



# City Council Study Session

Monday, June 02, 2025 at 6:00 PM

27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order** by Mayor Garrett
2. **Discussion Items**
  - A. Payment in Lieu of Taxes (PILOT) Ordinance
  - B. Assessing Services
  - C. Southfield Fire & Dispatch Contracts
  - D. San Jose - Siren Activated Gate
  - E. National Fitness Campaign - Annie Lathrup Park Fitness Court
3. **Public Comments**
4. **Mayor and Council Comments**
5. **Adjourn**

## 6. ADDRESSING THE CITY COUNCIL

Your comments shall be made during the 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 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 of the public hearings being held.

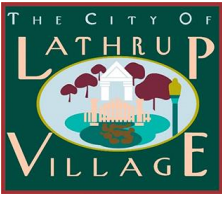
In addition to the opportunities described above, a citizen may respond to questions posed to them by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.

No speakers may make personal or impertinent attacks upon any officer, employee, City Council member, or other elected Official that is unrelated to how the officer, employee, or City Council member or other Elected Official performs their 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.

The Mayor shall direct any person who violates this section 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](http://www.lathrupvillage.org) | (248) 557-2600

TO: Mayor & City Council  
 FROM: Mike Greene – City Administrator  
 DATE: June 2, 2025  
 RE: Study Session

#### **DRAFT – PILOT Ordinance**

A Payment in Lieu of Taxes (PILOT) ordinance establishes the framework for the City to enter into an agreement with a developer, where the developer pays a specified amount instead of traditional property taxes, primarily used to incentivize affordable housing projects.

The purpose of this item is to continue our discussion regarding the draft PILOT ordinance. When ready, this ordinance will follow the City's normal procedures and go through a first and second reading during regular City Council meetings.

Included in your packet is the estimated taxable value of the school project from Oakland County for reference.

#### **Assessing Services**

As the Council is aware, communities that contract with Oakland County for assessing services have been raising concerns, and in some cases, changing vendors, after the Oakland County Board of Commissioners voted to raise rates.

There are 19 cities and 13 townships that contract with the Oakland County Equalization Division for assessing services, which determine taxable values. The county charges communities on a per-parcel basis. The contracts are for three years, beginning July 1.

The County's new rate model offers two options to communities: the Initial Rate Model or the Smoothed Model. For Lathrup Village, both models cost ~\$205,862 over the 3-year contract. The smoothed rate model would cost the City ~\$47,348 in year 1 and ~\$90,184 by year 3. The Initial Rate Model would cost the City ~\$65,670 in year 1 and ~\$71,862 by year 3. REMINDER – Before the County decided to change its rate structure at the last minute, our yearly bill was approximately \$38,000.

Due to this excessive rate change, the City published an assessing RFP with only one additional response other than Oakland County.

The City of Southfield submitted a proposal to become the City Assessor at a flat rate of \$50,000 per year (\$150,000 over the three-year contract).

Cost-wise, Southfield provides a better deal overall over the next three years.

The purpose of this item is to gather initial feedback from the Council and take any questions you may have before staff brings this item back for Council consideration at the June 16 Regular Meeting.

The City budgeted \$58,000 in the FY 26 budget for assessing services.

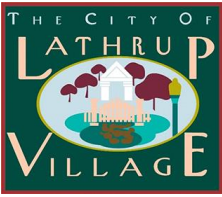
Kelly Garrett  
Mayor

Bruce Kantor  
Mayor Pro-Tem

Jalen Jennings  
Council Member

Jason Hammond  
Council Member

Vacant  
Council Member



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### **Southfield Fire & Dispatch Contracts**

Both the Southfield Fire and Southfield Dispatch contracts expire at the end of June 2025. This item is to briefly review the proposed contract extension with the City of Southfield for fire and dispatch services before staff brings this item back for Council consideration at the June 16 Regular Meeting.

### **San Jose – Siren Activated Gate**

The City has been awarded \$21,356 from Oakland County through the 2025 Local Road Improvement Program (LRIP). The funding was approved to support the installation of a siren-activated gate on San Jose Boulevard. The purpose of this discussion is to gather Council feedback on this potential project before staff begins working with City Engineering to refine our plan and place a project out to bid.

### **National Fitness Campaign – Annie Lathrup Fitness Court**

During our FY 26 budget discussions, the proposed Annie Lathrup Fitness Court project was pulled due to budget constraints. I have informed the NFC of this decision; however, at the start of this quarter, the NFC has started a funding development program to assist communities in bringing these courts to fruition (as we are not the only community that is having this issue). While they do not have partner-facing materials finished yet, the NFC wanted staff to ask Council if they would be open to matching the \$50,000 that the NFC pledged to this project, and if so, the NFC can add Lathrup Village to their funding development program pipeline. At that point, when the partner-facing materials are finalized internally, I can share them with the City Council.

Based on my call with the NFC, their funding development program appears to be a subsequent grant assistance program (similar to our LexiPol service). Where the NFC would manage seeking/obtaining additional grants to help offset the cost of these projects for partner communities.

REMINDER – The FY 26 draft budget included \$175,000 for this project. The NFC ask would reduce the City's commitment by \$125,000.

Kelly Garrett  
Mayor

Bruce Kantor  
Mayor Pro-Tem

Jalen Jennings  
Council Member

Jason Hammond  
Council Member

Vacant  
Council Member

ORDINANCE NO. \_\_\_\_\_-25

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

**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.**

**THE CITY COUNCIL OF THE CITY OF LATHRUP VILLAGE ORDAINS:**

**PART I. TITLE.**

This Ordinance shall be known as the "Workforce Housing PILOT Ordinance".

**PART II. ORDINANCE AMENDMENT.**

Chapter 77. Urban Redevelopment, Article III. Workforce Housing PILOT, of the City of Lathrup Village Code of Ordinances is hereby added to read as follows in its entirety:

**ARTICLE III. WORKFORCE HOUSING PILOT**

**Sec. 77-50. TITLE.**

This Ordinance shall be known and cited as the "Lathrup Village Workforce Housing PILOT Ordinance."

**Sec. 77-51. PREAMBLE**

It is a proper public purpose for the City of Lathrup Village to encourage the development or rehabilitation of workforce housing for persons and families whose household income is not greater than 120% of area median income by exempting such housing from all ad valorem property taxes imposed by any taxing jurisdiction and providing for payment of an annual service charge for public services in lieu of all such taxes. A PILOT, or service charge payment in lieu of taxes, is an effective means of incentivizing the construction of workforce house. A stable and predictable service charge

paid in lieu of all ad valorem property taxes for a fixed period is essential to the determination of the economic feasibility of workforce housing projects developed or rehabilitated in reliance on such tax exemption. The City is authorized by section 15a of Public Act 346 of 1966, as amended, MCL 125.1415a, to establish, or change by any amount it chooses, the service charge to be paid in lieu of all ad valorem taxes in accordance with section 15a with respect to new or rehabilitated workforce housing, but not an amount that exceeds the taxes that would be paid but for this authorization or the other limitations imposed by that section. Because workforce housing for individuals and families whose household income is not greater than 120% of area median income is a public necessity, and because the City will be benefited and improved by such housing, encouraging the same through an ad valorem property tax exemption is a valid public purpose.

### **Sec. 77-52. DEFINITIONS.**

Unless otherwise specified herein, the terms used in this article shall be defined as follows:

**Additional Amount.** Shall mean an amount equal to the difference between the following:

- (1) the millage rate levied for operating purposes by the County multiplied by the current Taxable Value of a workforce housing project for which a PILOT Resolution has been adopted, and
- (2) the amount of the annual service charge paid in lieu of ad valorem property taxes by the housing project under Sec. 77-53(C) that is distributed to the County pursuant to MCL 125.1415a(5).

**Annual Shelter Rent.** Shall mean the total collections during an agreed annual period from or paid on behalf of the occupants of a housing project representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants and paid for by the housing project.

**Area Median Income.** Shall mean the midpoint of the Detroit-Warren-Livonia, MI HUD Metro FMR (Fair Market Rent) Area's household income distribution as calculated by the U.S. Department of Housing and Urban Development.

**Authority.** Shall mean the Michigan State Housing Development Authority.

**County.** Shall mean the County of Oakland.

**PILOT Resolution.** Shall mean a project-specific resolution adopted by the City Council

that approves a housing project for exemption under this Ordinance.

**Restrictive Covenant.** Shall mean a recorded agreement between Sponsor and the City running with the land that restricts the use of the housing project to workforce housing, as defined in this Ordinance, for a period not to exceed 15 years, or such greater or lesser period of time as may be authorized by state law and as may be required by the PILOT Resolution.

**Sponsor.** Shall mean any person or entity applying for a workforce housing exemption under this Ordinance, and includes any person or entity who subsequently owns the housing project.

**Taxable Value.** Shall mean taxable value as calculated under section 27a of the general property tax act, 1893 PA 206, MCL 211.27a.

**Workforce housing.** Shall mean rental units or other housing options that are reasonably affordable to, and occupied by, a household whose total household income is not greater than 120% of the area median income published by the United States Department of Housing and Urban Development.

#### **Sec. 77-53. AUTHORIZATION AND ESTABLISHMENT OF WORKFORCE HOUSING EXEMPTION.**

(A) The class of housing projects to which the tax exemption shall apply and for which a service charge may be paid in lieu of all ad valorem property taxes are housing projects being developed or rehabilitated for workforce housing.

(B) Subject to the recording of a Restrictive Covenant, workforce housing and the property on which such housing is or will be located shall be exempt from all ad valorem property taxes as of December 31 of the year in which construction or rehabilitation commences. Construction must start within one year of the date of the Authority's notification of exemption or such longer period of time as may be provided by the PILOT Resolution.

(C) The City will accept payment of an annual service charge in lieu of all ad valorem property taxes for public services from the owner of a housing project for which the City has received a certified notification of exemption from the Authority in accordance with the following:

1. Subject to subsections (D), (E) and (F), for a new construction project, an amount that is not less than the minimum annual amount agreed upon by the parties but not greater than an annual rate up to 10% of the Annual

Shelter Rent obtained from the project as agreed by the parties.

2. Subject to subsections (D), (E) and (F), for a rehabilitation project, an amount that is not less than the minimum annual amount agreed upon by the parties but not greater than an annual rate up to 10% of the Annual Shelter Rent obtained from the project as agreed by the parties.
3. The service charge paid in lieu of taxes shall not exceed the amount in ad valorem taxes that the Sponsor would have otherwise paid if the workforce housing project were not tax exempt.

(D) Notwithstanding the provisions of MCL 125.1415a(3)(b) and 125.1415a(7) to the contrary, upon the adoption of a PILOT Resolution and receipt of a certified notification of exemption from the Authority, a contract shall be deemed effected between the City and the Sponsor, to provide a tax exemption and accept service charge payments in lieu of taxes as previously described by this section.

(E) Notwithstanding subsection (C), the service charge paid each year in lieu of taxes for that part of a workforce housing project that is tax exempt under this Ordinance but not used for workforce housing must be equal to the full amount of the taxes that would be paid on that portion of the project as if the project were not tax exempt. **The owner of the project shall allocate the benefits of any tax exemption granted pursuant to this Ordinance exclusively to workforce housing or to the maintenance and preservation of the housing project as a safe, decent, and sanitary workforce housing.**

(F) The annual service charge under subsection (C) for a workforce housing project for which a PILOT Resolution has been adopted must be increased by the Additional Amount if both of the following requirements are met:

1. Not later than 45 days after the county treasurer's receipt of the certified notification of exemption, the County Board of Commissioners passes a resolution, by majority vote, that provides that the Additional Amount must be paid.
2. The approval of the resolution described in subparagraph (1) is in accordance with an ordinance or resolution adopted by the County Board of Commissioners establishing the factors to be considered when assessing whether the Additional Amount must be paid.

(G) An Additional Amount received under Section (F) must be distributed to Oakland County.

#### **Sec. 77-54. WORKFORCE HOUSING EXEMPTION APPLICATION, REVIEW AND APPROVAL PROCESS.**

(A) An applicant for a workforce PILOT must own the property that is the subject of the application or must be the purchaser under a purchaser or option agreement. The property that is the subject of the application must be zoned for the use at the time of applicant.

(B) Prior to applying for a workforce housing PILOT, the applicant is encouraged to meet with the City Manager, Zoning Administrator, and Assessor and any other person as may be designated by the City Manager and present the proposed workforce housing project. The presentation may include a description of the applicant's organizational structure, development experience, scope of the workforce housing project, location, number of units, types of units, typical floor plans, exterior elevations, schedule with projected milestones, and estimated shelter rents.

(C) The applicant shall submit its request for a PILOT using the form provided by the City and include the information identified in subsection (B) above together with zoning approval.

(D) If a complete application is received no less than 30 days prior to the next regularly scheduled City Council meeting, the city clerk will place the request on the agenda of the next regularly scheduled meeting. If the application is received less than 30 days prior to the next regularly scheduled City Council meeting, the application shall be placed on the agenda of the regular meeting that follows the next regularly scheduled meeting or the agenda for a special meeting scheduled by the City Council at the request of the applicant.

(E) When reviewing an application for a workforce housing PILOT, the decision to approve or deny the request shall be guided by the City Council consideration of the following factors:

- (1) Whether the PILOT will increase the number of available workforce housing units in the city.
- (2) Whether the PILOT will reduce the functional obsolescence of an existing building or housing unit(s).
- (3) Whether the PILOT is likely to encourage expansion of the population of city.
- (4) Whether the location of the workforce housing is consistent with the goals and objectives of the city's Master Plan.
- (5) Whether the development or rehabilitation of the workforce housing requires zoning variances and results in the continuation of a nonconforming use.
- (6) Whether the PILOT will result in the provision of housing amenities.
- (7) Whether the PILOT will facilitate provision of an attractive, viable housing



units.

(F) Approval of a PILOT for workforce housing requires a public hearing held by City Council prior to consideration of a resolution.

(G) Approval of a PILOT for workforce housing requires passage of a resolution of approval by 4 members of the City Council that includes the findings with respect to the standards of subsection (E).

(H) If the PILOT application is approved, the city clerk will deliver to the applicant a certified copy of the resolution approving the application.

(I) To defray the administrative cost of processing an applicant for a workforce housing PILOT, the City Council may include a workforce housing application fee in its annually adopted fee schedule.

#### **Sec. 77-55. AUTHORITY AFFIDAVIT AND ASSESSOR NOTIFICATION.**

(A) Following adoption of the PILOT Resolution, the Sponsor must submit an affidavit to the Authority in the form required by the Authority for certification by the Authority that the project is eligible for the workforce housing exemption.

(B) Upon receipt of notification from the Authority that the project is eligible for a workforce housing exemption, the Sponsor or the Authority must file the certified notification of exemption with the city assessor before November 1 of the year preceding the tax year in which the exemption is to be effective.

(C) Not later than 5 business days after receipt of the certified notification of exemption, the assessor shall provide a copy of the certified notification of exemption to the County Treasurer.

#### **Sec 77-56. PAYMENT OF PILOT.**

(A) The owner of the workforce housing shall remit the annual PILOT payment to the city treasurer no later than February 15th. Any PILOT payment or portion of PILOT payment remaining unpaid as of the due date shall bear interest at [1]% per month and require payment of a [3]% penalty fee. The PILOT payment shall be accompanied by an estimate of shelter rents for the current calendar year and a certified roll of shelter rents for the preceding calendar year.

(B) Except as otherwise provided in this section and Sec 77-53, any payments for public services under this Ordinance shall be distributed to the governmental units levying the general property tax in the same proportion as prevailed with the general

property tax in the previous calendar year.

(C) If the property subject to this PILOT is located within a Downtown Development Authority (DDA) district with an active Tax Increment Financing (TIF) plan, the DDA shall be entitled to capture the portion of the annual service charge that represents the incremental increase above the base taxable value established by the TIF plan, unless the City and the DDA agree otherwise to support workforce housing objectives. Any remaining funds after TIF capture, if applicable, shall be distributed to the governmental units per this section.

(D) The distribution to those governmental units shall be made as if the number of mills levied for local school district operating purposes were equal to the number of mills levied for the purposes in 1993 minus the number of mills levied under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, for the year for which the distribution is calculated. The amount of payments in lieu of taxes to be distributed to a local school district for operating purposes under this subsection must not be distributed to the local school district but instead must be paid to the state treasury and credited to the state school aid fund established by section 11 of article IX of the state constitution of 1963.

(E) Any PILOT payment or portion of PILOT payment remaining unpaid as of the due date shall bear interest at 1% per month and require payment of a 3% penalty fee. The collection of past due PILOT payments shall otherwise be in accordance with the provisions of Chapter 211 of the General Property Tax Act, Act 206 of 1893, as amended; MCL 211.44 et seq.

## **Sec. 77-57. DURATION AND RECORDED RESTRICTIVE COVENANT.**

(A) A PILOT Resolution shall be for a term of fifteen (15) years, the parties shall have three (3) five (5) year options to extend the PILOT Resolution. The party seeking to exercise an option shall provide the other party written notice ninety (90) days in advance of the expiration of the Resolution. All options require approval of a Resolution by 4 members of the City Council.

(B) A workforce housing project approved for an exemption by a PILOT Resolution shall be encumbered by a Restrictive Covenant recorded in the office of the Register of Deeds for the County.

(C) The Restrictive Covenant shall acknowledge (i) that the economic feasibility of the workforce housing project depends on the approval and continuing effect of the payment in lieu of all ad valorem taxes as approved by the PILOT resolution; (ii) the City's agreement to accept payment of an annual service charge in lieu of all ad valorem taxes in consideration of the Sponsor's offer to construct or rehabilitate workforce housing; and (iii) the amount of the annual service charge to be paid for each operating year.

(D) The Restrictive Covenant shall provide:

- (1) for the reporting and monitoring of the Sponsor's compliance with the Restrictive Covenant by annually submitting compliance reports on or before January 31, including occupancy and rent data to the City Manager, this Ordinance and the PILOT Resolution;
- (2) that the Restrictive Covenant is enforceable by the City and any Tenants to be benefitted at law or in equity;
- (3) shall provide other remedies available to the City for non-compliance, including termination of the exemption and repayment of all prior years' tax savings under the workforce housing exemption after notice and hearing, a hearing shall be scheduled within 30 days of notice; and
- (4) that the Restrictive Covenant cannot be modified or terminated except in a written instrument executed by the Sponsor or then current owner and the City.

### **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



OAKLAND COUNTY EXECUTIVE DAVID COULTER

**Equalization Division**

(248) 858-0740

[equal@oakgov.com](mailto:equal@oakgov.com)

May 16, 2025

Jordan Sherman  
 Surnow Company  
 320 Martin St #100  
 Birmingham, MI 48009  
 (248) 672-9299  
[Jordan@surnow.com](mailto:Jordan@surnow.com)

RE: Estimate of Property Assessment

Dear Jordan,

The Surnow Company has requested Oakland County Equalization to develop an estimate of True Cash Value, and its related Assessed Value, for renovation of an existing historical building into a 145-unit multi-residential property.

The original 2024 Roll Values are:

Parcel ID(s)	Address	Assessed Value	True Cash Value (2x Assessed Value)
40-24-13-303-021	27700 Southfield Rd	\$654,180	\$1,308,360

The purpose of this estimate is to assist the City of Lathrup Village in its decision-making relating solely to the application(s) pertaining to a Payment in Lieu of Taxes (PILOT). It may not be used for any other purpose(s).

This estimate of true cash value is based on the hypothetical condition, presuming the proposed improvements considered on the parcel(s) and having a prospective valuation tax date of December 31, 2024. Hypothetical information relating to the proposed improvements was provided by the Surnow Company. If any of the information that was provided is incorrect, our analysis and conclusions may be false. We assume no responsibility for the information provided. Information relied on for this estimate are retained in our office files.

The estimated true cash value is as follows:

Parcel ID(s)	Address	Assessed Value	True Cash Value (2x Assessed Value)
40-24-13-303-021	27700 Southfield Rd	\$10,125,000	\$20,250,000



OAKLAND COUNTY EXECUTIVE DAVID COULTER

The true cash value estimated was calculated using the Michigan State Tax Commission Cost Manual Volume II (Commercial & Industrial), and procedures and practices mandated by the Michigan State Tax Commission.

Should you have any questions or require additional information please feel free to contact me.

Sincerely,

*Terry D. Schultz*

**Terry D. Schultz**

**Chief**

Oakland County Equalization Division  
250 Elizabeth Lake Road, Suite 1000W  
Pontiac, MI 48341-0431  
Phone: 248.858.1699  
Email: [schultz@oakgov.com](mailto:schultz@oakgov.com)

*Lisa Nader*

**Lisa Nader**

**Equalization Field Supervisor**

Oakland County Equalization Division  
250 Elizabeth Lake Road, Suite 1000W  
Pontiac, MI 48341-0431  
Phone: 248.858.1766  
Email: [naderl@oakgov.com](mailto:naderl@oakgov.com)

			<u>2024</u> assessed value	<u>2024</u> taxable value			<u>2025</u> assessed value	<u>2025</u> taxable value			<u>estimated</u> assessed value	<u>estimated</u> taxable value	
			618,840	316,210			654,180	326,010			10,125,000	9,796,830	
<u>2024</u> millage rates				<u>2024</u> property taxes	captured by DDA			<u>2025</u> tentative property taxes	captured by DDA			<u>estimated</u> property taxes	captured by DDA
3.9539	County Operating			1,250.26	1,250.26			1,289.01	1,289.01			38,735.69	38,735.69
0.1874	OIS Allocated			59.26				61.09				1,835.93	
2.9667	OIS Voted			938.10				967.17				29,064.26	
1.4836	OCC			469.13	469.13			483.67	483.67			14,534.58	14,534.58
6.0000	State Education			1,897.26				1,956.06				58,780.98	
9.0000	School Operating			2,845.89				2,934.09				88,171.47	
0.7500	School Debt 2017			237.16				244.51				7,347.62	
17.3001	CVT Operating			5,470.46	5,470.46			5,640.01	5,640.01			169,486.14	169,486.14
2.5948	Refuse			820.50	820.50			845.93	845.93			25,420.81	25,420.81
1.8823	DDA			595.20	595.20			613.65	613.65			18,440.57	18,440.57
0.3455	School Sinking Fund			109.25				112.64				3,384.80	
3.9307	Road Bond Debt			1,242.93	1,242.93			1,281.45	1,281.45			38,508.40	38,508.40
1.8000	School Debt 2023			569.18				586.82				17,634.29	
2.0000	S/A PA 33 Public Safety							652.02				19,593.66	
0.6500	County Pk & Rec			205.54	205.54			211.91	211.91			6,367.94	6,367.94
0.2062	HCMA			65.20	65.20			67.22	67.22			2,020.11	2,020.11
9.0000	School Operating			2,845.89				2,934.09				88,171.47	
1.2100	School Debt			382.61				394.47				11,854.16	
0.0941	Zoo Authority			29.76				30.68				921.88	
0.1937	Art Institute			61.25				63.15				1,897.65	
0.9464	Oakland Transit			299.26	299.26			308.54	308.54			9,271.72	9,271.72
0.3456	School Sinking Fund			109.28				112.67				3,385.78	
1.8000	School Debt 2023			569.18				586.82				17,634.29	
				<b>\$21,072.55</b>	<b>\$10,418.49</b>			<b>\$22,377.65</b>	<b>\$10,741.38</b>			<b>\$672,464.21</b>	<b>\$322,785.95</b>

May 13, 2025

Susan Montenegro  
Manager  
City of Lathrup Village  
27400 Southfield Rd.  
Lathrup Village, MI 48076

Dear Manager Montenegro:

Oakland County appreciates the opportunity to provide accurate and cost-effective assessing services to the City of Lathrup Village and to dozens of other communities in our county. We hope to continue our partnership with you in the years ahead.

We are proud that Oakland County assessing services are performed by some of the most skilled and qualified professionals in Michigan, ensuring accuracy, fairness, and legal compliance. Communities we serve receive a wide array of benefits, including:

- State-certified, full-time professional assessors
- Consistent and compliant assessment practices
- Up-to-date property record systems
- Ongoing staff training and support
- Support at the Michigan Tax Tribunal at no additional cost

As you know, the Board of Commissioners recently adopted uniform per-parcel assessing rates for the next three years. While the cost of providing assessing services has increased over time, the county's rates have not kept up with those increases. While the new rates reflect the actual cost of providing such services, they are also lower than the average \$33 per parcel cost paid by municipalities in Oakland County which do their own assessing.

The Board also adopted a three-year rate smoothing plan with a lower initial rate in the first year followed by larger increases in the second and third years, giving municipalities the option of adjusting to the new cost structure more gradually.



City of Lathrup Village  
Assessing Contract  
May 13, 2025 | Page 2

Enclosed is a new three-year assessing services contract for your consideration, including:

- Comprehensive Assessment Services to be provided (See Section 3)
- Assistance with appealed assessments involving the “Michigan Tax Tribunal” and “Tribunal” (See Section 4)
- “Initial” Rate per Parcel per Contract Period (See Section 10.2)
- The “Smoothed” rate per parcel per Contract Period so you can evaluate whether this option is better for your community

If you have questions about the contract, the new rates, how the smoothing plan works or the services we provide, please feel free to contact me at [lohmeierm@oakgov.com](mailto:lohmeierm@oakgov.com) or (248) 858-0760.

Again, thank you for the opportunity to provide assessing services to the City of Lathrup Village.

Sincerely,



Michael R. Lohmeier, MMAO, PPE, MAI, SRA, FASA, RES  
Equalization Officer

**CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE  
FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES  
WITH City of Lathrup Village**

THIS CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and with the City of Lathrup Village, a Michigan Constitutional and Municipal Corporation whose address is 27400 Southfield Rd., Lathrup Village, Michigan 48076 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

**INTRODUCTORY STATEMENTS**

1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
2. The Parties acknowledge that absent an agreement such as this, and in accordance with MCL 211.10(f)(1), if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions of this Act, the State Tax Commission ("Commission") shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of state employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.
3. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.
4. The Municipality has requested the County's Equalization Division's Assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
5. The County has determined that it has sufficient "Assessment Division Personnel," possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Real and Personal Property Assessment Administration Services" under the terms and conditions of this Contract.

**NOW, THEREFORE,** in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

**§1. DEFINED TERMS.** In addition to the above defined terms (i.e., "Contract," "County," "Municipality," "Party," and "Parties," and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1 "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of, the larger group of County Agents as defined above, employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipality's annual assessment roll.
- 1.2 "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.
- 1.3 "Contract Period" shall be defined beginning July 1, through June 30.
- 1.4 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.

- 1.5 "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of provided equalization services, and its related activities, in adherence with MCL 211.34.
- 1.6 "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.7 "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.8 "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.
- 1.9 "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any, and all, departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury, unless used in this Contract to provide specific context otherwise, and will do so as:
- 1.9.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.
- 1.9.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.
- 1.9.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Regulatory Affairs of the State of Michigan (<https://www.michigan.gov/taxtrib>).

**§2. PURPOSE OF COUNTY ASSESSMENT SERVICES.** The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide

Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute *effort* toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

**§3. ASSESSMENT SERVICES.** The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.

- 3.1 Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.
- 3.2 Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.
- 3.3 Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission *Assessors Manual*. (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.
- 3.4 Assessment Division Personnel are responsible for performing annual assessment of real or personal property in the Municipality on which real or personal property taxes are levied by any taxing unit of the State, consistent with the General Property Tax Act, MCL 211.1 *et seq.*, and other applicable law.
- 3.5 Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.
  - 3.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.
  - 3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provided to Municipality in a timely and organized manner in order for the County to process.

- 3.6 Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.
- 3.7 Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.
- 3.8 Assessment Division Personnel are responsible for preparing and maintaining the ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel and provide assistance when and where needed.
- 3.9 Assessment Division Personnel shall certify the assessment for the Municipality consistent with the General Property Tax Act, MCL 211.1 *et. seq.*, and other applicable law. Assessment Division Personnel will attend Board of Review meetings, as required by state requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per state requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.
- 3.10 Upon request and with reimbursement of travel, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County. If travel is required for any meetings or appeals described in Section 4 of this Contract, then the County shall be reimbursed at applicable federal reimbursement rates.
- 3.11 Assessment Division Personnel will have the required certifications for the Assessment Services to be performed under the Contract, Municipality will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.
- 3.12 Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible Public Relations efforts with residents and business owners.
- 3.13 Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL 211.10a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is available on the County's website, and in-person as indicated on signage located at the reception area of the County Equalization's main office, as required by MCL 211.10a.
- 3.14 Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided



that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.

- 3.15 Pursuant to the Contract Term as set forth in Section 10 of this Contract, Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.).
- 3.16 Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.
- 3.17 The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers ("PIN") and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

**§4. MICHIGAN TAX TRIBUNAL.** Assessment Division Personnel agree, upon written request, to assist the Municipality in its defense relating to its appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal."

- 4.1 The Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. Accordingly, the Parties agree to work together throughout the appeal process for a fair resolution.
  - 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree the Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.
  - 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.
  - 4.1.3 Municipality agrees any private independent fee appraiser(s) will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, and will be a qualified appraiser in non-real property appeals. The Parties will work together on the selection of appraisers and may prepare a list of pre-selected appraisers that can be used in real property appeals.

- 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Full Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2 Michigan Tax Tribunal "Residential and Small Claims Division" and "Small Claims". Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes.
- 4.2.1 Small Claims cases involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.
- 4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. The Parties will work together on the selection of appraisers and may prepare a list of pre-selected appraisers that can be used in real property appeals. Assessment Division Personnel will assist the Municipality attorney and will provide with final resolution of these appeals. The Parties agree Assessment Division Personnel, in consultation with the Municipality, will determine complexity of the case and/or of the property on a case-by-case basis.
- 4.2.3 Municipality agrees it will be financially responsible for all costs incurred for any Full Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).
- 4.3 The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to Assessment Division Personnel time (see Exhibit A for rates), appraisals, inspections, surveys, legal fees and costs, etc.).



§5. **STATE TAX COMMISSION.** Assessment Division Personnel agree to assist the Municipality with matters involving the Commission, including petitioning and defense activities, matters relating to issues of classifications and incorrectly reported and omitted property ("MCL 211.154"). Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemption, and/or classification matters pertaining to property located within the Municipality and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.

§6. **MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES.** The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.

- 6.1 Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.
- 6.2 The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.
- 6.3 The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.
  - 6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's office(s).
- 6.4 Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.
- 6.5 The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own public services in other professional capacities (e.g., Treasurer, Clerk, Building Department, etc.).
- 6.6 The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.
- 6.7 Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances,

training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.

- 6.8 This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 6.8.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.
- 6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or obligation under the terms of this Contract.
- 6.9 Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

- 6.10 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 6.11 The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.

**§7. LIMITS AND EXCLUSIONS ON COUNTY SERVICE.** Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court.

- 7.1 Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. The Municipality shall copy Assessment Division personnel on all communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal.
- 7.2 Except for those express statutory and any regulatory obligations incumbent upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission or any other review body or court.

**§8. MUNICIPALITY AGENTS AND THE COUNTY.** The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.

- 8.1 Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2 The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment- related or based rights, including, but not limited to, those described in this section.
- 8.3 The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.

**§9. MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS.** The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax status of any parcel including but not limited to the following:

- 9.1 The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development TIF plans.
- 9.2 The establishment of Economic Development Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.

- 9.3 The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
- 9.4 The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
- 9.5 The Municipality agrees to inform the County Agents regarding any increase or decrease in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal or decrease.
- 9.6 The Municipality will be responsible for maintaining proper documentation of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.
- 9.7 The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.
- 9.8 The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a monthly basis.
- 9.9 The Municipality agrees to keep the County current with, and be responsible for, the following functions.
  - 9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.
  - 9.9.2 Maintain current address and name changes, including any and all parcel owner and occupant names.
- 9.10 The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, free access to the internet, etc., so as not to impede their work. Accommodation will also be made for the public who come for assessing-related inquiries, particularly during times when Boards of Review are in-session.

**§10. TERM AND PAYMENT SCHEDULE OF CONTRACT.** The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.

- 10.1 The Contract term shall be from July 1, 2025, through June 30, 2028.



- 10.2 For the respective Contract Period, the Municipality shall pay to the County the “Initial” rate shown in the table below for each parcel of Real Property description and each Personal Property parcel description.

Contract Period	Rate per Real and Personal Parcel	
	Initial	Smoothed
July 1, 2025 to June 30, 2026	\$30.86	\$22.25
July 1, 2026 to June 30, 2027	\$32.11	\$32.11
July 1, 2027 to June 30, 2028	\$33.77	\$42.38

The amount of the annual rate shall be capped at 80% of the administration fee (1%) of all eligible taxes to be levied as permitted by law. Using the number of Real Property and Personal Property parcels as of the preceding December 31 of the Contract Period, payment for each Contract Period is due and payable twenty-five percent (25%) on or before September 1, December 1, and March 1, and the remaining twenty-five percent (25%) on or before June 1 of such Contract Period.

The Municipality may pay the total cost of the Contract using the “Smoothed” Rate per Real and Personal Parcel over the term of this Contract pursuant to Oakland County Board of Commissioners Resolution #2025-5051. If Municipality wants to exercise the “Smoothed” payment option, it must make arrangements with the County’s Fiscal Services Division. If the Contract is cancelled or terminated pursuant to Section 11, the Municipality will pay amounts owed as if the “Smoothed” payment option was not exercised (See Initial Rate per Real and Personal Parcel).

- 10.3 Assessment Services requested by a Municipality and not required to be provided by the County under this Contract, will only be provided pursuant to an amendment as required by Section 10.12 of this Contract.
- 10.4 The Municipality shall be responsible for the delivery costs (e.g. first-class mail postage, certified mail, or third party delivery) for any for any and all real and personal property statements and any and all real and personal property notices sent for all work performed under this Contract.
- 10.5 In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits and indirect costs of the County Agents performing said tasks as set forth in the attached Exhibit A.
- 10.6 The Parties agree this Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.

- 10.7 Any mutual extension of this Contract is an amendment to the Contract, shall be in writing, signed by the Parties and is subject to the requirements of Section 10.12 of this Contract.
- 10.8 If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 10.9 If the County chooses not to exercise its right to set off or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.
- 10.10 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 10.11 Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- 10.12 The Parties agree that this and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the

Clerk of the County and the Clerk for the Municipality.

10.13 The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.

10.14 The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner. Any amendment to this Contract shall only be valid if written and signed by the Parties.

**§11. CANCELLATION OR TERMINATION OF THIS CONTRACT.** Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

11.1 At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.

11.2 The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

**§12. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO THE COUNTY.** Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or the Equalization Division any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

12.1 The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

12.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt,



liability, obligation or Claim(s) against the County.

- 12.3 The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 12.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

**§13. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY.** The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority, or character of office of either Party to any other person or Party.

- 13.1 The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 13.2 Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

**§14. INDEMNIFICATION AND LIABILITY INSURANCE.** The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.

- 14.1 The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the

State Tax Tribunal or any court or review body, or any other such performance-based outcome.

- 14.2 In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.
- 14.3 Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
- 14.4 Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any

of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.

- 14.5 The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance or non-performance of this Contract agreement caused by circumstances which are beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").
- §15. **INDEPENDENT CONTRACTOR.** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §16. **COUNTY PRIORITIZATION OF COUNTY RESOURCES.** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §17. **NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §18. **CONFIDENTIALITY.** The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with such record information.
- §19. **CONSTRUED AS A WHOLE.** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- §20. **CAPTIONS.** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.

- §21. NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by U.S Mail, with proper postage at the address set out below or at such other address as the receiving Party designates by proper notice to the sending Party:

County:

Oakland County  
250 Elizabeth Lake Road, Ste 1000W  
Pontiac, MI 48341  
Attention: Micheal R. Lohmeier, Equalization Officer  
Telephone: 248-858-0760  
Email: lohmeierm@oakgov.com

Copies to:

Oakland County Corporation Counsel  
1200 North Telegraph Road, 14E  
Pontiac, Michigan 48341

Municipality:

City of Lathrup Village  
27400 Southfield Rd.  
Lathrup Village, Michigan 48076  
Attention: Manager  
Telephone:  
Email:

Copies to:

[Contact Name]  
[Street Address]  
[City, Michigan xxxxx]  
[Attention: Contact Person]  
[Telephone: ]  
[Email: ]

- §22. WAIVER OF BREACH.** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.

- §23. ENTIRE CONTRACT.** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way

related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

IN WITNESS WHEREOF, \_\_\_\_\_ (Print Name of Signatory),  
\_\_\_\_\_ (Title of Signatory) of the City of Lathrup Village, hereby  
acknowledges that s/he has been authorized by a resolution of the Governing Body of the City of  
Lathrup Village, a certified copy of which is attached, to execute this Contract on behalf of the  
Municipality and hereby accepts and binds the City of Lathrup Village to the terms and conditions  
of this Contract.

EXECUTED:

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESSED:

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Clerk

*[Remainder of this page is intentionally left blank]*

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

EXECUTED:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: David T. Woodward  
Title: Chairperson Oakland County Board of Commissioners

WITNESSED:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name:  
Title:

*[Remainder of this page is intentionally left blank]*

**Exhibit A****Hourly Rate<sup>1</sup> by Position Type**

<b>Position Type</b>	<b>Contract Period</b>		
	<b>July 1, 2025 to June 30, 2026</b>	<b>July 1, 2026 to June 30, 2027</b>	<b>July 1, 2027 to June 30, 2028</b>
Central Employee Records Coordinator	\$52.16	\$54.12	\$57.21
Equalization Appraiser Aide	\$41.77	\$43.33	\$45.81
Equalization Appraiser I	\$46.21	\$47.94	\$50.69
Equalization Appraiser II	\$63.03	\$65.39	\$69.14
Equalization Appraiser III	\$75.47	\$78.30	\$82.78
Equalization Assessing Technician Senior	\$43.49	\$45.13	\$47.71
Equalization Assessing Technician	\$32.10	\$33.30	\$35.21
Equalization Field Supervisor	\$89.61	\$92.97	\$98.29
Chief Equalization	\$104.36	\$108.27	\$114.47
Equalization Officer	\$134.55	\$139.60	\$147.59
Equalization Support Specialist	\$51.01	\$52.92	\$55.95
GIS CAD Technician	\$65.88	\$68.35	\$72.26
Office Supervisor	\$50.77	\$52.67	\$55.69
Office Support Clerk Senior	\$16.42	\$17.04	\$18.01
Supervisor Eq Administrative Services	\$88.28	\$91.60	\$96.84
Supervisor Land Desc & Mapping	\$83.09	\$86.20	\$91.14
Tax Standards Specialist	\$68.36	\$70.92	\$74.98
Technical Office Specialist (Part Time)	\$17.33	\$17.98	\$19.01

<sup>1</sup> The Hourly Rate by Position Type includes Wages, Benefits (consisting of: FICA, Social Security, Life Insurance, Disability Insurance, Unemployment Workers' Compensation, Medical/Prescription Drugs/Dental/Optical, Retirement, and Indirect Costs (consisting of: Building Depreciation, County Executive-Administration, Compliance; Corporation Counsel; Mgmt. & Budget-Administration, Purchasing, Fiscal Services; Facilities-Mgmt., Support Services; Human Resources, and Treasurer).



# City of Lathrup Village

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## Request for Proposal & Resume for: Assessment Services Provider

**Justin Prybylski, MMAO(4), MCPPE**

Thursday, May 22, 2025

*Enclosures: Introduction Letter, Resumes & Request for Proposal*

May 22, 2025

Mike Greene, City Administrator  
Michelle Townsend, Finance Director  
City of Lathrup Village  
27400 Southfield Road  
Lathrup Village, Michigan 48076

Dear Sirs or Mesdames,

My name is Justin Prybylski, and I am contacting you to express my interest in the Assessment Services Provider position with the City of Lathrup Village. Based on my education background, skills and experience I firmly believe I am the perfect fit for this position. I am presently certified at the highest level in State of Michigan, as a Michigan Master Assessing Officer, MMAO(4) and as a Michigan Certified Personal Property Examiner, MCPPE. I also have fifteen years of continuously progressive experience in Assessment Administration. I have worked for several large units in the four largest counties in the State of Michigan, including Wayne, Oakland, Washtenaw, and Monroe Counties.

In the job responsibilities summary for the Assessment Services Provider position, many responsibilities are listed and demanded of this position. I have an interest and commitment to performing all these responsibilities with great success. I have fifteen years of comprehensive, increasingly responsible experience performing and supervising all essential functions of the annual assessment cycle for preparation and defense of the assessment roll. I am currently employed as the City Assessor for the City of Southfield Assessment Department and perform these functions very successfully. I have submitted to the International Association of Assessing Officers (IAAO) a request to have our Assessment Department's practices and procedures scrutinized for a Certificate of Excellence. Achieving this certificate would be a great honor and the City of Southfield would be the first unit to achieve this in the State of Michigan.

I have the required educational background and experience as an Assessor to thrive in an environment where I am required to perform the necessary functions of this position. I also possess an Associate in Applied Science, with a major in Architecture/Construction Technology, in addition to my Michigan Master Assessing Officer certification. My dependability on the job and overall ambitions for success have awarded me rapid promotions throughout my assessing career. I take initiative and pride in the quality of my work by exercising sound judgment when encountering obstacles. I know I will be exceedingly successful in any endeavor that is required of me as the Assessment Services provider for the City of Lathrup Village.

Thank you for taking the time to review my cover letter and attached resume. I would greatly appreciate the opportunity to further discuss my qualifications with you in detail. I can be reached by cell phone at (248) 207-5504 or via email at [jprybylski@cityofsouthfield.com](mailto:jprybylski@cityofsouthfield.com). My references are available upon request, and I look forward to your contact.

Sincerely,



Justin E. Prybylski, MMAO(4), MCPPE

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**OBJECTIVE:**

Securing the Assessor position with the City of Lathrup Village, to apply my education, skills, and experience in direct alignment with the vision, values, and mission of the City.

**EDUCATION:**

Henry Ford College, Dearborn, MI

August 2009 – December 2011

*Associate in Applied Science*

*Architecture/Construction Technology*

M.C.A.O.(2) Program – Michigan State Tax Commission, Lansing, MI

May 2011 – May 2013

*M.C.A.O.(2) Assessor – Certification No. R-9242*

April 1, 2016

M.A.A.O.(3) Program – Michigan State Tax Commission, Lansing, MI

April 2014 – April 2016

*M.A.A.O.(3) Assessor – Certification No. R-9242*

April 1, 2016

M.M.A.O.(4) Program – Michigan State Tax Commission, Lansing, MI

April 2017 – September 2020

*M.M.A.O.(4) Assessor – Certification No. R-9242*

September 22, 2020

*M.C.P.P.E. Michigan Certified Personal Property Examiner*

January 1, 2019

**I.A.A.O. Courses – Various Locations**

102 – Income Approach to Valuation

June 2014

300 – Appraisal Concepts

July 2014

**M.A.A. Courses – Various Locations**

Michigan Tax Tribunal Course

October 2015

Capitalization Rates: Real World Applications

October 2016

Valuation Issues: Michigan B and C Retail Properties

October 2017

Analyzing Operating Expenses

November 2018

Land Values in Transition

November 2019

**WORK HISTORY:**

***City Assessor***

Jun 2021 – Present

Assessment Department, City of Southfield, Oakland, Michigan

- ❖ Supervised and directed a staff of 8 employees in preparation of the annual assessment roll
- ❖ Supervised the Boards of Review for compliance with the General Property Act
- ❖ Generated and maintained an operating budget for the department
- ❖ Developed land values and economic condition factors for preparation of the assessment roll
- ❖ Prepared valuation disclosures for defense of the property assessment in Michigan Tax Tribunal appeals
- ❖ Performed all other assessment functions necessary for compliance with the General Property Tax Act

***Township Assessor***

Oct 2020 – Jun 2021

Assessment Department, Frenchtown Charter Township, Monroe, Michigan

- ❖ Supervised and directed a staff of 2 employees in preparation of the annual assessment roll
- ❖ Supervised the Boards of Review for compliance with the General Property Act



- ❖ Generated and maintained an operating budget for the department
- ❖ Developed land values and economic condition factors for preparation of the assessment roll
- ❖ Prepared valuation disclosures for defense of the property assessment in Michigan Tax Tribunal appeals
- ❖ Performed all other assessment functions necessary for compliance with the General Property Tax Act

***Assistant Assessor***

Jan 2019 – Oct 2020

Assessment Department, City of Livonia, Wayne, Michigan

- ❖ Supervised and directed a staff of 5 employees in preparation of the annual assessment roll
- ❖ Supervised the Boards of Review by acting as secretary for the board, as required by the City Charter
- ❖ Instituted and updated procedures for ultimate compliance to the AMAR audit
- ❖ Developed land values and economic condition factors for preparation of the assessment roll
- ❖ Conducted the prescribed 20% annual field inspections for all property classifications
- ❖ Prepared valuation disclosures for defense of the property assessment in Michigan Tax Tribunal appeals
- ❖ Analyzed and processed all applicable personal property forms and instituted audit procedures

***Assessor III***

Jun 2017 – Jan 2019

Assessing Department, Pittsfield Township, Washtenaw, Michigan

- ❖ Conducted the prescribed annual field inspections for residential, commercial, and industrial properties
- ❖ Converted all subject data into an indication of true cash value using BS&A.Net Equalization software
- ❖ Prepared valuation disclosures for Michigan Tax Tribunal appeals
- ❖ Performed all other assessment functions necessary for compliance with the General Property Tax Act

***Commercial/Industrial Assessor***

Oct 2015 – Jun 2017

Assessing Department, City of Taylor, Wayne, Michigan

- ❖ Conducted the prescribed annual field inspections for residential, commercial, and industrial properties
- ❖ Maintained and updated the record card system using computerized drafting software equalizer software
- ❖ Developed land values and ECF's & maps using the prescribed coding system
- ❖ Defended assessments and prepared valuation disclosures for Michigan Tax Tribunal appeals
- ❖ Analyzed and processed personal property statements, including 5076 and 5278 forms
- ❖ Performed all necessary assessment functions to maintain compliance with the General Property Tax Act

***Contract Commercial/Industrial Appraiser***

Apr 2014 – Feb 2017

Assessing Department, Pittsfield Township, Washtenaw, Michigan

- ❖ Conducted the prescribed annual field inspections for commercial and industrial properties
- ❖ Maintained and updated the record card system using computerized drafting software
- ❖ Converted all subject data into an indication of true cash value using BS&A.Net Equalization software
- ❖ Performed all assessment functions necessary for compliance with the General Property Tax Act

***Assessment Department Supervisor***

Oct 2010 – Oct 2015

Assessing Department, City of Dearborn Heights, Wayne, MI

- ❖ Managed staff to complete all assessment functions for compliance with the General Property Tax Act
- ❖ Directed office operations in coordination with the State Tax Commission's assessment calendar
- ❖ Defended assessments and prepared valuations for Michigan Tax Tribunal appeals
- ❖ Generated and maintained an operating budget for the department
- ❖ Developed land value and ECF maps using the prescribed coding system

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**SKILLS AND QUALIFICATIONS:**

- ❖ Extensive knowledge and experience using the following computer programs & software:
  - BS&A Pervasive and BS&A.NET Equalization Software Programs
  - Advanced level experience using BS&A Report Designer to create detailed reports and exports
  - GIS & ESRI Mapping Software
  - NearMap Mapping Software
  - APEX V.5 Pro, APEX V.6 Pro and APEX V.7 Pro (appraisal computer drafting software)
  - APEX MOBILESKETCH software for Android and IOS operating systems
  - Pivot Point Appraisal Software
  - CoStar Real Estate Data Software
  - Crexi Commercial Real Estate Software
  - NeoGov Government HR Software & Management Solutions
  - Advanced computerized drafting software programs:
    - AutoCAD & AutoCAD Architecture
    - REVIT Architecture
    - Google Sketch-up
    - Photoshop
- ❖ Proficient with all Microsoft Office programs including:
  - Office
  - Word
  - Excel
  - Power Point
  - Publisher
- ❖ Proficient with Intuit Quick Books
- ❖ Proficient with other Budgetary Software including:
  - Gravity
  - Questica
  - Tyler EDEN
  - BS&A Accounts Payable and Purchase Order
- ❖ Experienced preparing budgetary reports and detailed presentations to City Council members, commissions, and the public
- ❖ Architectural/engineering background including knowledge of building codes, legal descriptions, construction materials, building/construction process and the creation and interpretation of construction documents and blueprints
- ❖ Experienced conducting topographic surveys of land, using compass bearings and distances (metes and bounds), transit and level
- ❖ High level experience reading, analyzing, and writing legal descriptions





STATE OF MICHIGAN  
STATE TAX COMMISSION



This is to certify that

*Justin E. Prybylski*

is a

*Michigan Master Assessing Officer (4)  
and Michigan Certified Personal Property Examiner*

Issued under the provisions of Act 206, Public Acts of 1893,  
Being Section 211.10d of the Michigan Compiled Laws.

R-9242  
CERTIFICATE NO

12/31/2025  
EXPIRATION DATE

A handwritten signature in cursive script, reading "Peggy A. Nolder".

State Tax Commission Chairperson



# CHRISTOPHER M. BOGGUS

517-331-6151 | [ChrisBoggusxx@gmail.com](mailto:ChrisBoggusxx@gmail.com)

## Experience

### Appraiser Supervisor

June 2024–Present

City of Southfield Assessors Office | *Southfield, Mich.*

- Supervise a team managing outgoing studies, reports, and audits for all property types
- Work closely with the City Assessor on commercial and industrial MTT trials.
- Manage the commercial and industrial land analysis, sales study, and market income analysis for equalization
- Publish the annual Assessment Data Booklet summarizing the prime market statistics and valuations for all property classes
- Routinely export data to IT/GIS services to create ECF, land, and sales data point maps
- Review all permits and sketch commercial/industrial building plans subject to demolition, improvements, and use change

### Chief Editor

Jan 2024–Present

Michigan Assessors Association's | *"The Michigan Assessor"*

- Collaborate with affiliates and professionals in the property tax industry to publish relevant articles, courses, and ads
- Edit, format, create, and publish content using CCS applications to adapt to a ~40-page online publication
- Contribute to monthly Association board meetings, and communicate with chairpersons on improvements and content

### Commercial/Industrial Property Appraiser

July 2021–May 2024

City of Livonia Assessors Office | *Livonia, Mich.*

- Conduct full property record reviews, inputting any adjustments, new/additions, and/or loss/losses found during commercial and industrial canvassing
- Creation of the Annual Report summarizing the prime statistics of the office each calendar year
- Review and sketch commercial/industrial building plans subject to demolition, improvements, and use change
- Manage all audits, projects, deadlines, and exemption claims regarding personal property parcels

### Property Appraiser I

April 2018–July 2021

City of Livonia Assessors Office | *Livonia, Mich.*

- Updated property record cards and building sketches to reflect information gathered during property appraisals
- Managed all personal property: exemptions, audits, incorrect/omitted property, and qualified errors
- Streamlined the annual personal property canvass to include audits, report-running improving accuracy
- Published all assessing policies, FAQs, and information on the Department's page on the City website

### Gallery Cook Supervisor Level 3

Jan. 2014–April 2017

Culinary Services at the Gallery of Snyder Phillips | *East Lansing, Mich.*

- Supervised a team of 30+ cooks and culinary staff for opening and closing duties of all 9 Gallery restaurants.
- Bridged communication between full-time cooks, student cooks, and management staff safely in a fast-paced work environment

## Education

Michigan Advanced Assessing Officer | *Lansing, Mich.*

Feb. 2021

*Level III Assessing Certification*

Michigan Certified Assessing Officer | *Lansing, Mich.*

Nov. 2018

*Level II Assessing Certification*

*Michigan Personal Property Examiner (MCPPE)*

Michigan State University | *East Lansing, Mich.*

May 2017

Bachelor of Arts in Communication Arts and Sciences

Specialization in Editorial Reporting /Focus in Copy Editing & Sports Broadcasting





STATE OF MICHIGAN  
STATE TAX COMMISSION



This is to certify that

*Christopher Boggus*

is a

*Michigan Advanced Assessing Officer (3)  
and Michigan Certified Personal Property Examiner*

Issued under the provisions of Act 206, Public Acts of 1893,  
Being Section 211.10d of the Michigan Compiled Laws.

R-9679  
CERTIFICATE NO

12/31/2025  
EXPIRATION DATE

A handwritten signature in black ink, reading "Peggy L. Nolder".

State Tax Commission Chairperson





## City of Southfield

26000 Evergreen Rd. • P.O. Box 2055 • Southfield, MI 48037-2055 • [www.cityofsouthfield.com](http://www.cityofsouthfield.com)

May 22, 2025

City of Lathrup Village  
Mike Greene, City Administrator  
Michelle Townsend, Finance Director  
27400 Southfield Road  
Lathrup Village, MI 48076

### Scope of Work:

The City of Southfield would provide for the assessing function for the City of Lathrup Village over the course of a three-year period. This would include the supervision and preparation of the yearly assessment roll for all taxable and exempt real and personal property, maintenance of the City of Lathrup Village assessment database, representation of the City of Lathrup Village from all claims arising before the Michigan Tax Tribunal, and all other typical assessing functions.

### Assumptions and Limiting Conditions:

- All work performed under the above scope of work would be completed by the Assessor and an employee of the City of Southfield.
- Work performed under the above scope of work would be mutually agreed upon by both parties and defined by contract.
- The City of Southfield, while providing services for the City of Lathrup would carry comprehensive general liability insurance, workman's compensation insurance, and professional liability and errors and omissions insurance to an agreed upon specification to indemnify the City of Lathrup Village.
- The City of Southfield employees shall acknowledge receipt of and adhere by any ethics, computer usage, or other such policies as required by the City of Lathrup Village.
- Representation before the Michigan Tax Tribunal full claims division would be handled by the Assessor of the City of Southfield, and a legal partner, as necessary.
- Supervision and preparation of the assessment roll will be in accordance with Act 206 of 1893, *The General Property Tax Act* and all State Tax Commission policies and procedures as issued by the Michigan Department of Treasury.

Mayor  
Dr. Kenson J. Siver

Council President  
Michael "Art" Mandelbaum

City Clerk  
Janet Jackson

City Treasurer  
Irv M. Lowenberg

Nancy L.M. Banks    Daniel Brightwell    City Council  
Dr. Lloyd C. Crews    Charles Hicks    Coretta Houge    Linnie Taylor



## City of Southfield

26000 Evergreen Rd. • P.O. Box 2055 • Southfield, MI 48037-2055 • [www.cityofsouthfield.com](http://www.cityofsouthfield.com)

### Fee Structure:

The Fees for the annual preparation and maintenance of the City of Lathrup Village's assessment roll would be as follows:

- July 1, 2025, through June 30, 2026.....\$50,000 (~\$22.96 per parcel)
- July 1, 2025, through June 30, 2026.....\$50,000 (~\$22.96 per parcel)
- July 1, 2025, through June 30, 2026.....\$50,000 (~\$22.96 per parcel)

Payment would be requested to be invoiced in one annual payment. The aforementioned fees would satisfy all activities in the City of Lathrup with the exception of representation of the City of Lathrup Village in a trial before the Michigan Tax Tribunal, in the Entire Tribunal division, which would be billed hourly, at a rate between \$150 and \$300 per hour. Representation of the City of Lathrup Village in appeals for the Small Claims division of the Tribunal are included in the fee structure above.

I have included resumes for the City of Southfield's Assessor and another certified assessing officer of Southfield's City Assessing Department staff. Upon further interest of the City of Lathrup Village, I can provide a proposed contract for review. If you have any questions regarding any of the assumptions and limiting conditions, scope of work, or detail of work to be performed, please do not hesitate to contact Justin Prybylski, Assessor for the City of Southfield, or Frederick Zorn, City Administrator for the City of Southfield.

We look forward to working with you and sharing the Assessment Administrator between each of our cities. The cities of Southfield and Lathrup Village have maintained a partnership through the years that can continue to be beneficial for both cities. If you have any questions or would like to discuss the details of a contract you should contact the City of Southfield's Assessor at (248) 796-5240.

Sincerely,

Justin E. Prybylski, MMAO(4)  
Assessor – City of Southfield

Enclosures

Mayor  
Dr. Kenson J. Siver

Council President  
Michael "Ari" Mandelbaum

City Clerk  
Janet Jackson

City Treasurer  
Irv M. Lowenberg

Nancy L.M. Banks

Daniel Brightwell

City Council  
Dr. Lloyd C. Crews

Charles Hicks

Coretta Houge

Linnie Taylor

Request for Proposal (RFP) of Assessing Services  
Under Act 206 of 1893, General Property Tax Act

PROPOSED ASSESSMENT CONTRACT  
FOR CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MICHIGAN

WHEREAS, City of Lathrup Village, hereinafter referred to as “City”, with its principal offices located at 27400 Southfield Road, Lathrup Village, Michigan, 48076, is interested in having all real property and personal property assessed and an assessment roll produced and maintained on an annual basis.

WHEREAS, City of Southfield, hereinafter referred to as “Southfield”, and Justin E. Prybylski, MMAO(4), City Assessor for the City of Southfield, with a principal office located at 26000 Evergreen Road, Southfield, Michigan, 48076, hereinafter referred to as the “Assessor”, is interested in the contract for shared assessment and maintenance work for City property effective July 1, 2025;

IT IS THEREFORE AGREED:

1. The Assessor agrees to plan, administer, and provide oversight and overall supervision of preparation of the annual assessment roll. The Assessor will also complete all property appraisal programs for assessment purposes; by supplying appropriate staffing to complete all processes that are necessary to complete and maintain the annual assessment roll. These assessment services will be shared with the Southfield City Assessor and another Southfield employee, as necessary.
2. The Assessor will follow all policies and procedures in determination of true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, Justin E. Prybylski, Michigan Master Assessing Officer(4) shall act as the assessor of record and supervise the preparation of the 2026, 2027, and 2028 assessment rolls, utilizing the services and personnel proposed herein. The Assessor will also utilize a Southfield City employee as partner, certified as either a Michigan Certified Assessing Officer(2) or a Michigan Advanced Assessing Officer MAAO(3), to complete the scope of work contained herein.
3. The Assessor agrees to respond to inquiries and requests for assessment information from the public by phone, forwarding all calls directly to the Assessor’s mobile phone. The City agrees to allow remote access to the Assessor and Southfield City employee acting as partner under this agreement, for database maintenance and workload. The City agrees to provide office space within the City Hall, or other City owned buildings, for the completion of the terms of this contract, as necessary. The office space shall be made available so as to not impede the performance of the department. Any days in which the Assessor is scheduled to be in the office but the office is closed due to

holidays, acts of God, mandated closures related to pandemic or disease, educational purposes, or any other causes beyond the control of the Assessor, shall be considered included within the hours to complete this agreement. The purpose of office hours are:

- To meet with City staff to answer questions and give advice;
  - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
  - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
  - To perform certain other functions as described herein.
4. The Assessor agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department. The Assessor agrees to make in person office hours available, at the City Hall, at minimum of four (4) hours biweekly.
  5. The Assessor agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The Assessor shall be available to defend all assessments to the MTT, as needed during this contract. The Assessor agrees to advise the City's legal counsel of any known possible MTT claims and to consult with the City's legal counsel regarding settlement possibilities.
  6. The City agrees that responses, including answers and motions, to the Entire Division of the MTT shall be prepared by the Assessor. The Assessor will then work to defend the City's interest in the property value under appeal, and as on the assessment roll for the year in contention, and the City agrees to provide full cooperation with the Assessor. Should the appeal need to escalate to trial, requiring expert witnesses and/or preparation of respondent's valuations disclosures or a private appraisal, the Assessor shall notify the City's legal counsel of such requirement and proceed in an agreed manner that is in compliance with the City's Charter and other applicable laws, ordinances, or guidelines of the City.
  7. The Assessor agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Assessor throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Assessor agrees to perform the duties of the certifying assessor for said City including but not limited to;
    - Inspection, revision, and re-evaluation of property record cards with new construction, demolition, and property splits.
    - Perform neighborhood market studies and land value analyses throughout the term of this contract.



- Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
  - Provide digital photographs of all properties visited for maintenance purposes.
  - Working with the City Building Department to ensure all new property is equitably assessed.
  - Prepare all new property record cards in compliance with State tax Commission requirements.
  - Attend, prepare, and work with all Boards of Review.
  - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
8. The Assessor agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Assessor has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition, the Assessor will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
  9. The City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation with the Assessor in completion of the herein-stated services.
  10. The Assessor shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Assessor or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

Southfield will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Assessor and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.
- b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Assessor, as required by Worker's Disability Compensation Act of State of Michigan.
- c. The Assessor shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it can not be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Assessor and seek indemnification from Assessor as a result thereof, under no circumstance shall the Assessor's cumulative

liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Assessor shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

11. The Assessor shall not be held liable for any damages caused by strikes, explosions, war, pandemic or disease, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Assessor that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from the City of Southfield.
12. The City and Assessor agree that the relationship of the City and Assessor is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. In the event that the Assessor shall not be in substantial compliance with the terms of this agreement, the City shall give the Assessor written notice of said breach and thirty (30) days to cure the breach. If the Assessor fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the Assessor, other than for permitted fees and expenses accrued through the date of termination.
14. The City and Assessor agree that the Assessor shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.
15. The City agrees to pay the Assessor as follows;
  - July 1, 2025, to June 30, 2026.....\$ 50,000 annually (\$22.95 per parcel)
  - July 1, 2026, to June 30, 2027.....\$ 50,000 annually (\$22.95 per parcel)
  - July 1, 2027, to June 30, 2028.....\$ 50,000 annually (\$22.95 per parcel)

The payments shall be issued in one (1) installment due on the first (1<sup>st</sup>) day of the beginning of each year of the contract, July 1<sup>st</sup>.

The City's representation for all Michigan Tax Tribunal petitions in the Entire Division of the MTT and not in the Small Claims Division, shall be provided by the Assessor. Should an appeal escalate to need legal representation, that possesses experience in the representation of municipalities before the Michigan Tax Tribunal the Assessor would inform the City and the parties would seek legal representation through the bid process. Legal representation before the Michigan Tax Tribunal can range from \$150 to \$300/hourly.

16. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.

17. The City and Assessor agree that the term of this contract shall begin July 1, 2025, and expire June 30, 2028. The term of this agreement may be extended by amendment, if mutually agreed upon in writing by each party.
18. The City and Assessor agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.
19. The Assessor agrees that in the performance of this contract neither the Assessor nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Assessor will in all solicitations or advertisements for employees placed by or on behalf of the Assessor state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
20. The Assessor shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents.
21. The City agrees the Mayor and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

CITY OF SOUTHFIELD:

By: \_\_\_\_\_

Justin E. Prybylski, ASSESSOR

City of Southfield

By: \_\_\_\_\_

Frederick Zorn, CITY ADMINISTRATOR

City of Southfield

WITNESSES:

CITY OF LATHRUP VILLAGE:

By: \_\_\_\_\_

Kelly Garrett, MAYOR

City of Lathrup Village

By: \_\_\_\_\_

Alisa Emanuel, CLERK

City of Lathrup Village

STATE OF MICHIGAN            )  
   )ss  
 COUNTY OF WAYNE            )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Justin E. Prybylski, Assessor for the City of Southfield, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_



STATE OF MICHIGAN )

)ss

COUNTY OF OAKLAND )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kelly Garrett, Mayor for City of Lathrup Village, and Alisa Emanuel, Clerk for City of Lathrup Village, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

**SIGNATURE PAGE TO FOLLOW:**

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

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**EXECUTION**

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

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

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_____ Mayor	_____ Date
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_____ City Clerk	_____ Date
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By the duly appointed representatives of the **CITY OF SOUTHFIELD:**

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_____ Mayor	_____ Date
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_____ City Clerk	_____ Date
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**CITY OF SOUTHFIELD - CITY OF LATHRUP VILLAGE  
AGREEMENT FOR POLICE AND FIRE DISPATCH SERVICES**

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

**WITNESSETH:**

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

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

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

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

C. Cellular phone number if applicable

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

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

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

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

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



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

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

this Contract.

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

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

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

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

**SIGNATURE PAGE TO FOLLOW:**

**EXECUTION**

In Witness whereof, the Parties hereto set their hands.

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

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



## BOARD OF COMMISSIONERS

(248) 858-0100 | boc@oakgov.com

May 27, 2025

Greetings,

We are pleased to inform you that the Board of Commissioners has approved your application for funding under the 2025 Local Road Improvement Program. Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

**For execution, you will receive a separate email requesting a digital signature on your Cost Participation Agreement.** This email will come from JoAnn Stringfellow/Oakland County eSign at the email address: [adobesign@adobesign.com](mailto:adobesign@adobesign.com). If you are not the designated signer, please click the “**DELEGATE**” link in the email and enter the name and email address of the appropriate individual. Following approval by your governing authority as applicable, and execution of the agreement, please electronically sign the agreement. If you require additional signature lines, please email [aubrya@oakgov.com](mailto:aubrya@oakgov.com). All signers will automatically receive a digital sealed copy of the executed document for your records.

After you receive the digital sealed and executed agreement, you can invoice our office as instructed in the agreement for payment. Emailed invoices are preferred. Upon project completion, a report should be submitted to verify the funds were used in accordance with the terms of the agreement.

If you have any questions regarding the program or agreement, please feel to contact Amy Aubry, Senior Analyst of the Board of Commissioners, at 248-425-7056 or [aubrya@oakgov.com](mailto:aubrya@oakgov.com).

Sincerely,

The Oakland County Board of Commissioners


**SAN JOSE EMERGENCY ACCESS - SIREN ACTIVATED GATE**

FILE: H:Lathrup/Siren Activated Gate  
DATE: September 5, 2024

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

The preliminary cost estimate is based on the quote received from Future Fence for a siren activated gate along with site work for the installation and estimated DTE costs for power.

ITEM	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL	COMMENTS
<b>SIREN ACTIVATED GATE</b>						
	Swing Fence, 4' high x 22' wide	1	LS	\$13,742.00	\$13,742.00	
	Inflation and Contingency (use 20% of above)	1	LS	\$2,748.00	\$2,748.00	Quote in 2024, install in 2025
	<b>SUBTOTAL - SIREN ACTIVATED GATE</b>				<b>\$16,490</b>	
<b>SITE PREPARATION</b>						
	Earth excavation	5	CYD	\$200.00	\$1,000.00	2' wide x 15' long adjacent to road
	Split rail fence, rem	20	LFT	\$20.00	\$400.00	Backfill for earth excavation
	HMA, 5E1	10	TON	\$300.00	\$3,000.00	6" thick asphalt
	Aggregate Base, 21AA, 8 Inch	14	SYD	\$40.00	\$560.00	Agg base under asphalt
	Aggregate Shoulder	7	SYD	\$100.00	\$700.00	Backfill for earth excavation
	Landscape Restoration	25	SYD	\$20.00	\$500.00	Estimated for budget
	Signage	1	LS	\$5,000.00	\$5,000.00	Dead End, Emergency Veh Only
	Miscellaneous	1	LS	\$1,000.00	\$1,000.00	Estimated for budget
	<b>SUBTOTAL - SITE PREPARATION</b>				<b>\$12,160</b>	
<b>POWER</b>						
	Conduit, Trenching	75	LFT	\$40.00	\$3,000.00	Assume 2 - 1 1/2" conduits
	Fit-up Wood Pole	1	EA	\$2,000.00	\$2,000.00	
	DTE Transformer	1	SY	\$2,500.00	\$2,500.00	Power reduction ???
	Meter	1	EA	\$1,500.00	\$1,500.00	
	Cable (Wire)	225	LFT	\$15.00	\$3,375.00	Assume Positive, Neg, Ground
	Handhole, 2' Dia	2	EA	\$2,000.00	\$4,000.00	
	Miscellaneous	1	LS	\$1,500.00	\$1,500.00	Estimated for budget
	<b>SUBTOTAL - POWER</b>				<b>\$17,875</b>	
<b>SUBTOTAL CONSTRUCTION COST</b>					<b>\$46,525</b>	
<b>SUBTOTAL CONSTRUCTION COST</b>					<b>\$46,525</b>	
<b>CONSTRUCTION CONTINGENCY</b>				<b>20%</b>	<b>\$9,305</b>	
<b>SUBTOTAL ENGINEERING, BIDDING, INSPECTION</b>				<b>15%</b>	<b>\$8,375</b>	
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$64,205</b>	


**SAN JOSE EMERGENCY ACCESS - ROAD NARROWING**

FILE: H:Lathrup /Siren Activated Gate  
 DATE: September 5, 2024

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

The preliminary cost estimate is based on the narrowing of the road to allow emergency vehicles only.

ITEM	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL	COMMENTS
<b>SITE PREPARATION</b>						
	Earth excavation	5	CYD	\$250.00	\$1,250.00	
	Split Rail Fence, Rem	20	LFT	\$20.00	\$400.00	
	HMA surface, rem	160	SYD	\$25.00	\$4,000.00	
	HMA, 5E1	5	TON	\$300.00	\$1,500.00	6" thick Asphalt
	Aggregate Base, 21AA, 8 Inch	7	SYD	\$75.00	\$525.00	Under asphalt
	Landscape Restoration	130	SYD	\$15.00	\$1,950.00	Estimated for budget
	Signage	1	LS	\$5,000.00	\$5,000.00	Dead End, Emergency Veh Only
	Miscellaneous	1	LS	\$1,000.00	\$1,000.00	Estimated for budget
<b>SUBTOTAL - SITE PREPARATION</b>					<b>\$15,625</b>	
<b>SUBTOTAL CONSTRUCTION COST</b>					<b>\$15,625</b>	
<b>CONSTRUCTION CONTINGENCY</b>				<b>20%</b>	<b>\$3,125</b>	
<b>SUBTOTAL ENGINEERING, BIDDING, INSPECTION</b>				<b>15%</b>	<b>\$2,813</b>	
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$21,563</b>	

**PROPOSAL** 24-1202
**PROJECT:** Lathrup Village S.O.S Gate
**LOCATION:** Southfield, MI
**DATE:** August 21, 2024
**SCOPE OF WORK:**

QTY	DESCRIPTION	COST
1	Automatically operated double swing chain link gate, 4 feet high x 22 feet wide	\$13,742.00
2	Swing gate operators	
1	Photo eye assembly spanning gate opening to reverse gate if object is detected during close cycle	
1	Siren Operated Sensor to open gate with emergency vehicle yelp siren	
1	Knox key switch for manual opening of gate for emergency responders	
	<i>* Power and control wire and conduit runs by others.</i>	
	<i>* Existing fence and landscape removal, pavement restoration by others</i>	
	<i>* Budget pricing. Cost subject to change based on final scope</i>	
	<b>NOTE</b> 1% bond excluded. Traffic control and devices by others. Removals by others. Posts set prior to flat work. Posts augured through dirt. Hand dig, soft dig, pavement coring extra Clearing and grubbing by others. Union Ironworkers Local 25. No wage requirements included in this proposal Grounding, bonding, and testing by others Site restoration by others. Permit by others Professional survey for layout by others. Due to the volatile nature of the materials market, pricing only good for 10 days	

We propose to furnish material and/or labor, complete in accordance with the plans and specifications, except as noted above, including tax if applicable, for the sum of:

**\$13,742.00**
**ESTIMATOR:** Bob Labadie - Estimator/Project Manager
**Direct Line**
586.825.9108
**Email:**
[bobl@futurefencecompany.com](mailto:bobl@futurefencecompany.com)

**NOTE:** This proposal may be withdrawn by us if not accepted within 10 days. Future Fence reserves the right to revise our pricing based on documents not in possession at time of bid. This includes but is not limited to drawings, specifications, addenda and contracts.

**CONDITIONS:** Unforeseen digging conditions such as, but not limited to: old building foundations, excessive brick or rocks, unstable soil which collapses and hand digging more than 5 holes are subject to additional charges.

Future Fence Company is not responsible for damage to private utilities. This includes site electric, irrigation, gas and other private utilities that may be present. Owner to locate private utilities or additional cost upon request.

**ACCEPTANCE OF PROPOSAL:** The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment Terms: Net 30 days unless otherwise noted.

**Signature:**
**Date:**
**Printed Name:**



