVIDED TO PUBLIC BODY AS PART OF THE ELECTION SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS "WITH ALL FAULTS."
- 8.2. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.
- 8.3. COUNTY MAKES NO WARRANTY THAT: (I) THE ELECTION SERVICES WILL MEET PUBLIC BODY'S REQUIREMENTS; OR (II) THE ELECTION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

9. **LIMITATION OF LIABILITY.**

- 9.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COUNTY UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY PUBLIC BODY TO COUNTY WITH RESPECT TO THE PARTICULAR ELECTION SERVICE GIVING RISE TO SUCH LIABILITY.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Elections and Public Body's Agreement Administrator for possible resolution. County's Clerk and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 11.1. Either Party may terminate or cancel this entire Agreement or any one of the Election Services described in the attached Exhibit(s), upon eighty-four (84) days written notice, or such other notice period as otherwise required by the Act, to the clerk of the other Party if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibit(s), for any reason including convenience. Each Party shall also comply with the requirements under the Act for filing the notice of termination, in which case, Public Body's timely delivery of a notice of termination to County shall be deemed to comply with its filing requirement.
- 11.2. Early termination fees may apply to Public Body if provided for in the Exhibit(s).
- 11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its County Clerk.

12. **SUSPENSION OF SERVICES.** County, through its County Clerk, may immediately suspend Election Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Election Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Election Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Election Services are suspended under this Section.
13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.
15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.
19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work

stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

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

21.1. If Notice is sent to County, it shall be addressed and sent to: Oakland County Clerk, Election's Division, 1200 N. Telegraph Road, Bldg. 16 East, Pontiac, MI 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

21.2. If Notice is sent to Public Body, it shall be addressed to: [insert Public Body Address].

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

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

23. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination, cancellation, or expiration of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 6); Payments (Section 5); Use of Confidential Information (Section 7); Disclaimer of Warranties (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 10); No Employee-Employer Relationship (Section 14); No Third-Party Beneficiaries (Section 15); No Implied Waiver (Section 16); Severability (Section 17); Precedence of Documents (Section 18); Force Majeure (Section 20); Governing Law/Consent to Jurisdiction and Venue (Section 22); Survival of Terms (Section 23); Entire Agreement (Section 24).

24. **ENTIRE AGREEMENT.**

24.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Election Services described in the attached Exhibit(s). With regard to those Election Services, this Agreement supersedes all other oral or written agreements between the Parties.

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

IN WITNESS WHEREOF, [insert name and title of public body official] hereby acknowledges that he/she has been authorized by a resolution of the [insert public body], a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
 [insert name of official, title, and name of public body]

WITNESSED: _____ DATE: _____
 [insert name, title]

AGREEMENT

ADMINISTRATOR: _____ DATE: _____
 (IF APPLICABLE)

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

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

WITNESSED: _____ DATE: _____
 [insert name, title]

IN WITNESS WHEREOF, Lisa Brown, in her official capacity as the Oakland County Clerk, a Michigan Constitutional Office, hereby concurs and accepts the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
 Lisa Brown, Clerk/Register of Deeds,
 County of Oakland

WITNESSED: _____ DATE: _____

EXHIBIT I

ABSENT VOTER BALLOT COUNTING SERVICES

1. **COUNTY RESPONSIBILITIES.**

- 1.1. County, through its Board of Election Commissioners, shall, subject to Public Body's performance of its duties and obligations under this Agreement and the Act, render absent voter ballot counting services in compliance with the Act for absent voter ballots received by the clerk for Public Body prior to 4:00 p.m. on the day before an election. For clarification, County is not providing Election Services for absent voter ballots received by the clerk for Public Body after 4:00 p.m. on the day before an election; pursuant to Section 764d(10) of the Act, Public Body must deliver such ballots to the voting precinct of the elector on election day to be processed and counted.
- 1.2. Unless otherwise agreed upon in writing by the Parties, County shall cause absent voter ballots, including, the ballot return envelopes, secrecy sleeves, and ballots (collectively the "Ballots"), received by the clerk for Public Body prior to 4:00 p.m. on the day before an election to be picked up from the clerk by 6:00 p.m. that day by an authorized representative of County.
- 1.3. Upon completing the process for counting the ballots, County shall place the ballots in ballot containers either provided by Public Body that comply with the requirements described below or provided by County, as determined in County's sole discretion, and seal the ballot containers in compliance with all applicable laws. County shall notify Public Body of its decision to require Public Body to provide ballot containers or to provide ballot containers at least sixty (60) days prior to each election for which County is providing Election Services to Public Body under this Agreement.
- 1.4. County shall retain the sealed ballot containers containing the Ballots for thirty (30) days after the day of the election for which the Ballots were submitted. County shall make arrangements with Public Body for an authorized representative(s) of Public Body to, after the expiration of the thirty (30) day period, pick-up from County the Ballots, mail trails, ballot envelopes, ballot boxes provided by Public Body, qualified voter list, and any other items related to the Ballots transferred by Public Body to County.

2. **PUBLIC BODY RESPONSIBILITIES.**

- 2.1. Public Body shall perform its duties and obligations under this Agreement and the Act and take any other action necessary or appropriate to assist, and cooperate with, County in rendering the absent voter ballot counting services under this Agreement.
- 2.2. Public Body shall, by 4:30 on the day before an election, have available for transfer to County immediately upon arrival of County's representative, the Ballots received by the clerk for Public Body prior to 4:00 p.m. on that day properly organized in mailing trays, ballot containers, unless provided by County pursuant to this Agreement, in good condition and compliant with the required and appropriate sealing procedures, and a reconciled voter list from the qualified voter file that matches the number of Ballots being transferred to County.
- 2.3. Public Body shall, during any period County is actively rendering Election Services, provide to County access to Public Body's electronic qualified voter file for the sole purpose of County reconciling such list with the number of Ballot envelopes received by County and to make any necessary corrections to the list to reflect the number of Ballot envelopes received.

2.4. Public Body shall make arrangements with County to, no later than three (3) business days after the expiration of the thirty (30) day period described in Section 1.4, cause authorized representative(s) in number necessary to pick-up from County premises the Ballots, mail trays, ballot envelopes, ballot boxes provided by Public Body, qualified voter lists, and any other items related to the Ballots transferred by Public Body to County. At such time and on County premises, if County provided ballot boxes to seal the Ballots in providing the Election Services, Public Body shall bring ballot boxes for its authorized representatives to transfer into the Ballots from the County provided ballot boxes. If Public Body does not pick-up such items as required in this Section, at County's election exercised in its sole discretion, Public Body shall, within thirty (30) days of receiving an invoice from County, pay to County \$100_____for each day beyond the three (3) period set forth above that County remains in possession of such items and/or County may have its authorized representatives deliver such items to Public Body on such date and at such time during Public Body's clerk's regularly scheduled office hours County determines, in which case Public Body shall be deemed to have accepted possession of all such items.

2.5. Upon the earlier to occur of the expiration of the three (3) period set forth in Section 2.4 and the transfer of items to Public Body under Sections 1.4 and 2.5, above, Public Body shall be deemed to be responsible for all such items.

3. **PAYMENT; EXPENSES AND FEES.**

3.1. Except as otherwise provided in Section 5 of this Agreement, until such time as County notifies Public Body otherwise, County shall provide the Election Services to Public Body for each election at no cost to Public Body.

3.2. At such time County determines it will require the payment of a fee and/or reimbursement for costs and expenses by Public Body for County's Election Services for an upcoming election(s), County shall provide written notice to Public Body in advance of such election(s) with sufficient time for Public Body to terminate this Agreement in accordance with its terms setting forth in detail such fees, costs, and expenses and Public Body shall pay such amounts in accordance with the terms of this Agreement for Election Services rendered by County.

**Oakland County Clerk's Office
Elections Division
County Absent Voter Counting Board
Fee Schedule and Billing Practices**

<u>Item</u>	<u>Fee</u>
Election Workers	
Election Inspector Training Per Diem	\$ 25.00
Election Inspector Full Day Per Diem	\$ 200.00
Election Inspector Half Day Per Diem	\$ 100.00
Meals (max 2 for full day, 1 for half day)	\$10 per meal
Ballot Pickup	
Ballot Pickup by County (if requested)	\$150
Facility Rental	
Room Rental	
Oakland County Facilities Usage	No Charge
3rd Party Facilities Useage*	\$900 per day
Tables/Chairs Rental	
Oakland County Tables/Chairs	No Charge
3rd Party Tables/Chairs Rental	\$100 per day
Miscellaneous Charges	
Precinct Kits	Actual Cost
Legal Notices	Actual Cost

Charges would be billed within 45 days following an election. For school, community college or other special district elections, the county will bill the entity directly. For local elections or Federal/State elections, the city or township will be billed.

Election Workers and Facility Rental expenses would be divided amongst the participating cities and townships based on the number of ballots submitted for processing. (Example: If City A's ballots were 15% of the total ballots processed in the Absent Voter Counting Board, then City A would pay 15% of the total expenses for Election Workers and Facility Rental.)

The Ballot Pickup charge will be billed as requested. Precinct kits will be charged the same as currently charged.

Oakland County Facilities will always be utilized first. In the event capacity is exceeded, only then will outside facility useage will be explored.

* based on current Oakland Schools rate. Future rental costs and alternate facilities may be higher or lower.



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: June 7, 2021

RE: Proposed Charter Amendment Ballot Language – Property Tax & Special Assessments

During Budget Discussion, Council mentioned seeking some Charter language amendment to amend the date(s) that city taxes can be collected (on the winter tax bill or multiple payments)

Additional direction from City Council is needed relative to the parameters of the draft the language.

Current Process:

July 1	Summer Property Tax Bill Issued (includes 100% of city, county general, state education, zoo authority, community college, and intermediate school taxes and 50% of the Southfield Public School taxes AND any special assessments)
August	Last Day to Pay Summer Property Taxes without Penalty/Interest August 31.

Extended Payment Options:

- On September 1, 4% shall be added for late payment.
- On the first day of October and of each succeeding month, an additional ½ of 1% shall be added to the outstanding balance.

December	Winter Property Tax Bill – Due between December 1 and Feb. 14 (includes 100% of the Oakland County Parks & Recreation and Huron-Clinton Metropolitan Authority, and 50% of the Southfield Public School taxes)
March 1	Tax bills become delinquent and turned over to the Oakland County Treasurer for collection



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smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: June 21, 2021

RE: Resolution Establishing Charter Amendment Ballot Language Proposal Language

The City of Lathrup Village issued an RFP for Professional Auditing Services on April 20, 2021 for a 5-year contract, with option 2 additional year, in 1-year increments.

In recent discussions, the Administration identified that it would be most helpful in preparing the annual budget if the deadline were moved from the introduction and adoption in April and May to May and June.

A significant amount of information is not made available until mid-May and early June. This includes the rates from the Great Lakes Water Authority (GLWA), SOCWA, SOCRRRA and the Oakland County Water Resource Commission for the Evergreen Farmington Drain.

Being able to incorporate this information before the budget is adopted would be most helpful in formulating budget projections.

RECOMMENDATION: Approve placing the charter amendment before the voters at the November 2, 2021 election to move the budget process dates forward one month

Suggested Motion:

1. **MOTION TO:** Approve the resolution establishing charter amendment ballot proposal language for the November 2, 2021 election, and instruct the city clerk to transmit a copy of the proposed amendment to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of such proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

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

**RESOLUTION ESTABLISHING CHARTER AMENDMENT BALLOT
PROPOSAL LANGUAGE**

At a Regular meeting of the City Council of the City of Lathrup Village, Oakland County, Michigan, (the "City"), held on the 21st day of June 2021.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City of Lathrup Village City Council desires to Amend the City Charter by changing the budget presentation date from the third Monday in April to the third Monday of May; and

WHEREAS, the City of Lathrup Village City Council desires to Amend the City Charter by changing the budget adoption date from the third Monday in May to the third Monday of June; and

WHEREAS, MCL 117.21 states "The form in which a proposed charter amendment or question shall appear on the ballot, unless provided for in the initiatory petition, shall be determined by resolution of the legislative body, and if provided for by the initiatory petition, the legislative body may add an explanatory caption."; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. By a 3/5 vote of its members, pursuant to the authority granted by Public Act 279 of 1909, as amended, proposes that sections 8.2 and 8.5 of the Charter of the City of Lathrup Village shall be amended to read as follows:

Section 8.2. Budget Procedures:

The City Administrator shall prepare and submit to the Council on the third Monday in *May* of each year a recommended budget covering the next fiscal year, and shall include therein at least the following information:

- (a) Detailed estimates with his supporting explanations of all proposed expenditures for each department, office, and agency of the city, and for the court, showing the expenditures for corresponding items for the last preceding fiscal year in full, and for the current fiscal year to March first and estimated expenditures for the balance of the current year;
- (b) Statements of the bonded and other indebtedness of the city, if any, showing the debt redemption and interest requirements, the debt authorized and unissued, and the condition of sinking funds, if any;
- (c) Detailed estimates of all anticipated revenues of the city from sources other than taxes with a comparative statement of the amounts received by the city from each of the same or similar sources for the last preceding fiscal year in full, and for the current fiscal year to March first, and estimated revenues for the balance of the current fiscal year;
- (d) A statement of the estimated balance or deficit for the end of the current fiscal year;
- (e) An estimate of the amount of money to be raised from current and delinquent taxes and the amount to be raised from bond issues which, together with any available unappropriated surplus and any revenues from other sources, will be necessary to meet the proposed expenditures;
- (f) Such other supporting information as the Council may request.

Section 8.5. Adoption of Budget:

Not later than the third Monday in *June* in each year, the Council shall by resolution adopt a budget for the next fiscal year, shall appropriate the money needed for municipal purposes during the next fiscal year of the city and shall provide for a levy of the amount necessary to be raised by taxes upon real and personal property for municipal purposes subject to the limitations contained in Section 9.1.

Provisions of existing sections 8.2 and 8.5 of the Charter of the City of Lathrup Village to be amended by such proposal, if adopted, now read as follows:

Section 8.2. Budget Procedures:

The City Administrator shall prepare and submit to the Council on the third Monday in April of each year a recommended budget covering the next fiscal year, and shall include therein at least the following information:

- (a) Detailed estimates with his supporting explanations of all proposed expenditures for each department, office, and agency of the city, and for the court, showing the expenditures for corresponding items for the last preceding fiscal year in full, and for the current fiscal year to March first and estimated expenditures for the balance of the current year;
- (b) Statements of the bonded and other indebtedness of the city, if any, showing the debt redemption and interest requirements, the debt authorized and unissued, and the condition of sinking funds, if any;
- (c) Detailed estimates of all anticipated revenues of the city from sources other than taxes with a comparative statement of the amounts received by the city from each of the same or similar sources for the last preceding fiscal year in full, and for the current fiscal year to March first, and estimated revenues for the balance of the current fiscal year;
- (d) A statement of the estimated balance or deficit for the end of the current fiscal year;
- (e) An estimate of the amount of money to be raised from current and delinquent taxes and the amount to be raised from bond issues which, together with any available unappropriated surplus and any revenues from other sources, will be necessary to meet the proposed expenditures;
- (f) Such other supporting information as the Council may request.

Section 8.5. Adoption of Budget:

Not later than the third Monday in May in each year, the Council shall by resolution adopt a budget for the next fiscal year, shall appropriate the money needed for municipal purposes during the next fiscal year of the city and shall provide for a levy of the amount necessary to be raised by taxes upon real and personal property for municipal purposes subject to the limitations contained in Section.

2. That the City of Lathrup Village determines the charter amendment question shall appear on the ballot of the next regular election as follows:

BUDGET DEADLINE DATES CHARTER AMENDMENT
PROPOSAL 1

Shall the City of Lathrup Village Charter be amended to extend the budget presentation and adoption deadlines by one month, the new dates being the third Monday of May and the third Monday of June respectively.

[YES] [NO]

3. The city clerk shall transmit a copy of the proposed amendment to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of such proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment shall be submitted to the qualified electors of this city at a regular election to be held in the City of Lathrup Village on November 2, 2021, and the city clerk is directed to give notice of the election and notice of registration in the manner prescribed by law.
5. The City Clerk is directed to give notice of the election and notice of registration in a manner prescribed by law and to do all things and to provide all supplies necessary to submit the Charter amendment to a vote of the electors as required by law.
6. The proposed amendment shall be published in full together with the existing charter provision altered or abrogated by the amendment as part of the notice of election.

YEAS: _____

NAYS: _____

ABSENT/
ABSTAIN

STATE OF MICHIGAN)
COUNTY OF OAKLAND)ss

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Lathrup Village, Oakland County, Michigan at a special meeting duly called and held on the 21st day of

June 2021, the original of which resolution is on file in my office, and that notice of said meeting was given, the meeting was held and the minutes filed in accordance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, as amended.

Yvette Talley
City Clerk



Charter Amendment – HRC

Legislative Body Resolution

Home rule cities may amend their charters in accordance with procedures found in sections MCL 117.21-117.25 of the Home Rule City Act (Act 279 of 1909). The amendment process may be used to change details in the charter. It is not permissible to change the form of government by charter amendment (e.g. providing for a city-manager system in place of a mayor-council form). Examples of changes that can be made by amendment are changes to increase or decrease the number of councilmembers, changing the position of clerk or treasurer from an elected to an appointed one, setting the purchasing dollar amount limit that can be spent before the municipality is required to establish a bid process, and establishing pension plans.

Another important restriction on the amendment process is that any proposed amendment must be confined to one subject. If a subject embraces more than one related proposition, each proposition must be separately stated to afford electors the opportunity to vote for or against each proposition (MCL 117.21).

1. Proposal. Charter amendments may be proposed in one of two ways, either by resolution of 3/5 of the members of the city's governing body (MCL 117.21) or by initiatory petition (MCL 117.21, 117.25).

2. Publication. The proposed charter amendment must be published in full with existing charter provisions which would be altered or abrogated by the amendment (MCL 117.21). The manner of publication shall be as prescribed by the city governing body (MCL 117.23). The publication requirement may be met by setting forth the amendment and the existing sections altered or abrogated in:

the resolution proposing the amendment, if proceedings are published; or
the election notice; or
a separate publication.

3. Submission to the Governor. All proposed charter amendments must be submitted to the Governor for approval. This should be done immediately after the council resolution to submit the amendment to a vote of the electors is adopted. The amendment is approved by the Governor if it is found to be legally unobjectionable.

4. Statement of Purpose. The act requires that a statement of the purpose of the proposed charter amendment be prepared to consist of a true and impartial statement of the purpose in not more than 100 words, exclusive of the short title or caption, in such language as shall create no prejudice for or against such amendment. The statement is prepared for printing on the ballot. However, the act requires that the text of the statement be submitted to the Attorney General for approval as complying with the act. It is necessary that it be submitted for such approval as early as conveniently possible. (This latter requirement is not to be confused with the requirement for submission of the proposed amendment to the Governor).

The “statement of purpose” requirement is based on a similar language found in Article XVII, Section 3 of the State Constitution, providing for the submission of constitutional amendments. Legal precedents interpreting the constitutional provision assist in interpreting Section 21 of the Home Rule City Act. Frequently the “statement of purpose” is framed as a question and in this form is submitted directly to the electors. This has been held to be a valid method (Thompson v Dearborn, 348 Mich. 23)

5. Election Procedure.

(a) *Election Date.* The amendment can be submitted either at a special or regular city election or general state election to be held not earlier than 60 days after adoption of the council resolution to submit the amendment to a vote of the electors (MCL 117.21).

(b) *Election Notice.* If the proposed amendment is to be submitted at a regular or general election, notice of the proposition to be voted on will be added to the regular election notice, by including a caption or brief description of the proposal(s) along with the location where an elector can obtain the full text (MCL 168.653a). The publication of the election notice must be at least 7 days before election day, while the publication of the notice of last day of registration must be at least 7 days before the last day for receiving registrations. (See Appendix C for suggested election notice form).

(c) *Form of Ballot.* The form of ballot customarily is established by the resolution of the governing body calling for the election on the proposal to amend the charter. If the section of the charter to be amended is reasonably short, the ballot will usually set forth the section in its amended form in full. Occasionally in such cases both the section in its existing form and in its proposed amendment form will be set forth on the ballot. However, it is required only that the statement of purpose appear on the ballot (MCL 117.21), and the statement of purpose may be in the form of the question itself. If it is not, then the question can be framed with reference to the statement of purpose somewhat like this:

“Shall Section_____of the city charter be amended to provide_____, as explained above?”

In addition to the 100-word statement of purpose, a short title or caption may be used on the ballot for quick identification.

The proposed charter amendment in full shall be posted in a conspicuous place in each polling place (MCL 117.21).

6. Filing. If the amendment is approved by the electors, two printed copies must be filed within 30 days after the election with the Secretary of State and two copies with the county clerk, together with a statement certified by the city clerk of the vote for and against the amendment. Upon such filing, the amendment becomes effective unless a different date for taking effect is set forth in the amendment (MCL117.24).

7. Resubmission. A proposed charter amendment defeated in an election may not be resubmitted to the electors for a period of two years (MCL 117.21).

APPENDIX A

CHECK LIST

PROCEDURE FOR CHARTER AMENDMENT
PROPOSED BY GOVERNING BODYMCL
Reference

- | | |
|--------------|--|
| MCL 117.21 | 1. A resolution proposing the amendment and setting the date for election is adopted. Requires a 3/5 vote of the members of the governing body. |
| MCL 117.22 | 2. City clerk sends copy of the proposed amendment to the Governor for approval. |
| MCL 117.21 | 3. City clerk sends copy of the “statement of purpose” of the proposed amendment to the Attorney General. |
| MCL 117.21 | 4. City clerk publishes proposed amendment in full with charter sections altered or abrogated, as directed by governing body. (This can be fulfilled in the Resolution, the notice of last day of registration, the election notice, or a separate publication.) |
| MCL 168.498 | 5. City clerk publishes notices of last day for registration (at least 7 days before the last day for receiving registrations). The notice shall include a caption or brief description of the ballot proposal, along with the location where the full text can be obtained. |
| MCL 168.653a | 6. City clerk publishes the election notice (at least 7 days before the election). The notice shall include a caption or brief description of the proposal along with the location where the full text can be obtained. |
| MCL 117.21 | 7. Election day (at least 60 days after adoption of resolution). |
| MCL 117.24 | 8. City clerk will file 2 copies of the approved amendment with the Secretary of State and 2 copies with the county clerk (within 30 days after election day). |

APPENDIX B
SUGGESTED RESOLUTION FORM

BE IT RESOLVED, by the city council of the city of _____, Michigan as follows:

1. By a 3/5 vote of its members-elect, pursuant to the authority granted by Public Act 279 of 1909, as amended, proposes [that section _____ of the charter of the city of _____ shall be amended to read as follows:] or [that a new section _____ be added to the charter of the city of _____, to read as follows:]

[Insert the section in the proposed form.]

Provisions of existing section _____ of the charter of the city of _____ to be altered or abrogated by such proposal, if adopted, now read as follows:

[Insert the section altered or abrogated in full.]

2. The purpose of the proposed amendment shall be designated on the ballot as follows:

[Insert in not more than 100 words the purpose of the amendment.]

3. The city clerk shall transmit a copy of the proposed amendment to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of such proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment shall be submitted to the qualified electors of this city at a special election to be held in _____ on _____, and the city clerk is directed to give notice of the election and notice of registration in the manner prescribed by law.

5. The proposed amendment shall be submitted to the electors in the following format:
PROPOSED AMENDMENT TO SECTION _____ of the CHARTER OF THE CITY OF _____ TO _____.

[Insert brief title (caption) of amendment.]

A city charter amendment proposed by the city council to amend section _____ of the charter by _____

[Insert statement of purpose as set forth in paragraph 2, above]

Shall section _____ of the charter of the city of _____ be amended to _____

[Here insert the brief title, as above, or, if the amendment is short and not too complex, it may be desirable to insert the proposed amended section in full.]

[YES] [NO]

6. The proposed amendment shall be published in full together with the existing charter provision altered or abrogated by the amendment [as part of the notice of election.] or [once in _____ newspaper not less than _____ days prior to the election.] (Note: This section may be omitted altogether if the resolution will be printed in full as part of the minutes of the meeting at which adopted.)

7. The canvass and determination of the votes of said question shall be made in accordance with the laws of the State of Michigan and the charter of the city of _____.

APPENDIX C

SUGGESTED FORM FOR ELECTION NOTICE

ELECTION NOTICE

To the qualified electors of the city of _____,

Notice is hereby given that a _____ election
(indicate whether regular, special, or primary)

will be held in _____, on _____ (date),
from 7 a.m. to 8 p.m. for the purpose of voting on the following proposals:
(list all proposals to be submitted to voters)

Proposal No. 1

[Insert caption of proposal, if any, as it will appear on ballot.]

[Insert statement of purpose as submitted to and approved by Attorney General] so as to read as follows:

[Insert section of charter in its proposed amended form.]*

Provisions of existing charter to be altered by such proposal, if adopted, now reads as follows:

[Insert the section or sections abrogated or altered in full.]*

List of polling place locations _____

(clerk)

* If proposed charter amendment together with existing charter provisions which would be altered or abrogated have been published in full with the published proceedings of the meeting at which the resolution was adopted or in a separate publication, these portions of the election notice may be omitted.