



City Council Regular Meeting

Monday, August 18, 2025 at 7:30 PM

27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order** by Mayor Garrett

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Agenda**

5. **Zoning Board of Appeals**

A. ZBA Bylaws

B. Public Hearing

i. Request to Approve Variance Request - 26600 Southfield Road (Holbrook Auto Parts) - Wall Sign

6. **Public Comment for Items on the Agenda** (speakers are limited to 3 minutes)

7. **Consent Agenda**

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

A. Approval of Minutes

i. 7-21-25 - Council Study Session

ii. 7-21-25 - Council Regular Meeting

iii. 8-4-25 - Council Study Session

B. Building & Code Enforcement Reports

C. Finance Department Reports

D. LVPD Monthly Reports

E. Community & Economic Development Report

8. Action Requests - For Consideration / Approval

A. Request to Approve Ordinance #2025-03 - An Ordinance to Amend Article 2 Sign Ordinance

B. Request to Approve Ordinance #2025-04 - An Ordinance to Amend Chapter 10. Animals, by Amending Article IV. Chickens, Section 10-131. Number Limits, and Section 10-132. Structure

C. Request to Approve Ordinance #2025-05 - An Ordinance to Amend Chapter 18. Businesses, Article IV. Landlords & Tenants, Section 18-181 Definitions & Section 18-184 Rental Licenses

D. Request to Approve Ordinance #2025-06 - An Ordinance to Amend Article 18. Businesses, by Adding a New Article, Article VII. Short-Term Rentals, to Provide for the Licensing & Regulation of Short-Term Rentals in the City of Lathrup Village

E. Request to Approve Police Department Floor Replacement Project

F. Request to Approve the Purchase of Police Department Body Cameras

G. Request to Approve EGLE Cross Connection Control Contractor

H. Request to Approve Water Meter Cell Tower Gateway Electrical

I. Request to Approve City Hall RTU-2 Compressor Replacement

J. Request to Approve 2007 General Obligation Bond Payment Acceleration

K. Request to Approve Master Plan & Parks/Recreation Plan Update Proposal

9. City Administrator Report

10. City Attorney Report

11. Reports of Boards, Commissions, and Committees

i. Finance Review Committee

ii. Downtown Development Authority

iii. Planning Commission

iv. Parks & Recreation

v. Tree Committee

vi. Southfield Public Schools

12. Unfinished / New Business

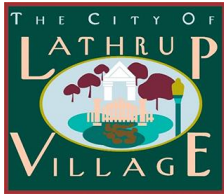
13. Public Comment (speakers are limited to 3 minutes)

14. Mayor and Council Comments

15. Adjourn

ADDRESSING THE CITY COUNCIL

- Your comments shall be made during times set aside for that purpose.
- Stand or raise a hand to indicate that you wish to speak.
- When recognized, state your name and direct your comments and/or questions to any City official in attendance.
- Each person wishing to address the City Council and/or attending officials shall be afforded one opportunity of up to three (3) minutes duration during the first and last occasion for citizen comments and questions and one opportunity of up to three (3) minutes during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
- In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.
- No speaker may make personal or impertinent attacks upon any officer, employee, or City Council member or other Elected Official, that is unrelated to the manner in which the officer, employee, or City Council member or other Elected Official performs his or her duties.
- No person shall use abusive or threatening language toward any individual when addressing the City Council.
- Attendees are permitted to make video and sound recordings of the public meeting. However, video recording devices shall only be permitted in a designated area, and the device shall remain there through the duration of the meeting.
- Any person who violates this section shall be directed by the Mayor to be orderly and silent. If a person addressing the Council refuses to become silent when so directed, such person may be deemed by the Mayor to have committed a "breach of the peace" by disrupting and impeding the orderly conduct of the public meeting of the City Council and may be ordered by the Mayor to leave the meeting. If the person refuses to leave as directed, the Mayor may direct any law enforcement officer who is present to escort the violator from the meeting.



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

TO: Zoning Board of Appeals
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: ZBA Bylaws

Background Brief: Throughout the City's Redevelopment Ready Communities (RRC) certification process, the City has been required to submit bylaws of all the City's boards/commissions. While reviewing files, we were unable to find an approved copy of the ZBA bylaws. To be consistent across all boards/commissions and to meet our requirements for RRC certification, we are seeking ZBA approval of operating bylaws.

Board bylaws serve as the internal operating manual for a group, defining its structure, governance procedures, and the roles and responsibilities of its board members and officers. They ensure smooth functioning, legal compliance, and adherence to the organization's mission and purpose.

The enclosed bylaws are straightforward and reiterate/summarize much of what is included within our City ordinances. Bylaws are living documents and can be amended after approval by a majority vote of the ZBA.

Previous Action: N/A

Economic Impact: N/A

Recommendation: It is my recommendation to approve the ZBA bylaws.

Recommended Motion:

Moved by Councilmember _____, seconded by Councilmember _____
 , to approve the Zoning Board of Appeals bylaws.

Kelly Garrett
Mayor

Bruce Kantor
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

Maria Mannarino
Council Member

**City of Lathrup Village
Zoning Board of Appeals
Bylaws**

Article I – Name

This body shall be known as the **City of Lathrup Village Zoning Board of Appeals** (“ZBA”).

Article II – Purpose

The Zoning Board of Appeals is established under the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended) to hear and decide appeals regarding the interpretation and application of the City of Lathrup Village Zoning Ordinance, and to grant variances as provided by law.

Article III – Membership

Section 1. Composition: The ZBA shall consist of the five duly elected members of the Lathrup Village City Council. The Mayor shall serve as Chairperson of the ZBA.

Section 2. Terms: Terms of service on the ZBA shall correspond to each member’s elected term on the City Council.

Section 3. Vacancies: Any vacancy on the ZBA shall be filled per procedures governing the City Council.

Article IV – Officers

Section 1. Chairperson: The Mayor of the City Council shall serve as Chairperson of the ZBA. The Chairperson shall preside over all meetings, administer oaths if necessary, and ensure proper conduct of proceedings.

Section 2. Secretary: The City Clerk or designee shall serve as Secretary to the ZBA, maintaining official records and preparing minutes.

Article V – Meetings

Section 1. Schedule: The ZBA shall meet as needed during regularly scheduled City Council meetings, typically held on the third Monday of each month, or as otherwise determined and noticed in compliance with the Michigan Open Meetings Act.

Section 2. Notice: All meetings shall be noticed and conducted following the Michigan Open Meetings Act.

Section 3. Quorum: A majority of ZBA members (three) shall constitute a quorum necessary to conduct business.

Section 4. Voting: All decisions of the ZBA shall require the concurring vote of a majority of the members of the ZBA. Members must be present to vote; proxy or absentee voting is not permitted.

Section 5. Rules of Procedure: The ZBA shall follow procedures outlined in the Michigan Zoning Enabling Act and applicable City ordinances. Parliamentary procedure shall be guided by Robert's Rules of Order unless otherwise stated.

Article VI – Powers and Duties

The ZBA shall have the authority to:

1. Hear and decide appeals from any order, requirement, decision, or determination made by an administrative official charged with enforcement of the zoning ordinance;
2. Interpret the provisions of the zoning ordinance and zoning map;
3. Authorize variances from the strict application of the zoning ordinance where practical difficulties or unnecessary hardship would result, in accordance with state law and local ordinance.

Article VII – Records

All ZBA proceedings shall be recorded in the official minutes maintained by the City Clerk or designee. All records shall be available to the public under the Michigan Freedom of Information Act.

Article VIII – Amendments

These bylaws may be amended by a majority vote of the ZBA at any regular or special meeting, provided that such amendments are consistent with state law and the City Charter.

Zoning Board of Appeals Handbook

Zoning Board of Appeals Handbook

Published by the Michigan Municipal League

Written by Steve Langworthy
LSL Planning
Community Planning Consultants

Printed March, 2000

Reprinted July 2006, December 2015

ISBN 1-929923-02-3

About the Author:

Steve Langworthy is retired from the firm of LSL Planning. His more than 25 years of planning experience includes six years as the Planning Director and Zoning Administrator for the city of Kentwood and extensive experience in a variety of communities as a consulting planner. Steve authored numerous master plans, zoning ordinances, and special studies for communities of all sizes and levels of government.

Forward:

Along with the other appointed and elected municipal officials in your community, members of a zoning board of appeals accept responsibility to protect the personality and vitality of your community. To carry out their duties, these volunteers must digest a mountain of information and negotiate a maze of delicate situations.

This handbook was written to help new zoning board of appeals members understand the scope of their role and responsibilities, and to provide them with a basis of understanding in order to capably perform their duties within the law. Topics covered include: the role of the zoning board of appeals as a whole and the roles and responsibilities of individual members; an explanation of the Michigan Zoning Enabling Act; the ZBA's relationship to other municipal bodies and individuals; how to identify and handle conflicts of interest; how to interpret a zoning ordinance; types of variances; preparing for and conducting meetings; and guidelines for making tough decisions.

As the state association of cities and villages, the Michigan Municipal League is committed to providing a variety of educational resources for both elected and appointed municipal officials to assist them in doing their jobs. The League is a non-partisan, nonprofit association working through cooperative effort to strengthen the quality of municipal government and administration.

This handbook is the latest step in our continuing effort to help municipalities meet the daily challenges of governing. Our thanks go to community planning consultant Steve Langworthy of LSL Planning for developing this text. His knowledge, creativity, insight and patience are most appreciated. Contributing to the legal accuracy of this book were attorney Gerald A. Fisher of Kohl, Secrest, Wardle, Lynch, Clark & Hampton and League Associate General Counsel Sue Jeffers. The Information and Publications staff of the League added a measure of common sense and smooth flavor.

The League's goal is to produce publications that will help to make your job easier. We welcome suggestions for additions to this publication and your comments in regard to all of our publications. Let us know how we are doing and how we can be of further assistance.

Daniel P. Gilmartin
Executive Director

Introduction—The Job

Congratulations!

§ 1 Your appointment to the zoning board of appeals (ZBA) is one that carries a significant responsibility for protecting your community and its future.

This handbook will provide you with some hints about how to be an effective member of the zoning board of appeals. It will tell you about the laws and regulations governing zoning and provide information about some of the expectations and methods you may use to prepare, make and enforce your decisions.

During your term you will encounter a wide variety of zoning related problems. Knowing some of the intricacies of zoning is only a part of your responsibilities. You will also learn how to deal with people, both applicants and neighbors, with patience, tact and diplomacy. Knowing how to act in stressful circumstances is one of the most important parts of the job, and one that is best learned through experience. The *Zoning Board of Appeals Handbook* is your head start on learning how to deal with these difficult situations.

You are encouraged to seek other sources for learning about the technical details of zoning and related topics. These, too, will be a significant part of your job as a member of the zoning board of appeals. The Michigan Municipal League can suggest a number of documents that can help you on your way, as well as an ongoing series of courses you may find helpful.

What's in a Name?

§ 2 Your zoning ordinance may have given a different name to your board than the zoning board of appeals, such as the Board of Appeals, Board of Zoning Appeals, Board of Appeals and Adjustment or some other

similar name. In townships this should not be confused with the Zoning Commission, which is a derivative of a planning commission. Regardless of the name, the duties and authority of the ZBA are largely the same.

The Job

§ 3 The future of your community will be greatly affected by the decisions you make as a member of the zoning board of appeals. Few voluntary, non-elected appointments have the kind of power granted to the ZBA. This is because it is one of only a few bodies that can permit someone to legally avoid compliance with an adopted ordinance. The exercise of this power is restricted by standards discussed in greater detail below that are to be applied in decision making.

It Begins with a Philosophy

§ 4 Becoming an effective ZBA member begins with a clear philosophy of your approach to the task. Perhaps you had a desire to give something back to the community, or something happened in your neighborhood that disturbed you or you wanted to help people. Most likely, you did not get into the job for the money (you did volunteer, after all).

Regardless of why you decided to accept the appointment, to be an effective member, your participation will require a serious commitment of time and energy, and a serious commitment to the laws governing the decisions of the ZBA.

It may help to understand why the job of the zoning board of appeals was created in the first place.

What is a Zoning Board of Appeals?

§ 5 Early in the history of zoning it was recognized that it was nearly impossible to write a set of regulations affecting the development of land that could be universally applied. Many communities in Michigan and throughout the country had hundreds or thousands of parcels of land to which zoning standards had to be applied. As a result, it was clear that a means of providing relief from the strict requirements of the zoning ordinance was needed for property owners with unique conditions related to their property.

To provide an avenue of appeal, each state's zoning enabling acts required that any community which adopted a zoning ordinance have a zoning board of appeals. The function of the ZBA was to be a quasi-judicial body, to carry out two principal functions:

1. To hear and decide appeals of administrative decisions made in implementing the zoning ordinance; and
2. To hear and decide requests for variances from the strict terms of the zoning ordinance. In addition, the ZBA is occasionally called upon to interpret the provisions of the zoning ordinance.

The Role of the ZBA

§ 6 As a member of the zoning board of appeals, you will be dealing with one of the most enduring elements of society – land. Decisions based on the land nearly always last forever because they are in place regardless of the owner. Therefore, your decisions can have a serious effect on the use and value of land.

At the same time, you will be dealing with people, both applicants and neighbors affected by your decisions. You will find that this can create uniquely challenging

situations. Consequently, your actions must be based on the long-term interests of the community which, in turn, must be guided by the decision-making standards of the zoning ordinance.

Every person who can meet the criteria for relief has the right to seek relief from a zoning ordinance requirement. If the standards used by the ZBA are carefully considered and followed, the integrity of the ordinance should be maintained. However, not following such standards leads to problems. Too often variances are granted simply because no one sees any harm. The ZBA soon gains a reputation for not following its ordinance. One merely has to go to the zoning board of appeals to obtain relief from the ordinance—getting a variance is no problem. Eventually, the offhand granting of variances harms the community's ability to enforce the ordinance. Moreover, poorly supported decisions can, over time, destroy the credibility of the zoning ordinance. It is up to the members of the zoning board of appeals to prevent this by strictly applying the standards of the ordinance.

These decisions will not always be easy. In some instances, you will know the land owners, neighbors or applicants personally. The key to acting in a responsible manner is to act in ways that will allow you to treat each person and property in a fair and consistent manner.

Chapter 1

The Basics

§ 7 In the Introduction we noted that being an effective ZBA member begins with a clear understanding of the job and each member's approach to it. Two important aspects with which you should be familiar are the legal basis for the zoning board of appeals and the relationship between the ZBA and other bodies and officials dealing with the zoning process.

The Zoning Enabling Act

§ 8 All zoning authority is granted by the state through the new Michigan Zoning Enabling Act, (PA 110 of 2006). Counties that have adopted a zoning ordinance have zoning authority over townships (but not over cities or villages) which do not have their own zoning ordinance. Cities, villages and townships that have their own zoning ordinances do not fall under county authority.

The zoning enabling act defines the membership, responsibilities and authority of the ZBA. It also describes general rules for the formation and operation of a zoning board of appeals. The chart on the following page outlines some of the differences in the organization of the ZBA at various levels of government.

Membership

§ 9 Qualifications for membership are generally minimal. Members are only required to be an elector and be representative of the population distribution and the "various interests present" in the community."

Although less common, but still practiced, legislative bodies may also act as the ZBA, but only in cities and villages. In townships, an elected official may be a

member of the ZBA, but cannot be the chair.

In addition to regular members, up to two alternates may be appointed to the ZBA. Alternates serve in the event of a declared conflict of interest or absence of a regular member. When called, alternates serve until the application(s) is resolved. In the case of an absence, the alternate stays with the cases heard even if the absent member returns.

Bylaws

§ 10 The enabling act also permits the zoning board of appeals to adopt rules governing their operation, commonly referred to as bylaws. The bylaws should specify certain responsibilities, such as defining officers and their duties, quorum rules, special meeting procedures, conflict of interest procedures, and other aspects of the ZBA's operation. Bylaws are not part of the zoning ordinance but are adopted by the ZBA as its rules for operation.

Relationship to Other Bodies/Individuals

§ 11 It is also important to understand the relationship between the zoning board of appeals and others with responsibility in the zoning process. Zoning responsibilities are divided between several individuals and bodies.

Zoning Act:
Michigan Zoning Enabling Act
2006 PA 110
MCL 125.3101 et seq.

	Community
Number of members	Less than 5,000 population—not less than 3 members
	5,000 or more population—not less than 5 members
Membership	Planning commission member must be on the ZBA; elected official may be on ZBA. In cities and villages, the elected body may act as the ZBA.

Planning Act:

Municipal Planning Enabling Act
2008 PA 33
MCL 125.3081 et seq.

Purpose: to codify the laws regarding and to provide for county, township, city, and village planning; to provide for the creation, organization, powers, and duties of local planning commissions; to provide for the powers and duties of certain state and local governmental officers and agencies; to provide for the regulation and subdivision of land.

The Planning Commission

§ 12 The planning commission is given the responsibility of drafting the master plan; the legislative body must “approve the plan for distribution,” and may elect to become the adopting authority for the plan. After preparing a proposed plan, the planning commission must submit the proposed plan to the legislative body for review and comment. Before the adoption process can proceed, the legislative body must approve the distribution of the proposed plan. If it does not, it must return the plan to the commission with its objections. The

commission must then revise the plan until it is accepted by the legislative body.

The long-term effect of this change to the adoption process will have to be determined. But even if the planning commission is delegated the responsibility of completing and adopting the master plan, the legislative body should be involved in all of the critical steps of the process in order for the plan to be effectively implemented.

The master plan is intended to serve as a guide for the future development of the community. The plan is used to indicate locations for new development where natural features and the environment are not at risk, where community character will not be diminished, and where expenses for new roads and services will be at a minimum. It is essential that any action related to zoning, including those actions taken by the zoning board of appeals, should take into consideration the master plan.

The planning commission is also responsible for writing the first draft of the zoning ordinance. This was done to ensure a direct connection between the master plan and zoning ordinance. Local control of the use of land (with some exceptions, such as some state land uses and federal land

uses) is an accepted legal principle. Land use is controlled through the separation of land into various use areas, called zoning districts. The rules governing these districts are found in the zoning ordinance, which contains provisions controlling the type and intensity of development allowed.

The zoning ordinance should be established and amended as guided by the master plan. The future land use classifications of the ordinance's zoning districts are depicted on the zoning map that is part of the ordinance. The density and intensity planned for the land use districts are translated to the uses permitted, lot sizes and other regulations.

The courts of the State of Michigan do not recognize the master plan as authorizing land uses on its own. This authorization is contained in the zoning ordinance. However, the courts do lend much more credibility to land use actions supported by careful planning than those actions that appear to have been taken arbitrarily against an individual property owner.

The Legislative Body

§ 13 The elected governing body of the community has several responsibilities related to the zoning board of appeals. First, and most obvious, the members of the ZBA are appointed or approved by them, unless the legislative body itself decides to act as the ZBA (cities and villages only). Second, the legislative body is responsible for providing the funds necessary for the operation of the ZBA. This includes per diem (or per meeting) payments to members and other expenses such as mileage for site visits, attendance at conferences and training sessions, educational materials and other costs associated with the ZBA.

Finally, the legislative body is required to adopt the zoning ordinance and any

subsequent amendments, based on a recommendation from the planning commission. Ultimately, the legislative body decides what zoning regulations and policies will be adopted and followed by the community.

It is especially important for the ZBA to recognize its role in relation to the planning commission and legislative body, particularly with respect to the writing and adoption of the master plan and zoning ordinance. There is no formal process for the zoning board of appeals to play an advisory role in determining planning policies or zoning regulations. Accordingly, it is not the role of the ZBA to attempt to change those regulations or policies through their actions. This, of course, does not prevent the ZBA from communicating their thoughts regarding the ordinance during the course of performing its functions.

The Zoning Administrator

§ 14 The zoning administrator is the individual responsible for the day-to-day administration and enforcement of the zoning ordinance. In many communities the zoning administrator is a valuable contact between the ZBA and the applicant, ensuring that all relevant materials are provided, offering advice in filling out application forms, and advising the ZBA on important factual matters pertaining to the requests before them. In some communities the administrator is asked to provide written, advisory recommendations regarding applications.

In communities where staff or other assistance is available, some of the roles filled by the zoning administrator, including submission of recommendations, may be complemented or completed by these other individuals.

Duties and Responsibilities of the Zoning Board of Appeals

§ 15 The zoning board of appeals exercises three basic roles or functions. These include:

- a) Interpreting the ordinance (text and map),
- b) Deciding appeals from administrative decisions, and
- c) Granting variances (use and non-use).

The terms *appeal* and *variance* are often used interchangeably, but in fact are two entirely different concepts.

A variance, if granted, allows a departure from a particular requirement of the zoning ordinance.

An appeal is based on the fact that someone has made a decision related to the zoning ordinance, and another person disagrees with that decision.

Conflicts of Interest

§ 16 Knowing about conflicts of interest is important since the zoning act requires the use of an alternate when a member has a conflict. In some instances, failure to declare a conflict of interest may result in the removal of a ZBA member.

What Constitutes a Conflict of Interest?

§ 17 You probably have a conflict of interest if:

- you are the applicant;
- a close relative is the applicant;
- a business associate, lender or renter is the applicant;
- the proposal could allow you or a business associate to receive a financial gain or benefit;
- you are a planning commission representative to the zoning board of appeals and the matter to be heard is an appeal from a previous

planning commission decision in which you participated; or

If you have to ask...chances are others are asking as well. If you are in doubt about whether or not you have a conflict, it is often advisable to take a conservative approach and declare a conflict. This helps to avoid a public appearance of unfairness.

You may also consider the possibility of declaring a conflict of interest if your home falls within a notification radius used by your community for zoning board of appeals' actions. Since the sending of the notice automatically presumes some degree of interest, this fact should be recognized by declaring a conflict, particularly if a financial impact is likely.

Ultimately, the declaration of a conflict of interest becomes a personal issue and one that should be honored by the other members. If in doubt about whether a conflict of interest is present, it will generally be better to avoid the perception of a conflict, even though an individual member may conclude that a conflict does not exist.

What to Do

§ 18 In order to maintain public trust and insure fairness, it is important to follow some simple steps if a conflict is present. The ZBA bylaws should address fully those actions to be taken in the event of a conflict of interest. Suggested actions are:

1. Declare the apparent conflict of interest. If a member is aware of a conflict prior to the meeting, the staff/chair should be notified in order to allow an alternate to be called. If an alternate is called in, he or she serves on that case until it is completed.
2. Generally, voting by the other members on a conflict of interest is not necessary. However, if the ZBA adheres strictly to Robert's Rules of Order for all meeting procedures (not

just conflicts), members should be excused through a vote. However, declaring a conflict of interest should not be used as a means of avoiding a difficult or uncomfortable decision.

3. Abstain from voting and do not participate in deliberations, either as a member of the ZBA, or as a citizen. Although no one can be prohibited from speaking as a citizen, the comments from a fellow ZBA member will likely be viewed by the audience as being very influential and have the appearance of bias. This does not prevent the member from being represented by an attorney, family member or friend.
4. Once the conflict is declared, you may wish (but have no obligation) to leave the room. This will be a clear indication to the audience that the member has no part in the deliberation or decision, and it avoids any perception by the audience that the member is attempting to influence the others. By all means, the member with a conflict should vacate his or her seat during all proceedings involving the case.

Some Don'ts

§ 19 if you have a conflict of interest, Don't discuss the proposal, either formally or informally with any of the other members.

Don't use inside knowledge and contacts. Make sure that minutes, staff materials, etc., are obtained through the same procedures as any other applicant. It is best to have someone else collect this information.

Don't represent yourself if you are the applicant. Have someone else perform that function. It is acceptable to have other family members, an attorney or a personal representative speak for the member.

Interpretations

§ 20 The ZBA is authorized to issue an official interpretation of the zoning ordinance. Interpretations may be related to either the text of the zoning ordinance or to the boundaries of the zoning map. Unlike legal opinions or recommendations of consultants, an interpretation by the ZBA establishes the meaning of the matter being interpreted and is deemed to be the actual meaning of the ordinance from that point forward, unless the ZBA's interpretation is appealed to the courts.

Several rules of thumb may help in making interpretations.

a) Base map interpretations on the zoning ordinance itself and any relevant historical information. Commonly, these rules are of the "walk like a duck" variety. In other words, if it appears as though the zoning boundary follows a river, it should be assumed to follow the river, or a road right-of-way, or some other physical feature. Where the boundary is unclear, the ZBA should take into account past zoning history (if any) and the potential effect of a determination on surrounding properties.

b) Interpret the text of the zoning ordinance based on a thorough reading of the ordinance in order not to have the effect of amending the ordinance.

c) Give weight to reasonable practical interpretations by administrative officials if applied consistently over a long period of time.

d) Keep records of all interpretations. Once an interpretation is rendered, it is the official position of the community as to that provision. Consistency in decision making is important for the long-term.

e) Generally, if equally convincing points are put forth by the zoning administrator and an individual affected by an interpretation, fairness dictates that the person most affected by the interpretation should prevail. In other words, where two

interpretations are reasonably equal, the benefit of the doubt should be given to the property owner rather than the zoning administrator.

Once an interpretation is made, it is advisable for the planning commission to review the matter to determine whether or not an amendment to the ordinance is needed to further clarify the language (for a text interpretation), or to review the zoning map to determine a specific location of a zoning boundary (for a map interpretation).

Appeals

§ 21 The zoning board of appeals is empowered to hear and decide appeals from any person aggrieved by an administrative decision. An administrative decision is one made by a zoning administrator or the planning commission, or by the legislative body when they are acting in an administrative capacity, (if, for example, the legislative body approved all site plans). Most often, appeals are the result of a disagreement with a decision of the zoning administrator, or, in some cases, a person aggrieved by a site plan review decision by the planning commission. Appeals may be required to be filed within a specific time period set in the zoning ordinance.

The ZBA cannot hear two types of zoning decisions. The first is an amendment to the zoning ordinance (rezoning or text change)—this is reserved for the legislative body. The second type of decision is for special land uses and planned unit developments, which can only be heard by the ZBA if the zoning ordinance specifically allows for an appeal.

Although the ZBA may reverse or affirm, wholly or partly, or may modify a prior decision, its powers are generally limited to determining whether or not the official or body making the administrative

decision acted properly. The ZBA must recognize that the zoning administrator or planning commission has already made a decision regarding the issue as part of its delegated duties. The role of the ZBA is to determine whether the decision was authorized or supported by the zoning ordinance.

In addition, the ZBA should not treat the appeal as a new decision. Rather, review of the decision should be limited to the information that was available to the body or person who made the decision initially. Allowing testimony or evidence in addition to that previously submitted is inappropriate, unless the zoning ordinance directs otherwise.

In those instances where the official or body used proper procedures and standards, the ZBA should uphold the decision, even if the members personally disagree with the result.

Some communities attempt to make appeals and variances the same by allowing an application to the zoning board of appeals only after the denial of a requested permit, such as a building permit or zoning compliance permit. This can be an inefficient and cumbersome procedure since a permit application may require submission of a full application for the permit, even when it is obvious that some requirement of the zoning ordinance is not met and a variance will be needed before a permit can be issued.

Variances

§ 22 A variance grants permission to depart from a requirement or limitation of the zoning ordinance. There are two types of variances:

- a) Nonuse variances (dimensional variances)
- b) Use variances

Nonuse or Dimensional Variances

§ 23 A nonuse variance, also known as a dimensional variance, is a modification of a provision or requirement of the zoning ordinance authorized by the zoning board of appeals when the strict or literal application of the ordinance would cause “practical difficulties” for the applicant. Nonuse variance requests are typically associated with modifications of required yard setbacks, building heights, parking requirements, landscaping or buffering restrictions and related building or facility placement provisions.

To obtain a nonuse variance, the applicant must show that a *practical difficulty* exists on the property by demonstrating that the applicable review standards are met. A detailed examination of these standards is provided in Chapter 3.

Use Variances

§ 24 A use variance allows a use of land that is not permitted in the district in which the property is placed. Granting of a use variance requires that the applicant demonstrate that an “unnecessary hardship” would be imposed if the owner cannot use the property as requested.

Use variances are permitted in cities and villages but limited in townships and counties. According to the Michigan Zoning Enabling Act, only the following townships and counties are eligible to hear use variances:

1. Those that as of February 15, 2006 had an ordinance that used the phrase “use variance” or “variances from uses of land” to expressly authorize the granting of use variances; and

2. Those that granted a use variance before February 15, 2006.

However, even if permitted and eligible to hear use variances, the Zoning Enabling

Act allows community opt out of this procedure.

To prohibit use variances the community must adopt zoning ordinance language that prohibits submission of use variance requests.

From a community planning perspective, the indiscriminate granting of use variances is a poor zoning and planning practice. Given the long-term implications, it is important that the ZBA understand the ultimate effects of use variances on the master plan or zoning plan for the community. Approval of a use variance can change the overall land use character of a particular area. That is why strict attention to the use variance standards is necessary.

Following the Rules

§ 25 It is especially important that the zoning board of appeals establish a consistent method of processing applications, conducting meetings and handling other procedures. As noted earlier, the ZBA should have a set of written procedures, or bylaws, for those rules of operation not covered in the zoning ordinance.

Some common considerations follow.

- Incomplete applications (inadequate site plan, fee unpaid, etc.) should not be accepted, i.e., should not be placed on an agenda.
- If public notice was not properly completed, the process must be stopped and a new process begun using a correct notice as to form, content and publication.
- Action should not be taken on any application unless the applicant or a representative is present (unless legal time limits dictate otherwise).

Conclusion

§ 26 Variances are not intended to relieve requirements of the zoning ordinance that are simply preventing applicants from doing what they wish.

Instead, the zoning board of appeals was intended to serve as a safety valve in those relatively rare circumstances where the application of the zoning requirements results in a practical difficulty (for nonuse variances) or unnecessary hardship (for use variances). However, variances approved without sufficient justification can turn the safety valve into a leak. Eventually, this will erode the overall purpose and effectiveness of the zoning ordinance, particularly when it is commonly known that the ZBA is likely to approve virtually any request.

Chapter 2

Preparing for and Conducting Meetings

§ 27 Membership on the zoning board of appeals can mean either just showing up for the meeting or being prepared to make informed decisions. While it is difficult to ask a volunteer to put forth an extra effort, your agreement to serve is also a commitment to do the best possible job for your community.

It is difficult for any member of the ZBA to reach a fair and impartial result without a firm base of knowledge about the matters on which he or she is asked to decide. To gain this knowledge, you will need assistance from the community's staff, the applicant and each member. There are some positive "fact finding" steps you can take to make sure you are ready to make the best possible decision.

Information

§ 28 In order to prepare properly for a meeting, you must review all available and relevant information. At a minimum, this will include copies of applications, site plans and other supporting material. This material should reach you early enough to allow adequate time to study and prepare, normally, at least one week before the meeting.

Public Hearing Notices

§ 29 A public hearing is required for all ZBA approvals (variances, interpretations, and appeals). The notices differ slightly.

For variances, a notice of the request must be published in a newspaper of general circulation.

Notice shall also be sent by mail or personal delivery to the owners of property for

which approval is being considered, to all persons to whom real property is assessed within 300 feet of the property, and to the occupants of all structures within 300 feet of the property regardless of whether the property or occupant is located in the community. If the name of the occupant is not known, the term occupant may be used in making notification.

The notice shall be given not less than 15 days before the date the application will be considered for approval. The notice shall do all of the following:

(a) Describe the nature of the request.

(b) Indicate the property that is the subject of the request. The notice shall include a listing of all existing street addresses within the property. Street addresses do not need to be created and listed if no such addresses currently exist within the property. If there are no street addresses, other means of identification may be used.

c) State when and where the request will be considered.

(d) Indicate when and where written comments will be received concerning the request.

Public hearings for interpretations and appeals are the same, except that notices to individual property owners other than the applicant is necessary only if a specific property is involved in the interpretation or appeal.

Site Visits

§ 30 Visiting the site is a critical step in the decision making process. Even if you have lived in the community all your life, a site will look different to you when a specific request is made. Prior to the site visit you should review any site plans or sketches submitted as part of the application. This review will allow you to gain a proper perspective on the request and how it relates to surrounding properties and to the standards of review you are required to use to reach your decision.

Some precautions must be taken when doing site visits. First, all such visits should always be made individually rather than as a group. Meeting on site (even with less than a quorum) presents several potential problems.

- A site visit by a majority of the membership of a decision making body is a “meeting,” and must be advertised in accordance with the Michigan Open Meetings Act, MCL 15.261 et seq., and the requirements of the Americans With Disabilities Act (ADA) must be met.
- Practically, it is hard for the visiting members to avoid talking among themselves about the proposal. Such discussions can violate the spirit as well as the letter of the Open Meetings Act.

Second, do not go onto the site unless the property owner has granted specific written permission or unless the site is otherwise available to the public (such as an existing shopping center). Verbal approvals should not be relied upon as sufficient permission. Written permission helps avoid misunderstandings and problems with trespassing accusations.

Refusal by the applicant to allow you on the site can not influence your decision.

Many people are concerned about liability or are simply determined to protect their privacy.

The Michigan Open Meetings Act, MCL 15.261 et seq., was intended to make sure that the decision making process followed by government bodies always takes place under the watchful eye of the public. Even though you can simply meet the *letter* of the act, it is just as important that the *spirit* of open meetings be observed. *Don't look for ways around the act; look for ways you can make it work better.*

If permission has not been granted and you feel as though your decision cannot be made without viewing the site, look for other ways to get the same information. This might include aerial photos or surveys. You may also request that the applicant submit photographs, slides or video tape particularly for larger, inaccessible sites. This information may be available from community staff or you may ask for it from the applicant. There are many ways to gather the necessary information and you should not make a decision until it is obtained.

TIP: Consider adding a line to your application form that allows the applicant the option to grant permission for the members to conduct a site visit.

You may feel free to request information from the community's staff. Make sure whatever information you receive is also distributed to each of the other members. Similarly, written materials received at home from applicants or others

should be provided to the community's staff⁶ for distribution to the rest of the members.

Finally, do not talk to the property owner, neighbors or applicant outside of the meeting. The intent of information gathering is to ensure that everyone has the same information on which to base a decision. This is not possible if individual members contact or are contacted by others outside of the meeting.

If the applicant or others contact you, be prepared to tell them that you are required to conduct all of your discussions only when the other members of the ZBA are present. Encourage them to come to the meeting (tell them when and where) or ask them to submit their comments in writing (tell them to whom and by what date). If contact cannot be avoided, it should be reported to the rest of the members during the meeting, along with the general content of the conversation.

Remember - you are only one person on the ZBA; the only time you should act as a member of the zoning board of appeals is in the presence of the other members at a posted meeting.

Before Leaving Home

§ 31 Make sure you have everything. Follow this checklist.

1. Do you have your zoning ordinance and other applicable ordinances, if any?
2. Have you examined the agenda and related materials?
3. Have you written down your questions?
4. Have you completed the site visit? If not, at least drive by the site on the way to the meeting.
5. Have you reviewed the standards that will be used for each decision?

6. Remind yourself that the purpose of preparing for the meeting is not to make a decision; it is only to gather the information needed to prepare you for the decision that is to come.

Meeting the Public

§ 32 Land use issues, as you will no doubt discover, can bring out strong emotions. Faced with a roomful of angry and concerned people, you may sometimes find it difficult to maintain the decorum and professionalism needed. Although many zoning boards of appeal follow Robert's Rules of Order in one form or another, there are other, more subtle aspects that, while not unique to zoning, nevertheless are important.

Being Fair

§ 33 The foremost concern of any member of a public body should be to ensure fairness for all concerned. To accomplish this, it is helpful to keep some simple things in mind.

- Everyone must have the opportunity to speak and present evidence at public hearings. While some limitations may be placed on this right, as described later, no action should be taken that would deprive a person of his or her right to be heard within the confines of applicable rules of procedure.
- Recognize emotional responses and treat them with concern and understanding. Strong responses, within limits, should be expected and understood. Controlling your own emotions is essential, even if the comments get personal.
- One of mankind's greatest fears is public speaking. Make an effort to look beyond the mannerisms

and nervousness to find the speaker's message.

- Regardless of how many people show up to oppose or support a request, you must represent the long term interests of the entire community, not just those at the public hearing. Further discussion of this issue is presented later in this chapter.
- Listen. Public meetings are your chance to take the pulse of the community and to learn more about the neighborhood in which a request is pending. Take advantage of the efforts that those attending the meeting have made and learn as much as you can.

Follow the Rules

§ 34 Playing fair means playing by the rules. Having an effective set of meeting rules helps provide a sense of professionalism and ensures that meetings are orderly. Rules do not need to be rigid. Nor should they be too confining. Occasionally agendas will need to be altered to take unanticipated events into account.

Keeping a subtle balance between the degree of formality required and the informality that is sometimes needed is a learned art. For example, applicants should not be called by their first names. Doing so gives the impression of favoritism, that the person is “connected” in the community. Hearing rules should be made a part of the bylaws of the ZBA and a summary of those rules printed on the back of the meeting agenda so that everyone is aware of them.

Rules for Speakers

§ 35 You will soon learn that people do not often come to a meeting in support of a particular project. Most people have concerns they wish to address, while others are simply opposed to change in their

neighborhood. Having meeting rules for speakers are especially valuable when there are many people who wish to speak. Without a few basic rules (which should be approved by vote of the ZBA) it would be easy for one or two people to dominate the meeting, thus depriving others of the chance to speak their minds.

- Direct comments to the chair. This rule can help avoid debates between members of the audience, between the presenter and the audience, and between ZBA members and the audience or presenter. It also helps ensure that the chair controls the meeting.
- Limit speaking time, when necessary. If there are many people who wish to speak, it is appropriate to limit the time of each speaker to 3-5 minutes, with the exception of the applicant. The applicant should be given as much time as needed, within reason, to present his or her case. During the public comment period, the applicant may wish to respond to individual issues or questions raised. It is generally best to ask that the applicant respond to (or rebut) those questions after all comments have been received.
- Limit the number of times one person may speak. Generally, each person needs to be given only a single opportunity to speak. At the discretion of the chair, persons may be allowed to speak a second time to respond to earlier comments. However, the chair should emphasize that repeat comments are not desired. Your rules may also require a sign-up sheet for those persons wishing to speak, with

- the chair only recognizing those who have signed the sheet.
- The chair may also ask if there is a spokesperson for the audience, and ask that the spokesperson speak for others present who agree with his or her point of view. The chair should allow those for whom the spokesperson is speaking to be recognized, either through a show of hands or by standing. The spokesperson may be given additional time in recognition of his or her role.
 - After the public hearing is closed, it should remain closed. Further comments should not be accepted unless specifically requested by a member of the ZBA.

And the Applause Meter Says...

§ 36 Zoning cannot be a popularity contest, decided by a show of hands in the audience or names on a petition. Many zoning approvals require public input, usually in the form of a hearing. The dilemma in which most decision makers find themselves is trying to determine what weight to give public comments and complaints.

It will quickly be obvious to you that most people do not generally come to a meeting in support of a particular project. Most have concerns they wish addressed or they may simply oppose any development. Some may come to complain about things having little or nothing to do with the issue at hand.

While public input is a valuable part of decision making, the ZBA cannot simply mirror the wishes of those who come to the meeting or send letters. Your job is to follow the standards and requirements of the zoning ordinance. You are obligated to protect the interests of the applicant, those having a direct interest, and the entire

community, not simply the desires of those who happen to attend the meeting.

If it were simply a matter of counting hands in the audience, only one ZBA member would be needed to count the votes or read the applause meter. Simply because a roomful of people shows up to oppose a project, this is not a reason for denial. Similarly, petitions, letters and other written expressions of concern are useful, but only to the point where they provide relevant information.

Ultimately, the role of the public is to provide information to the decision maker. The public can provide a unique perspective on an issue, which may create the need for further study by the community or identify additional information to be provided by the applicant.

Making everyone happy in most cases is impossible, and probably shouldn't be tried. One of the most difficult aspects of planning and zoning is the need to balance the various, often competing, interests of property owners and residents. Michigan law dictates that the public has a legitimate interest in maintaining the important health, safety and welfare aspects of their neighborhood and in having their property values protected.

"My home is my castle" is not an idle remark. Those who follow the NIMBY and BANANA principles sometimes represent this view. The *NIMBYs* believe that the project is well designed, and needed, but located in the wrong place. Not In My Back Yard is their battle cry.

Others may believe that the project should not be built anywhere in their community, or perhaps anywhere at all. Their motto is Build Absolutely Nothing Anywhere Near Anything—*BANANA*.

On the other hand, we are also told that owners of property have a right to a reasonable return on their investment and

that zoning cannot unreasonably deprive the owners of that return.

Satisfying all of these conflicting views is simply not possible. The intent of zoning is to avoid the necessity of trying to judge between them. Instead, zoning decisions should treat each person, property, and point of view in a fair and consistent manner. It is not the responsibility of the ZBA to create zoning classifications for rezoning property. Rather, the ZBA must merely determine whether, after considering all evidence presented, the applicant has satisfied the necessary level of proofs for the particular case in order to be entitled to relief.

Rules for ZBA Members

§ 37 As members of a public body, you should follow the same set of rules when presenting yourselves to the public.

- All comments should be directed through the chair. Just as the audience must be recognized by the chair, so too should the members. Not only does this respect the role of the chair, it also sets an example for the audience to follow.
- All deliberations should be in the open. This is a strict legal requirement. It is important that the citizens view the zoning board of appeals as an open, fair and deliberative body. Remember, people are generally suspicious of government. Don't add substance to that perception.
- Stay in the public eye. Do not hold private conferences prior to meeting. Don't meet in a group in a small room or other place outside the meeting chamber. When arriving at the meeting, stay in the chamber. While socializing is acceptable, make

sure the citizens do not get the wrong impression.

- Speak up. Make all of your comments aloud during the deliberations. If you have a question, ask the applicant or the chair, rather than your neighbor. Don't allow yourself to be caught up in private discussions with other members.
- Make all of your comments loudly enough so everyone can hear.
- Express your opinions. Don't just vote without letting everyone know why you are voting, whether for or against the issue. Your comments may help others decide (or change their vote). It also lets the applicant and the audience know the strengths or weaknesses of the proposal. Moreover, it may add to the record if the case goes to court.
- Do not always attempt to answer every question. Some comments cannot be answered and may be asked just to express frustration. When this happens, calmly try to narrow questions down to specifics. Once you get a handle on the real problem, you may be able to suggest a solution.

It is also important that neither the chair nor members of the ZBA attempt to answer questions from audience members that are better answered by the applicant.

- If things get out of hand, take a recess. Long evenings and emotional topics can make for short tempers. A breather may be helpful.

- Do not feel compelled to make a hasty decision the night of the hearing. Everyone should feel comfortable with his or her vote. If he or she does not, obtain whatever additional information is needed before proceeding with the decision.
- Always use the review standards of the zoning ordinance. The standards are your guarantee of reaching fair, consistent and reasonable decisions. Failing to follow the standards of review can easily lead to discriminatory, subjective and inconsistent decisions.

The Experts Say...

§ 38 The question may also arise about how much influence staff reports and opinions should have on a decision. In most cases, staff members are trained in their various fields and are providing their professional opinion. Consequently, their advice and direction are likely to be useful and should be taken seriously. However, that advice and direction should be supported by the facts and by application of the ordinance standards just as the ZBA's decisions are expected to be. The professional's opinions of how the facts relate to the standards may differ from the ZBA's. But ultimately, it is the decision of the zoning board of appeals that will stand.

Keeper of the Gavel

§ 39 The chair is entrusted with enforcing meeting rules. Having a strong chair is important both to the operation of the ZBA and to public's perception of their professionalism. The role of the chair is to maintain order throughout the meeting. The chair should announce each agenda item and note the rules that apply to the hearing. During the meeting, the chair

should ensure that courtesy is maintained and that speakers are not interrupted.

Keeping Faith with the Public

§ 40 Too often, people feel that government works against them rather than in their best interests. While you will not always be able to satisfy everyone, you can make sure that the public knows that they have been heard and that you are acting responsibly. Following rules of fairness, preparing for meetings and making effective decisions can affirm the confidence placed in you by those who appointed you and those whom you serve.

Making Your Decisions Stick

§ 41 It won't matter how much attention is paid to the principles of the previous chapters if the decisions made are not properly documented. New members may have a tendency to rely on those who have the most experience to remember past actions. There is no doubt that their memories are valuable, but their recall may not be complete. The only reliable method of documenting actions is the written word and exhibits.

Meeting Minutes

§ 42 In smaller communities, keeping minutes may be one of the least glamorous parts of building a written record. The task of keeping minutes should be taken seriously. There are no firm rules or formats for minutes, but there are some basic principles. As a minimum, section 9 of the Open Meetings Act, MCL 15.269, requires the minutes to show the date, time, place, members present, members absent, any decisions made and all roll call votes taken. In general, minutes should contain enough detail so that a person not present can understand:

- What matters were discussed (the nature of the request, applicant, location);

- Receipt of any correspondence or other communications on the matter (including name and address, if known, and general content);
- Who spoke at the meeting and the general content of his or her comments (including name and address);
- What action was taken by the ZBA (including the motion, vote and any conditions attached to approved applications); and
- Why an action was taken and how the standards of review of the zoning ordinance were or were not met, i.e., the detailed findings that support the decision.

One of the reasons that minutes are especially important has to do with the appeal procedure that occurs once the ZBA has made its decision. As noted earlier, there are no other levels of review by the community itself after the zoning board of appeals. The next avenue of appeal is to the circuit court of the county in which the property is located.

The zoning enabling act directs the circuit court to decide an appeal on the basis of the record presented by the ZBA and the applicant. In other words, the only information seen by the court will be the written record created at the ZBA hearing. Accordingly, it is essential that the ZBA provide a suitable written record of the proceedings.

Motions

§ 43 One of the important features of documenting decisions is the record of the action taken, as evidenced by the specific motion and vote. There are several essential elements of a motion:

- a maker and seconder;
- a description of the nature of the request;
- the action taken (approval, approval with conditions, denial, postponement of the decision);
- any conditions attached to affirmative decisions; and,
- the reasons for the action taken (the standards of review and how they were or were not satisfied) based upon the facts and evidence presented at the hearing—the findings that support the decision.

Some ZBAs have found it useful to have a blank format to help them word their motions. This can be an effective practice, as long as the motions are not completed prior to the meeting. Having staff or legal counsel prepare a motion or several motions in advance can create the perception that decisions have already been made if a case is highly controversial, and is likely to go to court, there may be a desire to have legal counsel assist in formulating the language of the decision. If such assistance does occur, consideration should be given to seeking such assistance on a decision granting the relief requested as well as a decision denying the relief.

Some hints about motions:

§ 44

- Be sure everyone is clear on the motion by restating it. Do not ask the person writing the minutes to “clean it up later,” or say, “you know what we want to say.” Take the time to get the wording right. Have the person who is writing down the motion read it back to ensure its accuracy.
- Include specific references to the ordinance’s review standards. If discussion on the issue is thoroughly documented and referenced in the minutes, they may be adequate to represent information related to

compliance with the standards of the ordinance. Otherwise, a summary of the discussion on the standards is appropriate.

- Properly stated and supported motions are particularly important. Simply referring to the standards of review is not enough; saying a standard is met doesn't make it so. A motion that states "this variance is approved (or denied) because it meets (or does not meet) the standards of Section ____" is not sufficient. There must be enough information presented to indicate specifically which standards were or were not met, and the reasons, in terms of the specific facts and evidence presented, the ZBA made the finding.
- Conditions may be imposed on any affirmative decision. Conditions attached to a decision should have a clear purpose: to ensure that the standards used to make the decision are met. In other words, the condition should strengthen the decision to grant relief. Any condition placed on an approval must have a direct relationship to one or more of the specifications stated in the zoning enabling act for conditions.

One informal way to test the appropriateness of a proposed condition is to review the decision without the condition in place. For example, one of the review standards noted in Chapter 3 is "(T)he variance will not be injurious to the neighborhood or otherwise detrimental to the general welfare." If, during their deliberations, the board members become concerned that the approval of a variance could have an adverse affect on adjacent

properties, a possible condition might be a requirement that a fence or landscaping be installed. If the fence or landscaping were not required, this review standard would not be met. Accordingly, this condition would be an appropriate one to attach to the approval.

- If the motion includes the need for further action, it should state who will be responsible to see that action completed. For example, the required landscaping shall be reviewed and approved by the zoning administrator."

Findings of Fact

§ 45 It is worth emphasizing the obligation to make Findings of Fact. Findings of Fact are embodied in a concise statement of the action taken by the members, and include the reasons for the decision, including the specific facts and evidence supporting the decision. In the absence of such findings, it is quite difficult for a reviewing court to sustain the decision of the ZBA.

The Findings, which are part of the minutes, are not official until reviewed and adopted by the ZBA at the next meeting, or certified as approved at the same meeting. One reason this is important is that the applicant or other person disagreeing with the decision has a specific time limit in which to file an appeal to the circuit court (30 days). The clock on the time limit does not begin ticking until the minutes of the meeting at which the action was taken are officially approved.

If the ZBA only meets on demand, or infrequently, another option would be to schedule a meeting after the minutes are completed to review and adopt them.

Post-Decision Documentation

§ 46 Once the decision is made, some administrative steps should be taken to help complete the record. The applicant and

secretary of the ZBA should each sign and date 2-3 copies of the site plan or sketch submitted as part of the application. The applicant should keep one copy and the community at least one other. This provides a record of what was approved and when.

A copy of the minutes should be sent to the applicant following review by the approving bodies along with a letter specifically noting the action taken by the ZBA, including any conditions placed on the approval, if appropriate.

This letter may include further instructions regarding the proposal. For example, if a variance was granted, the letter may state that a site plan approval by the planning commission is necessary prior to issuance of a building permit.

Record Retention

§ 47 The community's records for each application should include, at a minimum:

- Relevant pages of minutes at which the proposal was discussed;
- Staff notes, meeting notes, correspondence, telephone conversation notes, etc.;
- Copy of the application and supporting material;
- Approved/signed copy of the site plan; and
- Follow-up correspondence (as noted above).

If You Build It, We Will Come...

§ 48 ...to make sure it complies with the approvals that were granted. Someone should be given the direct responsibility to make sure that any conditions or changes required by the zoning board of appeals are accomplished. Sending the building official and zoning administrator a copy of the approved application and meeting minutes could help this process.

Remember, building a complete record is important. Should a decision be legally

challenged, the written record will provide the background needed to help defend the decision of the ZBA. Also, a suitable record of past actions is needed to ensure that decisions are implemented and that they are enforced over a long period of time.

Reliance on someone with a good memory is not enough.

Chapter 3 - Making the Tough Decisions

§ 49 In these days of increasing litigation and public participation, it is not enough to approve or deny an application for a variance or appeal because of a vague notion that the request is or is not a good idea, or that it will hurt the neighborhood, or make things better. If challenged, any decision must have a solid, well-supported foundation.

Decisions related to zoning are rarely easy. And, they are not usually a matter of right or wrong. The duties of the zoning board of appeals require a balancing of the needs of the community and the rights of a private property owner.

- The community has a strong interest in maintaining the integrity of the rules under which zoning operates, through the zoning ordinance. Variances granted without proper foundation can eventually, or even quickly in some cases, lead to a weakening of the ordinance.
- On the other hand, private property owners do have certain rights to use their property and the inappropriate application of the zoning ordinance to that property should not deprive them of those rights.

Proper decision making starts with the basics: knowledge of the zoning ordinance, knowledge of relevant case facts and using review standards to reach a decision.

Knowledge of the zoning ordinance

§ 50 While it is not necessary for each member to know the intimate workings and details of a zoning ordinance, they must

be familiar with the relevant parts of the ordinance when reviewing applications. But more important, it is essential that each member understands the purpose and need for the regulation being discussed.

Intent and Purpose

A front yard setback variance is being considered by the ZBA. A new member asks, "Why can't the building be built all the way to the property line?" What would be your answer?

One of the standards of review typically applied to variance requests asks that the decision not impair the intent and purpose of the ordinance. If the intent and purpose of the regulation would be materially affected, it is possible that the variance would not be appropriate. For example, one of the recognized purposes of a side yard setback is to provide access for safety personnel to the rear of a building. Should a variance be permitted that eliminates this access, the intent and purpose of the ordinance would not be fulfilled.

Knowledge of Relevant Case Facts

§ 51 Facts are critical to good decision making. Sources of facts include:

- a) The application and supporting materials;
- b) The master plan or other relevant governmental plans;
- c) Staff and agency reports regarding impacts on public services, natural resources, character of the area, traffic and parking, and others;

- d) A visit to the site to see the physical characteristics of the property and adjacent parcels (see Chapter 2) and;
- e) Public hearing comments.

However, what is a fact is not always clear. Sometimes it will be necessary for the members to use their own experience and common sense (a concept not often applied to zoning).

Use of Ordinance Standards

§ 52 Following an effective and consistent decision making process is one of the most important methods of supporting your decisions. Proper and consistent use of the standards of the zoning ordinance or other ordinances is essential. If all ordinance standards and state law standards are met, the application must be approved. Before any variance should be approved, the applicant should be required to demonstrate that either a practical difficulty or unnecessary hardship exists. While these terms are sometimes used interchangeably, they are, in fact, distinct and different terms.

- *Practical difficulty* is applied only to nonuse, or dimensional variances;
- *Unnecessary hardship* is relevant only for use variances.

The wording and number of standards will often differ from one community to another, but the following standards have been considered by various court decisions and are common to ordinances.

Standards for Nonuse or Dimensional Variances

§ 53 Granting of a nonuse variance requires the existence of a practical difficulty, which is demonstrated by showing that:

1. *Special or unique conditions and circumstances exist which are peculiar to the land, structure, or*

building involved and which are not generally applicable to other lands, structures, or buildings in the same district.

§ 54 Meeting this standard requires the requested variance to be related to the characteristics of the property and not to the personal situation of the applicant. Should a variance be granted because of a perceived special condition related to the applicant, that condition would no longer exist if the applicant leaves the property. But the variance remains with the land.

Similarly, trying to distinguish between individual circumstances related to individuals is nearly impossible. Nearly every person has some situation that may consider unique. You are not expected to be able to draw a line between various applicants' special conditions.

This dilemma cannot be resolved by restricting the approval to a particular individual. Variances, like other zoning approvals, cannot be restricted solely to the benefit of or use by a specific person. Variances, once granted, run with the land, not with the property owner.

Special conditions or circumstances that are related to the property are generally physical characteristics that may normally include:

- exceptional narrowness, shallowness or shape;
- exceptional topographic conditions or other extraordinary situations related to the property; or
- use or development of the property immediately adjoining the property in question.

Also, the characteristics of the property asserted as the basis for relief must not be common among other properties in the same district or vicinity. As with all

variances, the principle is that the variance is needed to relieve a practical difficulty caused by the unique conditions present on the land. Common conditions or situations should be addressed by a change in the text of the ordinance, rather than by the granting of individual variance applications.

2. A literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance; and that the variance is the minimum necessary.

§ 55 Property owners are given certain rights to use their property within the limits allowed by the zoning ordinance. If the conditions present on the property are such that owners are deprived of these rights, the zoning board of appeals should find this standard (but not necessarily the variance) in favor of the applicant. However, this does not entitle the applicant to the maximum benefit that might be available. For example, while the ordinance provides that property owners may have accessory buildings, it does not grant the authority to allow any size building desired by the applicant.

This standard also permits the ZBA to modify the request of the applicant to accommodate the special condition or circumstance but only approve the amount of variance that is necessary to do so. For example, an applicant may wish to construct a garage closer to the lot line to avoid a large tree. The ZBA could approve a variance that would miss the tree, but in order to protect an adjoining property, not come as close to the property line as requested.

3. The special conditions and circumstances do not result from the actions of the applicant.

§ 56 This standard, often referred to as self-created, is often misunderstood and the subject of differing opinions. There are circumstances when the applicant has clearly taken some action creating a need for the variance. For example, if an applicant splits a lot which previously conformed to the requirements of the zoning ordinance into two smaller ones, one or both of which then do not meet the ordinance, the action is clearly self-created.

On the other hand, a buyer of a lot that cannot be developed without a variance may ask that the ZBA grant a variance to allow use of the lot. In this case, the applicant did not take an affirmative action by creating the lot. Accordingly, this standard should not be used as a reason for denial (although the variance still must meet the other standards of the ordinance).

4. The granting of the variance will be in harmony with the general purpose and intent of this ordinance.

§ 57 While the intent and purpose portion of this standard may sometimes seem like a catchall phrase, it does have meaning. The construction of the zoning ordinance was a carefully considered process that was begun by the planning commission, reviewed by the public and adopted by the legislative body. Each provision of the ordinance has a reason for its existence and it is important that the ZBA understand that reason and not act to impair that purpose.

Whether the ZBA agrees or disagrees with any provision in the ordinance is irrelevant. The ZBA's function is to enforce the provisions of the ordinance, except in very specific instances where conditions

exist that would make compliance with the requirements impractical. Those conditions are defined by the review standards of the ordinance.

It is equally important that the zoning ordinance be reviewed frequently to ensure it is kept current and relevant to today's conditions. This includes making sure that binding court rulings are included and new legislation recognized. Often, an outdated ordinance will tend to generate additional variance requests.

One way the ZBA can help keep the ordinance current is to review its decisions at the end of each year to determine if there are provisions of the ordinance that are consistently being requested for variances. If the review highlights some particular parts of the ordinance, it may be an indication that these provisions need to be updated.

A joint meeting with the planning commission to discuss these provisions will be useful. One of two outcomes is possible. The planning commission may agree that a provision needs updating and begin the actions necessary to amend the ordinance. Or, the commission may determine that the ordinance does not need to be updated and that the provision should remain unchanged. If this is the outcome, the ZBA should respect that decision and only approve variances in those cases where the standards of review are clearly met.

5. The variance will not be injurious to the neighborhood or otherwise detrimental to the general welfare.

§ 58 As with any zoning action, the result of the proposed variance should not be harmful to adjacent properties. Potential harm could be in the form of restricted access or view, noise, lights or any other effect not normally experienced by property owners in similar circumstances.

While the opinions of surrounding property owners are useful, they should not be given absolute weight. The role of the public is not to give their blessing or veto, but to provide the ZBA with information useful to its decision making process. As an illustration, a current adjoining property owner may be a relative or close friend and not object to a variance. But since the variance goes with the land, the next property owners may find themselves with an objectionable situation.

On the other hand, it is appropriate for the ZBA to take the comments of the public into consideration to determine whether or not the variance may adversely affect nearby property or the neighborhood. (See Chapter 2.) Note, however, that simply because a variance is not harmful to the neighborhood does not mean that it meets all of the other applicable standards.

6. The spirit of this ordinance shall be observed, public safety secured and substantial justice done.

§ 59 The concepts of this standard, though broad, are important. Observing the spirit of the ordinance will mean that the ZBA understands the potential effects one or several variances could have on the effectiveness of the zoning ordinance. For example, if the ZBA's reputation is one of easy approvals, applicants are more likely to seek variances in other than special conditions and circumstances.

"Public safety secured" indicates that the variance, if approved, will not create an unsafe condition.

While "substantial justice" directly addresses fairness to the applicant, it also applies to others who might be affected by the variance, such as neighboring property owners. Often the initial expectations of neighbors are that the ZBA will follow the

requirements of the zoning ordinance. The substantial justice requirement dictates that the variance should not be granted if it would undermine the purpose and intent of the zoning ordinance as it relates to adjoining properties. This includes a consideration of the extent of variance to be granted. In this context, substantial justice requires the variance to be the minimum necessary to afford relief.

The ZBA's Reputation

A zoning board of appeals known for easy approvals may find itself barraged with variance requests. As the word spreads that the ZBA grants almost any variance, the attitude among builders, attorneys, planners, and others who frequently advise property owners is, "Don't bother trying to meet the zoning ordinance, All you need to do is apply for a variance and you will get it."

Standards for Use Variances

§ 60 As noted in Chapter 1, a use variance allows a use of land that is not permitted in the district in which the property is placed. Because this type of relief is so significant, granting of a use variance requires the existence of an unnecessary hardship, which is demonstrated by showing that:

1. *The property could not be used (be put to a reasonable use) for the purposes permitted in that zone district.*

§ 61 The principle behind a use variance is that it is necessary because the property is not usable as it is zoned. Therefore, a thorough review is needed to first establish that none of the uses currently allowed in the district, either as permitted by right or through a special land use, are appropriate

for the property. While it is true that financial considerations are not generally the subject of review for variances, this standard may be satisfied by a finding that the property would essentially be valueless if an attempt were made to develop it as zoned.

Part of this review will require determining if the property can be reasonably used for any of the uses permitted in the district. This does not mean that the use has to be the most profitable, or the use proposed by the applicant. It only requires a finding that there is one or more uses permitted in the district which could reasonably be placed on the property.

2. *The plight is due to unique circumstances peculiar to the property and not to general neighborhood conditions.*

§ 62 This standard is generally similar to that for nonuse variances, particularly with respect to the necessity for having unique circumstances that are specific to a property and not related to the applicant's personal situation. The other important aspect is the requirement that the situation on the property not be common in the area. If conditions are common to the area, a use variance would not be appropriate because the area should be reviewed by the planning commission to determine if the zoning for the entire area should be changed. But that is the function of the planning commission and not that of the zoning board of appeals.

The use would not alter the essential character of the area.

§ 63 Probably the most difficult aspect of this standard is determining what the essential character of an area is, and if the

use variance is approved, what effect might the variance have on that character.

One of the easiest ways to determine the essential character of an area is through a site visit to examine the area and see the various land uses that exist.

In some cases the character may be evidenced simply by the dominance of one land use over any others. In others it may not be as obvious. For example, some areas may have a wide variety of uses, occupying different sizes of lots. Viewing the area may not directly lead to a conclusion as to the character of the area and may require some degree of judgement.

*What is the “area”
affected by a use variance?*

The “area” which may be affected by a use variance will depend on the nature of the request and the size of the property that is the subject of the requested use variance. For example, a small residential lot requesting a use variance for an office will affect a smaller area than a request on a large site for an intensive commercial use.

Another way to determine the character of an area and the possible effect of a use variance is to examine the community’s master plan. The plan may clearly indicate the existing or intended character of an area. The ZBA may also seek the advice of the planning commission to help interpret the master plan, or to provide guidance when there is no plan or if it is out-of-date. Any opinion of the commission is simply advice, and should be considered only as input to the ZBA’s deliberations.

After determining the essential character, the next step is to evaluate

whether or not approval of the use variance would alter that character. This decision might hinge on whether or not the proposed use variance may tip the scales in one direction or another. If an area appears to be in transition from a residential to commercial area, for example, a commercial use variance may be appropriate. However, if the specific character of the area is unclear, a use variance may not be appropriate since it could tend to establish a specific character. This type of decision will require the exercise of discretion by members of the ZBA, as assisted by staff and consultants.

4. The problem is not self-created.

§ 64 This standard is essentially the same as that for nonuse variances. If the applicant created a particular situation that made a property essentially unusable as zoned, that applicant would not be entitled to relief by approval of a use variance. For example, if a property owner subdivides a large, residentially zoned property, leaving a corner lot as an isolated parcel, an argument that the parcel should only be used for nonresidential purposes could fail because the parcel was created by the direct action of the applicant.

5. The other general requirements are met.

§ 65 As in the case of nonuse variances, an applicant must show that the variance meets the state law requirements, that the spirit of the ordinance shall be observed, public safety secured and substantial justice done.

Use Variances and Rezonings - The Paragon Rule

§ 66 Understanding use variances was made

more important by a 1996 decision of the Michigan Supreme Court, *Paragon Properties Company v City of Novi*, (452 Mich 568, 550 NW2d 772 (1996)) in which the court required a “final decision” of the municipality. Under the *Paragon* decision, it will not be deemed that a final decision has been rendered by the municipality until the property owner seeks a use variance from the zoning board of appeals. The *Paragon* decision, therefore, requires submission of a use variance application following a rezoning request denial by the legislative body before any legal disputes may be brought before the court.

The Michigan Zoning Enabling Act allows a community to choose whether or not it wishes to have a use variance procedure in its ordinance. Therefore, if the use variance procedure was not available, the applicant would not have to exhaust this remedy, and *Paragon* would not apply.

Even if provided for by statute, some communities have language in their zoning ordinances that prohibits consideration of use variances. Often this language is in the form of not permitting the zoning board of appeals to hear variances that would have the effect of changing land use or zoning.

For those communities that continue to hear use variances further definition of the meaning of the *Paragon* decision will likely require additional litigation and clarification.

In general, the full effect of this decision has yet to be felt and the interpretation of its language will likely result in some confusion as individual county circuit courts utilize this case.

What about precedents?

§ 67 One of the concerns often expressed by ZBA members is the fear that by approving or not approving a request they may be setting or violating a precedent. This concern can be real if the ZBA is not

using the standards of review of the zoning ordinance. Failure to use these standards consistently requires the ZBA to make up the rules as they go. As a result, future applicants gain the right to be considered by the same considerations used by the ZBA in previous meetings.

Consequently, the way to avoid setting a precedent is to base every decision on the standards of review of the zoning ordinance, and include findings of fact that distinguish cases from one another. When the standards are used and findings made consistently, the ZBA is less likely to be bound by past decisions because the facts of each case are different. On the other hand, where the facts are very similar the same decision should be reached, not because of a precedent but because the same facts were applied against a consistent set of review standards.

Therefore, consistent and faithful use of the review standards for variances allows the ZBA to reach decisions based on the facts of each individual case. This, together with the detailed findings of fact, helps ensure consistency and fair treatment for every applicant by avoiding the arbitrary and capricious labels often given to zoning decisions that are not well supported.

As each application is debated, each of the applicable standards should be specifically reviewed and individual findings made for each. No approvals should be granted until the members clearly agree that all the standards of review are satisfied. Zoning decisions are permanent. Care must be taken to ensure that each decision is well supported. It is essential that the decisions are well documented and that the records pertaining to all applications are complete.

How to Avoid Litigation

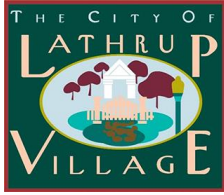
§ 68 The short answer to avoiding litigation is simple—you can't! Governments are

always open to lawsuits, regardless of the quality of their decisions. Far too often, disappointed applicants or neighbors look to the courts to solve their problems. As a result, the ZBA cannot be overly influenced by threats or concerns about whether a decision will result in a lawsuit, provided, of course, that the ZBA has acted properly and thoroughly supported and documented the decision.

However, there are some actions that can strengthen the ZBA's legal position should any decision be challenged.

- Follow a standard decision making process. The zoning process involves a wide variety of technical, administrative and judgmental factors. Making sure that the requirements of the ordinance are followed, including proper notices, use of standards of review and proper documentation of decisions is a good start.
- Use review standards and make findings. The most important step you can take is the proper use of the review standards provided in the zoning ordinance to guide your decisions. These standards outline a clear path to reaching fair and consistent decisions. All decisions must be based on these standards and the facts that are used to apply them. Therefore, apply and make findings on each review standard.
- Follow proper procedures. The community should ensure that adequate procedures are in place to ensure that application procedures are clear, notices are properly completed, and adequate records are kept. The ZBA should ensure that proper hearing procedures are followed.

This includes creating a suitable record of the actions taken and the reasons for those actions as part of the ZBA minutes.



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

TO: Zoning Board of Appeals
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: 26600 Southfield Road (Holbrook Auto Parts) - Wall Sign

Background Brief: Please see the enclosed commercial sign application ZBA review from Giffels Webster.

Previous Action: N/A

Economic Impact: N/A

Recommended Motion:

1. Moved by Councilmember _____, seconded by Councilmember _____, to open the public hearing for the sign variance request for 26600 Southfield Road.
2. Moved by Councilmember _____, seconded by Councilmember _____, to close the public hearing for the sign variance request for 26600 Southfield Road.
3. Moved by Councilmember _____, seconded by Councilmember _____, to approve a variance from Section 52-24(D) of the City's sign ordinance regarding signage size for principal wall signs to allow for a single wall sign to be installed at 26600 Southfield Road at a maximum size of 84 square feet.

Kelly Garrett
Mayor

Bruce Kantor
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

Maria Mannarino
Council Member

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

RE: 26600 Southfield Road

TO PROPERTY OWNERS OR PARTIES OF INTEREST:

The Zoning Board of Appeals for the City of Lathrup Village will hold a public hearing on Monday, August 18, 2025, at 7:30 p.m. to hear an appeal filed by the property owner of 26600 Southfield Road, Lathrup Village, Michigan 48076, located in the Mixed-Use (MX) zoning district. The appeal seeks a variance from Section 52-24(C) of the City's sign ordinance regarding signage size for principal wall signs in this zoning district. The applicant's proposed variance would allow signage in excess of the maximum dimensions currently permitted by the ordinance.

PLEASE TAKE NOTICE: That a public hearing has been scheduled for Monday, August 18, 2025, at 7:30 p.m. to hear and record all public comments on this appeal. Interested parties may express their view on this appeal in writing, by submitting written comments to the City Clerk prior to 4:30 p.m. on the date of the hearing, or you may appear in person or authorize another person to represent you at the hearing. Written communications may be sent to the City Clerk at the address of the City Hall at 27400 Southfield Road, Lathrup Village, Michigan 48076 prior to the hearing.

Alisa Emanuel
City Clerk
27400 Southfield Road
Lathrup Village, Michigan 48076
(248) 557-2600, ext. 237

August 13, 2025

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

Commercial Sign Application -ZBA Review

Site: 26600 Southfield Road
Applicant: Sheker Construction
Plan Date: July 18, 2025
Zoning: MX Mixed Use
Parcel ID: 24-24-104-033

Dear Zoning Board of Appeals,

We have completed a review of the Sign Ordinance for a proposed wall sign at the new location of Holbrook Auto Parts business, currently undergoing building renovation along the east side of Southfield Road, between Ramsgate Drive and Meadowbrook Court. A summary of our findings is provided below. Comments are provided in **bold**.

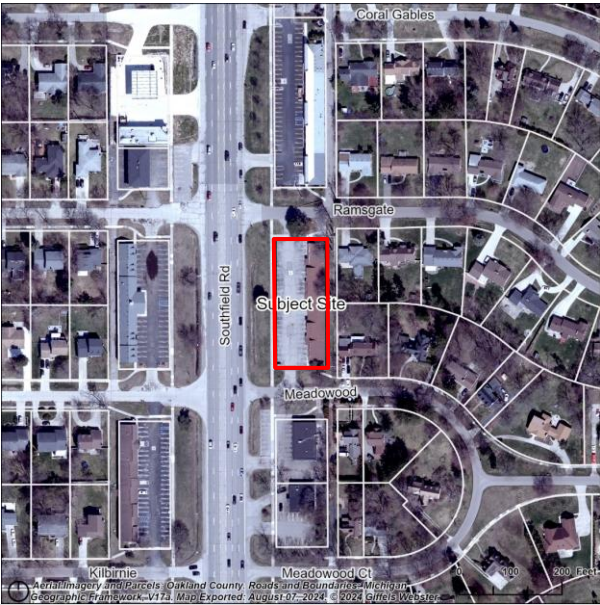
PROPOSED IMPROVEMENTS REQUIRING ZBA APPROVAL:

The applicant requests a dimensional variance to allow an 86 square foot wall sign in lieu of the ordinance-required 64 square foot maximum wall sign.

PROJECT SUMMARY

The approximate half acre site is zoned MX – Mixed Use District and is located along the east side of Southfield Road, between Meadowood Court to the south and Ramsgate Drive to the north. On January 21, 2025, the existing, 1-story, 7,595 square foot building received site plan approval by the Planning Commission for a full renovation of the interior and exterior of the building, as well as the use as an auto parts retail business. The site does not have direct access to and from Southfield Road, rather, vehicular driveways from Meadowood Court and Ramsgate Drive provide access to an existing surface parking lot in front of the building. The rear of the site, facing east, appears to abut an unimproved public alleyway, consisting of overhead utilities which separate the site from single-family lots. The properties to the south and west of the site are zoned MX – Mixed Use. Areas north of California Drive SE are zoned CV – Commercial Vehicular.

The proposed retail use of the site will maintain a principally permitted use; however, what was once previously multiple tenant spaces will now consist of a single tenant occupying the entire site. As such, the applicant is requesting a single wall sign at the center of the building facing Southfield Road. Since the building will not have multiple tenant signs, a sign that exceeds the ordinance limits is proposed, as further outlined and explained below.



AERIAL MAP



AERIAL ZONING MAP

Dimensional Standards				
Development Standard	Zoning Ord. Sect.	Required	Provided	Comments
WALL SIGN (FRONT OF BUILDING)				
Location / Setbacks	52-24.D.	On principal building façade at the sign band	At the center of the principal building façade. Above main entrance	Compliant (building does not consist of a sign band)
Maximum Sign Area				
	52-24.D.	10% of ground floor street-facing bldg. face up to a max. of 64 sf.	84 square feet	Not Compliant ₁
Maximum Height				
	52-24.D.	Not to exceed the height of the building	Approximate 4'-6" below the top of the building	Compliant
Number				
	52-24.D.	1 per street level business w/ bldg. frontage. Corner bldgs.: 1 on each side	1 sign West frontage (front) only	Compliant

Lighting				
	52-23.K.1-5.	Interior or exterior lighting permitted, w/ glare control. Backlit allowed.	Interior lighting	Compliant ₂

1. *Sign area is the surface display area of a sign. The area of a sign shall be calculated by means of the smallest square or rectangle that will encompass the extreme limits of the writing, representation, emblem, logo or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, except that lower case letters with ascenders and descenders that extend beyond the limits of the sign height by a maximum of 12 inches, will not be calculated into the total sign area. **The proposed sign area amounts to 84 square feet (7' tall x 12' wide), 20 square feet beyond the 64 square feet allowed by the ordinance. We note that if the height and width dimensions were reduced by just beyond 1 foot each, the sign area would comply with the ordinance standard (6' x 11' = 66 square feet). This dimension would appear to be of reasonable scale when compared to this portion of the building.***



2. 52-23(k) Illumination.
- (1) Illuminating devices for signs shall comply with the City of Lathrup Village Electrical Code.
 - (2) The light for any illuminated sign shall be so shaded, shielded or directed that the light intensity or brightness meet the requirements of [section 5.8](#) of the zoning ordinance.
 - (3) The source of illumination may be internal or external but shall not be both internal and external. The source of the light shall not be exposed. **Lighting will be internal.**
 - (4) Glare control for sign lighting shall be achieved through the use of full cutoff fixtures, shields, and baffles, and appropriate application of fixture mounting height, lumens, aiming angle, and fixture placement.
 - (5) Backlit signs shall use only white light for illumination. Such signs shall spread their illumination a maximum of four inches beyond the sign elements.

52-23(l) Signs shall not have scrolling, blinking, flashing, animated, or fluttering lights or other illuminating devices which have a changing light intensity, brightness, or color.

3. **Additional Review Comment 1:** The application form states the smaller sign requirement creates a hardship related to visibility and effective identification. The applicant indicates the larger sign and letters will improve visibility as passing Southfield Road traffic travels by at posted speed limits of 45 mph. The applicant states that the proposed larger sign dimensions will allow for improved safety and commercial viability.

According to the previously approved site plan dimensions, the proposed wall sign will be approximately 67' from the front property line and approximately 120' from the Southfield Road paved travel lanes. The applicant has not provided the letter height, but it appears that even the smallest lettering ("auto parts") would be legible.

4. **Additional Review Comment 2:** The applicant should be aware of other sign ordinance standards, particularly related to window signs. Window signs may not require permits; however, they are limited to ten percent (10%) of the total glass area on that side of the building and on the floor where the sign will be located.
5. **Additional Review Comment 3:** The subject site consists of an existing monument sign. The sign application under review does not mention or include the existing monument sign; however, the applicant has indicated there may be interest in relocating it to a central location along the Southfield Road property line. ***The applicant shall provide additional detail as to the reuse of the existing monument sign and/or relocating the monument sign to a different location along Southfield Road. We note, the existing monument sign appears to be an existing nonconforming structure as it may be closer to the west property line than the ordinance-required 10'-0" setback.***



Standards for Considering Variance Requests. Section 7.7.14. provides the criteria for the applicant to present and the ZBA to consider when considering variance requests:

- A. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship will result to the applicant if the strict letter of the regulations are carried out. Mere inconveniences or increased development costs shall not be deemed hardships under the terms of this provision.
- B. The factual circumstances upon which an application for a deviation is based are unique to the property for which the deviation is sought, and are not applicable to the city generally, or to other property within the same zoning classification.
- C. Any alleged practical difficulty or unnecessary hardship caused by this ordinance has not been created by any persons presently or previously having an interest in the property.

- D. The proposed deviation will not adversely affect the purpose or objectives of this ordinance, nor impair the adequate supply of light and air to adjacent property, nor increase the hazard from fire, flood, and other dangers of said property, nor diminish the marketable value of adjacent lands and buildings, nor increase the congestion in public streets.
- E. The proposed deviation will not otherwise impair the public health, safety, comfort, and general welfare.
- F. The benefit to the applicant will be real and substantial and any detriment to the neighboring property owners and occupants or the community at large is not substantial or is illusory. Benefits and detriments shall be determined in relation to the factors which impair the value and use of properties as related in D & E, above.
- G. The applicant is both willing and able to provide additional amenities beyond those minimally required by this ordinance and/or restrict the use of the property beyond those limitations placed on the property by this ordinance so that the fair market value of neighboring properties will be enhanced beyond the values which would accrue to them if the property were developed and used in strict conformity with the ordinance.
- H. The same or a substantially similar request shall not have been presented to the council in the form of a petition for a zoning amendment and been expressly denied and rejected after a public hearing. **No similar variances had been requested at this site.**
- I. Any special criteria listed for specific deviations in Sections 3.2.2, 4.1.4, and 5.13.15.
This does not appear to apply for this situation.

Staff will be available to discuss this review at the next ZBA meeting.

Respectfully,
Giffels Webster

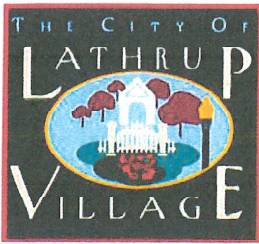


Jill Bahm, AICP
Partner



Eric Pietsch
Senior Planner





A HERITAGE OF GOOD LIVING

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

Phone: (248) 557-2600

Fax: (248) 557-2602

Office Use Only

Date Submitted: _____

ZBA Review #: _____

Fee Paid: _____

Hearing Date: _____

Application for Zoning Appeal

Subject Property Address: 26600 Southfield Road

Subject Property Parcel Number: _____

Property Zoning: _____

Applicant Information

Name: Max ShekerAddress: 36800 Woodward Ave Suite 115 State: MI Zip Code: 48304Phone Number: 248-917-2737

Fax: _____

Email Address: max@shekerconstruction.comInterest in Property: General Contractor

Property Owner Information

Name: Simen SavayaAddress: 36800 Woodward Ave Suite 115 State: MI Zip Code: 48304

Phone Number: _____

Fax: _____

Email Address: _____

Variance Information (Attach Additional Pages as Necessary)

1) Section: _____ Variance Description: _____

2) Section: _____ Variance Description: _____

3) Section: _____ Variance Description: _____

Please State the Reason for Requesting an Ordinance Variance: _____

Please see attached

Required Items

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

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

Application for Zoning Appeal

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

Standards Used by the Zoning Board of Appeals for Granting Variances

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

Article 7.0, Section 7.7(14) Deviations and Standards

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

Verbatim Minutes

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

Owner's Affidavit

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

X	Signature: <u>Sam Savar</u>	Date: <u>7/18/25</u>
	Subscribed and sworn to before me this: <u>18th</u>	Day of <u>July</u>
	Notary Public Name: <u>Hiba H Hamdan</u>	County of: <u>Wayne</u>
	With Commission to expire on: <u>7/14/2030</u>	

Applicant Signature

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

X	Name: <u>Max Sheker</u>	
	Signature: <u>[Signature]</u>	Date: <u>7/18/25</u>

Hiba Hassan Hamdan
 Notary Public State of Michigan
 Wayne County
 My Commission Expires 7/14/2030
 Acting in the County of collard



To the Zoning Board of Appeals,

We are writing to respectfully request a variance for the wall signage at our shopping center, which has recently transitioned from a multi-tenant plaza to a single-tenant space.

Under the current ordinance, wall signage is limited to 64 square feet. While this may be reasonable for one unit within a multi-tenant development, it presents a challenge now that the entire building is occupied by a single business. The existing signage limits appear to be designed for plazas with multiple tenants, but applying the same restriction to a single-user facility creates a hardship in visibility and effective identification.

We are not seeking to exceed what was previously allowed when six separate businesses operated in the space. Rather, we are asking for the flexibility to reallocate and reasonably utilize signage in a way that reflects the building's new single-tenant use.

Visibility from the roadway is also a key consideration. With traffic moving at approximately 45 miles per hour, the current signage limitation significantly impacts the ability of the business to be seen by passing drivers, which affects both safety and commercial viability.

We sincerely appreciate your time and consideration of our request, and we hope you will support this variance so that our signage can better align with the building's updated use and needs.

Warm regards,
Max Sheker
Sheker Construction
248-917-2737



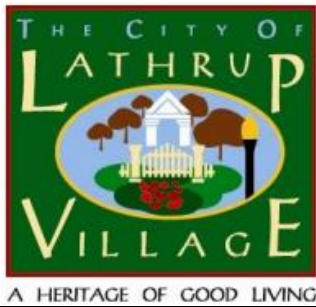
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Spelling.	<input type="checkbox"/>	colors.	<input type="checkbox"/>
Size.	<input type="checkbox"/>	Project cost.	<input type="checkbox"/>

CONFIDENTIAL PROPRIETARY DESIGNS AND CONCEPTS

ACCEPTANCE OF ARTWORK The drawing above is an artistic interpretation ONLY, elements may vary based on field measurements. This color proof is intended for verification of spelling, layout, color and composition. (PLEASE HELP AVOID UNNECESSARY COSTS BY CHECKING THIS PROOF VERY CAREFULLY) Signature constitutes authorization to proceed with specifications and conditions of this document as specified. All artwork and designs are property of New Generation Signs (NGS) and may not be used without the expressed written permission of NGS. Signs are the Property of New Generation Signs until project payment is made in full.

Approval _____ Date _____


New Generation Signs
we go beyond and further
Ph 586-759-5706 Cel 586-876-8706
11391 E 8 mile rd warren , michigan 48089



City Council Study Session

Monday, July 21, 2025, at 6:00 PM

27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order** by Mayor Garrett at 6:00 pm

2. **Discussion Items**

A. Flag Flying Policy

Mayor Garrett, City Council, CA Greene, and Attorney Baker discussed:

- The approval process for flags, receiving the request, and applying the standards
- Flags being flown conveying the City's endorsement/message
- Non-public forums of speech, limited public forums
- Lists of Flags that are acceptable, that have been flown in the Nation's Capital, State Capital, Oakland County, and previously at City Hall
- Remaining neutral
- The views of who is on the City Council can impact the flag decisions
- Temporary flags – City-sponsored events, sports teams, National Holidays, cultural milestones
- Non-public forum, only official actions of this Government
- Actions of other communities that were different than their actual Flag Flying policies
- Waiting to get another flagpole, and exchanging the POW/MIA flag during the time allowed for the approved flags

B. Rental Ordinance

Mayor Garrett, City Council, CA Greene, and Attorney Baker discussed:

- Updates that specifically pertain to short-term rentals
- Making the landlord-tenant license consistent
- Logistical issues for getting them inspected regularly
- Inspecting them if the City receives a complaint
- Having a local contact person who lives within a 20-mile radius of the rental property for short-term, long-term, Commercial, and Residential properties
- How the Ordinance will be enforceable and verifiable
- If the local contact is on vacation or not available, having a time limit for the response, or someone who can cover for the designated local contact

- The local contact would be for the City and Police, not for the neighbors to contact
- No street parking for the short-term renters, to minimize impact on long-term renters and homeowners
- Impact for short-term properties with smaller driveways, if street parking is not allowed
- Some units have been used for gatherings, and we have put a limit on the number of people
- The major complaints relating to short-term rental units in Milford were based on the number of people and parking
- Ordinances for overnight parking that already exist, and the recommended no street parking for short-term rentals
- Limiting the number of cars

C. 2025 Community Champions Playground Grant

CA Greene explained that Gametime playground manufacturer is offering 100% matching funds for this grant; however, we don't have it in the budget this year, but wanted to see if the Council is interested in staff applying for this grant.

Mayor Garrett, City Council, CA Greene, and Attorney Baker discussed:

- The October 17th deadline/time limit to apply for the grant
- If it were ADA accessible, but with the mulch at Sarrackwood Park, it would not
- If residents approve the Headlee Override, we could match the money, but if not, we would not have the money
- Possibly making Sarrackwood Park a green space
- Holding off at this time

D. City Hall DIA Mural

Mayor Garrett, City Council, CA Greene, and Attorney Baker discussed:

- Whether or not the Historic District Commission approval is needed
- Best practice to get the HDC approval
- The council can approve it if the HDC decides not to move the project forward
- Suggestions on making the wording for Lathrup Village bigger

3. Public Comments

Leslie Balian, Rackham, commented on the PILOT Town Hall, and what tax revenue would come in if the School project were not done without a PILOT agreement.

Diane Anderson made comments, including that a mural would desecrate City Hall, and about comments made by Mayor Garrett, that she believed were directed towards her on social media, and she wants her reputation restored.

Lauren Beras thanked DDA Director Colson for his work on the Lathrup Village Music Festival and watering plants in the Community, and promoted the Lathrup Village Music Festival on September 13, 2025, with a rain date of September 14, 2025.

Autumn Sousanis, who is an Art graduate and has done murals, does not believe a mural should be on City Hall, which is a Historic building in the Historic District, and questioned the involvement that residents were allowed to have in the mural process, as well as the Historic District Commission being involved. Mrs. Sousanis expressed that she was glad there would be more mulching at Sarrackwood Park, because there are exposed footings, and she stated that there are supposed to be three bids for the roof and cars.

Kevin Pough, BSB Communications, expressed having been onsite since January of this year surveying the equipment, cabling, telephone system, lines, fax, and Police lines, and the solution that has been submitted as a bid from BSB, and that they have worked in other cities including: Dearborn, Ann Arbor, Romulus, Flint, and Rochester Hills.

Tim Hillman, San Quentin, made comments regarding Cities that have flown the Pride flag and several communities that have already resolved the ordinances regarding flying the Pride flag, including Pleasant Ridge, Ferndale, and Madison Heights.

Erica Reed, Lathrup Blvd., expressed that she loves to live here and has been here for twenty-eight years with her husband and two boys, and has concerns about the City flying a Pride flag.

John Roberts, Lathrup Blvd., has lived here for 46 years, made comments, including saying that he has lived next door to an Airbnb, and parking has been an issue there. Mr. Roberts said he is glad the Council is considering the impact on the community.

Bob Beras expressed that flying Pride and Juneteenth flags are very important, and if a flag pole is needed, he thinks the community will help, if the Council will allow it.

The mayor read letters:

Bruce Copus, who was against the City having a Flag flying policy, spoke on the PILOT application fee, and asked why we need new ordinances for expanding the Business District.

4. Mayor and Council Comments

Mayor Pro Tem Kantor, explained the current amount of \$23,000 in taxes collected from the School building and ~\$11,000 goes to the DDA, and the estimated amounts with a PILOT ordinance in place, where the City could negotiate to received more of this money with the DDA, and the estimated amount if there were no PILOT ordinance if the development is able to be completed without a PILOT ordinance.

Mayor Garrett's comments:

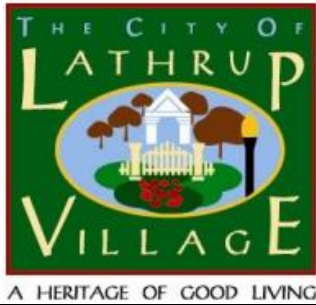
- She asked Mayor Pro Tem Kantor if we would lose money by entering into a PILOT ordinance agreement, and Mayor Pro Tem Kantor said "no."
- To Diane, that she prefers to have a witness with her when meeting someone who has challenged her character and threatened her with a lawsuit
- To Autumn, there was a survey that went out regarding the mural
- To Mr. Hillman, thank you for your feedback
- To Mr. and Mrs. Reed, thank you for your comments
- To Bob Beras, she agreed that it could be a fundraiser

Mayor Pro Tem Kantor's comments:

- Renderings of the Mural are online
- Regarding bids and competitive bidding, the City Administrator reaches out for multiple bids for items, and uses Michigan Bid to vet many companies
- Regarding short-term residence ordinances, they are to allow them, but put restrictions in place
- He asked CA Greene if there were multiple bids for the new phone system, and CA Greene confirmed that there were three bids

Councilmember Jennings brought up regulating Vape shops in Lathrup Village.

5. **Adjourn 7:29 pm**



City Council Regular Meeting

Monday, July 21, 2025, at 7:30 PM

27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order** by Mayor Garrett at 7:39 pm
2. **Roll Call**

Present: Mayor Garrett, Mayor Pro Tem Kantor, Councilmember Jennings, Councilmember Mannarino-Thompson

Also Present: City Administrator Greene, Attorney Baker, City Clerk Emanuel

Absent: Councilmember Hammond

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Jennings, to excuse Councilmember Hammond.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

3. **Pledge of Allegiance**
4. **Approval of Agenda**

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Jennings, to approve the agenda with the addition of 8.Q. Liquor License Resolution for Lathrup Village Music Festival.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

5. **Presentations**
 - A. Lathrup Village Police Officer Introduction

Introduction of new LVPD Officers Elliott Mateyek and Ahnes Cehic.

6. **Public Comment for Items on the Agenda** (speakers are limited to 3 minutes)

Leslie Balian, Rackham Dr., commented on the PILOT ordinance in regards to where tax dollars are going if they are not paying a millage?

Diane Anderson, gave a review of politics leading to the PILOT program, and commented that it helps the corporate sector at the expense of the public, it encourages renting instead of home ownership, along with other comments including that she thinks there is no evidence of a need for apartment units, and Council can exert control over private property with ordinances and planning and protect the integrity of neighborhoods.

Lauren Beras noted that she remembers when the need for housing was introduced at the Planning Commission meeting and expressed her concern regarding disparaging remarks against people by name who are deceased, by the same individual, time and time again. She commented that the PILOT is a common practice policy that Cities across the country use to attract developers.

Timothy Hillman, San Quentin, made comments about the speaker at the Town Hall that was organized to educate residents about the PILOT ordinance, referencing Jackson, and pointed out the difference between Jackson's PILOT ordinance, which allows for flexibility in negotiating term length, and our draft that mandates a 15-year baseline term. He also commented that Mr. Surnow, who commented at a prior City Council Study Session, should not be treated as a consultant on this manner because he has a vested interest, and Mr. Hillman would like them (Council) to maintain their flexibility and leverage to negotiate terms.

Kevin Pough, BSB Communications, explained that BSB has local support, is reliable for your residents, that they understand the building, equipment and cabling, and if internet goes down calls can still get to a mobile phone or identified number, and noted other Cities that they have BSB systems including: Birmingham, Dearborn, Ann Arbor, Romulus, and Rochester.

Mayor Garrett read emails:

Bruce Copus, who was against the City having a Flag Flying Policy, commented on the PILOT application fee and new ordinances in the business district.

Erica and Frank Reed, who stand on God's word and his teachings, and are against flying the Pride flag at City Hall.

7. **Consent Agenda**

A. Approval of Minutes

- i. 6-16-25 - Study Session
- ii. 6-16-25 - Regular Meeting
- iii. 6-23-25 - Special Meeting
- iv. 6-30-25 - Special Meeting
- v. 7-7-25 - Study Session

- B. Building & Code Enforcement Reports
- C. Community & Economic Development Reports
- D. Police Department Monthly Reports
- E. Finance Department Reports
- F. MML Workers' Compensation Fund - Trustee Election

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Jennings, to approve the consent agenda minus items A.i and F.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Jennings, to approve the June 16, 2025, City Council Study Session minutes with a correction to the spelling of Chuck Snelling's name.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

Mayor Garrett asked in regards to item F. MML Workers' Compensation Fund, that no one is left out, and there are only four people that we are agreeing to, and CA Greene confirmed that there are only four.

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Jennings, to approve item F to the MML Trustee election.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

8. Action Requests - For Consideration / Approval

- A. **Second Reading - Ordinance #2025-01 - An Ordinance to Amend the City of Lathrup Village Code of Ordinances at Chapter 77. Urban Redevelopment, by Adding a New Article, Article III. Workforce Housing PILOT, to Provide for Approval of an Exemption From Ad Valorem Property Taxes for Housing, as Authorized by Provisions of the State Housing Development Authority Act of 1966, Public Act 346 of 1966, As Amended, MCL 125.1401, ET SEQ.**

Moved by Councilmember Mannarino-Thompson, seconded by Mayor Pro Tem Kantor, to approve the second reading.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

B. Request to Approve PILOT Application Fee

Moved by Councilmember Jennings, seconded by Mayor Pro Tem Kantor, to approve a \$2,300 PILOT application fee addition to the City fee schedule.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

C. First Reading - Ordinance #2025-03 - An Ordinance to Amend Article 2 Sign Ordinance

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Jennings, to approve the first reading of ordinance #2025-03 – An Ordinance to amend Article 2 Sign Ordinance and schedule the second reading for August 18, 2025.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

D. First Reading - Ordinance #2025-04 - An Ordinance to Amend Chapter 10. Animals, by Amending Article IV. Chickens, Section 10-131. Number Limits, and Section 10-132. Structure

Moved by Councilmember Jennings, seconded by Mayor Pro Tem Kantor, to approve the first reading of Ordinance #2025-04 – An Ordinance to Amend Chapter 10. Animals, by amending Article IV. Chickens, Section 10-131. Number Limits, and Section 10-132. Structure and schedule the second reading for Aug 18, 2025.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

E. First Reading - Ordinance #2025-05 - An Ordinance to Amend Chapter 18. Businesses, Article IV. Landlords & Tenants, Section 18-181 Definitions & Section 18-184 Rental Licenses

Moved by Councilmember Mannarino-Thompson, seconded by Mayor Pro Tem Kantor, to approve the first reading of Ordinance #2025-05 – An Ordinance to Amend Chapter 18, Businesses, Article IV. Landlords & Tenants, Section 18-181 Definitions & Section 18-184 Rental Licenses, and schedule the second reading for August 18, 2025, with the modification of a 30-mile radius.

Yes: Kantor, Jennings, Mannarino-Thompson

Abstain: Garrett

No: N/A

Motion Carried

F. First Reading - Ordinance #2025-06 - An Ordinance to Amend Article 18. Businesses, by Adding a New Article, Article VII. Short-Term Rentals, to Provide for the Licensing & Regulation of Short-Term Rentals in the City of Lathrup Village

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Jennings, to approve the first reading of Ordinance #2025-06 – An Ordinance to Amend Article 18. Businesses, by Adding a New Article, Article VII. Short-Term Rentals, to Provide for the Licensing & Regulation of Short-Term Rentals in the City of Lathrup Village, and schedule the second reading for August 18, 2025, with the modification of a 30-mile radius.

Yes: Kantor, Jennings, Mannarino-Thompson

Abstain: Garrett

No: N/A

Motion Carried.

G. Request to Approve Zoning Ordinance Amendment - Money Service Businesses

Moved by Councilmember Mannarino-Thompson, seconded by Councilmember Jennings, to accept the Planning Commission's recommendation for a Zoning Ordinance Amendment to permit money service businesses only as a Special land use in the Commercial Vehicle District.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried.

H. Request to Approve Zoning Ordinance Amendment - Small Box Discount Retail Stores

Moved by Councilmember Jennings, seconded by Mayor Pro Tem Kantor, to accept the Planning Commission's recommendation for a Zoning Ordinance Amendment for Special land use review of small-box discount Retail Stores in the Commercial Vehicular District.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried.

I. Request to Approve Resolution #2025-17 - Designating City Flagpoles as Nonpublic Forums & Platforms for Government Speech & Establishing a Flag Display Policy

Moved by Mayor Pro Tem, seconded by Councilmember Jennings, to approve Resolution #2025-17 – Designating City Flagpoles as Nonpublic Forums & Platforms for Government Speech & Establishing a Flag Display Policy.

Yes: Kantor, Jennings, Mannarino-Thompson

No: Garrett

Motion Carried

J. Request to Approve EB 11-Mile Construction Change Order

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Jennings, to approve EB-11 Mile Construction Change Order for an estimated cost of \$42,000.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

K. Request to Approve DPS Bobcat Backhoe Loader Purchase

Moved by Councilmember Mannarino-Thompson, seconded by Councilmember Jennings, to approve the MiDeal DPS Bobcat Backhoe Loader Purchase from Doosan Bobcat North America for a quoted price of \$102,008.92.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

L. Request to Approve PD Chevrolet Blazer Purchase

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Mannarino-Thompson, to approve the contract for the 2025 PD Chevrolet Blazer not to exceed \$36,487.00.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A
Motion Carried.

M. Request to Approve Community Room Re-Roofing Specifications Preparation Services

Moved by Councilmember Jennings, seconded by Mayor Pro Tem Kantor, to approve the specialized design service quote from the Detroit Roofing Inspection Service for an estimated cost of \$5,500.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson
No: N/A
Motion Carried.

N. Request to Approve City Hall Phone System Upgrade Project

Moved by Councilmember Mannarino-Thompson, seconded by Mayor Pro Tem Kantor, to approve the phone system upgrade project with BSB Cloud for an estimated \$18,128.69.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson
No: N/A
Motion Carried.

O. Request to Approve MML Liability & Property Pool 2025 Renewal Premium

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Jennings, to approve the contract for Liability insurance with the Michigan Municipal League.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson
No: N/A
Motion Carried

P. Request to Appoint Board of Review Member

Moved by Councilmember Jennings, seconded by Mayor Pro Tem Kantor, to appoint Nicole Chenault to the Board of Review for a term ending December 31, 2026.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson
No: N/A
Motion Carried.

Q. Request to approve Special Liquor License for 3rd Annual LVMF

Moved by Councilmember Jennings, seconded by Mayor Pro Tem Kantor, to authorize staff to complete and submit all required forms to the Michigan Liquor Control Commission to secure a Special Liquor License to sell beer, wine, and liquor for the 3rd Annual Lathrup Village Music Festival.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson
No: N/A
Motion Carried

9. **City Administrator Report** None

10. **City Attorney Report** None

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

- a. Downtown Development Authority - No report
- b. Planning Commission – No report
- c. Parks & Recreation – Mayor Pro Tem Kantor mentioned the: Food Truck Fridays, August 9th Family Fun Day, September 13th at the LVMF - Kid Zone, balloonist, face painting, obstacle course, August 20th a Climate friendly home presentation by Dennis Nordmoe, Sept. 26 Trivia Night, Oct. 8th Puzzle night, and they are working on a Gardening series.
- d. Tree Committee – Roger Lynn thanked the 35 dedicated volunteers who helped with the tree planting event, and that they did not get the IRA Inflation Reduction Grant.
- e. Finance Review Committee – Town Hall on August 12th in the Community Room at 7:00 pm, there are more after that, and if you are interested in hosting one in your home with your neighbors, let Mayor Pro-Tem Kantor know.
- f. Southfield School Board – Annual Back-to-School Fair on Thursday, August 14 from 4:00 – 7:00 pm.

12. **Unfinished / New Business**

13. **Public Comment** (speakers are limited to 3 minutes)

Karen Harris expressed gratitude to the City Council for all they have accomplished and the time they put into being on Council, and stated that it takes a Village, and we have a great one.

Leslie Balian thinks that Sarrackwood Park is great and enjoys it with her Grandchildren, but mentioned the infant seat needs the safety bar replaced.

Roger Lynn expressed his disappointment that no one from the City Council was at the tree planting event, and Congresswoman Rashida Tlaib was there.

Diane Anderson expressed that she believes the PILOT would not be talked about without Surnow, and believes there has been demolition by neglect, and referenced Joni Mitchell's song lyrics, "paved paradise and put up a parking lot," among other comments.

Timothy Hillman, San Quentin, made comments including that the Lathrup Village for Democracy group will meet Saturday from 1:00 pm to 2:00 pm at City Hall, to rally in commemoration of the 35th anniversary of the Americans with Disabilities Act. Mr. Hillman thanked Roger Lynn for his Tree planting work and extended his heartfelt appreciation to Mayor Garrett and the City Council for codifying a Flag Flying Policy.

Lauren Beras mentioned the Lathrup Village Music Festival on Sept 13th, with a rain date of September 14th, and they could use some more volunteers.

Robert Beras commented that at the Study Session, someone accused the Council of not sending out for 3 bids for several projects, and listening to the meeting tonight, he heard that there were three bids, and attempts for more bids.

Kevin Pough, BSB, thanked the Council for choosing BSB and said, "We won't let you down."

14. **Mayor and Council Comments**

Mayor Garrett to Roger Lynn, acknowledged Roger Lynn's comment and thanked Leslie and Diane.

Mayor Pro Tem Kantor addressed Roger Linn's comment and mentioned the August 12th Town Hall.

Councilmember Jennings mentioned the School Board President on McIntrye closing and turning it into a recreation center.

15. **Closed Session**

- A. Request to enter into Closed Session per MCL 15.268(h) - To consider material exempt from discussion or disclosure by state or federal statute

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Jennings, to enter into Closed Session per MCL 15.268(h) - To consider material exempt from discussion or disclosure by state or federal statute

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

No: N/A

Motion Carried

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Mannarino-Thompson, to leave the Closed Session.

Yes: Garrett, Kantor, Jennings, Mannarino-Thompson

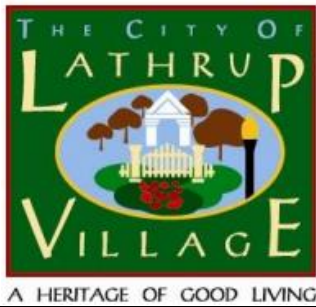
No: N/A

Motion Carried

16. **Adjourn**

Moved by Mayor Pro Tem Kantor, seconded by Councilmember Jennings, to adjourn.

Adjourned at 9:39 pm



City Council Study Session

Monday, August 04, 2025 at 6:00 PM

27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order** by Mayor Garrett at 6:00 pm

2. **Discussion Items**

A. Triangle Properties - Request for Proposal

Mayor Garrett, Councilmembers, Attorney Baker, and City Administrator Greene discussed:

- The two triangle lots, the DDA and City own, the City received no bids regarding developing these properties, and CA Greene wanted to know if the Council wanted to seek development proposals again.
- Residents will have a chance to submit a proposal that could be for a park, fitness court, nature center, or another idea
- Communicating with residents in different ways, other than the newsletter that they can submit proposals
- Whether or not we should ask for bids, because some residents are against the sites being developed, and want it to be a green space; however, residents can submit a proposal for the sites to be a green space
- Is the City interested in developing it, and the money it would take to develop these sites, that would be financially feasible
- Neighbors can come together to pitch in for a plan and then the upkeep of the site, so it will not fall back on the City, because there is a cost to the City when the City has to maintain properties
- Maintaining properties and the City asking owners to maintain their properties, like the "House in the Woods"
- Yes, Council is interested in publishing an RFQ again

B. Joint Council & Planning Commission Meeting - Master Plan Kickoff

Mayor Garrett, Councilmembers, Attorney Baker, and City Administrator Greene discussed:

- Explanation of a grant that we have received that can be used for the Master Plan and the related timeline for the Master Plan review
- The Master Plan must be reviewed every five years to stay grant eligible and for RRC certification
- The approximate cost is \$40,000 for a Master Plan review/update
- Wanting to get residents' input on the Master Plan
- Residential input through the website with surveys, and dedicated Town Halls
- Planning Commission meetings and the Master Plan process

- One large Open House by a Planning Company and the City, having a few more Open Houses

C. Zoning Ordinance Amendment - Proposed Uses

Mayor Garrett, Councilmembers, Attorney Baker, and City Administrator Greene discussed:

- Council was asked if there are any other businesses that they want to regulate.
- Vape Shops – and looking into whether any other Communities have regulated them, and if there were any challenges related to regulating them
- Cryptocurrency and Bitcoin ATMs, warnings to alert people of possible scams, education regarding the scams, and the discussions and work that have already been done by the Planning Commission
- Donation Bins, and specific wording related to the donation bins, to regulate their location, and make sure they are not in the right of way
- Required parking spots in our ordinances and donation bins are taking up parking spots

3. Public Comments

Diane Anderson referenced a booklet about the Constitution and commented on the Constitution Article 6, and the City Charter regarding the Mayor's duties, and not seeing anywhere that the Mayor can make defamatory statements. Ms. Anderson expressed that she thought the Mayor's comments on Juneteenth did not encompass White Americans who also believe in equal rights and support Juneteenth.

Lauren Beras commented on the garbage in front of Rita's Ice and Middle Eats, and asked what it takes to get garbage bins placed there? She also commented that the City could have profited more from the "House in the Woods," but took less because of the stipulation that it had to be maintained.

4. Mayor and Council Comments

Mayor Pro Tem Kantor commented:

Thought that there were supposed to be garbage cans in the vicinity near Middle Eats and Rita's Ice, and Attorney Baker confirmed that a trash bin was required by the sidewalk of the PUD approval for Panera.

Councilmember Hammond commented:

To Ms. Anderson, the absence of a reference of something does not imply a complete disregard for that issue.

5. Adjourn 6:31 pm

DDA Code Enforcement Report July 2025

Address	Property Owner	Violation	Category	Status
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27241 SOUTHFIELD RD	LATHRUP, PHARMACY	OWNER INSTRUCTED TO REMOVE WALL SIGNS AS THE BUSINESS, LATHRUP PHARMACY, IS NO LONGER IN BUSINESS	Sign Violation	Letter Sent
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Sec. 52-30. - (a) (2) Maintenance.
(a) Damaged or abandoned signs.
(2) Abandoned signs shall be removed or put into service. Removal of such signs shall include removal of the poles and/or supports.

INSPECTOR COMMENTS: REMOVE ABANDONED WALL SIGN

28505 SOUTHFIELD RD	HELP CENTER INVESTMENTS, LLC	GRASS NOT TO EXCEED 7" IN HEIGHT	Tall Grass/ Weeds	Complied
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302.4 Weeds
Premises and exterior property shall be maintained free from weeds or plant growth in excess of 7". Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

INSPECTOR COMMENTS: WEEDS REMAIN IN AND AROUND PARKING LOT AND AT REAR

302.4 Weeds
Premises and exterior property shall be maintained free from weeds or plant growth in excess of 7". Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

INSPECTOR COMMENTS: GRASS NOT TO EXCEED 7" IN HEIGHT

27411 SOUTHFIELD RD	SKZ PROPERTY HOLDINGS, LLC	OUTDOOR TENT NOT PERMITTED - DISCONTINUE USE OF TENT AND OUTDOOR DINING	Accessory Structure	Complied
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DDA Code Enforcement Report July 2025

AddressProperty OwnerViolationCategoryStatus

4.8 OUTDOOR DINING

1. The Planning Commission shall review requests for outdoor dining through the site plan review process.

8. Applications for outdoor dining shall be accompanied by fully dimensioned plans or drawings indicating the location and layout of the proposed seating area within the subject site, and the delineations method proposed.

INSPECTOR COMMENTS: ANY/ALL OUTDOOR COMMERCIAL DINING MUST BE APPLIED FOR AND APPROVED IN ORDER TO BE PERMITTED

5.16 ACCESSORY BUILDINGS AND STRUCTURES

1. Accessory buildings or structures located in any use district shall be subject to the following regulations, unless otherwise provided in this chapter:

A. Where an accessory building or structure is physically attached to a main building, it shall be subject to and must conform to, all regulations of this chapter applicable to main buildings unless otherwise specified.

B. Accessory buildings or structures shall not be erected in any front yard nor in any exterior side yard setback unless otherwise provided in this chapter.

C. A detached accessory building shall not be located within 10 feet of any main building, nor shall it be located within one foot of an alley right-of-way. In no instance shall an accessory building or deck be located within an easement for public utilities or a public or private right-of-way.

INSPECTOR COMMENTS: COVERED TENT NOT PERMITTED - REMOVE AND DISCONTINUE FURTHER USES

27411 SOUTHFIELD RDSKZ PROPERTY HOLDINGS, LLCHOURS OF OPERATION NOT PERMITTED BETWEEN 11 PM & 7 AMHours of OperationLetter Sent

4.7 HOURS OF OPERATION FOR ALL PLACES OF BUSINESS, TRADE OR COMMERCE

It is the express policy and intent of the city to preserve and protect its essence and character as a fine residential community by placing reasonable limitations on the uses of property where such uses will, or may be likely to, intrude upon the peaceful and quiet enjoyment of adjacent residential areas to an unreasonable degree or to be or to become a legal nuisance in fact as defined by the common law of this state. To this end, no place of business, trade or commerce shall be open for the transaction of business with the general public between the hours of 11:00 p.m. and 7:00 a.m. the following day except with the express prior approval of the Zoning Board of Appeals as a deviation under the provisions of Section 7.

INSPECTOR COMMENTS: HOURS OF OPERATION NOT PERMITTED BETWEEN 11 PM & 7 AM

28000 SOUTHFIELD RDL.V. PROPERTY INVESTMENTS, LLCPALLETS STORED AT SOUTHWEST CORNER OF BUILDING - REMOVEDebrisComplied

DDA Code Enforcement Report July 2025

Address	Property Owner	Violation	Category	Status
54-66 Outside storage for unsightly or offensive materials. No person shall cause or permit the premises he owns or otherwise has under his occupancy or control or the adjoining right-of-way to be used for the outside storage (outside of an appropriate container or building) of garbage, sewage, filth, refuse, dead or cut tree branches, waste, including yard waste, trash, debris, litter, rubbish, including cans, bottles, wastepaper, cartons, boxes, crates, inoperable machinery, discarded building materials, discarded household goods, or any unsightly, offensive or obnoxious materials. All land areas found to be used for such purposes or to be strewn with such materials are declared to be public nuisances. (Code 1991, art. V, ch. 7, § 108)				

INSPECTOR COMMENTS: PALLETS STORED AT SOUTHWEST CORNER OF BUILDING - REMOVE

28309 SOUTHFIELD RD	MOUHAJER DEVELOPEMENT INC	WALL SIGN INSTALLED WITHOUT BEFORE REVIEW APPROVAL AND PERMIT ISSUANCE	Working Without Required Permit(s)	Letter Sent
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Sec. 52-27. - Permitting - Sign permit application requirements.
(a)Sign permits shall be issued by the planning and zoning administrator or his/her designee upon approval of a written application. Where electrical permits are required, they shall be obtained at the same time as the sign permit.

(c)The planning and zoning administrator or his/her designee shall consider and deny, approve, or approve with conditions, all sign applications for which an application is made and a review fee is paid. The planning and zoning administrator may initiate a review by the downtown development authority, if the site falls within the DDA district.

INSPECTOR COMMENTS: WALL SIGN INSTALLED BEFORE REVIEW APPROVAL AND PERMIT ISSUANCE

26603 SOUTHFIELD RD	SMJ BUILDING LLC	DISCONTINUE USE OF FLASHING "OPEN" SIGN	Sign Violation	Letter Sent
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Sec. 52-23. - (l) General requirements.
Signs shall not have scrolling, blinking, flashing, animated or fluttering lights or other illuminating devices which have a changing light intensity, brightness or color.

INSPECTOR COMMENTS: FLASHING/ANIMATED SIGNS NOT PERMITTED - DISCONTINUE USE OF FLASHING "OPEN" SIGN

28305 SOUTHFIELD RD	MOUHAJER DEVELOPEMENT INC	OUTLINE TUBING SIGNS LIMITED TO 1 PER BUSINESS - DISCONTINUE USE OF MORE THAN 1 LIGHTED "OPEN" SIGN	Sign Violation	Complied
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Sec. 52-25. - (e) Other signs
(1) Outline tubing sign. Outline tubing signs are limited to two square feet and one per business.

INSPECTOR COMMENTS: OUTLINE TUBING SIGNS LIMITED TO 1 PER BUSINESS - DISCONTINUE USE OF MORE THAN 1 LIGHTED "OPEN" SIGN

DDA Code Enforcement Report July 2025

Address	Property Owner	Violation	Category	Status
27051 SOUTHFIELD RD	LAN LAN HOLDINGS LLC	WEEDS OBSERVED NEAR NORTH SIDE OF BUILDING - GRASS & WEEDS NOT TO EXCEED 7" IN HEIGHT	Tall Grass/ Weeds	Letter Sent

302.4 Weeds
Premises and exterior property shall be maintained free from weeds or plant growth in excess of 7". Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

INSPECTOR COMMENTS: WEEDS OBSERVED NEAR NORTH SIDE OF BUILDING - GRASS & WEEDS NOT TO EXCEED 7" IN HEIGHT

26710 SOUTHFIELD RD	SURNOW CO	MAXIMUM AMOUNT OF COVERAGE ON WINDOWS NOT TO EXCEED 10% OF TOTAL AREA	Sign Violation	Letter Sent
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Sec. 52-26. - (g) Signs not requiring a permit.
(g) Window Signs. Window signs shall be permitted for non-residential uses. Window signs on a building side shall not exceed ten percent of the total glass area on that side of the building and on the floor where the sign will be located. Window signs shall include permanent and temporary decals and static vinyl clings that are visible from the exterior. Such signs shall be calculated on the full extent of the graphic representation, regardless of its opacity.

INSPECTOR COMMENTS: MAXIMUM AMOUNT OF COVERAGE ON WINDOWS NOT TO EXCEED 10% OF TOTAL AREA

27330 SOUTHFIELD RD	Sadier Abro	BACKLIGHTING NOT TO EXCEED A SPREAD IN EXCESS OF 4"	Sign Violation	Door Tagged, Lc
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Sec. 52-23. - (k) (5) Illumination.
Backlit signs shall use only white for illumination. Such signs shall spread their illumination a maximum of four inches beyond the sign elements.

INSPECTOR COMMENTS: BACKLIGHTING NOT TO EXCEED A SPREAD IN EXCESS OF 4"

27241 SOUTHFIELD RD	LATHRUP, PHARMACY	GRASS/WEEDS NOT TO EXCEED 7"	Tall Grass/ Weeds	Door Tagged, Lc
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DDA Code Enforcement Report July 2025

AddressProperty OwnerViolationCategoryStatus

302.4 Weeds
Premises and exterior property shall be maintained free from weeds or plant growth in excess of 7". Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

INSPECTOR COMMENTS: GRASS/WEEDS NOT TO EXCEED 7"

27241 SOUTHFIELD RDLATHRUP, PHARMACYADDRESS NUMBERS MUST BE 4" MINIMUM AND CLEARLYVISIBLEAddress NumbersDoor Tagged, L

304.3 Premises identification
Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

INSPECTOR COMMENTS: ADDRESS NUMBERS MUST BE 4" MINIMUM AND CLEARLY VISIBLE

Records: 13

Residential Enforcement Report July 2025

Address	Property Owner	Violation	Violation Type	Status/Action
26760 LATHRUP BLVD	JOHNSON, CELESTE	GRASS NOT TO EXCEED 7" IN HEIGHT	Tall Grass/ Weeds	Complied
18151 SANTA ANN AVE	DAUGHTERY, MAEGAN	BOAT TRAILER PARKED IN DRIVEWAY - REMOVE FROM PUBLIC VIEW	Trailer Storage Violation	Complied
26041 LATHRUP BLVD	NWAGWU, KYRIAN N	1. GRASS NOT TO EXCEED 7" IN HEIGHT (AT REAR) 2. REMOVE ALL CUT BRUSH/LIMBS FROM REAR	Tall Grass/ Weeds	Complied
18330 RAINBOW DR	DUNCAN, ANTHONY D	POD STORED ON PROPERTY - PERMIT REQUIRED	Dumpster/PODS on Property Without Permit	Complied
18470 SANTA ANN AVE	DENSON, LASHAWNDA C	TRASH LEFT IN RIGHT OF WAY/DRIVEWAY - REMOVE	Debris	Complied
26269 MEADOWBROOK WAY	BAILY JR, ODELL	TRASH LEFT IN RIGHT OF WAY - REMOVE	Debris	Complied
18805 RAINBOW DR	GOLDSBERRY, STANLEY	PERMITS REQUIRED FOR CEMENT WORK - DRIVEWAY, WALK TO FRONT PORCH, REAR CONCRETE WORK	Working Without Required Permit(s)	Complied

Residential Enforcement Report July 2025

Address	Property Owner	Violation	Violation Type	Status/Action
18755 WILTSHIRE BLVD	SCHAEFER, JAMES M	LOGS STORED IN RIGHT OF WAY - TOO LARGE FOR PICKUP BY CITY CONTRACTOR - REMOVE	Debris	Complied
27220 RAINBOW DR	RICHARDS, ROBIN LEE	<p>All lighting apparatus used for outside illumination shall direct all light downward and shall be so constructed as to prevent the directed light from extending beyond the lot being illuminated.</p> <p>No light source shall cause or permit direct, indirect, or reflected light to extend beyond the lot upon which it is placed so as to be annoying to any occupant of a neighboring lot who is of ordinary sensibilities.</p> <p>DISCONTINUE USE OF ALL LIGHTING APPARATUSES THAT DIRECT LIGHT BEYOND THE PROPERTY AT 27220 RAINBOW DRIVE</p> <p>PICTURES PROVIDED BY NEIGHBOR AT 27250 RAINBOW DR ON 7/14/2025</p>	Outside Illumination Violation - Residential	Letter Sent
18175 AVILLA BLVD	LIU, BINGYI	OBTAIN APPLICABLE PERMITS FOR KITCHEN & BATHROOM REMODELS, WINDOWS, AND ALL OTHER WORK NOT OBSERVED	Working Without Required Permit(s)	Door Tagged, Letter Sent
18226 ROSELAND BLVD	Howard, Kim	GRASS/WEEDS NOT TO EXCEED 7" IN HEIGHT	Tall Grass/ Weeds	Complied
17552 ROSELAND BLVD	PRZYBYLSKI, KAREN L	FENCE NOT PROPERLY MAINTANED - FENCE OBSERVED AS NOT STRUCTUALLY SOUND AND HAS PORTIONS WHERE IT IS NOT UPRIGHT AND SECURE - REPAIR, REPLACE, OR REMOVE	Property Maintenance Violation	Letter Sent

Residential Enforcement Report July 2025

Address	Property Owner	Violation	Violation Type	Status/Action
18140 RAINBOW DR	CAMBURN, SEAN	GRASS/WEEDS NOT TO EXCEED 7" IN HEIGHT	Tall Grass/ Weeds	Complied
17600 RAINBOW DR	HILL, MICHELLE L	DEBRIS IN RIGHT OF WAY - REMOVE	Debris	Letter Sent
28000 CALIFORNIA NW DR	BARTON, GREGG E	GRASS/WEEDS NOT TO EXCEED 7" IN HEIGHT	Tall Grass/ Weeds	Door Tagged, Letter Sent

Records: 15

Permits Issued: July 2025

Building

Permit #	Issue Date	Property Owner	Job Address	Parcel #	Permit Fees	Const. Value
PB250058	07/02/2025	BILOT, CHRISTINA	18619 MIDDLESEX AVE	40-24-23-253-012	\$305.00	\$6,000
Work Description: 40' X 16' ATTACHED PATIO COVER OVER REAR WOUTHWEST HALF OF HOME						
PB250067	07/10/2025	LEANNAIS, WILLIAM	18823 SAN DIEGO BLVD	40-24-14-451-003	\$250.00	\$1,000
Work Description: REMOVE AND REPLACE CONCRETE PORCH						
PB250069	07/16/2025	DANIELS, WILLIAM L	19593 SAN JOSE BLVD	40-24-14-304-026	\$579.61	\$21,774
Work Description: 217 LNFT of basement gutter with 1 pump						
PB250070	07/10/2025	HORDE, ANDREW	18867 HAMPSHIRE ST	40-24-23-252-010	\$195.00	\$17,806
Work Description: Tearoff and reroof for house and garage						
PB250071	07/16/2025	WATTS, RALPH G	18530 SARATOGA BLVD	40-24-14-256-013	\$283.57	\$3,098
Work Description: STABILIZING 272' CONCRETE WITH POLY FOAM INJECTIONS ON PORCH AND ALONG SIDEWALK THAT RUNS UP DRIVEWAY						
PB250073	07/23/2025	WISE, ROBERT CHARLES	17627 ROSELAND BLVD	40-24-13-103-003	\$436.00	\$12,800
Work Description: Interior waterproofing						
PB250075	07/23/2025	BATCHELLER, CHAS T	17606 SUNNYBROOK AVE	40-24-13-357-009	\$431.97	\$12,531
Work Description: Installing 62' basement waterproofing, tying to existing sump and discharge						

Total Permits For Type: 7

Total Fees For Type: \$2,481.15

Total Const. Value For Type: \$75,009

Electrical

Permit #	Issue Date	Property Owner	Job Address	Parcel #	Permit Fees	Const. Value
PE250064	07/01/2025	WALKER, DURAND A	18151 REDWOOD AVE	40-24-14-278-007	\$75.00	\$0
Work Description: AC						
PE250067	07/03/2025	LATHRUP VILLAGE PLAZA LL 27330 SOUTHFIELD RD		40-24-13-353-001	\$425.00	\$0
Work Description: Set fixture + 7 circuits + #1 AC / Smoke shop						
PE250071	07/28/2025	BALIAN, LESLIE	27577 RACKHAM DR	40-24-14-330-007	\$300.00	\$0
Work Description: POOL & SPA - 4 CIRCUITS						
PE250072	07/29/2025	DROST, ALEX J	17567 RAMSGATE DR	40-24-24-104-017	\$140.00	\$0
Work Description: EV Wall Charger Installation						

Total Permits For Type: 4
Total Fees For Type: \$940.00
Total Const. Value For Type: \$0

Electrical Reconnect

Permit #	Issue Date	Property Owner	Job Address	Parcel #	Permit Fees	Const. Value
PE250066	07/03/2025	LIPKOWITZ, MARA	18891 BUNGALOW DR	40-24-14-452-002	\$95.00	\$0
Work Description: Ac and furnace replacement reconnect.						
PE250068	07/16/2025	JOHN HRETZ & ELAINE B HRI	18157 REDWOOD AVE	40-24-14-278-006	\$65.00	\$0
Work Description: Reconnect in conjunction with a/c install						
PE250069	07/22/2025	ROBERTSON, JOHN	18714 W GLENWOOD BLVD	40-24-14-252-012	\$65.00	\$0
Work Description: Installing replacement 13.4 seer 3 ton AC						

Total Permits For Type: 3
Total Fees For Type: \$225.00
Total Const. Value For Type: \$0

EXTRA CEMENT PERMIT

Permit #	Issue Date	Property Owner	Job Address	Parcel #	Permit Fees	Const. Value
PEXC-25-010	07/14/2025	RONDOT, DAVID M	18860 BUNGALOW DR	40-24-14-451-015	\$290.00	\$0
Work Description: remove existing concrete driveway, front walkway going up to house, one walkway coming from driveway to side of house, one step, 2 approaches in circle drive and install 2 new culverts and replace new 6" concrete for approaches and pour 4" concrete for driveway, 2 walkways and pour 1 cast in place step						
PEXC-25-012	07/21/2025	REED, DOROTHY	18910 RAINBOW CT	40-24-23-201-018	\$120.00	\$0
Work Description: REMOVE AND REPLACE CONCRETE DRIVEWAY - 6"						
PEXC-25-013	07/23/2025	BRYANT, EUNICE M	17460 REDWOOD AVE	40-24-13-152-004	\$120.00	\$0
Work Description: CONCRETE DRIVEWAY AND PARKING PAD INSIDE OF R.O.W.						
PEXC-25-014	07/24/2025	AENIS, JEFFERY A	18769 WILTSHIRE BLVD	40-24-14-251-003	\$120.00	\$0
Work Description: Replacement of a 195 sqft patio at grade with no steps						

Total Permits For Type: 4
Total Fees For Type: \$650.00
Total Const. Value For Type: \$0

Fence

Permit #	Issue Date	Property Owner	Job Address	Parcel #	Permit Fees	Const. Value	Item 7B.
PF-25-014	07/01/2025	THE JOHN AND LORA STOUT	28051 RED RIVER DR	40-24-14-126-004	\$120.00	\$0	
Work Description: 4" ORNAMENTAL FENCE, 158 LINEAL FT							
PF-25-018	07/22/2025	HOLDER, BRIAN	28666 BLACKSTONE DR	40-24-14-232-011	\$160.00	\$0	
Work Description: 6' TALL, 237 LINEAR FT WOOD FENCE							
PF-25-020	07/22/2025	COOPER, ROSE M	17591 RAMSGATE DR	40-24-24-104-015	\$160.00	\$0	
Work Description: Remove 17' of 4' and 5' PVC fence. Install 13' of 4' white Cambridge PVC fence, includes 1 - 4'x8' double gate. Install 1 - 5'x4' single white Cambridge PVC gate.							
PF-25-021	07/21/2025	BOSKEY, REED	17535 WILTSHIRE BLVD	40-24-13-151-020	\$160.00	\$0	
Work Description: 6' TALL WOOD FENCE, 89 LINEAR FEET							

Total Permits For Type: 4

Total Fees For Type: \$600.00

Total Const. Value For Type: \$0

Garage Sale

Permit #	Issue Date	Property Owner	Job Address	Parcel #	Permit Fees	Const. Value
PGS-25-033	07/29/2025	BRADLEY, DAVID	17610 LINCOLN DR	40-24-24-154-027	\$5.00	\$0
Work Description: GARAGE SALE 8/1 THRU 8/3						

Total Permits For Type: 1

Total Fees For Type: \$5.00

Total Const. Value For Type: \$0

Mechanical

Permit #	Issue Date	Property Owner	Job Address	Parcel #	Permit Fees	Const. Value
PM250047	07/01/2025	WALKER, DURAND A	18151 REDWOOD AVE	40-24-14-278-007	\$140.00	\$0
Work Description: AC, HUMIDIFIER						
PM250048	07/03/2025	LIPKOWITZ, MARA	18891 BUNGALOW DR	40-24-14-452-002	\$190.00	\$0
Work Description: Ac and furnace replacement						
PM250049	07/16/2025	JOHN HRETZ & ELAINE B HRI	18157 REDWOOD AVE	40-24-14-278-006	\$155.00	\$0
Work Description: Install 3-ton a/c unit						
PM250050	07/22/2025	ROBERTSON, JOHN	18714 W GLENWOOD BLVD	40-24-14-252-012	\$140.00	\$0
Work Description: Installing a replacement 13.4 seer 3 ton AC						

Total Permits For Type: 4
Total Fees For Type: \$625.00
Total Const. Value For Type: \$0

Outside Refuse Container

Permit #	Issue Date	Property Owner	Job Address	Parcel #	Permit Fees	Const. Value
PORC-25010	07/08/2025	DUNCAN, ANTHONY D	18330 RAINBOW DR	40-24-23-277-002	\$25.00	\$0
Work Description: PODS CONTAINER						
PORC-25011	07/25/2025	WILLIAMS, NATHANIEL	17553 ROSELAND BLVD	40-24-13-103-007	\$25.00	\$0
Work Description: DUMPSTER						

Total Permits For Type: 2
Total Fees For Type: \$50.00
Total Const. Value For Type: \$0

Plumbing

Permit #	Issue Date	Property Owner	Job Address	Parcel #	Permit Fees	Const. Value
PP250036	07/22/2025	BATCHELLER, CHAS T	17606 SUNNYBROOK AVE	40-24-13-357-009	\$170.00	\$0
Work Description: Installing 62' basement waterproofing, tying to existing sump and discharge						
PP250038	07/24/2025	WISE, ROBERT CHARLES	17627 ROSELAND BLVD	40-24-13-103-003	\$200.00	\$0
Work Description: interior waterproofing, sump pump, water back up, and pop up drain outside						

Total Permits For Type: 2
Total Fees For Type: \$370.00
Total Const. Value For Type: \$0

Report Summary

Grand Total Permit Fees: \$5,946.15
Grand Total Permits: 31
Grand Total Const. Value: \$75,009

Permit.Status = ISSUED AND
 Permit.DateIssued in <Previous month>
 [07/01/25 - 07/31/25]

Memorandum

To: Mayor and City Council

From: Mike Greene, City Administrator

Date: August 07, 2025

Re: Monthly Approval of Disbursements

Attached are reports for the Cities Monthly Disbursements for the Month of July 2025.

MOTION:

JULY DISBURSEMENTS W/ SALARY INCLUDED			
FUND			
101	GENERAL FUND	\$	617,702.69
FUND			
202	MAJOR ROADS	\$	51,623.50
FUND			
203	LOCAL ROADS	\$	8,880.89
FUND			
258	CAPITAL FUND	\$	-
FUND			
397	ROAD MILLAGE FUND	\$	-
FUND			
494	DOWNTOWN DEV. AUTH	\$	32,319.81
FUND			
592	WATER & SEW	\$	288,486.85
TOTAL DISBURSEMENTS		\$	999,013.74

BUDGET REPORT (REVENUES VERSUS EXPENDITURES) FOR MONTH ENDED JULY 31, 2025

	Revenues Through 7/31/2025	Expenses Through 7/31/2025	Revenues Over (Under) Expenses
101-GENERAL FUND	453,358	393,762	59,595
202-MAJOR STREET FUND	34,313	36,459	(2,146)
203-LOCAL STREET FUND	16,810	1,863	14,947
397-ROADS MILLAGE BOND FUND	66,945	-	66,945
494-DOWNTOWN DEVELOPMENT AUTHORITY	34,258	18,611	15,648
592-WATER & SEWER FUND	211,990	70,518	141,471
GRAND TOTAL ALL FUNDS	817,673	521,213	296,460

CITY OF LATHRUP VILLAGE
Disbursement Report

Period covered 07/01/2025-07/15/2025

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$23,169.08	Greene, Miller, Townsend, Bobcean, Colliau, Emanuel, Singleton
DDA	\$4,843.75	Colson, Kennedy
Bldg Mnt	\$0.00	
Police	\$44,522.04	Alexander, Button, Gijsbers, Huston, Hutson, Cory, Lawrence, McKee Roberts, Stajich, Tackett, Zang
DPS	\$0.00	
Water	\$0.00	
Recreation	\$0.00	

Total Gross \$72,534.87

Deductions \$29,458.77

Net Payroll \$43,076.10

* Fund Totals Include Gross Payroll

General Fund	\$67,691.12
Major Road Fund	\$0.00
Local Road Fund	\$0.00
Capital Acquisition Fund	\$0.00
Road Bond	\$0.00
Downtown Development Authority	\$4,843.75
Water & Sewer Fund	\$0.00

Total	\$72,534.87
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CITY OF LATHRUP VILLAGE
Disbursement Report

Period covered 07/15/2025-07/31/2025

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$23,860.40	Greene, Miller, Townsend, Bobcean, Colliau, Emanuel, Singleton
DDA	\$5,029.17	Colson, Kennedy
Bldg Mnt	\$0.00	
Police	\$44,545.60	Alexander, Button, Cehic, Mateyak, Gijsbers, Huston, Hutson, Cory, Lawrence, McKee Roberts, Stajich, Tackett, Zang
DPS	\$0.00	
Water	\$0.00	
Recreation	\$0.00	

Total Gross \$73,435.17

Deductions \$30,359.07

Net Payroll \$43,076.10

* Fund Totals Include Gross Payroll

General Fund	\$550,011.57
Major Road Fund	\$51,623.50
Local Road Fund	\$8,880.89
Capital Acquisition Fund	\$0.00
Road Bond	\$0.00
Downtown Development Authority	\$27,476.06
Water & Sewer Fund	\$288,486.85

Total	\$926,478.87
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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-206.000	TAX OVERAGE REFUND	LAURIE AARON	2024 SUMEER PRORATED VETERANS EXEMPTI	2,105.16	51325
101-000.000-206.000	TAX OVERAGE REFUND	LAURIE AARON	2024 WINTER PRORATED VETERANS EXEMPTI	1,273.95	51325
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	AFLAC	AFLAC INSURANCE	445.04	51169
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	POLICE & FIREMEN'S INS.	POLICE OFFICERS - GROUP BILLING 21115	56.34	51236
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	AFLAC	AFLAC INSURANCE	445.04	51298
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	KEARA TUGWELL	COMMUNITY ROOM DEPOSIT REFUND	300.00	51164
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	JOHN DUNIVANT	COMMUNITY ROOM DEPOSIT REFUND	100.00	51204
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	KUBRAT BELLO	COMMUNITY ROOM DEPOSIT REFUND	300.00	51205
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	MELISSA SEAY	COMMUNITY ROOM DEPOSIT REFUND	100.00	51210
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	SHEILA MASON	COMMUNITY ROOM DEPOSIT REFUND	300.00	51227
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	TERRANCE PORTER	COMMUNITY ROOM DEPOSIT REFUND	300.00	51232
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	DAVIDA LEONARD	COMMUNITY ROOM DEPOSIT REFUND	300.00	51316
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	LINDA SIMPSON	COMMUNITY ROOM DEPOSIT REFUND	400.00	51326
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	MIA SHORTER	COMMUNITY ROOM REFUND	300.00	51328
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	RAYLYNN HENRY	COMMUNITY ROOM REFUND	300.00	51345
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	VERONYCA CORNISH	COMMUNITY ROOM DEPOSIT REFUND	175.00	51354
101-000.000-246.000	POLICE UNION DUES	COMMAND OFFICERS ASSN. O	DUES TACKETT/ZANG	132.52	51185
101-000.000-246.000	POLICE UNION DUES	MICHIGAN ASSOCIATION OF	AUGUST 2025 UNION DUES	474.32	51330
101-000.000-283.000	PERFORMANCE BONDS	LEANNAIS, WILLIAM	BD Payment Refund	40.00	51208
101-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	MISSIONSQUARE - 300179	ICMA DEF COMP 457	2,748.05	51213
101-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	MISSIONSQUARE - 300179	ICMA DEF COMP 457	3,756.48	51332
101-000.000-475.000	COMM ROOM & BLDG RENT REVENUE	CLIFTON GRANT	COMMUNITY ROOM RENTAL	(75.00)	51182
101-000.000-475.000	COMM ROOM & BLDG RENT REVENUE	ROSIE CLEMMONS	COMMUNITY ROOM REFUND	1,000.00	51225
101-000.000-475.000	COMM ROOM & BLDG RENT REVENUE	CLIFTON GRANT	COMMUNITY ROOM RENTAL	(75.00)	51239
Total For Dept 000.000				15,201.90	
Dept 100.000 GOVERNMENT SERVICES					
101-100.000-710.000	UNEMPLOYMENT INSURANCE	MICHIGAN MUNICIPAL LEAGU	QUARTERLY CONTRIBUTION	1.36	51331
101-100.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	64.23	51171
101-100.000-726.000	OFFICE SUPPLIES	FNBO	CC EXPENSE - MICHAEL GREENE	99.00	51197
101-100.000-726.000	OFFICE SUPPLIES	MARTHA BOBCEAN	12 PKGS OF 300 LABELS USED TO NOTIFY	81.41	51209
101-100.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	332.83	51300
101-100.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	17.99	51300
101-100.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	36.99	51300
101-100.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	279.73	51300
101-100.000-726.000	OFFICE SUPPLIES	FNBO	CC EXPENSE - MICHAEL GREENE	99.00	51322
101-100.000-732.000	CODE ENFORCEMENT	PARADISE GARDEN LANDSCAP	LANDSCAPE MAINTENANCE CONTRACT	258.00	51220
101-100.000-803.000	MEMBERSHIPS & MEETINGS	PROTEC	MEMBERSHIP DUES - JULY 2025	664.00	51222
101-100.000-804.000	BUILDING TRADE INSPECTION	MCKENNA & ASSOC.	PROFESSIONAL SERVICES JUNE 1, - JUNE	2,821.60	51327
101-100.000-804.000	BUILDING TRADE INSPECTION	MCKENNA & ASSOC.	PROFESSIONAL SERVICES JUNE 1 - JUNE 3	1,924.00	51327
101-100.000-805.000	CABLE TELEVISION	C V STUDIOS	LVTV SERVICES	4,313.00	51308
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	CLIFTON GRANT	COMMUNITY ROOM & ADDITIONAL WORK	1,670.00	51182
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	CLS CONTINENTAL LINEN SE	LINEN	58.98	51183
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	CLIFTON GRANT	COMMUNITY ROOM AND ADDITIONAL EVENTS	1,805.00	51239
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	AMAZON CAPITAL SERVICES	ROUND FOLDING TABLES	664.36	51300
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	AMAZON CAPITAL SERVICES	VACUUM CLEANER	151.97	51300
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	AMAZON CAPITAL SERVICES	COMMUNITY ROOM CLEANING SUPPLIES	8.88	51300
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	FNBO	CC EXPENSE - MICHAEL GREENE	1,544.99	51322
101-100.000-822.000	TRAINING	PLANTE MORAN	PMGAP UNIVERSITY PERIOD AUGUST 2025-D	1,500.00	51342
101-100.000-848.000	GOVERNMENT OPERATIONS	ADP, INC	WORKFORCE NOW ESSENTIAL TIME AND ATTE	111.30	51168
101-100.000-848.000	GOVERNMENT OPERATIONS	FNBO	CC EXPENSE - ALISA EMANUEL	165.93	51322
101-100.000-848.000	GOVERNMENT OPERATIONS	RICOH	PRINTER 7/26/25-8/25/25	146.50	51364

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 100.000 GOVERNMENT SERVICES					
101-100.000-848.001	TECHNOLOGY	CIVICPLUS	SOCIAL MEDIA ARCHIVING ECONOMY	4,617.27	51181
101-100.000-848.001	TECHNOLOGY	VC3 INC	NCE ANNUAL COMMITMENT	311.00	51234
101-100.000-848.001	TECHNOLOGY	BSA	TECHNOLOGY PERMIT APPLICATION/SPECIAL	1,599.00	51307
101-100.000-848.001	TECHNOLOGY	CIVICPLUS	MUNICODE	506.91	51309
101-100.000-848.001	TECHNOLOGY	POINT & PAY	MONTHLY FEE JUNE	50.00	51344
101-100.000-848.001	TECHNOLOGY	VC3 INC	CLOUD DATA RECOVERY	294.58	51352
101-100.000-848.001	TECHNOLOGY	VC3 INC	EXCHANGE ONLIE GOVERNMENT PLAN 1-MONT	326.62	51352
101-100.000-848.001	TECHNOLOGY	VC3 INC	NEW DESKTOP FOR TRACY SINGLETON	947.99	51352
101-100.000-850.000	TELEPHONE EXPENDITURES	INTERMEDIA.NET INC	TECHNOLOGY MONTHLY CHARGES 06/02/25-0	640.94	51202
101-100.000-850.000	TELEPHONE EXPENDITURES	VERIZON WIRELESS	CELLULAR SERVICE	231.56	51353
101-100.000-882.000	PLANNING/CONSULTING FEES	GIFFELS-WEBSTER ENG INC	2023 SIDEWALK REPAIR PROGRAM	262.50	51198
101-100.000-882.000	PLANNING/CONSULTING FEES	GIFFELS-WEBSTER ENG INC	2022 SIDEWALK REPAIR PROGRAM	247.50	51198
101-100.000-900.000	PRINTING/PUBLICATION COSTS	21ST CENTURY MEDIA- MICH	NEWSPAPER AD	99.63	51167
101-100.000-901.000	POSTAGE FEES	UNITED STATES POSTAL SER	POSTAGE FOR WATER BILLS	774.74	51166
101-100.000-901.000	POSTAGE FEES	PITNEY BOWES GLOBAL FINA	POSTAGE	649.49	51341
101-100.000-955.000	MISCELLANEOUS EXPENDITURES	OAKLAND COUNTY	2024 WINTER PENALTY	22.31	51217
101-100.000-955.000	MISCELLANEOUS EXPENDITURES	FNBO	CC EXPENSE	468.63	51322
Total For Dept 100.000 GOVERNMENT SERVICES				30,871.72	
Dept 101.000 ADMINISTRATION					
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803046	HEALTH SAVINGS (RHS) PLAN	332.79	51214
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803046	HEALTH SAVINGS (RHS) PLAN	327.46	51333
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	HELATH CARE	211.88	51350
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH CARE 08/01/25-08/31/25 GROUP 1	1,017.95	51356
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH CARE 08/01/25-08/31/25 GROUP 1	5,545.27	51357
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS-BLUE SHIELD	RETIREE HEALTH CARE 08/01/2025-08/31/	448.65	51361
101-101.000-718.000	ELECTIONS	21ST CENTURY MEDIA- MICH	NEWSPAPER AD	107.20	51167
101-101.000-721.000	DATA PROCESING & ASSESSING SVCS	CITY OF SOUTHFIELD	INTERLOCAL FOR ASSESSING SERVICES 202	50,000.00	51238
101-101.000-722.000	LEGAL SERVICES	STEVEN H. SCHWARTZ & ASS	LEGAL SERVICES RENDERED THROUGH 6/30/	1,250.00	51230
101-101.000-803.000	MEMBERSHIPS & MEETINGS	FNBO	CC EXPENSE - MICHAEL GREENE	644.80	51322
Total For Dept 101.000 ADMINISTRATION				59,886.00	
Dept 201.000 BUILDING & GROUNDS					
101-201.000-702.000	SALARIES PART-TIME	AFLAC	AFLAC INSURANCE	238.44	51169
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	GENERAL MAINTENANCE	467.02	51182
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	SPOUSAL SUPPORT	601.75	51182
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	SPOUSAL SUPPORT	601.75	51239
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	GENERAL MAINTENANCE	467.02	51239
101-201.000-702.000	SALARIES PART-TIME	AFLAC	AFLAC INSURANCE	238.44	51298
101-201.000-920.000	UTILITIES	CITY OF LATHRUP VILLAGE,	UTILITIES 06/04/25-06/30/25 TWEL-019	93.52	51176
101-201.000-920.000	UTILITIES	CITY OF LATHRUP VILLAGE,	UTILITIES 06/04/25-06/30/25 SOUT-0274	804.93	51178
101-201.000-920.000	UTILITIES	CITY OF LATHRUP VILLAGE,	UTILITIES 06/04/25-06/30/25 SOUT-0274	236.97	51179
101-201.000-920.000	UTILITIES	DTE	UTILITIES MAY 30, 2025-JUNE 30, 2025	171.22	51188
101-201.000-920.000	UTILITIES	DTE ENERGY	UTILITIES MAY 30, 2025-JUNE 30, 2025	31.91	51189
101-201.000-920.000	UTILITIES	DTE ENERGY	UTILITIES MAY 30, 2025- JUNE 30, 2025	1,487.15	51190
101-201.000-920.000	UTILITIES	DTE ENERGY	UTILITIES MAY 30, 2025-JUNE 30, 2025	69.12	51192
101-201.000-920.000	UTILITIES	CONSUMERS ENERGY	UTILITIES 06/07/25-07/08/25 ACCT 2370	473.98	51312
101-201.000-920.000	UTILITIES	CONSUMERS ENERGY	UTILITIES 06/07/25-07/08/25 ACCT 0920	179.46	51313
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	DENNY'S HEATING, COOLING	2ND FLOOR - NO A/C	279.00	51187
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	HOME DEPOT CREDIT SERVIC	BUILDING SUPPLIES	73.13	51199
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	J.C. EHRLICH	PEST CONTROL	131.63	51203
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	LARRY B SCHAUER, JR	SERVICE CALL FOR STRONG SEWER GAS SME	250.00	51206
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	LARRY B SCHAUER, JR	INSTALL NEW COMMERCIAL ICE MAKER	850.00	5120

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 201.000 BUILDING & GROUNDS					
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	DENNY'S HEATING, COOLING	REPLACED THE CONTACTOR ON ROOFTOP UNI	599.00	51317
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	ERC-LED	MAINTENANCE	451.81	51321
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	FNBO	CC EXPENSE - MICHAEL GREENE	86.97	51322
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	KONE INC.	MAINTENANCE	272.00	51324
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	MISTER MAT RENTAL SERVIC	MAT RENTAL	196.40	51335
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	PLUMBING TECHS	TOILET PULL AND RE-SET	375.00	51343
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	PLUMBING TECHS	WATERLESS URINAL	575.00	51343
Total For Dept 201.000 BUILDING & GROUNDS				10,302.62	
Dept 301.000 PUBLIC SAFETY					
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	ALPHA PSYCHOLOGICAL SERV	PSYCHOLOGIACAL ASSESSMENT AND EVALUAT	795.00	51170
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	ALPHA PSYCHOLOGICAL SERV	PSYCHOLOGICAL ASSESSMENT AND EVALUATI	1,590.00	51170
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	ASCENSION MICHIGAN EMPLO	PHYSICAL EXAM KELLIE FORTON & JOSHUA	434.00	51172
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803061	HEALTH SAVINGS (RHS) PLAN	859.61	51215
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	ASCENSION MICHIGAN EMPLO	PHYSICAL EXAM ANES CEHIC	232.00	51301
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	ASCENSION MICHIGAN EMPLO	SPECIAL VISION	30.00	51301
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803046	HEALTH SAVINGS (RHS) PLAN	48.62	51333
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803061	HEALTH SAVINGS (RHS) PLAN	991.39	51334
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	HELATH CARE	391.33	51350
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH CARE 08/01/25-08/31/25 GROUP 1	6,627.37	51357
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS-BLUE SHIELD	HEALTH CARE GROUP 7006048 (RETIREE)	8,703.75	51359
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS-BLUE SHIELD	HEALTH CARE GROUP 7006048 DIVISION 1	3,626.85	51360
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS-BLUE SHIELD	RETIREE HEALTH CARE 08/01/2025-08/31/	2,691.90	51361
101-301.000-710.000	UNEMPLOYMENT INSURANCE	MICHIGAN MUNICIPAL LEAGU	QUARTERLY CONTRIBUTION	1.34	51331
101-301.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	207.14	51171
101-301.000-726.000	OFFICE SUPPLIES	ALPHA PSYCHOLOGICAL SERV	PSYCHOLOGICAL ASSESSMENT AND EVALUATI	795.00	51299
101-301.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	8.39	51300
101-301.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	9.99	51300
101-301.000-727.000	ROAD SUPPLIES	BATTERIES PLUS BULBS	12V 10AH LEAD	43.75	51174
101-301.000-728.000	EVIDENCE SUPPLIES	BERESFORD CO.	CLOUD ID CREDITS	80.00	51303
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	XEROX CORPORATION	OFFICE MACHINE MAINTENANCE	102.18	51235
101-301.000-822.000	TRAINING	MICHAEL ZANG	TRAVEL EXPENSE REIMBURSEMENT	200.64	51211
101-301.000-822.000	TRAINING	MICHIGAN ASSOC OF CHIEFS	FALL 2025 ACCREDITATION CONF ATTENDEE	175.00	51212
101-301.000-822.000	TRAINING	FNBO	CC EXPENSE - SCOTT MCKEE	2,400.60	51322
101-301.000-822.000	TRAINING	MICHIGAN ASSOC OF CHIEFS	FALL 2025 ACCREDIATION CONF ATTENDEE	175.00	51329
101-301.000-822.000	TRAINING	SCOTT MCKEE	TRAVEL REIMBURSEMENT	10.71	51348
101-301.000-828.000	FIRE SERVICE/DISPATCH CONTRACT	CITY OF SOUTHFIELD	PA 33 DISPATCH SERVICES FOR JULY 1, 2	63,231.00	51180
101-301.000-828.000	FIRE SERVICE/DISPATCH CONTRACT	CITY OF SOUTHFIELD	PA 33 FIRE SERVICE CONTRACT	179,347.25	51180
101-301.000-829.000	POLICE UNIFORMS & CLEANING	MICHAEL ZANG	UNIFORM BOOTS	100.00	51211
101-301.000-829.000	POLICE UNIFORMS & CLEANING	ELLIOT MATEYAK	UNIFORM BOOT REIMBURSEMENT	100.00	51320
101-301.000-829.000	POLICE UNIFORMS & CLEANING	NYE UNIFORM	POLICE UNIFORMS	524.00	51337
101-301.000-829.000	POLICE UNIFORMS & CLEANING	NYE UNIFORM	POLICE UNIFORM MATEYAK	412.00	51337
101-301.000-829.000	POLICE UNIFORMS & CLEANING	REMY GIJSBERS	BOOT REIMBURSEMENT	100.00	51346
101-301.000-836.000	PRISONER LOCKUP	CITY OF BERKLEY	Q2 2025 PRISONER BOARD	1,100.00	51175
101-301.000-839.000	CPE - CONTINUED PROFESSIONAL ED	AXON ENTERPRISE, INC	AXON TASER - INSTRUCTOR COURSE VOUCHE	895.00	51173
101-301.000-839.000	CPE - CONTINUED PROFESSIONAL ED	FNBO	CC EXPENSE - SCOTT MCKEE	380.00	51322
101-301.000-848.001	TECHNOLOGY	DELL MARKETING L.P.	POLICE TECHNOLOGY	5,165.14	51186
101-301.000-848.001	TECHNOLOGY	POWER DMS, INC	POLICE MATERIAL	5,337.32	51221
101-301.000-850.000	TELEPHONE EXPENDITURES	COMCAST	UTILITIES ACCT 17836	25.94	51184
101-301.000-850.000	TELEPHONE EXPENDITURES	AT & T	UTILITIES JUN 2 - JUL 1, 2025 ACCT 31	150.67	51302
101-301.000-850.000	TELEPHONE EXPENDITURES	VERIZON WIRELESS	CELLULAR SERVICE	231.55	51353
101-301.000-851.000	RADIO COMMUNICATIONS	OAKLAND COUNTY TREASURER	CLEMIS MEMEBERSHIP USAGE APR-JUN 2025	2,489.25	51339

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301.000 PUBLIC SAFETY					
101-301.000-851.000	RADIO COMMUNICATIONS	OAKLAND COUNTY TREASURER	CLEMIS MEMBERSHIP USAGE JUL-SEP 2025	500.00	51339
101-301.000-860.000	VEHICLE EXPENSE	OAKLAND COUNTY TREASURER	MOTORPOOL EXT PARTS AND ACCESS POLICE	3,248.50	51218
101-301.000-860.000	VEHICLE EXPENSE	BIRMINGHAM OIL CHANGE CE	VEHICLE EXPENSE	92.97	51304
101-301.000-860.000	VEHICLE EXPENSE	BIRMINGHAM OIL CHANGE CE	VEHICLE EXPENSE	126.94	51304
101-301.000-860.000	VEHICLE EXPENSE	FNBO	CC EXPENSE - SCOTT MCKEE	155.94	51322
101-301.000-860.000	VEHICLE EXPENSE	O'REILLY AUTOMOTIVE, INC	MOTOR OIL	49.98	51338
101-301.000-860.000	VEHICLE EXPENSE	WAYNE'S TRANSMISSION, IN	POLICE VEHICLE REPAIR	4,215.00	51355
101-301.000-970.000	CAPITAL EXPENDITURE	BERGER	CHIEF'S NEW VEHICLE 2025 CHEVROLET BL	36,487.00	51237
Total For Dept 301.000 PUBLIC SAFETY				335,697.01	
Dept 401.000					
101-401.000-920.000	UTILITIES	COMCAST	UTILITIES ACCT 27124	51.58	51184
101-401.000-920.000	UTILITIES	DTE ENERGY	UTILITIES MAY 31, 2025- JUL 1, 2025 A	77.18	51193
101-401.000-920.000	UTILITIES	DTE ENERGY	UTLITIES JUNE 4, 2025-JULY 3, 2025 AC	18.36	51195
101-401.000-920.000	UTILITIES	COMCAST	UTILITIES ACCT 35838	278.80	51310
101-401.000-920.000	UTILITIES	CONSUMERS ENERGY	UTILITIES 06/07/25-07/08/25 ACCT 5921	140.42	51311
101-401.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES FOR (JUNE/2025)	10,750.73	51207
Total For Dept 401.000				11,317.07	
Dept 502.000					
101-502.000-801.001	SOCRRA	SOCRRA	JUNE 2025 MONTH END	17,421.00	51228
101-502.000-801.001	SOCRRA	SOCRRA	JUNE 2025 CITY SPECIALS	437.56	51349
Total For Dept 502.000				17,858.56	
Dept 601.000 RECREATION					
101-601.000-812.000	COMMUNITY EVENTS	FNBO	CC EXPENSE - AUSTIN COLSON	311.69	51197
101-601.000-812.000	COMMUNITY EVENTS	NICOLE LOWRY	KONA ICE - SUMMER KICK OFF	159.00	51216
Total For Dept 601.000 RECREATION				470.69	
Total For Fund 101 GENERAL FUND				481,605.57	
Fund 202 MAJOR STREET FUND					
Dept 702.000					
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH CARE 08/01/25-08/31/25 GROUP 1	21.22	51357
202-702.000-858.000	ROAD CONSTRUCTION	GIFFELS-WEBSTER ENG INC	2023 CITY WIDE PAVING PROGRAM APPROX.	165.00	51198
202-702.000-858.000	ROAD CONSTRUCTION	GIFFELS-WEBSTER ENG INC	2022 CITY WIDE PAVING PROGRAM APPROX.	2,654.09	51198
202-702.000-858.000	ROAD CONSTRUCTION	GIFFELS-WEBSTER ENG INC	EB ELEVEN MILE RESURFACING (SOUTHFIEL	7,156.00	51198
202-702.000-858.000	ROAD CONSTRUCTION	STATE OF MICHIGAN	MDOT CONSTRUCTION CONTRACT	32,647.82	51351
202-702.000-861.000	ROAD MAINTENANCE	ROAD COMMISSION FOR OAKL	2025 CHLORIDE PROGRAM	1,297.24	51223
202-702.000-864.000	TRAFFIC CONTROLS	DTE ENERGY	SIGNAL MAINTENANCE	1,948.15	51194
202-702.000-864.000	TRAFFIC CONTROLS	ROAD COMMISSION FOR OAKL	SIGNAL MAINTENANCE	183.55	51224
202-702.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES FOR (JUNE/2025)	5,550.43	51207
Total For Dept 702.000				51,623.50	
Total For Fund 202 MAJOR STREET FUND				51,623.50	
Fund 203 LOCAL STREET FUND					
Dept 703.000					
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH CARE 08/01/25-08/31/25 GROUP 1	21.22	51357
203-703.000-861.000	ROAD MAINTENANCE	ROAD COMMISSION FOR OAKL	2025 CHLORIDE PROGRAM	1,297.24	51223
203-703.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES FOR (JUNE/2025)	5,550.43	51207
203-703.000-970.000	CAPITAL EXPENDITURE	GIFFELS-WEBSTER ENG INC	RAINBOW CIRCLE PAVEMENT RESURFACING	2,012.00	51198
Total For Dept 703.000				8,880.89	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 203 LOCAL STREET FUND					
Total For Fund 203 LOCAL STREET FUND				8,880.89	
Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 000.000					
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803046	HEALTH SAVINGS (RHS) PLAN	185.29	51214
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803046	HEALTH SAVINGS (RHS) PLAN	107.70	51333
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	HELATH CARE	65.45	51350
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH CARE 08/01/25-08/31/25 GROUP 1	113.11	51356
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH CARE 08/01/25-08/31/25 GROUP 1	1,201.80	51357
494-000.000-726.000	OFFICE SUPPLIES	FNBO	CC EXPENSE - MICHAEL GREENE	41.32	51322
494-000.000-844.000	MAIN STREET PROGRAM	FNBO	CC EXPENSE - AUSTIN COLSON	30.61	51197
494-000.000-844.000	MAIN STREET PROGRAM	AMAZON CAPITAL SERVICES	ENGRAVED DOOR PLATES	23.98	51300
494-000.000-845.000	STREETSCAPING	FNBO	CC EXPENSE - AUSTIN COLSON	28.62	51197
494-000.000-845.000	STREETSCAPING	PARADISE GARDEN LANDSCAP	LANDSCAPE MAINTENANCE CONTRACT	5,394.00	51220
494-000.000-846.000	MUSIC FESTIVAL EXP	FNBO	CC EXPENSE - AUSTIN COLSON	807.74	51322
494-000.000-882.000	PLANNING/CONSULTING FEES	GIFFELS-WEBSTER ENG INC	LATHRUP VILLAGE DDA - PLANNING SERVIC	1,750.00	51198
494-000.000-900.000	PRINTING/PUBLICATION COSTS	21ST CENTURY MEDIA- MICH	NEWSPAPER AD	290.10	51167
494-000.000-933.000	REPAIRS & MAINTENANCE	GIFFELS-WEBSTER ENG INC	SOUTHFIELD/MARGATE HAWK SIGNAL DESIGN	1,464.62	51198
494-000.000-933.000	REPAIRS & MAINTENANCE	GIFFELS-WEBSTER ENG INC	2025 DDA ALLEY APPROACHES AND ALLEY RE	10,942.55	51198
Total For Dept 000.000				22,446.89	
Total For Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY				22,446.89	
Fund 592 WATER & SEWER FUND					
Dept 536.000 WATER DEPARTMENT					
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803046	HEALTH SAVINGS (RHS) PLAN	28.11	51214
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803046	HEALTH SAVINGS (RHS) PLAN	55.19	51333
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	HELATH CARE	24.11	51350
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH CARE 08/01/25-08/31/25 GROUP 1	393.43	51357
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH CARE 08/01/25-08/31/25 GROUP 1	3,151.40	51358
592-536.000-856.000	ADMINISTRATION & ENGINEERING	GIFFELS-WEBSTER ENG INC	LEAD AND COPPER MATERIAL DISTRIBUTION	414.00	51198
592-536.000-856.000	ADMINISTRATION & ENGINEERING	GIFFELS-WEBSTER ENG INC	2025 WATER MAIN PROGRAM (5 WATER MAIN	516.00	51198
592-536.000-902.000	BILLING SERVICES	FNBO	CC EXPENSE - MICHAEL GREENE	32.21	51322
592-536.000-921.000	CONTRACTUAL SERVICES	HYDROCORP	CROSS CONNECTION	532.00	51201
592-536.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES FOR (JUNE/2025)	6,236.94	51207
592-536.000-937.000	WATER SYSTEM MAINTENANCE	SUNDE BUILDING INC.	FOR INSTALLATIONS AND REPAIRS MADE IN	3,850.00	51231
592-536.000-937.000	WATER SYSTEM MAINTENANCE	CORE&MAIN	WATER DEPT MATERIALS	7,166.84	51315
592-536.000-944.000	WATER PURCHASES	SOUTHEAST OAKLAND COUNTY	WATER PURCHASE 06/01/25-06/30/25	25,815.70	51229
592-536.000-974.000	WATER MAIN PROJECT	FERGUSON WATERWORKS	WTR DEPT SUPPLIES	850.81	51196
592-536.000-974.000	WATER MAIN PROJECT	GIFFELS-WEBSTER ENG INC	2026 SOUTHFIELD ROAD WATER MAIN	11,835.00	51198
592-536.000-974.000	WATER MAIN PROJECT	EAGLE LANDSCAPING & SUPP	TOP SOIL	145.00	51318
592-536.000-974.000	WATER MAIN PROJECT	EAGLE LANDSCAPING & SUPP	DEBRIS HAULED OUT DIRT/CLAY	6,930.00	51318
592-536.000-974.000	WATER MAIN PROJECT	EAGLE LANDSCAPING & SUPP	TOP SOIL/ SUNNY GRASS SEED	356.97	51318
592-536.000-974.000	WATER MAIN PROJECT	NICO INCORPORATED	PAVEMENT REPAIRS FROM WATERMAIN PROJE	29,099.00	51336
Total For Dept 536.000 WATER DEPARTMENT				97,432.71	
Dept 537.000 SEWER DEPARTMENT					
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803046	HEALTH SAVINGS (RHS) PLAN	28.11	51214
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	MISSIONSQUARE - 803046	HEALTH SAVINGS (RHS) PLAN	55.19	51333
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPA	HELATH CARE	24.11	51350
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH CARE 08/01/25-08/31/25 GROUP 1	393.43	51357
592-537.000-725.000	PAYING AGENT FEES	THE BANK OF NEW YORK MEL	AGENT FEE 8/15/2025-8/14/2026	825.00	51233
592-537.000-856.000	ADMINISTRATION & ENGINEERING	HUBBELL, ROTH & CLARK, I	PHASE II - STORM WATER CORRESPONDENCE	282.19	51200
592-537.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES FOR (JUNE/2025)	6,236.94	51207

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 WATER & SEWER FUND					
Dept 537.000 SEWER DEPARTMENT					
592-537.000-921.000	CONTRACTUAL SERVICES	OAKLAND COUNTY WATER RES	MAINT SEWER SYSTEM	18,750.00	51219
592-537.000-939.000	SEWER SYSTEM MAINTENANCE	GIFFELS-WEBSTER ENG INC	2024 CCTV AND DEAD END MANHOLE LOCATI	860.00	51198
592-537.000-939.000	SEWER SYSTEM MAINTENANCE	SUNDE BUILDING INC.	FOR INSTALLATIONS AND REPAIRS MADE IN	29,400.00	51231
592-537.000-939.000	SEWER SYSTEM MAINTENANCE	EJ USA INC	GARAGE SEWER	209.03	51319
592-537.000-942.000	SEWAGE DISPOSAL EXPENSE	OAKLAND COUNTY TREASURER	SPECIAL ASSESSMENTS JUNE 2025	88,138.16	51340
592-537.000-945.000	RETENTION TANK-UTIL ELEC	DTE ENERGY	UTILITIES MAY 30, 2025-JUNE 30, 2025	678.33	51191
592-537.000-946.000	RETENTION TANK UTIL-WATER	CITY OF LATHRUP VILLAGE,	UTILITIES 06/04/25-06/30/25 SUNN-0196	95.99	51177
592-537.000-947.000	RETENTION TANK UTIL-GAS	CONSUMERS ENERGY	UTILITIES 06/07/25-07/08/25 ACCT 6517	18.00	51314
592-537.000-957.000	INDUSTRIAL SURCHARGE/NON-RESI	GREAT LAKES WATER AUTHOR	IWC CHARGES JUNE 2025	1,471.26	51323
592-537.000-970.000	CAPITAL EXPENDITURE	OAKLAND COUNTY TREASURER	LATHRUP VILLAGE SHARE OF EFSDDD PROJE	43,588.40	51340
Total For Dept 537.000 SEWER DEPARTMENT				191,054.14	
Total For Fund 592 WATER & SEWER FUND				288,486.85	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
<hr/>					
Fund Totals:					
Fund 101 GENERAL FUND				481,605.57	
Fund 202 MAJOR STREET				51,623.50	
Fund 203 LOCAL STREET				8,880.89	
Fund 494 DOWNTOWN DEVE				22,446.89	
Fund 592 WATER & SEWER				288,486.85	
Total For All Funds:				<hr/> 853,043.70	

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 07/31/2025	NORMAL (ABNORMAL) BALANCE	
Fund 101 - GENERAL FUND						
Revenues						
Dept 000.000						
101-000.000-401.000	CITY TAXES	3,035,000.00	291,904.84	291,904.84	2,743,095.16	9.62
101-000.000-402.000	REFUSE COLLECTION TAXES	461,300.00	43,781.32	43,781.32	417,518.68	9.49
101-000.000-409.000	DELQ PERSONAL PROPERTY REVENU	3,000.00	154.34	154.34	2,845.66	5.14
101-000.000-415.000	MISCELLANEOUS REVENUE	8,000.00	137.27	137.27	7,862.73	1.72
101-000.000-416.000	WORK COMP DIVIDEND REVENUE	7,000.00	0.00	0.00	7,000.00	0.00
101-000.000-416.001	PROPERTY & LIABILITY DIVIDEND REVENUE	8,000.00	0.00	0.00	8,000.00	0.00
101-000.000-419.000	AT & T LEASE PAYMENTS	61,200.00	5,327.82	5,327.82	55,872.18	8.71
101-000.000-421.000	METRO-PCS LEASE PAYMENTS	48,960.00	15,527.75	15,527.75	33,432.25	31.72
101-000.000-423.000	WORK COMP REIMBURSEMENT	0.00	4,591.40	4,591.40	(4,591.40)	100.00
101-000.000-427.033	SPECIAL ASSESSMENT - PA 33 PUBLIC SAFET	370,000.00	34,192.90	34,192.90	335,807.10	9.24
101-000.000-445.000	PENALTIES AND INTEREST ON TAXES	43,900.00	0.00	0.00	43,900.00	0.00
101-000.000-446.000	INVESTMENT INTEREST	100,000.00	0.00	0.00	100,000.00	0.00
101-000.000-447.000	TAX 1% ADMINISTRATIVE FEE	110,500.00	8,539.08	8,539.08	101,960.92	7.73
101-000.000-448.000	INSURANCE REIMBURSEMENT	0.00	1,862.20	1,862.20	(1,862.20)	100.00
101-000.000-455.000	METRO AUTHORITY-FEE	18,000.00	0.00	0.00	18,000.00	0.00
101-000.000-456.000	BUILDING PERMITS	50,000.00	4,371.97	4,371.97	45,628.03	8.74
101-000.000-457.000	ZONING, SITE, SPECIAL PERMITS	7,500.00	3,770.00	3,770.00	3,730.00	50.27
101-000.000-458.000	PLUMBING/HEATING PERMITS	20,000.00	2,480.00	2,480.00	17,520.00	12.40
101-000.000-459.000	ELECTRICAL PERMITS	15,000.00	1,435.00	1,435.00	13,565.00	9.57
101-000.000-460.000	LICENSES/REGISTRATIONS & ETC DUE TO CIT	17,500.00	681.00	681.00	16,819.00	3.89
101-000.000-461.000	DOG & CAT LICENSES	500.00	175.00	175.00	325.00	35.00
101-000.000-465.000	CABLE TV REVENUES	90,000.00	4,098.93	4,098.93	85,901.07	4.55
101-000.000-470.000	RECREATION SPECIAL PROGRAMS	4,000.00	0.00	0.00	4,000.00	0.00
101-000.000-470.002	COMMUNITY GARDEN REVENUE	500.00	0.00	0.00	500.00	0.00
101-000.000-475.000	COMM ROOM & BLDG RENT REVENUE	90,000.00	11,670.00	11,670.00	78,330.00	12.97
101-000.000-540.000	302 TRAINING FUNDS-REVENUES	2,000.00	0.00	0.00	2,000.00	0.00
101-000.000-543.000	FEDERAL/STATE GRANT	0.00	2,000.00	2,000.00	(2,000.00)	100.00
101-000.000-545.000	POLICE ACTIVITY - CPE REVENUE	11,000.00	0.00	0.00	11,000.00	0.00
101-000.000-546.000	POLICE CHARGES FOR SERVICES	15,000.00	811.90	811.90	14,188.10	5.41
101-000.000-569.000	OTHER STATE GRANTS	0.00	79.18	79.18	(79.18)	100.00
101-000.000-573.001	LCSA REVENUE	25,000.00	0.00	0.00	25,000.00	0.00
101-000.000-574.000	STATE SHARED REVENUES	512,425.00	0.00	0.00	512,425.00	0.00
101-000.000-607.000	FOIA FEES	250.00	0.00	0.00	250.00	0.00
101-000.000-612.000	DISTRICT COURT FINES	70,000.00	3,989.67	3,989.67	66,010.33	5.70
101-000.000-627.000	SIDEWALK REVENUES	80,000.00	0.00	0.00	80,000.00	0.00
101-000.000-628.000	WEED/CODE ENFORCEMENT REVENUE	10,000.00	0.00	0.00	10,000.00	0.00
101-000.000-631.000	RECYCLING CHARGES BIN/BILLING	0.00	12.00	12.00	(12.00)	100.00
101-000.000-632.000	PUBLIC SERVICES REIMBURSEMENT	35,000.00	0.00	0.00	35,000.00	0.00
101-000.000-664.000	INTEREST INCOME- LEASES	77,000.00	0.00	0.00	77,000.00	0.00
101-000.000-665.000	INVESTMENT INTEREST	0.00	8,445.52	8,445.52	(8,445.52)	100.00
101-000.000-669.000	DPS BLDG RENT FROM WATER	4,917.00	0.00	0.00	4,917.00	0.00
101-000.000-671.000	ADMINISTRATIVE REV RD FUND	4,000.00	0.00	0.00	4,000.00	0.00
101-000.000-676.001	EMPLOYEE BENEFIT CONTRIBUTION	35,000.00	3,318.56	3,318.56	31,681.44	9.48
Total Dept 000.000		5,451,452.00	453,357.65	453,357.65	4,998,094.35	8.32
TOTAL REVENUES		5,451,452.00	453,357.65	453,357.65	4,998,094.35	8.32
Expenditures						
Dept 100.000 - GOVERNMENT SERVICES						
101-100.000-708.000	PROPERTY & LIABILITY INSURANC	58,000.00	0.00	0.00	58,000.00	0.00
101-100.000-710.000	UNEMPLOYMENT INSURANCE	50.00	1.36	1.36	48.64	2.72
101-100.000-712.000	WORKER'S COMP INSURANCE	7,000.00	4,882.00	4,882.00	2,118.00	69.74

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDGT USED
		AMENDED BUDGET	07/31/2025 (ABNORMAL)	MONTH 07/31/2025 INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-100.000-713.000	MERS-RHFV CONTRIBUTION	50,000.00	0.00	0.00	50,000.00	0.00
101-100.000-726.000	OFFICE SUPPLIES	6,000.00	830.77	830.77	5,169.23	13.85
101-100.000-732.000	CODE ENFORCEMENT	3,000.00	0.00	0.00	3,000.00	0.00
101-100.000-802.000	TAX TRIBUNAL RETURNS	1,000.00	0.00	0.00	1,000.00	0.00
101-100.000-803.000	MEMBERSHIPS & MEETINGS	8,500.00	664.00	664.00	7,836.00	7.81
101-100.000-804.000	BUILDING TRADE INSPECTION	37,500.00	0.00	0.00	37,500.00	0.00
101-100.000-805.000	CABLE TELEVISION	55,500.00	4,313.00	4,313.00	51,187.00	7.77
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	43,500.00	5,904.18	5,904.18	37,595.82	13.57
101-100.000-810.000	AUDITING & ACCOUNTING	27,000.00	0.00	0.00	27,000.00	0.00
101-100.000-822.000	TRAINING	7,000.00	0.00	0.00	7,000.00	0.00
101-100.000-832.000	CITIZEN COMMUNICATION/PR	5,000.00	0.00	0.00	5,000.00	0.00
101-100.000-840.000	LIBRARY PAYMENT	190,735.00	0.00	0.00	190,735.00	0.00
101-100.000-848.000	GOVERNMENT OPERATIONS	40,000.00	773.73	773.73	39,226.27	1.93
101-100.000-848.001	TECHNOLOGY	69,500.00	6,186.46	6,186.46	63,313.54	8.90
101-100.000-850.000	TELEPHONE EXPENDITURES	35,000.00	231.56	231.56	34,768.44	0.66
101-100.000-860.000	VEHICLE EXPENSE	5,000.00	250.00	250.00	4,750.00	5.00
101-100.000-880.000	CDBG EXPENDITURES	7,000.00	0.00	0.00	7,000.00	0.00
101-100.000-882.000	PLANNING/CONSULTING FEES	52,350.00	0.00	0.00	52,350.00	0.00
101-100.000-900.000	PRINTING/PUBLICATION COSTS	11,000.00	99.63	99.63	10,900.37	0.91
101-100.000-901.000	POSTAGE FEES	6,000.00	1,424.23	1,424.23	4,575.77	23.74
101-100.000-955.000	MISCELLANEOUS EXPENDITURES	10,000.00	490.94	490.94	9,509.06	4.91
Total Dept 100.000 - GOVERNMENT SERVICES		735,635.00	26,051.86	26,051.86	709,583.14	3.54
Dept 101.000 - ADMINISTRATION						
101-101.000-701.000	SALARIES FULL-TIME	400,000.00	30,752.76	30,752.76	369,247.24	7.69
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	186,600.00	26,648.15	26,648.15	159,951.85	14.28
101-101.000-717.000	CODE ENFORCEMENT LEGAL	20,000.00	0.00	0.00	20,000.00	0.00
101-101.000-718.000	ELECTIONS	25,000.00	107.20	107.20	24,892.80	0.43
101-101.000-719.000	OFFICIALS EXPENSE	5,000.00	0.00	0.00	5,000.00	0.00
101-101.000-721.000	DATA PROCESING & ASSESSING SVCS	58,000.00	50,000.00	50,000.00	8,000.00	86.21
101-101.000-722.000	LEGAL SERVICES	60,000.00	0.00	0.00	60,000.00	0.00
101-101.000-723.000	BOARD OF REVIEW	600.00	0.00	0.00	600.00	0.00
101-101.000-803.000	MEMBERSHIPS & MEETINGS	2,000.00	644.80	644.80	1,355.20	32.24
101-101.000-955.000	MISCELLANEOUS EXPENDITURES	9,000.00	0.00	0.00	9,000.00	0.00
Total Dept 101.000 - ADMINISTRATION		766,200.00	108,152.91	108,152.91	658,047.09	14.12
Dept 201.000 - BUILDING & GROUNDS						
101-201.000-702.000	SALARIES PART-TIME	30,000.00	2,375.98	2,375.98	27,624.02	7.92
101-201.000-920.000	UTILITIES	85,000.00	1,105.25	1,105.25	83,894.75	1.30
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	40,000.00	2,954.37	2,954.37	37,045.63	7.39
101-201.000-930.001	BUILDING - GRANTS	5,359.00	0.00	0.00	5,359.00	0.00
101-201.000-936.000	EQUIPMENT MAINTENANCE	7,500.00	0.00	0.00	7,500.00	0.00
101-201.000-938.000	PARKING LOT & GROUNDS	5,000.00	0.00	0.00	5,000.00	0.00
101-201.000-970.000	CAPITAL EXPENDITURE	25,000.00	0.00	0.00	25,000.00	0.00
Total Dept 201.000 - BUILDING & GROUNDS		197,859.00	6,435.60	6,435.60	191,423.40	3.25
Dept 301.000 - PUBLIC SAFETY						
101-301.000-701.000	SALARIES FULL-TIME	1,070,000.00	68,109.80	68,109.80	1,001,890.20	6.37
101-301.000-702.000	SALARIES PART-TIME	50,000.00	14,653.96	14,653.96	35,346.04	29.31
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	589,000.00	35,770.15	35,770.15	553,229.85	6.07

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	07/31/2025	MONTH 07/31/2025	BALANCE		
			(ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)		
Fund 101 - GENERAL FUND							
Expenditures							
101-301.000-704.000	SALARIES-OVERTIME	40,000.00	6,280.28	6,280.28	33,719.72	15.70	
101-301.000-708.000	PROPERTY & LIABILITY INSURANC	40,000.00	0.00	0.00	40,000.00	0.00	
101-301.000-710.000	UNEMPLOYMENT INSURANCE	110.00	1.34	1.34	108.66	1.22	
101-301.000-712.000	WORKER'S COMP INSURANCE	14,000.00	9,764.00	9,764.00	4,236.00	69.74	
101-301.000-726.000	OFFICE SUPPLIES	6,000.00	1,020.52	1,020.52	4,979.48	17.01	
101-301.000-727.000	ROAD SUPPLIES	2,500.00	0.00	0.00	2,500.00	0.00	
101-301.000-728.000	EVIDENCE SUPPLIES	1,000.00	80.00	80.00	920.00	8.00	
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	1,500.00	0.00	0.00	1,500.00	0.00	
101-301.000-731.000	PUBLICATIONS/DOCUMENT REDUCIN	1,000.00	0.00	0.00	1,000.00	0.00	
101-301.000-803.000	MEMBERSHIPS & MEETINGS	5,500.00	0.00	0.00	5,500.00	0.00	
101-301.000-821.000	POLICE RESERVES	500.00	0.00	0.00	500.00	0.00	
101-301.000-822.000	TRAINING	15,500.00	2,400.60	2,400.60	13,099.40	15.49	
101-301.000-823.000	FIREARMS TRAINING	9,000.00	0.00	0.00	9,000.00	0.00	
101-301.000-825.000	ANIMAL CONTROL	200.00	0.00	0.00	200.00	0.00	
101-301.000-826.000	COMMUNITY POLICING	1,100.00	0.00	0.00	1,100.00	0.00	
101-301.000-827.000	302 TRAINING FUNDS EXPENDITURES	4,000.00	0.00	0.00	4,000.00	0.00	
101-301.000-828.000	FIRE SERVICE/DISPATCH CONTRACT	821,450.00	63,231.00	63,231.00	758,219.00	7.70	
101-301.000-829.000	POLICE UNIFORMS & CLEANING	15,000.00	1,036.00	1,036.00	13,964.00	6.91	
101-301.000-836.000	PRISONER LOCKUP	3,000.00	0.00	0.00	3,000.00	0.00	
101-301.000-839.000	CPE - CONTINUED PROFESSIONAL EDUCATION	2,725.00	1,275.00	1,275.00	1,450.00	46.79	
101-301.000-848.001	TECHNOLOGY	25,000.00	5,337.32	5,337.32	19,662.68	21.35	
101-301.000-850.000	TELEPHONE EXPENDITURES	11,000.00	408.16	408.16	10,591.84	3.71	
101-301.000-851.000	RADIO COMMUNICATIONS	14,250.00	500.00	500.00	13,750.00	3.51	
101-301.000-860.000	VEHICLE EXPENSE	65,000.00	4,640.83	4,640.83	60,359.17	7.14	
101-301.000-970.000	CAPITAL EXPENDITURE	72,500.00	36,487.00	36,487.00	36,013.00	50.33	
Total Dept 301.000 - PUBLIC SAFETY		2,880,835.00	250,995.96	250,995.96	2,629,839.04	8.71	
Dept 401.000							
101-401.000-703.000	EMPLOYEE TAXES & BENEFITS	20,000.00	1,208.10	1,208.10	18,791.90	6.04	
101-401.000-860.000	VEHICLE EXPENSE	4,000.00	0.00	0.00	4,000.00	0.00	
101-401.000-890.000	PARK MAINTENANCE	2,000.00	0.00	0.00	2,000.00	0.00	
101-401.000-891.000	TREE MAINTENANCE	10,000.00	0.00	0.00	10,000.00	0.00	
101-401.000-893.000	MAILBOXES	500.00	0.00	0.00	500.00	0.00	
101-401.000-920.000	UTILITIES	25,000.00	471.91	471.91	24,528.09	1.89	
101-401.000-921.000	CONTRACTUAL SERVICES	151,000.00	0.00	0.00	151,000.00	0.00	
101-401.000-936.000	EQUIPMENT MAINTENANCE	4,000.00	0.00	0.00	4,000.00	0.00	
101-401.000-970.000	CAPITAL EXPENDITURE	60,000.00	0.00	0.00	60,000.00	0.00	
Total Dept 401.000		276,500.00	1,680.01	1,680.01	274,819.99	0.61	
Dept 501.000 - LEAF COLLECTION							
101-501.000-955.000	MISCELLANEOUS EXPENDITURES	750.00	0.00	0.00	750.00	0.00	
101-501.000-976.000	ROAD EQUIPMENT MAINTENANCE	1,000.00	0.00	0.00	1,000.00	0.00	
101-501.000-978.000	REFUSE EQUIP/ROLLOFF EXPEND	7,000.00	0.00	0.00	7,000.00	0.00	
Total Dept 501.000 - LEAF COLLECTION		8,750.00	0.00	0.00	8,750.00	0.00	
Dept 502.000							
101-502.000-801.001	SOCRRA	415,578.00	0.00	0.00	415,578.00	0.00	
Total Dept 502.000		415,578.00	0.00	0.00	415,578.00	0.00	

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	07/31/2025	MONTH	07/31/2025	NORMAL	(ABNORMAL)	
				INCREASE	(DECREASE)			
Fund 101 - GENERAL FUND								
Expenditures								
Dept 601.000 - RECREATION								
101-601.000-712.000	WORKER'S COMP INSURANCE	750.00	0.00		0.00	750.00		0.00
101-601.000-806.000	ADULT PROGRAMS	3,000.00	0.00		0.00	3,000.00		0.00
101-601.000-807.000	BUS TRANSPORTATION	1,000.00	0.00		0.00	1,000.00		0.00
101-601.000-811.000	SENIOR ACTIVITIES	3,000.00	0.00		0.00	3,000.00		0.00
101-601.000-812.000	COMMUNITY EVENTS	10,000.00	0.00		0.00	10,000.00		0.00
101-601.000-813.000	CHILDREN/YOUTH ACTIVITIES	4,000.00	0.00		0.00	4,000.00		0.00
101-601.000-815.000	COMMUNITY GARDEN	500.00	0.00		0.00	500.00		0.00
101-601.000-843.000	DOG PARK EXPENSES	250.00	0.00		0.00	250.00		0.00
101-601.000-882.000	PLANNING/CONSULTING FEES	9,800.00	0.00		0.00	9,800.00		0.00
101-601.000-884.000	CONCERTS IN THE PARK	750.00	446.00		446.00	304.00		59.47
Total Dept 601.000 - RECREATION		33,050.00	446.00		446.00	32,604.00		1.35
TOTAL EXPENDITURES		5,314,407.00	393,762.34		393,762.34	4,920,644.66		7.41
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		5,451,452.00	453,357.65		453,357.65	4,998,094.35		8.32
TOTAL EXPENDITURES		5,314,407.00	393,762.34		393,762.34	4,920,644.66		7.41
NET OF REVENUES & EXPENDITURES		137,045.00	59,595.31		59,595.31	77,449.69		43.49

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G/L NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% B/DGT USED
		AMENDED BUDGET	07/31/2025 (NORMAL (ABNORMAL))	MONTH 07/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 202 - MAJOR STREET FUND						
Revenues						
Dept 702.000						
202-702.000-574.000	STATE SHARED REVENUES	415,000.00	32,875.85	32,875.85	382,124.15	7.92
202-702.000-665.000	INVESTMENT INTEREST	8,000.00	1,436.73	1,436.73	6,563.27	17.96
Total Dept 702.000		423,000.00	34,312.58	34,312.58	388,687.42	8.11
TOTAL REVENUES		423,000.00	34,312.58	34,312.58	388,687.42	8.11
Expenditures						
Dept 702.000						
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	5,000.00	77.35	77.35	4,922.65	1.55
202-702.000-705.000	SALARIES-ADMIN	6,750.00	488.50	488.50	6,261.50	7.24
202-702.000-810.000	AUDITING & ACCOUNTING	3,200.00	0.00	0.00	3,200.00	0.00
202-702.000-856.000	ADMINISTRATION & ENGINEERING	5,000.00	0.00	0.00	5,000.00	0.00
202-702.000-858.000	ROAD CONSTRUCTION	0.00	32,647.82	32,647.82	(32,647.82)	100.00
202-702.000-861.000	ROAD MAINTENANCE	15,000.00	1,297.24	1,297.24	13,702.76	8.65
202-702.000-862.000	ROADSIDE MAINTENANCE	1,000.00	0.00	0.00	1,000.00	0.00
202-702.000-864.000	TRAFFIC CONTROLS	30,000.00	1,948.15	1,948.15	28,051.85	6.49
202-702.000-866.000	SNOW & ICE REMOVAL	5,500.00	0.00	0.00	5,500.00	0.00
202-702.000-867.000	EQUIPMENT RENTAL	5,000.00	0.00	0.00	5,000.00	0.00
202-702.000-870.000	FORESTRY	30,000.00	0.00	0.00	30,000.00	0.00
202-702.000-921.000	CONTRACTUAL SERVICES	70,000.00	0.00	0.00	70,000.00	0.00
202-702.000-999.203	TRANSFER OUT TO LOCAL ROADS	100,000.00	0.00	0.00	100,000.00	0.00
Total Dept 702.000		276,450.00	36,459.06	36,459.06	239,990.94	13.19
TOTAL EXPENDITURES		276,450.00	36,459.06	36,459.06	239,990.94	13.19
Fund 202 - MAJOR STREET FUND:						
TOTAL REVENUES		423,000.00	34,312.58	34,312.58	388,687.42	8.11
TOTAL EXPENDITURES		276,450.00	36,459.06	36,459.06	239,990.94	13.19
NET OF REVENUES & EXPENDITURES		146,550.00	(2,146.48)	(2,146.48)	148,696.48	1.46

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Item 7C.

G/L NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2025 NORMAL (ABNORMAL)	MONTH 07/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 203 - LOCAL STREET FUND						
Revenues						
Dept 703.000						
203-703.000-415.000	MISCELLANEOUS REVENUE	250,000.00	0.00	0.00	250,000.00	0.00
203-703.000-574.000	STATE SHARED REVENUES	195,000.00	15,373.16	15,373.16	179,626.84	7.88
203-703.000-665.000	INVESTMENT INTEREST	8,000.00	1,436.73	1,436.73	6,563.27	17.96
203-703.000-690.202	TRANSFER IN FROM MAJOR ROADS	100,000.00	0.00	0.00	100,000.00	0.00
Total Dept 703.000		553,000.00	16,809.89	16,809.89	536,190.11	3.04
TOTAL REVENUES		553,000.00	16,809.89	16,809.89	536,190.11	3.04
Expenditures						
Dept 703.000						
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	5,000.00	77.35	77.35	4,922.65	1.55
203-703.000-705.000	SALARIES-ADMIN	6,750.00	488.50	488.50	6,261.50	7.24
203-703.000-810.000	AUDITING & ACCOUNTING	3,200.00	0.00	0.00	3,200.00	0.00
203-703.000-861.000	ROAD MAINTENANCE	25,000.00	1,297.24	1,297.24	23,702.76	5.19
203-703.000-862.000	ROADSIDE MAINTENANCE	5,000.00	0.00	0.00	5,000.00	0.00
203-703.000-864.000	TRAFFIC CONTROLS	10,000.00	0.00	0.00	10,000.00	0.00
203-703.000-866.000	SNOW & ICE REMOVAL	5,500.00	0.00	0.00	5,500.00	0.00
203-703.000-867.000	EQUIPMENT RENTAL	2,000.00	0.00	0.00	2,000.00	0.00
203-703.000-868.000	NON-MOTOR FACILITIES	5,000.00	0.00	0.00	5,000.00	0.00
203-703.000-870.000	FORESTRY	30,000.00	0.00	0.00	30,000.00	0.00
203-703.000-970.000	CAPITAL EXPENDITURE	589,990.00	0.00	0.00	589,990.00	0.00
Total Dept 703.000		687,440.00	1,863.09	1,863.09	685,576.91	0.27
TOTAL EXPENDITURES		687,440.00	1,863.09	1,863.09	685,576.91	0.27
Fund 203 - LOCAL STREET FUND:						
TOTAL REVENUES		553,000.00	16,809.89	16,809.89	536,190.11	3.04
TOTAL EXPENDITURES		687,440.00	1,863.09	1,863.09	685,576.91	0.27
NET OF REVENUES & EXPENDITURES		(134,440.00)	14,946.80	14,946.80	(149,386.80)	11.12

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	07/31/2025	MONTH	07/31/2025	NORMAL	(ABNORMAL)	
				INCREASE	(DECREASE)			
Fund 397 - ROAD MILLAGE BOND FUND								
Revenues								
Dept 000.000								
397-000.000-403.000	ROAD BOND DEBT TAXES	688,845.00	66,322.14	66,322.14		622,522.86		9.63
397-000.000-665.000	INVESTMENT INTEREST	0.00	622.87	622.87		(622.87)		100.00
Total Dept 000.000		688,845.00	66,945.01	66,945.01		621,899.99		9.72
TOTAL REVENUES		688,845.00	66,945.01	66,945.01		621,899.99		9.72
Expenditures								
Dept 000.000								
397-000.000-720.000	INTEREST EXPENSE	162,750.00	0.00	0.00		162,750.00		0.00
397-000.000-905.000	BOND PRINCIPAL PAYMENTS	440,000.00	0.00	0.00		440,000.00		0.00
Total Dept 000.000		602,750.00	0.00	0.00		602,750.00		0.00
TOTAL EXPENDITURES		602,750.00	0.00	0.00		602,750.00		0.00
Fund 397 - ROAD MILLAGE BOND FUND:								
TOTAL REVENUES		688,845.00	66,945.01	66,945.01		621,899.99		9.72
TOTAL EXPENDITURES		602,750.00	0.00	0.00		602,750.00		0.00
NET OF REVENUES & EXPENDITURES		86,095.00	66,945.01	66,945.01		19,149.99		77.76

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2025 (ABNORMAL)	MONTH 07/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
Dept 000.000						
494-000.000-407.000	TIFA-CAPTURE TAXES	422,500.00	22,511.95	22,511.95	399,988.05	5.33
494-000.000-410.000	TAX COLLECTED OTHER	38,000.00	4,459.67	4,459.67	33,540.33	11.74
494-000.000-415.000	MISCELLANEOUS REVENUE	23,000.00	0.00	0.00	23,000.00	0.00
494-000.000-446.000	INVESTMENT INTEREST	40,000.00	0.00	0.00	40,000.00	0.00
494-000.000-614.000	MUSIC FEST REV	10,000.00	5,850.00	5,850.00	4,150.00	58.50
494-000.000-665.000	INVESTMENT INTEREST	0.00	1,436.73	1,436.73	(1,436.73)	100.00
Total Dept 000.000		533,500.00	34,258.35	34,258.35	499,241.65	6.42
TOTAL REVENUES		533,500.00	34,258.35	34,258.35	499,241.65	6.42
Expenditures						
Dept 000.000						
494-000.000-701.000	SALARIES FULL-TIME	130,000.00	10,412.42	10,412.42	119,587.58	8.01
494-000.000-702.000	SALARIES PART-TIME	28,000.00	2,887.50	2,887.50	25,112.50	10.31
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	40,000.00	4,147.47	4,147.47	35,852.53	10.37
494-000.000-722.000	LEGAL SERVICES	900.00	0.00	0.00	900.00	0.00
494-000.000-726.000	OFFICE SUPPLIES	3,500.00	41.32	41.32	3,458.68	1.18
494-000.000-810.000	AUDITING & ACCOUNTING	2,500.00	0.00	0.00	2,500.00	0.00
494-000.000-822.000	TRAINING/MEMBERSHIP	5,000.00	0.00	0.00	5,000.00	0.00
494-000.000-844.000	MAIN STREET PROGRAM	12,500.00	23.98	23.98	12,476.02	0.19
494-000.000-845.000	STREETSCAPING	20,500.00	0.00	0.00	20,500.00	0.00
494-000.000-846.000	MUSIC FESTIVAL EXP	10,000.00	807.74	807.74	9,192.26	8.08
494-000.000-882.000	PLANNING/CONSULTING FEES	15,300.00	0.00	0.00	15,300.00	0.00
494-000.000-900.000	PRINTING/PUBLICATION COSTS	2,000.00	290.10	290.10	1,709.90	14.51
494-000.000-901.000	POSTAGE FEES	250.00	0.00	0.00	250.00	0.00
494-000.000-933.000	REPAIRS & MAINTENANCE	64,500.00	0.00	0.00	64,500.00	0.00
494-000.000-955.000	MISCELLANEOUS EXPENDITURES	24,000.00	0.00	0.00	24,000.00	0.00
494-000.000-968.001	DEPRECIATION INFRASTRUCTURE	40,000.00	0.00	0.00	40,000.00	0.00
494-000.000-970.000	CAPITAL EXPENDITURE	100,000.00	0.00	0.00	100,000.00	0.00
494-000.000-971.000	SIGN GRANT PROGRAM	10,000.00	0.00	0.00	10,000.00	0.00
494-000.000-971.001	FACADE GRANT PROGRAM	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 000.000		528,950.00	18,610.53	18,610.53	510,339.47	3.52
TOTAL EXPENDITURES		528,950.00	18,610.53	18,610.53	510,339.47	3.52
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		533,500.00	34,258.35	34,258.35	499,241.65	6.42
TOTAL EXPENDITURES		528,950.00	18,610.53	18,610.53	510,339.47	3.52
NET OF REVENUES & EXPENDITURES		4,550.00	15,647.82	15,647.82	(11,097.82)	343.91

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2025 (ABNORMAL)	MONTH 07/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 592 - WATER & SEWER FUND						
Revenues						
Dept 536.000 - WATER DEPARTMENT						
592-536.000-415.000	MISCELLANEOUS REVENUES	20,000.00	1,782.00	1,782.00	18,218.00	8.91
592-536.000-543.000	FEDERAL/STATE GRANTS	2,459,000.00	0.00	0.00	2,459,000.00	0.00
592-536.000-640.000	WATER SERVICE	827,750.00	59,832.59	59,832.59	767,917.41	7.23
592-536.000-640.001	BOND REVENUE	229,000.00	19,056.70	19,056.70	209,943.30	8.32
592-536.000-641.000	WATER & SEWER PENALTIES	30,000.00	2,568.33	2,568.33	27,431.67	8.56
592-536.000-642.000	METER CHARGE REVENUE	81,000.00	6,040.56	6,040.56	74,959.44	7.46
592-536.000-665.000	INVESTMENT INTEREST	40,000.00	2,596.15	2,596.15	37,403.85	6.49
Total Dept 536.000 - WATER DEPARTMENT		3,686,750.00	91,876.33	91,876.33	3,594,873.67	2.49
Dept 537.000 - SEWER DEPARTMENT						
592-537.000-641.000	WATER & SEWER PENALTIES	45,000.00	3,640.71	3,640.71	41,359.29	8.09
592-537.000-645.000	SEWAGE DISPOSAL REVENUE	1,877,200.00	112,299.24	112,299.24	1,764,900.76	5.98
592-537.000-651.000	INDUSTRIAL SURCHARGE	45,000.00	2,398.77	2,398.77	42,601.23	5.33
592-537.000-665.000	INVESTMENT INTEREST	40,000.00	1,774.65	1,774.65	38,225.35	4.44
Total Dept 537.000 - SEWER DEPARTMENT		2,007,200.00	120,113.37	120,113.37	1,887,086.63	5.98
TOTAL REVENUES		5,693,950.00	211,989.70	211,989.70	5,481,960.30	3.72
Expenditures						
Dept 536.000 - WATER DEPARTMENT						
592-536.000-701.000	SALARIES FULL-TIME	65,000.00	5,373.00	5,373.00	59,627.00	8.27
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	120,000.00	10,037.36	10,037.36	109,962.64	8.36
592-536.000-708.000	PROPERTY & LIABILITY INSURANC	11,000.00	0.00	0.00	11,000.00	0.00
592-536.000-726.000	OFFICE SUPPLIES	300.00	0.00	0.00	300.00	0.00
592-536.000-803.000	MEMBERSHIPS & MEETINGS	2,500.00	0.00	0.00	2,500.00	0.00
592-536.000-810.000	AUDITING & ACCOUNTING	3,200.00	0.00	0.00	3,200.00	0.00
592-536.000-856.000	ADMINISTRATION & ENGINEERING	345,000.00	0.00	0.00	345,000.00	0.00
592-536.000-875.000	PENSION EXPENSE	25,000.00	0.00	0.00	25,000.00	0.00
592-536.000-900.000	PRINTING/PUBLICATION COSTS	2,500.00	0.00	0.00	2,500.00	0.00
592-536.000-902.000	BILLING SERVICES	11,000.00	32.21	32.21	10,967.79	0.29
592-536.000-921.000	CONTRACTUAL SERVICES	90,000.00	0.00	0.00	90,000.00	0.00
592-536.000-935.000	EQUIPMENT REPLACEMENT	2,500.00	0.00	0.00	2,500.00	0.00
592-536.000-937.000	WATER SYSTEM MAINTENANCE	80,000.00	7,166.84	7,166.84	72,833.16	8.96
592-536.000-940.000	RENT & UTILITIES WATER & SEWE	5,000.00	0.00	0.00	5,000.00	0.00
592-536.000-944.000	WATER PURCHASES	384,000.00	0.00	0.00	384,000.00	0.00
592-536.000-968.000	DEPRECACTION WATER SYSTEM	400,000.00	0.00	0.00	400,000.00	0.00
592-536.000-970.000	CAPITAL EXPENDITURE	57,000.00	0.00	0.00	57,000.00	0.00
592-536.000-974.000	WATER MAIN PROJECT	2,944,700.00	36,530.97	36,530.97	2,908,169.03	1.24
Total Dept 536.000 - WATER DEPARTMENT		4,548,700.00	59,140.38	59,140.38	4,489,559.62	1.30
Dept 537.000 - SEWER DEPARTMENT						
592-537.000-701.000	SALARIES FULL-TIME	65,000.00	5,373.00	5,373.00	59,627.00	8.27
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	60,000.00	5,777.86	5,777.86	54,222.14	9.63
592-537.000-708.000	PROPERTY & LIABILITY INSURANC	10,550.00	0.00	0.00	10,550.00	0.00
592-537.000-720.000	INTEREST EXPENSE	140,000.00	0.00	0.00	140,000.00	0.00
592-537.000-725.000	PAYING AGENT FEES	1,650.00	0.00	0.00	1,650.00	0.00
592-537.000-810.000	AUDITING & ACCOUNTING	3,200.00	0.00	0.00	3,200.00	0.00
592-537.000-856.000	ADMINISTRATION & ENGINEERING	36,000.00	0.00	0.00	36,000.00	0.00
592-537.000-905.000	BOND PRINCIPAL PAYMENTS	335,000.00	0.00	0.00	335,000.00	0.00

PERIOD ENDING 07/31/2025

Item 7C.

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2025 (ABNORMAL)	MONTH 07/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 592 - WATER & SEWER FUND						
Expenditures						
592-537.000-921.000	CONTRACTUAL SERVICES	160,500.00	0.00	0.00	160,500.00	0.00
592-537.000-939.000	SEWER SYSTEM MAINTENANCE	100,000.00	209.03	209.03	99,790.97	0.21
592-537.000-942.000	SEWAGE DISPOSAL EXPENSE	1,076,362.00	0.00	0.00	1,076,362.00	0.00
592-537.000-945.000	RETENTION TANK-UTIL ELEC	20,000.00	0.00	0.00	20,000.00	0.00
592-537.000-946.000	RETENTION TANK UTIL-WATER	35,000.00	0.00	0.00	35,000.00	0.00
592-537.000-947.000	RETENTION TANK UTIL-GAS	1,300.00	18.00	18.00	1,282.00	1.38
592-537.000-948.000	RETENTION TANK UTIL-TELEPHONE	1,000.00	0.00	0.00	1,000.00	0.00
592-537.000-949.000	RETENTION TAN GENERATOR FUEL	500.00	0.00	0.00	500.00	0.00
592-537.000-951.000	RETENTION TANK BUILDING/EQUIP	6,000.00	0.00	0.00	6,000.00	0.00
592-537.000-953.000	RETENTION TANK EXCESS LIABIL	9,100.00	0.00	0.00	9,100.00	0.00
592-537.000-957.000	INDUSTRIAL SURCHARGE/NON-RESI	20,000.00	0.00	0.00	20,000.00	0.00
592-537.000-970.000	CAPITAL EXPENDITURE	145,000.00	0.00	0.00	145,000.00	0.00
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	15,000.00	0.00	0.00	15,000.00	0.00
Total Dept 537.000 - SEWER DEPARTMENT		2,241,162.00	11,377.89	11,377.89	2,229,784.11	0.51
Dept 537.200 - SEWER DEPARTMENT						
592-537.200-970.000	CAPITAL EXP - RETENTION TANK REPAIRS	140,000.00	0.00	0.00	140,000.00	0.00
Total Dept 537.200 - SEWER DEPARTMENT		140,000.00	0.00	0.00	140,000.00	0.00
TOTAL EXPENDITURES		6,929,862.00	70,518.27	70,518.27	6,859,343.73	1.02
Fund 592 - WATER & SEWER FUND:						
TOTAL REVENUES		5,693,950.00	211,989.70	211,989.70	5,481,960.30	3.72
TOTAL EXPENDITURES		6,929,862.00	70,518.27	70,518.27	6,859,343.73	1.02
NET OF REVENUES & EXPENDITURES		(1,235,912.00)	141,471.43	141,471.43	(1,377,383.43)	11.45
TOTAL REVENUES - ALL FUNDS		13,343,747.00	817,673.18	817,673.18	12,526,073.82	6.13
TOTAL EXPENDITURES - ALL FUNDS		14,339,859.00	521,213.29	521,213.29	13,818,645.71	3.63
NET OF REVENUES & EXPENDITURES		(996,112.00)	296,459.89	296,459.89	(1,292,571.89)	29.76

27 S. Broadway St. Suite 2
Lake Orion, Michigan 48362

sbaker@bakerpllc.com



July 29, 2025

Via Email

Mike Greene
City Administrator

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

Re: Legal Department Billing for June 1 through June 30, 2025

Dear Mr. Greene:

The following is our law firm's billing to the City of Lathrup Village for the month of June 2025:

General Retainer	\$ 2,500.00
Prosecution/Code Enforcement	\$ 1,397.50
Special Legal Services	\$ 1,722.50
Downtown Development Authority	
Project Reimbursement	
	<hr/>
	\$5,620.00

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

Very truly yours,

Baker Legal Group, PLLC

A handwritten signature in black ink, appearing to read 'S. Baker'.

Scott R. Baker

Enclosures



27 S. Broadway St. Suite 2 Lake Orion, Michigan 48362
SBaker@bakerpllc.com
 (248) 230-4103

July 29, 2025

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

Invoice Number: 1854

Invoice Period: 06-01-2025 - 06-30-2025

RE: General Retainer

Time Details

Date	Professional	Description	Hours	Amount
06-02-2025	SRB	Receipt and review of correspondence from City Administrator re 6/2 Study Session	0.25	No Charge
06-02-2025	SRB	Prepare for and attend City Council Study Session.	2.00	No Charge
06-03-2025	SRB	Receipt and review of correspondence from City Administrator re PILOT Townhall	0.25	No Charge
06-04-2025	SRB	Receipt and review of correspondence from City Administrator re Assessor change impact on pending appeals	0.25	No Charge
06-05-2025	SRB	Receipt, review and respond to correspondence from Election Commission members and City Clerk re scheduling and membership	0.25	No Charge
06-06-2025	SRB	Draft correspondence to City Clerk re Election Commission meeting notice	0.25	No Charge
06-09-2025	SRB	Receipt and review of correspondence from City Administrator re Jordan litigation	0.25	No Charge
06-10-2025	SRB	Receipt, review and respond to correspondence from City Administrator re Council Proclamations	0.25	No Charge
06-10-2025	SRB	Receipt, review and respond to correspondence from City Clerk re: Business licenses	0.25	No Charge
06-12-2025	SRB	Receipt, review and respond to multiple correspondence from City Clerk re: precinct consolidation	0.50	No Charge

We appreciate your business

Page 1 of 3

Date	Professional	Description	Hours	Amount	Item 7C.
06-12-2025	SRB	Receipt, review and respond to correspondence from City Administrator re: precinct consolidation	0.25	No Charge	
06-12-2025	SRB	Receipt, review and respond to correspondence from City Administrator re: temporary signage approval	0.25	No Charge	
06-13-2025	SRB	Receipt and review of correspondence from City Administrator re: 6/13 Council Agenda	0.25	No Charge	
06-13-2025	SRB	Receipt, review and respond to correspondence from T. Kennedy re draft solar ordinance	0.25	No Charge	
06-13-2025	SRB	Draft correspondence to City Administrator re: 6/16 meeting packet correction	0.25	No Charge	
06-16-2025	SRB	Prepare for and attend City Council Study Session.	2.00	No Charge	
06-16-2025	SRB	Prepare for and attend City Council Regular Meeting	2.50	No Charge	
06-17-2025	SRB	Receipt and review of correspondence from Finance Director re assessing services	0.25	No Charge	
06-17-2025	SRB	Receipt and review of correspondence from City Administrator re: Charter Amendment ballot language	0.25	No Charge	
06-17-2025	SRB	Receipt and review of multiple correspondence from City Clerk re: Charter Amendment ballot language	0.50	No Charge	
06-17-2025	SRB	Receipt and review of multiple correspondence from City Clerk re: City Council election packets	0.50	No Charge	
06-18-2025	SRB	Receipt and review of correspondence from City Administrator re: 6/23 Council special meeting	0.25	No Charge	
06-18-2025	SRB	Receipt and review of correspondence from City Administrator re: 6/23 Council special meeting agenda	0.25	No Charge	
06-20-2025	SRB	Receipt and review of correspondence from DDA director re board voting eligibility	0.25	No Charge	
06-20-2025	SRB	Receipt, review and respond to correspondence from T. Kennedy re ZBA and HDC bylaws.	0.25	No Charge	
06-20-2025	SRB	Receipt, review and respond to correspondence from City Clerk re Election terms	0.25	No Charge	
06-23-2025	SRB	Receipt and review of correspondence from City Administrator re: ordinance amendment inquiry	0.25	No Charge	
06-23-2025	SRB	Receipt and review of correspondence from City Administrator re: assessing contract	0.25	No Charge	
06-23-2025	SRB	Receipt and review of correspondence from City Administrator re: METRO Act application	0.25	No Charge	

We appreciate your business

Page 2 of 3

Date	Professional	Description	Hours	Amount	Item 7C.
06-24-2025	SRB	Receipt and review of correspondence from City Clerk re notice of adoption publication	0.25	No Charge	
06-24-2025	SRB	Draft correspondence to Mayor Garrett, receipt and review response from same re 6/30 city Council Meeting	0.25	No Charge	
06-26-2025	SRB	Receipt and review of correspondence from City Administrator re: Council Special Meeting	0.25	No Charge	
06-27-2025	SRB	Receipt and review of correspondence from City Administrator re: Council Special Meeting	0.25	No Charge	
06-27-2025	SRB	Receipt and review of correspondence from City Administrator re: Council Special Meeting	0.25	No Charge	
06-30-2025	SRB	Receipt and review of correspondence from City Administrator re: encroachment license holder maintenance requirements.	0.25	No Charge	
06-30-2025	SRB	Receipt and review correspondence from T. Kennedy re draft solar ordinance	0.25	No Charge	
06-30-2025	SRB	Receipt and review correspondence from T. Kennedy re ZBA bylaws	0.25	No Charge	
06-30-2025	SRB	Services Rendered		2,500.00	
			Total	2,500.00	

Time Summary

Professional	Hours	Amount
Scott Baker	15.75	2,500.00
Total		2,500.00
Total for this Invoice		2,500.00



27 S. Broadway St. Suite 2 Lake Orion, Michigan 48362

SBaker@bakerpllc.com

(248) 230-4103

July 29, 2025

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

Invoice Number: 1855

Invoice Period: 06-01-2025 - 06-30-2025

RE: Prosecution/Code Enforcement

Time Details

Date	Professional	Description	Hours	Amount
06-03-2025	SRB	Conduct telephone pre-trial conference, prepare plea offer and draft correspondence to defense attorney and Court with same re: 25LV00470A	0.75	97.50
06-03-2025	SRB	Conduct telephone pre-trial conference, prepare plea offer and draft correspondence to defense attorney and Court with same re: 25LV00459A	0.75	97.50
06-03-2025	SRB	Conduct telephone pre-trial conference, prepare plea offer and draft correspondence to defense attorney and Court with same re: 25LV00484A	0.75	97.50
06-04-2025	SRB	Review June 11th Prosecution Docket, review defendant files, police reports and criminal histories.	1.00	130.00
06-06-2025	SRB	Draft correspondence to police clerk for record request re prosecution cases	0.25	32.50
06-06-2025	SRB	Review and respond to correspondence from defense attorney re 21LV01181A discovery request	0.25	32.50
06-06-2025	SRB	Review and respond to correspondence from defense attorney re 25L00411A discovery request	0.25	32.50
06-06-2025	SRB	Receive and respond to correspondence from Police Clerk; Review attached defendant records re prosecution records request	0.50	65.00
06-09-2025	SRB	Draft correspondence to police clerk for record request re prosecution cases	0.25	32.50

We appreciate your business

Page 1 of 2

Date	Professional	Description	Hours	Amount	Item 7C.
06-09-2025	SRB	Draft correspondence providing discovery to defense attorney re 21LV01181A	0.25	32.50	
06-09-2025	SRB	Draft correspondence providing discovery to defense attorney re 25LV00411A	0.25	32.50	
06-09-2025	SRB	Receipt and review of correspondence from 46th District Court re final prosecution docket for 06/11/2025.	0.25	32.50	
06-10-2025	SRB	Receive and respond to correspondence from Police Clerk; Review attached defendant records re prosecution records request	0.50	65.00	
06-11-2025	SRB	Prepare for and appear in 46th District Court for Prosecution Docket	3.00	390.00	
06-18-2025	SRB	Receipt and review correspondence from 46th District Court re 7/9 Prosecution docket.	0.25	32.50	
06-24-2025	SRB	Draft correspondence to police clerk for record request re prosecution cases	0.25	32.50	
06-24-2025	SRB	Receive and respond to correspondence from Police Clerk; Review attached defendant records re prosecution records request	0.50	65.00	
06-30-2025	SRB	Conduct telephone pre-trial conference, prepare plea offer and draft correspondence to defense attorney and Court with same re: 25LV00519A	0.75	97.50	
			Total	1,397.50	

Time Summary

Professional	Hours	Amount
Scott Baker	10.75	1,397.50
Total		1,397.50

Total for this Invoice 1,397.50



27 S. Broadway St. Suite 2 Lake Orion, Michigan 48362
SBaker@bakerpllc.com
 (248) 230-4103

July 29, 2025

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

Invoice Number: 1856

Invoice Period: 06-01-2025 - 06-30-2025

RE: Special Legal Services

Time Details

Date	Professional	Description	Hours	Amount
06-06-2025	SRB	Research and draft Election Commission Resolution for Consolidation of Election Precincts; research and draft amendment to Section 22-1 City Code of Ordinances.	1.75	227.50
06-06-2025	SRB	Research sign ordinance amendments and draft correspondence to City Planners re sign ordinance updates	0.75	97.50
06-09-2025	SRB	Receipt and review of correspondence and attached motion for Summary Disposition from insurance counsel re Jordan v. Lathrup Village	0.50	65.00
06-10-2025	SRB	Continued research and drafting of amendments to sign ordinance, forward same to City Administrator and City Planner for review.	1.25	162.50
06-10-2025	SRB	Research and draft a resolution establishing Charter amendment ballot proposal language forward same to City Administrator for review.	2.00	260.00
06-10-2025	SRB	Receipt and review of status report from appellate counsel re JMC litigation	0.25	32.50
06-10-2025	SRB	Telephone conference with attorney for Surnow company re PILOT ordinance	0.25	32.50
06-11-2025	SRB	Receipt, review and respond to correspondence from Surnow Company attorney re PILOT ordinance	0.25	32.50
06-16-2025	SRB	Draft resolution temporarily suspending Section 52.28.E of the sign ordinance	0.25	32.50

We appreciate your business

Page 1 of 2

Date	Professional	Description	Hours	Amount	Item 7C.
06-17-2025	SRB	Research and confirm term dates for upcoming City Council election	0.25	32.50	
06-17-2025	SRB	Prepare for and attend City Planning Commission Regular meeting.	2.75	357.50	
06-18-2025	SRB	Receipt and review correspondence from City assessor.	0.25	32.50	
06-20-2025	SRB	Receipt and review of correspondence from Oakland Equalization re new MTT Appeal # 25-000698	0.50	65.00	
06-20-2025	SRB	Telephone conference with attorney for Surnow company re PILOT ordinance	0.25	32.50	
06-23-2025	SRB	Research and draft overview of METRO Act permitting process, provide same to City Administrator	0.50	65.00	
06-23-2025	SRB	Draft Notice of Adoption, forward same to Administrator and Clerk re precinct consolidation ordinance	0.25	32.50	
06-23-2025	SRB	Review proposed contract for assessing services; provide feedback to City administrator	0.25	32.50	
06-23-2025	SRB	Prepare for and attend special meeting of City Council	0.50	65.00	
06-30-2025	SRB	Prepare for and attend special meeting of City Council	0.50	65.00	
			Total	1,722.50	

Time Summary

Professional	Hours	Amount
Scott Baker	13.25	1,722.50
Total		1,722.50
Total for this Invoice		1,722.50

July 2025

WARNING VIOLATIONS

ROW	CITATION	CITATION DATE	OFF_CITY_NM	ST	VIOLATION_ON	VIOLATION_NEAR	VIOLS_DESC	OFFICER
1	25LV00639	7/2/2025	SAGINAW	MI	11 MILE	SOUTHFIELD	DISOBEY TRAFFIC SIGNAL/FLASHERS	STA
3	25LV00647	7/3/2025	OAK PARK	MI	SOUTHFIELD	11 MILE	OPERATING WHILE READING, TYPING, OR TEXTING	STA
4	25LV00648	7/3/2025	DETROIT	MI	SOUTHFIELD	11 MILE	VIOLATION OF SAFETY BELT LAW	STA
5	25LV00649	7/3/2025	SOUTHFIELD	MI	RAMSGATE	SOUTHFIELD	FAIL TO YIELD&DROVE W/O LIGHTS	STA
6	25LV00651	7/4/2025	SOUTHFIELD	MI	SOUTHFIELD	REDWOOD	22 MPH OVER LIMIT SPEED 67/45	STA
7	25LV00652	7/4/2025	DETROIT	MI	SOUTHFIELD	CAMBRIDGE	16 MPH OVER LIMIT SPEED 64/45	STA
8	25LV00656	7/7/2025	SOUTHFIELD	MI	LATHRUP BLVD	RAINBOW DR	DISOBEY STOP SIGN	ROB
9	25LV00660	7/8/2025	WIXOM	MI	SOUTHFIELD	LINCOLN	EXPIRED PLATES	ROB
10	25LV00662	7/8/2025	SOUTHFIELD	MI	SOUTHFIELD	REDWOOD	11-15 MPD OVER LIMIT SPEED: 60/45	STA
11	25LV00663	7/8/2025	DETROIT	MI	SOUTHFIELD	REDWOOD	16 MPH OVER LIMIT SPEED 61/45	STA
12	25LV00666	7/10/2025	CANTON	MI	11 MILE	LATHRUP	DISOBEY STOP SIGN	STA
13	25LV00667	7/10/2025	DETROIT	MI	EVERGREEN	SAN JOSE	30 MPH OVER LIMIT SPEED: 65/35	STA
14	25LV00670	7/12/2025	DETROIT	MI	SOUTHFIELD	11 MILE	PROHIBITED TURN	HUT
15	25LV00671	7/12/2025	DETROIT	MI	12 MILE	SOUTHFIELD	/CITED BY BERKELY PD 7/11/25	ALE
16	25LV00672	7/13/2025	DEARBORN	MI	SOUTHFIELD	LINCOLN	DISOBEY TRAFFIC SIGNAL/FLASHERS	ROB
17	25LV00673	7/14/2025	LATHRUP VILLAGE	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	ALE
18	25LV00674	7/15/2025	DETROIT	MI	SOUTHFIELD	SUNSET	TEXTING: 1ST OFFENSE	STA
19	25LV00675	7/15/2025	REDFORD	MI	SOUTHFIELD	SUNSET	TEXTING: 1ST OFFENSE	STA
20	25LV00676	7/16/2025	BEVERLY HILLS	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	STA
21	25LV00677	7/16/2025	BERKLEY	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	STA
22	25LV00678	7/16/2025	HARPER WOODS	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	STA
23	25LV00681	7/17/2025	OAK PARK	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	STA
24	25LV00682	7/18/2025	YPSILANTI	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	STA
25	25LV00684	7/18/2025	WEST BLOOMFIELD	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	STA
26	25LV00686	7/19/2025	DETROIT	MI	SOUTHFIELD	LINCOLN	DISOBEY TRAFFIC SIGNAL/FLASHERS	ALE

July 2025

WARNING VIOLATIONS

27	25LV00688	7/19/2025	SOUTHFIELD	MI	12 MILE	GUY	USE OF HAND HELD CELLULAR PHONE	ROB
28	25LV00689	7/20/2025	MADISON HEIGHTS	MI	12 MILE	SOUTHFIELD	USE OF HAND HELD CELLULAR PHONE	ROB
29	25LV00691	7/21/2025	ROYAL OAK	MI	SOUTHFIELD	LINCOLN	EXPIRED PLATES	ROB
30	25LV00693	7/21/2025	SOUTHFIELD	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	MAT
31	25LV00697	7/21/2025	HUNTINGTON WOODS	MI	SOUTHFIELD	11 MILE	IMPROPER TURN	ALE
32	25LV00698	7/22/2025	PASSIAC	NJ	LINCOLN	SOUTHFIELD	11-15 MPH OVER LIMIT SPEED:39/25	CEH
33	25LV00701	7/22/2025	CHANDLER	AZ	12 MILE	SOUTHFIELD	TEXTING: 1ST OFFENSE	CEH
34	25LV00703	7/22/2025	DETROIT	MI	11 MILE	SOUTHFIELD	IMPROPER TURN	STA
35	25LV00704	7/22/2025	DETROIT	MI	11 MILE	SOUTHFIELD	IMPROPER TURN	STA
36	25LV00706	7/23/2025	PERRY	MI	LINCOLN	SOUTHFIELD	16 MPH OVER LIMIT SPEED: 48/25	MAT
37	25LV00716	7/24/2025	SOUTHFIELD	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	STA
38	25LV00718	7/25/2025	SOUTHFIELD	MI	11 MILE	LATHRUP	PROHIBITED TURN	HUT
39	25LV00721	7/25/2025	SOUTHFIELD	MI	12 MILE	SOUTHFIELD	USE OF HAND HELD CELLULAR PHONE	CEH
40	25LV00722	7/25/2025	REDFORD	MI	SOUTHFIELD	ROSELAND	IMPROPER TURN	ALE
41	25LV00723	7/25/2025	DETROIT	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	STA
42	25LV00724	7/25/2025	SOUTHFIELD	MI	11 MILE	SOUTHFIELD	IMPROPER TURN	ALE
43	25LV00725	7/25/2025	DETROIT	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	STA
44	25LV00726	7/25/2025	DETROIT	MI	11 MILE	SOUTHFIELD	IMPROPER TURN	STA
45	25LV00727	7/25/2025	BEVERLY HILLS	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	ALE
46	25LV00735	7/25/2025	SOUTHFIELD	MI	11 MILE	SOUTHFIELD	IMPROPER TURN	STA
47	25LV00735	7/26/2025	SOUTHFIELD	MI	12 MILE	SOUTHFIELD	WHILE OPERATING VEHICLE (\$215)	ROB
48	25LV00737	7/26/2025	OAK PARK	MI	11 MILE	RED RIVER	DISOBEY STOP SIGN	ROB
49	25LV00740	7/27/2025	SOUTHFIELD	MI	SOUTHFIELD	12 MILE	EXPIRED PLATES	CEH
50	25LV00741	7/27/2025	TOLEDO	OH	11 MILE	RED RIVER	DISOBEY STOP SIGN	ALE
51	25LV00745	7/29/2025	LATHRUP VILLAGE	MI	MARGATE	SOUTHFIELD	IMPROPER/PROHIBITED PARKING	MAT
52	25LV00747	7/29/2025	SOUTHFIELD	MI	SOUTHFIELD	GOLDENGATE	USE OF HAND HELD CELLULAR PHONE	CEH
53								
54								
55								

2025 Ticket Totals	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
Alexander	31	21	31	35	16	13	10						157
Alexander warning	0	0	0	1	0	1	12						14
Button	1	1	2	4	6	5	0						19
Button warning	2	0	0	1	1	2	0						6
Gijsbers	23	4	23	21	25	10	9						115
Gijsbers warning	5	2	8	6	5	3	2						31
Huston	7	3	1	0/Injured	0/Injured	0/Injured	3						14
Huston warning	2	2	0	0/Injured	0/Injured	0/Injured	4						8
Hutson	7	5	7	5	17	3	7						51
Hutson warning	4	1	2	1	4	3	2						17
Lawrence	5	1	5	9	3	5	12						40
Lawrence warning	0	0	0	0	0	0	0						0
Roberts	13	11	16	41	28	5	10						124
Roberts warning	5	4	13	25	5	2	10						64
Stojich	17	6	4	14	21	10	6						78
Stojich warning	0	0	0	1	2	19	28						50
Tackett	4	3	7	2	2/Injured	0/Injured	0/Injured						18
Tackett warning	2	1	0	0	0/Injured	0/Injured	0/Injured						3
Cehic	n/a	n/a	n/a	n/a	n/a	n/a	3						3
Cehic Warning	n/a	n/a	n/a	n/a	n/a	n/a	5						5

Matveyok	n/a	n/a	n/a	n/a	n/a	n/a	7									7
Matveyok Warning	n/a	n/a	n/a	n/a	n/a	n/a	5									5
Chickensky/Fisher Citations	22	3	2	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	27
Chickensky/Fisher Warnings	2	2	0	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	4

DATE	EVENT	WHO PARTICIPATED	ACTIONS
7/1/2025	Property Room Audit	Zang / Huston	
7/8/2025	City Attorney Meeting	McKee	
	CLEMIS Un-Federation Meeting	Zang	
	Oakland County Road Commission Meeting	McKee	
	VC3 Meeting	Zang	
	June LEIN Warrant Audit Validated	Cory	
7/9/2025	LV3 to Magic Graphics	Zang	
7/10/2025	CLEMIS Membership & Security Meeting	McKee/Zang	
	Federation Execution Meeting	Zang	
7/11/2025	Mateyak Swear-In	All	
7/14/2025	Cehic Swear-In	All	
	Mateyak & Cehic First Day	Mateyak/Cehic	
	Mateyak & Cehic CJS Training	Mateyak/Cehic	
	Use of Force Training	Hutson	
	TASER 10 Training	Mateyak	
	VC3 Training	McKee	
	City Council Meeting	McKee / Zang	
7/15/2025	Basic LEIN Training	Mateyak / Cehic	
	TASER 10 Training	Mateyak	
7/16/2025	IAFCI Meeting	Zang	
7/17/2025	Advanced Defensive Driving Techniques Training	Mateyak	
	Active Shooter Preparation and Response for Schools	Mateyak	
7/18/2025	Suicide & Crisis Lifeline Operational Readiness Training	Cehic	
	Crisis Intervention Training - Crisis Response	Cehic	
	Basic Firearm Safety Training	Mateyak	
	Crisis Intervention Training/Intro to Mental Health Crisis	Cehic	
	Distracted Driving for Law Enforcement	Mateyak	
	Body-Worn Cameras for Law Enforcement Training	Mateyak	
	Ambush Awareness and Preparation Training	Mateyak	
	Dealing With Stress	Mateyak	

7/19/2025	Introduction to Rape Crisis Training	Cehic	
7/19/2025	Crisis Intervention Training Overview	Cehic	
	Active Shooter Preparation and Response for Schools	Cehic	
	Advanced defensive Driving Techniques Training	Cehic	
	Ambush Awareness and Preparation Training	Cehic	
	TASER 10 Training	Cehic	
	TASER Annual Operator Update	Cehic	
	Basic Firearm Safety Training	Cehic	
	Body-Worn Cameras for Law Enforcement Training	Cehic	
	Body Armor&the Changing Landscape of Public Safety	Cehic	
	Crisis Management	Cehic	
7/20/2025	Current Drug Trends	Cehic	
	Building Financial Strength in First Responder Families	Cehic	
	Child Abuse and Neglect	Cehic	
	Crisis Intervention in Dealing With Mentally Ill Subjects	Cehic	
	Taser 10 Certification	Cehic	
7/21/2025	Trial @ 46th District Court	Zang	
	Dealing With Stress	Cehic	
	Distracted Driving for Law Enforcement	Cehic	
7/22/2025	City Attorney Meeting	McKee	
	Body Armor&the Changing Landscape of Public Safety	Mateyak	
7/23/2025	Picked up the new Blazer in Grand Rapids	Zang / Cory	
	Child Abuse and Neglect	Mateyak	
	Current Drug Trends	Mateyak	
7/24/2025	City Manager Meeting	McKee	
7/25/2025	Flock Search Tool Certification	Cehic	
	Crisis Intervention Training-Introduction to Mental Health Crisi	Mateyak	
	Crisis Intervention Training - Crisis Response	Mateyak	
7/28/2025	AI in Hostage Negotiations MAHN Training	Huston	
	Crisis Intervention Training Overview	Mateyak	
7/29/2025	Gun Destruction - MSP	Zang	

7/30/2025	MCOLES Audit Meeting	McKee / Zang	
7/30/2025	Suicide & Crisis Lifeline Operational Readiness Training	Mateyak	
	Introduction to Rape Crisis Training	Mateyak	
	Crisis Intervention in Dealing With Mentally Ill Subjects	Mateyak	
7/31/2025	Intoxilyzer 9000 Training	Huston/Mateyak	
7/31/2025	Crisis Management 1&2	Mateyak	



**Citations - Officer Violations & Citations Summary For Lathrup
Village PD - Officer Violation Summary**

For 7/1/2025 12:00:00 AM - 8/1/2025 12:00:00 AM



Primary Officer Selected: All Values Selected

Secondary Officer Selected: All Values Selected

Primary Officer Shift Selected: All Values Selected

Local Use Selected: All Values Selected

Type Selected: All Values Selected

Status Selected: All Values Selected

Officer Name	Violation Description	Prim Viol Count	Sec Viol Count
ALEXANDER, RYAN	DISOBEY STOP SIGN	3	
	DISOBEY TRAFFIC CONTROL DEVICE	1	
	DISOBEY TRAFFIC SIGNAL/FLASHERS	1	
	DROVE WHILE LICENSE SUS/REV/DENIED	1	
	EXPIRED PLATES	3	
	HANDICAPPED ONLY ZONE	1	
	IMPEDING/BLOCKADING TRAFFIC	5	
	IMPROPER TURN	4	
	NO INSURANCE	1	
	NO PROOF OF INSURANCE	2	
		22	22

Officer Name	Violation Description	Prim Viol Count	Sec Viol Count
CEHIC, ANES	11-15 MPH OVER LIMIT	1	
	DISOBEY TRAFFIC SIGNAL/FLASHERS	1	
	EXPIRED PLATES	1	
	IMPEDING/BLOCKADING TRAFFIC	1	
	OPERATING WHILE READING TYPING OR TEXTING 1ST OFFENSE	1	
	USE OF HAND HELD CELLULAR PHONE	2	
	VIOLATION OF SAFETY BELT LAW	1	
		8	8



**Citations - Officer Violations & Citations Summary For Lathrup
Village PD - Officer Violation Summary**

For 7/1/2025 12:00:00 AM - 8/1/2025 12:00:00 AM



Officer Name	Violation Description	Prim Viol Count	Sec Viol Count
CORY, SUZANNE	IMPEDING/BLOCKADING TRAFFIC	1	
		1	1

Officer Name	Violation Description	Prim Viol Count	Sec Viol Count
GIJSBERS, REMY	DISOBEY STOP SIGN	1	
	DISOBEY TRAFFIC CONTROL DEVICE	1	
	DROVE WHILE LICENSE SUS/REV/DENIED	2	
	EXPIRED PLATES	1	
	FAIL TO STOP ASSURED CLEAR DISTANCE AHEAD	1	
	FAIL TO YIELD	1	
	HOLDING/USING MOBILE DEVICE WHILE OPERATING VEHICLE (\$215),	1	
	IMPEDING/BLOCKADING TRAFFIC	2	
	IMPROPER TURN	1	
		11	11

Officer Name	Violation Description	Prim Viol Count	Sec Viol Count
HUSTON, JEREMY	1-5 MPH OVER LIMIT		1
	16 MPH OVER LIMIT		2
	DISOBEY STOP SIGN		2
	DISOBEY TRAFFIC CONTROL DEVICE	1	
	EXPIRED PLATES		2
	FAIL TO YIELD	1	1
	IMPEDING/BLOCKADING TRAFFIC	1	
	IMPROPER/PROHIBITED PARKING		1
		12	9



**Citations - Officer Violations & Citations Summary For Lathrup
Village PD - Officer Violation Summary**

For 7/1/2025 12:00:00 AM - 8/1/2025 12:00:00 AM



Officer Name	Violation Description	Prim Viol Count	Sec Viol Count
HUTSON, NKRUMAH	DISOBEY STOP SIGN	3	
	FAIL TO YIELD	1	
	IMPROPER TURN	1	
	NO PROOF OF REGISTRATION	2	
	PROHIBITED TURN	2	
		9	9

Officer Name	Violation Description	Prim Viol Count	Sec Viol Count
LAWRENCE, TERANCE	DISOBEY STOP SIGN	3	
	DISOBEY TRAFFIC CONTROL DEVICE	1	
	DROVE WRONG WAY ON A ONE WAY STREET	1	
	EXPIRED PLATES	2	
	FAIL TO YIELD RIGHT OF WAY AT STOP SIGN	1	
	IMPROPER LANE USAGE	1	
	IMPROPER TURN	1	
	NO PROOF OF INSURANCE	1	
	NO VALID PLATE	1	
		12	12

Officer Name	Violation Description	Prim Viol Count	Sec Viol Count
MATEYAK, ELLIOT	1-5 MPH OVER LIMIT	1	
	1-5 MPH OVER/LIMITED ACCESS HWY	1	
	16 MPH OVER LIMIT	3	
	DISOBEY STOP SIGN	3	
	EXPIRED PLATES	2	
	FAIL TO YIELD	1	
	IMPEDING/BLOCKADING TRAFFIC		1
	IMPROPER/PROHIBITED PARKING	1	
		13	12
			1



**Citations - Officer Violations & Citations Summary For Lathrup
Village PD - Officer Violation Summary**

For 7/1/2025 12:00:00 AM - 8/1/2025 12:00:00 AM



Officer Name	Violation Description	Prim Viol Count	Sec Viol Count
ROBERTS, KEITH	11-15 MPH OVER LIMIT		1
	DISOBEY STOP SIGN	2	
	DISOBEY TRAFFIC SIGNAL/FLASHERS	1	1
	EQUIPMENT VIOL-DEFECTIVE/MISSING	1	
	EXPIRED PLATES	4	1
	FAIL TO YIELD RIGHT OF WAY	1	
	HOLDING/USING MOBILE DEVICE WHILE OPERATING VEHICLE (\$215),	1	
	IMPEDING/BLOCKADING TRAFFIC	2	2
	IMPROPER LANE USAGE	1	
	NO PROOF OF INSURANCE	2	
	OPERATING WHILE READING TYPING OR TEXTING 1ST OFFENSE		1
	USE OF HAND HELD CELLULAR PHONE	3	2
	VIOLATION OF SAFETY BELT LAW	2	1
		29	20
		20	9



**Citations - Officer Violations & Citations Summary For Lathrup
Village PD - Officer Violation Summary**

For 7/1/2025 12:00:00 AM - 8/1/2025 12:00:00 AM



Officer Name	Violation Description	Prim Viol Count	Sec Viol Count
STAJICH, MICHAEL	11-15 MPH OVER LIMIT	1	
	16 MPH OVER LIMIT	2	
	22 MPH OVER LIMIT	1	
	30 MPH OVER LIMIT	1	
	DISOBEY STOP SIGN	11	
	DISOBEY TRAFFIC SIGNAL/FLASHERS	1	
	DROVE WITHOUT LIGHTS	1	
	FAIL TO STOP ASSURED CLEAR DISTANCE AHEAD	2	
	FAIL TO YIELD	1	
	IMPEDING/BLOCKADING TRAFFIC	2	
	IMPROPER LANE USAGE	1	
	IMPROPER TURN	4	
	OPERATING WHILE READING TYPING OR TEXTING 1ST OFFENSE	4	
	VIOLATION OF SAFETY BELT LAW	2	
		34	34

Officer Name	Violation Description	Prim Viol Count	Sec Viol Count
ZANG, MICHAEL	1-5 MPH OVER/LIMITED ACCESS HWY		1
	16 MPH OVER LIMIT		1
	DISOBEY STOP SIGN		1
		3	3
Totals:		132	22



**Citations - Officer Violations & Citations Summary For Lathrup
Village PD - Officer Ticket Type Summary**

For 07/01/2025 - 08/01/2025



Primary Officer Selected: All Values Selected

Secondary Officer Selected: All Values Selected

Primary Officer Shift Selected: All Values Selected

Local Use Selected: All Values Selected

Type Selected: All Values Selected

Status Selected: All Values Selected

Officer Name	Type	Prim Viol Count	Sec Viol Count
ALEXANDER, RYAN	CIVIL INFRACTION	10	
	WARNING	12	
		22	22

Officer Name	Type	Prim Viol Count	Sec Viol Count
CEHIC, ANES	CIVIL INFRACTION	3	
	WARNING	5	
		8	8

Officer Name	Type	Prim Viol Count	Sec Viol Count
CORY, SUZANNE	CIVIL INFRACTION	1	
		1	1

Officer Name	Type	Prim Viol Count	Sec Viol Count
GIJSBERS, REMY	CIVIL INFRACTION	7	
	MISDEMEANOR	2	
	WARNING	2	
		11	11

Officer Name	Type	Prim Viol Count	Sec Viol Count
HUSTON, JEREMY	CIVIL INFRACTION	3	5
	WARNING		4
		12	3



**Citations - Officer Violations & Citations Summary For Lathrup
Village PD - Officer Ticket Type Summary**

For 07/01/2025 - 08/01/2025



Officer Name	Type	Prim Viol Count	Sec Viol Count
HUTSON, NKRUMAH	CIVIL INFRACTION	5	
	WAIVE	2	
	WARNING	2	
		9	9

Officer Name	Type	Prim Viol Count	Sec Viol Count
LAWRENCE, TERANCE	CIVIL INFRACTION	12	
		12	12

Officer Name	Type	Prim Viol Count	Sec Viol Count
MATEYAK, ELLIOT	CIVIL INFRACTION	7	1
	WARNING	5	
		13	12

Officer Name	Type	Prim Viol Count	Sec Viol Count
ROBERTS, KEITH	CIVIL INFRACTION	9	4
	WAIVE	1	
	WARNING	10	5
		29	20

Officer Name	Type	Prim Viol Count	Sec Viol Count
STAJICH, MICHAEL	CIVIL INFRACTION	6	
	WARNING	28	
		34	34

Officer Name	Type	Prim Viol Count	Sec Viol Count
ZANG, MICHAEL	CIVIL INFRACTION		2
	WARNING		1
		3	3



**Citations - Officer Violations & Citations Summary For Lathrup
Village PD - Officer Ticket Type Summary**

For 07/01/2025 - 08/01/2025



Totals:

132

22

ALARM SUMMARY FOR JULY 2025

July 1-31st, 2025: 0 B&E Alarms (C3902)
July 1 – 31st, 2025: 16 False Alarms (L5060)

All alarms were considered false or operator error. Two were cancelled prior to dispatching LVPD officers

Total unregistered alarms for the month:

Commercial: 0
Residential: 1

Citations issues for excessive alarms:

Commercial: 1
Residential: 0

Letters will be mailed in August to the business that has an unregistered alarm. Citations will be sent via certified mail.

2025 Run Totals	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alexander	230	238	247	155	206	146	144						1366
Button	33	9	31	48	109	64	0						294
Gijsbers	97	88	127	140	127	121	114						814
Huston	68	38	5	Injured	8/Injured	5/Injured	27						151
Hutson	297	265	196	161	288	181	249						1637
Lawrence	28	55	112	89	74	116	170						644
Roberts	149	143	136	199	150	93	82						952
Stajich	160	121	151	175	159	156	157						1079
Tackett	86	69	88	76	28/Injured	0/Injured	0/Injured						347
Cehic	n/a	n/a	n/a	n/a	n/a	n/a	56						56
Mateyak	n/a	n/a	n/a	n/a	n/a	n/a	43						43
Chickensky/Fisher	95	42	0	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	137

Reserve Hodges	1/24/25 25-871	2/28/25 25-2139	0	0	5/23/25 25-5033	6/13/25 25-5707							4
Reserve Lietzke	0	0	0	4/29/25 25-4183	0								1
Reserve Sovinsky	1/26/25 25-956	02/09/25 25-1428	0	4/20/25 25-3900	0	6/16/25 25-5769	7/13/25 25-6619						5

City of Lathrup Village Police Department - Monthly Summary

July 2025

7/1/2025 –

- 25-6200 – Larceny From Auto

A resident reported that a spare set of keys to his truck had been taken from the truck. A friend had borrowed the truck and he realized the extra set had been left in the unopened vehicle.

7/2/2025 –

- 25-6238 – Suspicious

A resident received suspicious and threatening texts from an unknown number. The resident stated there's only one person that they have an issue with. The number is an online generated number. It cannot be looked into further at this time.

7/5/2025 –

- 25-6341 – Assist the Fire Department

Officers made the scene of a vehicle fully engulfed in flames at a home in Lathrup Village. The officers made sure everyone nearby made it to safety. The homeowner stated he woke up to a loud bang and found the vehicle on fire. The fire department is doing a follow up investigation.

7/7/2025 –

- 25-6399 – Domestic Violence

An officer was called to an address in Southfield referencing a domestic that occurred in Lathrup Village. Two parties had left an address in Southfield but ended up just South of the Twelve Mile boarder when a physical assault happened. Both parties were back in Southfield when they called 911.

LVPD presented the case to OCPO, which was denied for charges.

- 25-6415 – Family Trouble

An officer responded to the scene of a domestic situation. The individuals have called LVPD on several occasions as they are separated but have not started the divorce process. They were arguing about child custody and were able to be separated for the day. They were told to contact family court about child custody.

7/8/2025 –

- 25-6452 – DWLS

An officer observed a vehicle disobey a red light and made a traffic stop. The driver was suspended and was issued the appropriate citations.

7/9/2025 –

- 25-6474 – Telephone used for harassment

A Lathrup Village resident came into the police station to report threats made. The individual had received text messages, which were threatening in nature. An officer gathered the information needed.

25-6492 – Retail fraud

The suspect entered a Lathrup Village business and stole merchandise located on their counter. The suspect was unable to be identified.

This case is ongoing.

7/10/2025 –

- 25-6511 – Suspicious

A couple Lathrup Village employees received suspicious emails which appeared to be from another employee regarding payroll. That employee confirmed the emails were fraudulent. At this time, no crime occurred. The employee was told to notify City Hall staff to be aware of the situation.

- 25-6520 – Assist Southfield PD

Southfield dispatch alerted Southfield officers that a shooting had just occurred near the border of Lathrup Village. Southfield officers were too far away to make it in a timely manner so Lathrup Village officers made the scene to assist. LVPD officers rendered aid to the victim and gathered the initial information from the victim for Southfield officers. Southfield PD arrived and took over the investigation.

7/14/2025 –

- 25-6663 – Domestic

Officers were dispatched to an LV residence in reference to an assault that took place between a father and son. One of the parties was placed under arrest for assault and transported to Berkley PD for processing and to await arraignment.

7/18/2025 –

- 25-6775 – Family Trouble

Officers were dispatched to an LV residence in reference to a fight between brothers. Officers observed them verbally arguing upon arrival. It was determined one of them would leave the home for the night. His mother drove him away from the scene.

7/21/2025 –

- 25-6863 – Assist Other agency

An officer was flagged down by a group of people who had just exited a vehicle nearby. They stated their vehicle had just been shot at and indicated to the officer which vehicle it was on the road. The officer was unable to catch up to the suspect vehicle to identify it. It was determined that the incident took place in the City of Southfield. The investigation was turned over to Southfield PD.

7/23/2025 –

- 25-6973 – DWLS

An officer made a stop on a vehicle for a traffic violation. It was discovered that the driver was suspended. The driver received a citation for DWLS.

7/25/2025 –

- 25-7033 – Felony Arrest Warrant

Officers made a traffic stop on a vehicle whose registered owner had a felony warrant. The officers made the arrest and transported to Detroit for drop off.

7/27/2025 –

- 25-7117 – Misdemeanor Arrest Warrant

Officers were called to a Southfield residence to pick up an individual with a misdemeanor arrest warrant out of Lathrup Village. The individual was taken into custody and transported to Berkley PD for processing and to await bond or arraignment.

7/29/2025 –

- 25-7169 – Fraud

LV residents called officers to report an attempted fraud. The residents received a phone call from someone claiming to be the police stating their daughter was in jail. They gave her very specific and unorthodox directions for providing bond for their daughter. They were able to call LVPD before a they suffered a financial loss.

- 25-7173 – Damage to Property

An LV resident made a report that their mailbox had been damaged during the day. Their ring camera was unable to capture the incident when it took place but the owner was able to determine around what time the damage occurred.

At this time, no follow up has been noted.

7/30/2025 –

- 25-7193 – Trespass

An officer was called to a resident's home due to difficulty with her son who refused to leave her house. The individual refused to do so. He was arrested for trespassing.

7/31/2025 –

- 25-7201 – Family trouble

A verbal argument occurred between a couple in their vehicle while passing through Lathrup Village. One of them called the police for assistance. An officer was called to the scene where it was determined no assault occurred. The couple was sent on their way.

- 25-7202 – Assist Other Agency

The detective received an adult protection services report asking to check on an LV resident. The APS report stated that the resident's caregiver may be taking money from him. The detective spoke with the resident who stated his niece/caregiver had attempted to make a payment on a loan of his with his money and the situation was a misunderstanding. The case was closed.

- 25-7207 – Confiscated property

After responding to a traffic crash, it was discovered the license plate on one of the involve vehicles required a plate confiscation per SOS. The officer confiscated the plate and completed the appropriate documentation.

CLEAR-1996 Departmental CLEAR & CAD Statistics by Officer
CLEAR & CAD Stats

07/01/2025 - 08/01/2025



Officer Name	Officer Badge	Days Work	Days Sick	Tickets	CFS	CR	Arrests	Charges	Public Relation	Traffic Stops	Building Check	Plaza Check	Sub Check	Comm Policing
LV										1				
LVALEXANDERR	46960			18	144	1	1			17				
LVCEHICA	01010			8	56	4	2	2		10				
LVCORYS	003			1	4	4								
LVGIJSBERSR	47833			8	114	6	3	3		8				
LVHUSTONJ	42410			3	27	3				2				
LVHUTSONN	43905			9	249	6	1	1		13				
LVLAWRENCET	23960			8	170	6	1	1		6				
LVMATEYAKE	57154			10	43	4				7				
LVROBERTSK	00316			18	82	2				14				
LVSOVINSKYG	00800				1									
LVSTAJICHM	41054			31	157	3				33				
LVZANGM	00793				20	8				1				
Total:				Sum:	1067	47	7	7		112				
* Includes Empty	Average:				82.08	1.74	0.54	0.54		8.62				
** Excludes Empty	Average:				88.92	4.27	1.75	1.75		10.18				

MEMORANDUM

To: LVDDA Board of Directors

From: Austin Colson, CED/DDA Director

Date: August 15, 2025

RE: Department/Director Report

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

Upcoming DDA Events

- Food Truck Friday hosted by the Parks and Recreation Committee will feature *Wetzel's Detroit* and *Kona Ice*: August 22nd, 4:30pm-7:30pm (Location: City Hall).
- Developing a Business Plan: August 19th, 10am-12pm (Location: Community Room)
- Lathrup Village Third Annual Music Festival: September 13th, 12pm-9pm (Municipal Park)
- Using AI Tools in Small Business: September 16th, 8:45am-11am (Location: Waterford)
- Resources to Boost Holiday Sales Seminar: September 17th, 8:30am-10:30am (Oak Park)

Past DDA Events

- Networking luncheon and public art exploration: August 12th, 10:30am-1pm (Location: Meet at the "SFLD" letters in front of Southfield City Hall)
- Southfield Chamber of Commerce Economic Vitality Breakfast: August 6th, 9am-10:30am (Location: Plum Hollow Country Club)

Business/Property Updates

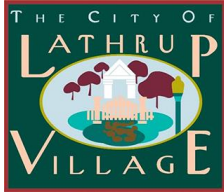
- 26600 Southfield Road (Holbrook Auto Parts) – Zoning Board of Appeals request for a variance to the city's zoning ordinance regarding signage size for principal wall signs has been received.
- 27320 Southfield Road (Lush Nails) – Interior build out is ongoing.
- 27330 Southfield Road (Vapor Shoppe) – Interior build out is ongoing
- 27700 Southfield Road (Annie Lathrup High School) – City Council will hold a public hearing on the review and consideration of an application for a workforce housing Payment in Lieu of Taxes (PILOT) for the property on September 15th, 2025, at 7:30 p.m. in the City Council Chambers.

Infrastructure

- Contractor selected to install HAWK traffic signal at Southfield Road and Kilbirnie Avenue is scheduled to begin work on August 18, 2025, with an estimated completion date of November 1, 2025 .
- Final payment for FY25 alleyway improvements has been submitted to Finance for processing.

Miscellaneous

- A grant in the amount of \$28,000 has been secured from the Michigan Economic Development Corporation (MEDC) for the updating of the city's comprehensive plan. The city received the grant due to the efforts spearheaded by Thomas Kennedy to recertify the city at a Redevelopment Ready Community (RRC) with the MEDC.
- The Historic District Commission Mural Approval has approved a new mural installation on the south side of City Hall in partnership with the Detroit Institute of Arts (DIA). A local artist has been selected, and work is scheduled to begin in spring/summer 2026.



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

TO: Mayor & City Council
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: Sign Ordinance Amendment

Background Brief: Over the past few months, the Council has discussed modifying the City’s existing sign ordinance, related to sign illumination and temporary signs. This update has specific references to window signs (electronic and non-electronic). Enclosed in your packet is an updated ordinance to reflect those discussions.

Previous Action: 7/21/25 – First Reading

Economic Impact: N/A

Recommendation: I recommend adopting the sign ordinance amendment.

Recommended Motion:

Moved by Council Member _____ seconded by Council Member _____
 to adopt Ordinance #2025-03 – An Ordinance to Amend Article 2 Sign Ordinance.

Kelly Garrett
 Mayor

Bruce Kantor
 Mayor Pro-Tem

Jalen Jennings
 Council Member

Jason Hammond
 Council Member

Maria Mannarino
 Council Member

CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MICHIGAN
AN ORDINANCE TO AMEND ARTICLE 2 SIGN ORDINANCE,
OF THE CITY CODE FOR THE CITY OF LATHRUP VILLAGE.

An ordinance to amend the City of Lathrup Village Sign Ordinance to amend definitions related to signs and amend the Sign Ordinance with updated provisions and regulations relating to sign illumination and temporary signs.

THE CITY OF LATHRUP VILLAGE ORDAINS:

Section 52-21 Intent.

1. **Intent.** These regulations establish rules and standards for the construction, location, maintenance and removal of privately-owned signs. Directional, emergency, or traffic-related signs owned by city, county, state or federal government agencies are not regulated by this chapter.

The execution of these regulations recognizes that the purpose of this chapter is to protect the dual interest of the public health, safety and welfare and to ensure the maintenance of an attractive physical environment while satisfying the needs of sign users for identification, communication, and advertising. In order that such purposes can be achieved, the following objectives shall be applied for this chapter and any future additions, deletions and amendments:

- A. **General.** Ensure that signs are located, designed, constructed, installed and maintained in a way that protects life, health, morals, property and the public welfare
- B. **Public Safety.** Protect public safety by prohibiting signs that are structurally unsafe or poorly maintained; that cause unsafe traffic conditions through distraction of motorists, confusion with traffic signs, or hindrance of vision; and that impede safe movement of pedestrians or safe ingress and egress from buildings or sites
- C. **Protect Aesthetic Quality of Districts and Neighborhoods.** Prevent blight and protect aesthetic qualities by preventing visual clutter and protecting views; preventing intrusion of commercial messages into non-commercial areas; and eliminating signs and sign structures on unused commercial properties. Also, to avoid glare, light trespass, and skyglow through selection of fixture type and location, lighting technology, and control of light levels;
- D. **Free Speech.** Ensure that the constitutionally guaranteed right of free speech is protected and to allow signs as a means of communication;
- E. **Reduce Conflict.** Reduce conflict among signs and light and between public and private information systems
- F. **Business Identification.** Allow for adequate and effective signage for business identification and other commercial speech, non-commercial speech, and dissemination of public information, including but not limited to, public safety information and notification as may be required by law.
- G. **Foster Economic Development.** Ensure that signs are located in a manner that does not cause visual clutter, blight, and distraction, but rather promotes identification and communication necessary for sustaining and expanding economic development in the City.

- H. Recognize Unique Areas. Acknowledge the unique character of certain districts, e.g., the Village Center and Mixed Use districts, and establish special time, place and manner regulations that reflect the unique aesthetic, historical, and/or cultural characteristics of these areas.

Section 52-22 Definitions

Abandoned sign means a sign which no longer advertises or identifies a business, lessor, owner, or activity conducted upon, or product available on or off the premises where such sign is displayed.

Add-on sign means a secondary sign that is attached to another sign, including a building sign, or to a sign support for another sign.

A-Frame sign – See “pedestrian sign”.

Ancillary sign is a sign that is secondary to the use of the building or business.

Animated sign is a sign that uses movement or change of lighting, including a flashing sign, to depict action or create the effect of a scene. Such a sign does not include changeable copy signs (see “Changeable Copy Sign”).

Banner means a temporary sign that is produced on a non-rigid surface on which copy or graphics may be displayed.

Billboard - See “off-premise sign”.

Blade sign means a sign that is suspended from an overhang, canopy, marquee, or awning and hangs perpendicular to the building wall. An 8-foot clearance is required between a blade sign and finished grade.

Building frontage is the portion of the side of a building occupied by a single business where the main entrance of the business is located. Only one entry can be considered the main entrance for the business.

Building façade is the portion of any exterior elevation of a building extending vertically from grade to the top of a parapet wall or eaves and horizontally across the entire width of the building elevation.

Changeable copy sign means a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this chapter.

Channel letter sign means a sign comprising individual letters that are independently mounted to a wall or other surface and internally illuminated with a covered translucent face.

Cladding is a non-structural covering designed to conceal the actual structural supports of a sign.

Copy is the words, letters, numerals, figures, designs, symbols, insignia, trademarks, and background on a sign surface in either permanent or changeable form.

Copy area is the area of a sign that contains the copy, excluding any framing.

Display window means any glass or other translucent material comprising a panel, window or door through which a window sign would be visible to the general public from any sidewalk, street or other public place.

~~Electronic Window Sign~~ Any window sign that uses LED, LCD, neon, or similar technologies to display illuminated content.

Feather (or flutter) sign means any sign that is comprised of material that is suspended or attached in such a manner from a pole or stake as to attract attention by waving and/or fluttering from natural wind currents. It also includes similar signs that do not move or flutter.

Flashing sign means illuminated sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when such sign is in use.

Halo sign means a sign illuminated such that light from the letter is directed against the surface behind the letter producing a halo lighting effect around the letter. Also known as a “backlit” sign.

Inflatable sign means a sign consisting of a balloon or other gas filled structure.

Marquee sign means a display sign attached to or hung from a marquee canopy or other covered structure projecting from and supported by the building and extending beyond the building wall or building line.

Master sign plan means a plan designed to show the relationship of signs for any cluster of buildings or any single building housing a number of users or in any arrangement of buildings or shops which constitute a visual entity as a whole.

Monument sign means a sign extending upward from grade which is attached to a permanent foundation for a distance of not less than 50 percent of its length, and which may be attached or dependent for support from any pole, posts, or similar uprights provided such supports are concealed within the sign structure.

~~Neon sign (see “Outline Tubing Sign”).~~

Non-conforming sign means any sign which was lawfully erected prior to the effective date of this ordinance governing signs in the City of Lathrup Village but which is no longer in compliance with current ordinance standards.

Off-premises sign means a display sign that contains a message unrelated to or not advertising a business transacted or goods sold or produced on the premises on which the sign is located.

On-premises sign means a sign which advertises or identifies only goods, services, facilities, events, or attractions on the premises where located.

~~Outline tubing sign is a sign consisting of glass tubing filled with neon or other material, which glows when electric current is passed through it.~~

Pedestrian sign means a sign near street or sidewalk level, oriented and scaled to the pedestrian rather than the motorist. Such signs shall be self-supporting, as with an A-frame type sign, and not be permanently installed.

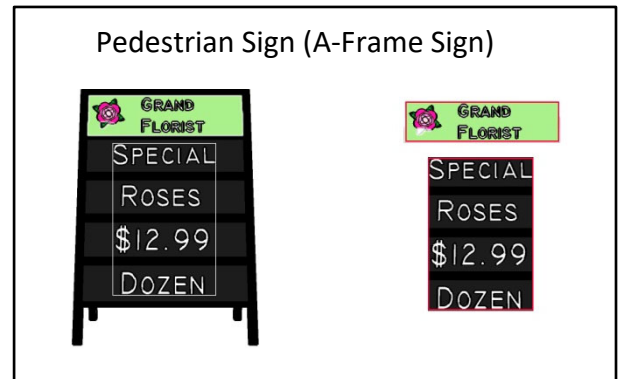
Pole sign means a permanent sign that is mounted on a freestanding pole(s) or other support that is placed on, or anchored in, the ground and that is independent from any building or other structure

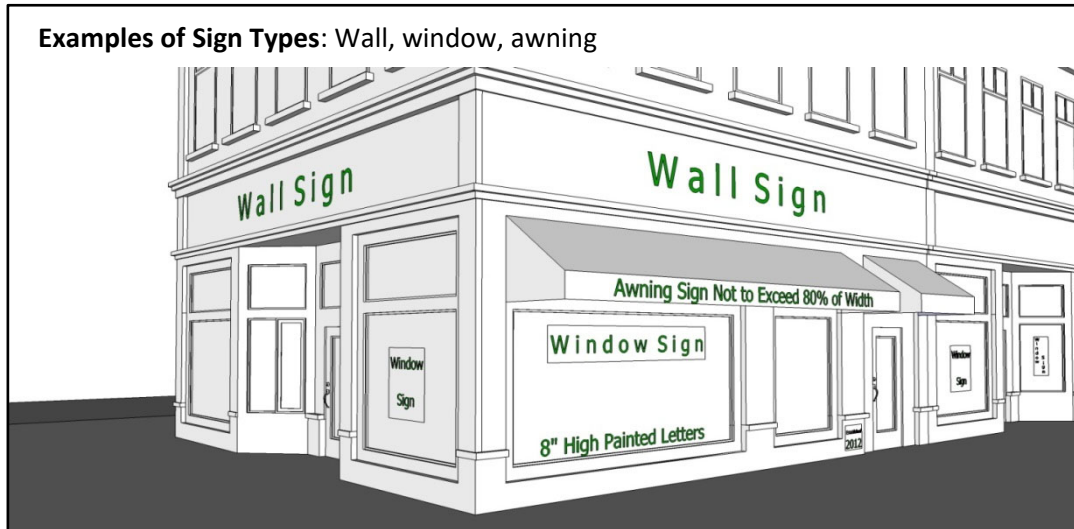
Projecting sign means a sign which is affixed to any building or structure other than a marquee, and any part of which extends beyond the building wall and the horizontal sign surface is not parallel to the building or structure.

Roof sign means any sign erected and constructed wholly on and over the roof of a building and supported by the roof structure.

Sign means any words, numbers, figures, presentations, designs, objects, trademarks, inflatables, announcements, pennants, emblems, banners, pictures or other symbols or similar devices which attract attention or make known such things as an individual, firm, profession, business, event, commodity or service and which are visible from the street, public right-of-way, or place that is open to the public, such as a private parking lots for shopping centers and office buildings. Sign shall include any structure designed to be used for such display. For the purpose of removal, such term shall also include sign supports. A sign shall not include any of the above that is customarily affixed to a person or clothing that is being actively worn by a person.

Sign area is the surface display area of a sign. The area of a sign shall be calculated by means of the smallest square or rectangle that will encompass the extreme limits of the writing, representation, emblem, logo or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, except that lower case letters with ascenders and descenders that extend beyond the limits of the sign height by a maximum of 12 inches, will not be calculated into the total sign area (See graphic). In the case of a flat, 2-sided sign, the surface area of the sign shall only be calculated on one side of the sign. In the case of a multiple-faced sign, the area of all faces shall be considered as one surface (see graphic).





Sign height shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of: (1) existing grade prior to construction; or (2) mounding or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zoning lot, whichever is lower.

Temporary sign means a sign that is not attached to a permanent supporting structure on the real estate on which the sign is located and is intended to be displayed for a limited period of time.

Village center district shall mean the zoning district created by the City of Lathrup Village Zoning Ordinance.

Wall sign means a sign attached to or erected against the wall of a building with the face in a plane parallel to the plane of the building wall.

Window sign means a sign displayed and visible through building glass area from a sidewalk, street or other public place which may or not be, painted or affixed on the interior glass or other window material. Window signs shall include both electronic and non-electronic signs displayed and visible through the building glass area.



SUBDIVISION

Individual Copy on Freestanding Sign

Calculate sign area defined by imaginary panel drawn around outside of copy



SUBDIVISION

Copy on Oval Panel of Freestanding Sign

Calculate sign area defined by imaginary panel drawn around actual oval panel



SUBDIVISION

Individual Copy and Logo on Freestanding Sign

Calculate sign area defined by imaginary panel drawn around outside of copy and logo. Add together for total sign area



RESTAURANT

Individual Copy on Wall Sign – Letters Placed on Building

Calculate sign area defined by imaginary panel drawn around outside of copy

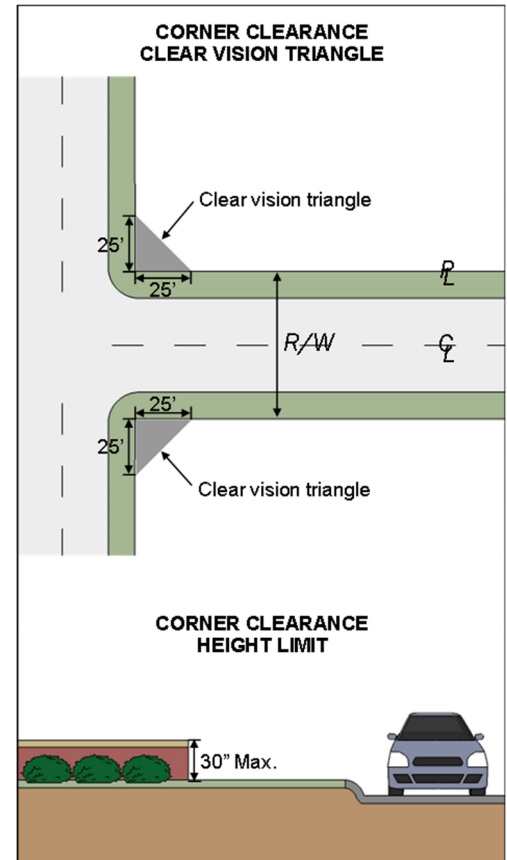
Sign Area Calculation Guidelines

cafe & bakery

Ascenders and Decenders Extending Up to 12 inches Beyond the Sign Area Rectangle Will Not Count Towards the Total Sign Area Calculation

Section 52-23 General Requirements

- A. All signs shall complement the building for which they are serving in terms of color, materials and design.
- B. A clear vision zone shall be free of all signs except public safety signs.
- C. No sign shall interfere with, obstruct the view of, or cause confusion with any authorized public sign, signal or device.
- D. All signs shall comply with the requirements of the City of Lathrup Village Building Code. All letters, figures, characters, insignia or representations upon any sign shall be safely and securely attached.
- E. If a property line, easement or right-of-way line is altered in a manner that affects the setbacks required by this Ordinance, a new sign permit or variance must be obtained.
- F. A sign requiring a permit may be relocated on the same premises provided that a new sign permit is obtained and all requirements are met.
- G. No sign shall be located in or project into a public right-of-way or private road or dedicated easement, except governmental signs and signs installed by the applicable road agency or utility company, or as otherwise expressly permitted in this section.
- H. Paper sheets shall not be applied in any manner to any sign or any building, except any allowed window signs as otherwise permitted in this Ordinance.
- I. Nothing in this ordinance shall be construed to prohibit non-commercial messages on signs that are otherwise allowed herein.
- J. No sign, sign structure or sign support shall project over the roof of any building, nor obstruct or obscure any building windows or significant architectural elements. All signs shall be maintained in good condition.
- K. Illumination.
 - a) The illuminance of any sign, as measured at the property line of the lot on which the sign is located, shall not exceed .3 footcandles above ambient light conditions from dusk to dawn.
 - b) Illuminating devices for signs shall comply with the City of Lathrup Village Electrical Code.
 - c) The light for any illuminated sign shall be so shaded, shielded or directed that the light intensity or brightness meet the requirements of Section 5.8 of the Zoning Ordinance.
 - d) The source of illumination may be internal or external but shall not be both internal and external. The source of the light shall not be exposed.



d)e) Glare control for sign lighting shall be achieved through the use of full cutoff fixtures, shields, and baffles, and appropriate application of fixture mounting height, lumens, aiming angle, and fixture placement.

f) Backlit signs shall use only white light for illumination. Such signs shall spread their illumination a maximum of four inches beyond the sign elements.

e)g) Electronic window signs shall only be illuminated or operational during the business's operating hours. Electronic window signs must be turned off or set to a non-illuminated state within 30 minutes after the business closes to the public and shall remain off until the business reopens.

- L. Signs shall not have scrolling, blinking, flashing, animated or fluttering lights or other illuminating devices which have a changing light intensity, brightness or color.

Sections 52-24 Sign Types Permitted by District

52-24. Sign Types Permitted by District				
A. Residential Districts (R-1, R-2, R-3). Permits required, unless otherwise noted				
Sign Type	Location	Max. Sign Surface Display Area	Max. Height	Number
Residential Use Monument Sign See Section 52-25.A.	At entrance road for subdivision development within boulevard median or 10 ft from street right-of-way line	32 sq ft per side	5 ft from ground level to top of sign	1 per subdivision development entrance

52-24. Sign Types Permitted by District				
B. Office Districts (O & GO). Permits required, unless otherwise noted				
Sign Type	Location	Max. Sign Surface Display Area	Max. Height	Number
Principal Wall Signs	On principal building façade to be placed at the sign band, when provided.	Setback from lot line from 0 to 100 ft: 10% of ground floor, street-facing building face up to 64 sq ft Setback more than 100 ft: 15% of ground floor, street-facing building face up to 64 sq ft	Not to exceed height of building	1 per business with individual exterior entrance or, if a common entrance is provided, one per building

Ancillary wall sign	At a building entrance	10 sq ft	Not to exceed height of building	1 per building
Monument sign See Section 52-25.A.	At the property entrance, setback 10 ft from street right-of-way line	32 sq ft per side	5 ft from ground level to top of sign	1 per parcel. 1 additional sign is permitted if the parcel has more than 100 feet of frontage on 11 or 12 Mile Roads provided they are separated by 100 ft. minimum.
<u>Window Sign— No permit required</u>	<u>In business windows</u>	<u>Ten (10) percent of the total glass area on that side of the building and on the floor where the sign will be located</u>	<u>=</u>	<u>=</u>
Other signs	See Section 52-25.E			

52-24. Sign Types Permitted by District

C. Commercial Districts (CV). Permits required, unless otherwise noted

Sign Type	Location	Max. Sign Surface Display Area	Max. Height	Number
Principal Wall Signs	On principal building façade to be placed at the sign band, when provided.	0-100 ft setback from lot line: 10% of ground floor, street-facing building face up to a maximum of 64 sq ft 100+ ft setback from lot line: 15% of ground floor, street-facing building face up to a maximum of 64 sq ft	Not to exceed height of building	1 per street level business with principal building frontage. Corner buildings shall be permitted 1 on each frontage
Rear façade wall sign	On rear façade of building when parking provided in rear yard or when rear façade faces a street.	24 sq ft	Not to exceed height of building	1 per building

Ancillary wall sign	At a building entrance	10 sq ft	Not to exceed height of building	1 per building
<u>Window Sign— No permit required</u>	<u>In business windows</u>	<u>Ten (10) percent of the total glass area on that side of the building and on the floor where the sign will be located</u>	=	=
Monument sign See Section 52-25.A	10 ft. from street right-of-way line	42 sq ft per side	6 ft from ground level to top of sign	One per parcel, except multiple-tenant building with 100 ft or more contiguous frontage on 11 Mile, 12 Mile or Southfield Roads may have two signs, separated by 100 ft. minimum
Other signs	See Section 52-25.E			

52-24 Sign Types Permitted by District

D. Pedestrian-Oriented Business Districts (MX and Village Center). Permits required, unless otherwise noted

Sign Type	Location	Max. Area	Max. Height	Number
Wall Sign	On principal building façade at the sign band	10% of ground floor street-facing building face up to a maximum of 64 sq ft.	Not to exceed height of building	1 per street level business with building frontage. Corner buildings shall be permitted 1 on each frontage
Projecting Sign or Blade sign See Section 52-25.D.	i. At least 8 ft. above ground level ii. No closer than 20 ft to another such sign iii. No higher than the 2nd floor of a multi-story building	16 sq. ft. total	4 ft. from bottom edge of sign	1 per occupant at street level
Window Sign— No permit required	In business windows	Ten (10) percent of the total glass area on that side of the building and on the floor where the sign will be located	—	—
Rear façade wall sign	On rear façade of building when parking provided in rear yard or when rear façade faces a street.	24 sq ft	Not to exceed height of building	1 per building
Monument sign (in MX district only)	10 ft minimum front and side yard setbacks	40 sq ft per side	5 ft from ground level to top of sign	1 per parcel
Temporary Pedestrian or A-Frame Sign — No permit required. See Section 52-25.C.	i. May be located in public right-of-way, but shall maintain 4 ft clear pedestrian area on sidewalks and be setback 4 feet from the back of curb. ii. No closer than 20 ft. from another such sign	6 sq ft per side	4 ft from ground level to top of sign	1 per business
Other signs	See Section 52-25.E			

Section 52-25. Additional Requirements for Sign Types that Require a Permit.

A. Monument Signs.

- i. The total area, including the sign and all supporting structure components for monument signs, shall be limited to no more than three times the size of the sign surface display area of the sign.
- ii. Unless a monument sign is mounted on a natural feature, such as a boulder, the monument sign shall have a minimum twelve (12) inch high base, constructed of clay brick or integrally colored concrete brick, stone, marble, decorative metal or other similar masonry materials.
- iii. The street number must be affixed on the sign face or on the supporting structure of monument signs and must be kept visible from the adjacent street. Street numbers must use minimum eight (8)-inch tall letters or characters. The street number does not count toward the total sign display area.
- iv. The minimum height of all letters and numbers on a monument sign shall be as follows:

Posted Roadway Speeds	Minimum Letter and Number Height
45 mph or greater	6 inches
30-40 mph	4.5 inches
25 mph or less	3 inches

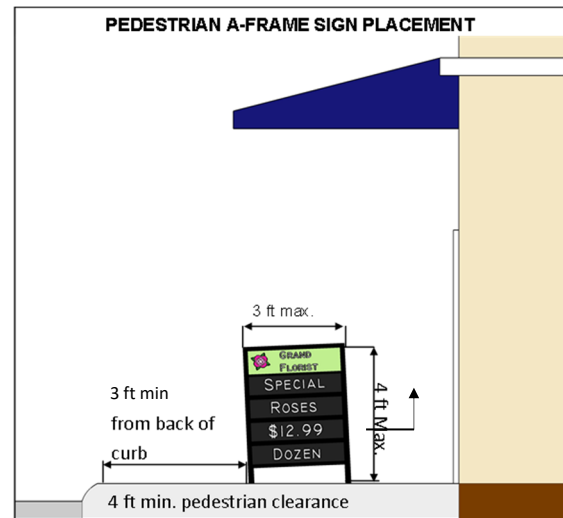
The height of letters and numbers on an incidental message or within a logo may be less than stated above, provided the primary message meets the above standards. In no case shall letters or numbers less than the above standards comprise more than ten percent of the total sign area.

B. Wall Signs.

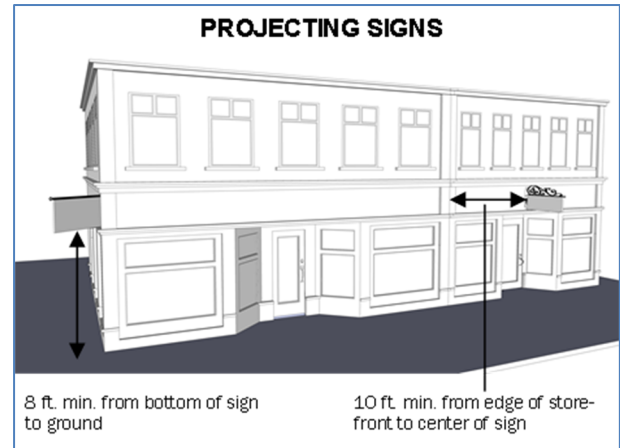
- i. Wall Signs shall be flush-mounted, shall not be mounted on the roof of any building and shall not project above the roofline. Wall Signs shall not cover any portion of a wall opening. Wall Signs shall not project beyond the top or ends of the wall to which they are attached; however, letters may extend beyond the top and in front of the advertising structure. Wall Signs shall not protrude more than twelve (12) inches measured from the wall to which it is attached.
- ii. Wall Signs shall be safely and securely attached to structural members of a building by means of metal anchors, bolts, or expansion screws. All wall sign anchoring devices shall meet the standards of the City Building Code. No nails, tacks, or wires shall be permitted to protrude from the front of any sign.
- iii. Wall Signs shall not exceed a width of more than two-thirds of the subject building frontage.
- iv. Any building or sign damage created due to the removal or replacement of a wall sign must be repaired.
- v. Wall Signs are not allowed on property used for single-family or duplex residential purposes.
- vi. Wall Signs shall not be painted directly on a building.

C. Temporary Pedestrian or A-Frame Signs:

- i. A-Frame Signs shall be permitted in the following districts: MX and Village Center Districts.
 - ii. The area of the A-frame sign shall not exceed six (6) square feet per side or a total of 12 sq ft total.
 - iii. One (1) such sign shall be permitted per customer entrance or per on-site business, whichever is less.
 - iv. The sign height of the sign structure shall be no greater than four (4) feet and the width shall be no greater than three (3) feet.
 - v. The sign shall not be illuminated in any manner.
 - vi. The sign shall be located a minimum of three (3) feet from the back of street curb and it shall not be located in a manner as to interfere with vehicular or pedestrian traffic flow or visibility. A four (4) ft minimum pedestrian clearance area is required.
 - vii. The sign is permitted only during operating business hours or from the hours of 6:00am to 10:00pm, whichever is less, and must be stored inside when the establishment is not open to the general public.
 - viii. A-Frame signs shall be spaced a minimum of 20 feet apart.
 - ix. The sign must be professionally constructed of weather-proof, durable material, and kept in good repair.
 - x. The sign shall have a black or silver/gray frame. Changeable message panels shall be either professionally printed or white changeable letters shall be used on a black or dark color background. A "blackboard-style" message area, similar to those used for daily restaurant specials, may all be used for all or a portion of the sign area.
 - xi. The signs shall not be illuminated, nor shall they contain moving parts, or have balloons, windsocks, pinwheels, streamers, pennants, or similar adornment attached to them.
- D. Projecting Signs.** Projecting signs are for the primary benefit of pedestrians and are encouraged to be decorative in design. Such signs shall only be permitted under the following provisions:
- i. Projecting signs shall only be permitted in the MX and Village Center districts.
 - ii. Projecting signs shall be placed on the sign band, when provided, unless a wall sign prohibits placement there.



- iii. Projecting signs shall be a minimum of 8 feet above ground level, shall be placed no closer than 20 feet from another projecting sign (measured center of sign to center of sign), shall be no taller than 4 feet above the bottom edge of the projecting sign, shall be no greater than 16 square feet in area, and shall project no farther than 4.5 feet from the façade.
- iv. Projecting signs shall be placed no closer than 10 feet to the horizontal edge of the storefront façade associated with the subject establishment provided; however, that this subsection shall not apply to the corner portion of a corner building.
- v. Projecting signs shall have a maximum depth (thickness) of 2 feet; however, up to 33 percent of the sign may be up to 4 feet thick in order to provide for creative sign design.
- vi. Support structures for projecting signs shall be constructed of a material and color to match the sign and complement the building.



E. Other Signs.

- i. ~~Outline Tubing~~Electronic Window Sign: ~~Outline tubing~~Electronic window signs are limited to two square feet and ~~two~~one per business.
- ii. ~~Parking of Vehicles Displaying Signs.~~ Mobile signs are prohibited. Commercial vehicles and trucks 1) displaying signs that are typically found on said vehicles and 2) that have a primary function of carrying goods or people, not advertising, may be permitted to park on the site of the principal use provided parking shall be in a rear or interior side yard.

F. Temporary Signs. Temporary signs shall be permitted as follows:

52-25 F. Maximum Area per Sign Face, Maximum Height, and Allowed Type of Temporary Signs				
District	Permitted Types	Maximum Area of All Temporary Signs by Type	Maximum Area of Any Individual Sign	Maximum Height (Freestanding)
(1) Residential (no permits required)	Freestanding	24 square feet, except that an additional 6 square feet of signage is permitted when a property is available for sale or lease.	6 square feet	5 feet

	Wall ¹	3 square feet per building in single family residential districts; 12 square feet per building in multiple family residential districts.	3 square feet in single family districts; 12 square feet per building in multiple family residential districts	
(2) Non-Residential	Freestanding	32 square feet, except that an additional 12 square feet of signage is permitted when a property is available for sale or lease.	32 square feet	6 feet
	Wall ¹	20 square feet	20 square feet	

¹The display period for temporary wall signs shall be limited to a total of twenty-eight (28) days per calendar year. Such signs shall not be displayed for any continuous period greater than fourteen (14) days. After this time expires, the sign shall be removed. See Section 52-27 for permit requirements.

- i. Freestanding temporary signs shall be setback five feet from all property lines. The maximum display time of freestanding temporary signs is 65 days. After this time expires, the sign shall be removed. Once the temporary sign is removed, there shall be a gap of at least thirty (30) days between display of the same temporary sign on the same zoning lot.
- ii. Notwithstanding the above, 3 square feet of temporary freestanding or temporary wall sign area is allowed on each zoning lot at any time and without expiration of display time. The area of this sign is counted towards the area maximum in Table 8.A.
- iii. When all or a portion of a building or land area on a zoning lot is listed or advertised for sale or lease, the maximum display time for temporary signs shall be the duration the building, building unit or land is listed or advertised for sale or lease. Once a building unit is leased or sold, the sign shall be removed if it has been displayed for more than 65 days. In all cases, the sign area limits in the Table 8.A. shall apply.
- iv. Temporary signs shall be constructed of durable, all-weather materials and designed to remain in place and in good repair so long as they remain on display; provided, however, that each zoning lot may have one temporary freestanding sign up to three square feet constructed of any non-illuminated material. All temporary freestanding signs larger than six square feet shall have a frame or rigid border.
- v. Temporary signs shall be subject to the maintenance standards of this section.

52-26 Signs Not Requiring a Permit.

- A. Changing advertising copy on an approved sign

- B. Painting, repainting, cleaning and other normal maintenance and repair of a sign or a sign structure.
- C. **Traffic control signs on private property**, such as "Stop," "Yield," restricted parking, and similar signs, the face and size of which meet traffic engineering standards.
- D. **House number signs**. A sign bearing the house number shall not exceed two square feet in area and shall be illuminated only by the reflector method, placed behind the building line and erected so that the light source is not visible from outside the premises.
- E. **Signs** up to one per non-residential driveway, limited to two square feet per sign and a maximum height of two and one-half feet.
- F. Signs up to two (2) square feet, limited to one for each occupant of a multi-tenant building at each entrance.
- G. **Window signs**. Window signs shall be permitted for non-residential uses. Window signs, both electronic and non-electronic, on a building side shall not exceed ten (10) percent of the total glass area on that side of the building and on the floor where the sign will be located. Window signs shall include permanent and temporary decals and static vinyl clings that are visible from the exterior. Such signs shall be calculated on the full extent of the graphic representation, regardless of its opacity.
- H. **Flags**: Flags of any country, state, municipality or similar entity shall be displayed on a flagpole or similar support, setback a minimum of 5 ft from any property line. The maximum height shall not exceed 30 feet. The total number of flags on any lot shall not exceed four (4).

Section 52-27 Permitting - Sign Permit Application Requirements.

- A. Sign permits shall be issued by the Planning and Zoning Administrator or his/her designee upon approval of a written application. Where electrical permits are required, they shall be obtained at the same time as the sign permit.
- B. The permit application shall identify the following:
 - i. Name and address of the sign owner and the property owner
 - ii. Name and address of the person who will erect the sign
 - iii. Location of the sign
 - iv. Drawing in color showing design, size, height, materials
 - v. Topography of land in the parcel
 - vi. Any other pertinent information the Administrator may require to ensure compliance with the ordinances of the City.
 - vii. Fees for sign permits shall be set by the City Council.
 - viii. A sign permit shall expire if the sign for which the permit was issued has not been erected within six (6) months of issuance of the permit.
 - ix. All plans shall address the removal of all previously installed signage and repairs to mounting surfaces impacted by previous mountings.
- C. The Planning and Zoning Administrator or his/her designee shall consider and deny, approve, or approve with conditions, all sign applications for which an application is made and a review fee is

paid. The Planning and Zoning Administrator may initiate a review by the Downtown Development Authority, if the site falls within the DDA district.

Section 52-28 Prohibited Signs. The following signs are prohibited:

- A. Add-on signs
- B. Animated signs
- C. Beacon lights
- D. Banners (except street banners advertising community/special events)
- E. Feather and flutter signs
- F. Festoons
- G. Inflatable signs
- H. Mirrors or mirrored signs
- I. Moving signs
- J. Obsolete signs
- K. Pennants
- L. Pole signs
- M. Roof signs
- N. Snipe signs

Section 52-29 Non-conforming Signs

- A. A non-conforming sign may remain as long as the sign is properly maintained and not detrimental to the health, safety and welfare, except as provided in subsection F, Amortization, below.
- B. If the property upon which the sign is located is vacant and the previous use is abandoned, the entire sign (including above-ground base, height, poles, size, wires, panels and any other element) shall be removed within 30 days of the property becoming abandoned.
- C. A non-conforming sign shall not:
 - i. Be relocated, expanded or changed, except as to periodic message changes.
 - ii. Be structurally altered so as to prolong the life of the sign or to change the shape, size, type, placement or design of the sign.
 - iii. Be altered or repaired after being damaged if the repair or the re-erection of the sign would cost more than fifty percent (50%) of the cost of a similar sign.
- D. For the purpose of this Section of the Ordinance, the terms "altered", "repaired", "changed" and "expanded" shall not include normal maintenance, reducing the copy area, changing copy, changing ornamental molding, frames or other such features or landscaping below the copy area, installing or changing electrical wiring.

- E. If a property line, easement or right-of-way line is altered that affects the setbacks required by this Ordinance, the owner of the sign, building or property shall either (1) remove the non-conforming sign, (2) conform with this Ordinance, or (3) apply for a variance.
- F. Amortization. Any existing sign that does not comply with all of the provisions of this Article 2, Sign Ordinance, on the effective date of the ordinance:
 - i. Shall not be changed to another type of sign which is not in compliance with this chapter.
 - ii. Shall not be structurally altered so as to prolong the life of the sign or so to change the shape, size, type, or design of the sign.
 - iii. Shall not have its face or faces changed unless the sign is brought into conformance with the requirements of this chapter, or unless the sign is an off-premises sign or billboard constructed to permit a change of face.
 - iv. Shall not be re-established or otherwise used, after the activity, business or usage to which it relates has been discontinued for a period of 90 days or longer.
 - v. Shall not be re-established after damage or destruction if the estimated expense of reconstruction exceeds 50% of the appraised replacement cost as determined by the building official.
 - vi. Shall not ever be placed, maintained, or displayed by someone other than the person who owned the premises on the date of adoption of the ordinance from which this chapter is derived.
 - vii. Shall not be placed, maintained, or displayed by any person or entity on or after December 31, 2025~~0~~.

Section 52-30 Maintenance.

- A. Damaged or Abandoned Signs.
 - i. Signs which are broken, torn, bent or whose supports are broken, bent or damaged, and signs that are not reasonably level and plumb shall be repaired and installed in a manner prescribed by the Enforcement Officer and / or Building Official, but in no case shall repair requirements exceed building code requirements and the original condition of the sign and/or its supports.
 - ii. Abandoned signs shall be removed or put into service. Removal of such signs shall include removal of the poles and/or supports.
- B. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Code. Failure to comply with this section may result in action by the Enforcement Officer or Building Official to rescind the permit with subsequent removal of the entire structure.
- C. A sign shall have no more than 20 percent of its surface area covered with disfigured, cracked, ripped or peeling paint, poster paper or other material for a period of more than 30 successive days.
- D. A sign shall not stand with bent or broken sign facing, with broken supports, with loose appendages or struts, or more than 15 degrees from vertical for a period of more than 30 successive days, unless determined by the Building Official to pose a safety hazard, in which case immediate action may be required.

- E. A sign shall not have weeds, trees, vines, or other vegetation growing upon it, or obscuring the view of the sign from the public right-of-way from which it is to be viewed, for a period of more than 30 successive days.
- F. An internally illuminated sign shall not be allowed to stand with only partial illumination for a period of more than 30 successive days.

Section 52-31 Enforcement

- A. The Building Department, Police Department or agent(s) designated by the City shall remove a sign immediately and without notice if the condition of the sign presents an immediate threat to public health, safety or welfare, with all costs to remove assessed against the responsible person.
- B. The Building Department, Police Department or agent(s) designated by the City shall remove a temporary or movable sign if it violates the terms of this ordinance.
- C. In addition, the enforcement and penalty provisions of the Zoning Ordinance apply to signs.

Section 52-32 Appeals & Variances

- A. An appeal may be taken to the city zoning board of appeals by a person aggrieved, or by an officer, department, board, or bureau of the city. An appeal shall be taken within a time as shall be prescribed by the board by general rule, by the filing with the officer or body from whom the appeal is taken and with the board of a notice of appeal specifying the grounds for the appeal. The officer or body from whom the appeal is taken shall immediately transmit to the board, all the papers constituting the record upon which the action appealed from was taken.
- B. Effect of appeal. An appeal stays all proceedings in furtherance of the action appealed from unless the officer or body from whom the appeal is taken certifies to the board, after the notice of appeal is filed, that by reason of facts stated in the certificate, a stay would in the opinion of the officer or body cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board or by the circuit court, on application, on notice to the officer or body from whom the appeal is taken and on due cause shown.
- C. Hearings and notices. The board shall fix a reasonable time for the hearing of the appeal and give due notice of the appeal to the persons to whom real property within 300 feet of the premises in question is assessed, and to the occupants of single- and two-family dwellings within 300 feet, the notice to be delivered personally or by mail addressed to the respective owners and tenants at the address given in the last assessment roll. If a tenant's name is not known, the term "occupant" may be used. Upon the hearing, a party may appear in person or by agent or by attorney. The board shall decide the appeal within a reasonable time.
- D. Board decisions. The board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and shall make an order, requirement, decision, or determination as in its opinion ought to be made in the premises, and to that end shall have all the powers of the officer or body from whom the appeal is taken.

- E. Practical difficulties or unnecessary hardship. Where there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of this chapter, the board may in passing upon appeals vary or modify its rules or provisions relating to the construction, or structural changes in, equipment, or alteration of buildings or structures or the use of land, buildings or structures, so that the spirit of this chapter shall be observed, public safety secured, and substantial justice done.
- F. Finality of decisions. The board is empowered to grant rehearings on any appeal for any of the reasons authorizing relief from a judgment or order of the circuit courts of this state. Subject to this provision, board decisions shall be final, and subject only to judicial appeals as provided by law. In the event of a judicial appeal, the board shall comply with any judicial orders any may take any action authorized by law pursuant thereto.

Section 52-32. Liability insurance.

- A. Liability insurance for signs. If any monument or wall sign is suspended over the right-of-way of a public street or property, or if the vertical distance of such sign above the street is greater than the horizontal distance from the street, as to be able to fall or be pushed onto public property, then the owner of such sign shall keep in force a public liability insurance policy, approved by the city attorney, in the amounts set by resolution of the city council. The policy shall indemnify the owner from all damage suits or actions of every nature, brought or claimed against the owner, for or on account of injuries or damages to persons or property received or sustained by any person through any act of omission or negligence of the owner, his/her agents or employees regarding such sign.
- B. Liability insurance for sign erectors. Every person, before engaging in or continuing in the business of erecting, repairing or dismantling signs, boards or other display signs in the city, shall first furnish the city a public liability insurance policy approved by the city attorney, in the amounts set by resolution of the city council. The policy shall indemnify the erector from all damage suits or actions of every nature brought or claimed against the erector for or on account of injuries or damages to persons or property received or sustained by any person through any act of omission or negligence of the erector, his/her agents or employees in the erection, repair or dismantling of any sign, board or other display sign. The policy shall contain a clause whereby the policy cannot be cancelled until after a written notice of intention to cancel has been filed with the city clerk at least ten days prior to the date of cancellation. The policies shall be renewed annually on or before the first day of May of each year and certificates of renewal or new policies shall be filed with the city clerk.

PART 2.

If any section, paragraph, sentence, clause and/or phrase of this Ordinance or the application thereof is declared unconstitutional, unenforceable or invalid by the valid judgment of any court of competent jurisdiction such unconstitutionality, unenforceability or invalidity shall not affect any of the remaining

sections, paragraphs, sentences, clauses and/or phrases of this Ordinance, since the same would have been enacted by the City of Lathrup village without the incorporation in this Ordinance of any such unconstitutional, unenforceable or invalid section, paragraph, sentence, clause or phrase. To this end, the provisions of this Ordinance are hereby declared severable.

PART 3.

All other Ordinances, or any parts thereof, which are in conflict with the provisions of this Ordinance, are hereby repealed. To the extent that any provision or provisions of this Ordinance are inconsistent or in conflict with any other provision of the Code of Ordinances or any regulation of the City, the provisions of this Ordinance shall be deemed to control.

PART 4.

This Ordinance shall become effective upon final adoption and publication of the same in the manner prescribed by law.

This Ordinance was introduced on _____, by _____; Notice of Public Hearing was published on _____. A Public Hearing was held, the title having been read and the Ordinance considered, on motion to adopt by _____, seconded by _____, a record vote was taken and the following result was had:

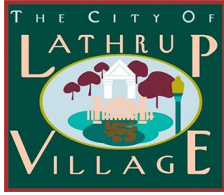
YEA:

NAY:

ABSENT:

WHEREUPON, the presiding officer declared the above Ordinance duly adopted on the _____ day of _____.

ATTEST:



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

TO: Mayor & City Council
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: Chicken Ordinance Amendment

Background Brief: During the July 7 Study Session, the topic of increasing the number of hen chickens per residential property was discussed. After a thorough discussion, there was consensus among the Council to move forward with increasing the number of allowable hen chickens to six (6) and increasing the coop/pen maximum square footage.

With input from MSU Extension, the recommended increase in coop/pen square footage is from 80 to 140 square feet.

There is one (1) active chicken permit on record with the City. There have been no chicken-related complaints over the past year.

Previous Action: 7/21/25 – First Reading

Economic Impact: N/A

Recommendation: I recommend adopting the enclosed ordinance.

Recommended Motion:

Moved by Council Member _____ seconded by Council Member _____
 to adopt Ordinance #2025-04 – An Ordinance to amend Chapter 10. Animals, by amending Article IV. Chickens, Section 10-131. Number Limits, and Section 10-132. Structure.

Kelly Garrett
 Mayor

Bruce Kantor
 Mayor Pro-Tem

Jalen Jennings
 Council Member

Jason Hammond
 Council Member

Maria Mannarino
 Council Member

ORDINANCE NO. 2025-04

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

**AN ORDINANCE TO AMEND THE CITY OF
LATHRUP VILLAGE CODE OF ORDINANCES AT
CHAPTER 10. ANIMALS, BY AMENDING ARTICLE IV. CHICKENS,
SECTION 10-131. NUMBER LIMITS, AND
SECTION 10-132. STRUCTURE AS FOLLOWS:**

THE CITY COUNCIL OF THE CITY OF LATHRUP VILLAGE ORDAINS:

PART I. TITLE.

This Ordinance shall be known as the “Chicken Ordinance Amendment”.

PART II. ORDINANCE AMENDMENT.

That Chapter 10. Animals, Article IV. Chickens, Section 10-131. Number limits and Section 10-132. Structure of the City of Lathrup Village Code of Ordinances is hereby amended to read as follows in its entirety:

Sec. 10-131. Number limits.

A person residing in R-1 or R-3 residential zoned district property, in a single-family detached structure who keeps hen chickens shall comply with all of the following requirements:

1. Keep no more than ~~three~~ six (6) hen chickens at any time.
2. Roosters or male chickens and any other type of fowl or poultry are prohibited.

Sec. 10-132. – Structure.

(a) Chickens shall be maintained in a fully enclosed structure or a fenced enclosure and shall be kept in the enclosed structure or fenced enclosure at all times. Fenced enclosures are subject to all fence provisions of Section 5.1 of the Lathrup Village Zoning Code with the exception that the material used may be chicken wire. An enclosed structure shall be constructed of permanent materials and shall be properly maintained in accordance with the property maintenance code adopted by the city in Section 14-152 of the Lathrup Village Code, as amended.

(b) Chicken “coop” will be considered an accessory structure and must meet all requirements of Lathrup Village Zoning Ordinance Sec. 3.7, except that the structure need not be on a concrete foundation slab. Prior to construction an approved Accessory Structure Permit must be on file with the Building and Code Enforcement Department. Permit Application shall include any structural or plat drawings or other information required by the

department. The department shall issue a permit where the application is in compliance with all requirements, regulations and ordinances of the city.

(c) The accessory use, coop and pen shall be designed to provide safe and healthy living conditions for chickens while minimizing adverse impacts on other residents and the neighborhood. The coop and pen shall meet the following additional requirements:

- (1) The coop and pen shall be setback a minimum of ten feet from all property lines of adjacent property and be located a minimum of 30 feet from the nearest wall of any adjacent dwelling. No enclosed structure shall be located within any side or rear yard setback area. An enclosed structure or fenced enclosure shall not be located closer than ten feet to any residential structure on an adjacent parcel.
- (2) The coop and pen shall be a maximum of six feet in height and shall not exceed a total of ~~80~~ 140 square feet.
- (3) The use of corrugated metal/fiberglass, sheet metal, plastic tarps, scrap lumber or similar materials is prohibited. The coop and pen must be completely enclosed with a top and/or cover.
- (4) The coop and pen shall have a rat wall or similar block foundation to prevent burrowing animals from gaining access.

(d) All structures and enclosures for the keeping of chickens shall be constructed and maintained so as to prevent rats, mice, or other rodents or vermin from being harbored underneath or within the walls of the structure or enclosure in compliance with Section 10-6 and 10-7 of the Lathrup Village Code.

(e) All feed and other items associated with the keeping of chickens likely to attract rats, mice, or other rodents or vermin shall be secured and protected in sealed containers.

PART III. REPEALER.

This ordinance repeals any ordinances in conflict thereof.

PART IV. SEVERABILITY.

If any section, subsection, clause, phrase, or portion of this article is for any reason held invalid by a court of competent jurisdiction, such portion shall be deemed a separate and distinct provision, and such holding shall not affect the validity of the remaining portions.

PART V. SAVINGS.

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force where they commenced.

PART VI. EFFECTIVE DATE.

This Ordinance shall be published in the manner required by law and shall become effective ten (10) days after the date of its publication. A copy of the ordinance shall also be made available for public use and inspection in the office of the City Clerk.

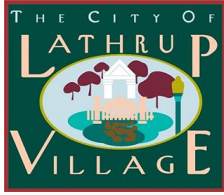
MADE, PASSED AND ADOPTED BY THE CITY COUNCIL, CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MICHIGAN THIS ____ DAY OF _____, 2025.

Alisa Emanuel, City Clerk
Date of Introduction: July 21, 2025
Date of Adoption: _____, 2025
Date of Publication of _____
Notice of Adoption: _____, 2025

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing is a true and complete copy of the ordinance passed at a meeting of the City of Lathrup Village held on the ____ day of _____, 2025.

Alisa Emanuel, City Clerk



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

TO: Mayor & City Council
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: Rental Ordinance Amendment

Background Brief: Over the past few months, the City has discussed updating its rental ordinance, specifically related to short-term rentals (STR).

Ordinance #2025-05 updates definitions to include STR and adds the requirement that all rental units have a local contact person.

Previous Action: 7/21/25 – First Reading

Economic Impact: N/A

Recommendation: I recommend adopting the enclosed ordinance.

Recommended Motion:

Moved by Council Member _____ seconded by Council Member _____
 to adopt Ordinance #2025-05 – An Ordinance to amend Chapter 18. Businesses, Article IV. Landlords and Tenants, Section 18-181 Definitions, Section 18-184 Rental Licenses.

Kelly Garrett
Mayor

Bruce Kantor
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

Maria Mannarino
Council Member

ORDINANCE NO. 2025-05

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

**AN ORDINANCE TO AMEND THE CITY OF
LATHRUP VILLAGE CODE OF ORDINANCES AT
CHAPTER 18. BUSINESSES, ARTICLE IV. LANDLORDS AND TENANTS,
SECTION 18-181 DEFINITIONS AND SECTION 18-184 RENTAL LICENSES.**

THE CITY COUNCIL OF THE CITY OF LATHRUP VILLAGE ORDAINS:

PART I. TITLE.

This Ordinance shall be known as the “Landlord and Tenants Ordinance”.

PART II. ORDINANCE AMENDMENT.

Chapter 18. Business, Article IV. Landlord and Tenants, Section 18-181. Definitions and Section 18-184. Rental Licenses of the City of Lathrup Village Code of Ordinances is hereby added to read as follows in its entirety:

ARTICLE IV. LANDLORD AND TENANT

Sec. 18-181. Definitions

For the purpose of this article, the words set forth in each section shall have the following meanings:

Enforcing officer or enforcing agent means the Lathrup Village Building Official.

Landlord means the owner or lessor of the rental unit or property of which the rental unit is a part and in addition means a person authorized to exercise any aspect of the management of the premises.

Leasing or renting means providing property to a person or entity for any period of time in exchange for monetary remuneration or other benefit **with the exception of residential rentals for a period of less than 30 days at a time, which are regulated under Article VII of this Chapter.**

Rental unit or premises means a structure or part of a structure used as a home, residence, or sleeping unit by a person(s), or other grounds, or other facilities or area promised for the use of a residential tenant and includes, but without limitation apartment units, boarding houses, rooming houses, mobile

homes, and single and two-family dwellings. It also includes office and commercial structures used for office or commercial purposes.

Short-Term Rental or STR. A residential dwelling unit, or portions thereof, that is available and licensed and used for accommodations or lodging of guests, paying a fee or other compensation, for a period of less than 30 days at a time when the owner of the single family dwelling unit does or does not reside in the dwelling unit during the rental period and is not a bed and breakfast, hotel, motel, or public lodging house.

Tenant or occupant means a person who occupies a rental unit or property for residential purposes with the landlord's consent for an agreed upon consideration.

Sec. 18-184. Rental licenses.

(a) All rental units must be licensed during any period of occupancy. Rental licenses are not transferable between landlords or rental units.

(b) All rental units must have a Local Contact Person:

- (1) Each owner of a short-term rental must designate a responsible local agent who has access and authority to assume management of the unit and take remedial measures;
- (2) The owner or responsible local agent of the short-term rental shall be always available by telephone and must be physically located within 30-miles of the property in the event of an emergency or issue that requires immediate attention. This information shall be updated by the license holder immediately if it changes;

(c) The following approvals must be obtained by the landlord in order to obtain a rental license:

- (1) The building official shall determine that the rental unit under application has been inspected and approved within the past 24 months as in compliance with the various codes appropriate to property maintenance and construction trades, as codified in chapter 14 of the Lathrup Village Municipal Code, and, that the mechanical system has been checked and certified by a licensed mechanical contractor that the system is in safe and proper working order according to the applicable code. A building approval that has been issued within the past twenty-four months does not restrict the official from requiring additional inspections as permitted by the chapter 14 codes, or when there is a complaint or other probable cause to suspect that a violation or violations of any code or section of this article may exist.
- (2) A building official shall determine whether the structure(s) and uses comply with, or are exempt from, the city zoning requirements. All rental units shall

comply with the city zoning ordinance or obtain a determination of lawful nonconformity from the building official or zoning board of appeals, as provided for in the zoning ordinance.

- (3) Fire marshal approval shall be required for commercial structures and those residential uses regulated by the National Fire Prevention Code.
- (4) Water department approval shall be required, certifying that the water account for the structure is not delinquent.
- (5) City treasurer approval shall be required, certifying that the property taxes for the parcel in question are not delinquent.

(d) Upon a finding of compliance with the provisions hereof and payment of the required fees a license shall be issued.

(e) At any time, that a finding is made by the enforcing agency that a condition exists which would constitute a hazard to health or safety, No license shall be issued and a license issued shall be suspended and an order to comply with this article shall be issued immediately and served upon the owner in accordance with section 18-196. On reinspection and proof of compliance, the order shall be rescinded and a license issued or reinstated.

PART III. REPEALER.

This ordinance repeals any ordinances in conflict thereof.

PART IV. SEVERABILITY.

If any section, subsection, clause, phrase, or portion of this article is for any reason held invalid by a court of competent jurisdiction, such portion shall be deemed a separate and distinct provision, and such holding shall not affect the validity of the remaining portions.

PART V. SAVINGS.

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force where they commenced.

PART VI. EFFECTIVE DATE.

This Ordinance shall be published in the manner required by law and shall become effective ten (10) days after the date of its publication. A copy of the ordinance shall also be made available for public use and inspection in the office of the City Clerk.

MADE, PASSED AND ADOPTED BY THE CITY COUNCIL, CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MICHIGAN THIS ____ DAY OF _____, 2025.

Alisa Emanuel, City Clerk

Date of Introduction: _____, 2025

Date of Adoption: _____, 2025

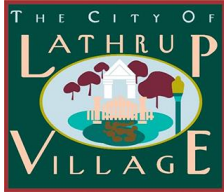
Date of Publication of

Notice of Adoption: _____, 2025

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing is a true and complete copy of the ordinance passed at a meeting of the City of Lathrup Village held on the ____ day of _____, 2025.

Alisa Emanuel, City Clerk



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

TO: Mayor & City Council
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: Short Term Rental Ordinance

Background Brief: Over the past few months, the City has discussed updating its ordinances to include a specific section related to Short-Term Rentals (STR).

Ordinance #2025-06 adds a new article to the existing business ordinance and provides the licensing and regulation details for STRs within the City.

Previous Action: 7/21/25 – First Reading

Economic Impact: N/A

Recommendation: I recommend adopting the enclosed ordinance.

Recommended Motion:

Moved by Council Member _____ seconded by Council Member _____
 to adopt Ordinance #2025-06 – An Ordinance to amend Chapter 18. Businesses, by adding a new Article VII. Short-Term Rentals, to provide for the licensing and regulation of short-term rentals.

Kelly Garrett
Mayor

Bruce Kantor
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

Maria Mannarino
Council Member

ORDINANCE NO. 2025-06

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

**AN ORDINANCE TO AMEND THE CITY OF
LATHRUP VILLAGE CODE OF ORDINANCES AT
ARTICLE 18. BUSINESSES, BY ADDING A NEW ARTICLE
ARTICLE VII. SHORT-TERM RENTALS, TO PROVIDE FOR
THE LICENSING AND REGULATION OF SHORT-TERM
RENTALS IN THE CITY OF LATHRUP VILLAGE**

THE CITY COUNCIL OF THE CITY OF LATHRUP VILLAGE ORDAINS:

PART I. TITLE.

This Ordinance shall be known as the “Short-Term Rental Ordinance”.

PART II. ORDINANCE AMENDMENT.

Chapter 18. Business, Article VII. Short-Term Rental, of the City of Lathrup Village Code of Ordinances is hereby added to read as follows in its entirety:

ARTICLE VII. SHORT-TERM RENTALS

Sec. 18-400. PURPOSE.

The purpose of this Article is to protect and promote the health, safety and welfare of the residents of the City of Lathrup Village, as well as those visiting the area, by requiring the licensing of short-term rentals within the City. It is also the intent of this Article to provide regulations to preserve and maintain the residential communities within the City and to ensure that the short-term rental activity permitted resembles the existing and traditional residential uses made by resident owners and lessees.

Sec. 18-401. APPLICABILITY.

This article applies to all residential dwelling units in the City of Lathrup Village where the dwelling unit is rented for a period of less than 30 days at a time during a calendar year, and where the owner does not reside during the rental period. All requirements, regulations and standards imposed by this article are intended to apply in addition to any other applicable requirements, regulations and standards imposed elsewhere in other ordinances of the City, including the Zoning Code. Further, this article does not affect additional requirements placed on use of property imposed by deeds, restrictive covenants, associations rules or bylaws, or rental agreements.

Sec. 18-402. DEFINITIONS.

Unless otherwise specified herein, the terms used in this article shall be defined as follows:

Bedroom. Shall mean a separate room with a door, closet, and window that is used or intended to be used specifically for sleeping purposes, has a minimum horizontal distance in any direction of 7 feet, and not a room by design intended to serve another purpose such as a kitchen, dining area, den, family rooms, or living rooms.

Building Official. Shall mean the person, or his or her designee, appointed as chief administrator of building and construction codes, permits and accepted construction procedures within the City of Lathrup Village. For the purpose of this Article, a Building Official designee may include a professional entity or person which is in the business of performing building inspections.

Maximum Occupancy. The maximum number of allowable occupants and the guests of those occupants for a short-term rental, as established in Section 18-417 of this Article.

Non-Residential Short Term Rental Unit. Any home, unit, apartment, condominium, or similar residential building used for a Short-Term Rental Unit that is not the Owner's principal residence.

Occupant. An occupant or renter of a short-term rental pursuant to a rental agreement. The term "occupant" as used herein does not include guests of the occupant or renter who are visiting outside quiet hours.

Owner. The person or entity that holds legal or equitable title to the property (or portion thereof) used as a Short-Term Rental.

Parking space. An onsite designated parking area legally available to the dwelling unit for overnight parking of a motorized vehicle or trailer.

Premises. Means the site upon which a short-term rental unit or structure is located including, but not limited to, yards, walkways, driveways, patios, decks, accessory structures, fences and landscaping.

Residential Short Term Rental Unit. Any home, unit, apartment, condominium, or similar residential building used for a Short-Term Rental Unit that is the Owner's principal residence.

Responsible Local Agent. Means a person or representative of an individual, a corporation, partnership, firm, joint venture, trust, association, organization or other entity having his or her place of residence within 20 miles of the property and designated by the property owner as

responsible for operating such property in compliance with the ordinances adopted by the Village. All official notices of the Village may be served on the responsible local agent, and any notice so served shall be deemed to have been served upon the owner of record.

Short-Term Rental or STR. A residential dwelling unit, or portions thereof, that is available and licensed and used for accommodations or lodging of guests, paying a fee or other compensation, for a period of less than 30 days at a time when the owner of the single family dwelling unit does or does not reside in the dwelling unit during the rental period and is not a bed and breakfast, hotel, motel, or public lodging house.

Short-Term Rental Structure. Shall mean any building containing one or more short-term rental units, including any common areas accessible to occupants of all short-term rental units within the building, restricted or non-accessible portions of the structure and the building exterior.

Short-Term Rental Unit. Shall mean distinct individual living quarters within a building intended for occupancy by a person or persons other than the owner and the family of the owner, and for which a remuneration of any kind is paid.

Special Events. In association with a short-term rental, a wedding, outdoor party, family reunion, or similar gathering that exceeds the maximum number of occupants allowed under the short-term rental license.

Sec 18-403. LICENSE REQUIRED.

An owner of any dwelling located within the City of Latrup Village shall not rent, or allow to be rented, a dwelling unit to another person for less than 30 days at a time, unless the owner has obtained a short-term rental license for that dwelling unit in accordance with the requirements of this Article.

Sec 18-404. APPLICATION FOR SHORT TERM RENTAL LICENSE.

A. It shall be the responsibility of the owner of a short-term rental to apply for a license through the submission of a short-term rental license application.

B. An application for registration of a short-term rental unit shall be made in such form and in accordance with such instructions as may be provided by the Building Official and shall include at least the following required information prior to receipt of a Short-Term Rental License or license renewal.

- (1) The address of the short-term structure or unit(s);
- (2) The names and addresses of all owners of the STR structure or unit(s);

- (3) The name, address and telephone number of the person authorized to collect rental fees from the individuals occupying the STR structure or unit(s);
- (4) The name, local address and telephone number of the responsible local agent, who shall be available by phone twenty-four (24) hours a day, seven (7) days a week whenever the unit is utilized as a STR;
- (5) The number of STR units in each structure;
- (6) A copy of the recorded deed or land contract, and a copy of any deed restrictions, by-laws, or master deed requirements for every structure or premises;
- (7) Proof of homeowner's and/or liability insurance, in a form acceptable to the City, for limits acceptable to the City.
- (8) A fully completed and signed Short-Term Rental License Application form provided by the City including all the required supplemental documents; and
- (9) No application for initial or renewal license will be accepted if there are past due property taxes, water bills, or any other debts owing to the City on the property described in the license application.

C. The following approvals must be obtained by the landlord in order to obtain a short-term rental license:

- (1) The building official shall determine that the rental unit under application has been inspected and approved within the past **24** months as in compliance with the various codes appropriate to property maintenance and construction trades, as codified in chapter 14 of the Lathrup Village Municipal Code, and, that the mechanical system has been checked and certified by a licensed mechanical contractor that the system is in safe and proper working order according to the applicable code. A building approval that has been issued within the past **twenty-four** months does not restrict the official from requiring additional inspections as permitted by the chapter 14 codes, or when there is a complaint or other probable cause to suspect that a violation or violations of any code or section of this article may exist.
- (2) A building official shall determine whether the structure(s) and uses comply with, or are exempt from, the city zoning requirements. All rental units shall comply with the city zoning ordinance or obtain a determination of lawful nonconformity from the building official or zoning board of appeals, as provided for in the zoning ordinance.

- (3) Fire marshal approval shall be required for commercial structures and those residential uses regulated by the National Fire Prevention Code.
- (4) Water department approval shall be required, certifying that the water account for the structure is not delinquent.
- (5) City treasurer approval shall be required, certifying that the property taxes for the parcel in question are not delinquent.

Sec. 18-405. EXISTING SHORT-TERM RENTAL LICENSING.

All short-term rental structures or units existing as of the effective date of this Article shall be licensed no later than six-months after the effective date of this Article. The City may order licensing prior to that date for any known STR structures or units upon notification to the property owner of record. Such license shall be effective for one year, and it shall be the responsibility of the property owners to renew such STR structure or unit prior to the expiration of the license for each STR structure or unit.

Sec. 18-406. CHANGE IN LICENSE INFORMATION.

The property owner of a short-term rental structure or unit licensed with the City shall renew within 60 days after any change occurs in license information, with the exception that any change of responsible local agent shall be reported to the City within two days of such change. A new owner of a licensed STR structure or unit shall renew the STR structure or unit license as provided in this Article. Renewal license fees shall not apply.

Sec. 18-407. LICENSE RENEWAL.

A property owner shall renew their license every year, prior to the expiration of any existing license. At least 30 days prior to the expiration of any license, the City shall notify the registered owner to renew the short-term rental structure or unit license and to arrange for an inspection if necessary. The property owner shall be responsible for renewing a STR structure or unit license and arranging an inspection prior to the license expiration date. When a STR structure or unit license is renewed in accordance with this Article, it shall have a one year expiration date with the same month and day as shown on the previous license, regardless of the date that the new license is actually issued.

Sec. 18-408. INACCURATE OR INCOMPLETE LICENSE INFORMATION.

It shall be a violation of this Article for a property owner or a responsible local agent to provide inaccurate information for the licensing of STR structures or units or to fail to provide information required by the City for such licensing. In those cases in which the owner is not a natural person, the owner information shall be that of the president, general manager or other chief executive officer of the organization. Where more than one natural person has an ownership interest, the required information shall be provided for each such owner.

Sec. 18-409. REVOCATION

The City Building Official, Code Enforcement Officer, City Fire Officials or City Police Officers may issue a citation or notice for the violation of any provision of the Lathrup Village Code of Ordinances. Failure to comply with such citation or notice and correct any violation within 60 days of issuance may result in the revocation of a STR license.

Sec. 18-410. APPEAL OF DENIAL OF LICENSE OR REVOCATION.

Any property owner whose short-term rental structure or unit license has been denied or revoked may file an appeal to the City of Lathrup Village City Council.

- (a) Upon revocation of any license, founded upon a determination that a short-term rental structure or unit is unfit for human habitation, and after exhaustion of an appeal to the City of Lathrup Village City Council, if one has been made, the owner or operator of the STR structure or unit shall immediately vacate the structure or unit; and no person shall thereafter occupy the structure or unit for sleeping or living purposes until such structure or unit complies with this Article;
- (b) When a short-term rental structure or unit is found to be in violation of the provisions of the ordinances adopted by the City, but determined to be habitable, a vacation order shall not be entered; but the license shall be deemed expired and the STR structure or unit shall be in violation of the terms of this Article.

Sec. 18-411. BASIS FOR INSPECTIONS.

Inspections may be made to obtain and maintain compliance with the standards of this Article based upon one of the following.

- (a) A complaint received by the City indicating that there is a violation of the standards or provisions of the ordinances adopted by the City. Such a complaint shall be supported by documentation, photographs or other evidence of the alleged violation.
- (b) An observation by the City of a violation of the standards or the provisions of the ordinances adopted by the City.
- (c) A report or observation of a short-term rental structure or unit that is unoccupied and unsecured or a STR structure or unit that is fire damaged.
- (d) The need to determine compliance with a notice or an order issued by the City.

- (e) An emergency observed or reasonably believed to exist.
- (f) A request for an inspection by the property owner.
- (g) Requirements of law where a short-term rental structure or unit is to be demolished by the City or where ownership is to be transferred to the City.

Sec. 18-412. COMPLAINT-INITIATED INSPECTIONS.

If an inspection is initiated by a complaint and no violation is found to exist, no inspection fees will be assessed against the owner of the inspected short-term rental structure or unit. If any maintenance issues are discovered, inspection fees may be applied at the discretion of the Building Official.

Sec. 18-413. INSPECTION PROCEDURES.

- (a) If an inspection is scheduled and the owner or responsible local agent fails to appear, an inspection fee shall be assessed against the owner and/or the responsible local agent, even though an inspection could not be performed. Rescheduling of the inspection shall be the sole responsibility of the owner or responsible local agent. No inspection shall be completed until all fees are paid in full;
- (b) A property owner, local agent or occupant shall provide access to his or her short-term rental structure or unit(s) for all inspections. An individual refusing entry shall be notified of the City's authority to inspect the property and that it will take appropriate and necessary action, including but not limited to: issuance of a citation, obtaining a search warrant, posting the short-term rental structure or unit as uninhabitable and/or instituting other legal action as prescribed herein.

Sec. 18-414. INSPECTION CRITERIA.

- (a) The City shall utilize the "International Property Maintenance Code" and other applicable ordinance requirements adopted by the City Council for the City of Lathrup Village, as the established standards for the inspection of all short-term rental structures and units.
- (b) The Building Official shall prepare a standardized checklist of items to be inspected consistent with the standards of the "International Property

Maintenance Code". The checklist shall be available to all short-term rental property owners and tenants prior to an inspection.

- (c) The Building Official shall determine whether the short-term rental structure or unit complies with or are legal non-conforming uses in their zoning district. In the event that a legal non-conformity cannot be established, or an owner disagrees with the findings of the Building Official in regard to non-conformity or proper zoning, an appeal may be made to the City of Lathrup Village City Council.

Sec. 18-415. REINSPECTION.

Where a reinspection must be made to ensure conformity with this Article, there will be charged a separate fee for every inspection when the violation has not been abated or corrected.

Sec. 18-416 . SHORT TERM RENTAL STANDARDS AND REGULATIONS.

All Short-Term Rentals must meet the following standards:

- ~~(a)~~ (a) Only one (1) dwelling unit per parcel shall be leased, subleased, rented or subrented at any given time. All lodging is to be exclusively within the dwelling unit and not in a recreational vehicle, camper, or tent.
- ~~(b)~~ The City of Lathrup Village will limit the number of Short Term Rental Licenses to ~~(X)~~ per calendar year. ~~There are no restrictions on the number of units operated by a single individual.~~
- ~~(c)~~ (b) Local Contact Person:
 - a. Each owner of a short-term rental must designate responsible local agent who has access and authority to assume management of the unit and take remedial measures.
 - b. The owner or responsible local agent of the short-term rental shall be always available by telephone and must be physically located within 30-miles of the property in the event of an emergency or issue that requires immediate attention. This information shall be updated by the license holder immediately if it changes.
 - ~~c. The City will provide the phone number of the responsible local agent to all neighbors within a three hundred (300) foot radius of the subject property boundaries.~~
- ~~(d)~~ (c) This ordinance only applies to all Zoning Districts that allow for single family dwellings, duplex dwelling units, or multiple-family dwellings.

- ~~(e)~~ (d) On-street parking associated with a Short-Term Rental shall be limited to two (2) vehicles and subject to the City's limitation on overnight parking; any additional vehicles shall be parked *entirely on-site, in the garage, driveway or other improved area*.
- ~~(f)~~ (e) Provisions for trash disposal must be provided. Trash must be contained in properly sealed receptacles with no overflow that will be attractive to vermin, and the property should be inspected weekly to ensure the property will be free from rubbish.
- ~~(g)~~ (f) Pets shall be secured on the property or on a leash at all times. Occupants and guests shall abide by the regulations contained in the City of Lathrup Village Code of Ordinances related to household pets and animals.
- ~~(h)~~ (g) Fireworks are not allowed on STR property except in accordance with Sec. 46-82 of the City of Lathrup Village Code of Ordinances.
- ~~(i)~~ (h) Short-term rentals shall be required to maintain operating smoke detectors, carbon monoxide detectors, and fire extinguishers. Evacuation routes shall be posted in a conspicuous location in each bedroom as well as the main gathering space in the house.
- ~~(j)~~ (i) The occupancy for all short-term rentals shall be no more than two (2) occupants per bedroom excluding children under the age of 5 with a maximum occupancy, including children under the age of 5, of 10 occupants. At no time shall additional individuals be allowed to sleep outside of the dwelling unit or in any basement or attic area that does not have legally compliant ingress and egress.
- ~~(k)~~ (j) Guests up to the number equal to the capacity limit of the short-term rental may be allowed only during non-quiet hours listed below.
- ~~(l)~~ (k) Short-term rentals shall observe quiet hours between 10:00 pm and 8:00 am Sunday through Thursday and between 11:00 pm and 8:00 am Friday, Saturday, and Federal Holidays. Noise during quiet hours must be limited to that which does not disturb the quiet, comfort or repose of a reasonable person of normal sensitivities.
- ~~(m)~~ (l) Special events, as defined by this Article, shall not be allowed.
- ~~(n)~~ (m) The Short-Term Rental Unit shall be subject to the City's sign ordinance.

~~(e)~~ (n) Occupants of Short-Term Rental Units are subject to all City codes and ordinances regulating the use of residential property.

~~(p)~~ (o) The owner shall require these standards be met by occupants and shall be included as part of all rental agreements.

Sec. 18-418. OWNER RESPONSIBILITIES.

- (a) The owner must obtain a license prior to advertising the property as a short-term rental. Current license holders may advertise for the future licensing cycle but this shall not obligate the City to issue a license.
- (b) New licenses may be issued throughout the calendar year if licenses are available.
- (c) A short-term rental license is a privilege, not a property right, and is only held pursuant to and subject to the requirements of this Article.
- (d) The owner must ensure all required standards are met and must post in the short-term rental unit the standards and regulations contained in Sec. 18-417 of this Article.
- (e) The owner must use best efforts to assure that the occupants or guests of the short-term rental do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of this Article or any other local or state law pertaining to noise or disorderly conduct by notifying the occupants of the rules regarding short-term rentals and taking appropriate action to abate the violative conduct when notified that occupants are violating laws regarding their occupancy. It is not intended that the owner or local contact person act as a peace officer or place himself or herself in harm's way.

Sec. 18-419. DENSITY LIMITATIONS

Residential Short-Term Rental Units shall be permitted in all residential zoned districts as identified on City of Lathrup Village Zoning Map. In order to preserve the essential character of residential zoned districts in the City, Non-Residential Short-Term Rental Units shall be radius limited to no more than one (1) per 1,000 foot of another licensed STR in residential zoned districts in the City. Non-Residential Short Term Rental Units in existence as of the effective date of this ordinance and where such Non-Residential Short Term Rental Units obtain a license from the City within ninety (90) days of the effective date of this ordinance shall be considered in existence for the purposes of deriving non-conforming rights to remain as Non-Residential Short-Term Rental Units notwithstanding the density provision of this section to the extent such Non-Residential Short Term Rental Units remain licensed with the City.

Sec. 18-420. ENFORCEMENT.

The City Building Official, Code Enforcement Officer, City Fire Officials and City Police Officers are authorized to enforce the provisions of this Article.

Sec. 18-421 ADMINISTRATIVE LIABILITY.

Except as may otherwise be provided by state statute, local law or ordinance, an officer, agent, official or employee of the City of Lathrup Village charged with the enforcement of this Article shall not render himself or herself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his or her duties under this Article.

Sec. 18-422. RIGHT OF ENTRY.

When an inspection shall be made, the Building Official, or other enforcing officer, may request permission to enter the premises at any reasonable time for the purpose of performing his or her duties under this Article. Permission to access the premises shall be granted by the owner of the premises, his or her agent, or any occupant of the premises. If there is an emergency, then the Building Official, or other enforcing officer, shall have the right to enter at any time.

Sec. 18-423. VIOLATION AND ADMINISTRATIVE PENALTIES.

(a) Any of the following conduct is a violation of the Short-Term Rental ordinance:

1. Any advertising or leasing of a short-term rental without first having obtained a short-term rental license.
2. The license holder has failed to comply with the standard conditions specified in the Short-Term Rental Standards section of this Article.
3. The license holder has failed to comply with any of the provisions within this Article, specifically Sec. 18-418: Owner Responsibilities.
4. The license holder has violated any of the provisions of this Article.
5. Any false or misleading information supplied in the application process.

(b) In addition to the penalties set forth in Sec. 18-409 of this Article, the penalties for violations specified in subsection (a) above are as follows:

1. For a first violation within any calendar year, the penalty is a warning notice of violation which may be verbal and/or written.
 2. A second violation within the same calendar year shall be subject to a municipal civil infraction punishable by a fine of not less than two hundred fifty (\$250) dollars nor more than five hundred (\$500) dollars. All owners, regardless of their interest in the property, may be responsible for the civil infraction.
 3. A third violation within the same calendar year shall be subject to a municipal civil infraction punishable by a fine of not less than twice the amount of any previous fine, and the license shall be revoked. An owner may reapply for a permit no sooner than twelve (12) months after revocation of a license.
 4. If there are one or more violations each year during any three (3) consecutive year period, the license may be revoked. An owner may appeal a decision to revoke a permit to the Lathrup Village City Council.
 5. The Building Inspector and other officials designated by the City Council are hereby designated as the authorized officials to issue municipal civil infraction citations directing alleged violators of this ordinance to appear in court.
 6. Each day the violation remains may be a separate offense.
- (c) A violation of this Article shall be a nuisance per se. The City shall have the right to commence a civil action to enforce compliance with this Article.

PART III. REPEALER.

This ordinance repeals any ordinances in conflict thereof.

PART IV. SEVERABILITY.

If any section, subsection, clause, phrase, or portion of this article is for any reason held invalid by a court of competent jurisdiction, such portion shall be deemed a separate and distinct provision, and such holding shall not affect the validity of the remaining portions.

PART V. SAVINGS.

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force where they commenced.

PART VI. EFFECTIVE DATE.

This Ordinance shall be published in the manner required by law and shall become effective ten (10) days after the date of its publication. A copy of the ordinance shall also be made available for public use and inspection in the office of the City Clerk.

MADE, PASSED AND ADOPTED BY THE CITY COUNCIL, CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MICHIGAN THIS ____ DAY OF _____, 2025.

Alisa Emanuel, City Clerk

Date of Introduction: _____, 2025

Date of Adoption: _____, 2025

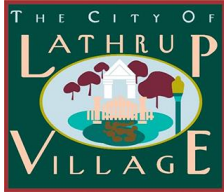
Date of Publication of

Notice of Adoption: _____, 2025

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing is a true and complete copy of the ordinance passed at a meeting of the City of Lathrup Village held on the ____ day of _____, 2025.

Alisa Emanuel, City Clerk



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

TO: Mayor & City Council
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: PD Floor Replacement

Background Brief: As part of the approved CIP and included in the FY 26 budget, the City is scheduled to replace the flooring in the Police Department this fiscal year. Please see the memo from Chief McKee for additional details.

Previous Action: N/A

Economic Impact: Estimated project cost of \$14,350.

\$15,000 was budgeted for this project in 101-301-000-970.

Recommendation: I recommend approving the quote from Comer & Cross.

Recommended Motion:

Moved by Council Member _____ seconded by Council Member _____
 to award the Police Department floor replacement project to Comer and Cross Concrete for an estimated price of \$14,350.

Kelly Garrett
 Mayor

Bruce Kantor
 Mayor Pro-Tem

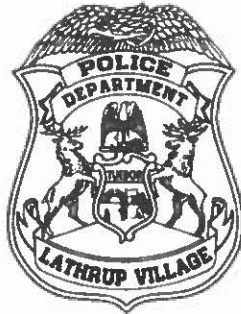
Jalen Jennings
 Council Member

Jason Hammond
 Council Member

Maria Mannarino
 Council Member

Lathrup Village Police Department

27400 Southfield Road
Lathrup Village MI, 48076
248-557-3600



TO: Michael Greene, City Administrator
FROM: Chief McKee
REASON: Epoxy flooring quotes
DATE: August 7, 2025

The police department has received 4 quotes to do an epoxy floor coating inside of the police department. We believe the epoxy floor coating will be the most durable for such a high traffic area. Only two of the quotes included moving of the furniture in and out of each room during the epoxy process. We would like to enter into an agreement with Comer and Cross Concrete floor coatings based on pricing, the fact they will move all the furniture and they have been approved by the State of Michigan to work on their facilities. Comer and Cross have recently completed the Epoxy Floor Coating at Oak Park Public Safety Department and the Michigan State Police Post in Groveland Township. The contract with Comer and Cross is for \$14,350 dollars to rip and remove the existing flooring and epoxy coat all the floors in the entire police department.

COMER & CROSS

CONCRETE FLOOR COATINGS

PROPOSAL

Prepared for:

Lathrup Village Police Department
 Attn: Jeremy Huston
 27400 Southfield Rd
 Lathrup Village, MI 48076
 jhuston@lathrupvillage.org
 (734) 837-7067

July 18, 2025
No. 20016

Comer & Cross
 379 INDUSCO CT, TROY, MI 48083
 P: (248) 227-9786 | sales@comercrossgarage.com
 comercross.com

Police station office area

Polyaspartic



Polyaspartic

Quantity

1

Measurement

1500 (Sq.Ft)

Notes

POLYASPARTIC HS is a two-component, high performance, fast-drying, aliphatic polyaspartic floor coating designed for application over full broadcast systems. It provides superior protection through its excellent adhesion, durability, and resistance to stains, chemicals, and damaging UV rays. POLYUREA is a two-component, rapid-cure basecoat with excellent adhesion to concrete. The product is available in different speed basecoats. This material was designed to give installers a faster resin option into which decorative chips must be broadcast to rejection and sealed with Polyaspartic HS topcoat, providing a faster return to service and reduced down time for facilities. The resulting system is versatile and easy to maintain.

1. Diamond Grind 30 Grit to CSP 3 Profile
2. Hepa Vacuum Floor
3. Repair Concrete with Hybrid Polyurethane as needed
4. Re-Grind 30 Grit CSP 3 Profile
5. Hepa Vacuum Floor
6. Pour mixed Polyurea onto substrate, crosshatch and backroll
7. Broadcast Vinyl Chips to Full adherence Rejection
8. Scrape entirety of floor with stiff steel blade
9. Vacuum up excess flake
10. Squeegee trowel, followed by crosshatch and backroll, Polyaspartic HS

Color Options: See Comercross.com

Flake

TBD

Grip Level

Low

Joints

Dont Fill (Coat inside)

Front Apron

There is no apron

Contents

Move heavy items only out and back in

Coating Removal

Tile

Repair

Minor

Coat Steps

No

Verticles

NO

Coating Removal**Quantity**

1

Selected Option

Tile

Coating Removal

Repair**Quantity**

1

Selected Option

Major

Repair Floor

Price: \$14,350.00**Pricing****Grand Total:** **\$14,350.00**

Deposit Amount: \$4,305.00

Balance Due: \$10,045.00

Purchase Order required unless previously negotiated

Terms: Net 30 days from day of installation unless previously negotiated and agreed upon

Deposit: 30% due upon approval of proposal if purchase order is not submitted

3.5% credit card fee

If mailing a check, please mail directly to:

Comer & Cross

379 Indusco Ct.

Troy MI 48083

Upon approval of proposal, the installation date can be confirmed

By accepting this proposal, you agree to the pricing, specifications, and conditions are satisfactory and hereby accepted. You the buyer have the right to cancel this contract within 3 business days. If you cancel Comer & Cross must return to you anything you paid within 10 days of cancellation. Comer & Cross Concrete Coatings is fully insured. In the event that there are disputes or controversies that arise between the parties pursuant to terms of the aforesaid contract, then the parties are waiving their right to litigate these issues in the court and instead elect to have their disputes resolved through arbitration.



Commercial 3 year Polyaspartic Warranty: The Comer & Cross Concrete Coatings system is warranted for the original purchaser against chipping, peeling, delamination and UV stability (Yellowing) from its properly installed and prepared, vertical or horizontal, interior or exterior surface. Warranty begins the day of the Installation.

Warranty Condition: Comer & Cross Concrete Coatings limited residential warranty that all products will be free from defects under these conditions. Comer & Cross Concrete Coatings sole responsibility under this warranty shall be the cost of replacement materials & labor to fix or repair the failed areas only if covered under warranty. A representative of Comer & Cross Concrete Coatings must be present to assess the failed areas and judge the cause of failure prior to any fix or repairs being made. Installers shall make their best effort to repair any issues in a timely manner. This warranty applies to the material at its original place of installation.

Warranty Exclusions: Exclusions to the warranty include abuse, animal chewing or clawing, cutting, fire, mold, corrosive liquids such as battery acid, iron oxide, rust, extreme heat (over 250 degrees F) hydrostatic water pressure, cracking-crumbling, oil, tire staining, gas, hollow concrete, and iron oxide penetration. Comer & Cross is not responsible for determining if moisture vapor transmission exists within the substrate. Any surface can be slippery, especially when wet with any fluid. In no event shall Comer & Cross Concrete Coatings be responsible for injury incurred by a slip or fall situation. It is the purchaser's sole responsibility to provide for their own safety and the safety of their guests. While slip resistant additives assist slip/fall prevention, there is no guarantee that someone will not slip while walking on coated areas. Floors should be assumed slippery when wet. Comer & Cross Concrete Coatings assumes no responsibility for slip-fall accidents. Comer & Cross does not guarantee the surface will be perfectly level. The same exclusions apply to the front apron.

Make A Claim: Promptly notify Comer & Cross Concrete Coatings at 248-227-9786 and let us know the date installed and a description of the problem. A requirement of the warranty is that if you are attempting to make a claim you must submit pictures of the alleged damage to the email our office team directs you to.

Paid Repairs: Customers who have damage via cracks, crumbling, substrate failure are eligible to have their coatings repaired for free if contacted within 1 year after install. After 1 year minimum service charge starting at **\$250 plus materials**. This includes damage the customer causes to their own floor to be repaired as well. Re-Grip or clear coating a floor after 30 days of install will be a charge of \$2 per sqft or current material price. Comer & Cross will make every attempt to blend our repair work, variations in the coatings and chip colors may be noticeable.

Disputes: In the event that there are any disputes or controversies that arise between the parties pursuant to the terms of the aforesaid Contract, then the Parties are waiving their right to litigate these issues in court and instead elect to have their disputes resolved through arbitration. **Disclaimer*:** Any and all hard surface flooring should be considered slippery when wet, always use caution. The coating is not porous- puddles and pooling may occur. We do not change the pitch of the concrete or level it in any circumstances.

X

Jeremy Huston

X

Company Authorized Signature

“FOUR STAR”
EPOXY FLOOR COATING
(248) 628-6815
 fourstarepoxy.com

Name: **Lathrup Village Police Dept.**

Address: **27400 Southfield Rd**

City: **Lathrup Village, MI. 48371**

Process:

- Demo existing linoleum wood flooring and 3 inches of rubber molding.
- Diamond grinds all cement/acrylic epoxy caulk any stress cracks.
- Apply 100% Solid Industrial grade 2 part epoxy over grinded cement.
- Apply full broadcast non-slip flake throughout flooring.
- Lay Polyspartic clear coat over full broadcast flake.
- We will move furniture, room to room, and for an additional \$1,500.

	Residential Garage Floors Basements	
	Industrial Buildings	
X	Commercial Buildings	\$14,500
	Warehouses/Restaurants/Schools	

Total Cost:	\$14,500
Date:	7/16/2025
Signature:	X _____

Half down is required at time of service.
****Payment is due when service is rendered****
Please make all checks payable to:
Jake or Jeff Cardona
Thank you for your business!



Floor Shield of Michigan
2485 E. Wardlow Rd., Highland, MI 48356
248-887-2231

Name (Customer)	Lathrup Village Police Department	Date	7-15-2025
Mailing Address	27400 Southfield Rd	City/State/Zip	Lathrup Village , MI
Job Location		City/State/Zip	48076
Home Phone	Jeremy-734-837-7067	Work Phone	
Sales Representative	Art-248-361-4964	Email	

Coating System: Flake/Polyaspartic

Area to Coat: Office Approximate Square Feet: 1360

Color Selection: Flake Selection:

Prep Work:

1. Surface grind concrete floor.
2. Chase out cracks and control joints.
3. Fill in visible cracks and grind smooth.
4. Additional prep or repair work may be required and any additional costs will be the responsibility of the customer upon approval.

Remove old laminate flooring and replace with polyaspartic coating. Replace cove face as well

Installation:

1. First coat self-priming polyaspartic color coat.
2. Broad cast chips/quartz to cover entire surface.
3. Scrape, sand and vacuum excess chips.
4. Apply clear polyaspartic clear coat.
5. Extra Anti-slip additive available upon request.

Clean-Up Work Included: Clean up and remove all job-related debris; Remove excess materials and stock. Warranties mailed out 30-45 days after completion.

NOTE: Not responsible for pre-existing concrete conditions that may cause bond failure.

NOTE: All gas, electrical and plumbing connections and disconnections are the responsibility of property owner.

NOTE: Floor area must be clear of all equipment and obstacles which is the responsibility of the property owner.

NOTE: Contractor not responsible for moving belongings in or out of area to be coated.

Customer Initial certifying that NOTES HAVE BEEN READ:

Make All Checks Payable to: Floor Shield of Michigan	Print Name:
Coating Price: \$13,600.00 cash/check	Signature:
(\$14,150.00 credit card)	Print Name:
	Signature:
	Date:

DO ON A WEEKEND START FRIDAY AND BE DONE BY SUNDAY

Not moving Furniture/Desks

**ESTIMATE #**

6846

DATE

07/02/2025

EXPIRES

07/23/2025

CUSTOMER

Lathrup Village Police Department
Jeremy Huston
27400 Southfield Road
Lathrup Village, MI 48076

Billie Prescott Project Manager

billp@mscfloors.com 810.941.8081

Total

Lathrup Village, PD - VCT Removal & Full Flake

\$20,727.65

SYSTEM/PROCESS: approx 1,400 sqft (7 Rooms)

- Remove VCT and carpet via power scraper
- Surface grinding/preparation of glue via planetary grinders
- Allow to cure
- Patch cracks, holes, and joints in the floor.
- Cracks and holes will need to be sanded smooth after they harden
- Clean the floor thoroughly
- Apply a pigmented body/receiver coat of epoxy at 16 mils thickness
- Broadcast 1/4" vinyl flakes into the wet receiver coat until rejection
- Allow to cure
- Scrape and detail the loose vinyl flake
- Thoroughly cleaned the floor.
- Apply a grout coat of polyaspartic at 8/10 mils over the chips to provide a cleanable yet slip-resistant texture.
- * Square Footage provided by others, additional footage may require a change order.
- * 480v Generator Included
- * Monday - Saturday work, regular time. Holidays and Sundays require a Change Order.
- * Toilet fixtures and rubber-based cove removed and replaced by others.

Total

\$20,727.65

Not moving Furniture/Desks



ESTIMATE #	DATE	EXPIRES
6846	07/02/2025	07/23/2025

Subtotal \$20,727.65

Tax: (0%) \$0.00

Total \$20,727.65

TERMS & CONDITIONS

Customer Requirements:

- An area 15' x 15' for materials / equipment to be staged; trash disposal; restroom access for the crew; finished lighting; and 3 Phase 480 volt power at 50 amps. Note - If necessary power is not available MSC can supply a generator at a cost of \$550 per day (*delivery and pickup not included*)
- Customer is responsible for leaving a clean and dry surface prior to start.
- Customer is responsible for maintaining agreed upon temperature at all times during this project.
- Customer is responsible for protecting adjacent work areas, equipment, and goods from dust, odor, etc.
- Customer to protect finish floor once project is complete. Protect flooring where chairs/carts are rolled back and forth repeatedly as microscratching may occur. Floors can be stained by chemicals, tire markings, etc., especially if not addressed soon after they occur.

Project Notes: Holidays, weekends, and Night Work will be charged at a premium.

Additional Expectations:

- If there are any delays caused by others during the course of this project, there will be a charge for lost time.
- MSC will need 24 hour accessibility at all times during project.
- No traffic at any time inside work area.
- During the installation all MSC Floors' employees will have necessary safety glasses, hearing protection, steel toe boots as well as safety orange shirts, project supervisors will be wearing designated blue supervisor shirts.
- Crew-wide Tool Box talks are conducted regularly.
- All MSC equipment and processes are designed to minimize as much dust as possible.

Standard Warranty: All Projects have a standard 1-year warranty (unless specified within). See www.mscfloors.com/warranty for any additional information.

Please see the above proposal and review it carefully. In order to proceed with the project, please have an authorized person sign and return the proposal *OR* reply to this email with ACCEPTED. By accepting the

**ESTIMATE #**

6846

DATE

07/02/2025

EXPIRES

07/23/2025

proposal, you are representing you are an authorized party and agreeing to the price and scope of work contained in the proposal which is made and accepted according to the terms and conditions found at: <https://mscfloors.com/terms-and-conditions>

Note: A deposit is required before work can begin. A 3.5% Convenience Fee will be assessed on all credit card payments.

Due to pricing volatility, estimates are only good for **30 days**. Pricing is subject to change if a contract or PO is issued *after* this period. If the estimate is accepted in the allotted time, by PO or contract, and the project is scheduled more than 30 days out, a provision for up-front procurement and storage of materials will need to be negotiated.

APPROVAL

This Estimate has been accepted on _____ by _____

Signature: _____



Lathrup Village Police Department

27400 Southfield Rd, Lathrup Village, MI 48076 (248) 557-3600

Memorandum

To: Lathrup Village City Council
 From: Lt. Michael Zang
 Date: 8/18/2025
 Re: Body Camera Upgrade

Background Brief: The Lathrup Village Police Department has been looking into upgrading our body cameras. As you all know, we were awarded a grant for new body cameras in June of 2022. The federal grant, which is no longer available, was awarded with a 1:1 match. The total amount for the body cameras in 2022 was just under 18,000. With the original grant, we also purchased a five-year warranty for everything but battery life. We are now just over the three-year mark, and our original body cameras are experiencing issues with battery life. Officers cannot work an entire shift without their body camera batteries dying. This means that many interactions with citizens toward the end of their shifts are often not being taped, and we all know how valuable these tools are for the police/citizen transparency relationship.

With these issues, I contacted our Getac representative and explained to him our concerns and the fact that their warranty doesn't cover their battery life. The rep explained to me that Getac has newer and much better body cameras now on the market. Boasting a much longer battery life. Not only that, the new body cameras come with a five-year warranty, which also covers batteries. I requested a quote from Midwest Public Safety, who sell us our Getac equipment, and because we still had two years left in our warranty, they wanted to give us the very best price to upgrade to their newest technology. The quote for replacing our 13 body cameras with 13 new body cameras is \$16,674. This quote is for two new docking stations in the department, four new vehicle docks for each of our patrol cars, and 13 new body cameras complete with the full warranty.

The rep from Getac also said they will purchase our body cameras back and sell them to another agency that can use them for roughly \$150 per unit, totaling \$1,950. As you all know, these are vital for department operations. Getac put a good faith effort in giving us their best price to upgrade our current body cameras, so we wouldn't continue running into the same issues. The LVPD realizes that this was not a part of the original capital improvement plan, so we understand the struggles to fund bigger ticket items like this. We are happy to utilize the \$15,000 the City Council approved for the carport project to offset the cost of this. We believe these are a much more important project at this current time. Thank you for your time, and I am happy to be at the City Council meeting if you would like to discuss this further.

Economic Impact:

\$16,674 – New Cameras Purchase Price

\$1,950 – Old Cameras Sale Price

\$14,724 – Net FY 25-26 Budget Impact

\$15,000 – budgeted in 101-301-000-970 for a carport. Request to utilize those funds.

Recommended Motion:

Moved by Council Member _____ seconded by Council Member _____ to purchase new Police Department body cameras and associated equipment from Midwest Public Safety for an estimated cost of \$16,674.



Midwest Public Safety
MPSG c/o US Bank N.A.
PO Box 860573
Minneapolis, Minnesota 55486-0573
United States

2178550082
midwestpublicsafetygroup.org

BILL TO
Lathrup Village Police
Sgt. Michael Zang
27400 Southfield Rd.
Lathrup Village, Michigan 48076
United States

248-663-6031
detective@lathrupvillage.org

Estimate Number: ABC13
Estimate Date: August 8, 2025
Valid Until: September 7, 2025
Grand Total (USD): \$16,674.00

Products	Quantity	Unit Price	Extended Price
OVWX5XXXXXX5 BC-04-1080P - BWC DEVICE, 64GB + FHD/HD/WVGA, WIFI + GPS + BLE, 5 YEARS WARRANTY, 5 YEARS BATTERY WARRANTY	13	\$1,082.00	\$14,066.00
OD4C5U 8 PORT MULTIDOCK (MD-04), INCLUDES 150W AC ADAPTER (US), 5 YEAR WARRANTY, Weight : 2389g, LAN (RJ45)	2	\$1,048.00	\$2,096.00
ORBB5U SINGLE PORT DOCK (VD-04U), INCLUDES USB-C TO USB-A CABLE(3.28FT), USB A EXTENSION CABLE (12.5FT), USB-A 10W AC ADAPTER(US), 5 YEAR WARRANTY	4	\$128.00	\$512.00

Grand Total (USD): **\$16,674.00**

Notes / Terms
Midwest Public Safety
2665 Harryland Rd.
Decatur, IL 62521
www.midwestpublicsafetygroup.org
217-855-0082

To place an order from this quote, please complete and sign below, then forward this quote with your order instructions.



Item 8F.

QUOTE

Midwest Public Safety
MPSG c/o US Bank N.A.
PO Box 860573
Minneapolis, Minnesota 55486-0573
United States

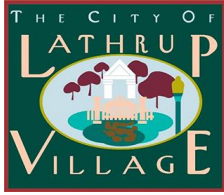
2178550082
midwestpublicsafetygroup.org

Accepted by:

Printed Name and Title:

Email address for Invoices to be sent:

Accepted Date:



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

TO: Mayor & City Council
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: EGLE Cross Connection Control Contractor

Background Brief: A cross-connection is an unprotected plumbing arrangement through which backflow can occur. To identify and prevent cross connections in community water supplies, Part 14 of the Michigan Safe Drinking Water Act Administrative Rules (SDWA) prohibits cross connections and requires each water supply to implement a cross-connection prevention program, including inspections, testing, recordkeeping, and education. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) oversees public water supply programs to identify and prevent cross connections throughout Michigan.

The City has utilized HydroCorp for several years to manage our cross-connection program. Our current agreement with HydroCorp is set to expire, and the staff is seeking to renew the service agreement for this EGLE requirement. HydroCorp is utilized by the majority of metro Detroit municipalities that do not have their own certified cross-connection inspector on staff.

City staff did explore other companies or certified individuals (master plumbers) to take over the program; however, no company or individual could match the scope of work undertaken by HydroCorp without increasing the workload for City staff.

Previous Action: N/A

Economic Impact: Budgeted expenditure covered in the Water fund (592-536-000-921)

FY 25-26 = \$6,384

FY 26-27 = \$6,639.26

Recommendation: I recommend approving the renewal service agreement.

Recommended Motion:

Moved by Council Member _____ seconded by Council Member _____
 to approve the two-year cross connection control program renewal service agreement with HydroCorp.

Kelly Garrett
Mayor

Bruce Kantor
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

Maria Mannarino
Council Member

Renewal Service Agreement

DEVELOPED FOR

Mike Greene

Lathrup, Village of

27400 Southfield Road

Lathrup Village, MI, 48076

6/26/2025

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP™
THE SAFE WATER AUTHORITY™

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

SCOPE OF WORK3-4

PROFESSIONAL SERVICE AGREEMENT.....5-9

APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the Lathrup, Village of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Lathrup, Village of with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the Lathrup, Village of and HydroCorp, you may expect completion of the following elements within an 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

1.2. Inspections. Company will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy

of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 96.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$135.66. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division. Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Policy Manual. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.

1.13. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16. Vacuum Breakers. HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$532.00	\$6,384.00
2	\$553.28	\$6,639.36
Contract Total	\$13,023.36	

Contract Amount is based upon a 24 Months and shall renew in 12-month increments after unless written cancellation by either party received at least 60 days prior to next renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 9/1/2025.

Lathrup, Village of

HydroCorp



By:

Title:

By: Paul M. Patterson

Its: Senior Vice President

**HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the

Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous

sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the "**Company Representatives**") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As used herein: (a) "**Deliverables**" mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) "**Intellectual Property Rights**" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client's reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "**Pre-Existing Materials**" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by

Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "**Client Materials**" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities

inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. **Confidentiality.** From time to time during the Term, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as “confidential” (“**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party’s Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party’s legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, “**Representatives**” mean a Party’s affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. **Indemnification.** Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client’s breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, “**Losses**” mean all losses, damages,

liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. **Limited Warranty.**

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company’s sole and exclusive liability and Client’s sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client’s written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY

AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars

(\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its

own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION

ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

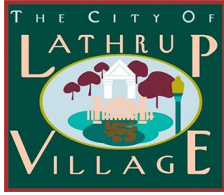
23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



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

TO: Mayor & City Council
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: Water Meter Cell Tower Electrical

Background Brief: The City has been gradually progressing through the permitting process for the installation of water meter reading gateways on the two cell phone towers located within the City. One aspect of the installation is electrical service for the gateways. One gateway has been installed at the tower located at DPS, and we are awaiting permitting for the tower near Michigan First. After the gateways are installed, the electrical work must be completed so that the gateways can function properly.

City staff solicited quotes from electrical companies and received three (3) formal proposals. The proposals include the electrical work for one location, but all contractors can complete both locations (once the additional gateway is finally approved/installed).

Staff are recommending awarding this project to Lighthouse Electrical Service.

Previous Action: 4/3/25 – Council approved Ferguson Water Works meter upgrade project.

Economic Impact: ~\$15,360 for electrical work at both cell towers.

\$32,000 was budgeted in FY 25-26 in 592-536-000-970 for this work.

Recommendation: I recommend awarding the project to Lighthouse Electrical Service.

Recommended Motion:

Moved by Council Member _____ seconded by Council Member _____
 to award Lighthouse Electrical Service the water meter cell tower gateway electrical project for a total estimated cost of \$15,360.

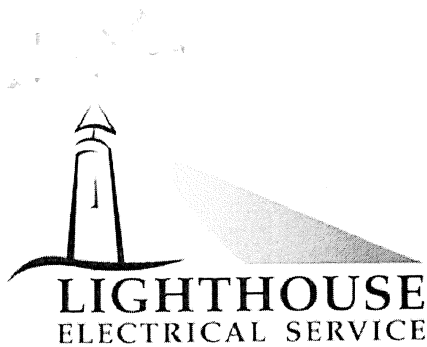
Kelly Garrett
Mayor

Bruce Kantor
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

Maria Mannarino
Council Member



Martha Bobcean
27400 Southfield Road
Lathrup Village MI
48076

Lighthouse Electrical Service

Tel. 888-915-4448

1439 E Eleven Mile Rd

Madison Heights, MI 48071

office@lighthouseelectricalservice.com

Item 8H.

CUSTOMER QUOTATION NO. 13272

Quote No: 13272
Site: 19101 W 12 Mile Rd
Site Contact: Martha Bobcean
Site Phone:
Valid For: 30 Day(s)

Description

Lighthouse Electrical is pleased to provide the following quote

All electrical drawings are dated

Proposal includes the following:

1. Removal and disposal of existing unused equipment as needed
2. Supply and install (1) new 100A service rated disconnect
3. Supply and install (1) new 60A fused disconnect at Neptune Gateway.
4. Supply and install 1" IMC 6" below grade from disconnect to Neptune
5. Supply and install # 3 copper through piping
6. Provide all city permits and inspections as needed

Clarifications:

- IMC Piping will need to be installed due to existing piping
- Miss dig will need to be called before and digging is performed
- All digging will be done by hand to avoid damaging of existing equipment
- Lighthouse will backfill all trenches after inspections
- Meter will need to be provided by local utility company

Exclusions:

- Programming of owner supplied equipment
- Any and all Low voltage cabling or devices
- Painting, patching, paving or saw cutting
- Concrete work pads, pole bases and encasements

***We appreciate the opportunity to provide a quote for the following work.
Please feel free to contact us at 888-915-4448 if you have any questions.***

***Sincerely,
Cory Willis***

Residential

**Lighthouse Electrical Service**

Tel. 888-915-4448

1439 E Eleven Mile Rd

Madison Heights, MI 48071

office@lighthouseelectricalservice.com

Item 8H.

CUSTOMER QUOTATION NO. 13272

Thank you.

Sub-Total ex Tax	\$7680.00
Tax	\$0.00
Total inc Tax	\$7680.00

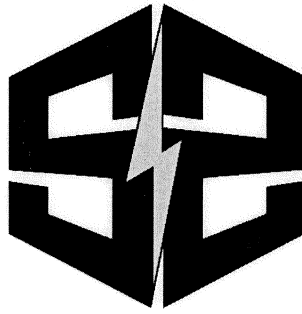
Terms and Conditions

1. Lighthouse Electrical Service shall begin work under this agreement and continue the work until completion within a reasonable time, subject to such delays as are permissible under this contract.
2. No payment under this contract shall be construed as an acceptance of any work done up to the time of such payment.
3. Unless otherwise specified, the contract price is based upon the Owner's representation that there are no conditions that will prevent Lighthouse Electrical Service from performing the job for which it has contracted.
4. Owner agrees that, unless specified, he/she will relocate furniture, move plants, move trees, move wood piles, or move any other items interfering with the work that is required to be performed by Lighthouse Electrical Service pursuant to this contract.
5. Owner will provide an adequate place for storage of equipment and products, if any, during the job.
6. Owner agrees to pay Lighthouse Electrical Service normal selling price for any additions, alterations, or deviations. No additional work will be done without prior written authorization of the Owner. Where such additional work is added to this contract, it is agreed that all terms and conditions of this contract shall apply equally to such additional work.
7. The time that Lighthouse Electrical Service is delayed in their work by (a) acts of Owner preventing work from being executed; (b) Acts of God; (c) inclement weather which delays work; (d) work stoppages or slowdowns; (e) labor strikes; (f) terrorism and; (g) extra work requested by Owner, shall cause time to be added to the time estimated to complete work.
8. Lighthouse Electrical Service will carry liability insurance. Owner agrees to procure at his/her own expense, prior to commencement of any work, fire insurance, all physical loss and vandalism and malicious mischief clauses attached in a sum equal to the cost of improvements.
9. Lighthouse Electrical Service is not liable for any Owner supplied products or manufacturer's products installed or used by Lighthouse Electrical Service.
10. Any controversy or claim arising out of or relating to this contract, shall be settled by binding arbitration in Oakland County, Michigan in accordance with the rules of the American Arbitration Association. The parties may enforce the arbitration award by obtaining a judgment on such award in any court or competent jurisdiction.
11. Should Lighthouse Electrical Service bring suit in court to enforce the terms of this agreement, or is otherwise sued in connection with this contract, and Lighthouse Electrical Service is the prevailing party in the lawsuit, the Owner agree to pay Lighthouse Electrical Service actual court cost, reasonable attorney fees, and interest at the highest rate allowed by law, but not less than seven (7%) percent per annum.
12. The Owner is responsible for providing water, electric, and refuse removal service at the job site as may be required by Lighthouse Electrical Service to carry out this contract.
13. On completion of the work, Lighthouse Electrical Service shall be entitled to immediate payment in full. Lighthouse Electrical Service is not obligated to do any work or perform any service except as expressly provided in this agreement. If, after Lighthouse Electrical Service has declared, in its sole and exclusive discretion, that the work is complete, and the Owner claims the work remains unfinished, as a precondition to completion of the work, the Owner shall pay all amounts owed to Lighthouse Electrical Service as of that time, less any agreed amount set aside for this work to be completed.
14. Lighthouse Electrical Service shall have no liability for correcting any existing defect that is recognized during the course of work.
15. Lighthouse Electrical Service shall have the right to stop work and keep job idle if payments are not made when due. If any payments are not made to Lighthouse Electrical Service when due, the Owner shall also pay Lighthouse Electrical Service a late fee in the amount of ten (10%) percent the amount of such payment.
16. Within 10 days of execution of this contract, Lighthouse Electrical Service shall have the right to cancel this contract should they determine that there are uncertainty that payments due under this contract will be made when due or that an error has been made in computing the cost of completing work.
17. The price quote for completion of Lighthouse Electrical Services work is subject to change to the extent of any difference in the cost of labor and materials as of this date and the actual cost to Lighthouse Electrical Service at the time materials are purchased and work is done.
18. Lighthouse Electrical Service is not liable for customer injuries while on the job site.
19. Lighthouse Electrical Service is not liable for errors or omissions in design by others, nor inadequacies of materials and equipment specified or supplied by others.
20. Lighthouse Electrical Service is not liable for repairing damages or warranty work caused by others.
21. Lighthouse Electrical Service is not liable for any and all work not indicated on project plans or work requested to be removed as noted.
22. Lighthouse Electrical Service is not liable for bonding and or special insurance requirements
23. Lighthouse Electrical Service is not liable for unforeseen or concealed site conditions.
24. Lighthouse Electrical Service is not liable for independent electrical testing if required.
25. Lighthouse Electrical Service is not liable for any additional requests from the city due to inspectors.
26. Any and all DTE costs including piping to the Edison pole will be an additional cost.
27. Lighthouse Electrical Service is not liable for cutting. All cutting of concrete, wood grains, hard surfaces, or other materials will be done by others at Contractors expense.
28. Lighthouse Electrical Service is not liable for earth moving. Any and all interior or exterior excavation will be done by others at Contractors expense, or priced separately.
29. All references herein to "Lighthouse Electrical Service" includes its owners, officers, directors, employees, and agents.
30. Federal Pacific electrical panels are considered unsafe. Lighthouse Electrical Service recommends that all Federal Pacific electrical panels be replaced. The Contractor hereby agrees to hold harmless and indemnify Lighthouse Electrical Service for any and all repairs, troubleshooting, or parts replacements on Federal Pacific electrical panels requested by Contractor.
31. This agreement constitutes the entire contract between the parties. There are no oral or written agreements, statements, representations, promises, or understandings that are not included within this contract. All modifications to this contract must be in writing and signed by the party to be changed. LIGHHOUSE ELECTRICAL SERVICE DISCLAIMS ALL WARRANTIES IN CONNECTION WITH ANY GOODS AND SERVICES COVERED BY THIS AGREEMENT, EXPRESS OF IMPLIED, AT TO PERFORMANCE, SPECIFICATIONS, CONDITIONS, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT
32. Payment terms for contract net 20
33. Lighthouse shall not be liable for any repairs, including but not limited to scratches or damages to flooring of any type, that may result from the relocation of appliances or furniture requested by the client.
34. All time spent retrieving materials from suppliers, traveling between job sites, and conducting administrative duties as specified in your contract shall be considered billable hours.
35. In the event that the scope of work is substantially modified beyond the original agreement, this contract will convert to a time and materials basis. Labor will be billed per hour per person, plus all costs for additional materials and required permits.
36. By signing this contract, you are authorizing that any verbal change orders requested by Builder, Designer, or Homeowner will be executed on a time and material basis with no additional signatures required.

The customer listed on the front of this contract has a legal right under Federal Law to cancel this transaction without penalty or obligation within three business days from the date stated on the front of this contract. If you cancel this transaction, then any and all provisions of this agreement are void. If you decide to cancel this transaction, you must do so by notifying Lighthouse Electrical Service no later than three business days from the date on the front of this agreement.

Customer Signature: _____ Date: _____

Date
6/2/2025



sawyer services



56851 Gratiot Avenue
Chesterfield, MI 48051
 Office: (586) 646-5181
Electrical@sawyerservices.net

Quoted for:
<p>CITY OF LATHRUP VILLAGE 27400 SOUTHFIELD RD. LATHRUP VILLAGE, MI 48076 ATTENTION: MARTHA BOBCEAN MBOBCEAN@LATHRUPVILLAGE.ORG</p>

Service Location:
<p>METRO PCS METER & DISCONNECT LATHRUP VILLAGE, MI 48076</p>

Description:	Total
<p>SAWYER SERVICES IS PLEASED TO SUBMIT A PROPOSAL FOR THE ELECTRICAL SERVICES AT THE METRO PCS METER IN LATHRUP VILLAGE</p> <p>QUOTE INCLUDES:</p> <p>INSTALLATION OF NEW DISCONNECT AND 120V, 20A CIRCUIT TO UPS FOR NEPTUNE EQUIPMENT INCLUDING:</p> <ul style="list-style-type: none"> - ELECTRICAL PERMIT AND INSPECTIONS - REMOVAL OF ABANDONED 200A DISCONNECT - INSTALLATION OF 60A DISCONNECT WITH 20A FUSES - INSTALLATION OF 3/4" GRC CONDUIT FROM 60A DISCONNECT TO UPS FOR NEPTUNE EQUIPMENT - INSTALLATION OF 120V, 20A CIRCUIT FROM 60A DISCONNECT TO UPS <p>***EXISTING METER ENCLOSURE TO BE UTILIZED***</p> <p>EXCLUSIONS:</p> <p>EXTERIOR/SITE LIGHTING, COST OF UTILITIES DURING CONSTRUCTION, REPLACEMENT OF REMOVED CONCRETE, SEALING OF ROOF PENETRATIONS, PROVISIONS OF ELECTRICAL PANELS, TRANSFORMERS, & BREAKERS, PROVISIONS OF LIGHTS AND LIGHT CONTROLS, REPAIR OR REPLACEMENT OF EXISTING FIRE ALARM PANEL, PROVISIONS OR INSTALLATION OF CABLE TRAY, PROVISIONS OR INSTALLATION OF LOW VOLTAGE WIRING, NO BOND FEES, NO DUES, NO MEMBERSHIP FEES, NO PERMITS OR LOCALLY ASSESSED FEES ARE INCLUDED UNLESS NOTED OTHERWISE. WINTER CONDITIONS, DEWATERING, RESTORATION, SPOIL REMOVAL, LARGE ROCK/BOULDER REMOVAL, SAWCUT/PATCH OF CONCRETE AND ASPHALT ADDITIONAL MOBILIZATIONS AT A COST OF \$2,500 FOR EACH MOBILIZATION, DESIGN/PE STAMPS, TEMPORARY POWER, TEMPORARY LIGHTING, SITE TRAILER POWER, CORING, DUMPSTERS, WASTE REMOVAL, HAZARDOUS MATERIAL DISPOSAL, BARRIERS, BOLLARDS FOR TRANSFORMERS OR SWITCHBOARDS OR ANY SCOPE NOT SPECIFICALLY LISTED ABOVE</p>	<p>\$9,307.97</p>

TOTAL:

\$9,307.97

FERNDALE ELECTRIC

SPECIALIZED ELECTRICAL SERVICES

Item 8H.

May 6, 2025

Martha Bobcean

The City of Lathrup Village

27400 Southfield Road

Lathrup Village, MI 48076

Re: Lathrup Village DPW Gateway Power
FEC EST 25-226

Dear Ms. Bobcean:

We are pleased to submit our proposal for labor and materials for electrical work for the above referenced project in the amount of \$14,800 which is based on the following:

Price includes:

- Replacement of existing METRO PCS meter and main breaker with new 100A single phase meter enclosure and 60A main fusible service disconnect for Neptune Gateway equipment.
- Conduit and wire installed underground from new disconnect to Neptune UPS.
- 1" rigid conduit with (3) #12 THHN wire.
- Junction box mounted on riser.
- Flexible seal tight conduit from box to UPS.
- Underground conduit installed utilizing hydro excavation and hand digging where necessary.
- Backfill and compaction.
- Grounding as necessary for NEC compliance.
- City of Lathrup Village electrical permit and inspection costs.
- Coordination of service with DTE Energy.
- State of Michigan Sales Tax.
- Daily Cleanup of our own identifiable debris to dumpster furnished by others.
- All Work to be performed during normal working hours.

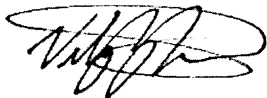
Price excludes:

- Any unforeseen additional costs related to tariffs.
- Dumpsters and unidentifiable cleanup.
- Utility Company (DTE Energy) service or consumption costs.

Please do not hesitate to contact me with any questions or concerns.

Respectfully submitted,

FERNDALE ELECTRIC COMPANY, INC.



Vito R. Rosolino, LEED AP BD+C
Senior Project Manager/Estimator

Commercial/Industrial/Large Residential Service Information

DTE

Electrical Service Installation Guide (Green Book)

Please submit this form after initiating job at 1.800.338.0178 to:


DTE Energy Planning & Design

Select Location
Downtown (Southeast Region) One Energy Plaza Rm. 2020 WCB, Detroit, MI 48226, Phone: 313.235.4400, Fax: 313.235.4444

Provide the following REQUIRED information to help us understand your installation requirements Work Order or Event ID# 75412235

Business Name	<u>City of Lathrup Village</u>	Contact Person	<u>Martha Bobcean</u>
Service Address	<u>19101 W 12 Mile Road</u>	Care of Address	<u>27400 Southfield Road</u>
City	<u>Lathrup Village</u> State <u>MI</u> Zip <u>48076</u>	City	<u>Lathrup Village</u> State <u>MI</u> Zip <u>48076</u>
Phone #	<u>248-557-2600</u> Alt	Phone #	<u>248-557-2600</u> Alt <u>extension 277</u>

Customer's / Representative Signature _____ Date _____
(Owner, General Contractor, Etc.) Print Name _____

Electrical Business Name Ferndale Electric Company Contact Vito Rosolino
Office Phone 248-302-5277 Fax _____ E-Mail Address vito@ferndale-electric.com
Cellular 248-302-5277 Signature 

Business Type	Service Type	120/240 Volts	120/208 Volts	277/480 Volts
DPW Yard	<input checked="" type="checkbox"/> Underground <input type="checkbox"/> Overhead	<input type="checkbox"/> Single Phase <input type="checkbox"/> 3 Phase	<input checked="" type="checkbox"/> Single Phase <input type="checkbox"/> 3 Phase	<input type="checkbox"/> 3 Phase

Final service type and availability MUST be verified by Service Planner

Connected Loads	Lighting	Misc	Total Motors	Receptacles	Water Heater	Heat Pump	EV**	Cooking	Air Conditioning
Single Phase	KW	<u>1</u> KW	HP*	KW	KW	Ton	KW	KW	Ton
Three Phase		KW	HP*	KW	KW	Ton	KW	KW	Ton

*Horse Power

1 st Largest Motor & Type	Size	LRA	FLA	Special Start	Phase
N/A HP*	Amps	Amps	Amps		<input type="checkbox"/> Single Phase <input type="checkbox"/> 3 Phase
2nd Largest Motor & Type	Size	LRA	FLA	Special Start	Phase
HP*	Amps	Amps	Amps		<input type="checkbox"/> Single Phase <input type="checkbox"/> 3 Phase

*Horse Power

Welding Information	Type	Amps	In Rush	Amps	Quantity
**Electric Vehicle Charger Information	Type			Amps Each Unit	Quantity

Hours of Operation: 24/7 Anticipated Future Load none Date Future Load is Anticipated N/A

Conductor Info	Size	Conductor Type	Number of Sets	Main Disconnect
Copper	Other: #1	TW, THW, THWN, or THHN—thermoplastic	1	60 Amps
Aluminum				Amps

Max Size: 750 kcmil

Max sets: 8

Each Request MUST include: a **Riser Diagram**, a **Brief Description of request**, and this form must be **filled in completely**.
On New Construction: a **Site Drawing**, **Legal Description**, and **Proof of ownership** must be included with this form. Please include the name and address to whom the Electric Bill will be sent **Failure to do so may cause job delays**. **NOTE: One service per premise**.

**EV Chargers- Provide manufacturer's data sheet. Service may require customer to install step up transformer for EV or step down for main service.

THIS AREA TO BE FILLED OUT BY ELECTRICIAN OR ELECTRICAL CONTRACTOR

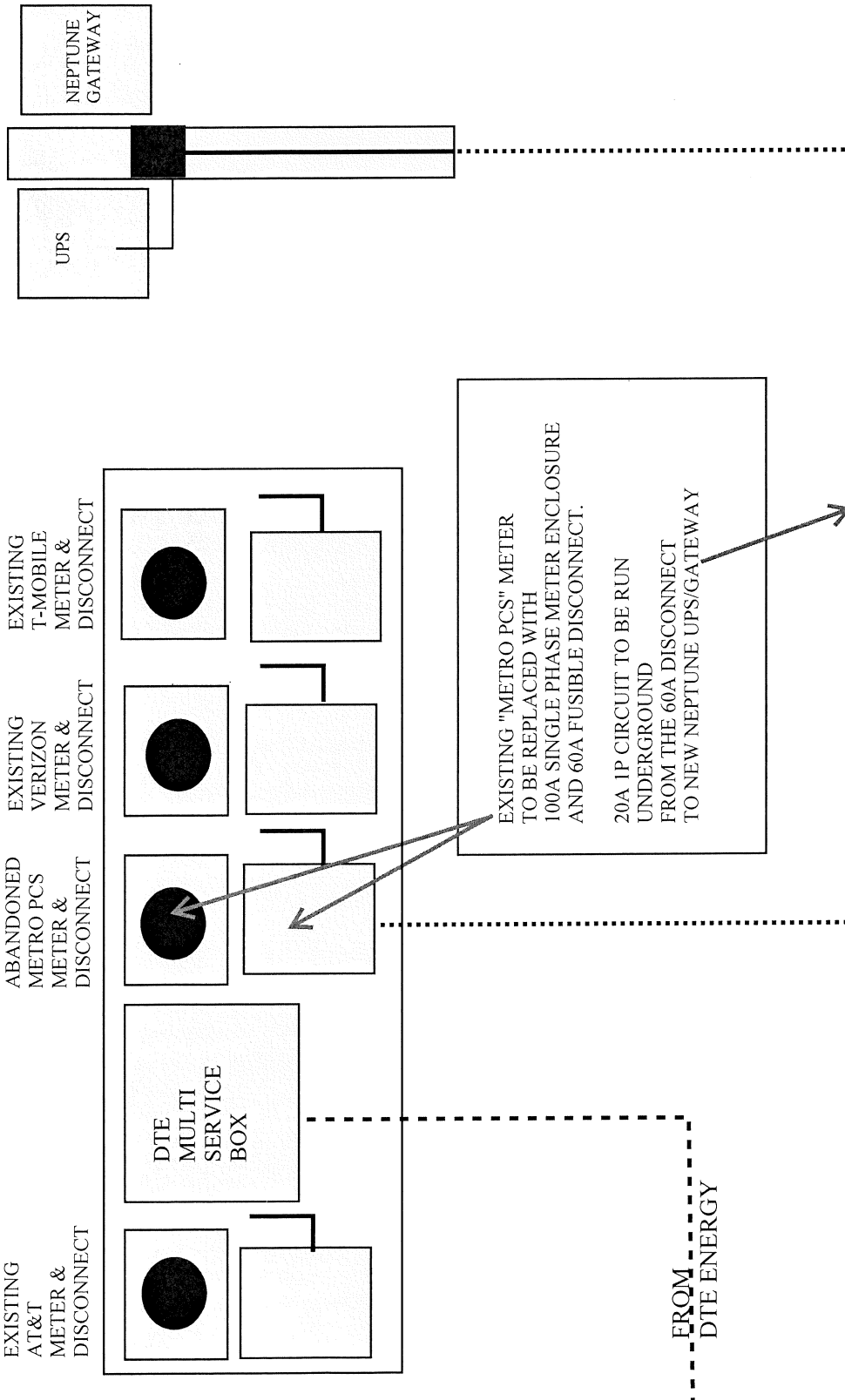
FERNDALE ELECTRIC

SPECIALIZED ELECTRICAL SERVICES

Telephone (248) 545-4404 • Fax (248) 545-8140
915 E. Drayton • Ferndale, Michigan 48220
<http://www.ferndale-electric.com>

Item 8H.

Job No. 25-226 Sheet 1 of 1
Project Lathrup Village DPW Gateway service
Subject One-line
Prepared by VRR Date 04/30/25
Checked By _____



METER TO BE RE-PURPOSED FOR
NEPTUNE EQUIPMENT SERVICE.

200A BREAKER TO BE REPLACED
WITH 60A DISCONNECT
WITH 20A FUSES

Item 8H.

CC CROWN CASTLE
For Lease
Information
For 24 Hour Service
Doubtless or Call
Emergency Call
Customer Service
Number
Stop & Inquire
Area Agency
Fax: 800-877-1234
Fax: 800-877-1234

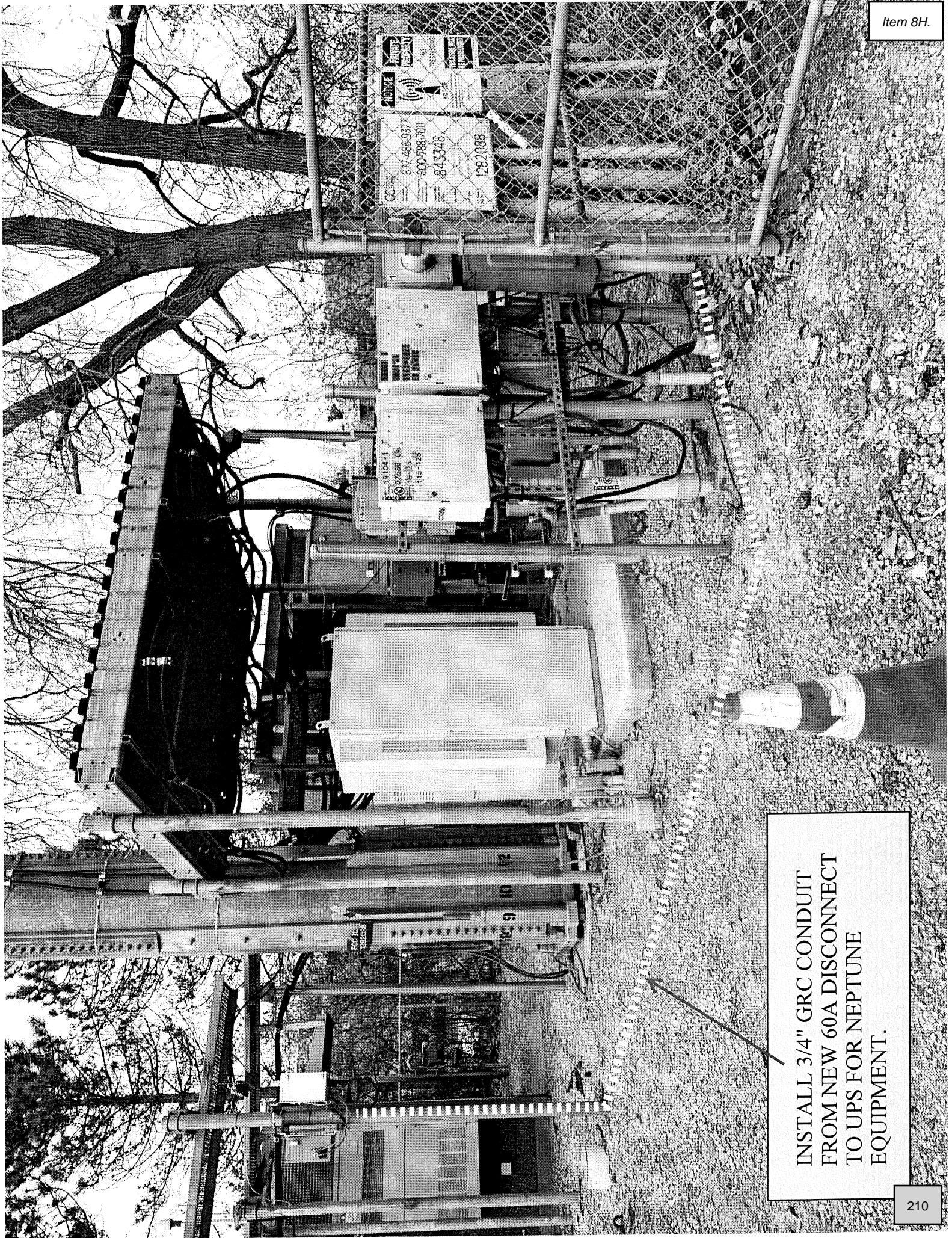
877-486-9377
800-788-7011
843348
1282088

NOTICE

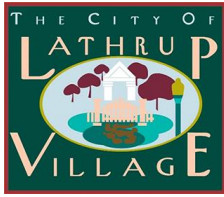
NOTICE
This is a notice of the presence of a cell tower on the property. The tower is located on the property and is used for the purpose of providing wireless communication services. The tower is a structure that is used for the purpose of providing wireless communication services. The tower is a structure that is used for the purpose of providing wireless communication services.

PRIVATE PROPERTY
NO
TRESPASSING
VIOLATORS WILL
BE PROSECUTED

INSTALL 3/4" GRC CONDUIT
FROM NEW 60A DISCONNECT
TO UPS FOR NEPTUNE
EQUIPMENT.







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

TO: Mayor & City Council
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: RTU-2 Compressor Replacement

Background Brief: As the Council has noticed, at certain times, the heat on the second floor of City Hall has been unbearable this summer. This has been a constant, with harsher-than-normal working conditions for office staff, and high heat during other City meetings.

This is due to the 1st stage compressor in the rooftop unit (RTU) that serves the second floor having open windings, resulting in the compressor needing to be replaced to properly function. The City has a temporary solution for the unit by removing the 24V transformer that feeds compressor 1, so it is only functioning with compressor 2. However, this is not a long-term solution, and if compressor 2 fails due to being overworked, it would be recommended to replace the entire RTU.

The City requested a proposal from our maintenance provider (enclosed). Based on the higher-than-anticipated cost, the City did solicit quotes from five other commercial HVAC contractors. However, due to the nature of the issue, all five contractors required a service/diagnostic fee (ranging from \$150 - \$250) before submitting a formal quote.

To save some funding by not paying those diagnostic fees on top of the proposed fix, City staff is recommending that the Council approve the quote from Denny's Heating & Cooling for the RTU fix.

It appears that the current RTU was manufactured in February 2010. We placed a request to Denny's for a cost estimate to replace the entire unit, but they were unable to fulfill that request before the packet deadline. Based on research from the American Council for Energy-Efficient Economy, replacing this size RTU with something similar has a starting cost of ~\$30,000 before factoring in old unit removal/new unit installation or additional features.

Previous Action: N/A

Economic Impact: Unbudgeted cost of \$7,556 will be charged to 101-201-000-936 (Building & Grounds Equipment Maintenance)

Recommendation: I recommend approving the enclosed quote from Denny's.

Recommended Motion:

Moved by Council Member _____ seconded by Council Member _____
 to approve Denny's Heating & Cooling RTU-2, 1st Stage Compressor replacement at an estimated cost of \$7,556.

Kelly Garrett
Mayor

Bruce Kantor
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

Maria Mannarino
Council Member



1831 Austin Drive Troy MI 48083 Ph: 248-669-4338 Email: service@dennysonline.com

July 24, 2025

Mr. Michael Green
City of Lathrup Village
24700 Southfield Rd
Lathrup Village, MI 48076

Phone: (248) 577-2600 x 227
Email: mgreene@lathrupvillage.org

Reference: RTU-2 Carrier S/N: 0710U02904

Subject: Replace 1st Stage Compressor

We are pleased to submit the following quotation for your review and consideration. We found the compressor has open windings and needs to be replaced. We will recover refrigerant from the circuit, remove and replace the compressor, replace liquid line filter drier, evacuate system, charge with refrigerant. Start up and ensure proper operation.

PRICE INCLUDES:

- | | |
|-------------------------------------|---------------|
| 1. Contactor | 6. Evacuation |
| 2. 1 st Stage Compressor | 7. Brazing |
| 3. Filter Drier | 8. Recovery |
| 4. Refrigerant | 9. Labor |
| 5. Copper | |

EXCLUSIONS:

1. Overtime

Total Cost: **\$7,556.00**

***Terms: Balance Net 30 upon completion**

****Quote is valid for 30 days. If approved after 30 days, price may fluctuate based on supplier cost.**

This quote is valid for 30 days.

Please allow 7 to 10 business days to receive parts and schedule.

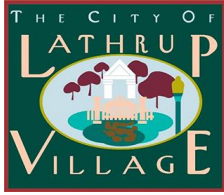
Thank you for this opportunity to serve your needs. If you have any questions, please do not hesitate to contact me. (248) 669-4338

Respectfully,

Dakota Osborn
Customer Service Representative

Approved and accepted by _____

Title _____ Date _____ PO _____



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

TO: Mayor & City Council
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: 2007 General Obligation Bond Payment Acceleration

Background Brief: The City issued General Obligation – Limited Tax Bonds in 2007 to front the cost of water/sewer infrastructure projects. Enclosed in your packet is the bond amortization schedule that the Finance Department received from the Bank of New York Mellon (BNY) in April 2024. In the fall of 2024, BNY invoiced the City for a principal and interest payment, which was not reflected on the amortization schedule. When the City requested a corrected amortization schedule, BNY was unable to provide it. The City has now been invoiced for another principal payment, even though it is not reflected on the amortization schedule.

Currently, the City owes \$75,000 in principal and \$3,562.50 in interest due before 10/1/2025.
 We also owe an interest payment of \$1,781.25 before 4/1/2026.
 We owe a final principal payment of \$75,000 and a final interest payment of \$1,781.25 before 10/1/2026.

Based on the healthy fund balance in the (water/sewer) enterprise fund and staff's current issues with BNY, we are requesting to pay off the bond in its entirety, which would accelerate the final principal payment, save \$3,562.50 in interest, and save administrative time processing the remaining payments.

Previous Action: N/A

Economic Impact: Total FY 25-26 enterprise fund impact of \$154,062.50 (\$150,000 principal, \$3,562.50 interest, and \$500 redemption fee), in lieu of \$80,343.75 in FY 25-26 and \$76,781.25 in FY 26-27.

Recommendation: I recommend approving the payment acceleration.

Recommended Motion:

Moved by Council Member _____ seconded by Council Member _____
 to approve the 2007 General Obligation – Limited Tax Bond payment acceleration and allow staff to file all necessary paperwork to redeem and close this bond.

Kelly Garrett
Mayor

Bruce Kantor
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

Maria Mannarino
Council Member

DEBT SERVICE SCHEDULE

134-DD-DSA

4.75%

Issuer: LATHRUP VILLAGE CITY OF GO LTD TAX SER07			LATHRUPV07		
Pay#	Date	Interest	Principal	Total Payment	Balance
1	04/01/2008	29,329.99	0.00	29,329.99	970,000.00
2	10/01/2008	21,997.50	0.00	21,997.50	970,000.00
3	04/01/2009	21,997.50	0.00	21,997.50	970,000.00
4	10/01/2009	21,997.50	25,000.00	46,997.50	945,000.00
5	04/01/2010	21,466.25	0.00	21,466.25	945,000.00
6	10/01/2010	21,466.25	30,000.00	51,466.25	915,000.00
7	04/01/2011	20,828.75	0.00	20,828.75	915,000.00
8	10/01/2011	20,828.75	35,000.00	55,828.75	880,000.00
9	04/01/2012	20,058.75	0.00	20,058.75	880,000.00
10	10/01/2012	20,058.75	40,000.00	60,058.75	840,000.00
11	04/01/2013	19,178.75	0.00	19,178.75	840,000.00
12	10/01/2013	19,178.75	45,000.00	64,178.75	795,000.00
13	04/01/2014	18,188.75	0.00	18,188.75	795,000.00
14	10/01/2014	18,188.75	45,000.00	63,188.75	750,000.00
15	04/01/2015	17,198.75	0.00	17,198.75	750,000.00
16	10/01/2015	17,198.75	50,000.00	67,198.75	700,000.00
17	04/01/2016	16,098.75	0.00	16,098.75	700,000.00
18	10/01/2016	16,098.75	50,000.00	66,098.75	650,000.00
19	04/01/2017	14,998.75	0.00	14,998.75	650,000.00
20	10/01/2017	14,998.75	55,000.00	69,998.75	595,000.00
21	04/01/2018	13,788.75	0.00	13,788.75	595,000.00
22	10/01/2018	13,788.75	55,000.00	68,788.75	540,000.00
23	04/01/2019	12,578.75	0.00	12,578.75	540,000.00
24	10/01/2019	12,578.75	60,000.00	72,578.75	480,000.00
25	04/01/2020	11,243.75	0.00	11,243.75	480,000.00
26	10/01/2020	11,243.75	60,000.00	71,243.75	420,000.00
27	04/01/2021	9,893.75	0.00	9,893.75	420,000.00
28	10/01/2021	9,893.75	65,000.00	74,893.75	355,000.00
29	04/01/2022	8,398.75	0.00	8,398.75	355,000.00
30	10/01/2022	8,398.75	65,000.00	73,398.75	290,000.00
31	04/01/2023	6,887.50	0.00	6,887.50	290,000.00
32	10/01/2023	6,887.50	70,000.00 C	76,887.50	220,000.00
33	04/01/2024	5,225.00	0.00	5,225.00	220,000.00
34	10/01/2024	5,225.00	70,000 0.00	5,225.00	220,000.00
35	04/01/2025	5,225.00	0.00	5,225.00	220,000.00
36	10/01/2025	5,225.00	0.00	5,225.00	220,000.00
37	04/01/2026	5,225.00	0.00	5,225.00	220,000.00
38	10/01/2026	5,225.00	220,000.00	225,225.00	0.00
Total		548,289.99	970,000.00	1,518,289.99	

The Bank of New York Mellon Trust Company, N.A.
Corporate Trust
500 Ross Street, Room 154-1000
Pittsburgh, PA 15262

Date: August 05, 2025
Loan#: LATHRUPV07
RE : LATHRUP VILLAGE CITY OF GO LTD TAX

000417 XBNYMM01 000000

CITY OF LATHRUP VILLAGE
JEFFREY MUELLER
27400 SOUTHFIELD ROAD
LATHRUP VILLAGE, MI 48076

000417



RECEIVED

AUG 13 2025

City of Lathrup Village

Dear Sir/Madam

Please be advised that payment in the amount of \$78,562.50 is due on 10/01/2025 for CITY OF LATHRUP VILLAGE GENERAL OBLIGATION - LIMITED TAX BONDS, SERIES 2007. The bondholder payment date is 10/01/2025. The details of the amount due are as follows:

	<i>Amount in Dollars(\$)</i>
Principal	\$75,000.00
Interest	\$3,562.50
Collection Amount	\$78,562.50
Total Cash on Hand	(\$0.00)
Total Amount Due	\$78,562.50

Refer to your governing docs for payment date rules

In order for us to ensure timely payments to Bondholders, funds must be sent in accordance with the instructions below.

If paying by wire, please include your account number(s) on your wire transfer legend.

If paying by ACH, please include your 'DDA' account number on your ACH transfer legend.

Payment Instructions:
The Bank of New York Mellon
ABA#: 021000018
Account Details
Type Account No.
IMMS 2084728400

The ACH payment instructions are as follows:
The Bank of New York Mellon
ABA#: 021000018
Account Details:
Type: Account No: Description:
DDA 8900626887

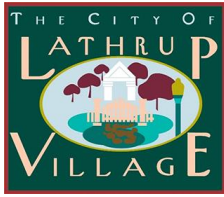
Wire Payments must be received by BNY before 11:00 E.S.T. on 10/01/2025.

ACH payments must be received by BNY 1 business days before 10/01/2025.

If you are not in agreement with the information detailed on this bill, please contact me at (646)782-5536 or email me at tushar.a.raut@bnymellon.com.

Thank you,

Tushar Raut
Corporate Trust Department



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

TO: Mayor & City Council
 FROM: Mike Greene – City Administrator
 DATE: August 18, 2025
 RE: Master Plan Update

Background Brief: The City’s current Comprehensive Plan was finalized during the pandemic in the summer of 2021 and is due for a formal review/update to represent where the City currently is and what the vision is for the future.

Master plans establish a community vision through public engagement and identify how to implement that vision. The plan is an essential document that guides future development throughout the community, adding predictability and community support to the development process.

The Michigan Planning Enabling Act (MEPA) outlines requirements, while the MEDC Redevelopment Ready Communities (RRC) program provides recommendations on the master plan review and update. Meeting the RRC best practice criteria is required for a community to become RRC certified. Beyond meeting state requirements, updating a community master plan is important for maintaining a community vision that municipal staff and officials can reference during decision-making.

Additionally, reviewing/updating a master plan is a standard requirement on numerous grant opportunities offered by the State. If the plan is not reviewed/updated, the City would automatically be disqualified from those opportunities.

Previous Action: Study Session Discussions

Economic Impact: Project cost of \$39,350

\$32,350 budgeted in 101-100-000-882
 \$9,800 budgeted in 101-601-000-882

The City has been awarded a \$28,000 reimbursement grant through the MEDC RRC Technical Assistance program. The net cost of this project, once completed, is ~\$11,350.

Recommendation: I recommend approving the Comprehensive Plan update via Giffels Webster.

Recommended Motion:

Moved by Council Member _____ seconded by Council Member _____
 to approve the Lathrup Village Comprehensive Plan update via Giffels Webster for a cost of \$39,350.

Kelly Garrett
 Mayor

Bruce Kantor
 Mayor Pro-Tem

Jalen Jennings
 Council Member

Jason Hammond
 Council Member

Maria Mannarino
 Council Member

Our understanding of the City's needs:

- Explore how factors such as population shifts, economic changes, and recent development in the City and surrounding area may require updates to land use, recreation, and commercial corridor plans.
- Updated plans for future land use, recreation, and the commercial corridor are needed to guide decisions that impact land use, capital spending, economic development, and quality of life.
- A comprehensive plan will continue to illustrate the physical, social, and economic connections between where and how residents of the city live, work, and play.
- Strategic implementation actions will help the city identify priority improvements and plan for wise future investment of financial and human resources that will leverage quality private investment.
- Public participation is critical to the planning process. Our team offers a variety of public participation approaches in this project.

Work Program

Task 1 Kick-off: Base map, notices, and meeting.

- Kickoff meeting.** Meet with city staff to refine the scope as needed and establish meeting dates. Create a social media plan, consistent with the City's Public Participation Plan, to notify the public of meetings and opportunities for involvement and to make planning documents available for review and comment. Discuss how to use the neighborhood
- Plan Preparation Notices.** Coordinate with city staff to prepare and distribute public notices of the City's intent to update the Master Plan as required by State law.
- Public Input Website.** Create an online platform to gather input from the community about the land use, potential redevelopment sites, recreation needs and wants, and ways to improve the image of Lathrup Village.
 1. Recreation Survey. Launch Recreation Survey through this platform
 2. Business Survey. Launch survey of businesses in the community to obtain current trends and patterns, issues and investment opportunities from the existing operations.
- Data collection & Inventory.** Compile data and images of the following, to be analyzed in following task elements:
 1. Update and assess demographic data to understand current community makeup as well as understand future projections.
 2. Update maps to illustrate land use and assess data as it relates to geography

Timeline: 1 month

Meetings:

- Staff (1)
- Planning Commission (1)

Deliverables:

- Social media plan
- Required legal notices for Plans
- Base maps as described above
- Public input website

Task 2 Market Analysis.

Update the 2019 Market Analysis to help guide and support the land use map, master plan, and economic development strategies. Using the best available data, as well as a consumer spending survey, our partners at The Chesapeake Group will:

- A. Assess the trade area population & spending potential as well as the location of competing centers and their business mix
- B. Assess the regional trends and related commercial and housing development.
- C. Incorporate the findings of public participation as outlined above.
- D. Assess residential and non-residential property trends, including sale price and other factors.
- E. Assess research and development and emerging technology arenas to enhance tax revenues, development, employment, and entrepreneurial niches without negatively impacting either the current or future environment. Identify those with the greatest promise, based on compatibility, competition, and other factors.
- F. Assess the goods and services market using two approaches to define economic opportunities: a cluster analysis using gap methodology and demand forecasting.
- G. Assess the city's residential market to understand demand for style, type, and size of housing.
- H. Identify marketable opportunities for the future based on the economic and physical factors derived from the above analysis and the results of previous tasks noted above.

Timeline: 3 months

Meeting:

- Joint meeting (1). Facilitate meeting of the Lathrup Village City Council, Planning Commission and Downtown Development Authority to review the summary of the above noted analyses and confirm plan goals and objectives.

Deliverables: Summary of survey findings and market analyses

Task 3 Plan Preparation:

Our team proposes to incorporate the following chapters and sub-chapters into one consolidated document:

- A. **Comprehensive Master Plan.** The Comprehensive Master Plan Update will include the following:
 1. **Goals & Objectives.** Based on the existing conditions overview and public input received through the planning process, our team will assist the Planning Commission in updating the Master Plan goals, policies, and objectives.
 2. **Future Land Use Plan Map and supporting recommendations** based on the existing conditions analysis, public input, and goals and objectives. A narrative of the intent of each land use category will be provided in tabular form. The Complete Streets Plan will be updated as necessary. Graphics and implementation details illustrating specific proposals will be included as appropriate.
 3. **Implementation Strategies.** The Comprehensive Master Plan should be a living document, one that provides guidance and direction for short and mid-term action plans. Realization of the community's vision, as identified in the Master Plan will only come to fruition through decisive actions that result from an implementation strategy.
 - a. **Action Items Summary Table:** an easy-to-use checklist for prioritizing implementation strategies. Identify a Champion and Partners for each specific action item to ensure implementation success.
 - b. **Zoning Plan:** Prepare a Zoning Plan to guide short-range zoning decisions. Relate current and new districts to each land use category as necessary. Provide direction for zoning changes needed as a result of the Master Plan.

B. **Parks and Recreation Plan.** We will prepare the City's Parks and Recreation Plan per the state of Michigan Department of Natural Resources guidelines. The plan will contain the following:

1. Community Description
2. Administrative Structure
3. Inventory of Existing Parks, Natural Areas and Recreation Facilities
4. Description of the Planning and Public Input Process
5. Goals and Objectives
6. Action Program

Timeline: 6 months

Meetings:

- Planning Commission meetings (4) – Note, it is assumed that these are regularly scheduled meetings (or study sessions ahead of the regular meeting).
- Recreation Advisory Board (2)
- Public Open House: During the plan development process, the public will be invited to attend an open house to review the findings and offer additional input.

Deliverables: Draft Comprehensive Plan & Draft Recreation Plan

Task 4: Public Hearing & Adoption

- A. Assist in preparing for the distribution of the draft plans to surrounding communities and designated agencies and utilities.
- B. Prepare notice of public hearing in accordance with the Michigan Planning Enabling Act and the Michigan DNR requirements.
- C. Present each draft Plan at the public hearing (two if the Master Plan update takes longer than the Recreation Plan, which should be submitted by February 1, 2026). Prepare Resolutions of Adoption.
- D. Assist Planning Commission and City Council with final adoption procedures

Timeline: 3-4 months

Meeting: One public hearing with the Planning Commission

Deliverables: Final draft plan for review and public hearing

Task 5: Plan Prep & Printing

- A. Final draft: Prepare document for printing and/or electronic copies to be distributed by a digital link. Print complete document for distribution.
- B. Transmit Adopted Plan: Transmit the Plans as electronic documents in PDF format. Coordinate with city staff to ensure the adopted Plan is distributed in accordance with State law.

Timeline: 1 month

Deliverable: Final Comprehensive plan as identified above.

Timeline and Budget

Some of the above noted elements may be conducted concurrently. We estimate the above scope of work to take between 12-17 months, depending on the City's meeting schedule and availability, as well as on the required public hearing timetables. The timeline does accommodate completion, adoption, and submittal of the Recreation Plan to the DNR by February 1, 2026, to keep the City eligible for DNR grant opportunities.

We will work with the City of Lathrup Village to refine the work program to meet the needs of the City in the most cost-effective manner possible, while still providing a high quality, easy to read working document. The fee for both plans, broken down by plan is presented below – note the cost savings with the existing conditions assessment and public input for combining this work into one comprehensive planning process.

Plan Element/ Plan Type	Master Plan	Recreation Plan	Comprehensive Plan
Existing Conditions (demographics and land use)	\$4,500	\$1,600	\$4,500
Market Study	\$4,850		\$4,850
Goals/Objectives	\$2,000	\$1,200	\$3,200
Public Input	\$6,500	\$2,300	\$7,600
Plan Content	\$9,500	\$2,600	\$12,100
Action Strategies	\$2,500	\$1,200	\$3,700
Public hearing/adoption	\$2,500	\$900	\$3,400
Cost	\$32,350	\$9,800	\$39,350

CASE - 442726

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
CITY OF LATHRUP VILLAGE**

The Michigan Economic Development Corporation (the “MEDC”) enters into a binding agreement (the “Agreement”) with City of Lathrup Village (the “Grantee” or the “Municipality”). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a “Party” and collectively as “Parties.”

Grantee: City of Lathrup Village
40555 Utica Road
Lathrup Village, Michigan 48076

I. NATURE OF SERVICES. The purpose of this Agreement is to provide funding to the Grantee to hire services to update the master plan and economic development strategy (the “Grant Activities”).

II. PERFORMANCE SCHEDULE.

Starting Date: July 29, 2025

Ending Date: June 30, 2026

The term of this Agreement (the “Term”) shall commence on the Starting Date and shall continue until the occurrence of an event described in Section VIII of this Agreement.

III. PAYMENT SCHEDULE INFORMATION.

A. The MEDC agrees to pay the Grantee a sum not to exceed Twenty-Eight Thousand Dollars (\$28,000) (the “Grant”), according to the following schedule:

(i) 25% of the Grant paid upon completion and approval of Milestone One.

(ii) 50% of the Grant paid upon completion and approval of Milestone Two.

(iii) 25% of the Grant paid upon completion and approval of Milestone Three.

B. Payment under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator, as identified in Section IV, of documentation evidencing the completion and achievement of each of the Milestones (the “Supporting Documentation”) to the satisfaction of the Grant Administrator. The Grant Administrator shall provide the Grantee with appropriate submission instructions of the Supporting Documentation.

C. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

D. The Grantee agrees that all funds are to be spent as specified in this Agreement. This Agreement does not commit the MEDC to approve requests for additional funds during or beyond this Grant period.

IV. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

Michelle Parkkonen (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
parkkonenm@michigan.org

V. **GRANTEE DUTIES.** The Grantee agrees to undertake, perform, and complete the following during the Term, to the satisfaction of the Grant Administrator:

A. **Milestone One:**

- i. Provide a fully executed copy of a contract between the Municipality and Giffels Webster (the "Consultant") to have the following services performed for the Municipality:
 1. Update the master plan and economic development strategy in a manner consistent with the MEDC's Redevelopment Ready Communities ("RRC") Best Practices; and
 2. Facilitate formal adoption of the updated master plan and economic development strategy.
- ii. Schedule a formal kick-off meeting with the MEDC, the Consultant, and key officials at the Municipality.

B. **Milestone Two:** Provide full draft of the updated master plan and economic development strategy to the Grant Administrator.

C. **Milestone Three:**

- i. Prior to obtaining formal adoption indicated in Section V(C)(ii), obtain agreement from the MEDC that the proposed master plan and economic development strategy aligns with the RRC Certified expectations.
- ii. Obtain formal adoption by the Municipality's governing body of the

updated master plan and economic development strategy, as approved by the MEDC.

- iii. Make the updated master plan and economic development strategy available on Municipality's website within thirty (30) days following formal adoption.
- D. Apply all Grant funds towards paying the Consultant for its services described in Section V(A).
- E. Ensure the MEDC is invited to all key meetings throughout the project.
- F. Within 15 days of the Ending Date, provide the MEDC with written feedback summarizing feedback to the MEDC on the Grant funding process and the experience working with the Consultant.

VI. RELATIONSHIP OF THE PARTIES.

- A. Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B. Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.
- C. The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.
- D. All tools, supplies, materials, equipment and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.
- E. Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

VII. ACCESS TO RECORDS. During the Term, and for Seven years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

VIII. TERMINATION. This Agreement shall terminate upon the earlier of the following:

- A.** The Ending Date.
- B.** Termination by the MEDC, by giving thirty calendar days prior written notice to the Grantee. In the event that the Legislature of the State of Michigan (the "State"), the State Government, or any State official, commission, authority, body, or employee or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Grant, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee.
- C.** Termination by the MEDC pursuant to Section XIX of this Agreement.

IX. MEDC EMPLOYEES. The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.

X. CONFIDENTIAL INFORMATION. Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.

XI. PUBLICATIONS. Except for Confidential Information, the MEDC hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.

XII. INTELLECTUAL PROPERTY RIGHTS. Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices (“Inventions”) and shall have the right to enter into license agreements with industry covering Inventions.

XIII. CONFLICT OF INTEREST. Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee, nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Grantee’s performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either’s employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC’s satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, “conflict of interest” shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

XIV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE. To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its officers, agents, and employees (the “Indemnified Persons”) from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee’s operations; however, Grantee’s indemnification obligation shall not be limited to the limits of liability imposed under the Grantee’s insurance policies. The Grantee will provide and maintain its own general liability, property damage, and workers compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee’s obligation for indemnification under this Agreement.

- XV. TOTAL AGREEMENT.** This Agreement is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding.
- XVI. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.
- XVII. COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties under this Agreement.
- XVIII. DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification or warranty was made in any material respect; (b) the Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within Sixty calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within Sixty calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within Sixty calendar days. (f) the Grantee's failure to comply with the reporting requirements hereof; (g) the Grantee's failure to comply with any obligations or duties contained herein; (h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.
- XIX. AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.

- XX. REIMBURSEMENT.** If this Grant is terminated as a result of Section XVIII(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.
- XXI. NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) One business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.
- XXII. AMENDMENT.** This Agreement may not be modified or amended except pursuant to a written instrument signed by the Parties.
- XXIII. GOVERNING LAW.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement.
- XXIV. COUNTERPARTS AND COPIES.** The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.
- XXV. JURISDICTION.** In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim (a) that it is not subject to the jurisdiction of such court, (b) that the action is brought in an inconvenient forum, (c) that the

venue of the suit, action or other proceeding is improper or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

XXVI. SEVERABILITY. All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

XXVII. PUBLICITY. At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

XXVIII. SURVIVAL. The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV, XXVI and XXVII shall survive termination of this Agreement.

(remainder of page intentionally left blank)

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE:

City of Lathrup Village

Dated: August 12, 2025



Mike Greene
City Administrator

MEDC ACCEPTANCE:

Michigan Economic Development Corporation

Dated: _____

Linda Asciutto
Chief General Counsel