



City Council Study Session Agenda

Monday, February 22, 2021 at 6:00 PM
Remote Meeting via Zoom

ZOOM REMOTE MEETING INFORMATION

Webinar ID: 955 8354 8834

Password: 545651

Online: <https://zoom.us/j/95583548834?pwd=NVpVTjNkZWYyemdhNHA3ZldGcU5vQT09>

Telephone: 646.558.8656 or 312.626.6799

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

1. **Call to Order**
2. **Discussion Items**
 - [A.](#) Realtor Contract – House in the Woods Property
 - [B.](#) Cannabis Update
 - [C.](#) Infrastructure Committee Update
 - [D.](#) Municode Meetings - Update
 - [E.](#) Technology Upgrades
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: February 22, 2021

RE: Realtor Contract – House in the Woods Property

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

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

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

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

Suggested Motion:

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

INDEPENDENT CONTRACTOR AGREEMENT
FOR REALTOR SERVICES

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

WITNESSETH

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

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

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

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

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

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

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

1. Performance:

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

2. Relationship:

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

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

3. **Compensation:**

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

4. **Terms of Agreement:**

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

5. **Conflict:**

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

6. **Insurance Indemnification:**

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

7. **No Other Benefits:**

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

8. **General Provisions:**

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

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

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

CITY OF LATHRUP VILLAGE

BY: _____
Mykale Garrett, Mayor

BY: _____
Yvette Talley, City Clerk

INDEPENDENT CONTRACTOR:

BY: Natasha Hughes Smith
Natasha Hughes Smith



Greater Metropolitan Association of REALTORS®
EXCLUSIVE RIGHT TO SELL CONTRACT

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

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

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

2. **PROPERTY DESCRIPTION:** ☐ Residential ☐ Condominium ☐ Multi-Family ☐ Commercial/Industrial ☒ Vacant ☐ Other
Property is located in the ☐ Village ☒ Township ☒ City of Lathrup Village, County of Oakland, Michigan, commonly known as (street address)
19600 Forest Drive (zip code) 48076
N SW SEC COR, TH S 69-28-15 W 165-71 FT, TH ALG CURVE TO LEFT, RAD 300 FT, CHORD BEARS S 70-32-24 E 393.93 FT, DIST OF 429-74 FT, TH N 25-44-41 W 141-21 FT, TH ALG CURVE TO LEFT, RAD 113 FT, CHORD BEARS N 68-08-13 W 166-91 FT, DIST OF 522-21 FT TO BEG 1.94 AS-2-94 PR 001
Legal Description: TH, R108, SEC 14 PART OF SW 1/4 BEO AT PT DIST N 34-58-05 E 1769.41 FT & S 45-45-43 W 118-75 FT BEO

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

SELLER excludes the following items:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For (REALTOR®/BROKER FIRM)

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

(Name and Address)

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Item 2A.



Vacant Land Addendum



Item 2A.

This Addendum is attached to and made a part of a certain Purchase Agreement between the undersigned parties
dated 02/08/21 covering property commonly known as 19600 Forest Drive
Lathrup Village MI 48076

ALL PARTIES SHALL INITIAL ANY CLAUSE WHICH IS PART OF THIS PURCHASE AGREEMENT

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

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

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

3. **Existing Well and/or Septic** – Purchaser and Seller understand that the property has an existing well and/or septic, _____ Reference Paragraph 25 and recognize the Well and Septic Addendum as part of this agreement.

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

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

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

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

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

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

9. **LIABILITY OF PURCHASER FOR DAMAGE** – Purchaser agrees, at Purchasers own expense to restore the property to substantially the same condition as existing before such testing by Purchaser.

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

Witness

Purchaser

Date

Purchaser

Witness **Natasha Hughes Smith**
Lathrup Village

Seller Mykale Garrett Mayor, City of

Date

Seller

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

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A HERITAGE OF GOOD LIVING

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

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:**TO:** Mayor Garrett and City Council Members**FR:** Sheryl Mitchell Theriot, City Administrator**DA:** February 22, 2021**RE:** Cannabis Update

The Cannabis Caregiver Ordinance establishing an overlay district in the “Office” zoning district is in effect.

LINKS:

- [Informational Presentation on Primary Caregivers Ordinance](#)
- [Zoning Ordinance Amendment – Caregiver Overlay District](#)

The Planning Commission is continuing to work on the draft ordinance for Recreational/Medical Marijuana Licensing.



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COUNCIL COMMUNICATION:**TO:** Mayor Garrett and City Council Members**FR:** Sheryl Mitchell Theriot, City Administrator**DA:** February 22, 2021**RE: Infrastructure Committee Update**

WATER & SEWER: The \$5.38 million Water/Sewer Capital Improvement Bond estimated projects costs include:

Project	PROJECT TOTAL
Lead & Copper Service Line Material ID & Stop Box Replacement	\$1,320,000
Lead & Copper Service Line Replacements	\$500,000
Water Meter Replacement	\$860,000
Sanitary Sewer Repairs	\$480,000
Retention Tank Repairs	\$550,000
Water Main Replacements	\$1,360,000
Fire Hydrants	\$552,000
Gate Valves	\$972,000
Sidewalks	\$20,000
Ditches	\$300,000
Culvert Jet Cleaning	\$30,000
Bond Financing	\$145,000
Legal Fees	\$32,000
Total Project Needs:	\$7,121,000
Use Funds available from Water & Sewer Fund	\$1,880,000
Bond Need:	\$5,241,000
Contingency	\$139,000
Bond issuance	\$5,380,000

A “Notice of Intent to Taxpayers and Electors” was published on January 7, 2021. State law provides that the bonds can be issued without a vote of the electors, unless a petition requesting a vote is signed by no less than 10% of the registered electors within 45 days of the publication of the notice. This timeframe ends at the close of business on Monday, February 22, 2021.

The resolution relative to authorizing the issuance of the bonds is anticipated to be on the March 1, 2021 Special Meeting.

Culverts – 8 homes on Cambridge, Avilla and Sunset will be contacted regarding repair of their non-compliant culverts, in association with the Street Paving project.

Sunde Services – a contract is in the process of being drafted for Sunde to replace stop boxes and to conduct the visual water line material excavation/inspection for lead and copper. They are to replace/refurbish 40 fire hydrants a year over 3 years (most haven’t been worked on since the 1920s). Replace/refurbish 54 gate valves.

Water Meters – the self-check by residents is having a very slow response. Will include in the upcoming Your Town publication. Will also focus on getting responses from homes in the area of the upcoming 2021 street projects. Collecting volunteers for the water meter testing project. Expect to submit to company for scheduling by next week.

STREET PAVING: The bids were received for the 2021/22 Street Paving Projects – (Year 1) funded through the Street Improvement Bonds. The acceptance of the bid is on today’s agenda. The work consists primarily of reconstructing and rehabilitating 2.0 miles of local streets, including but not limited to: landscape restoration, driveway repairs, culvert replacement, culvert cleanout, ditch cleanout, drainage structure adjustments, and related work items (Cambridge, Sunnybrook, Bungalow, Santa Barbara South, Sunset, Avilla, San Jose, Glenwood West, Wiltshire, and Alhambra. Additional work included in the bid, but not funded by the bonds are: portion of DPS parking lot and concrete portion of Santa Barbara. The City Engineer is recommending awarding the bid to the lowest bidder – Asphalt Specialists, Inc for \$1,167,339.75. Work is estimated to begin May 3, 2021.

East Bound 11 Mile (east of Southfield Rd) – we submitted an application for funding to the Oakland County Federal Aid Committee for Fiscal Year 2024 funding. The estimated cost was \$455,033, with Federal Grant of \$364,027 (80%) and LV Major Road Match of \$91,007 (20%). However, our request did not receive enough points to qualify for funding.

SIDEWALK REPLACEMENT PROGRAM – the 2021 project area is the residential area south of 11 Mile/I-696 and the commercial corridor of Southfield Road have been identified as this year’s Special Assessment District. Letters will be going out to property owners. The 1st Public Hearing is being scheduled for March 15th. The 2nd Public Hearing and Special Assessment roll is scheduled for April 19, 2021.

TREE ROOTS - It is recognized that many of the sidewalks are lifted up by the roots from City trees located in the easement area. The repair/replacement of the sidewalk is the responsibility of the property owner. Some of the sidewalk repairs may require the grinding of the tree roots, in order to help level the flags. **Need direction from Council on if the cost associated with the trees should also be the responsibility of the property owner, or will the city assume this cost of grinding the tree roots (est. \$100 each)**



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

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COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members**FR:** Sheryl Mitchell Theriot, City Administrator**DA:** February 22, 2021**RE:** Municode Meetings - Update

The Municode Meetings system is up and running! The Feb. 22 agenda packets were generated using this platform as our trial run. Yvette, Susie and I have been trained on how to use it. Plan to expand to include the Planning Commission and DDA meeting shortly.

Highlights:

- Agenda - There is a portal to access the agendas, minutes and agenda packets. <https://lathrup-mi.municodemeetings.com>
- Public Comment - the portal has a LINK that allows anyone to submit their comments for any upcoming meeting on a web-based form. <https://lathrup-mi.municodemeetings.com/bc-citycouncil/webform/public-comment-submission-form>

City Website Search Meeting Files

Public Comment Meetings Calendar

From: Feb 19 2001 To: Mar 21 2021 Meeting Group: - Any - Apply Reset

Meetings Directory

Date	Meeting	Agenda	Agenda Packet	Minutes	Video/Audio	View
03/15/2021 - 7:00pm	City Council Regular Meeting					View Details
02/22/2021 - 7:00pm	City Council Regular Meeting					View Details
02/22/2021 - 6:00pm	City Council Study Session					View Details

- Historical documents and the Board Management features are not yet activated.

The president of Municode, Brian Gilday, has been working directly with us to assist in making sure all of our questions are being answered.



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COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: February 22, 2021

RE: Technology Upgrades

At the February 1, 2021 Study Session, Council's consensus was to move forward with the implementation of two technology upgrades that were recommended by the City Administrator: Point & Pay (online payments) and ClearGov (budgeting document preparation and publishing).

Point & Pay –Point & Pay allows for integration with BS&A, which includes the ability to pay online for permits, water bills and e-billing. Customers will have access to web-based real-time reports online. Cost: \$400 set up fee and \$50 monthly maintenance fee. Customers will have fees for use of credit/debit cards (3% with \$2 minimum) and e-Checks (\$3 for up to \$10,000). We are in the process of onboarding. Pam and I have a meeting on Monday to go over the implementation process and system configuration.

ClearGov –The ClearGov Digital Budget Book is easy to implement and update, while providing for an optimal user experience. It also aligns with the GFOA budget best practices. The price quoted: One time set-up cost is \$1,200 (includes training – prorated for this year at \$1,875). Unfortunately, this does not include the feature of the Operational Budget – that replaces spreadsheets and automates the budgeting process. The annual subscription is \$7,950 and onboarding fee of \$1,200. They offered to discount the package for an annual subscription of \$10,271 for both modules. These are excellent tools, but the cost is significant and would not recommend only having one of them. I have advised that we will not be moving forward. Will re-evaluate as part of the FY 2021/22 Budget considerations.

Intellinetics, Inc. – previously named CEO Image Systems. They provide secure document scanning for the police department. The Administration is now utilizing this service to digitize our Building Files documents into storage on a cloud-based system. City employees and attorneys will be able to retrieve the documents based on property ID or address.