



City Council Regular Meeting Agenda

Monday, March 15, 2021 at 7:00 PM
Remote Meeting via Zoom

ZOOM REMOTE MEETING INFORMATION

Webinar ID: 996 5588 8312

Password: 687587

CLICK HERE: [Online Zoom Link](#)

Telephone: 646.558.8656 or 312.626.6799

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

In accordance with Emergency Orders issued by the Michigan Department of Health and Human Services, Oakland County, local officials, State of Michigan legislation, and City of Lathrup Village Declaration of a Local State of Emergency (March 2020), that continues to exist and which allows for electronic meetings of public bodies, notice is hereby given that the City of Lathrup's City Council will be meeting electronically using www.Zoom.us for videoconference and public access.

1. **Call to Order** by Mayor Garrett *(in accordance with PA 254 of 2020, the members should identify their physical location by stating the county, city, township, or village and state from which he or she is attending the meeting remotely).*
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**
5. **Presentations**

A. Acceptance of Gift – Memorial Bench Honoring Virginia Borts

B. Yolanda Charles - Oakland County Commissioner

6. **Consent Agenda**

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

A. Minutes - City Council Regular Meeting - February 22, 2021

B. Minutes - Council Meeting - February 22, 2021

C. Minutes - City Council Special Meeting Session - March 1, 2021

7. **Disbursement Report - February 2021**

A. Disbursement Reports - Finance - Feb. 2021

Motion to Approve Disbursements for The Month. This Reflects Expenditures from:

General Fund, Which Includes: Police and Fire Services; Recreation Dept; Major Roads; Local Roads, Water & Sewer Services, and for The Downtown Development Authority.

FEBRUARY DISBURSEMENTS W/ SALARY INCLUDED			
FUND 101	GENERAL FUND	\$	264,484.93
FUND 202	MAJOR ROADS	\$	8,566.08
FUND 203	LOCAL ROADS	\$	9,466.05
FUND 258	CAPITAL FUND	\$	-
FUND 494	DOWNTOWN DEV. AUTH	\$	17,395.58
FUND 592	WATER & SEW	\$	212,753.99
TOTAL DISBURSEMENTS		\$	512,666.63

8. **Department Reports**

A. Dept Report - Parks & Rec, Facilities - Mar 2021

B. Dept Report - Police - Feb 2021

C. Dept. Report-CED-March 2021

D. Dept Report - Building - Feb 2021

9. **Public Comments for Items on the Agenda** (Speakers are limited to 3 minutes)

10. **Public Hearings**

11. **Action Requests - For Consideration / Approval**

A. Acceptance of Gift – Memorial Bench Honoring Virginia Borts

B. Insufficiency of Referendum Petition

C. Sidewalk Ordinance - Amendment

D. Sidewalk Replacement Program

E. Master Services Agreement for the Operation of the Department of Water & Sewer and CIP Projects with Sunde Building

- F. Professional Services Agreement - Giffels Webster - Engineering and Contract Management Services - 2021-23 CIP Projects
- G. Professional Services Agreement - Giffels Webster - Engineering and Contract Management Services - 2021-23 Paving Projects
- H. Rates and Policy Update - Parks
- I. Approval of Contract with MDOT for the Construction of the Citywide Non-Motorized Path.
- J. Resolution Authorizing the Grant Application for Sarrackwood Park Upgrades
- K. Appointment – Downtown Development Authority – Shyla Beltur

12. City Administrator Report

13. City Attorney Report

14. Reports of Boards, Commissions, and Committees

15. Unfinished / New Business

16. Public Comment

17. Mayor and Council Comments

18. Adjourn



A HERITAGE OF GOOD LIVING

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

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:**TO:** Mayor Garrett and City Council Members**FR:** Sheryl Mitchell Theriot, City Administrator**DA:** March 15, 2021**RE:** Acceptance of Gift – Memorial Bench Honoring Virginia Borts

The City of Lathrup Village received a generous donation of \$1,350, from the former students of longtime Lathrup resident, Virginia Borts, honoring her life. This contribution will be used to purchase a memorial bench for the dog park.

Members of the Friends of the Dog Park are expected to be in attendance.

Suggested Motion:

MOTION TO accept the donation on behalf of the City, in honor of the memory of long-time resident Virginia Borts, and designate that the funds will be used towards the purchase of a memorial bench near the Dog Park.

CITY OF LATHRUP VILLAGE CITY COUNCIL STUDY SESSION MEETING MINUTES FEBRUARY 22, 2021

MINUTES OF THE STUDY SESSION MEETING OF THE CITY OF LATHRUP VILLAGE HELD ON MONDAY, FEBRUARY 22, 2021 HELD REMOTELY VIA ZOOM.

The meeting was called to order at 6:00 p.m. by Mayor Pro Tem Kantor and Roll Call was taken.

Present: Mayor Mykale Garrett and Mayor Pro Tem Bruce Kantor
Council members Ian Ferguson, Saleem Siddiqi

Excused: Council member Donna Stallings

Also Present: City Attorney, Scott Baker, Treasurer, Pamela Bratschi, Susie Stec, Director, Community and Economic Development, Government Operations, Kelda London and City Clerk Yvette Talley

This meeting was held remotely. All City Council members stated they are in Lathrup Village, MI- Oakland County. Mayor Garret is located in Davenport, FL-Polk County. Mayor Pro Tem Kantor is located in Harbor Springs, MI – Emmet County.

Purpose of meeting is to discuss City Council Agenda items.

A. Discussion Items:

A. Discussion – Realtor Contract – House in the Woods Property

Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions. Terms of contract – Natasha Hughes Smith d/b/a Lynn and Associates will list/market the property known as House in the Woods Property. There is a 6% commission on sale price, \$500 fee for listing the property payable when sold. Contract will end August 8, 2021.

B. Discussion – Cannabis Update

Scott Baker – City Attorney had no comments.

C. Infrastructure Committee Update

Mayor Pro Tem Kantor stated:

Transparency - Every Council meeting, Planning Commission, Downtown Development Board, every City Board we actively ask for resident ideas to promote different points of views. All meetings were advertised on city's facebook page, city's website, all meetings recorded on You Tube and on the public access channel. Publishing the Notice of Intent – that was published in the Oakland Press is cheaper than the Southfield Sun and the issue of timing. Oakland Press publishes daily where the Southfield Sun

publishes once per week. Publication in the Oakland press met the publication deadline legal requirements. The townhall meeting was intentionally done after the publication to educate the residents on the details of the proposal and to inform them of the Notice of Intent so they were aware and exercise

CITY OF LATHRUP VILLAGE CITY COUNCIL STUDY SESSION MEETING MINUTES FEBRUARY 22, 2021

their right of referendum if they so choose. On all the streets that are being paved the following replacements will take place: gate valves, fire hydrants, all of the homes will have will undergo material service line identification, 7 culverts replaced, ditch repair.

Fiscal responsibility - Financial issues: City Administrator works up to 80 hours per week, there are significantly more work to be done due to COVID-19 and all of the projects that are going on. Rather than hire an assistant manager for \$80,000 per year, the department was reorganized. We offloaded some of the responsibilities to existing employees which have many values – it gives growth opportunities to the individual, it gives them more responsibility and it results in less turnover. The City's portion cost \$19,000 but it saves the city \$60,000. Another question by a resident is that the city wasted \$54,00 on a new passenger van. This is not true; the City has \$40,000 to spend from Community Development and Block Grant Funds that can only be used for senior programs and transportation. Could not spend this money on water mains or gate valves. The van expands the ability to provide transportation to seniors. Other comments on City Administrator's car allowance are part of her compensation package from day one. City Manager Car Allowance - Most cities provide a car allowance and it's a standard benefit.

Residents should get involved and get engaged your participation is encouraged and watch city council meetings. Villagers FB page is not an official site and City is not going to get involved with commenting on this page.

Encouraged residents to get involved and get engaged. Also, watch city council meetings on public access television. Villagers facebook page is not an official site and City is not going to get involved with commenting on this page.

Notice of Intent closed end of business February 22, 2021 - Petitions were signed by 202 residents opposing the bond proposal.

CITY OF LATHRUP VILLAGE CITY COUNCIL STUDY SESSION MEETING MINUTES FEBRUARY 22, 2021

Working on a contract with Sunde Services (DPS for Lathrup Village) to assist with some of the services. There will be replacements of culverts, 54 gate valves, 40 fire hydrants and material line excavations. Self- identification of water line will take 5 minutes for residents to participate. Street pavement project will start May 3 on 2 miles of streets – will do portions of -Sunnybrook, Avilla, Glenwood, Wiltshire, Bungalow, Sunset, Alhambra, San Jose. Bids came in lower than expected and that will leave more money to more roads.

Sidewalk replacement program will be tabled for further discussion.

D. Municode Meetings - Update

Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions. Started the transition to use Municode for meetings packet.

E. Technology Upgrades

Dr. Sheryl Mitchell Theriot stated process of point and pay – pay for water bills, permits online using credit card. Intellinetics, Inc.- provide secure document scanning for the Police department and Administration is now utilizing this service to digitize our building files documents into storage on a cloud-based system.

Mayor and Council Comments

Mayor Pro Tem Kantor – stated the Notice of Intent - 45 -day referendum is for residents who would like to exercise their right if they choose.

Public Comments

Ian Zitron – stated the infrastructure bond was rushed.

Kalyn Danforth- 18750 Glenwood Blvd. – Didn't feel welcome when she stated the dance studio should remain in city hall. She signed the petition because she wanted majority to have a chance to vote on a hot topic.

Clarence Mosby – House in the woods project was not communicated to residents. Mayor Garrett stated there will not be 9 homes developed on this property.

Elsie Babcock – 27661 Lathrup Blvd. – She has water issues in her yard.

Adjourn: 7:02 p.m.

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES FEBRUARY 22, 2021

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF LATHRUP VILLAGE HELD ON MONDAY, FEBRUARY 22, 2021 HELD REMOTELY VIA-ZOOM.

The meeting was called to order at 7:04 p.m. by Mayor Garrett and Roll Call was taken.

Present: Mayor Mykale Garrett and Mayor Pro Tem Bruce Kantor
Council members Ian Ferguson and Saleem Siddiqi

Excused: Council member Donna Stallings

Present: City Administrator, Dr. Sheryl L. Mitchell Theriot, Assist. City Administrator/Treasurer, Pamela Bratschi, City Attorney, Scott Baker, Police Chief, Scott McKee, Director, Community and Economic Development, Susie Stec, Government Operations, Kelda London and City Clerk, Yvette Talley

This meeting was held remotely. All City Council Members stated they are located in Lathrup Village, Michigan, Oakland County. Mayor Garrett stated she is located in Davenport, Florida, Polk County. Mayor Pro Tem Kantor stated he is in Harbor Springs, Michigan, Emmet County.

MAYOR INVITED ALL PRESENT TO JOIN IN THE PLEDGE OF ALLEGIANCE

CO-21-39 MOTION TO EXCUSE COUNCIL MEMBER STALLINGS

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to excuse Council member Donna Stallings from this meeting.

Ayes: Ferguson, Garrett, Kantor, Siddiqi
No: None
Motion carried.

CO-21-40 Approval of Agenda

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to Approve the Agenda and **remove** from the Agenda Item 12 B. – Prepare Plans & Cost Estimates for the Establishment of a Special Assessment District for sidewalk Replacement and to schedule a public Hearing on the Advisability of Proceeding.

Ayes: Ferguson, Garrett, Kantor, Siddiqi
No: None
Motion carried.

CITY OF LATHRUP VILLAGE CITY CONCIL MEETING MINUTES FEBRUARY 22, 2021

CO-21-41 Presentation

State Representative Kyra Bolden stated upcoming events: COVID-19 Town Hall- March 26 at 5:30 p.m. will be joined by Dr. Joneigh Khaldun & Dr. Asha Shajahan, Senator Jeremy Moss and Senator Rosemary Bayer. She has started Youth Advisory Council and for those interested contact KyraBolden@house.mi.gov. There will be a Black History Month event on Facebook Live from House Democrats. In the district there have been 634 unemployment claims and 569 have been resolved. She will have monthly hour. Three bills passed into law will address confidentiality program which will allow for victims of domestic violence, stalking and human trafficking to hide their address within the Attorney General's office for protection. Working on criminal justice reform, healthcare and senior issues. Federal Government appropriated \$5 billion to the State of Michigan for COVID -19 relief and she will advocate that all of the money be used for its purpose. If you have any questions, feel free to contact her at KyraBolden@house.mi.gov.

CO-21-42 CITY COUNCIL CONVENE AS ZONING BOARD OF APPEALS

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to convene as Zoning Board of Appeals.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-43 MOTION TO RECONVENE AS CITY COUNCIL

Motion by Board member Kantor, seconded by Board member Ferguson to reconvene as City Council.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

Please review Zoning Board of Appeals meeting minutes of January 25, 2021.

CONSENT AGENDA

CO-21-44 Approval of Minutes – Study Session Meeting January 25, 2021

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to approve the minutes for January 25, 2021 Study Session Meeting.

Ayes: Ferguson, Garret, Kantor, Siddiqi

No: None

Motion carried.

CITY OF LATHRUP VILLAGE CITY CONCIL MEETING MINUTES FEBRUARY 22, 2021

CO-21-45 Approval of Minutes – January 25, 2021 – City Council Meeting

Motion Mayor Pro Tem Kantor, seconded by Council member Ferguson to approve the minutes for January 25, 2021 City Council Meeting.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-46 Approval of Minutes – February 1, 2021 Study Session Meeting

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to approve the minutes for February 1, 2021 Study Session meeting.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-47 Approval of Minutes – February 8, 2021 Joint Meeting with Planning Commission

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to approve the minutes for February 8, 2021 Study Session meeting.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-48 Approval of Minutes – February 10, 2021 Special Joint Meeting with City Council and Downtown Development Authority (DDA)

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to approve the minutes for February 10, 2021 Special Joint Meeting with City Council and Downtown Development Authority (DDA).

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-49 APPROVAL OF THE MONTHLY DISBURSEMENT REPORTS FOR THE MONTH OF JANUARY 2021

Motion by Mayor Pro Tem Kantor seconded by Council member Ferguson to approve the Monthly Disbursements for the month of January 2021:

CITY OF LATHRUP VILLAGE CITY CONCIL MEETING MINUTES FEBRUARY 22, 2021

October Disbursements w/Salary Included

FUND 101	GENERAL FUND	\$ 493,379.47
FUND 202	MAJOR ROADS	\$ 9,682.32
FUND 203	LOCAL ROADS	\$ 9,635.38
FUND 258	CAPITAL FUND	\$ 16,193.00
FUND 494	DOWNTOWN DEV AUTH	\$ 14,116.19
FUND 592	WATER & SEW.	<u>\$ 424,790.41</u>
		\$ 967,796.77

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-50 CONSIDERATION OF A MOTION TO ACCEPT DEPARTMENTAL REPORTS

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to approve the Departmental Report. Receive and File – Department Reports: CED Director Report, Police Accomplishments, Police Summaries – January 2021, Parks & Recreation 2020 Review, Recreation – Facilities-Safety, Code Enforcement and Building Department.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-51 PUBLIC COMMENT FOR ITEMS ON THE AGENDA

Lachelle Dixon – Representative of Haven asking for support from Community Development Block Grant funds in support of Haven in which they assist survivors of abuse.

CO-21-52 PUBLIC HEARINGS – COMMUNITY DEVELOPMENT BLOCK GRANT – PROGRAM YEAR 2021

Mayor Garrett opened the public hearing. There were no comments. Mayor Garrett closed the public hearing.

CO-21-53 ACTION REQUESTS - FOR CONSIDERATION/APPROVAL

- A. Consideration To Approve A Resolution for the Use of the 2021 Community Development Block Grant Funds (CDBG)

Dr. Mitchell gave an overview and answered specific questions.

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to Adopt the Resolution for the use of 2021 CDBG Funds.

CITY OF LATHRUP VILLAGE CITY CONCIL MEETING MINUTES FEBRUARY 22, 2021

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

B. Consideration To Approve the 2021 Pavement Reconstruction Program Bid Award of Contract to Asphalt Specialists, Inc

Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions.

Motion by Mayor Pro Tem Kantor, seconded by Council member Siddiqi to Accept the 2021 Pavement Reconstruction Program Bids and Award of Contract to Asphalt Specialists, Inc. and authorize the Mayor and/or City Administrator to sign the contract and related documents on behalf of the City of Lathrup Village.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

C. Consideration To Approve the Water Service Line Replacement Program – Sub -Agreement with D’Angelo Brothers, Inc.

Dr. Mitchell Theriot gave an overview and answered specific questions.

Motion by Council member Siddiqi, seconded by Council member Ferguson to Approve the Water Service Replacement Program and SOCWA Sub-Agreement with D’Angelo Brothers, Inc., as part of the Water & Sewer Capital Improvement Bond Project; authorizing the Mayor and/or City Administrator to sign the agreement and related documents on behalf of the City of Lathrup Village.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

D. Consideration of Approval of the Realtor Contract – House In the Woods

Dr. Mitchell Theriot gave an overview and answered specific questions.

Motion by Council member Ferguson, seconded by Mayor Pro Tem Kantor to approve the Independent Contractor Agreement for Real Estate Services with Natasha Hughes Smith d/b/a Lynn & Associates, for the property at 19600 Forest Drive, Lathrup Village, MI 48076, aka the House in the Woods Property and authorize the Mayor and/or City Administrator to sign the Agreement and related documents.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CITY OF LATHRUP VILLAGE CITY CONCIL MEETING MINUTES FEBRUARY 22, 2021

E. Consideration to Approve the Intergovernmental Agreement for Lockup Services Between City of Berkley and the City of Lathrup Village

Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions.

Motion by Council member Ferguson, seconded by Council member Siddiqi to approve Intergovernmental Agreement for Lockup Services Between City of Berkley and City of Lathrup Village and authorize the Mayor and/or City Administrator to sign the agreement and related documents on behalf of the City of Lathrup Village.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

F. Consideration to Approve 2021/22 Budget Amendment for the Downtown Development Authority (DDA)

Dr. Mitchell Theriot gave an overview and answered specific questions.

Motion by Council member Ferguson, seconded by Council member Siddiqi to Approve the Fiscal Year 2021/22 Budget Amendment for the DDA as presented.

Ayes: Garrett, Ferguson, Kantor, Siddiqi

No: None

Motion carried.

G. Consideration to Approve the Restaurant Relief Interlocal Agreement with Oakland County

Susie Stec gave an overview and answered specific questions.

Motion by Mayor Pro Tem Kantor, seconded by Council member Siddiqi to approve the Restaurant Relief Interlocal Agreement with Oakland County; authorizing the Mayor and/or Susie Stec, Director of Community & Economic Development to sign the agreement and related documents on behalf of the City of Lathrup Village.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CITY OF LATHRUP VILLAGE CITY CONCIL MEETING MINUTES FEBRUARY 22, 2021

H. Consideration of Approving the Your Town Publication – Ad Policy and Rates

Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions.

Motion by Council member Ferguson, seconded by Council member Siddiqi to Approve the Your Town Publication Ad Policy and Rates. Ads that are NOT permitted are: Political Campaigns or Candidates, Content featuring sale, use or distribution of alcohol or cannabis products and vaping products/tobacco products.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

I. Consideration of Approving Fiscal Year 2021/22 Budget Calendar and goal Setting Session

Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions.

Motion by Council member Ferguson, seconded by Council member Siddiqi to approve the Fiscal Year 2021/22 Budget Calendar as presented and schedule the Council's goal setting session for the determined date at the determined time after the doodle poll.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-54 CITY ADMINISTRATOR REPORT

Dr. Mitchell Theriot reported – There have been residents inquiring about water bills due to some fluctuating bills. Water meters are being tested and the city will contact residents of the date/time of testing. We are down 2 staff members, Pam Bratschi, Treasurer/Assistant City Administrator will be taking calls for water bills and property taxes. If she needs to return There is a PSA out reminding residents to keep dogs on a leash and bag dog poo. Southfield Sun -vs- Oakland Press publications – The Southfield Sun has a limited publication date they publish every other week. The Oakland Press publish daily and when there is a time constraint, we have to use the Oakland Press. Also, we publish in the E-newsletter weekly and on the city's website to ensure the public is informed.

CO-21-55 CITY ATTORNEY

None

CITY OF LATHRUP VILLAGE CITY CONCIL MEETING MINUTES FEBRUARY 22, 2021

CO-21-56 REPORTS OF BOARDS COMMISSIONS AND COMMITTEES

Mayor Pro Tem Kantor— said Planning Commission moving forward on the Comprehensive Plan. Zoning Board of Appeals approved the site plan and variance for 27215 Southfield Road.

Received and Filed:

-Planning Commission minutes.

-Received SOCRRRA Final Quarterly Report – January 2021. There will be a 2% increase in the rates that they charge Lathrup Village. Received SOCWA Final Quarterly Report – January 2021

CO-21-57 UNFINISHED/NEW BUSINESS

Mayor Pro Tem Kantor reported – There has been comments on social media regarding transparency, finances and the capital improvement bond. Transparency – Every Council meeting, Planning Commission, Downtown Development Authority Board, every City Board we actively ask for resident ideas to promote different points of views. We've been talking about this matter for over 2 years. We've had discussion about Infrastructure at 1 dozen public meetings, 3 infrastructure meetings, 4 City Council meetings, 4 City Council meetings, 4 Study session meetings, 2 Planning Commission meetings and 1 dedicated townhall meeting. All of these events were advertised on the front page of the City's website and on the pop-up that you have to click. Advertised on Villagers facebook and the E-newsletter. Posted all the videos from those meetings on Facebook, YouTube, those who don't have social media, we put the information on public access television where they are shown 5 -times per day. All the documents from all of those meetings are available to any resident who may visit city hall anytime.

Publishing the Notice of Intent – that was published in the Oakland Press is cheaper than the Southfield Sun and the issue of timing. Oakland Press publishes daily where the Southfield Sun publishes once per week. Publication in the Oakland press met the publication deadline legal requirements. The townhall meeting was intentionally done after the publication to educate the residents on the details of the proposal and to inform them of the Notice of Intent so they were aware and exercise their right of referendum if they so choose. All of the streets that are being paved, all of the projects will be coordinated along with the paving of the streets. On all the streets that are being paved the following replacements will take place: gate valves, fire hydrants, all of the homes will have will undergo material service line identification, 7 culverts replaced and ditch repair. Financial issues: City Administrator works up to 80 hours per week, there are significantly more work to be done due to COVID19- and all of the projects that are going on. Rather than hire an assistant manager for \$80,000 per year, the department was reorganized. We offloaded some of the responsibilities to existing employees which have many values – it gives growth opportunities to the individual, it gives them more responsibility and it results in less turnover. The City's portion cost \$19,000 but it saves the city \$60,000. Another question by a resident is that the city wasted \$54,00 on a new passenger van. This is not true; the City has \$40,000 to spend from Community Development and Block Grant Funds than can only be used for senior programs and transportation. Could not spend this money on water main or gate valves. The van expands the ability to provide transportation to seniors. Other comments on City Administrator's car allowance are part of her compensation package from day one. Most cities provide a car allowance and it's a standard benefit. Previous Lathrup Village City Administrators received a car instead of a car allowance. Residents should get involved and get engaged, your participation is encouraged. Also, another source, watch city council meetings. Villagers Facebook page is not an official site and the City is not going to get involved with commenting on this page.

CITY OF LATHRUP VILLAGE CITY CONCIL MEETING MINUTES FEBRUARY 22, 2021

Council member Ferguson asked residents to take part of the water service line survey. Mayor Pro Tem Kantor gave an overview of the gate valve.

Mayor Garrett read the stats on cities of the same size as Lathrup Village that offer their City Administrator a car allowance.

CO-21-58 PUBLIC COMMENTS

Katherine Flannery stated – 18614 Bungalow Dr.– Would like to see city updates in the Your Town newsletter because all residents may not have social media/internet.

Marilu Reznik - 18880 San Jose – stated the City Council has done an extraordinary job informing residents of what is happening in the city.

Kalyn Danforth – 18750 Glenwood Blvd.– appreciate City Council being accessible but didn't feel welcome.

Karen Miller- 18755 Glenwood – Mayor Garrett read 3 letters received from Karen Miller. Letter 1- What is being done with the additional revenue from homes that are sold. Letter 2 – stated residents are paying for sidewalk repairs, ditch repairs, road millage and the capital improvement bond. What will residents have to pay for next? Letter 3 – Almost 200 signatures were collected asking to put the \$5.38 million bond proposal on the ballot. Are 200 residents going to be ignored?

Elsie Babcock – 27661 Lathrup Blvd.– asked about the comparison statistics relevant to the City Administrator's car allowance.

CO-21-59 MAYOR AND CITY COUNCIL COMMENTS

Mayor Garrett read statistics comparing city's who give car allowances to City Administrator's. Mayor Pro Tem Kantor stated long time resident passed away Brigadier General Robert Raisch.

CO-21-60 ADJOURNMENT

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to adjourn this meeting.

Ayes: Ferguson, Garrett, Kantor, Siddiqi
No: None
Motion carried.

The meeting was adjourned at 9:20 p.m.

Transcribed by Yvette Talley

Mykale Garrett, Mayor

Transcribed by Yvette Talley

City Clerk

CITY OF LATHRUP VILLAGE SPECIAL CITY COUNCIL MEETING MINUTES MARCH 1, 2021

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE CITY OF LATHRUP VILLAGE HELD ON REMOTELY ON ZOOM.

The meeting was called to order at 6:0 p.m. by Mayor Garrett and Roll Call was taken.

Present: Mayor Mykale Garrett and Mayor Pro Tem Bruce Kantor

Council members Ian Ferguson and Saleem Siddiqi

Excused: Council member Donna Stallings

Present: City Administrator, Dr. Sheryl L. Mitchell, City Attorney, Scott Baker, Police Chief, Scott McKee, Treasurer, Pamela Bratschi, Community & Economic Development Manager, Susan Stec, Kelda London, and City Clerk, Yvette Talley

Also Present: Patrick McGow, Bobby Bendzinski, Stephen Hydak and Sean Rucker

This meeting was held remotely. Roll call was taken and all City Council members present are located in Lathrup Village, MI-Oakland County. Mayor Pro Tem Kantor is located in Harbor Springs, MI – Emmet County.

CO-21-61 ROLL CALL WAS TAKEN

Motion by Council member Siddiqi, seconded by Mayor Pro Tem Kantor to excuse Council member Stallings from this meeting.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-62 APPROVAL OF THE AGENDA

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to approve the Agenda and adding Item 2D – to approve the Engagement Letters for the Bond advisors.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-63 PRESENTATION – MICHIGAN INDEPENDENT CITIZENS REDISTRICTING COMMISSION – Julianne Pastula – General Counsel

Julianne Pastula -General Counsel from the Michigan Independent Citizens Redistricting Commission- MICRC. They are responsible under the Michigan Constitution for redistricting Congressional seats, Michigan House and Michigan Senate districts. To ensure fair free and impartial maps, MICRC they are

CITY OF LATHRUP VILLAGE SPECIAL CITY COUNCIL MEETING MINUTES MARCH 1, 2021

required to solicit public input before drawing any redistricting plans. This will require a minimum 10 public hearings to be held across the state. Public hearings are to inform the public, solicit information from the public about potential redistricting plans. They welcome all ideas to increase awareness and engagement on the redistricting process. Send comments to: Redistricting@michigan.gov or mail to: MICRC/P.O. Box 30318/Lansing, MI 48909. For more information visit www.michigan.gov/MIRCR.

CO-21-64 CONSIDERATION TO APPROVE 2021 UNLIMITED TAX GENERAL OBLIGATION BONDS - \$5.85m STREETS

Patrick McGow – Attorney – Miller Canfield – gave an overview and answered specific questions. Voters approved ballot proposal authorizing the issuance of Bonds (\$5,845,000) for various street projects in the City. The bonds will be sold at a competitive sale and then the proceeds will be available to pay for the project. This will authorize the city to take the remaining steps to sell the bonds and it delegates the authority to various City officials to take action related to the bonds.

Motion by Council member Ferguson, seconded by Mayor Pro Tem Kantor to Adopt the Resolution Authorizing 2021 Unlimited Tax General Obligation Bonds for an amount not to exceed \$5,845,000, for street improvements.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-65 CONSIDERATION TO APPROVE 2021 CAPITAL IMPROVEMENT BONDS (Unlimited Tax General Obligation) \$5.38 million WATER/SEWER

Patrick McGow – Attorney – Miller Canfield – gave an overview and answered specific questions. A Notice of Intent was approved and published authorizing the bonds for various improvements – water supply system improvements, replacement water mains, water meters, gate valves, hydrants, service lines, sewer/tank improvements, sidewalk, ditch and drainage improvements. This will be paid by water/sewer revenues. The Notice of Intent stated these bonds can be issued without a vote unless a petition was signed by not less than 10% of the registered voters and filed within 45 days. There were petitions circulated and some signatures submitted to the City Clerk's office. They were not sufficient signatures to satisfy the 10% threshold. After reviewing the petition forms, they did not meet the requirements under Michigan Election Laws to be a valid petition. The City can move forward with the sale of bonds for this purpose. The bonds can be issued and sold at a competitive sale. It can be sold on the same day as the road bond project. This resolution authorizes various City officials to take action related to the sale of the bonds.

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to Adopt the Resolution Authorizing 2021 Capital Improvement Bonds (Unlimited Tax General Obligation), in an amount not to exceed \$5.38 million for Water/Sewer public infrastructure related projects.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

CITY OF LATHRUP VILLAGE SPECIAL CITY COUNCIL MEETING MINUTES MARCH 1, 2021

Motion carried.

Mayor Pro Tem Kantor stated residents did exercise the right of referendum and City Council will receive at the March 15, 2021 City Council meeting.

How are the 2 bonds different:

Bonds approved by the voters on the road project, that allows the city to put it on the tax bill in the amount necessary to pay the debt. That will be paid directly from the property tax that will be added to the tax bills July 2021 to pay for the road bonds.

The water/sewer bonds city is not allowed to raise taxes at a rate higher than is allowed to levy in order to pay the bonds. The money to pay back these particular bonds have to come from other sources- water/sewer bill for the water projects.

CO-21-66 CONSIDERATION TO APPROVE THE ENGAGEMENT LETTERS FROM THE BOND ADVISORS

Dr. Sheryl Mitchell Theriot gave an overview and answered specific questions.

Bendzinski & Co. were the advisors on the two bonds – General Obligations Bonds relevant to the (Street improvements bond)

Capital Improvement Bonds relevant to (Water/Sewer bond)

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to adopt the Engagement Letters from the Bond Advisors.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

CO-21-67 MAYOR AND COUNCIL COMMENTS

Mayor Pro Tem Kantor asked residents to attend City meetings to become more informed. All City council can be reached by email/phone.

CO-21-68 PUBLIC COMMENTS

Lillian Lowery – 18476 Roseland – Asked what is the total amount families will pay in taxes taking into consideration the millage and the two bonds?

CITY OF LATHRUP VILLAGE SPECIAL CITY COUNCIL MEETING MINUTES MARCH 1, 2021

CO-21-69 **ADJOURNMENT**

Motion by Council member Ferguson, seconded by Mayor Pro Tem Kantor to adjourn this meeting.

Ayes: Ferguson, Garrett, Kantor, Siddiqi

No: None

Motion carried.

The meeting was adjourned at 6:30 p.m.

Transcribed by Yvette Talley

Mykale Garrett, Mayor

Transcribed by Yvette Talley
City Clerk

Memorandum

To: Mayor and City Council

From: Pamela Bratschi, Treasurer/Assistant City Administrator

Date: March 12, 2021

Re: Monthly Approval of Disbursements

Attached are reports for the Cities Monthly Disbursements for the Month of February 2021.

MOTION:

To approve the Monthly Disbursements for the month of February 2021 as:

FEBRUARY DISBURSEMENTS W/ SALARY INCLUDED			
FUND 101	GENERAL FUND	\$	264,484.93
FUND 202	MAJOR ROADS	\$	8,566.08
FUND 203	LOCAL ROADS	\$	9,466.05
FUND 258	CAPITAL FUND	\$	-
FUND 494	DOWNTOWN DEV. AUTH	\$	17,395.58
FUND 592	WATER & SEW	\$	212,753.99
TOTAL DISBURSEMENTS		\$	512,666.63

CITY OF LATHRUP VILLAGE
Disbursement Report

Period covered 2/16/2021-2/28/2021

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$15,040.77	Bratschi, Carlton, London, Mitchell Talley, Sweidan
DDA	\$5,667.92	Stec, Dahl, Sweidan
Bldg Mnt	\$0.00	
Police	\$36,572.59	Becker, Button, Carmack, Huston Knoll,Lask,Lawrence, McKee,Roberts Tackett,Tompkins Upshaw, Zang
DPS	\$0.00	
Water	\$2,420.65	Carlton
Recreation	\$1,859.38	Clough

Total Gross \$61,561.31

Deductions \$21,554.64

Net Payroll \$40,006.67

* Fund Totals Include Gross Payroll

General Fund	\$210,968.97
Major Road Fund	\$8,566.08
Local Road Fund	\$9,466.05
Capital Acquisition Fund	\$0.00
Debt Service Fund SDS Bonds	\$0.00
Downtown Development Authority	\$10,857.66
Water & Sewer Fund	\$211,251.09
Total	\$451,109.85

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LATHRUP VILLAGE
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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-206.000	TAX OVERAGE REFUND	ANDREW E. MEISNER	40-24-14-232-001	3,073.92	2754
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	MICHIGAN ST. DISBURSEMENT	CHILD SUPPORT	282.75	45003
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	POLICE & FIREMEN'S INS. GF	INSURANCE	56.34	45008
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	AFLAC	EMPLOYEE PAID ADDITIONAL COVERAGE	128.60	45019
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	MICHIGAN ST. DISBURSEMENT	CHILD SUPPORT	282.75	45039
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	PAMELA BELL	COMMUNITY ROOM DEPOSIT REFUND	300.00	45043
101-000.000-254.000	REGISTRATION SEX OFFENDER	MICHIGAN STATE POLICE	SOR REGISTRATION	30.00	45004
101-000.000-283.000	PERFORMANCE BONDS	CONRATH, LILLIAN M	BD Bond Refund	150.00	44985
101-000.000-283.000	PERFORMANCE BONDS	MARXHAUSEN, JOHN	BD Bond Refund	50.00	44999
101-000.000-283.000	PERFORMANCE BONDS	MGE CARPENTRY, INC.	BD Bond Refund	150.00	45001
101-000.000-283.000	PERFORMANCE BONDS	NICOLE CHURCHILL	BD Bond Refund	50.00	45005
101-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	ICMA RETIREMENT TRUST-457	ICMA DEF COMP 457	3,660.77	44995
101-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	ICMA RETIREMENT TRUST-457	ICMA DEF COMP 457 PLAN	5,044.41	45032
101-000.000-448.000	INSURANCE REIMBURSEMENT	B AND B COLLISION CORP	POLICE VEHICLE REPAIRS	5,628.10	44972
Total For Dept 000.000				18,887.64	
Dept 100.000 GOVERNMENT SERVICES					
101-100.000-712.000	WORKER'S COMP INSURANCE	MICHIGAN MUNICIPAL LEAGUE	PAYROLL AUDIT 7/1/19-7/1/2020	332.00	45038
101-100.000-726.000	OFFICE SUPPLIES	MICHIGAN CHAMBER SERVICES,	LABOR LAW POSTERS	37.50	45002
101-100.000-726.000	OFFICE SUPPLIES	ZIP ETC.INC.	ENEVELOPES, BUISNESS CARDS	373.00	45017
101-100.000-726.000	OFFICE SUPPLIES	ZIP ETC.INC.	BUISNESSCARDS	160.00	45017
101-100.000-726.000	OFFICE SUPPLIES	CARDMEMBER SERVICE	MEMBERSHIPS, TECHNOLOGY, PARKS AND REC,	499.00	44979
101-100.000-726.000	OFFICE SUPPLIES	STAPLES	OFFICE SUPPLIES	66.24	45014
101-100.000-726.000	OFFICE SUPPLIES	SPECTRA ASSOCIATES, INC.	CUSTOM STYLE "D" MINUTE BOOKS	284.50	45046
101-100.000-726.000	OFFICE SUPPLIES	STAPLES	FIRST AID KT ANSI 25 PRSN	27.64	45048
101-100.000-726.000	OFFICE SUPPLIES	STAPLES	DESK PAD, MNTH,21	8.39	45048
101-100.000-726.001	SUPPLIES - COVID 19	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	87.39	44970
101-100.000-803.000	MEMBERSHIPS & MEETINGS	CARDMEMBER SERVICE	MEMBERSHIPS, TECHNOLOGY, PARKS AND REC,	220.00	44979
101-100.000-804.000	BUILDING TRADE INSPECTION	MCKENNA & ASSOC.	BUILDING INSPECTIONS	4,757.38	45000
101-100.000-805.000	CABLE TELEVISION	AMAZON CAPITAL SERVICES	CABLE SUPPLIES	119.00	44970
101-100.000-805.000	CABLE TELEVISION	C V STUDIOS	LVTV SERVICES	3,393.00	45024
101-100.000-848.000	GOVERNMENT OPERATIONS	CARDMEMBER SERVICE	MEMBERSHIPS, TECHNOLOGY, PARKS AND REC,	20.95	44979
101-100.000-848.000	GOVERNMENT OPERATIONS	BSB COMMUNICATIONS, INC.	INSTALLED FIVE 7' CAT.5 PATCH CORDS FOF	198.90	45023
101-100.000-848.000	GOVERNMENT OPERATIONS	INTELLIENTICS, INC.	SCANNING & STORAGE OF BLDG DEPT FILES	645.00	45033
101-100.000-848.001	TECHNOLOGY	CARDMEMBER SERVICE	MEMBERSHIPS, TECHNOLOGY, PARKS AND REC,	369.99	44979
101-100.000-850.000	TELEPHONE EXPENDITURES	COMCAST	INTERNET FOR CITY HALL	303.81	44984
101-100.000-850.000	TELEPHONE EXPENDITURES	PAETEC	TELEPHONE BILL	412.75	45007
101-100.000-850.000	TELEPHONE EXPENDITURES	VERIZON WIRELESS	CELL PHONE BILL	179.85	45051
101-100.000-850.000	TELEPHONE EXPENDITURES	WINDSTREAM	PHONE BILLS	709.31	45052
101-100.000-860.000	VEHICLE EXPENSE	CHRISTOPHER CLOUGH	MILEAGE REIMBERSMENT	1.44	44981
101-100.000-860.000	VEHICLE EXPENSE	CARDMEMBER SERVICE	MEMBERSHIPS, TECHNOLOGY, PARKS AND REC,	22.99	44979
101-100.000-900.000	PRINTING/PUBLICATION COSTS	MEDIANEWS- 21CM ADVERTISIN	NOTICE 'S IN PAPER	653.68	45036
101-100.000-900.000	PRINTING/PUBLICATION COSTS	MUNICIPAL CODE CORP	SUPPLEMENT PAGES, ORD. ON WED - N.O.W	2,464.31	45040
Total For Dept 100.000 GOVERNMENT SERVICES				16,348.02	
Dept 101.000 ADMINISTRATION					
101-101.000-702.000	SALARIES PART-TIME	ACCOUNTTEMPS	TEMP POSITION	1,275.00	44969
101-101.000-702.000	SALARIES PART-TIME	ACCOUNTTEMPS	TEMP POSITION	1,275.00	44969
101-101.000-702.000	SALARIES PART-TIME	ACCOUNTTEMPS	TEMP POSITION	1,020.00	45018
101-101.000-702.000	SALARIES PART-TIME	ACCOUNTTEMPS	TEMP POSITION	1,275.00	45018
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	196.08	45016
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE FOR JANUARY AND FEBRUARY 2021	7,657.60	4
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS BLUE SHIELD	INSURANCE	499.06	4

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Fund 101 GENERAL FUND					
Dept 101.000 ADMINISTRATION					
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS BLUE SHIELD	RETIREEES HEALTH CARE	448.56	45022
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	LIFE INSURANCE	217.72	45047
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINTE TRANSFER 803	HEALTH SAVINGS RHS PLAN	174.89	45049
101-101.000-717.000	CODE ENFORCEMENT LEGAL	BAKER & ELOWSKY, PLLC	LEGAL SERVICES	1,852.50	44973
101-101.000-722.000	LEGAL SERVICES	BAKER & ELOWSKY, PLLC	LEGAL SERVICES	4,580.00	44973
101-101.000-722.000	LEGAL SERVICES	STEVEN H. SCHWARTZ	LEGAL SERVICES PROVIDED	2,143.75	45015
Total For Dept 101.000 ADMINISTRATION				22,615.16	
Dept 201.000 BUILDING & GROUNDS					
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	CLEANING SERVICES PROVIDED	538.43	44983
101-201.000-702.000	SALARIES PART-TIME	MICHIGAN ST. DISBURSEMENT	SPOUSAL SUPPORT	649.75	45003
101-201.000-702.000	SALARIES PART-TIME	AFLAC	EMPLOYEE PAID ADDITIONAL COVERAGE	71.64	45019
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	ADDITIONAL PROJECT WORK	50.00	45027
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	BUILDING AND GROUNDS ADDITIONAL WORK	50.00	45027
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	CUSTODIAL SERVICES 2/16/2021-02/28/2021	538.43	45027
101-201.000-702.000	SALARIES PART-TIME	MICHIGAN ST. DISBURSEMENT	SPOUSAL SUPPORT	649.75	45039
101-201.000-920.000	UTILITIES	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	1,622.39	44989
101-201.000-920.000	UTILITIES	CONSUMERS ENERGY	ENERGY BILLS FOR CITY BUILDINGS	1,397.54	44986
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	CLIFTON GRANT	SANATIZING	504.00	44983
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	CLIFTON GRANT	ADDITIONAL WORK	100.00	44983
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	ROCKET ENTERPRISE, INC.	CONTRACT RENEWAL	795.00	45012
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	DETROIT ELEVATOR COMPANY	ROUTINE MAINTENANCE	215.00	44987
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	HOME DEPOT CREDIT SERVICES	BUILDING SUPPLIES	206.34	44992
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	ALLIED BUILDING SERVICES (	SINK DRAIN CLEANED IN POLICE DEPT	247.50	45020
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	CLIFTON GRANT	ADDITIONAL PROJECT WORK	50.00	45027
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	CLIFTON GRANT	BUILDING AND GROUNDS ADDITIONAL WORK	50.00	45027
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	CLIFTON GRANT	SANITIZING CITY HALL 02/16/2021-02/28/2	504.00	45027
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	KIMBERLY RUSHING	BASEMENT LOBBY PAINTING	800.00	45035
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	NICHOLS PAPER & SUPPLY CO	BATH TISSUE 2 PLY	163.04	45041
101-201.000-938.000	PARKING LOT & GROUNDS	CLIFTON GRANT	ADDITIONAL WORK	540.00	44983
101-201.000-938.000	PARKING LOT & GROUNDS	HOME DEPOT CREDIT SERVICES	BUILDING SUPPLIES	248.91	44992
101-201.000-938.000	PARKING LOT & GROUNDS	CLIFTON GRANT	ADDITIONAL PROJECT WORK	180.00	45027
101-201.000-938.000	PARKING LOT & GROUNDS	CLIFTON GRANT	BUILDING AND GROUNDS ADDITIONAL WORK	180.00	45027
Total For Dept 201.000 BUILDING & GROUNDS				10,351.72	
Dept 301.000 PUBLIC SAFETY					
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	38.40	45016
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEAALTH SAVINGS PLAN	528.20	45016
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE FOR JANUARY AND FEBRUARY 2021	2,629.91	44975
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS BLUE SHIELD	INSURANCE	6,829.98	44976
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS-BLUE SHIELD	INSURANCE	8,157.45	44977
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	RAYMOND TOMPKINS	HEALTH INSURANCE BUYOUT	1,219.08	45011
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS BLUE SHIELD	RETIREEES HEALTH CARE	2,242.80	45022
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	LIFE INSURANCE	253.48	45047
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINTE TRANSFER 803	HEALTH SAVINGS RHS PLAN	38.40	45049
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINTE TRANSFER 803	HEALTH SAVINGS RHS PLAN	528.20	45050
101-301.000-712.000	WORKER'S COMP INSURANCE	MICHIGAN MUNICIPAL LEAGUE	PAYROLL AUDIT 7/1/19-7/1/2020	332.00	45038
101-301.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	795.45	44970
101-301.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	59.49	44970
101-301.000-726.000	OFFICE SUPPLIES	CITY OF LATHRUP VILLAGE	OFFICE SUPPLIES, GIFT BASKET, Q TIPS	17.42	44982
101-301.000-726.000	OFFICE SUPPLIES	CARDMEMBER SERVICE	MEMBERSHIPS, TECHNOLOGY, PARKS AND REC,	51.88	44979
101-301.000-727.000	ROAD SUPPLIES	CITY OF LATHRUP VILLAGE	OFFICE SUPPLIES, GIFT BASKET, Q TIPS	22.40	4
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	PREMIER BUSINESS PRODUCTS	COPY CHARGES	689.98	4

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DB: Lathrup

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Page: 3/6

Item 7A.

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301.000 PUBLIC SAFETY					
101-301.000-731.000	PUBLICATIONS/DOCUMENT REDUCIN	GRAPHIC SCIENCES, INC	SCAN FICHE PAGES TO USB	655.04	45030
101-301.000-822.000	TRAINING	MICHAEL ZANG	MACP CONFERENCE	55.00	45037
101-301.000-823.000	FIREARMS TRAINING	CITY OF LATHRUP VILLAGE	OFFICE SUPPLIES, GIFT BASKET, Q TIPS	8.88	44982
101-301.000-826.000	YOUTH & DRUG PROGRAMS	CITY OF LATHRUP VILLAGE	OFFICE SUPPLIES, GIFT BASKET, Q TIPS	2.12	44982
101-301.000-829.000	POLICE UNIFORMS & CLEANING	PRIORITY ONE EMERGENCY, IN UNIFORMS		239.94	45010
101-301.000-829.000	POLICE UNIFORMS & CLEANING	PRIORITY ONE EMERGENCY, IN MCKEE - PERFORMANCE POLO'S		121.98	45044
101-301.000-850.000	TELEPHONE EXPENDITURES	AT & T	DISPATCH	142.74	44971
101-301.000-850.000	TELEPHONE EXPENDITURES	COMCAST	INTERNET	32.40	44984
101-301.000-850.000	TELEPHONE EXPENDITURES	VERIZON WIRELESS	CELL PHONE BILL	179.85	45051
101-301.000-850.000	TELEPHONE EXPENDITURES	WINDSTREAM	PHONE BILLS	480.97	45052
101-301.000-851.000	RADIO COMMUNICATIONS	OAKLAND COUNTY TREASURER	CLEMIS MEMBERSHIP	2,643.75	45006
101-301.000-851.000	RADIO COMMUNICATIONS	OAKLAND COUNTY TREASURER	VEHICLE REPAIR	58.99	45006
101-301.000-860.000	VEHICLE EXPENSE	BIRMINGHAM OIL CHANGE CENT	OIL CHANGE 2018 IMPALA	49.97	44974
101-301.000-860.000	VEHICLE EXPENSE	OAKLAND COUNTY TREASURER	VEHICLE REPAIRS	1,488.38	45006
101-301.000-860.000	VEHICLE EXPENSE	CARDMEMBER SERVICE	MEMBERSHIPS, TECHNOLOGY, PARKS AND REC,	87.96	44979
101-301.000-860.000	VEHICLE EXPENSE	B AND B COLLISION CORP	PREP & CLEAN/REMOVE DEBRIS	76.00	45021
101-301.000-860.000	VEHICLE EXPENSE	JAX KAR WASH	CAR WASHES	45.00	45034
101-301.000-860.000	VEHICLE EXPENSE	O'REILLY AUTOMOTIVE, INC.	MINI BULB	5.48	45042
Total For Dept 301.000 PUBLIC SAFETY				30,808.97	
Dept 401.000 PUBLIC SERVICE					
101-401.000-920.000	UTILITIES	COMCAST	INTERNET FOR D.P.S	246.70	44984
101-401.000-920.000	UTILITIES	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	169.67	44989
101-401.000-920.000	UTILITIES	CONSUMERS ENERGY	ENERGY BILLS FOR CITY BUILDINGS	762.67	44986
101-401.000-920.000	UTILITIES	WINDSTREAM	PHONE BILLS	91.98	45052
101-401.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	10,436.61	44998
Total For Dept 401.000 PUBLIC SERVICE				11,707.63	
Dept 501.000 LEAF COLLECTION					
101-501.000-978.000	REFUSE EQUIP/ROLLOFF EXPEND	CITY OF FERNDALE	LEAF SEASON HOST FEE AND LABOR/EQUIPMEN	2,894.53	45026
101-501.000-978.000	REFUSE EQUIP/ROLLOFF EXPEND	SOCRRA	S[ECO; WASTER - JAN 21	392.81	45045
Total For Dept 501.000 LEAF COLLECTION				3,287.34	
Dept 502.000					
101-502.000-801.001	SOCRRA	SOCRRA	REFUSE, RECYCLABLES AND YARD WASTE COLI	15,264.00	45013
101-502.000-801.001	SOCRRA	SOCRRA	BASIC REFUSE, RECYCLABLES AND YARD WAST	13,616.00	45045
101-502.000-801.001	SOCRRA	SOCRRA	SPECIAL WASTE - NOV 20	10.00	45045
101-502.000-801.001	SOCRRA	SOCRRA	BASIC RUFUSE, RECYCLABLES, AND YARD WAS	13,616.00	45045
Total For Dept 502.000				42,506.00	
Dept 601.000 RECREATION					
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	37.19	45016
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE FOR JANUARY AND FEBRUARY 2021	321.26	44975
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPAN	LIFE INSURANCE	21.51	45047
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINTE TRANSFER 80	HEALTH SAVINGS RHS PLAN	37.19	45049
101-601.000-712.000	WORKER'S COMP INSURANCE	MICHIGAN MUNICIPAL LEAGUE	PAYROLL AUDIT 7/1/19-7/1/2020	150.00	45038
101-601.000-812.000	COMMUNITY EVENTS	CARDMEMBER SERVICE	MEMBERSHIPS, TECHNOLOGY, PARKS AND REC,	416.60	44979
Total For Dept 601.000 RECREATION				983.75	
Total For Fund 101 GENERAL FUND				157,496.23	

Fund 202 MAJOR ROAD FUND
 Dept 702.000

26

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DB: Lathrup

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Page: 4/6

Item 7A.

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 202 MAJOR ROAD FUND					
Dept 702.000					
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE FOR JANUARY AND FEBRUARY 2021	72.97	44975
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	LIFE INSURANCE	2.69	45047
202-702.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	94.30	44978
202-702.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	COLD PATCH	110.40	45025
202-702.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	COLD PATCH	89.12	45025
202-702.000-864.000	TRAFFIC CONTROLS	DTE ENERGY	STREET LIGHTS	1,848.35	44989
202-702.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE TRIMMING	960.00	44996
202-702.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	5,388.25	44998
Total For Dept 702.000				8,566.08	
Total For Fund 202 MAJOR ROAD FUND				8,566.08	
Fund 203 LOCAL ROAD FUND					
Dept 703.000					
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE FOR JANUARY AND FEBRUARY 2021	72.97	44975
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	LIFE INSURANCE	2.69	45047
203-703.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	94.30	44978
203-703.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	COLD PATCH	110.40	45025
203-703.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	COLD PATCH	89.13	45025
203-703.000-866.000	SNOW & ICE REMOVAL	DETROIT SALT COMPANY, L.C.	ROAD SALT	2,748.31	44988
203-703.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE TRIMMING	960.00	44996
203-703.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	5,388.25	44998
Total For Dept 703.000				9,466.05	
Total For Fund 203 LOCAL ROAD FUND				9,466.05	
Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 000.000					
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	82.45	45016
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE FOR JANUARY AND FEBRUARY 2021	2,774.29	44975
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	LIFE INSURANCE	56.15	45047
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINTE TRANSFER 803	HEALTH SAVINGS RHS PLAN	82.45	45049
494-000.000-726.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	37.62	44970
494-000.000-844.000	MAIN STREET PROGRAM	ZIP ETC.INC.	LAWN SIGNS	80.00	45053
494-000.000-882.000	PLANNING/CONSULTING FEES	GIFFELS-WEBSTER ENG INC	PLANNING RETAINER	1,755.00	44991
494-000.000-882.000	PLANNING/CONSULTING FEES	GIFFELS-WEBSTER ENG INC	CMS ROW PERMIT REVIEWS FOR VARIOUS ADFF	145.00	45029
494-000.000-882.000	PLANNING/CONSULTING FEES	GIFFELS-WEBSTER ENG INC	PLAN REVIEW LIFE CENTER ADAPTIVE REUSE	145.00	45029
494-000.000-955.000	MISCELLANEOUS EXPENDITURES	CARDMEMBER SERVICE	MEMBERSHIPS, TECHNOLOGY, PARKS AND REC,	31.78	44979
Total For Dept 000.000				5,189.74	
Total For Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY				5,189.74	
Fund 592 WATER & SEWER FUND					
Dept 000.000					
592-000.000-202.999	SHORT TERM PORTION OF LTD	THE BANK OF NEW YOURK	MELIBOND PAYMENT	35,000.00	2592
Total For Dept 000.000				35,000.00	
Dept 536.000 WATER DEPARTMENT					
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	16.16	45016
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE FOR JANUARY AND FEBRUARY 2021	7,131.06	44975
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	LIFE INSURANCE	17.56	45047
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINTE TRANSFER 803	HEALTH SAVINGS RHS PLAN	5.57	45049
592-536.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	6,054.70	4

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LATHRUP VILLAGE
 POST DATES 02/01/2021 - 02/28/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

Page: 5/6

Item 7A.

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 WATER & SEWER FUND					
Dept 536.000 WATER DEPARTMENT					
592-536.000-944.000	WATER PURCHASES	SOUTHEAST OAKLAND COUNTY	WATER CHARGES FOR JAN 2021	30,741.90	2590
592-536.000-955.000	MISCELLANEOUS EXPENDITURES	FERGUSON WATERWORKS	WATER MAINTANANCE	315.86	44990
Total For Dept 536.000 WATER DEPARTMENT				44,282.81	
Dept 537.000 SEWER DEPARTMENT					
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	16.16	45016
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE FOR JANUARY AND FEBRUARY 2021	183.13	44975
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	LIFE INSURANCE	17.56	45047
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINTE TRANSFER 803	HEALTH SAVINGS RHS PLAN	5.57	45049
592-537.000-720.000	INTEREST EXPENSE	THE BANK OF NEW YORK MELL	BOND PAYMENT	9,893.75	2591
592-537.000-720.000	INTEREST EXPENSE	THE BANK OF NEW YOURK MELI	BOND PAYMENT	4,714.28	2592
592-537.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	6,054.70	44998
592-537.000-939.000	SEWER SYTEM MAINTENANCE	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	15.33	44989
592-537.000-939.000	SEWER SYTEM MAINTENANCE	GIFFELS-WEBSTER ENG INC	2020 SEWER CLEANING AND TELEVISIONING	2,224.61	44991
592-537.000-939.000	SEWER SYTEM MAINTENANCE	EQUIX INTEGRITY, INC	2020 SEWER CLEANING AND ASSESSMENT	2,974.72	45028
592-537.000-939.000	SEWER SYTEM MAINTENANCE	GIFFELS-WEBSTER ENG INC	2020 SEWER CLEANING, TELEVISIONING/ASSESSM	3,787.50	45029
592-537.000-939.000	SEWER SYTEM MAINTENANCE	GIFFELS-WEBSTER ENG INC	2020 SEWER CLEANING, TELEVISIONING/ASSESSM	2,667.50	45029
592-537.000-942.000	SEWAGE DISPOSAL EXPENSE	OAKLAND COUNTY TREASURER	SEWERAGE CHARGES FOR THE MONTH OF JANUF	85,767.51	2589
592-537.000-945.000	RETENTION TANK-UTIL ELEC	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	2,164.78	44989
592-537.000-947.000	RETENTION TANK UTIL-GAS	CONSUMERS ENERGY	ENERGY BILLS FOR CITY BUILDINGS	170.09	44986
592-537.000-948.000	RETENTION TANK UTIL-TELEPHONE	WINDSTREAM	PHONE BILLS	77.38	45052
592-537.000-951.000	RETENTION TANK BUILDING/EQUIP	CENTRAL AIR COMPRESSOR CO	REPAIRS ON AIR COMPRESSOR	1,112.55	44980
592-537.000-951.000	RETENTION TANK BUILDING/EQUIP	KISM LLC	LIFTSTATIONS FOR 2021	2,625.00	44997
592-537.000-957.000	INDUSTRIAL SURCHARGE/NON-RESI	GREAT LAKES WATER AUTHORI	INDUSTRIAL SURCHARGE	1,365.23	45031
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	HUBBELL, ROTH & CLARK, INC	STORM WATER PERMITTING	3,185.28	44993
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM	525.00	44994
Total For Dept 537.000 SEWER DEPARTMENT				129,547.63	
Total For Fund 592 WATER & SEWER FUND				208,830.44	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LATHRUP VILLAGE
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BOTH JOURNALIZED AND UNJOURNALIZED
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Item 7A.

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 GENERAL FUND	157,496.23	
			Fund 202 MAJOR ROAD FUNI	8,566.08	
			Fund 203 LOCAL ROAD FUNI	9,466.05	
			Fund 494 DOWNTOWN DEVELC	5,189.74	
			Fund 592 WATER & SEWER I	208,830.44	
			Total For All Funds:	389,548.54	

BUDGET REPORT (REVENUES VERSUS EXPENDITURES) FOR MONTH ENDED FEBRUARY 28, 2021

	Revenues Through 2/28/2021	Expenses Through 2/28/2021	Revenues Over (Under) Expenses
101-GENERAL FUND	3,886,491	2,942,881	943,611
202-MAJOR STREET FUND	151,110	81,150	69,960
203-LOCAL STREET FUND	239,267	163,280	75,987
258-CAPITAL ACQUISITION FUND	96,861	86,490	10,371
494-DOWNTOWN DEVELOPMENT AUTHORITY	80,019	174,241	(94,221)
592-WATER & SEWER FUND	1,483,350	1,706,556	(223,206)
GRAND TOTAL ALL FUNDS	5,937,099	5,154,598	782,501

CITY OF LATHRUP VILLAGE

Disbursement Report

Period covered 2/1/2021-2/15/2021

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$14,122.99	Bratschi, Carlton, London, Mitchell Talley, Sweidan
DDA	\$6,537.92	Stec, Dahl, Sweidan
Bldg Mnt	\$0.00	
Police	\$37,533.59	Becker, Button, Carmack, Huston Knoll,Lask,Lawrence, McKee,Roberts Tackett,Tompkins Upshaw, Zang
DPS	\$0.00	
Water	\$1,502.90	Carlton
Recreation	\$1,859.38	Clough

Total Gross	\$61,556.78
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Deductions	\$22,112.83
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Net Payroll	\$39,443.95
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* Fund Totals Include Gross Payroll

General Fund	\$53,515.96
Major Road Fund	\$0.00
Local Road Fund	\$0.00
Capital Acquisition Fund	\$0.00
Debt Service Fund SDS Bonds	\$0.00
Downtown Development Authority	\$6,537.92
Water & Sewer Fund	\$1,502.90
Total	\$61,556.78

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PERIOD ENDING 02/28/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL	AMENDED BUDGET	02/28/2021	MONTH 02/28/21	BALANCE	
		BUDGET		NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	USED
Fund 101 - GENERAL FUND							
Revenues							
Dept 000.000							
101-000.000-401.000	CITY TAXES	2,714,127.00	2,714,127.00	2,605,202.16	9,004.51	108,924.84	95.99
101-000.000-402.000	REFUSE COLLECTION TAXES	407,107.00	407,107.00	393,432.57	1,384.86	13,674.43	96.64
101-000.000-409.000	DELQ PERSONAL PROPERTY REVENU	4,000.00	4,000.00	610.68	0.00	3,389.32	15.27
101-000.000-414.000	TAX PENALTIES	35,000.00	35,000.00	11,564.46	1,691.51	23,435.54	33.04
101-000.000-415.000	MISCELLANEOUS REVENUE	9,000.00	9,000.00	4,012.17	30.00	4,987.83	44.58
101-000.000-416.001	PROPERTY & LIABLITY DIVIDEND REVENUE	6,500.00	6,500.00	5,349.00	5,349.00	1,151.00	82.29
101-000.000-419.000	AT & T LEASE PAYMENTS	60,889.00	60,889.00	40,592.88	5,074.11	20,296.12	66.67
101-000.000-421.000	METRO-PCS LEASE PAYMENTS	45,000.00	45,000.00	27,579.04	3,447.38	17,420.96	61.29
101-000.000-446.000	INVESTMENT INTEREST	23,000.00	15,000.00	4,009.51	330.36	10,990.49	26.73
101-000.000-447.000	TAX 1% ADMINISTRATIVE FEE	81,000.00	81,000.00	82,278.93	2,525.07	(1,278.93)	101.58
101-000.000-448.001	INSURANCE RECOVERIES	0.00	2,214.00	2,213.76	0.00	0.24	99.99
101-000.000-455.000	METRO AUTHORITY-FEE	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
101-000.000-456.000	BUILDING PERMITS	95,000.00	95,000.00	55,757.00	3,037.00	39,243.00	58.69
101-000.000-457.000	ZONING, SITE, SPECIAL PERMITS	6,000.00	6,000.00	3,604.00	50.00	2,396.00	60.07
101-000.000-458.000	PLUMBING/HEATING PERMITS	24,500.00	24,500.00	11,252.00	400.00	13,248.00	45.93
101-000.000-459.000	ELECTRICAL PERMITS	16,000.00	16,000.00	8,588.00	585.00	7,412.00	53.68
101-000.000-460.000	LICENSES & REGISTRATIONS	9,000.00	9,000.00	2,160.00	370.00	6,840.00	24.00
101-000.000-461.000	DOG & CAT LICENSES	1,100.00	1,100.00	709.00	252.00	391.00	64.45
101-000.000-465.000	CABLE TV REVENUES	120,000.00	120,000.00	58,331.53	23,525.96	61,668.47	48.61
101-000.000-470.000	RECREATION SPECIAL PROGRAMS	25,000.00	10,000.00	2,149.98	125.00	7,850.02	21.50
101-000.000-470.001	DOG PARK REVENUE	0.00	2,500.00	3,181.25	1,600.00	(681.25)	127.25
101-000.000-471.000	DONATIONS-OTHER	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00
101-000.000-475.000	COMM ROOM & BLDG RENT REVENUE	40,000.00	25,000.00	2,595.00	0.00	22,405.00	10.38
101-000.000-540.000	302 TRAINING FUNDS-REVENUES	1,000.00	1,000.00	615.67	0.00	384.33	61.57
101-000.000-542.000	SMART CREDITS	8,700.00	8,700.00	0.00	0.00	8,700.00	0.00
101-000.000-543.000	FEDERAL/STATE GRANTS	0.00	292,270.00	292,269.66	0.00	0.34	100.00
101-000.000-546.000	POLICE CHARGES FOR SERVICES	15,000.00	15,000.00	13,398.62	1,389.20	1,601.38	89.32
101-000.000-574.000	STATE SHARED REVENUES	416,425.00	416,425.00	164,040.00	0.00	252,385.00	39.39
101-000.000-612.000	DISTRICT COURT FINES	140,000.00	120,000.00	58,741.08	7,401.17	61,258.92	48.95
101-000.000-626.000	COMMUNITY DEVELOPMENT	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
101-000.000-627.000	SIDEWALK REVENUES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-000.000-632.000	PUBLIC SERVICES REIMBURSEMENT	20,000.00	20,000.00	13,253.24	0.00	6,746.76	66.27
101-000.000-669.000	DPS BLDG RENT FROM WATER	4,917.00	4,917.00	4,917.00	0.00	0.00	100.00
101-000.000-671.000	ADMINISTRATIVE REV RD FUND	1,639.00	1,639.00	1,639.00	0.00	0.00	100.00
101-000.000-676.001	EMPLOYEE BENEFIT CONTRIBUTION	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
101-000.000-677.000	ELECTION REIMBURSEMENTS	0.00	8,268.00	8,267.62	0.00	0.38	100.00
101-000.000-681.000	SALE OF ABANDONED PROPERTY	0.00	0.00	4,176.46	0.00	(4,176.46)	100.00
Total Dept 000.000		4,377,404.00	4,624,656.00	3,886,491.27	67,572.13	738,164.73	84.04
TOTAL REVENUES		4,377,404.00	4,624,656.00	3,886,491.27	67,572.13	738,164.73	84.04

Expenditures

Dept 100.000 - GOVERNMENT SERVICES

101-100.000-708.000	PROPERTY & LIABILITY INSURANC	30,000.00	30,000.00	34,466.00	0.00	(4,466.00)	114.89
101-100.000-710.000	UNEMPLOYMENT INSURANCE	50.00	50.00	2.75	0.00	47.25	5.50
101-100.000-712.000	WORKER'S COMP INSURANCE	8,500.00	8,500.00	332.00	332.00	8,168.00	3.91
101-100.000-726.000	OFFICE SUPPLIES	6,000.00	6,000.00	4,925.88	1,456.27	1,074.12	82.10
101-100.000-726.001	SUPPLIES - COVID 19	0.00	4,500.00	3,967.03	87.39	532.97	88.16
101-100.000-732.000	CODE ENFORCEMENT	2,000.00	2,000.00	60.00	0.00	1,940.00	3.00
101-100.000-802.000	TAX TRIBUNAL RETURNS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-100.000-803.000	MEMBERSHIPS & MEETINGS	7,000.00	7,000.00	3,520.52	220.00	3,479.48	50.00
101-100.000-804.000	BUILDING TRADE INSPECTION	70,000.00	132,000.00	84,581.63	4,757.38	47,418.37	64.00

PERIOD ENDING 02/28/2021

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 02/28/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 02/28/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-100.000-805.000	CABLE TELEVISION	35,000.00	40,000.00	23,973.91	3,512.00	16,026.09	59.93
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	25,000.00	25,000.00	2,256.22	0.00	22,743.78	9.02
101-100.000-810.000	AUDITING & ACCOUNTING	25,000.00	19,899.00	19,899.50	0.00	(0.50)	100.00
101-100.000-818.000	APPRECIATION DINNER	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-100.000-822.000	TRAINING	5,500.00	5,500.00	195.00	0.00	5,305.00	3.55
101-100.000-832.000	CITIZEN COMMUNICATION/PR	10,000.00	10,000.00	7,886.48	0.00	2,113.52	78.86
101-100.000-840.000	LIBRARY PAYMENT	149,200.00	149,200.00	59,969.00	0.00	89,231.00	40.19
101-100.000-848.000	GOVERNMENT OPERATIONS	32,000.00	35,000.00	26,350.32	864.85	8,649.68	75.29
101-100.000-848.001	TECHNOLOGY	30,000.00	35,000.00	29,424.39	369.99	5,575.61	84.07
101-100.000-850.000	TELEPHONE EXPENDITURES	18,000.00	18,000.00	12,677.01	1,605.72	5,322.99	70.43
101-100.000-860.000	VEHICLE EXPENSE	7,500.00	7,500.00	3,516.16	24.43	3,983.84	46.88
101-100.000-880.000	CDBG EXPENDITURES	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
101-100.000-882.000	PLANNING/CONSULTING FEES	6,000.00	6,000.00	435.00	0.00	5,565.00	7.25
101-100.000-883.000	CITY BEAUTIFICATION	1,500.00	1,500.00	427.28	0.00	1,072.72	28.49
101-100.000-900.000	PRINTING/PUBLICATION COSTS	12,000.00	12,000.00	8,127.61	3,117.99	3,872.39	67.73
101-100.000-901.000	POSTAGE FEES	3,500.00	5,500.00	2,457.37	0.00	3,042.63	44.68
Total Dept 100.000 - GOVERNMENT SERVICES		490,750.00	567,149.00	329,451.06	16,348.02	237,697.94	58.09
Dept 101.000 - ADMINISTRATION							
101-101.000-701.000	SALARIES FULL-TIME	366,481.00	366,481.00	227,275.27	27,672.81	139,205.73	62.02
101-101.000-702.000	SALARIES PART-TIME	46,664.00	46,664.00	12,617.00	4,845.00	34,047.00	27.04
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	201,429.00	201,429.00	119,704.36	11,434.72	81,724.64	59.43
101-101.000-717.000	CODE ENFORCEMENT LEGAL	12,000.00	17,000.00	13,812.50	1,852.50	3,187.50	81.25
101-101.000-718.000	ELECTIONS	20,000.00	28,385.00	28,736.83	0.00	(351.83)	101.24
101-101.000-721.000	DATA PROCESING & ASSESSMENTS	35,350.00	35,350.00	33,419.50	0.00	1,930.50	94.54
101-101.000-722.000	LEGAL SERVICES	60,000.00	60,000.00	35,486.25	6,723.75	24,513.75	59.14
101-101.000-723.000	BOARD OF REVIEW	600.00	600.00	0.00	0.00	600.00	0.00
Total Dept 101.000 - ADMINISTRATION		742,524.00	755,909.00	471,051.71	52,528.78	284,857.29	62.32
Dept 201.000 - BUILDING & GROUNDS							
101-201.000-702.000	SALARIES PART-TIME	56,000.00	56,000.00	21,394.00	2,548.00	34,606.00	38.20
101-201.000-920.000	UTILITIES	45,000.00	45,000.00	18,659.13	3,019.93	26,340.87	41.46
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	28,000.00	40,000.00	30,185.80	3,634.88	9,814.20	75.46
101-201.000-930.001	BUILDING - GRANTS	7,928.00	7,928.00	2,569.00	0.00	5,359.00	32.40
101-201.000-930.002	COVID EXP - BUILDING	0.00	7,500.00	5,883.80	0.00	1,616.20	78.45
101-201.000-936.000	EQUIPMENT MAINTENANCE	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-201.000-938.000	PARKING LOT & GROUNDS	10,000.00	10,000.00	10,107.55	1,148.91	(107.55)	101.08
Total Dept 201.000 - BUILDING & GROUNDS		148,428.00	167,928.00	88,799.28	10,351.72	79,128.72	52.88
Dept 301.000 - PUBLIC SAFETY							
101-301.000-701.000	SALARIES FULL-TIME	845,272.00	845,272.00	504,013.31	58,376.98	341,258.69	59.63
101-301.000-702.000	SALARIES PART-TIME	45,000.00	100,000.00	78,838.90	8,418.95	21,161.10	78.84
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	529,777.00	529,777.00	275,496.93	32,733.96	254,280.07	52.00
101-301.000-704.000	SALARIES-OVERTIME	50,000.00	50,000.00	19,852.14	1,640.70	30,147.86	39.70
101-301.000-708.000	PROPERTY & LIABILITY INSURANC	25,092.00	25,092.00	25,092.00	0.00	0.00	100.00
101-301.000-710.000	UNEMPLOYMENT INSURANCE	100.00	100.00	5.35	0.00	94.65	5.35
101-301.000-712.000	WORKER'S COMP INSURANCE	15,800.00	15,800.00	332.00	332.00	15,468.00	2.10
101-301.000-726.000	OFFICE SUPPLIES	5,000.00	5,000.00	2,370.49	924.24	2,629.51	47.41
101-301.000-726.001	SUPPLIES - COVID 19	0.00	5,000.00	4,305.30	0.00	1,194.70	78.88
101-301.000-727.000	ROAD SUPPLIES	2,000.00	2,000.00	1,125.63	22.40	874.37	56.23

PERIOD ENDING 02/28/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL		02/28/2021	MONTH 02/28/21	BALANCE	
		BUDGET	AMENDED BUDGET	NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	USED
Fund 101 - GENERAL FUND							
Expenditures							
101-301.000-728.000	EVIDENCE SUPPLIES	1,500.00	1,500.00	107.18	0.00	1,392.82	7.15
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	3,000.00	3,000.00	1,915.90	689.98	1,084.10	63.86
101-301.000-731.000	PUBLICATIONS/DOCUMENT REDUCIN	1,000.00	1,000.00	748.32	655.04	251.68	74.83
101-301.000-803.000	MEMBERSHIPS & MEETINGS	3,500.00	3,500.00	2,700.00	0.00	800.00	77.14
101-301.000-821.000	POLICE RESERVES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-301.000-822.000	TRAINING	14,000.00	14,000.00	7,611.40	55.00	6,388.60	54.37
101-301.000-823.000	FIREARMS TRAINING	4,500.00	4,500.00	1,456.06	8.88	3,043.94	32.36
101-301.000-824.000	CRIME PREVENTION	3,000.00	3,000.00	74.01	0.00	2,925.99	2.47
101-301.000-825.000	ANIMAL CONTROL	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-301.000-826.000	YOUTH & DRUG PROGRAMS	1,000.00	1,000.00	2.12	2.12	997.88	0.21
101-301.000-827.000	302 TRAINING FUNDS EXPENDITURES	2,000.00	2,000.00	1,172.00	0.00	828.00	58.60
101-301.000-828.000	FIRE SERVICE/DISPATCH CONTRACT	689,623.00	689,623.00	470,025.42	0.00	219,597.58	68.16
101-301.000-829.000	POLICE UNIFORMS & CLEANING	15,000.00	15,000.00	4,512.70	361.92	10,487.30	30.08
101-301.000-836.000	PRISONER LOCKUP	8,000.00	8,000.00	1,600.00	0.00	6,400.00	20.00
101-301.000-850.000	TELEPHONE EXPENDITURES	8,000.00	8,500.00	5,202.22	835.96	3,297.78	61.20
101-301.000-851.000	RADIO COMMUNICATIONS	16,200.00	16,200.00	8,603.15	2,702.74	7,596.85	53.11
101-301.000-860.000	VEHICLE EXPENSE	37,000.00	37,000.00	23,251.91	1,752.79	13,748.09	62.84
Total Dept 301.000 - PUBLIC SAFETY		2,327,364.00	2,388,364.00	1,440,414.44	109,513.66	947,949.56	60.31
Dept 401.000 - PUBLIC SERVICE							
101-401.000-703.000	EMPLOYEE TAXES & BENEFITS	6,768.00	14,000.00	7,588.40	0.00	6,411.60	54.20
101-401.000-890.000	PARK MAINTENANCE	5,000.00	5,000.00	214.69	0.00	4,785.31	4.29
101-401.000-892.000	SIDEWALK MAINTENANCE	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00
101-401.000-920.000	UTILITIES	21,000.00	21,000.00	11,169.94	1,271.02	9,830.06	53.19
101-401.000-921.000	CONTRACTUAL SERVICES	125,239.00	125,239.00	83,389.57	10,436.61	41,849.43	66.58
101-401.000-936.000	EQUIPMENT MAINTENANCE	3,000.00	7,000.00	5,392.28	0.00	1,607.72	77.03
Total Dept 401.000 - PUBLIC SERVICE		191,007.00	202,239.00	107,754.88	11,707.63	94,484.12	53.28
Dept 501.000 - LEAF COLLECTION							
101-501.000-978.000	REFUSE EQUIP/ROLLOFF EXPEND	4,500.00	4,500.00	5,294.06	3,287.34	(794.06)	117.65
Total Dept 501.000 - LEAF COLLECTION		4,500.00	4,500.00	5,294.06	3,287.34	(794.06)	117.65
Dept 502.000							
101-502.000-801.001	SOCRRA	372,000.00	372,000.00	215,786.00	42,506.00	156,214.00	58.01
Total Dept 502.000		372,000.00	372,000.00	215,786.00	42,506.00	156,214.00	58.01
Dept 601.000 - RECREATION							
101-601.000-701.000	SALARIES FULL-TIME	32,895.00	32,895.00	23,483.26	3,718.76	9,411.74	71.39
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	7,861.00	9,500.00	7,094.05	746.69	2,405.95	74.67
101-601.000-712.000	WORKER'S COMP INSURANCE	800.00	800.00	150.00	150.00	650.00	18.75
101-601.000-726.000	OFFICE SUPPLIES	250.00	650.00	586.08	0.00	63.92	90.17
101-601.000-806.000	ADULT PROGRAMS	1,000.00	2,000.00	1,038.69	0.00	961.31	51.93
101-601.000-807.000	BUS TRANSPORTATION	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-601.000-811.000	SENIOR ACTIVITIES	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
101-601.000-812.000	COMMUNITY EVENTS	20,000.00	20,000.00	5,102.93	416.60	14,897.07	25.51
101-601.000-813.000	CHILDREN/YOUTH ACTIVITIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-601.000-843.000	DOG PARK EXPENSES	0.00	1,000.00	689.17	0.00	310.83	68.92
101-601.000-884.000	CONCERTS IN THE PARK	7,300.00	7,300.00	364.00	0.00	6,936.00	4

REVENUE AND EXPENDITURE REPORT FOR CITY OF LATHRUP VILLAGE

PERIOD ENDING 02/28/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	02/28/2021 NORM (ABNORM)	MONTH 02/28/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 601.000 - RECREATION		80,106.00	84,145.00	38,508.18	5,032.05	45,636.82	45.76
Dept 811.000							
101-811.000-970.000	CAPITAL EXPENDITURE	96,621.00	96,621.00	96,621.00	0.00	0.00	100.00
101-811.000-999.203	TRANSFER OUT TO LOCAL ROADS	149,200.00	149,200.00	149,200.00	0.00	0.00	100.00
Total Dept 811.000		245,821.00	245,821.00	245,821.00	0.00	0.00	100.00
TOTAL EXPENDITURES		4,602,500.00	4,788,055.00	2,942,880.61	251,275.20	1,845,174.39	61.46
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		4,377,404.00	4,624,656.00	3,886,491.27	67,572.13	738,164.73	84.04
TOTAL EXPENDITURES		4,602,500.00	4,788,055.00	2,942,880.61	251,275.20	1,845,174.39	61.46
NET OF REVENUES & EXPENDITURES		(225,096.00)	(163,399.00)	943,610.66	(183,703.07)	(1,107,009.66)	577.49

PERIOD ENDING 02/28/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	02/28/2021 NORM (ABNORM)	MONTH 02/28/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 202 - MAJOR ROAD FUND							
Revenues							
Dept 702.000							
202-702.000-574.000	STATE SHARED REVENUES	388,995.00	388,995.00	151,110.45	0.00	237,884.55	38.85
202-702.000-665.000	INVESTMENT INTEREST	600.00	600.00	0.00	0.00	600.00	0.00
Total Dept 702.000		389,595.00	389,595.00	151,110.45	0.00	238,484.55	38.79
TOTAL REVENUES		389,595.00	389,595.00	151,110.45	0.00	238,484.55	38.79
Expenditures							
Dept 702.000							
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	6,907.00	6,907.00	1,096.73	111.16	5,810.27	15.88
202-702.000-705.000	SALARIES-ADMIN	5,569.00	5,569.00	3,712.80	464.10	1,856.20	66.67
202-702.000-810.000	AUDITING & ACCOUNTING	5,521.00	4,311.00	4,311.00	0.00	0.00	100.00
202-702.000-856.000	ADMINISTRATION & ENGINEERING	5,000.00	5,000.00	1,639.00	0.00	3,361.00	32.78
202-702.000-861.000	ROAD MAINTENANCE	5,000.00	5,000.00	887.80	293.82	4,112.20	17.76
202-702.000-862.000	ROADSIDE MAINTENANCE	5,000.00	5,000.00	3,350.00	0.00	1,650.00	67.00
202-702.000-864.000	TRAFFIC CONTROLS	25,000.00	25,000.00	7,784.82	1,848.35	17,215.18	31.14
202-702.000-866.000	SNOW & ICE REMOVAL	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00
202-702.000-867.000	EQUIPMENT RENTAL	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
202-702.000-870.000	FORESTRY	36,000.00	36,000.00	15,315.60	960.00	20,684.40	42.54
202-702.000-921.000	CONTRACTUAL SERVICES	64,659.00	64,659.00	43,052.65	5,388.25	21,606.35	66.58
Total Dept 702.000		169,156.00	167,946.00	81,150.40	9,065.68	86,795.60	48.32
TOTAL EXPENDITURES		169,156.00	167,946.00	81,150.40	9,065.68	86,795.60	48.32
Fund 202 - MAJOR ROAD FUND:							
TOTAL REVENUES		389,595.00	389,595.00	151,110.45	0.00	238,484.55	38.79
TOTAL EXPENDITURES		169,156.00	167,946.00	81,150.40	9,065.68	86,795.60	48.32
NET OF REVENUES & EXPENDITURES		220,439.00	221,649.00	69,960.05	(9,065.68)	151,688.95	31.56

PERIOD ENDING 02/28/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	02/28/2021 NORM (ABNORM)	MONTH 02/28/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 203 - LOCAL ROAD FUND							
Revenues							
Dept 703.000							
203-703.000-415.000	MISCELLANEOUS REVENUE	13,603.00	13,603.00	19,414.00	0.00	(5,811.00)	142.72
203-703.000-574.000	STATE SHARED REVENUES	129,665.00	129,665.00	70,652.60	0.00	59,012.40	54.49
203-703.000-665.000	INVESTMENT INTEREST	600.00	600.00	0.00	0.00	600.00	0.00
203-703.000-690.101	TRANSFER IN FROM GENERAL FUND	149,200.00	149,200.00	149,200.00	0.00	0.00	100.00
Total Dept 703.000		293,068.00	293,068.00	239,266.60	0.00	53,801.40	81.64
TOTAL REVENUES		293,068.00	293,068.00	239,266.60	0.00	53,801.40	81.64
Expenditures							
Dept 703.000							
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	6,907.00	6,907.00	1,096.73	111.16	5,810.27	15.88
203-703.000-705.000	SALARIES-ADMIN	5,569.00	5,569.00	3,712.80	464.10	1,856.20	66.67
203-703.000-810.000	AUDITING & ACCOUNTING	3,381.00	3,381.00	3,381.00	0.00	0.00	100.00
203-703.000-852.000	PUBLIC SERVICE BUILDING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
203-703.000-861.000	ROAD MAINTENANCE	250,000.00	250,000.00	89,522.30	293.83	160,477.70	35.81
203-703.000-864.000	TRAFFIC CONTROLS	4,000.00	4,000.00	1,685.48	0.00	2,314.52	42.14
203-703.000-866.000	SNOW & ICE REMOVAL	5,000.00	5,000.00	5,513.43	2,748.31	(513.43)	110.27
203-703.000-867.000	EQUIPMENT RENTAL	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
203-703.000-868.000	NON-MOTOR FACILITIES	15,300.00	15,300.00	0.00	0.00	15,300.00	0.00
203-703.000-870.000	FORESTRY	36,000.00	36,000.00	15,315.61	960.00	20,684.39	42.54
203-703.000-921.000	CONTRACTUAL SERVICES	64,659.00	64,659.00	43,052.65	5,388.25	21,606.35	66.58
Total Dept 703.000		393,816.00	393,816.00	163,280.00	9,965.65	230,536.00	41.46
TOTAL EXPENDITURES		393,816.00	393,816.00	163,280.00	9,965.65	230,536.00	41.46
Fund 203 - LOCAL ROAD FUND:							
TOTAL REVENUES		293,068.00	293,068.00	239,266.60	0.00	53,801.40	81.64
TOTAL EXPENDITURES		393,816.00	393,816.00	163,280.00	9,965.65	230,536.00	41.46
NET OF REVENUES & EXPENDITURES		(100,748.00)	(100,748.00)	75,986.60	(9,965.65)	(176,734.60)	75.42

PERIOD ENDING 02/28/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	02/28/2021 NORM (ABNORM)	MONTH 02/28/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 258 - CAPITAL ACQUISITION FUND							
Revenues							
Dept 000.000							
258-000.000-446.000	INVESTMENT INTEREST	400.00	400.00	240.18	24.44	159.82	60.05
258-000.000-690.101	TRANSFER IN FROM GENERAL FUND	96,621.00	96,621.00	96,621.00	0.00	0.00	100.00
Total Dept 000.000		97,021.00	97,021.00	96,861.18	24.44	159.82	99.84
TOTAL REVENUES		97,021.00	97,021.00	96,861.18	24.44	159.82	99.84
Expenditures							
Dept 000.000							
258-000.000-970.000	CAPITAL EXPENDITURE	96,621.00	96,621.00	86,490.00	0.00	10,131.00	89.51
Total Dept 000.000		96,621.00	96,621.00	86,490.00	0.00	10,131.00	89.51
TOTAL EXPENDITURES		96,621.00	96,621.00	86,490.00	0.00	10,131.00	89.51
Fund 258 - CAPITAL ACQUISITION FUND:							
TOTAL REVENUES		97,021.00	97,021.00	96,861.18	24.44	159.82	99.84
TOTAL EXPENDITURES		96,621.00	96,621.00	86,490.00	0.00	10,131.00	89.51
NET OF REVENUES & EXPENDITURES		400.00	400.00	10,371.18	24.44	(9,971.18)	2,592.80

PERIOD ENDING 02/28/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	02/28/2021 NORM (ABNORM)	MONTH 02/28/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Dept 000.000							
494-000.000-407.000	TIFA-CAPTURE TAXES	255,000.00	255,000.00	17,986.79	0.00	237,013.21	7.05
494-000.000-410.000	TAX COLLECTED OTHER	24,643.00	24,643.00	38,312.87	0.00	(13,669.87)	155.47
494-000.000-410.002	SPEC ASSESSEMENT - REVENUE	1,800.00	1,800.00	0.00	0.00	1,800.00	0.00
494-000.000-415.000	MISCELLANEOUS REVENUE	6,000.00	6,000.00	17,850.28	0.00	(11,850.28)	297.50
494-000.000-446.000	INVESTMENT INTEREST	10,000.00	10,000.00	1,869.40	190.22	8,130.60	18.69
494-000.000-543.000	FEDERAL/STATE GRANTS	0.00	0.00	4,000.00	0.00	(4,000.00)	100.00
Total Dept 000.000		297,443.00	297,443.00	80,019.34	190.22	217,423.66	26.90
TOTAL REVENUES		297,443.00	297,443.00	80,019.34	190.22	217,423.66	26.90
Expenditures							
Dept 000.000							
494-000.000-701.000	SALARIES FULL-TIME	71,820.00	71,820.00	63,426.46	12,218.16	8,393.54	88.31
494-000.000-702.000	SALARIES PART-TIME	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	22,000.00	22,000.00	24,896.47	3,858.64	(2,896.47)	113.17
494-000.000-722.000	LEGAL SERVICES	900.00	900.00	0.00	0.00	900.00	0.00
494-000.000-726.000	OFFICE SUPPLIES	200.00	200.00	85.29	37.62	114.71	42.65
494-000.000-802.000	TAX TRIBUNAL RETURNS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
494-000.000-810.000	AUDITING & ACCOUNTING	800.00	800.00	800.00	0.00	0.00	100.00
494-000.000-822.000	TRAINING/MEMBERSHIP	4,500.00	4,500.00	75.00	0.00	4,425.00	1.67
494-000.000-844.000	MAIN STREET PROGRAM	20,000.00	20,000.00	35,881.38	80.00	(15,881.38)	179.41
494-000.000-845.000	STREETSCAPING	10,000.00	10,000.00	19,316.69	0.00	(9,316.69)	193.17
494-000.000-882.000	PLANNING/CONSULTING FEES	46,250.00	46,250.00	17,838.01	2,045.00	28,411.99	38.57
494-000.000-900.000	PRINTING/PUBLICATION COSTS	2,000.00	2,000.00	945.15	0.00	1,054.85	47.26
494-000.000-901.000	POSTAGE FEES	200.00	200.00	0.00	0.00	200.00	0.00
494-000.000-933.000	REPAIRS & MAINTENANCE	9,500.00	9,500.00	9,705.69	0.00	(205.69)	102.17
494-000.000-955.000	MISCELLANEOUS EXPENDITURES	1,300.00	1,300.00	1,270.52	31.78	29.48	97.73
494-000.000-971.000	SIGN GRANT PROGRAM	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
494-000.000-971.001	FACADE GRANT PROGRAM	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 000.000		226,970.00	226,970.00	174,240.66	18,271.20	52,729.34	76.77
TOTAL EXPENDITURES		226,970.00	226,970.00	174,240.66	18,271.20	52,729.34	76.77
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES		297,443.00	297,443.00	80,019.34	190.22	217,423.66	26.90
TOTAL EXPENDITURES		226,970.00	226,970.00	174,240.66	18,271.20	52,729.34	76.77
NET OF REVENUES & EXPENDITURES		70,473.00	70,473.00	(94,221.32)	(18,080.98)	164,694.32	133.70

PERIOD ENDING 02/28/2021

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 02/28/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 02/28/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 592 - WATER & SEWER FUND							
Revenues							
Dept 536.000 - WATER DEPARTMENT							
592-536.000-415.000	MISCELLANEOUS REVENUES	40,000.00	40,000.00	14,201.00	1,775.00	25,799.00	35.50
592-536.000-640.000	WATER SERVICE	771,544.00	771,544.00	461,586.47	50,345.88	309,957.53	59.83
592-536.000-641.000	WATER & SEWER PENALTIES	25,000.00	25,000.00	1,186.09	(1.18)	23,813.91	4.74
592-536.000-642.000	METER CHARGE REVENUE	81,139.00	81,139.00	45,765.83	5,725.26	35,373.17	56.40
592-536.000-643.000	REPLACEMENT RESERVE REVENUE	208,495.00	208,495.00	0.00	0.00	208,495.00	0.00
592-536.000-665.000	INVESTMENT INTEREST	4,500.00	4,500.00	1,240.92	111.10	3,259.08	27.58
Total Dept 536.000 - WATER DEPARTMENT		1,130,678.00	1,130,678.00	523,980.31	57,956.06	606,697.69	46.34
Dept 537.000 - SEWER DEPARTMENT							
592-537.000-415.000	MISCELLANEOUS REVENUES	0.00	0.00	3,712.20	3,712.20	(3,712.20)	100.00
592-537.000-641.000	WATER & SEWER PENALTIES	43,000.00	43,000.00	45,866.51	(40.07)	(2,866.51)	106.67
592-537.000-645.000	SEWAGE DISPOSAL REVENUE	1,861,601.00	1,861,601.00	888,861.61	95,669.16	972,739.39	47.75
592-537.000-651.000	INDUSTRIAL SURCHARGE	43,000.00	43,000.00	19,688.25	2,464.88	23,311.75	45.79
592-537.000-665.000	INVESTMENT INTEREST	4,500.00	4,500.00	1,240.84	111.10	3,259.16	27.57
Total Dept 537.000 - SEWER DEPARTMENT		1,952,101.00	1,952,101.00	959,369.41	101,917.27	992,731.59	49.15
TOTAL REVENUES		3,082,779.00	3,082,779.00	1,483,349.72	159,873.33	1,599,429.28	48.12
Expenditures							
Dept 536.000 - WATER DEPARTMENT							
592-536.000-701.000	SALARIES FULL-TIME	19,398.00	19,398.00	13,224.64	2,054.60	6,173.36	68.18
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	147,426.00	147,426.00	71,207.69	7,327.53	76,218.31	48.30
592-536.000-706.000	OPEB EXPENSE	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00
592-536.000-708.000	PROPERTY & LIABILITY INSURANC	7,803.00	7,803.00	7,803.00	0.00	0.00	100.00
592-536.000-810.000	AUDITING & ACCOUNTING	5,129.00	5,129.00	5,129.00	0.00	0.00	100.00
592-536.000-875.000	PENSION EXPENSE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
592-536.000-902.000	BILLING SERVICES	10,000.00	10,000.00	7,199.02	0.00	2,800.98	71.99
592-536.000-921.000	CONTRACTUAL SERVICES	72,656.00	72,656.00	48,377.65	6,054.70	24,278.35	66.58
592-536.000-935.000	EQUIPMENT REPLACEMENT	7,000.00	7,000.00	131.03	0.00	6,868.97	1.87
592-536.000-937.000	WATER SYSTEM MAINTENANCE	90,000.00	90,000.00	14,139.71	(555.99)	75,860.29	15.71
592-536.000-940.000	RENT & UTILITIES WATER & SEWE	4,917.00	4,917.00	4,917.00	0.00	0.00	100.00
592-536.000-944.000	WATER PURCHASES	407,800.00	407,800.00	231,960.81	30,741.90	175,839.19	56.88
592-536.000-955.000	MISCELLANEOUS EXPENDITURES	3,100.00	3,100.00	1,615.91	315.86	1,484.09	52.13
592-536.000-974.000	WATER MAIN PROJECT	400,000.00	400,000.00	370,787.86	0.00	29,212.14	92.70
Total Dept 536.000 - WATER DEPARTMENT		1,185,229.00	1,185,229.00	776,493.32	45,938.60	408,735.68	65.51
Dept 537.000 - SEWER DEPARTMENT							
592-537.000-701.000	SALARIES FULL-TIME	19,398.00	19,398.00	13,224.64	2,054.60	6,173.36	68.18
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	25,377.00	54,000.00	29,777.16	379.60	24,222.84	55.14
592-537.000-708.000	PROPERTY & LIABILITY INSURANC	7,803.00	7,803.00	7,803.00	0.00	0.00	100.00
592-537.000-720.000	INTEREST EXPENSE	40,179.00	40,179.00	30,566.06	14,608.03	9,612.94	76.07
592-537.000-725.000	PAYING AGENT FEES	750.00	750.00	750.00	0.00	0.00	100.00
592-537.000-810.000	AUDITING & ACCOUNTING	5,129.00	5,129.00	5,129.00	0.00	0.00	100.00
592-537.000-850.000	TELEPHONE EXPENDITURES	0.00	1,000.00	0.00	0.00	1,000.00	0.00
592-537.000-921.000	CONTRACTUAL SERVICES	72,656.00	72,656.00	48,377.64	6,054.70	24,278.36	66.58
592-537.000-939.000	SEWER SYTEM MAINTENANCE	410,000.00	410,000.00	136,586.93	11,669.66	273,413.07	33.31
592-537.000-940.000	RENT & UTILITIES WATER & SEWE	500.00	500.00	0.00	0.00	500.00	0.00
592-537.000-942.000	SEWAGE DISPOSAL EXPENSE	1,029,210.00	1,029,210.00	600,372.57	85,767.51	428,837.43	58.71
592-537.000-945.000	RETENTION TANK-UTIL ELEC	18,707.00	18,707.00	8,561.72	2,164.78	10,145.28	45.75

PERIOD ENDING 02/28/2021

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET	02/28/2021 NORM (ABNORM)	MONTH 02/28/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 592 - WATER & SEWER FUND							
Expenditures							
592-537.000-946.000	RETENTION TANK UTIL-WATER	5,000.00	5,000.00	212.52	0.00	4,787.48	4.25
592-537.000-947.000	RETENTION TANK UTIL-GAS	300.00	300.00	487.05	170.09	(187.05)	162.35
592-537.000-948.000	RETENTION TANK UTIL-TELEPHONE	2,000.00	2,000.00	1,867.54	77.38	132.46	93.38
592-537.000-949.000	RETENTION TAN GENERATOR FUEL	500.00	500.00	0.00	0.00	500.00	0.00
592-537.000-950.000	RETENTION TANK SUPPLIES/TOOLS	1,400.00	1,400.00	0.00	0.00	1,400.00	0.00
592-537.000-951.000	RETENTION TANK BUILDING/EQUIP	15,000.00	15,000.00	5,502.88	3,737.55	9,497.12	36.69
592-537.000-953.000	RETENTION TANK EXCESS LIABIL	8,900.00	8,900.00	8,900.00	0.00	0.00	100.00
592-537.000-955.000	MISCELLANEOUS EXPENDITURES	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
592-537.000-957.000	INDUSTRIAL SURCHARGE/NON-RESI	34,600.00	34,600.00	9,385.97	1,365.23	25,214.03	27.13
592-537.000-970.000	CAPITAL EXPENDITURE	160,000.00	160,000.00	0.00	0.00	160,000.00	0.00
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	20,000.00	20,000.00	22,558.10	3,710.28	(2,558.10)	112.79
Total Dept 537.000 - SEWER DEPARTMENT		1,878,609.00	1,908,232.00	930,062.78	131,759.41	978,169.22	48.74
TOTAL EXPENDITURES		3,063,838.00	3,093,461.00	1,706,556.10	177,698.01	1,386,904.90	55.17
Fund 592 - WATER & SEWER FUND:							
TOTAL REVENUES		3,082,779.00	3,082,779.00	1,483,349.72	159,873.33	1,599,429.28	48.12
TOTAL EXPENDITURES		3,063,838.00	3,093,461.00	1,706,556.10	177,698.01	1,386,904.90	55.17
NET OF REVENUES & EXPENDITURES		18,941.00	(10,682.00)	(223,206.38)	(17,824.68)	212,524.38	2,089.56
TOTAL REVENUES - ALL FUNDS		8,537,310.00	8,784,562.00	5,937,098.56	227,660.12	2,847,463.44	67.59
TOTAL EXPENDITURES - ALL FUNDS		8,552,901.00	8,766,869.00	5,154,597.77	466,275.74	3,612,271.23	58.80
NET OF REVENUES & EXPENDITURES		(15,591.00)	17,693.00	782,500.79	(238,615.62)	(764,807.79)	4,422.66



LAW OFFICE

BAKER & ELOWSKY, PLLC

41850 WEST ELEVEN MILE ROAD, SUITE 207

NOVI, MICHIGAN 48375

Phone: (248) 230-4103 Fax: (248) 929-0835

www.bakerelowsky.com

SCOTT R. BAKER
JENNIFER H. ELOWSKY

sbaker@bakerelowsky.com

Of Counsel

LEANN K. KIMBERLIN

MATTHEW C. QUINN

February 10, 2021

Via Email

Sheryl Mitchell, DBA, MSA
City Administrator
City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Pam Bratschi, MiCPT, CPFA
City Treasurer
City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Re: Legal Department Billing for January 1 through January 31, 2021

Dear Dr. Mitchell and Ms. Bratschi:

The following is our law firm's billing to the City of Lathrup Village for the month of January, 2021:

1. General Retainer	\$2,500.00
2. Special Legal Services	\$2,080.00
3. Downtown Development Authority	\$
4. Project Reimbursement	\$
5. Prosecution/Code Enforcement	<u>\$1,852.50</u>
	\$6,432.50

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

Very truly yours,

BAKER & ELOWSKY, PLLC

Scott R. Baker

Enclosures



LAW OFFICE

BAKER & ELOWSKY, PLLC

41850 WEST ELEVEN MILE ROAD, SUITE 207
 NOVI, MICHIGAN 48375
 Phone: (248) 230-4103 Fax: (248) 929-0835
www.bakerelowsky.com

February 10, 2021

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

Invoice Number: 1065

Invoice Period: 01-01-2021 - 01-31-2021

RE: General Retainer**Time Details**

Date	Professional	Description	Hours	Amount
01-04-2021	SRB	Prepare for and attend special meeting of City Council	0.75	No Charge
01-04-2021	SRB	Review multiple correspondence from S. Stec re cannabis ordinance feedback.	0.50	No Charge
01-04-2021	SRB	Review correspondence from S. Stec re caregiver inquiry	0.50	No Charge
01-04-2021	SRB	Review correspondence from Clerk re ZBA application	0.25	No Charge
01-04-2021	SRB	Review correspondence from Admin re ZBA application	0.25	No Charge
01-04-2021	SRB	Review correspondence from Mayor Pro Tem re bond meeting	0.25	No Charge
01-04-2021	SRB	Review correspondence from Admin re See-Click-Fix report	0.25	No Charge
01-04-2021	SRB	Review correspondence from S. Stec re JMC license meeting	0.25	No Charge
01-04-2021	SRB	Review correspondence from Admin re POAM contract negotiations	0.25	No Charge
01-05-2021	SRB	Review correspondence from Admin re human trafficking	0.25	No Charge
01-05-2021	SRB	Review multiple correspondence from Mayor and Admin re resident correspondence	0.50	No Charge
01-06-2021	SRB	Review correspondence from Admin re bond meeting recap	0.25	No Charge

We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.

Page 1 of 7

Date	Professional	Description	Hours	Amount	Item 7A.
01-06-2021	SRB	Review and respond to multiple correspondence from S. Stec re JMC meeting	0.25	No Charge	
01-06-2021	SRB	Review and respond to correspondence from Admin re JMC meeting	0.25	No Charge	
01-07-2021	SRB	Review correspondence from S. Stec re cannabis ordinance feedback	0.25	No Charge	
01-07-2021	SRB	Review correspondence from S. Stec re Business license meeting	0.25	No Charge	
01-08-2021	SRB	Review correspondence from Admin re road commission press release	0.25	No Charge	
01-08-2021	SRB	Review correspondence from Admin re E-newsletter	0.25	No Charge	
01-08-2021	SRB	Review correspondence from S. Stec re joint meeting of Council and Planning Commission	0.25	No Charge	
01-08-2021	SRB	Review correspondence from S. Stec re JMC litigaiton	0.25	No Charge	
01-08-2021	SRB	Review correspondence from Clerk re JMC litigaiton	0.25	No Charge	
01-08-2021	SRB	Review correspondence from Clerk re Cannabis ordinance public comments	0.25	No Charge	
01-08-2021	SRB	Review correspondence from Admin re MLK programming	0.25	No Charge	
01-08-2021	SRB	Review correspondence from Admin re officer appreciation	0.25	No Charge	
01-08-2021	SRB	Review correspondence from Admin re special meeting re caregiver ordinance	0.25	No Charge	
01-08-2021	SRB	Review correspondence from Mayor re special meeting re caregiver ordinance	0.25	No Charge	
01-09-2021	SRB	Review correspondence from Admin re JMC litigation	0.25	No Charge	
01-11-2021	SRB	Review multiple correspondence from Admin re JMC litigaiton	0.50	No Charge	
01-11-2021	SRB	Review multiple correspondence from Clerk and S. Stec re ZBA Application	0.50	No Charge	
01-11-2021	SRB	Review correspondence from Admin re 14th district year in review	0.25	No Charge	
01-11-2021	SRB	Review correspondence from Admin re Annie Lathrup park deed	0.25	No Charge	
01-12-2021	SRB	Review and respond to multiple correspondence from Admin, S. Stec, Police Chief and Building Official re Cannabis caregiver complaints	1.50	No Charge	
01-12-2021	SRB	Review and respond to correspondence from Clerk and Admin re ZBA request	0.50	No Charge	

We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.

Page 2 of 7

Date	Professional	Description	Hours	Amount	Item 7A.
01-12-2021	SRB	Review correspondence from S. Stec re DDA cost sharing agreement.	0.25	No Charge	
01-13-2021	SRB	Review correspondence from Admin re cannabis caregivers	0.25	No Charge	
01-13-2021	SRB	Review correspondence from Admin re JMC litigation	0.25	No Charge	
01-13-2021	SRB	Review correspondence from Admin re cannabis ordinance	0.25	No Charge	
01-13-2021	SRB	Review correspondence from S. Stec re JMC litigation	0.25	No Charge	
01-13-2021	SRB	Review correspondence from S. Stec re ZBA request	0.25	No Charge	
01-14-2021	SRB	Review and respond to correspondence with S. Stec re ZBA variance request	0.25	No Charge	
01-14-2021	SRB	Review and respond to correspondence with S. Stec re special meeting of City Council and Planning Commission	0.25	No Charge	
01-14-2021	SRB	Review and respond to correspondence with DDA member re JMC litigation	0.25	No Charge	
01-14-2021	SRB	Review and respond to multiple correspondence and telephone conference with Chief McKee re Cannabis business	0.75	No Charge	
01-14-2021	SRB	Review correspondence from City Clerk; telephone conference with same re FOIA request	0.25	No Charge	
01-14-2021	SRB	Review and respond to correspondence from Admin re ZBA agenda for 1/25/21 meeting	0.25	No Charge	
01-15-2021	SRB	Review and respond to multiple correspondence from Admin and S. Stec re ZBA Agenda	0.75	No Charge	
01-15-2021	SRB	Review and respond to multiple correspondence from Clerk, Admin and S. Stec re Special Meeting of City Council and Planning Commission.	1.00	No Charge	
01-15-2021	SRB	Review and respond to multiple correspondence from Admin and S. Stec re cannabis caregiver ordinance	0.75	No Charge	
01-15-2021	SRB	Review and respond to correspondence from City Clerk re cannabis caregiver ordinance	0.25	No Charge	
01-15-2021	SRB	Review correspondence from S. Stec re planning commission agenda	0.25	No Charge	
01-15-2021	SRB	Review correspondence from Admin re E-newsletter	0.25	No Charge	
01-15-2021	SRB	Review correspondence from Admin re fire department monthly report	0.25	No Charge	
01-18-2021	SRB	Review and respond to Admin re cannabis ordinance notice of public hearing	0.25	No Charge	

We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.

Page 3 of 7

Date	Professional	Description	Hours	Amount	Item 7A.
01-18-2021	SRB	Review and respond to correspondence from S. Stec re caregiver inquiry	0.25	No Charge	
01-18-2021	SRB	Review correspondence from Admin re scheduling meeting with city liability carrier and assigned counsel re JMC litigation.	0.25	No Charge	
01-19-2021	SRB	Review and respond to multiple correspondence from Admin, Liability carrier and assigned counsel re meeting to discuss JMC litigation	0.50	No Charge	
01-19-2021	SRB	Review and respond to correspondence from City Clerk re FOIA request	0.25	No Charge	
01-19-2021	SRB	Review correspondence from City Clerk re public comment submitted re cannabis ordinance	0.25	No Charge	
01-19-2021	SRB	Review and respond to multiple correspondence from City Clerk and S. Stec re approval of Planning Commission CIP meeting minutes	0.50	No Charge	
01-19-2021	SRB	Review multiple correspondence from S. Stec re caregiver inquiry	0.25	No Charge	
01-20-2021	SRB	Review correspondence from S. Stec re meeting with city liability carrier and assigned counsel	0.25	No Charge	
01-20-2021	SRB	Review and respond to multiple correspondence from Admin and S. Stec re Caregiver Notice of Public Hearing	0.50	No Charge	
01-20-2021	SRB	Review correspondence from K. London re Cell Tower permit applications	0.25	No Charge	
01-20-2021	SRB	Review correspondence from Clerk re revised December Planning Commission meeting minutes	0.25	No Charge	
01-20-2021	SRB	Review correspondence from Admin re JMC litigation.	0.25	No Charge	
01-20-2021	SRB	Review correspondence from Admin re City Council draft agenda	0.25	No Charge	
01-21-2021	SRB	Review and respond to correspondence from City clerk re bankruptcy filing	0.25	No Charge	
01-21-2021	SRB	Review and respond to multiple correspondence from Admin and Chief McKee re police run inquiry	0.50	No Charge	
01-21-2021	SRB	Review and respond to correspondence from Admin and Chief McKee re pre-arrest diversion webinar	0.25	No Charge	
01-22-2021	SRB	Review correspondence from police clerk re record request.	0.25	No Charge	
01-22-2021	SRB	Review and respond to multiple correspondence with Admin, telephone conference with same; review new standards and documentation for poverty exemptions.	1.50	No Charge	
01-22-2021	SRB	Review and respond to correspondence from City Clerk re ZBA	0.25	No Charge	

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Page 4 of 7

Date	Professional	Description	Hours	Amount	Item 7A.
		variance request			
01-22-2021	SRB	Review correspondence from Admin re RFQ for realtor	0.25	No Charge	
01-22-2021	SRB	Review correspondence from Admin re MDHHS COVID updates	0.25	No Charge	
01-22-2021	SRB	Review and respond to correspondence from Admin re blight court inquiry	0.25	No Charge	
01-22-2021	SRB	Review correspondence from Admin re E-Newsletter	0.25	No Charge	
01-23-2021	SRB	Review correspondence from Admin re 2021 holiday calendar.	0.25	No Charge	
01-23-2021	SRB	Review correspondence from Admin re City Council meeting Agenda packet	0.25	No Charge	
01-23-2021	SRB	Review correspondence from Admin re Census Bureau employment opportunity	0.25	No Charge	
01-23-2021	SRB	Review correspondence from Admin and Mayor re Planning Commission appointments	0.25	No Charge	
01-24-2021	SRB	Review correspondence from Admin re City Council Study Session Agenda packet	0.25	No Charge	
01-25-2021	SRB	Review correspondence from Admin re agenda items update	0.25	No Charge	
01-25-2021	SRB	Review correspondence from Admin re See-Click-Fix report	0.25	No Charge	
01-25-2021	SRB	Review correspondence from Admin re public comment received for ZBA meeting	0.25	No Charge	
01-25-2021	SRB	Review correspondence from Admin re E-Newsletter	0.25	No Charge	
01-25-2021	SRB	Review correspondence from Admin re radar sign reports	0.25	No Charge	
01-25-2021	SRB	Review correspondence from Admin re MRA advisory bulletin	0.25	No Charge	
01-25-2021	SRB	Review correspondence from Sgt. Zang re grow house complaint	0.25	No Charge	
01-25-2021	SRB	Review correspondence from Admin re 2020 Year in review video	0.25	No Charge	
01-25-2021	SRB	Review correspondence from Admin re Realtor RFP	0.25	No Charge	
01-25-2021	SRB	Review correspondence from Admin re caregiver overlay ordinance	0.25	No Charge	
01-25-2021	SRB	Review correspondence from Admin re administrator report	0.25	No Charge	
01-25-2021	SRB	Review correspondence from S. Stec re cannabis ordinance revisions	0.25	No Charge	
01-25-2021	SRB	Participate in City Council Study Session	1.00	No Charge	
We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.			Page 5 of 7		

Date	Professional	Description	Hours	Amount	Item 7A.
01-25-2021	SRB	Prepare for and participate in City Council Regular Meeting	2.00	No Charge	
01-26-2021	SRB	Review correspondence from Admin re town hall for water and sewer capital improvement projects	0.25	No Charge	
01-26-2021	SRB	Review correspondence from Admin re meeting summary publications	0.25	No Charge	
01-26-2021	SRB	Review correspondence from Admin re MLK celebration program book	0.25	No Charge	
01-26-2021	SRB	Review correspondence from S. Stec re cannabis ordinance revisions	0.25	No Charge	
01-26-2021	SRB	Review correspondence from S. Stec & Mayor re legal update closed session special meeting	0.25	No Charge	
01-26-2021	SRB	Review correspondence from S. Stec re business and commercial licensing fees	0.25	No Charge	
01-27-2021	SRB	Review correspondence from Admin re water main break	0.25	No Charge	
01-27-2021	SRB	Review correspondence from Admin re house in the woods listing information	0.25	No Charge	
01-27-2021	SRB	Review correspondence from Admin re DDA annual report	0.25	No Charge	
01-27-2021	SRB	Review correspondence from Admin re Southfield corridor litter issue	0.25	No Charge	
01-28-2021	SRB	Review correspondence from City Clerk re affidavit of publication.	0.25	No Charge	
01-28-2021	SRB	Review correspondence from S. Stec re Joint meeting agenda change	0.25	No Charge	
01-29-2021	SRB	Review correspondence from Admin re joint meeting agenda	0.25	No Charge	
01-29-2021	SRB	Review correspondence from Admin re sign violations	0.25	No Charge	
01-29-2021	SRB	Review correspondence from Admin re E-Newsletter	0.25	No Charge	
01-29-2021	SRB	Review correspondence from Admin re City Council study session agenda items	0.25	No Charge	
01-29-2021	SRB	Review correspondence from R. Sweidan re signage violation update	0.25	No Charge	
01-29-2021	SRB	Review correspondence from City Clerk re Southfield Master Plan update	0.25	No Charge	
01-30-2021	SRB	Review correspondence from Admin re House in Woods relator agreement	0.25	No Charge	

We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.

Page 6 of 7

Date	Professional	Description	Hours	Amount	Item 7A.
01-30-2021	SRB	Review correspondence from Admin re agenda packet for City Council Study Session	0.25	No Charge	
01-31-2021	SRB	Services Rendered		2,500.00	
			Total	2,500.00	
Time Summary					
Professional			Hours	Amount	
Scott Baker			39.00	2,500.00	
			Total	2,500.00	
Total for this Invoice				2,500.00	

We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.

Page 7 of 7



LAW OFFICE

BAKER & ELOWSKY, PLLC

41850 WEST ELEVEN MILE ROAD, SUITE 207

NOVI, MICHIGAN 48375

Phone: (248) 230-4103 Fax: (248) 929-0835

www.bakerelowsky.com

February 10, 2021

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

Invoice Number: 1066

Invoice Period: 01-01-2021 - 01-31-2021

RE: Prosecution/Code Enforcement**Time Details**

Date	Professional	Description	Hours	Amount
01-07-2021	SRB	Receipt and review attorney appearance and application to set aside conviction re: 13LV00579A.	0.25	32.50
01-11-2021	SRB	Review correspondence from building official re 27840 Sunset Blvd infraction	0.25	32.50
01-11-2021	SRB	Conduct telephone pre-trial conference with Defendant, prepare plea offer and draft correspondence to defendant and Court with same re: 20L0001208	0.50	65.00
01-11-2021	SRB	Conduct telephone pre-trial conference with defense attorney, prepare plea offer and draft correspondence to defense attorney and Court with same re: 20LV02177A	0.50	65.00
01-11-2021	SRB	Conduct telephone pre-trial conference with Defendant, prepare plea offer and draft correspondence to defendant and Court with same re: 20LV02162 A & B	0.50	65.00
01-11-2021	SRB	Review of 46th District Court docket for 01/13/2021 and preparation of file materials re: 20LV01450B, 17LV01153A, 16LV01396A, 18LV01086A, 20LV01765A, 20LV02177A, 17LV00541A, 20LV02173A.	0.50	65.00
01-12-2021	SRB	Conduct telephone pre-trial conference with Defense Attorney, prepare plea offer and draft correspondence to Defense Attorney and Court with same re: 20LV02173A	0.50	65.00
01-12-2021	SRB	Conduct telephone pre-trial conference with Defendant, prepare plea offer and draft correspondence to defendant and Court with	0.50	65.00

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Page 1 of 3

Date	Professional	Description	Hours	Amount	Item 7A.
		same re: 20LV01450B			
01-12-2021	SRB	Conduct telephone pre-trial conference with Defendant, prepare plea offer and draft correspondence to defendant and Court with same re: 17LV00541A	0.50	65.00	
01-12-2021	SRB	Phone call with Defendant concerning zoom pre-trial hearing re: 17LV01153A.	0.25	32.50	
01-12-2021	SRB	Phone call and email correspondence with Defendant concerning zoom pre-trial hearing re: 20LV01869A.	0.25	32.50	
01-12-2021	SRB	Conduct telephone pre-trial conference with Defendant, prepare plea offer and draft correspondence to defendant and Court with same re: 20LV01765 A/ B	0.50	65.00	
01-13-2021	SRB	Review and respond to correspondence from 46th District Court re 20L0001641	0.25	32.50	
01-13-2021	SRB	Conduct telephone pre-trial conference with Defendant, prepare plea offer and draft correspondence to defendant and Court with same re: 17LV01153A	0.50	65.00	
01-13-2021	SRB	Conduct telephone pre-trial conference with Defendant, prepare plea offer and draft correspondence to defendant and Court with same re: 20LV01869A	0.50	65.00	
01-13-2021	SRB	Appear for zoom docket in 46th District Court	2.50	325.00	
01-15-2021	SRB	Review of 46th District Court docket for 01/20/2021 and request records for same from Police Clerk re: 20LV02215A,B, 10L178904A, 20LV01790A,B.	0.50	65.00	
01-19-2021	SRB	Conduct telephone pre-trial conference with Defense Attorney, prepare plea offer and draft correspondence to Defense Attorney and Court with same re: 20LV02215A/B	0.50	65.00	
01-20-2021	SRB	Review file, draft Order to Correct Violations concerning marijuana facility re: 20L0001677.	0.50	65.00	
01-20-2021	SRB	Conduct telephone pre-trial conference with Defendant, prepare plea offer and draft correspondence to defendant and Court with same re: 18LV00062A	0.50	65.00	
01-20-2021	SRB	Appear for zoom docket in 46th District Court	3.00	390.00	
01-26-2021	SRB	Phone call with Defendant concerning court date re: 20LV01450B.	0.25	32.50	
01-28-2021	SRB	Receipt and review of appearance and formal request for discovery; correspondence with defense counsel; transmit request to Police Clerk re: 20LV02173A.	0.25	32.50	
			Total	1,852.50	

Time Summary

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Page 2 of 3

Professional		Hours	Amount	Item 7A.
Scott Baker		14.25	1,852.50	
		Total	1,852.50	
			Total for this Invoice	1,852.50



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February 10, 2021

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

Invoice Number: 1067

Invoice Period: 01-01-2021 - 01-31-2021

RE: Special Legal Services**Time Details**

Date	Professional	Description	Hours	Amount
01-05-2021	SRB	Participate in Capital Improvement Bond meeting	0.50	65.00
01-07-2021	LKK	Review of file materials and correspondence concerning business and landlord license issues; research and draft memo re: Lathfield Investments.	1.25	162.50
01-08-2021	SRB	Review correspondence from JMC attorney and complaints re JMC litigation	0.50	65.00
01-08-2021	SRB	Review correspondence from building official re JMC litigation	0.25	32.50
01-08-2021	SRB	Meeting with City Staff re various code enforcement/ zoning issues	1.75	227.50
01-08-2021	SRB	Meeting with City Staff re JMC litigation	0.50	65.00
01-11-2021	SRB	Draft notice of hearing re ZBA request for 27215 Southfield Road	0.25	32.50
01-12-2021	SRB	Review and respond to correspondence from City Planner; Review and provide feedback on draft caregiver zoning ordinance amendment.	0.50	65.00
01-13-2021	SRB	Review and respond to correspondence from City Planner re cannabis ordinance	0.25	32.50
01-14-2021	SRB	Review and respond to correspondence from City Planner re cannabis ordinance	0.25	32.50

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Page 1 of 3

Date	Professional	Description	Hours	Amount	Item 7A.
01-14-2021	SRB	Review and respond to correspondence from City Planner re ZBA request	0.25	32.50	
01-14-2021	SRB	Review and respond to correspondence from JMC attorney	0.25	32.50	
01-14-2021	SRB	Review and respond to correspondence from building official re caregiver operation	0.25	32.50	
01-15-2021	SRB	Review and respond to multiple correspondence from City Planner re cannabis caregiver ordinance	1.00	130.00	
01-18-2021	SRB	Review and respond to correspondence from attorney for McKenna & Associates	0.25	32.50	
01-19-2021	SRB	Draft correspondence to and review response from attorney for JMC properties	0.25	32.50	
01-19-2021	SRB	Review and respond to multiple correspondence from City Planner re cannabis ordinance	0.50	65.00	
01-19-2021	SRB	Draft Notice of Public Hearing for Primary caregiver overlay district	0.25	32.50	
01-19-2021	SRB	Prep for and participate in Planning Commission Meeting	2.00	260.00	
01-21-2021	SRB	Meeting with City Planner and S. Stec re caregiver facilities ordinance amendment	1.00	130.00	
01-21-2021	SRB	Meeting with City admin and City Legal counsel re JMC litigation	1.00	130.00	
01-21-2021	SRB	Review correspondence from City Planner re primary caregiver overlay ordinance.	0.25	32.50	
01-22-2021	SRB	Review correspondence from building official re blight court inquiry	0.25	32.50	
01-25-2021	SRB	Review correspondence from Oakland County Equalization re JMC tax appeals	0.25	32.50	
01-25-2021	SRB	Review correspondence from City Planner re cannabis ordinance revisions	0.25	32.50	
01-27-2021	SRB	Review correspondence from Natasha Hughes Smith	0.25	32.50	
01-28-2021	SRB	Participate in social and economic recovery webinar	1.50	195.00	
01-30-2021	SRB	Review correspondence from Natasha Hughes Smith	0.25	32.50	
			Total	2,080.00	

Time Summary

Professional	Hours	Amount
Leann Kimberlin	1.25	162.50
Scott Baker	14.75	1,917.50
Total		2,080.00

We appreciate your business. Checks may be made payable to Baker & Elowsky, PLLC.

Page 2 of 3

Total for this Invoice

2,080.00

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Elowsky, PLLC.

Page 3 of 3

PARKS & RECREATION DEPARTMENT

MARCH 2021

Events

We have opened registration for Breakfast with the Bunny (April 3). With the latest MDHHS order, we can have up to 25 people indoors. After much consideration, we decided to hold the event indoors due to the unpredictable Michigan weather. Tickets are selling well at \$10 each. The next event is Earth/Arbor Day (April 25) which will be outdoors and will be the first large community event in more than a year. Dates and tentative plans for summer events are set. They will be included in the Spring Your Town issue.

Classes/Programs

Although interest in classes and programs remains low, we will try again for the Spring session. We have nearly 20 programs on the schedule covering a wide variety to topics, for all age groups, with both in-person, outdoor and virtual options to choose from, at very reasonable prices.

Parks

We are moving forward with our application for the DNR grant to replace the playscape at Sarrackwood Park. I've also been working on increasing awareness of park policies (dogs off leash and picking up after dogs). Park cleanups are on the calendar for Spring.

Rentals

Since the start of March interest in rentals has increased exponentially. I've been fielding 4-6 calls per day, which is close to pre-Pandemic levels. I am looking forward to having assistance with rentals again once a permanent person is hired for the administrative assistant position. The help will be needed sooner rather than later.

Although we are limited to 25 people indoors right now, folks are still interested in renting the park and even the Community Room. It's a very good sign. And they are coming in to book, not just calling.

Projects

Spring weather means we can return our focus to the park capital improvement projects. These include the purchase and installation of several new trash bins, signage and wildflower areas. Additionally, the community vegetable garden will be getting its fencing, garden beds and much paths installed.

Upcoming

Our first real events in a year! Lots of outdoor improvements. Budgeting for 2021/22.

FACILITY & SAFETY

MARCH 2021

Building

All major building systems are currently functioning as normal.

A small section of the gutter was damaged by an ice dam. We will get that fixed in the Spring.

Looking into requirements and recommendations for flushing the water system after prolonged breaks (water fountains, dish machine) due to pandemic.

Contractors

No updates

Grounds

Parking lot and grounds budget was over due to additional projects from when the pandemic closed the building. However, we will still complete two parking lot cleanups in the Spring and early Summer.

Projects

Continuing work to create storage space within the building by clearing out basement storage closets. We will create a single, secure file storage space for the building department on the 2nd floor.

Basement lobby was repainted and looks great. Last part of that project is replacing the paneled wall. Project should be complete this month.

On-Going Issues

None at the moment

Safety

Have not been able to finish COVID-19 practices review project or update signage within the building.

City of Lathrup Village Police Department - Monthly Activity Summary

February 2021

02/01/2021 21-1002 Domestic Violence Arrest Warrant

While a subject was making a walk-in report at LVPD, officers discovered that they had an outstanding arrest warrant for Domestic Violence out of Eastpointe PD. The subject was arrested for the warrant and Officers met with Eastpointe PD to turn the subject over.

02/01/2021 21-1010 Suspicious circumstance

Officers took a walk-in report from a citizen who received a second phone call from an unknown suspect leaving rambling messages including anti-religious and racial overtones.

02/02/2021 21-1038 Alarm violation

After multiple false alarms and 2 certified letters being mailed by LVPD to the owner, a local business was cited for failing to register their alarm.

02/02/2021 21-1049 Vehicle Impound

An officer initiated a traffic stop for a red-light violation. After an investigation, it was determined that the vehicle had no insurance and the driver did not have a valid operators license. The vehicle was impounded and the driver was cited.

02/03/2021 21-1100 Misdemeanor Arrest Warrant

An officer initiated a traffic stop for a prohibited turn violation. After an investigation, it was determined that the driver had an expired operator license as well as an outstanding misdemeanor warrant out of Southfield PD. The driver was cited for driving with an expired license and then turned over to Southfield officers.

02/03/2021 21-1109 DWLS / Misdemeanor Arrest Warrant

An officer initiated a traffic stop for a speeding violation. After an investigation, it was determined that the driver had a suspended driver license and an outstanding misdemeanor warrant out of Novi PD. The

driver was arrested for the two charges. They were processed at Berkley PD and posted a \$100 bond for the DWLS charge. They were then turned over to Novi PD Officers.

02/04/2021 21-1132 Accidental Property Damage

Officers responded to a local business to take a report of a damaged awning. It appeared to have been damaged by a large delivery truck, but it was unable to be determined when it was damaged and by whom. The report was for insurance purposes only.

02/04/2021 21-1144 Misdemeanor Arrest Warrant

An Officer initiated a traffic stop for an illegal turning violation. After an investigation, it was determined that the driver had an outstanding misdemeanor warrant for contempt of court. The driver was initially arrested, but promptly released after the originating jurisdiction called back to advise that due to the weather, they would not be picking the subject up.

02/05/2021 21-1181 MDOP

Officers responded to a residence where the homeowner arrived home to find the screen on a window slashed. An investigation was conducted and it was determined that a suspect did not successfully gain entry into the home. A similar incident was reported earlier in the same week.

02/09/2021 21-1326 Civil Matter

Officers responded to a residence where a home owner was upset that a utility company was trenching on the city easement adjacent to her property in order to lay underground cables. It was explained to the resident that the company was allowed to access the easement and to contact the utility company for any further complaints.

02/09/2021 21-1333 Vehicle Lockout

An Officer assisted a patron of a local restaurant by successfully making entry into their vehicle which the keys were locked in.

02/11/2021 21-1401 Larceny

Officers took a report of a license plate stolen off of a vehicle overnight. An investigation was completed, but no leads were identified.

02/11/2021 21-1411 Felony Arrest Warrant / DWLS

An Officer initiated a traffic stop for a speeding violation. After an investigation, it was determined that the driver of the vehicle had a suspended driver license and also a felony warrant for parole violations. The driver was arrested for the two charges and was processed at Berkley PD. The subjects parole agent later contacted LVPD requesting they release the subject.

02/14/2021 21-1502 Found Property

A resident walking in the City found a large sum of money in a parking lot. She turned it over to Officers who placed it in property, awaiting the owner to be located.

02/14/2021 21-1505 MDOP

Officers responded to a report of cut wires and a missing breaker at an AT&T power station. After speaking with the reporting party, it was discovered that this was the second incident of this nature in a week.

02/16/2021 21-1557 Sudden Death

Officers responded to a residence for a welfare check. After a non-destructive entry was made into the home, a 72-year-old resident was found deceased. Although there were no initial signs of foul play, Oakland County Medical Examiners came to the scene to do an investigation. No foul play was suspected.

02/17/2021 21-1592 Embezzlement

Officers responded to a local business where an owner stated they an employee had recently embezzled money from the business. An investigation was completed and the employee admitted responsibility to officers. He was arrested, and processed at Berkley PD. The report was submitted to Oakland County prosecutor's office, seeking embezzlement charges.

02/18/2021 21-1642 Hospice Death

Officer responded to a residence where a 61-year-old cancer patient was found deceased. It was determined that it was of natural causes and the proper paperwork was completed.

02/19/2021 21-1657 Larceny of mail

Officers took a report of a package which was taken from the front porch of a residence. There was no video or physical evidence found.

02/20/2021 21-1690 Mental Health Commitment

Officer responded to a possible Domestic situation. They found a female subject lying on the floor, crying, talking gibberish, and repeatedly stating she wanted her gun. She tried to push past Officers to obtain her gun. She was handcuffed for her own safety. She was later transported to the hospital for a mental evaluation.

02/20/2021 21-1693 Vehicle Impound

A vehicle was found abandoned and blocking on a major roadway in the city. Attempts to locate the owner failed and the vehicle was impounded.

02/25/2021 21-1868 Assault and Battery

Officers responded to a local business where a physical altercation occurred between a leaser and the sub leaser, two sisters. The instigating party left the scene prior to officers' arrival. A statement was completed and the investigation is ongoing.

02/25/2021 21-1870 Suspicious Circumstance

An Officer took a walk-in report from a citizen who stated that they recently moved into their new home but the old homeowner was continuing to get packages sent to the address. The previous owner also put multiple letters in the mailbox of the new owner. The old owner was advised to cease this activity.

02/25/2021 21-1872 DWLS

An officer initiated a traffic stop for an improper turn violation. After an investigation it was determined that the driver had a suspended driver license. They were arrested for DWLS and processed at Berkley PD.

02/26/2021 21-1882 Hospice Death

An Officer responded to a residence where a 104-year-old subject was found deceased. After an investigation, it was determined natural and the proper paperwork was completed.

02/27/2021 21-1912 H&R PDA

An officer responded to a report of a Hit and Run Property Damage Accident. After an investigation, the officer was able to identify the driver of the vehicle which fled. A certified letter was sent to that subject with a citation for allowing a person to driver in violation of the motor vehicle code.

02/27/2021 21-1921 Abandoned Vehicle / Impound

Officers impounded an abandoned vehicle which was previously given a 48-hour tag.

02/27/2021 21-1922 DWLS

An officer initiated a traffic stop for a stop sign violation. After an investigation it was determined that the driver lied about his identity. He also had a suspended driver license and multiple outstanding warrants. He was not picked up on the warrants, however, he was arrested for DWLS and Obstruction for misrepresenting his identity. He was processed at Berkley PD and released.

02/27/2021 21-1926 Mental Health call

Officers responded to a residence where a citizen had obtained a court order petition for hospitalization for her son to be evaluated. Officer transported the subject, who was cooperative, to Common Ground in Pontiac.

ALARM SUMMARY FOR FEBRUARY 2021

2 burglar alarms (C3902) (February 1 - February 28)
11 false alarms (L5060) (February 1 - February 28)

All 13 alarms were considered false or operator error

6 of these alarms were un-registered

1 of these commercial alarms had been sent certified letter - card returned 2/18

However, the alarm remains unregistered - 3rd alarm of the year

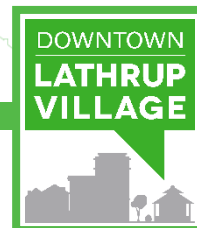
1 of the residential alarm was also sent a certified letter on 2/2. Card has not

Been returned and residence has now had a second alarm

OFFICERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
SGT. TACKETT	15	33											48
Tackett warnings	11	0											
UPSHAW	13	8											21
Upshaw warnings	1	1											
BECKER	75	60											135
Becker warnings	3	2											
ROBERTS	22	20											42
Roberts warnings	24	4											
TOMPKINS	24	20											44
Tompkins warnings	22	5											
CARMACK	30	42											72
Carmack warnings	12	9											
HUSTON	29	9											38
Huston warnings	3	5											
LAWRENCE	5	12											17
Lawrence warnings	1	1											
BUTTON	6	17											23
Button warnings	3	8											
LASK	10	23											33
Lask warnings	10	0											
													425

2021 ACTIVITY TOTALS

OFFICERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
SGT. TACKETT	113	92											205
UPSHAW	24	21											45
BECKER	84	68											152
ROBERTS	128	65											193
TOMPKINS	81	72											153
CARMACK	351	305											656
HUSTON	85	129											214
LAWRENCE	30	83											113
BUTTON	39	63											102
LASK	48	54											102



MEMORANDUM

TO: Sheryl Mitchell, City Administrator
CC: DDA Board of Directors
FROM: Susie Stec, Director – CED / DDA Director
DATE: March 12, 2021
RE: Department/Director Report

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

COVID-19 Resources

- A resource page has been created: http://www.lathrupvillage.org/how_do_i/resources.php. There are a series of links to financial resources & programs available to business.
- DDA intends to have another crowdfunding campaign and reprogram 20/21 budget items to re-establish the Lovin' Lathrup Village Business Relief Mini-Grants.

Events

- **Financial Planning February** had 8 attendees.
- **Spring into Self-Care** will a month-long, virtual event for the month of April. It will feature tutorials and other short videos from many of our LV businesses. The Promotions Committee is also planning a shopping promotion and drawing.
- **Spring Roll** to celebrate the implementation of the city's bike route a tour of the city is being planned with Parks & Rec for Saturday, June 5th. More details to follow.
- **Corridor Cleanup** will be on Saturday, June 12th from 9 – 11am. More details to follow.
- **Fireside Friday** is being held on Fridays from 11 am – 1 pm at the pavilion in Municipal Park. Event is being promoted on social media, website, and e-newsletter

Grants

- **OC Weatherization** – DDA was successfully awarded \$34,295 in Restaurant Relief Grant Program funds. The bulk of these funds will be used for COVID-19 expense reimbursement incurred by local restaurants. DDA will also be getting 2 sanitization stations to be located at Municipal Park, as well as 4 patio heaters to be used during Fireside Fridays. DDA Manager is developing an application for eligible restaurants.

Commercial Business/Property Updates

- 27215 Southfield Road received Conditional Site Plan Approval from the PC on 12/15 and obtained a variance for the required screen wall.
- A COVID-19 Testing Clinic is open at 27430 Southfield Road.
- Work was stopped at BP. A belated engineering pre-con meeting happened last week. Work to resume once all required information received.
- Staff had a pre-application meeting with Discount Tire. They would like to expand their parking lot, reconfigure the queuing space for cars, and construct an interior dead tire storage area. They will need to seek a non-conforming use determination from ZBA before moving through the special land use & site plan review process.
- Fortson Dental purchased Gentle Touch Dentistry and is exploring options to connect that building with his existing, adjacent building.

Comprehensive Plan update

- Planning Commission is finalizing the prioritization of the implementation strategies. PC is expected to forward the plan to City Council at their March 16th.

Cannabis

- Planning Commission & City Council had a joint meeting and public hearing on February 8th for the Primary Caregivers Cannabis Ordinance. The ordinance amendments were adopted at that meeting.
- Feedback was solicited from City Council & Planning Commission on the drafted ordinance language to allow for cannabis-related uses. Staff is working to refine the draft language. The next step is to develop scoring criteria. Targeting April 20th to present updated ordinance & evaluation criteria to Planning Commission.

Infrastructure

- Letters regarding Sidewalk Replacement Program and Water Service Line excavations will be mailed the week of March 15th. Instructions on self-identification of service lines will be included in both mailings.
- Susie & Rami will be working on a code enforcement approach to fixing the ditches & culverts on Cambridge.

Miscellaneous

- Staff and Main Street Oakland County met with members of the Historical Society to brainstorm options. MSOC is facilitating a needs assessment to help identify the next steps. The HS was interested in history walks.

Monthly Permit List

03/01/2021

Item 8D.

Building

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PB200044	05/22/2020	SEDONA LLC	17550 W 11 MILE RD	40-24-13-359-063	\$2,065.00	\$0
Work Description: interior renovation of office						
PB200105	10/06/2020	TRAVIS WADE	17593 ROSELAND BLVD	40-24-13-103-005	\$514.00	\$0
Work Description: Deck Install						
PB210001	01/05/2021	DANCY III, FRAZIER	18811 HAMPSHIRE ST	40-24-23-252-012	\$515.00	\$0
Work Description: Basement Finish						
PB210012	02/02/2021	BAKEMAN, PAUL W	27416 GOLDENGATE W DR	40-24-14-477-002	\$610.00	\$0
Work Description: Bathruoom/Laundry Rm Addition Remove portionof existing deck. Build wood fram addition with crawl space.						
PB210013	02/11/2021	MICHIGAN FIRST CREDIT UN	27000 EVERGREEN RD	40-24-14-356-052	\$1,325.00	\$0
Work Description: T-Mobile equipment upgrade at existing telecommunication facility						
PB210014	02/26/2021	LUBANSKI, TERRI A	18492 W GLENWOOD BLVD	40-24-14-255-011	\$200.00	\$0
Work Description: 5 windows replaced						

Total Permits For Type: 6
Total Fees For Type: \$5,229.00
Total Const. Value For Type: \$0

Electrical

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PE210012	02/09/2021	DANCY III, FRAZIER	18811 HAMPSHIRE ST	40-24-23-252-012	\$185.00	\$0

Work Description: Electrical for basement remodel

PE210013	02/19/2021	HENRY, ERIK	18260 WILTSHIRE BLVD	40-24-14-228-025	\$80.00	\$0
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Work Description: Electrical for basement finish

PE210014	02/23/2021	GELLER FOOT CLINIC	28460 SOUTHFIELD RD	40-99-00-020-004	\$145.00	\$0
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Work Description: Generator Install

Total Permits For Type: 3
Total Fees For Type: \$410.00
Total Const. Value For Type: \$0

Mechanical

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PM210002	01/12/2021	MARTIN, ELIZABETH	28021 SANTA BARBARA DR	40-24-14-182-010	\$75.00	\$0
Work Description: Furnace Install						
PM210006	01/25/2021	MARTIN, WESLEY	17395 WILTSHIRE BLVD	40-24-13-152-006	\$120.00	\$0
Work Description: Run gas line to generator.						
PM210009	01/27/2021	DAVIS, SONJA L	18165 AVILLA BLVD	40-24-14-232-003	\$80.00	\$0
Work Description: Water Heater Install						
PM210012	02/08/2021	BABCOCK, BYRON	27661 LATHRUP BLVD	40-24-13-306-011	\$90.00	\$0
Work Description: Furnace Replacement						

Total Permits For Type: 4
Total Fees For Type: \$365.00
Total Const. Value For Type: \$0

Outside Refuse Container

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PORC-210004	02/08/2021	NICOLE CHURCHILL	27821 BLOOMFIELD DR	40-24-14-401-018	\$25.00	\$0
Work Description: dumpster						
PORC-210005	02/11/2021	CARTER, CHARLIE W	18280 RAINBOW DR	40-24-23-278-001	\$25.00	\$0
Work Description: Dumpster for clean out						

Total Permits For Type: 2

Total Fees For Type: \$50.00

Total Const. Value For Type: \$0

Plumbing

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const. Value
PP210009	01/27/2021	KNEIP, AUSTIN J	18144 SUNNYBROOK AVE	40-24-14-483-012	\$55.00	\$0
Work Description: Water Heater Install						
PP210012	02/25/2021	NICOLE CHURCHILL	27821 BLOOMFIELD DR	40-24-14-401-018	\$155.00	\$0
Work Description: Bath Remod						

Total Permits For Type: 2

Total Fees For Type: \$210.00

Total Const. Value For Type: \$0

Report Summary

Permit.DateIssued Between
2/1/2021 12:00:00 AM AND
2/28/2021 11:59:59 PM AND
Permit.Status = ISSUED

Grand Total Fees: \$6,264.00

Grand Total Permits: 17
Grand Total Const. Value: \$0

Item 8D.

Enforcements By Category

03/01/21

Item 8D.

CURBSIDE VIOLATION

Enforcement Number	Address	Status	Filed	Closed
E21-0059	27837 SUNSET W BLVD	VIOLATION	02/18/21	
Total Entries:				1

DEBRIS

Enforcement Number	Address	Status	Filed	Closed
E21-0042	18850 HAMPSHIRE ST	VIOLATION	02/01/21	
E21-0045	17656 WILTSHIRE BLVD	Resolved	02/01/21	02/05/21
E21-0048	28505 SOUTHFIELD RD	Resolved	02/02/21	02/10/21
E21-0049	28551 SOUTHFIELD RD 200	VIOLATION	02/02/21	02/16/21
E21-0050	28081 SOUTHFIELD RD	VIOLATION	02/02/21	
E21-0066	28145 LATHRUP BLVD	VIOLATION	02/25/21	
E21-0069	26600 SOUTHFIELD RD	VIOLATION	02/26/21	
E21-0070	26440 SOUTHFIELD RD	VIOLATION	02/26/21	
E21-0071	26300 SOUTHFIELD RD	VIOLATION	02/26/21	
E21-0072	26026 SOUTHFIELD RD	VIOLATION	02/26/21	
E21-0073	26021 SOUTHFIELD RD	VIOLATION	02/26/21	
E21-0074	26059 SOUTHFIELD RD	VIOLATION	02/26/21	
E21-0075	26251 SOUTHFIELD	VIOLATION	02/26/21	
E21-0076	26333 SOUTHFIELD RD	VIOLATION	02/26/21	
E21-0077	26411 SOUTHFIELD RD	VIOLATION	02/26/21	
Total Entries:				15

DOWNSPOUT EXT.

Enforcement Number	Address	Status	Filed	Closed
E21-0065	18530 DOLORES AVE	VIOLATION	02/25/21	
E21-0067	18491 CORAL GABLES AVE	VIOLATION	02/26/21	

Enforcements By Category

03/01/21

Item 8D.

E21-0068	18810 ALHAMBRA AVE	VIOLATION	02/26/21
E21-0080	27310 SUNSET E BLVD	VIOLATION	02/26/21

Total Entries: 4

DUMPSTER ENCLOSURE

Enforcement Number	Address	Status	Filed	Closed
E21-0055	28050 SOUTHFIELD RD 170	VIOLATION	02/12/21	
E21-0056	28250 SOUTHFIELD RD	VIOLATION	02/12/21	
E21-0057	28600 SOUTHFIELD RD	VIOLATION	02/12/21	
E21-0079	18915 W 12 MILE RD	VIOLATION	02/26/21	

Total Entries: 4

FIREWOOD STORAGE

Enforcement Number	Address	Status	Filed	Closed
E21-0043	19010 W GLENWOOD BLVD	VIOLATION	02/01/21	

Total Entries: 1

LIGHTING ORDINANCE # 443-17

Enforcement Number	Address	Status	Filed	Closed
E21-0053	26431 SOUTHFIELD RD	VIOLATION	02/09/21	

Total Entries: 1

PARKING LOT REPAIR

Enforcement Number	Address	Status	Filed	Closed
E21-0046	28801 SOUTHFIELD RD	VIOLATION	02/01/21	
E21-0063	28901 SOUTHFIELD RD	VIOLATION	02/24/21	
E21-0064	27400 SOUTHFIELD RD	VIOLATION	02/24/21	

Total Entries: 3

Enforcements By Category

03/01/21

Item 8D.

PARKING ON GRASS

Enforcement Number	Address	Status	Filed	Closed
E21-0044	17555 WILTSHIRE BLVD	VIOLATION	02/01/21	
Total Entries:				1

PROPERTY MAINTENANCE

Enforcement Number	Address	Status	Filed	Closed
E21-0041	18846 MIDDLESEX AVE	VIOLATION	02/01/21	
Total Entries:				1

SANITATION

Enforcement Number	Address	Status	Filed	Closed
E21-0062	18850 HAMPSHIRE ST	VIOLATION	02/24/21	
E21-0078	18750 CAMBRIDGE BLVD	VIOLATION	02/26/21	
Total Entries:				2

SELLING FOOD W/O LICENSE

Enforcement Number	Address	Status	Filed	Closed
E21-0047	27224 SOUTHFIELD RD STE. 3	VIOLATION	02/01/21	
Total Entries:				1

SIGN VIOLATION

Enforcement Number	Address	Status	Filed	Closed
E21-0054	28551 SOUTHFIELD RD 200	VIOLATION	02/09/21	02/16/21
E21-0058	28600 SOUTHFIELD RD	VIOLATION	02/12/21	
Total Entries:				2

SNOW REMOVAL REQ'D

Enforcement Number	Address	Status	Filed	Closed
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Enforcements By Category

03/01/21

Item 8D.

E21-0051	28021 SOUTHFIELD RD	Resolved	02/08/21	02/10/21
E21-0052	28455 SOUTHFIELD RD	Resolved	02/08/21	02/10/21
E21-0061	26300 SOUTHFIELD RD	VIOLATION	02/19/21	02/19/21
Total Entries:				3

UNREGISTERED VEHICLE

Enforcement Number	Address	Status	Filed	Closed
E21-0060	27837 SUNSET W BLVD	VIOLATION	02/18/21	
Total Entries:				1

Total Records: 40

Enforcement.CodeOfficer = RAMI SWEIDAN AND Enforcement

Total Pages: 4



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: March 15, 2021

RE: Acceptance of Gift – Memorial Bench Honoring Virginia Borts

The City of Lathrup Village received a generous donation of \$1,350, from the former students of longtime Lathrup resident, Virginia Borts, honoring her life. This contribution will be used to purchase a memorial bench for the dog park.

Members of the Friends of the Dog Park are expected to be in attendance.

Suggested Motion:

MOTION TO accept the donation on behalf of the City, in honor of the memory of long-time resident Virginia Borts, and designate that the funds will be used towards the purchase of a memorial bench near the Dog Park.



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27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

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COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: March 15, 2021

RE: Insufficiency of Referendum Petition

The City of Lathrup Village published a Notice of Intent to issue and sell \$5.38 million in general obligation limited tax bonds and the Notice to Taxpayers and Electors of the Right of Referendum. The bonds are for public infrastructure improvements consisting of:

- a) water supply system improvements, including replacement of water mains, water
- b) meters, gate valves, fire hydrants and lead service lines;
- c) sanitary sewer system improvements, including sanitary sewer retention tank improvements and replacement of force mains and lateral sewer lines; and
- d) sidewalk, ditch and drainage improvements, together with all related equipment, site improvements, appurtenances and attachments.

According to Public Act 34 of 2001, voters have 45 days after the publication of the notice of intent to file a Referendum Petition, with the signatures of not less than 10% of the registered voters. This would then require the vote of the majority of electors to issue the bonds.

As of February 22, 2021, 202 signatures were received by the City Clerk. This did not meet the minimum threshold of 392 signatures. There is also a legal opinion from the City's Bond Attorney Patrick McGow, that the "form of the referendum petition does not meet the requirements of Michigan law for a referendum petition under Act 34, Act 279 and Act 116."

Suggested Motion:

MOTION TO Affirm the Determination by the City Clerk that the Referendum Petition is insufficient to require election based on the fact that the form of referendum petition does not satisfy the requirements of Michigan Law and that the Referendum Petition was not signed by the required 10% of the registered voters of the City of Lathrup Village, as required by law.

Founded in 1852
by Sidney Davy Miller



PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

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February 26, 2021

Ms. Yvette Talley
City Clerk
City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076-3489

Re: Referendum Petitions

Dear Ms. Talley:

We have been advised that referendum petitions were filed in the office of City Clerk of the City of Lathrup Village (the "City") on February 22, 2021 titled Right to Referendum Petition in connection with the Notice to Taxpayers and Electors of the City of Lathrup Village of Intent to Issue Bonds and the Right of Referendum Relating Thereto (the "Notice of Intent"). We have been asked to review the form of petition to determine if it meets the legal requirements for a referendum petition under Michigan law.

Background

The Notice of Intent states that the City intends to issue and sell its general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an aggregate principal amount of not to exceed Five Million Three Hundred Eighty Thousand Dollars (\$5,380,000), in one or more series, for the purpose of paying all or part of the costs of acquiring, constructing, furnishing and equipping certain public infrastructure improvements in the City, consisting of: a) water supply system improvements, including replacement of water mains, water meters, gate valves, fire hydrants and lead service lines; b) sanitary sewer system improvements, including sanitary sewer retention tank improvements and replacement of force mains and lateral sewer lines; and c) sidewalk, ditch and drainage improvements, together with all related equipment, site improvements, appurtenances and attachments.

Section 517 of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), states "*If, within 45 days after the publication of the notice of intent, a petition, signed by not less than 10% or 15,000 of the registered electors, whichever is less, residing within the county, city, village, or township, is filed with the governing body of the county, city, village, or township, requesting a referendum upon the question of the issuance of the municipal securities, then the municipality shall not issue the municipal securities until authorized by the vote of a majority of the electors of*

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Yvette Talley

-2-

February 26, 2021

the county, city, village, or township qualified to vote and voting on the question at a general or special election.” MCL 141.2517.

The Notice of Intent was published in the *Oakland Press* on January 7, 2021 and the 45th day following publication was Saturday, February 20, 2021. Under state law, the deadline for filing referendum petitions would be the close of business on the following business day, which would be February 22, 2021. Therefore, the petitions that were filed in your office on February 22, 2021 were filed in a timely manner.

Required Number of Signatures

It is our understanding that as of the most recent election on November 3, 2020, there were 3,918 registered voters in the City, and 10% of the registered voters is 392. The petitions that were filed contained, even if they were all found to be valid registered voters, only 202 signatures, which is less than the required number of signatures to meet the minimum number required by law to require a referendum election.

Review of Referendum Petition Form

In reviewing the petition form, we believe the petition form does not satisfy the legal requirements for a referendum petition under Michigan law based on the reasons and analysis below.

Section 517 of Act 34, which is the statute providing the requirements for a notice of intent and the referendum petition, states the “*Signatures on the petition shall be verified by a person under oath as the actual signatures of the persons whose names are signed to the petition, and the governing body of the county, city, village, or township shall have the same power to reject signatures and petitions as city clerks under section 25 of the home rule city act, 1909 PA 279, MCL 117.25.*” MCL 141.2517.

Section 25 of the Home Rule City Act, Act 279, Public Acts of Michigan, 1909, as amended (“Act 279”), is the provision which gives the City Clerk of a city the power to review initiatory petitions to determine if it contains the requisite number of registered electors and to certify the sufficiency or insufficiency of the petition. MCL 141.2517.

Section 25a of Act 279 states that petitions under various provisions of Act 279, “*including the circulation and signing of the petition, is subject to section 488 of the Michigan Election Law, 1954 PA 116, MCL 168.488.*” MCL 117.25a.

The Michigan Election Law, Act 116, Public Acts of Michigan, 1954, as amended (“Act 116”) is the state statute that consolidates Michigan election laws and provides for the powers and duties of election officials and the regulation of elections. Section 488 of Act 116 is applicable to various initiatory and referendum petitions, and states what sections of the Michigan Election Law

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Yvette Talley

-3-

February 26, 2021

apply to petitions that refer to that section: “Section 482(1), (4), (5), and (6) apply to a petition to place a question on the ballot before the electorate of a political subdivision under a statute that refers to this section, and to the circulation and signing of the petition.” MCL 168.488(2).

Section 482 of Act 116, MCL 168.482, is the statute that sets forth the legal requirements for petitions, and the sections that govern what a referendum petition on the Notice of Intent, are as follows:

168.482 Petitions; size; form; contents.

Sec. 482.

(1) Each petition under this section must be 8-1/2 inches by 14 inches in size. . .

(4) The following statement must appear beneath the petition heading:

*"We, the undersigned qualified and registered electors,
residents in the _____ congressional district
in the state of Michigan, respectively petition for (amendment to
constitution) (initiation of legislation) (referendum of
legislation) (other appropriate description)."*

(5) The following warning must be printed in 12-point type immediately above the place for signatures, on each part of the petition:

WARNING

A person who knowingly signs this petition more than once, signs a name other than his or her own, signs when not a qualified and registered elector, or sets opposite his or her signature on a petition, a date other than the actual date the signature was affixed, is violating the provisions of the Michigan election law.

(6) Subject to subsections (7) and (8), the remainder of the petition form must be as provided following the warning to electors signing the petition in section 544c(1). In addition, the petition must comply with the requirements of section 544c(2).

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Yvette Talley

-4-

February 26, 2021

(7) Each petition under this section must provide at the top of the page check boxes and statements printed in 12-point type to clearly indicate whether the circulator of the petition is a paid signature gatherer or a volunteer signature gatherer.

(8) Each petition under this section must clearly indicate below the statement required under subsection (7) and be printed in 12-point type that if the petition circulator does not comply with all of the requirements of this act for petition circulators, any signature obtained by that petition circulator on that petition is invalid and will not be counted.

As noted in subsection (6) above, the petition form must also comply with the requirements of Section 544c(1) and 544c(2), MCL 168.544c, below the warning section, which have the following required lines for signatures, certificate of circulator and circulator warnings:

Printed	Street Address					
Name and	or	Date of	Signing			
Signature	Rural Route	Zip Code	Mo.	Day	Year	

1. _____
2. _____
3. _____
4. _____

numbered lines as above

CERTIFICATE OF CIRCULATOR

The undersigned circulator of the above petition asserts that he or she is 18 years of age or older and a United States citizen; that each signature on the petition was signed in his or her presence; that he or she has neither caused nor permitted a person to sign the petition more than once and has no knowledge of a person signing the petition more than once; and that, to his or her best knowledge and belief, each signature is the genuine signature of the person purporting to sign the petition, the person signing the petition was at the time of signing a registered elector of the city or township listed in the heading of the petition, and the elector was qualified to sign the petition.

Circulator—Do not sign or date certificate until after circulating petition.

____ If the circulator is not a resident of Michigan, the circulator shall make a cross or check mark on the line provided, otherwise each signature on this petition sheet is invalid and the signatures will not be counted by a filing official. By making a cross or check mark on the line provided, the undersigned circulator asserts that he or she is not a resident of Michigan and agrees

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Yvette Talley

-5-

February 26, 2021

to accept the jurisdiction of this state for the purpose of any legal proceeding or hearing that concerns a petition sheet executed by the circulator and agrees that legal process served on the secretary of state or a designated agent of the secretary of state has the same effect as if personally served on the circulator.

(Printed Name and Signature of Circulator) (Date)

(Complete Residence Address (Street and Number or Rural Route)) Do not enter a post office box

(City or Township, State, Zip Code)

(County of Registration, if Registered to Vote, of a Circulator who is not a Resident of Michigan)

Warning-A circulator knowingly making a false statement in the above certificate, a person not a circulator who signs as a circulator, or a person who signs a name other than his or her own as circulator is guilty of a misdemeanor.

(2) The petition must be in a form providing a space for the circulator and each elector who signs the petition to print his or her name. The secretary of state shall prescribe the location of the space for the printed name. The failure of the circulator or an elector who signs the petition to print his or her name, to print his or her name in the location prescribed by the secretary of state, or to enter a zip code or his or her correct zip code does not affect the validity of the signature of the circulator or the elector who signs the petition. A printed name located in the space prescribed for printed names does not constitute the signature of the circulator or elector. If an elector does not include his or her signature, his or her street address or rural route, or the date of signing on the petition as required under subsection (1), the elector's signature is invalid and must not be counted by a filing official.

The referendum petition form that was submitted is very basic with an introduction requesting the proposed Bonds be put before the voters a vote, with lines for the signature, date and address of the resident, followed by a few lines with the name, signature and address of the canvasser.

The referendum petition form that was submitted meets very few of the many legal requirements that are required of a referendum petition, and is deficient for the following reasons:

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Yvette Talley

-6-

February 26, 2021

- The petition does not meet the paper size requirements (8.5x14 inches) of MCL 168.482(1);
- The petition does not contain the statement below the heading required by MCL 168.482(4);
- The petition does not contain the warning to signers required by MCL 168.482(5);
- The petition does not contain the required lines or information required for the signatures required by MCL 168.544c(1);
- The petition does not contain the Certificate of Circulator required by MCL 168.544c(1);
- The petition does not contain the information required from Circulators required by MCL 168.544c(1).

Conclusion

Therefore, based on the above, we are of the opinion that the form of referendum petition does not meet the requirements of Michigan law for a referendum petition under Act 34, Act 279 and Act 116. Furthermore, based on the initial count of the number of signatures submitted, even if the form of petition satisfied the legal requirements for a valid petition, even if all of the signatures on the petition were valid signatures of registered voters, the number of signatures falls short of the required 10% threshold, and is insufficient because it was not signed by 10% of the registered voters of the City as required by law.

Hopefully this addresses the questions that you have asked us to address. If you have any further questions, please feel free to contact us.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 
Patrick F. McGow

Cc: Sheryl Mitchell
Scott Baker

CERTIFICATE REGARDING THE INSUFFICIENCY OF REFERENDUM PETITION

I hereby certify that I am the City Clerk of the City of Lathrup Village, County of Oakland, Michigan and that my office received a petition filed on February 22, 2021 titled Right to Referendum Petition in connection with the Notice to Taxpayers and Electors of the City of Lathrup Village of Intent to Issue Bonds and the Right of Referendum Relating Thereto.

Section 517 of Act 34, Public Acts of Michigan, 2001, as amended, states “*If, within 45 days after the publication of the notice of intent, a petition, signed by not less than 10% or 15,000 of the registered electors, whichever is less, residing within the county, city, village, or township, is filed with the governing body of the county, city, village, or township, requesting a referendum upon the question of the issuance of the municipal securities, then the municipality shall not issue the municipal securities until authorized by the vote of a majority of the electors of the county, city, village, or township qualified to vote and voting on the question at a general or special election.*” MCL 141.2517.

The Notice of Intent was published in the *Oakland Press* on January 7, 2021 and the 45th day following publication was Saturday, February 20, 2021. As of the most recent election on November 3, 2020, there were 3,918 registered voters in the City, and 10% of the registered voters is 392.

The petitions that were filed contained 202 signatures, which is less than the required number of signatures to meet the minimum number required by law to require a referendum election. We have not checked each signature against the voter records to determine if each signature represents a valid registered voter and that there are no duplicates. We do not need to check the records to verify signatures because based on the number of signatures on the petitions, there is clearly an insufficient number of registered voters to trigger the 10% threshold.

In addition, we have been advised by counsel that the form of petition does not meet the requirements of Michigan law as a valid referendum petition.

Therefore, I determine that the petition is insufficient to require a referendum election based on the fact that the form of referendum petition does not satisfy the requirements of Michigan law and it was not signed by 10% of the registered voters of the City as required by law.

Yvette Talley
City Clerk

Dated: February __, 2021



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Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: March 15, 2021

RE: Sidewalk Ordinance - Amendment

The current sidewalk ordinance is a process that involves establishing a Special Assessment District and multiple public hearings. Previously, the city has instituted a process that allowed resident to spread the payments over a period of time.

The proposed ordinance amendment reflects the option that does not require a special assessment process and the immediate placement of the repair costs on the property taxes.

Suggested Motion:

1st Reading of Ordinance to Amend Chapter 62 – Streets, Sidewalks, and Other Public Places, Section 122 and 123 - Duty of Property Owners Generally and Standards Generally

ORDINANCE NO. ____ - 21

CITY OF LATHRUP VILLAGE

OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO AMEND CHAPTER 62, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, AMENDING SUBDIVISION II, STANDARDS, DIVISION 3 – MAINTENANCE, SEC. 122 - STANDARDS GENERALLY AND SEC. 12 – NONCOMPLIANCE; WORK BY CITY.

THE CITY COUNCIL OF THE CITY OF LATHRUP VILLAGE ORDAINS:

Ordinance Chapter 62. Amendment of Section 122-123

Chapter 62 Streets, Sidewalks and Other Public Places, Division 3, Maintenance, Section 122-123 Duty of Property Owners Generally and Standards Generally are hereby amended to read as follows:

Current Ordinance language:

Sec. 62-122. - Standards generally.

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

Sec. 62-123. - Noncompliance; work by city.

If an owner fails to comply with the duties and requirements imposed by this division, the city administrator may repair, reconstruct, and maintain the sidewalk at the initial cost and expense of the city as a public health and safety measure. The city's cost and expense shall be a debt owing the city from the owner and may be specially assessed pursuant to article III of chapter 58 or other applicable ordinance.

Proposed amendments (changes in red)

Sec. 62-122. - Standards generally.

The required maintaining of such sidewalks shall be such that the sidewalk is kept in reasonable repair and in condition reasonably safe and fit for travel and in conformity

with the other specifications and standards enumerated in this article. In all events, sidewalks **with cracked or spalling concrete or** having defects over two inches in width, depth, or height **constitute a hazard and** are required to be replaced or repaired.

Sec. 62-123. - Sidewalks needing repair; notice to property owner; repair by city.

(a) Whenever the city administrator determines that a sidewalk fails to meet the standards identified in Section 62-122, notice may be given to the owner of the lot or premises adjacent to and abutting upon such sidewalk of the city administrator's determination. Such notice shall be given in accordance with subsection (c). Thereafter, it shall be the duty of the owner to place the sidewalk in a safe condition. Such notice shall specify a reasonable time, not less than ten (10) days, within which such work shall be completed with due diligence.

(b) If the owner of such lot or premises shall refuse or neglect to repair the sidewalk within the time limited therefor, or in a manner otherwise than in accordance with this article, the city administrator shall have the sidewalk repaired at the initial cost and expense of the city as a public health and safety measure. If the city administrator determines that the condition of the sidewalk is such that immediate repair is necessary to protect the public, they may dispense with the notice and institute the repairs immediately. In any event, the cost of repairs under this section shall be charged against the premises which adjoins the sidewalk and shall be paid by the owner of the premises. If not paid, the cost of repairs shall be collected as provided in section 11.9 of the Charter and Article III of Chapter 58.

(c) Notice regarding sidewalk repairs shall be served in the following manner:

(1) By delivering the notice to the owner personally or by leaving the same at the owner's residence, office or place of business with some person of suitable age and discretion;

(2) By mailing the notice by first class mail to such owner at his or her last known address; or

(3) If the owner is unknown, by posting the notice in some conspicuous place on the premises at least fifteen (15) days before the required work shall be completed. No person shall interfere with, obstruct, mutilate, conceal or tear down any official notice or placard posted by any city official, unless permission is given by such officer to remove the notice.

Section 2 of Ordinance. Repealer.

This ordinance repeals any ordinances in conflict thereof.

Section 3 of Ordinance. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof,

irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4 of Ordinance. Savings Clause.

Nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5 of Ordinance. Publication and Effective Date.

This ordinance shall be effective _____. The City Clerk is hereby ordered and directed to cause this ordinance or a summary of this ordinance to be published in the manner required by law.

Section 6 of Ordinance. Adoption.

That this ordinance was duly adopted by the City of Lathrup Village City Council at its regular meeting called and held on _____, 2021, and was ordered given publication in the manner required by law.

CITY OF LATHRUP VILLAGE

YVETTE TALLEY, City Clerk

Introduction Date: March 15, 2021

Adoption Date: _____, 2021

Publication Date: _____, 2021

Effective Date: _____, 2021

CITY OF LATHRUP VILLAGE – CURRENT SIDEWALK ORDINANCE

ARTICLE I. - IN GENERAL

Sec. 62-1. - Maintenance of sidewalks, parking lots and driveways.

Every property owner and other person in possessory control of a sidewalk, parking lot, or driveway on private property which is a public place, as defined in this Code, shall exercise due care to maintain such sidewalk, parking lot, or driveway and the adjoining right-of-way in reasonable repair and in condition reasonably safe and fit for travel. Every such person who fails to do so shall be in violation of this section, and such premises not so maintained shall constitute a public nuisance.

(Code 1991, art. V, ch. 7, § 110)

Secs. 62-2—62-25. - Reserved.

ARTICLE II. - SIDEWALK CONSTRUCTION, REPAIR AND MAINTENANCE

DIVISION 1. - GENERALLY

Secs. 62-26—62-50. - Reserved.

DIVISION 2. - CONSTRUCTION OR REPAIR

Subdivision I. - In General

Sec. 62-51. - Council powers.

The council reserves to itself the power to exercise, by resolution, the constitutional and statutory powers of the city to the control of highways, streets, alleys and public places within the city. In the exercise of such power, the council may grant or require deviations from the standards of this division in appropriate cases when it deems such action to be in the public interest.

(Code 1991, art. VII, ch. 3, § 403)

Sec. 62-52. - Permit.

- (a) A permit must be obtained from the building official before any public sidewalk may be constructed, reconstructed, rebuilt or repaired. Applications for permits and the granting or denial of permits shall be governed by the equivalent provisions of the building code which is adopted in article II of chapter 14.
- (b) The fee for each permit shall be as provided in section 34-96.

(Code 1991, art. VII, ch. 3, §§ 201, 202)

Sec. 62-53. - Protection of excavations; liability.

It shall be the duty of all persons constructing, reconstructing, rebuilding or repairing sidewalks to suitably barricade and light any excavated area on public property and to suitably barricade any newly constructed, reconstructed, rebuilt or repaired sidewalk until the sidewalk is ready for use by the public.

(Code 1991, art. VII, ch. 3, §§ 401, 402)

Secs. 62-54—62-80. - Reserved.

Subdivision II. - Standards

Sec. 62-81. - Compliance.

All sidewalks constructed, reconstructed, rebuilt or repaired within this city within any platted street or alley or otherwise in use or intended for use as a public sidewalk shall meet the standards set forth in this subdivision, except as otherwise provided.

(Code 1991, art. VII, ch. 3, § 101)

Sec. 62-82. - Width and thickness.

All sidewalks shall be five feet in width. However, when an existing sidewalk less than five feet in width is reconstructed, repaired or replaced, such reconstruction, repair or replacement may be of the same width as the existing sidewalk. No sidewalk shall be less than four inches in thickness and, where it crosses existing or proposed driveways or roadways, less than six inches in thickness.

(Code 1991, art. VII, ch. 3, § 102)

Sec. 62-83. - Concrete.

- (a) All sidewalks constructed, reconstructed, rebuilt or repaired shall be of cement concrete composed of properly proportioned, clean fine and coarse aggregate, Portland cement and water, each having such physical properties that when mixed to a homogeneous mass and deposited to a sufficient depth upon the proper subgrade, worked and finished to a smooth and true surface and properly protected against the effects of the elements, and the hardened resulting concrete sidewalk shall sustain, without failure, a compressive load of 3,500 pounds per square inch at the end of 28 days.
- (b) All aggregates shall consist of uniformly graded, clean, hard particles of natural sand, rock fragments of stone or gravel, free from soft stone, coated or nondurable substances. Water used for concrete shall be clean city water and free from injurious amounts of deleterious substances. Cement shall be of durable and usable quality.
- (c) Concrete shall be classified as class A concrete, which is concrete having a compressive strength at 28 days of 3,500 pounds or more per square inch when cured in a moist room at a temperature within the range of 65 to 75 degrees Fahrenheit for a period of 28 days. The quantities of cement and water used shall be not less than six 94-pound bags of cement per cubic yard and not more than 5½ gallons of water per 94-pound bag of cement.
- (d) Concrete must contain approximately six percent of entrained air. The entrained air shall be obtained either by using air-entraining cement, an approved air-entraining admixture, or both as may be necessary in order to ensure full compliance with the requirements of this subdivision. Cement with air-entraining agents shall be Portland cement, type 1A.
- (e) When the air temperature falls to 40 degrees Fahrenheit and is dropping, no concrete shall be poured or placed. Pouring may be started when the temperature is 35 degrees Fahrenheit in the shade and away from artificial heat and is rising. All concrete during the curing shall be protected from freezing by straw, hay or tarpaulins for not less than 72 hours after pouring.
- (f) The city reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete not meeting the specifications will be rejected.

Retempering of rejected concrete for reuse on the job will not be allowed. Water shall not be added to the concrete at any time after concrete is made without specific permission by the city.

- (g) The concrete shall be alternately tamped and struck off with a strike board until all voids are removed and the surface has the required grade and cross section. The surface shall be floated with a wood float followed by a steel float just enough to produce a smooth surface free from irregularities. The surface shall then be brushed, to slightly roughen the surface and remove the finishing tool marks.

(Code 1991, art. VII, ch. 3, §§ 103—106, 111—113)

Sec. 62-84. - Grade; forming of joints and surface edges.

All sidewalks shall be constructed in a thorough and workmanlike manner. The grade of the finished sidewalk shall have a fall toward the street. Joints and surface edges shall be formed to a radius of about one-fourth inch, and the surface shall be finished in such a manner that, when completed, it shall have a neat appearance and a wearing surface equal in roughness to troweling smooth and brushing lightly with a stiff brush or broom.

(Code 1991, art. VII, ch. 3, § 107)

Sec. 62-85. - Subgrade.

All sidewalks shall be laid on at least four inches of a firm, well-compacted subgrade of sand or uniform earth, free from vegetable matter or refuse. The subgrade after grading shall be thoroughly tamped or otherwise compacted to ensure its stability. Any soft, spongy, or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills the subgrade shall be made at least one foot wider on each side than the required width of the sidewalk. All fills shall be of granular material and shall be placed in thoroughly compacted layers not to exceed six inches in depth. Compaction shall be accomplished by the use of mechanical equipment or hand tamps with metal bases. Existing sidewalks or paved areas under proposed sidewalks shall be removed except where the grade will allow at least two inches of granular fill to be placed over them.

(Code 1991, art. VII, ch. 3, § 108)

Sec. 62-86. - Forms.

- (a) Forms for sidewalk shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth of an inch in ten-foot lengths from the true plane surface on the top of the forms when tested with a ten-foot straight edge. Forms must be used for all sidewalk construction. Where a proposed walk abuts existing concrete and the edge of the existing concrete is true to line and grade, the existing concrete with expansion paper will be considered a form for the new sidewalk. Forms shall be of the full depth specified for the walk, securely held in place and true to line and grade. Before placing concrete, forms shall be thoroughly cleaned and oiled.
- (b) Forms shall not be removed from freshly placed concrete until it has set for at least 24 hours. They shall be carefully removed and in such a manner that no damage will be done to the edge of the sidewalk.

(Code 1991, art. VII, ch. 3, §§ 109, 114)

Sec. 62-87. - Construction and expansion joints.

Construction joints spaced not more than five feet apart shall be cut into the sidewalk not less than one inch deep for its full width and shall partially separate adjacent slabs. Expansion joints one-half inch in thickness, composed of some suitable inert material thoroughly impregnated with a bituminous or asphaltic compound, shall be placed between walks at all places where they meet and in intermediate joints at distances not exceeding 30 feet and shall extend from the finished sidewalk surface for the full depth of the walk. Where a sidewalk meets a driveway, an expansion joint shall be placed.

(Code 1991, art. VII, ch. 3, § 110)

Sec. 62-88. - Damage to lawns or driveways.

The contractor shall use extreme care while replacing existing sidewalks or constructing new sidewalks adjacent to existing lawns not to damage the lawns. The contractor shall remove a maximum of 12 inches of sod beyond the edges of the sidewalk. He shall remove the sod after cutting the sod with a square-nosed shovel on a parallel line to the sidewalk. The contractor will be held responsible for all damage to lawns beyond the subgrade of the sidewalk. Any lawn area damaged as a result of the contractor's operations may be repaired by the city at the contractor's expense. When sidewalk replacement is adjacent to concrete driveways, the existing sidewalk shall be removed without damaging the driveway. Expansion joints shall be placed along each edge of the sidewalk, and the sidewalk shall be replaced using the expansion paper at the driveway as forms.

(Code 1991, art. VII, ch. 3, § 115)

Sec. 62-89. - Location.

Any new sidewalk shall be constructed and all old sidewalks shall be repaired, reconstructed and rebuilt within the street right-of-way and 12 inches from the abutting private property line. However, if an old sidewalk is replaced or repaired which is less than 12 inches from the abutting private property line, the distance of the replaced or repaired sidewalk shall be in accordance with the same distance as existed with the old sidewalk from the abutting private property line, and the requirements of sections 62-85 and 62-88 and this section shall be reduced accordingly.

(Code 1991, art. VII, ch. 3, § 116)

Sec. 62-90. - Cleanup work.

Cleanup work for sidewalk construction shall be done as soon as possible following the completion of any section of sidewalk, and in no case shall more than two consecutive days, excluding Sundays and holidays, elapse from the time any section of sidewalk is placed until cleanup is completed.

(Code 1991, art. VII, ch. 3, § 117)

Sec. 62-91. - Advertising.

No advertising or publicity matter shall be permanently incorporated in a sidewalk during construction nor shall advertising or publicity matter be painted on or otherwise applied to a constructed sidewalk.

(Code 1991, art. VII, ch. 3, § 118)

Sec. 62-92. - State design requirements.

All new and rebuilt sidewalks shall be so constructed as to conform to the barrier free design requirements of state law.

(Code 1991, art. VII, ch. 3, § 119)

Sec. 62-93. - Preservation of trees and shrubs.

No sidewalk work shall be conducted so as to injure or destroy any tree or shrub on public or private property except as a matter of necessity as provided in this section. If a literal application of this subdivision would endanger a tree or shrub on private property, permission of the owner shall be sought. If permission is refused or the tree or shrub is on public right-of-way, the city administrator shall investigate the circumstances and shall grant such reasonable and proper deviations from this subdivision as may be necessary to preserve valuable trees and shrubs. Appeal from these administrative decisions may be had to the council by any aggrieved person.

(Code 1991, art. VII, ch. 3, § 120)

Sec. 62-94. - Newly platted or replatted areas.

Sidewalks conforming to this subdivision are required to be provided and maintained in all newly platted or replatted areas of the city at the expense of the abutting property owners.

(Code 1991, art. VII, ch. 3, § 121)

Secs. 62-95—62-120. - Reserved.

DIVISION 3. - MAINTENANCE

Sec. 62-121. - Duty of property owners generally.

The owners of real property within the city shall maintain public sidewalks abutting upon such property, where the property is in a portion of a platted subdivision where other neighboring properties have public sidewalks and, also, where public sidewalks have been constructed or installed abutting upon such property.

(Code 1991, art. VII, ch. 3, § 301)

Sec. 62-122. - Standards generally.

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

(Code 1991, art. VII, ch. 3, § 302)

Sec. 62-123. - Noncompliance; work by city.

If an owner fails to comply with the duties and requirements imposed by this division, the city administrator may repair, reconstruct, and maintain the sidewalk at the initial cost and expense of the city

as a public health and safety measure. The city's cost and expense shall be a debt owing the city from the owner and may be specially assessed pursuant to article III of chapter 58 or other applicable ordinance.

(Code 1991, art. VII, ch. 3, § 303)

Sec. 62-124. - Liability.

The owner of a sidewalk shall be liable over to the city for any and all damages and losses sustained by the city as a result of a claim, if and when:

- (1) The city notifies an owner that the abutting public sidewalk is not maintained as required by issuing a notice to repair;
- (2) The owner fails to comply with the notice within 30 days; and
- (3) A claim is made against the city by suit or otherwise for personal injury or property damage subsequently sustained by any person arising out of faulty maintenance of the sidewalk.

(Code 1991, art. VII, ch. 3, § 304)

Sec. 62-125. - Duty to remove snow from adjacent sidewalks.

The occupant of every lot or premises adjoining any street, or the owner of such lot or premises, if the same are not occupied, or the agent of such occupant or owner having charge of the lot, building or other premises adjacent to or abutting upon said sidewalk, shall remove snow or cause the same to be removed within the periods of time herein limited, to-wit: When snow shall cease to fall during the daylight hours, such snow shall be cleared from the sidewalks within 12 hours after such cessation. When a fall of snow shall have ceased during the nighttime, it shall be cleared from the sidewalks by 6:00 p.m. of the following day.

(Ord. No. 381-06, pt. II, 2-27-2006)

Sec. 62-126. - Duty to remove ice from adjacent sidewalks.

When any ice shall form on any sidewalk, the occupant of every lot or premises adjoining any street, or the owner of such lot or premises, if the same are not occupied, or the agent of such occupant or owner having charge of the lot, building or other premises adjacent to and abutting upon said sidewalk, shall, if practical, immediately remove said ice, or cause the same to be removed; provided, that when immediate removal is impractical, the said owner, occupant or agent shall immediately cause sand or other material approved by the department of public works to be placed upon said ice in such a manner and in such quantities as to prevent the sidewalk from being slippery and dangerous to pedestrians and the ice shall be removed at the earliest possible time thereafter.

(Ord. No. 381-06, pt. II, 2-27-2006)

Sec. 62-127. - Use of snow removal equipment.

No person shall use any mechanically driven vehicle for the removal of snow from sidewalks or other pedestrian easements in the city which will, by virtue of its use for such purpose, damage or tend to damage any sidewalk or improved easement in the city. The use of mechanically driven vehicles for such purpose shall be lawful only where such mechanically driven vehicles due not cause damage as prohibited in this section.

(Ord. No. 381-06, pt. II, 2-27-2006)

Sec. 62-128. - Failure to clear; damage; abatement; lien.

It shall be a violation of this Code for any owner or occupant to fail or neglect to clear ice or snow from the sidewalk as required by sections 62-125 and 62-126. It shall also be unlawful for any person who causes damage to the sidewalks in violation of section 62-127. Such conduct shall be deemed a municipal civil infraction and shall also be deemed to constitute the creation or maintenance of a public nuisance under chapter 1, subsection 1-7(f) of this Code of Ordinances. In addition, the director of public works may cause the same to be cleared and the expense of removal shall become a debt to the city from the occupant or owner of such premises and shall be collected as any other debt to the city and also in accordance with article III of chapter 58, or other applicable ordinances.

(Ord. No. 381-06, pt. II, 2-27-2006)

Secs. 62-129—62-149. - Reserved.



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: March 15, 2021

RE: Sidewalk Replacement Program

SIDEWALK REPLACEMENT PROGRAM – the 2021 project area is the residential area south of 11 Mile/I-696 and the commercial corridor of Southfield Road have been identified for this year's sidewalk program. Letters will be going out to property owners.

Instead of the Special Assessment Process, it is being recommended to amend to amend the sidewalk ordinance to allow for notification to the property owner and allowing the owner a reasonable time (not less than 10 days) to complete the repairs.

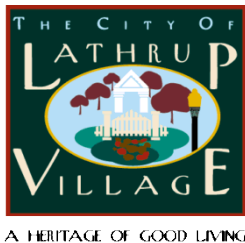
If the repairs are not undertaken, the city can move forward with the repairs at city expense to address this as a public health and safety measure. The cost of the repairs shall be charged about the adjacent property owner.

For the 2021 Sidewalk program, it is being recommended to allow the property owners to contract for the repairs themselves; pay the full amount upon invoice; or divide the payments over 2 years.

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

Suggested Motion:

Adopt the Attached Resolution to Adopt the 2021-2023 Sidewalk Replacement Program



CITY OF LATHRUP VILLAGE

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

SIDEWALK REPLACEMENT PROGRAM OUTLINE

- City Ordinance (Sec. 62.122) requires that sidewalks be maintained in a reasonable repair and a safe condition. Defects are required to be replaced or repaired by the abutting property owner
- The property owners abutting the sidewalks requiring repair/replacement have the option to either:
 - Do the work themselves or hire contractor for the repairs; requires obtaining a permit
 - Participate in the City Sidewalk Program (permit fees are waived); and either:
 - Pay the full amount upon notification of cost/invoice
 - Divide the payments over 2 years
- **3 Year Program***

Year	Residential Area	Business Area
Year 1 – 2021	South of I-696/11 Mile (east and west of Southfield Rd)	Southfield Corridor (from Lincoln to 12 Mile)
Year 2 – 2022	East of Southfield Rd	11 Mile Rd and 12 Mile Rd (East of Southfield Rd)
Year 3 – 2023	West of Southfield Rd	11 Mile Rd and 12 Mile Rd (West of Southfield Rd)

**Areas included in Years and 2 and 3 may be subject to change*

- **Sidewalk Flags** – sidewalk flag replacement cost will be based on prices provided by successful bid (estimated at \$125 - \$150)
- **Sidewalk Defect** – in accordance with the Sidewalk Replacement Program Marking Key identifying criteria for: stubbers, cracked, drainage, holes/pitting, scaling, slope, and other defects
- **Tree Roots** – the sidewalk repair/replacement may require the tree roots to be shaved in order to level the sidewalk flag. The cost (est. \$100) will be the responsibility of **City of Lathrup Village or Property Owner**.
- **Administration Fee** – 10% for participating in the city program (or as approved by Council)
- **Finance Charge** - 5% annual fee for carrying a balance (or as approved by Council)

Revised 3/15/2021

CITY OF LATHRUP VILLAGE SIDEWALK REPLACEMENT PROGRAM

Proposed Schedule

March– April 2021 – City staff will be marking flags which meet the criteria detailed in the Sidewalk Replacement Program Standard Operating Procedures. A request for Proposals (RFP) for cement contractors will be drafted and released by the end of April.

Early May 2021 – RFPs are due. The City contractor is selected, and a contract is drafted for consideration by City Council.

Late May 2021 – Letter to property owners with the amount owed and notice of public hearing.

May 17 or June 21, 2021 – The contract is presented to City Council for approval. There will also be a Public Hearing at this meeting.

June 2021 – Notice of bid award; signing of contract; pre-construction conference

July/August 2021 – Contractor to begin work.

September/October 2021 - completion of project

Should the property owner's sidewalk need repair or replacement, they will be given two options to ensure your sidewalk is safe and in compliance with the City's ordinances.

Option 1: Have the City's contractor perform the work. This avoids the cost of having to obtain a permit and will be based on the actual cost of the replacement work (at the City's volume discounted rate). Should they choose this option, the amount you are responsible for can either be paid up front or they will be billed when work is complete (**approximately October 2021**). They will have the option of making the payment over two years. Outstanding balances not paid by December 2021, will be placed on the Summer 2022 tax bill.

Option 2: Perform the work yourself or hire a contractor of your choice. Should you choose this option, you must notify the City who your contractor is by June 11, 2021 and pull the required permits. If work is not completed by **August 31, 2021**, the City's contractor will do the work and you will be billed upon completion (approximately October 2021). Outstanding balances not paid by December will be placed on the Summer 2022 tax bill.

Updates and Project Information: The City has setup an Infrastructure project page on our website (www.lathrupvillage.org) to provide detailed information on the Sidewalk Replacement Program, upcoming capital improvement projects.

Questions: Please contact Susie Stec, Director – Community & Economic Development at sstec@lathrupvillage.org or 248.557.2600 ext.223.



City of Lathrup Village

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Lathrup Village, Michigan 48076
248.557.2600
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March 15, 2021

Re: Sidewalk Replacement Program

Dear Property Owner:

As you may be aware, the City intends to undertake many capital improvements over the course of the next three (3) years. Your safety is of paramount importance to us. Our city ordinance (Section 62.122) requires that sidewalks be maintained in a safe condition and defects are required to be replaced or repaired. One of the first projects we will be initiating in your area is a **Sidewalk Replacement Program**. The goal of this program is to provide a safe and level surface for pedestrians that is free from trip hazards.

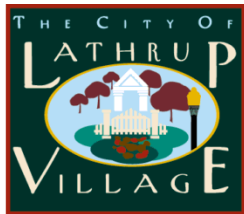
In Year One (2021-22) of the Sidewalk Replacement Program, the focus will be in the neighborhoods south of 11 Mile/I-696 from Santa Barbara to east of Lathrup Boulevard, as well as in the commercial properties along Southfield Road.

The City previously conducted an initial evaluation of the sidewalks in your area to confirm they are in a safe condition. A copy of the sidewalk ordinance (62-122) and a "marking key" are attached for your review. Now that the snow has melted, sidewalk "flags" in need of replacement will be marked. A typical flag costs \$125 - \$150 to replace. Initial cost estimates will be available in April/June and finalized in May/June. Property owners will be notified of the estimated costs and will have an opportunity to review the proposed repair and cost associated with their property.

Here is the *proposed* Sidewalk Replacement Program schedule:

March– April 2021 – City staff will be marking flags which meet the criteria detailed in the Sidewalk Replacement Program Standard Operating Procedures. A request for Proposals (RFP) for cement contractors will be drafted and released by the end of April.

Early May 2021 – RFPs are due. The City contractor is selected, and a contract is drafted for consideration by City Council.



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May 17 or June 21, 2021 – The contract is presented to City Council for approval. There will also be a Public Hearing at this meeting.

July/August 2021 – Contractor to begin work.

Should your sidewalk need repair or replacement, you will have two options available to you to ensure your sidewalk is safe and in compliance with the City's ordinances.

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

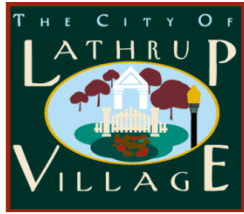
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Updates and Project Information: The City has setup an Infrastructure project page on our website (www.lathrupvillage.org) to provide detailed information on the Sidewalk Replacement Program, upcoming capital improvement projects, and a real-time GIS project map.

On a final note, to help the City coordinate work throughout the community and avoid having to tear out new work, please complete the Water Service Line Materials Survey. Instructions are enclosed for your convenience. Your assistance in identifying your water service line is greatly appreciated. If you have any questions, please contact Susie Stec, Director – Community & Economic Development at sstec@lathrupvillage.org or 248.557.2600 ext.223.

Sincerely,

The City of Lathrup Village



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Sidewalk Replacement Program Marking Key

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

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



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: March 15, 2021

RE: Master Services Agreement for the Operation of the Department of Water & Sewer and CIP Projects with Sunde Building

The City of Lathrup Services has utilized Sunde Building for the water and sewer services for many years. The operators, Buster Sunde and Randy Baldwin, are contracted to provide DPS services through Lathrup Services.

The Agreement officially retains Sunde Building for Water and Sewer Projects in general, and for specific projects related to the Capital Improvement Projects:

- Check for Water Leaks
- Infrastructure maintenance, general repairs and replacement
 - Water Main & Water System
 - Sewer
 - Storm Sewer
 - Curb Box
 - Gate Valve
 - Manholes
- Storm water drainage
- Culvert/Ditch/Stormwater Investigations/Cleaning (at request of City/Contractor)
- Fire Hydrants – repair, replace, maintain/flush
- Gatewell (raise, repair)
- Catch basin inspection/repair (at request of City/Contractor)

Other functions which are usual for a municipal department of water and sewer

Suggested Motion:

MOTION TO APPROVE the Master Services Agreement for the Operation of the Department of Water & Sewer and Identified Capital Improvement Projects with Sunde Building

MASTER SERVICES AGREEMENT FOR THE OPERATION OF DEPARTMENT OF WATER & SEWER FOR THE CITY OF LATHRUP VILLAGE

This Master Services Agreement (Agreement) is made on April 1, 2021 (Effective Date), by and between Sunde Building, Inc. (Service Provider), whose address is 1224 East Windemere, Royal Oak, MI 48073, and City of Lathrup Village, (City), whose address is 27400 Southfield Road, Lathrup Village, MI 48076.

RECITALS

1. Service Provider is in the business of public work services.
2. The City desires to engage Service Provider, and Service Provider desires to be so engaged, for the provision of services in accordance with the terms and conditions contained in this Agreement.

For valid consideration received, the parties agree as follows:

1. *Services.* During the Term (as defined below) of this Agreement, Service Provider shall perform those services set forth on Exhibit A, in accordance with the terms and conditions contained in this Agreement (Services).
2. *Payment.* The City shall pay Service Provider for the Services provided according to the Schedule of Fees provided annually. On the written agreement of both parties, the Schedule of Fees may be amended from time to time during the Term of this Agreement. The City will pay each invoice submitted to it by Service Provider no later than 30 days from the date the invoice is received.
3. *Term and Termination.* This Agreement shall commence on the Effective Date and shall continue for an initial term of one year (Initial Term). The Initial Term shall be extended for consecutive one-year periods unless either party provides written notice of its intent to terminate this Agreement as provided to the other not less than 60 days before the end of the then-current Term. The Initial Term as the same may be extended shall constitute the "Term." Notwithstanding the foregoing, either party may terminate this Agreement (1) on mutual written agreement of the parties, (2) on the occurrence of any breach of this Agreement that is not cured within 30 days after receipt of written notice of the breach, (3) if either party is declared bankrupt or insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed or any proceedings are commenced, voluntarily or involuntarily, by or against either party under any bankruptcy or similar law, or (4) The City may terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing to the contractor. If this Agreement is terminated, the obligations of Service Provider and the City

shall terminate, other than the City's obligation to provide earned and unpaid compensation to Service Provider for Services performed before the termination date.

4. Independent Contractor. The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the parties will be considered to form a partnership, employment relationship, or any other relationship except that of independent contractor. In performance of the Services under this Agreement, Service Provider is an independent contractor with the authority to control and direct the performance of the Services.

5. Taxes, Benefits, and Expenses. Service Provider is responsible for all expenses connected with the performance of the Services to the City under this Agreement. Service Provider shall be solely responsible to pay all applicable federal, state, and local taxes and to file all related returns and reports in connection with the performance of Services to the City under this Agreement. Service Provider acknowledges that the City has no obligation to and will not withhold taxes of any kind or nature with respect to the Services performed by Service Provider. Service Provider shall indemnify and hold the City harmless to the extent of any obligation of the City to pay any taxes, whether income or otherwise, including any withholding taxes, social security taxes, unemployment taxes, or disability insurance or similar items in connection with any payments made to Service Provider by the City.

6. Insurance. Service Provider shall purchase and maintain throughout the Term statutory worker's compensation and commercial general liability insurance covering bodily injury, property damage, premises operations, completed operations, and contractual liability, each of which insurance policies shall have limits reasonably satisfactory to City. Service Provider shall also maintain automobile insurance coverage on the vehicle(s) its employees use in the course of the performance of Services to the City under this Agreement. The insurance shall be in the amount, with coverage and from an insurance City satisfactory to City. Service Provider shall maintain coverage without interruption from the Effective Date of this Agreement until the date of termination of this Agreement; *provided, however*, the coverage provided under all policies must be issued on an occurrence basis. At the request of the City, the City shall be added as an additional named insured on any insurance policy. Additionally, Service Provider shall furnish the City with a copy of certificates of insurance, which shall contain an obligation of the carrier to notify the City at least 30 days in advance of any cancellation or nonrenewal of the policy.

List of required insurance:

- a. Worker's Compensation Coverage A;
- b. Employer's Liability Coverage B;
- c. Commercial General Liability in the minimum limit of \$1 million;
- d. Automobile Liability in the minimum limit of \$1 million;
- e. Environmental Insurance or Pollution Liability in the minimum amount of \$1 million;

- f. Excess and Umbrella Liability;
- g. Owners & Contractors Protective Liability in the minimum amount of \$1 million.

7. *Confidentiality.* Neither party shall use, exploit, or make known to any person or business entity, any information directly or indirectly received by a party or acquired pursuant to the relationship created by this Agreement, including, without limitation, information relating to business affairs, data, designs, manuals, training materials and documentation, formulas, ideas, inventions, knowledge of manufacturing processes, methods, prices, financial and accounting data, timekeeping data, products and product specifications, systems and technical information (Confidential Information). Notwithstanding the foregoing, the Service Provider and the City shall each be permitted to disclose Confidential Information of the other to its own employees, subcontractors, accountants, attorneys, and other agents and its affiliates or subsidiaries to the extent the disclosure is reasonably necessary for the performance of its duties and obligations or the enjoyment of its rights under this Agreement; *provided, however*, that Service Provider and the City shall be responsible for any violation of the confidentiality obligations set forth in this Agreement by any permitted third parties to which it provides Confidential Information.

9. *Materials.* It is anticipated that materials such as gravel, salt, sand and the like will be used by the Service Provider on City jobs. The City will have the obligation to purchase all such materials. When the materials are delivered to the service yard, the Service Provider shall sign all delivery receipts and submit the signed delivery receipts along with its monthly report.

10. *Monthly Invoices.* Service Provider shall provide to the City Administrator a monthly invoice. The monthly invoice shall consist of a listing of all work performed during the last thirty days. Payment shall be made as set forth in paragraph 2.

It is specifically understood that any work not on the regular City maintenance list must be pre-approved by the City Administrator or his/her designee.

11. *Files and Records.* Any and all files and records of work performed by the Service Provider shall remain under the ownership of the City. The Service Provider shall maintain a copy of all work records at the DPS Building in appropriately labeled filing cabinets or within a computer program for which the City has been provided all access codes.

12. *Subcontractors.* The City and Service Provider shall review a list of proposed subcontractors which the Service Provider may use in the normal course of its duties. The City shall review the use of all subcontractors, except for those that may be called for emergency services. All subcontractors shall invoice the Service Provider who will then include that invoice with its monthly payment request.

13. *Reasonableness.* Service Provider acknowledges and agrees that Service Provider has weighed all the facts, conditions, and circumstances pertaining to this Agreement, has been

afforded an opportunity to consult with counsel of its choice concerning this Agreement and its legal effect, and acknowledges that all of the provisions of this Agreement are reasonable. Service Provider shall not contest the validity of any provision of this Agreement and waives any and all rights that Service Provider may have to bring any claim, action, or suit or to raise any defense regarding the validity and reasonableness of this Agreement or any of its provisions.

14. Indemnification.

(a) Service Provider shall indemnify, defend, and hold the City, its affiliates, and their respective officers, directors, council, members, employees, agents, and other representatives harmless from and against all claims, losses, expenses, liabilities, demands, obligations, or damages of every kind and nature (including, without limitation, reasonable attorney fees and expenses) (Losses), arising out of or related to (i) any act or omission of Service Provider or (ii) any breach of this Agreement by Service Provider.

(b) The City shall indemnify, defend, and hold Service Provider, its affiliates, and their respective officers, directors, council, members, employees, agents, and other representatives harmless from and against all Losses arising out of or related to (i) any act or omission of the City or (ii) any breach of this Agreement by City.

15. Force Majeure. If either party is prevented or delayed in the performance of any of its obligations under this Agreement due to Force Majeure (defined below), that party will provide written notice to the other party specifying the nature and expected duration of the Force Majeure. The performance of the party invoking Force Majeure with respect to any obligation will be excused and the time for performance extended, but only for the period of delay or inability to perform due to Force Majeure. If the total of any period of delay or inability to perform due to Force Majeure asserted by either party during the Term equals or exceeds 30 consecutive days, the other party will have the right, at its option, to either terminate this Agreement by written notice or to continue to excuse the first party's performance for the period of any delay or inability to perform due to Force Majeure. As used in this Agreement, "Force Majeure" shall mean any act of God, fire, casualty, flood, war, strike, lockout, labor trouble, or any other circumstances beyond the reasonable control of the party asserting it that prevents or delays the performance of any of its obligations under this Agreement.

16. Assignment. The rights and obligations conferred under this Agreement may not be assigned by either party without the prior written consent of the other party. Any attempted assignment in violation of this Section 13 is null and void.

17. Notices. Any notice required or permitted to be given under this Agreement must be in writing and may be delivered in person, by registered mail, facsimile, or by overnight courier addressed to the respective party at the address set forth in the introduction of this Agreement or a changed address as may be given by a party to the other by written notice. Any notice will

be considered to have been given when personally delivered or five business days after the date of mailing or one business day after the date of forwarding if sent by facsimile or overnight courier.

18. *Binding Agreement; Successors.* This Agreement will be binding on, inure to the benefit of, and be enforceable by the successors and assigns of the parties; provided, however, that no assignment of this Agreement will be effective without the express written consent of the other party.

19. *Governing Law.* This Agreement is a contract made under, and shall be governed by and construed in accordance with, the laws of the State of Michigan without giving effect to its choice-of-law principles. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in any court sitting in Oakland County of the State of Michigan, and each of the parties submits to and accepts generally and unconditionally the exclusive jurisdiction of those courts with respect to it and its property and irrevocably consents to the service of process in connection with any action or proceeding by personal delivery or by the mailing by registered or certified mail, postage prepaid to its address first set forth above. Nothing in this Agreement shall affect the right of any party to serve process in any other manner permitted by law. Each party irrevocably waives any objection to the laying of venue of any action or proceeding in the above described courts.

20. *Cost of Enforcement.* Each party shall pay all costs and expenses, including reasonable attorney fees, incurred by the other party in enforcing the provisions of this Agreement or in recovering any claims or damages arising from a breach of this Agreement if the other party is successful in its action.

21. *Waiver.* The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach.

22. *Survival.* The provisions of Sections 5, 7, and 14 shall survive the termination of this Agreement or any relationship between the parties for the period set forth in that Section, and if not set forth, indefinitely.

23. *Severability.* If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid and unenforceable as written, that provision will be deemed modified in a manner consistent with the intent of the original provision, so as to make it valid and enforceable. This Agreement, and the application of the

provision to persons or circumstances other than those with respect to which it would be invalid or unenforceable, shall not be affected.

24. *Entire Agreement.* This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other agreements and understandings, both written and oral, of the parties relating to the subject matter of this Agreement.

25. *Counterparts; Facsimile.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, and a facsimile or electronic version of this Agreement or of a signature of a party will be effective as an original.

The parties have executed this Agreement as of the Effective Date.

SERVICE PROVIDER:

SUNDE BUILDING, INC.

A Michigan limited liability company

By: /s/ _____

Bjerne Sunde

Its: Member

CITY OF LATHRUP VILLAGE:

A Michigan Municipal Corporation

By: /s/ _____

Mykale Garrett

Its: Mayor

SUNDE BUILDING, INC.**EXHIBIT A****Scope of Services**

Revised April 1, 2021

The Service Provider shall supply the following services to the City by way of illustration but not limitation:

GENERAL WATER & SEWER SERVICES

- Check for Water Leaks
- Infrastructure maintenance, general repairs and replacement
 - Water Main & Water System
 - Sewer
 - Storm Sewer
 - Curb Box
 - Gate Valve
 - Manholes
- Storm water drainage
- Culvert/Ditch/Stormwater Investigations/Cleaning (at request of City/Contractor)
- Fire Hydrants – repair, replace, maintain/flush
- Gatewell (raise, repair)
- Catch basin inspection/repair (at request of City/Contractor)
- Other functions which are usual for a municipal department of water and sewer.

EXHIBIT B
Schedule of Work Related to Capital Improvement Projects 2021-2024

The City shall pay the Service Provider per month upon the submission of the appropriate invoice and other proper documentation.

Lead & Copper Exterior Verification – Water Service Line Material Identification
Labor & Materials: \$550.00 each

(Estimated total of 1,500. Projected estimate of 500 each year for 3 years)

- Physical and Visual inspection of both the public and private side of the service lead
- Locate and document city curb stops
- Expose the water service line a minimum of 18" on each side of the curb stop (public and private side).
- Document the existing service line material on each side of the curb stop. Documentation to include property address, public or private side material (lead, copper, galvanized, plastic, other), verification picture, and service size.
- Excavation material to be removed and backfill ~~the excavation~~ with compacted sand.
- Install 2" of topsoil, seed, and mulch all disturbed areas.

Curb/Stop Box
\$75 each

- In the event the existing curb box is broken (existing condition) or damaged due to the excavation, the cost to remove and replace with a new curb box is approximately \$75 each.

Sidewalk Removal / Replacement
\$200 per sidewalk flag (5' x 5')

- In the event concrete sidewalks are required to be removed and replaced in order to verify the material, the cost for removal and replacement is estimated at \$200 for each location.

Water Main Replacement

- Year 1 (2021): The water mains along both Wiltshire and San Rosa from Southfield Road to Lathrup Boulevard will be replaced. These mains have experienced numerous breaks in the past 5 years. Included is the installation of new gate valves and hydrants along with new water service leads from the water main to the curb stop. If any residential services are known to contain lead or galvanized materials, they shall be replaced prior to or concurrently with the

project. Temporary pavement repairs will be installed and the road is scheduled for repairs in 2022.

- Year 2 (2022): The water main along Goldengate from 11 Mile Road to east California will be replaced. This main has experienced numerous breaks in the past 5 years. Included is the installation of new gate valves and hydrants along with new water service leads from the water main to the curb stop. If any residential services are known to contain lead or galvanized materials, they shall be replaced prior to or concurrently with the project. The majority of this water main will be installed in the greenbelt along the east side of the road.
- Year 3 (2023): Bloomfield from LaCrosse to Sunset is a new main intended to connect two existing mains and provide a looped system and increase pressure.
- Year 3 (2023): Glenwood from Santa Barbara to Sunset will be replaced. This main has experienced numerous breaks in the past 5 years. Included is the installation of new gate valves and hydrants along with new water service leads from the water main to the curb stop. If any residential services are known to contain lead or galvanized materials, they shall be replaced prior to or concurrently with the project.

Fire Hydrants

- Approximately 60% of the City's fire hydrants were installed prior to 1930. Many hydrants require either refurbishment or replacement and will be field determined. Each hydrant may / will require different parts to refurbish or replace. It is proposed to replace / refurbish an average of 40 fire hydrants per year. Work will also include backfill with existing excavated materials and landscape restoration. New hydrants will also be installed in certain locations in order to provide increased fire protection.

Gate Valves

- Approximately 60% of the City's gate valves were installed prior to 1930. Many gate valves require either refurbishment or replacement and will be field determined. It is proposed to replace / refurbish an average of 54 gate valves per year. Gate valves located in greenbelts will be installed with a gate box whereas valves located in pavements will be installed in a gate well. Work will also include backfill with existing excavated materials and landscape restoration. New gate valves will be installed at various locations in order to provide better isolation of the water mains.

EXHIBIT B
Schedule of Work Related to Capital Improvement Projects 2021-2024

Job	Labor Price	Materials	Mat. Price
Remove old hydrant, install conversion hydrant	\$550.00	5-1/2' conversion hydrant	\$2,770.00
Excavate, Install new 5-1/2' hydrant, valve, d-box	\$1,250.00		
		On 6" main	\$3,639.00
		On 8" main	\$3,700.00
Refurbish and grease exsisting hydrant	75-475	materials	40-200
Install new gate valve with d-box	\$950.00	material cost for 6"	\$1,102.00
		material cost for 8"	\$1,639.00
Install new gate valve and man hole	\$1,500.00	materials	\$2,740.00
Rebuild gate valve in man hole	\$475.00	materials	75-300
Excavate and rebuild gate well with d-box	\$675.00	materials	75-300

**SUNDE BUILDING INC.
1224 E. WINDEMERE
ROYAL OAK, MI 48073
248-866-7764**

City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076
Attn: Dr. Sheryl L. Mitchell, City Administrator

December 8, 2020

Dear Dr. Mitchell,

Sunde Building Inc. is submitting this quote for water service line material verification inspections in the City of Lathrup Village. It is our understanding that up to 1,638 services may require physical / visual inspection for both the public and private side of the service lead.

Based on our understanding of the work required, Sunde Building proposes to:

- Locate and document city curb boxes.
- Excavate and remove clay spoils from the site.
- Expose the water service line a minimum of 18" on each side of the curb stop (public and private side).
- Document the existing service line material on each side of the curb stop. Documentation to include property address, public or private side material (lead, copper, galvanized, plastic, other), verification picture, and service size.
- Backfill the excavation with compacted sand.
- Install 2" of topsoil, seed, and mulch all disturbed areas.

Labor & Materials \$550.00 Each

- In the event concrete sidewalks are required to be removed and replaced in order to verify the material, the cost for removal and replacement of 4" concrete sidewalks is approximately \$200 per sidewalk flag (5' x 5').
- In the event the existing curb box is broken (existing condition) or damaged due to excavation, the cost to remove and replace with a new curb box is approximately \$75 each.

Respectfully Submitted,

Buster Sunde, President
Sunde Building Inc.



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: March 15, 2021

RE: Professional Services Agreement - Giffels Webster - Engineering and Contract Management Services - 2021-23 CIP Projects

The City of Lathrup Village has contracted with Giffels Webster for engineering and contract managements services since 2010.

The attached proposal outlines an Agreement for Professional Services relative to the 2021-2023 Capital Improvement Bond Issue.

The projects include:

- Water Main Replacement
 - o 2021 San Rosa and Wiltshire
 - o 2022 Goldengate
 - o 2023 Bloomfield and Glenwood
- Material Distribution System Inventory
- Lead and Galvanized Water Service Abatements
- Sewer Repairs
- Hydrant Refurbishment / Replacement
- Gate Valve Refurbishment / Replacement
- Retention Tank Basin Upgrades
- Water Meter Replacement

Suggested Motion:

MOTION TO APPROVE The Professional Services Agreement with Giffels Webster for Engineering and Contract Management Services for the 2021-23 Capital Improvement Projects and authorize the Mayor and City Administrator to sign the Agreement and Related Documents.



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is effective as of 03/15/2021, between Giffels Webster located at 1025 E. Maple Road, Suite 100, Birmingham, MI 48009 and the following person or entity ("Client"):

Client name and address:	City of Lathrup Village 27400 Southfield Road Lathrup Village, MI 48076	
Client contact and phone no:	Dr. Sheryl Mitchell - Theriot City Administrator Phone 248-663-6025	Email: smitchell@lathrupvillage.org Mobile n/a
Project Name:	2021 – 2023 Capital Improvement Bond Issue	Project No.: Various
Site Area:	N/A	Location: City Wide

The Client and Giffels Webster enter into this Agreement for certain professional consulting and related services to be provided by Giffels Webster in relation to the above Project ("Project"). The parties agree as follows:

I. PROJECT DESCRIPTION

Provide design services for the water main replacement projects to include topographic surveying, construction plan preparation, and permitting, along with administration assistance on many of the CIP projects. Many of the projects identified below will require administration assistance by Giffels Webster. Geographic Information System (GIS) assistance is included in the overall management of these projects. These projects include:

- Water Main Replacement
- Distribution System Material Inventory
- Lead and Galvanized Service Abatement
- Sewer Repairs
- Hydrant Refurbishment / Replacement
- Gate Valve Refurbishment / Replacement
- Retention Tank Upgrades
- Water Meters
- Sidewalks and Ditching – Is not included since these will be individual projects

Fees based on a Time and Material basis are our best estimate as to the amount of work required to complete the task and may / will vary as we have no control over the Contractor's operations and schedule.

II. BASE SCOPE OF SERVICES

Giffels Webster will provide consulting services for the Project, as summarized in Exhibit A | Scope of Services. Only those services summarized Exhibit A | Scope of Services are included in this Agreement. Giffels Webster and the Client agree that services not identified in Exhibit A | Scope of Services are not the responsibility of Giffels Webster unless provided for under a separate agreement.

III. COMPENSATION

The fees associated with each task identified in our scope of services are summarized below. The Client shall pay all of the costs of review, inspection, zoning, assessment, permit and bond fees, capital/lateral charges, tap fees, as well as any other fees not specifically covered by the terms of this Agreement.

2021 Water Main Replacement Program (San Rosa and Wiltshire)

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Topographic Surveying	Time & Material	\$ 4,750
2. Final Design	Lump Sum	\$ 16,625
3. Bidding Documents	Each	\$ TBD
4. Construction Engineering		
a. Contract Administration	Time & Material	\$ 3,260
b. Construction Inspection	Time & Material	\$ TBD
c. Construction Layout	Time & Material	\$ TBD
d. Material Testing	Time & Material	\$ TBD
5. Permitting	Time & Material	\$ 420
6. Record Drawings	Time & Material	\$ 2,375

2022 Water Main Replacement Program (Goldengate)

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Topographic Surveying	Time & Material	\$ 4,375
2. Final Design	Lump Sum	\$ 15,312
3. Bidding Documents	Each	\$ TBD
4. Construction Engineering		
a. Contract Administration	Time & Material	\$ 3,260
b. Construction Inspection	Time & Material	\$ TBD
c. Construction Layout	Time & Material	\$ TBD
d. Material Testing	Time & Material	\$ TBD
5. Permitting	Time & Material	\$ 420
6. Record Drawings	Time & Material	\$ 2,188

Notes:

-San Rosa, Wiltshire, and Goldengate are being designed and permitted together to save some fees.

-The City will contract directly with Sunde services for the water main installation and therefore, certain work items will not be required and are determined (TBD).

2023 Water Main Replacement Program (Bloomfield and Glenwood)

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Topographic Surveying	Time & Material	\$ 4,175
2. Final Design	Lump Sum	\$16,122
3. Bidding Documents	Each	\$ TBD
4. Construction Engineering		
a. Contract Administration	Time & Material	\$ 3,460
b. Construction Inspection	Time & Material	\$ TBD
c. Construction Layout	Time & Material	\$ TBD
d. Material Testing	Time & Material	\$ TBD
5. Permitting	Time & Material	\$ 420
6. Record Drawings	Time & Material	\$ 2,388

Material Distribution System Inventory

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Project Coordination	Time & Material	\$16,370
2. Interior Verifications	Time & Material	\$16,100
3. Exterior Verifications	Time & Material	\$ 31,740

Lead and Galvanized Water Service Abatements (\$500,000)

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Project Coordination, 5%	Time & Material	\$ 25,000

Sewer Repairs

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Construction Documents	Lump Sum	\$ 5,187
2. Bidding Documents	Each	\$ 3,591
3. Construction Engineering		
a. Contract Administration	Time & Material	\$ 7,980
b. Construction Inspection	Time & Material	\$ 23,310
c. Material Testing	Time & Material	\$ 3,000
4. Record Drawings	Time & Material	\$ 1,596

Hydrant Refurbishment / Replacement (\$545,000)

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Project Administration, 5%	Time & Material	\$ 27,250

Gate Valve Refurbishment / Replacement (\$960,000)

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Project Administration, 5%	Time & Material	\$ 48,000

Retention Tank Basin Upgrades (\$500,000)

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Project Administration, 5%	Time & Material	\$ 25,000

Water Meter Replacement (\$860,000)

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Project Administration, 2%	Time & Material	\$ 17,200

IV. REIMBURSABLE EXPENSES

Giffels Webster's fees, as outlined in Section III, do not include certain reimbursable expenses, which include shipping, handling, postage and delivery fees or out of town travel not identified as included above. This also includes outside reproduction of drawings, reports or other deliverables not being used internally by Giffels Webster for the completion of our effort. Subconsultant costs, if not expressly included in the scope of work outlined above, are also considered reimbursable expenses. The Client agrees to reimburse Giffels Webster for said fees at cost plus ~~15%~~ 5%.

V. INVOICING

Time and material portions of this Agreement will be invoiced in accordance with Exhibit B | Bill Rate Schedule. Lump-sum portions will be invoiced on a percentage completion-to-date basis.

Progress invoices for all work will be submitted to the Client monthly and a final bill will be submitted upon completion of the services. Each invoice will be considered due within 30 days of the invoice date, and past due thereafter. Client agrees that all invoices will be reviewed with any requests for amendments or clarifications forwarded in writing to Giffels Webster within 30 days of the date of the invoice. It is further agreed that all invoices 30 days past due cannot be contested.

Payment not received within 60 days of the date of the invoice is subject to a 5% penalty fee. Giffels Webster reserves the right to suspend and terminate work under this Agreement upon failure of the Client to pay invoices as due.

VI. STANDARD OF CARE

All services performed by Giffels Webster will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances at the same time and in the same locality. No warranty, express or implied, is made or intended by this proposal to provide consulting services.

The Client recognizes that actual conditions may vary from those encountered at the location where feasibility studies or surveys are made by Giffels Webster and that Giffels Webster's data, interpretations and recommendations are based solely on the information readily available. To the extent that Giffels Webster performs any services to researching the location of underground services, Giffels Webster shall use reasonable means to identify and locate underground utilities and structures, such as complying with Miss Dig and reviewing existing, available facility drawings provided by franchise and public utility agencies.

VII. LIABILITY

Giffels Webster and its agents, staff and contracted consultants are protected by worker's compensation insurance. Giffels Webster has such coverage under public liability, professional liability and property damage insurance policies which it deems to be adequate. Giffels Webster shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Giffels Webster and Giffels Webster's officers, directors, partners, employers, agents, and contracted consultants to the Client and anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Giffels Webster or Giffels Webster's officers, directors, partners, employees, agents, or contracted consultants shall not exceed the total compensation received by Giffels Webster under this Agreement.

The means, methods and selection of technologies used in the collection of field data is at the sole discretion of Giffels Webster. The Client understands that some technologies automatically collect data that may not be required by Giffels Webster to complete the services included in this Agreement. The Client further understands that Giffels Webster does not review data that is not directly related to the scope of services including in this Agreement, and Client agrees that Giffels Webster has no responsibility to do so and that Giffels Webster has no responsibility to advise Client of any deficiencies that might be found if that data were reviewed.

Any unauthorized deviations from the plans, specification or contract documents by the contractor or the Client shall be their responsibility and not that of Giffels Webster. Giffels Webster shall not be liable to Client for any indirect or consequential damages whatsoever, whether such liability arises in contract or warranty, tort, including negligence, strict or statutory liability, or any other cause of action. Giffels Webster shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work. Giffels Webster shall not be responsible for failure of any Contractor to perform or furnish the work in accordance with the Contract Documents.

VIII. PUBLIC AGENCY APPROVALS

Giffels Webster shall not be liable for damages resulting from the actions or inactions of public agencies including, but not limited to, permit processing, environmental impact reports, zoning matters, use or conditional use permits and building permits. Giffels Webster shall only act as an advisor to the Client in the governmental and public relations aspects of the Project.

Client understands that if construction documents are bid and/or awarded prior to the completion of public agency reviews, there may be increases in construction costs and change orders for which Giffels Webster has no responsibility. Client agrees to pay for any increased construction or design costs due to the Project being fast-tracked.

IX. INSTRUMENTS OF SERVICE

The Client acknowledges that Giffels Webster's drawings, plans, specifications, and other similar documents, whether in written, graphic, or electronic form, are instruments of professional service (the "Instruments") and not products. Giffels Webster and its contracted consultants shall be deemed the authors and owners of their respective Instruments and shall retain all common law, statutory and other reserved rights, including copyrights and trademarks. Upon full payment of Giffels Webster's compensation for this Project, a license to use the Instruments shall be transferred to the Client.

Giffels Webster shall not be deprived of the right to retain reproducible copies of the Instruments and the right to reuse information contained in them in the normal course of Giffels Webster's practice. The Client recognizes that the Instruments shall not be reused for additions, modifications, or renovations on this Project or for any new project without the written approval of Giffels Webster. The Client agrees to waive any claim against Giffels Webster and to defend, indemnify, and hold the Giffels Webster harmless from any claim or liability for injury or loss allegedly arising from any reuse of the Instruments by the Client or any agent of the Client without Giffels Webster's approval. The Client further agrees to compensate Giffels Webster for any time spent or expenses incurred in defense of any such claim, in accordance with Giffels Webster's prevailing fee schedule and expense reimbursement policy at the time of such claim and to pay Giffels Webster's reasonable attorney fees incurred in the defense of such claim.

CADD files and other electronic data shared by Giffels Webster ("Data") are components of the Instruments and are only for the Client's benefit on the specific project and for a specific use. The Client agrees that the delivery of Data does not in any way provide or imply an express warranty or guarantee to anyone that all dimensions and details are exact or to indicate that the use the Data implies the review and approval by Giffels Webster for any future use.

The Client hereby agrees that it will only rely upon Instruments that are printed copies containing the signatures and seals of the design professionals responsible for the work. The Client understands that Data provided by Giffels Webster may vary slightly from the information which is contained in the approved signed and sealed Instruments. In such cases, Client understands that the information in the signed and sealed printed copies supersedes the electronic files.

Any use of Data is at the sole risk and liability of the user. There is no representation of the suitability of the Data for other purposes, or of the durability of the Data or the medium on which the Data is furnished. Any use for a purpose other than that for which the Data is intended shall be at the receiver's risk, and the receiver shall protect and indemnify Giffels Webster from any claims, costs, losses, or damages (including Giffels Webster's reasonable attorney fees). Transfer of the Data does not transfer any license to use the underlying software or extinguish the rights of Giffels Webster to reuse the Data in the general course of a professional practice.

X. COST ESTIMATES

Giffels Webster has no control over (a) the cost of labor, material or equipment; (b) the means, methods and procedures of the Contractor's work; or (c) the results of competitive bidding. Giffels Webster's estimates of probable cost are based on Giffels Webster's experience and qualifications and represent our judgment as a design professional, but shall not be a guarantee that construction costs will not vary from Giffels Webster's cost estimates. If Client wishes greater assurance as to probable construction cost, Client should employ an independent cost estimator at Client's cost.

The earthwork cut and fill quantities determined by Giffels Webster are to be considered estimates only. Client acknowledges that calculating cuts and fills is not an exact science due to variations in topsoil thickness, shrinkage, compaction methods, material inconsistencies and other natural conditions. It is the Client's responsibility to have earthwork quantities independently verified by an experienced earthwork contractor.

XI. METHODS AND PROCEDURES

Giffels Webster shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Client, or the safety precautions and safety programs incidental to the work of the Client. Giffels Webster shall not be responsible for the job safety or site safety of the Project and shall not be responsible for compliance with safety programs and related OSHA or MIOSHA regulations required to be followed by the Contractor or its employees, subcontractors and agents. Jobsite safety shall be the sole responsibility of the Client and their contractor. Similarly, Giffels Webster shall not be liable for the actions or inactions of the Client's contractor(s).

XII. CERTIFICATIONS

If the Client requests Giffels Webster to execute certificates, the proposed language of such certificates shall be submitted to Giffels Webster for review at least 14 days prior to the requested dates of execution. Giffels Webster shall not be required to execute certificates that would require Giffels Webster's knowledge, services or responsibilities beyond the scope of this Agreement. Giffels Webster shall not be required to sign any documents that would result in Giffels Webster having to certify, guarantee or warrant the existence of conditions whose existence Giffels Webster cannot ascertain. The Client agrees not to make the resolution of any dispute with Giffels Webster or the payment of any amount due to Giffels Webster in any way contingent upon Giffels Webster signing any such documents.

XIII. HAZARDOUS SUBSTANCES

Hazardous substances may exist at a site where there is no reason to believe they should or could be present. Giffels Webster and Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition, which requires the renegotiation of the Scope of Work or termination of this Agreement. Giffels Webster and Client also agree that the discovery of unanticipated hazardous substances may make it necessary to take immediate measures to protect health and safety. Client agrees to compensate Giffels Webster for the additional cost of those measures. In addition, Client waives any claim against Giffels Webster and agrees to defend, indemnify, and hold Giffels Webster harmless from any claim or injury or loss arising from Giffels Webster's discovery of unanticipated hazardous substances. It is understood and agreed that Giffels Webster is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or arranger for transport or disposal of hazardous or toxic substances found or identified at the site, and that Giffels Webster shall not be responsible to arrange for any of the same.

XIV. RIGHT-OF-ENTRY

The Client will arrange for right-of-entry and access to the property for the purpose of performing studies, tests, surveying and evaluations required in accordance with this Agreement. While Giffels Webster will take reasonable precautions to minimize any damage to the property, it is understood by the Client that some damage may occur, the correction of which is not Giffels Webster's responsibility under this Agreement, or otherwise.

XV. ASSIGNMENT

Neither the Client nor Giffels Webster may delegate or assign its duties or rights under this Agreement without the written consent of the other party, such consent not to be unreasonably withheld.

XVI. DELAYS

If Giffels Webster is delayed at any time in the progress of the services by any reason beyond its control, including any act or omission of the Client, by any act or omission of a contractor or by adverse weather or other conditions not reasonably anticipated, the time for completion of the services shall be extended by a time equal to the time of such delay and an equitable adjustment in Giffels Webster's fee shall be made as may be reasonable under the circumstances.

XVII. CHANGES TO THE AGREEMENT

The Client and Giffels Webster agree that the discovery of unanticipated or changed conditions may require a renegotiation of the Scope of Work, or termination of the Agreement. Furthermore, changes in the scope of the project or to any of the assumptions used in the preparation of the Agreement may also require a renegotiation of the Scope of Work. In the event that the Agreement is changed, Giffels Webster shall be entitled to an appropriate adjustment in schedule and compensation. If renegotiated terms cannot be agreed to, Client agrees that Giffels Webster has the right to terminate this Agreement subject to the provisions of paragraph 5 of these general conditions.

XVIII. TERMINATION

Either party may terminate this Agreement, on at least 5 days written notice to the other, in the event of the other party's breach of the Agreement. In addition, wholly without reference to breach, any party may terminate this Agreement on 10 days written notice to the other (without cause). In the event of termination, Giffels Webster shall be paid for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement. Client shall also reimburse Giffels Webster for all termination expenses.

XIX. RECOVERY OF COSTS

In the event that legal action is brought by either party against the other in the courts (including an action to enforce or interpret any aspect of this Agreement), the prevailing party shall be reimbursed by the other for the prevailing party's legal cost, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees, and other documented expenses, in addition to any other relief to which it may be entitled. The maximum liability for Giffels Webster will be that amount established in Section VII above.

XX. PHOTOGRAPHY

The Client permits the taking and use of photographs of by Giffels Webster (or Giffels Webster's agent) of the Client's project site; and irrevocably grants to Giffels Webster and its legal representatives, agents, and assigns full perpetual rights to take and use such photographs in Giffels Webster's advertising, trade, or for any purpose. The Client also consents to the use of any printed matter in conjunction therewith and hereby waives any right to inspect or approve the finished product or products, or the advertising copy or other published matter that may be used in connection therewith, or the use to which it may be put. This release shall be binding upon the Client and his (her, or its) legal representatives, successors, and assigns.

XXI. ACCEPTANCE AND AUTHORIZATION TO PROCEED

The Client certifies that the person executing this Agreement is authorized to sign on behalf of the Client's organization. The Client understands that this Agreement includes Exhibit A | Scope of Services, Exhibit B | Bill Rate Schedule and all issued change orders and amendments. The Client also certifies that, if it is a business entity, it is registered with the State of Michigan and is authorized to conduct business in Michigan. If Client agrees with the terms of this Agreement, Client should sign both copies of the Agreement and return one copy to Giffels Webster. Giffels Webster's receipt of the signed Agreement from the Client will constitute a written notice to proceed unless otherwise indicated in writing by the Client.

GIFFELS WEBSTER



BY:

Scott A. Ringler, PE
Partner
03/15/2021

CITY OF LATHRUP VILLAGE

BY:

Name
Title
Date

EXHIBIT A

SCOPE OF SERVICES

Water Main Replacement

1. Topographic Surveying:
 - Field survey along each road segment from the point of beginning to the point of ending. Field topo to including vertical grades, utility structure rims and inverts, culvert inverts, sidewalk and driveway grades, contours, setting benchmarks, and other items required for the design of the road reconstruction or rehabilitation street segment.
2. Construction Documents:
 - Prepare design plans suitable for bidding and construction. Design plans to include notes and details, erosion control, demolition, improvements, proposed grades, culvert and ditch clean-outs, traffic control, sequence of construction, and other design items.
 - Construction documents to include all proposed work items and corresponding quantities.
3. Bidding Documents:
 - Prepare standard proposal documents including the City of Lathrup Village front and back end documents, specifications, maintenance of traffic, progress clause, special provisions, notices to bidders.
 - Prepare Engineer's Opinion of Cost.
 - Upload construction and bidding documents to MITN for contractor bidding.
 - Attend the bid opening, prepare bid tabs, check references, and provide a recommendation for bid award.
 - Prepare executed contract documents with contractor's insurance, bonding, and surety.
4. Construction Engineering:
 - a. Contract Administration:
 - Perform Project Engineer and Office Technician duties required for the administration of the contract. This work includes but is not limited to preparing for and administering the preconstruction meeting, uploading project files, uploading inspection daily reports, preparing monthly contractor pay applications, reviewing material certifications, resolving field issues, reviewing contractor claims, and other work items related to the construction of the project.
 - b. Construction Inspection:
 - Provide a qualified Inspection Technician to monitor the construction for compliance with contract requirements. Preparing daily field inspection reports with pay items, verifying materials used, documenting contractor's equipment and personnel, and uploading inspection reports to Field Manager.
 - c. Construction Layout:
 - Provide surveying services for the placement of the proposed improvements. Surveying stakes will be placed along the edge of the road at 25-foot intervals and include proposed grades for the contractor to build to.
 - d. Material Testing:
 - Third party material testing will include providing density testing for aggregate bases and asphalt placement. Concrete test cylinders will be made in the field and tested in the laboratory for compression strength, air-entrainment, and slump. Proof rolling of the subgrade will be inspected.
5. Permitting:
 - Prepare an ACT 399 permit application for submittal to SOCWA and EGLE to obtain a water main permit.
 - Prepare permit applications to the RCOC for any work along or adjacent to a County Road and to the OCWRC for erosion control.
6. Record drawings:
 - Prepare record drawings depicting the actual location of the installed water main, hydrants, gate valves, and residential services.

Distribution System Material Inventory

1. Project Coordination - Assistance related to the overall project coordination, subject to the details and related tasks outlined below.
 - Assist the City in developing a program for the verification and documentation of water service lead materials at three specific locations (public side, private side, and at the interior meter)
 - Provide written correspondence to any residence or businesses in which a lead or galvanized water service exists. Correspondence letter will be prepared in accordance with EGLE recommended “draft” letters.
 - Coordinate interior and exterior verifications with other City capital improvement programs including the 2021 – 2023 street repair project and 2021 – 2023 water main replacement projects.
2. Interior Verifications - Technical assistance related to verification of existing materials and uploading to the City’s GIS database.
 - Giffels Webster will review documentation submittal via the City’s self-reported material verification website.
 - Giffels Webster will input the material documentations into the City’s GIS system and color coated based on the material type (lead, copper, galvanized, plastic, other).
 - Giffels Webster will upload material pictures and maintain a database of recommended information relative to the lead and copper documentation. This work may include mailed residential letters (notifying residents they have a lead or galvanized service), advanced notifications, etc.).
3. Excavated Verifications - Technical assistance related to verification of existing materials and uploading to the City’s GIS database.
 - Giffels Webster will review documentation provided by the City’s contractor responsible for exterior excavations to verify materials.
 - Giffels Webster will input the material documentations into the City’s GIS system and color coated based on the material type (lead, copper, galvanized, plastic, other). Documentation will include both the public and private side of the water curb stop.
 - Giffels Webster will upload material pictures and maintain a database of recommended information relative to the lead and copper documentation. This work may include mailed residential letters (notifying residents they have a lead or galvanized service), advanced notifications, etc.).

Lead and Galvanized Water Service Lead Abatement(s)

1. Project Coordination - Assistance related to the overall project coordination, subject to the details and related tasks outlined below.
 - Assist the City in developing / reviewing water service abatements to be coordinated through SOCWA and their Contractor (D’ Angelo Brothers).
 - Assist the City as needed for obtaining residential access agreements.
 - Attend pre-construction meetings as needed with individual residents and the Contractor to review the work area and discuss the logistics, work product, and schedule.
 - Provide GIS updates upon the completion of an abatement including uploading pictures of the completed abatement and any other required documentation.

Sewer Repairs

The City has recently completed the 2020 CCTV project in which 30,000 lft of sanitary sewers were cleaned and televised. Currently, the videotapes are being reviewed to assess the condition of the sewers. It is expected that repairs will be required and have been budgeted for the next 3 – 4 years. Repairs will generally consist of installing a new pipe within the old pipe using cured-in-place-pipe trenchless technology. Based on the above, we expect the following work:

1. Construction Documents:
 - Prepare design plans suitable for bidding and construction. Design plans to include sewer lengths, size, deterioration rating, and schedule.
 - Construction documents to include a map depicting the location of the repairs.
2. Bidding Documents:
 - Prepare standard proposal documents including the City of Lathrup Village front and back end documents, specifications, pre and post cleaning and televising, and cured-in-place-pipe specifications.
 - Prepare Engineer's Opinion of Cost.
 - Upload construction and bidding documents to MITN for contractor bidding.
 - Attend the bid opening, prepare bid tabs, check references, and provide a recommendation for bid award.
 - Prepare executed contract documents with contractor insurance, bonding, and surety.
3. Construction Engineering:
 - a. Contract Administration:
 - Perform Project Engineer and Office Technician duties required for the administration of the contract. This work includes but is not limited to preparing for and administering the preconstruction meeting, uploading project files, uploading inspection daily reports, preparing monthly contractor pay applications, reviewing material certifications, resolving field issues, reviewing contractor claims, and other work items related to the construction of the project.
 - b. Construction Inspection:
 - Provide a qualified Inspection Technician to monitor the construction for compliance with contract requirements. Preparing daily field inspection reports with pay items.
 - It is expected to use part-time inspection for this phase of the project. During liner curing times, inspection may not be warranted.
 - c. Material Testing:
 - Third party material testing will include providing structural and flexural strength of the liner installed. Typically, only 10% - 20% of the liners will be tested randomly.
4. Record drawings:
 - Prepare record drawings depicting the location of the installed liner and updating the GIS and sewer maps.

Hydrant Refurbishment / Replacement

1. Project Administration: Fire hydrants will be refurbished or replaced by Sunde Services. Giffels Webster will assist in the administration of this project.
 - Evaluate the city-wide fire hydrant locations and corresponding water coverage. Determine locations where new hydrant should be installed to provide acceptable (typically 250' radius for each hydrant) water coverage.
 - Prepare mapping to depict the proposed hydrants to be newly installed, refurbished, or replaced. Included in the mapping will be phases to effectively plan the work over the next 3 years with respect to the 2021 paving project and the 2022-2023 eligible roads to be paved.
 - Update individual hydrant work in the GIS system to include date of repairs, work involved, restoration, etc.

Gate Valve Refurbishment / Replacement

1. Project Administration: Gate Valves will be refurbished or replaced by Sunde Services. Giffels Webster will assist in the administration of this project.
 - Evaluate the city-wide gate valve locations and corresponding isolation with respect to fire hydrants and water users. Typically, no more than 4 valves should be required to be closed to isolate a water main nor should more than 30 residents be out of service.
 - Prepare mapping to depict the proposed gate valves to be newly installed, refurbished, or replaced. Included in the mapping will be phases to effectively plan the work over the next 3 years with respect to the 2021 paving project and the 2022-2023 eligible roads to be paved.
 - Update individual gate valve work in the GIS system to include date of repairs, work involved, restoration, etc.

Retention Tank Basin Upgrades

1. Project Administration: The OCWRC is taking the lead on the required upgrades to the RTB to support the grade separation project to relieve the City for their court ordered amended consent order. Giffels Webster will assist in the administration of this project.
 - Giffels Webster will continue to assist the City in the proposed upgrades to the RTB, both required due to aging and for grade separation.
 - Some work includes topographic surveying of nearby manholes and condominiums, interior inspections at MFCU, and assistance with the hydraulic sewer modeling being performed by Applied Science.

Water Meter Replacement

1. Project Administration: The City will be working with meter vendors to prepare request for proposals to replace existing water meters which are aged (over 20 years old).
 - Giffels Webster will assist the city in preparing / reviewing specifications and proposals for meter replacements. Giffels Webster's work will be limited in this capacity as the project is generally requires scheduling of the individual work which the vendor is generally responsible, or a web-based scheduling application is used.

Sidewalk and Ditching SAD's

Sidewalk and Ditching SAD's will not be included in this proposal as each SAD will require a separate proposal when or if they occur.

EXCLUSIONS

In addition to the clarifications identified above, the following services are specifically excluded for our scope of work unless a separate written agreement is made between Giffels Webster and the Client.

- A. Any other items not specifically identified in the scope of services.

EXHIBIT B

BILL RATE SCHEDULE

All work will be billed according to the following minimum rate schedule unless specific agreement is made in writing with an officer of Giffels Webster for another basis of charges. Time and material agreements will be invoiced in accordance with the rates identified below while lump sum portions of Agreements will be invoiced on a percentage completion-to-date basis.

Construction Inspector	\$85	Intern	\$55
Senior Construction Inspector	\$95	Clerical Administrative	\$40
Construction Administrator	\$95	Project Assistant.....	\$75
Instrument Crew	\$130	Staff Technician.....	\$75
Survey Crew	\$165	Project Technician	\$85
Staff Surveyor.....	\$90	Senior Technician.....	\$95
Project Surveyor	\$105	Lead Technician	\$105
Senior Surveyor.....	\$115	Staff Landscape Architect.....	\$90
Lead Surveyor	\$120	Project Landscape Architect.....	\$105
Survey Manager	\$120	Senior Landscape Architect.....	\$115
GIS Analyst	\$85	Lead Landscape Architect.....	\$120
GIS Specialist.....	\$95	Landscape Architecture Manager.....	\$120
Senior GIS Specialist	\$105	Staff Engineer.....	\$90
GIS Manager	\$120	Project Engineer	\$105
Staff Planner.....	\$90	Senior Engineer.....	\$115
Associate Planner	\$105	Lead Engineer	\$120
Senior Planner.....	\$115	Traffic Engineer	\$115
Principal Planner	\$120	Senior Traffic Engineer.....	\$140
Project Manager	\$125	Senior Project Manager.....	\$145
Partner.....	\$165 \$145		

Notes to the Billing Rate Schedule:

1. The assignment of personnel is solely the responsibility Giffels Webster.
2. These rates include charges for computer and survey equipment, local travel, stakes, staff benefits, internal printing costs, telephone, fax and other overhead costs and profit.
3. Outside services not normally provided by Giffels Webster, and other reimbursable expenses (special equipment, printing, reproduction, printing and reproduction, out-of-town travel, shipping and subcontracted services) used for this project will be billed at cost plus ~~45%~~ 5% and are not included in the above hourly charge rates.
4. Overtime work (over 8 hours per day) for Construction Inspector time will be invoiced at a rate equal to ~~4-5~~ 1.25 times the above scheduled rate.



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: March 15, 2021

RE: Professional Services Agreement - Giffels Webster - Engineering and Contract Management Services - 2021-23 Paving Projects

The City of Lathrup Village has contracted with Giffels Webster for engineering and contract managements services since 2010.

The attached proposal outlines an Agreement for Professional Services relative to the 2021-2023 Street Paving Bond Issue.

The projects include:

- 2021 Paving Program (2 miles)
- 2022 Paving Program (2.5 miles)
- 2023 Paving Program (2.5 miles)

Tasks include: Topographic surveying, design, bidding documents, construction engineering, permitting, mailings, and plans for special assessment districts, if applicable.

Suggested Motion:

MOTION TO APPROVE The Professional Services Agreement with Giffels Webster for Engineering and Contract Management Services for the 2021-23 Paving Projects and authorize the Mayor and City Administrator to sign the Agreement and Related Documents.



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is effective as of 03/15/2021, between Giffels Webster located at 1025 E. Maple Road, Suite 100, Birmingham, MI 48009 and the following person or entity ("Client"):

Client name and address:	City of Lathrup Village 27400 Southfield Road Lathrup Village, MI 48076	
Client contact and phone no:	Dr. Sheryl Mitchell - Theriot City Administrator Phone 248-663-6025	Email: smitchell@lathrupvillage.org Mobile n/a
Project Name:	2021 – 2023 Paving Bond Issue	Project No.: 15850.21
Site Area:	N/A	Location: City Wide – Various Streets

The Client and Giffels Webster enter into this Agreement for certain professional consulting and related services to be provided by Giffels Webster in relation to the above Project ("Project"). The parties agree as follows:

I. PROJECT DESCRIPTION

Provide preliminary and construction engineering services to include topographic surveying, construction plan preparation, permitting, contract administration, construction inspection, construction layout, material testing, and other services related to the reconstruction or rehabilitation of approximately 7 miles of City roads.

Our fee is based on the plans and specifications prepared for this project. Fees based on a Time and Material basis are our best estimate as to the amount of work required to complete the task and may / will vary as we have no control over the Contractor's operations and schedule.

II. BASE SCOPE OF SERVICES

Giffels Webster will provide consulting services for the Project, as summarized in Exhibit A | Scope of Services. Only those services summarized Exhibit A | Scope of Services are included in this Agreement. Giffels Webster and the Client agree that services not identified in Exhibit A | Scope of Services are not the responsibility of Giffels Webster unless provided for under a separate agreement.

III. COMPENSATION

The fees associated with each task identified in our scope of services are summarized below. The Client shall pay all of the costs of review, inspection, zoning, assessment, permit and bond fees, capital/lateral charges, tap fees, as well as any other fees not specifically covered by the terms of this Agreement.

2021 Paving Program (approximately 2 miles of road repair)

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Topographic Surveying	Time & Material	\$22,985
2. Final Design	Lump Sum	\$57,462
3. Bidding Documents	Each	\$5,363
4. Construction Engineering		
a. Contract Administration	Time & Material	\$45,970
b. Construction Inspection	Time & Material	\$79,221
c. Construction Layout	Time & Material	\$15,323
d. Material Testing	Time & Material	\$15,323
5. Permitting	Time & Material	\$1,050
6. Mailings	Time & Material	\$1,000
7. Cambridge S.A.D. Prel. Plan	Time & Material	\$1,000

2022 Paving Program (approximately 2.5 miles of road repair)

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Topographic Surveying	Time & Material	\$28,746
2. Final Design	Lump Sum	\$72,365
3. Bidding Documents	Each	\$5,363
4. Construction Engineering		
a. Contract Administration	Time & Material	\$53,492
b. Construction Inspection	Time & Material	\$94,417
c. Construction Layout	Time & Material	\$21,164
d. Material Testing	Time & Material	\$21,164
5. Permitting	Time & Material	\$1,050
6. Mailings	Time & Material	\$1,000

2023 Paving Program (approximately 2.5 miles of road repair)

<u>Task</u>	<u>Fee Basis</u>	<u>Contract Amount</u>
1. Topographic Surveying	Time & Material	\$28,985
2. Final Design	Lump Sum	\$72,365
3. Bidding Documents	Each	\$5,363
4. Construction Engineering		
a. Contract Administration	Time & Material	\$53,492
b. Construction Inspection	Time & Material	\$94,417
c. Construction Layout	Time & Material	\$21,164
d. Material Testing	Time & Material	\$21,164
5. Permitting	Time & Material	\$1,050
6. Mailings	Time & Material	\$1,000

IV. REIMBURSABLE EXPENSES

Giffels Webster's fees, as outlined in Section III, do not include certain reimbursable expenses, which include shipping, handling, postage and delivery fees or out of town travel not identified as included above. This also includes outside reproduction of drawings, reports or other deliverables not being used internally by Giffels Webster for the completion of our effort. Subconsultant costs, if not expressly included in the scope of work outlined above, are also considered reimbursable expenses. The Client agrees to reimburse Giffels Webster for said fees at cost plus 45% 5%.

V. INVOICING

Time and material portions of this Agreement will be invoiced in accordance with Exhibit B | Bill Rate Schedule. Lump-sum portions will be invoiced on a percentage completion-to-date basis.

Progress invoices for all work will be submitted to the Client monthly and a final bill will be submitted upon completion of the services. Each invoice will be considered due within 30 days of the invoice date, and past due thereafter. Client agrees that all invoices will be reviewed with any requests for amendments or clarifications forwarded in writing to Giffels Webster within 30 days of the date of the invoice. It is further agreed that all invoices 30 days past due cannot be contested.

Payment not received within 60 days of the date of the invoice is subject to a 5% penalty fee. Giffels Webster reserves the right to suspend and terminate work under this Agreement upon failure of the Client to pay invoices as due.

VI. STANDARD OF CARE

All services performed by Giffels Webster will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances at the same time and in the same locality. No warranty, express or implied, is made or intended by this proposal to provide consulting services.

The Client recognizes that actual conditions may vary from those encountered at the location where feasibility studies or surveys are made by Giffels Webster and that Giffels Webster's data, interpretations and recommendations are based solely on the information readily available. To the extent that Giffels Webster performs any services to researching the location of underground services, Giffels Webster shall use reasonable means to identify and locate underground utilities and structures, such as complying with Miss Dig and reviewing existing, available facility drawings provided by franchise and public utility agencies.

VII. LIABILITY

Giffels Webster and its agents, staff and contracted consultants are protected by worker's compensation insurance. Giffels Webster has such coverage under public liability, professional liability and property damage insurance policies which it deems to be adequate. Giffels Webster shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Giffels Webster and Giffels Webster's officers, directors, partners, employers, agents, and contracted consultants to the Client and anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Giffels Webster or Giffels Webster's officers, directors, partners, employees, agents, or contracted consultants shall not exceed the total compensation received by Giffels Webster under this Agreement.

The means, methods and selection of technologies used in the collection of field data is at the sole discretion of Giffels Webster. The Client understands that some technologies automatically collect data that may not be required by Giffels Webster to

complete the services included in this Agreement. The Client further understands that Giffels Webster does not review data that is not directly related to the scope of services including in this Agreement, and Client agrees that Giffels Webster has no responsibility to do so and that Giffels Webster has no responsibility to advise Client of any deficiencies that might be found if that data were reviewed.

Any unauthorized deviations from the plans, specification or contract documents by the contractor or the Client shall be their responsibility and not that of Giffels Webster. Giffels Webster shall not be liable to Client for any indirect or consequential damages whatsoever, whether such liability arises in contract or warranty, tort, including negligence, strict or statutory liability, or any other cause of action. Giffels Webster shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work. Giffels Webster shall not be responsible for failure of any Contractor to perform or furnish the work in accordance with the Contract Documents.

VIII. PUBLIC AGENCY APPROVALS

Giffels Webster shall not be liable for damages resulting from the actions or inactions of public agencies including, but not limited to, permit processing, environmental impact reports, zoning matters, use or conditional use permits and building permits. Giffels Webster shall only act as an advisor to the Client in the governmental and public relations aspects of the Project.

Client understands that if construction documents are bid and/or awarded prior to the completion of public agency reviews, there may be increases in construction costs and change orders for which Giffels Webster has no responsibility. Client agrees to pay for any increased construction or design costs due to the Project being fast-tracked.

IX. INSTRUMENTS OF SERVICE

The Client acknowledges that Giffels Webster's drawings, plans, specifications, and other similar documents, whether in written, graphic, or electronic form, are instruments of professional service (the "Instruments") and not products. Giffels Webster and its contracted consultants shall be deemed the authors and owners of their respective Instruments and shall retain all common law, statutory and other reserved rights, including copyrights and trademarks. Upon full payment of Giffels Webster's compensation for this Project, a license to use the Instruments shall be transferred to the Client.

Giffels Webster shall not be deprived of the right to retain reproducible copies of the Instruments and the right to reuse information contained in them in the normal course of Giffels Webster's practice. The Client recognizes that the Instruments shall not be reused for additions, modifications, or renovations on this Project or for any new project without the written approval of Giffels Webster. The Client agrees to waive any claim against Giffels Webster and to defend, indemnify, and hold the Giffels Webster harmless from any claim or liability for injury or loss allegedly arising from any reuse of the Instruments by the Client or any agent of the Client without Giffels Webster's approval. The Client further agrees to compensate Giffels Webster for any time spent or expenses incurred in defense of any such claim, in accordance with Giffels Webster's prevailing fee schedule and expense reimbursement policy at the time of such claim and to pay Giffels Webster's reasonable attorney fees incurred in the defense of such claim.

CADD files and other electronic data shared by Giffels Webster ("Data") are components of the Instruments and are only for the Client's benefit on the specific project and for a specific use. The Client agrees that the delivery of Data does not in any way provide or imply an express warranty or guarantee to anyone that all dimensions and details are exact or to indicate that the use the Data implies the review and approval by Giffels Webster for any future use.

The Client hereby agrees that it will only rely upon Instruments that are printed copies containing the signatures and seals of the design professionals responsible for the work. The Client understands that Data provided by Giffels Webster may vary slightly from the information which is contained in the approved signed and sealed Instruments. In such cases, Client understands that the information in the signed and sealed printed copies supersedes the electronic files.

Any use of Data is at the sole risk and liability of the user. There is no representation of the suitability of the Data for other purposes, or of the durability of the Data or the medium on which the Data is furnished. Any use for a purpose other than that for which the Data is intended shall be at the receiver's risk, and the receiver shall protect and indemnify Giffels Webster from any claims, costs, losses, or damages (including Giffels Webster's reasonable attorney fees). Transfer of the Data does not transfer any license to use the underlying software or extinguish the rights of Giffels Webster to reuse the Data in the general course of a professional practice.

X. COST ESTIMATES

Giffels Webster has no control over (a) the cost of labor, material or equipment; (b) the means, methods and procedures of the Contractor's work; or (c) the results of competitive bidding. Giffels Webster's estimates of probable cost are based on Giffels Webster's experience and qualifications and represent our judgment as a design professional, but shall not be a guarantee that construction costs will not vary from Giffels Webster's cost estimates. If Client wishes greater assurance as to probable construction cost, Client should employ an independent cost estimator at Client's cost.

The earthwork cut and fill quantities determined by Giffels Webster are to be considered estimates only. Client acknowledges that calculating cuts and fills is not an exact science due to variations in topsoil thickness, shrinkage, compaction methods, material inconsistencies and other natural conditions. It is the Client's responsibility to have earthwork quantities independently verified by an experienced earthwork contractor.

XI. METHODS AND PROCEDURES

Giffels Webster shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Client, or the safety precautions and safety programs incidental to the work of the Client. Giffels Webster shall not be responsible for the job safety or site safety of the Project and shall not be responsible for compliance with safety programs and related OSHA or MIOSHA regulations required to be followed by the Contractor or its employees, subcontractors and agents. Jobsite safety shall be the sole responsibility of the Client and their contractor. Similarly, Giffels Webster shall not be liable for the actions or inactions of the Client's contractor(s).

XII. CERTIFICATIONS

If the Client requests Giffels Webster to execute certificates, the proposed language of such certificates shall be submitted to Giffels Webster for review at least 14 days prior to the requested dates of execution. Giffels Webster shall not be required to execute certificates that would require Giffels Webster's knowledge, services or responsibilities beyond the scope of this Agreement. Giffels Webster shall not be required to sign any documents that would result in Giffels Webster having to certify, guarantee or warrant the existence of conditions whose existence Giffels Webster cannot ascertain. The Client agrees not to make the resolution of any dispute with Giffels Webster or the payment of any amount due to Giffels Webster in any way contingent upon Giffels Webster signing any such documents.

XIII. HAZARDOUS SUBSTANCES

Hazardous substances may exist at a site where there is no reason to believe they should or could be present. Giffels Webster and Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition, which requires the renegotiation of the Scope of Work or termination of this Agreement. Giffels Webster and Client also agree that the discovery of unanticipated hazardous substances may make it necessary to take immediate measures to protect health and safety. Client agrees to compensate Giffels Webster for the additional cost of those measures. In addition, Client waives any claim against Giffels Webster and agrees to defend, indemnify, and hold Giffels Webster harmless from any claim or injury or loss arising from Giffels Webster's discovery of unanticipated hazardous substances. It is understood and agreed that Giffels Webster is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or arranger for transport or disposal of hazardous or toxic substances found or identified at the site, and that Giffels Webster shall not be responsible to arrange for any of the same.

XIV. RIGHT-OF-ENTRY

The Client will arrange for right-of-entry and access to the property for the purpose of performing studies, tests, surveying and evaluations required in accordance with this Agreement. While Giffels Webster will take reasonable precautions to minimize any damage to the property, it is understood by the Client that some damage may occur, the correction of which is not Giffels Webster's responsibility under this Agreement, or otherwise.

XV. ASSIGNMENT

Neither the Client nor Giffels Webster may delegate or assign its duties or rights under this Agreement without the written consent of the other party, such consent not to be unreasonably withheld.

XVI. DELAYS

If Giffels Webster is delayed at any time in the progress of the services by any reason beyond its control, including any act or omission of the Client, by any act or omission of a contractor or by adverse weather or other conditions not reasonably anticipated, the time for completion of the services shall be extended by a time equal to the time of such delay and an equitable adjustment in Giffels Webster's fee shall be made as may be reasonable under the circumstances.

XVII. CHANGES TO THE AGREEMENT

The Client and Giffels Webster agree that the discovery of unanticipated or changed conditions may require a renegotiation of the Scope of Work, or termination of the Agreement. Furthermore, changes in the scope of the project or to any of the assumptions used in the preparation of the Agreement may also require a renegotiation of the Scope of Work. In the event that the Agreement is changed, Giffels Webster shall be entitled to an appropriate adjustment in schedule and compensation. If renegotiated terms cannot be agreed to, Client agrees that Giffels Webster has the right to terminate this Agreement subject to the provisions of paragraph 5 of these general conditions.

XVIII. TERMINATION

Either party may terminate this Agreement, on at least 5 days written notice to the other, in the event of the other party's breach of the Agreement. In addition, wholly without reference to breach, any party may terminate this Agreement on 10 days written notice to the other (without cause). In the event of termination, Giffels Webster shall be paid for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement. Client shall also reimburse Giffels Webster for all termination expenses.

XIX. RECOVERY OF COSTS

In the event that legal action is brought by either party against the other in the courts (including an action to enforce or interpret any aspect of this Agreement), the prevailing party shall be reimbursed by the other for the prevailing party's legal cost, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees, and other documented expenses, in addition to any other relief to which it may be entitled. The maximum liability for Giffels Webster will be that amount established in Section VII above.

XX. PHOTOGRAPHY

The Client permits the taking and use of photographs of by Giffels Webster (or Giffels Webster's agent) of the Client's project site; and irrevocably grants to Giffels Webster and its legal representatives, agents, and assigns full perpetual rights to take and use such photographs in Giffels Webster's advertising, trade, or for any purpose. The Client also consents to the use of any printed matter in conjunction therewith and hereby waives any right to inspect or approve the finished product or products, or the advertising copy or other published matter that may be used in connection therewith, or the use to which it may be put. This release shall be binding upon the Client and his (her, or its) legal representatives, successors, and assigns.

XXI. ACCEPTANCE AND AUTHORIZATION TO PROCEED

The Client certifies that the person executing this Agreement is authorized to sign on behalf of the Client's organization. The Client understands that this Agreement includes Exhibit A | Scope of Services, Exhibit B | Bill Rate Schedule and all issued change orders and amendments. The Client also certifies that, if it is a business entity, it is registered with the State of Michigan and is authorized to conduct business in Michigan. If Client agrees with the terms of this Agreement, Client should sign both copies of the Agreement and return one copy to Giffels Webster. Giffels Webster's receipt of the signed Agreement from the Client will constitute a written notice to proceed unless otherwise indicated in writing by the Client.

GIFFELS WEBSTER

CITY OF LATHRUP VILLAGE

BY:



Scott A. Ringler, PE
Partner
03/15/2021

BY:

Name
Title
Date

EXHIBIT A SCOPE OF SERVICES

1. Topographic Surveying:
 - Field survey along each road segment from the point of beginning to the point of ending. Field topo to including vertical grades, utility structure rims and inverts, culvert inverts, sidewalk and driveway grades, contours, setting benchmarks, and other items required for the design of the road reconstruction or rehabilitation.
2. Construction Documents:
 - Prepare design plans suitable for bidding and construction. Design plans to include notes and details, erosion control, demolition, improvements, proposed grades, culvert and ditch clean-outs, traffic control, sequence of construction, and other design items.
 - Construction documents to include all proposed work items and corresponding quantities.
3. Bidding Documents:
 - Prepare standard proposal documents including the City of Lathrup Village front and back end documents, specifications, maintenance of traffic, progress clause, special provisions, notices to bidders.
 - Prepare Engineer's Opinion of Cost.
 - Upload construction and bidding documents to MITN for contractor bidding.
 - Attend the bid opening, prepare bid tabs, check references, and provide a recommendation for bid award.
 - Prepare executed contract documents with contractor insurance and bonding.
4. Construction Engineering:
 - a. Contract Administration:
 - Perform Project Engineer and Office Technician duties required administration of the contract. This work includes but is not limited to preparing for and administering the preconstruction meeting, uploading project files, uploading inspection daily reports, preparing monthly contractor pay applications, reviewing material certifications, resolving field issues, reviewing contractor claims, and other work items related to the construction of the project.
 - b. Construction Inspection:
 - Provide a qualified Inspection Technician to monitor the construction for compliance with contract requirements. Preparing daily field inspection reports with pay items, verifying materials used, documenting contractor's equipment and personnel, and uploading inspection reports to Field Manager.
 - c. Construction Layout:
 - Provide surveying services for the placement of the proposed improvements. Surveying stakes will be placed along the edge of the road and include proposed grades for the contractor to build to.
 - d. Material Testing:
 - Third party material testing will include providing density testing for aggregate bases and asphalt placement. Concrete test cylinders will be made in the field and tested in the laboratory for compression strength, air-entrainment, and slump.
5. Permitting:
 - Prepare permit applications to the RCOC for any work along or adjacent to a County Road and to the OCWRC for erosion control.
6. Mailings:
 - Assist the City in preparing and mailing residential informational letters.

EXCLUSIONS

In addition to the clarifications identified above, the following services are specifically excluded for our scope of work unless a separate written agreement is made between Giffels Webster and the Client.

- A. Any other items not specifically identified in the scope of services.

EXHIBIT B BILL RATE SCHEDULE

All work will be billed according to the following minimum rate schedule unless specific agreement is made in writing with an officer of Giffels Webster for another basis of charges. Time and material agreements will be invoiced in accordance with the rates identified below while lump sum portions of Agreements will be invoiced on a percentage completion-to-date basis.

Construction Inspector	\$85	Intern	\$55
Senior Construction Inspector	\$95	Clerical Administrative	\$40
Construction Administrator	\$95	Project Assistant.....	\$75
Instrument Crew	\$130	Staff Technician.....	\$75
Survey Crew	\$165	Project Technician.....	\$85
Staff Surveyor.....	\$90	Senior Technician.....	\$95
Project Surveyor.....	\$105	Lead Technician	\$105
Senior Surveyor.....	\$115	Staff Landscape Architect.....	\$90
Lead Surveyor	\$120	Project Landscape Architect.....	\$105
Survey Manager	\$120	Senior Landscape Architect.....	\$115
GIS Analyst	\$85	Lead Landscape Architect.....	\$120
GIS Specialist.....	\$95	Landscape Architecture Manager.....	\$120
Senior GIS Specialist	\$105	Staff Engineer.....	\$90
GIS Manager	\$120	Project Engineer	\$105
Staff Planner.....	\$90	Senior Engineer.....	\$115
Associate Planner	\$105	Lead Engineer	\$120
Senior Planner.....	\$115	Traffic Engineer	\$115
Principal Planner	\$120	Senior Traffic Engineer.....	\$140
Project Manager	\$125	Senior Project Manager.....	\$145
Partner.....	\$165 \$145		

Notes to the Billing Rate Schedule:

1. The assignment of personnel is solely the responsibility Giffels Webster.
2. These rates include charges for computer and survey equipment, local travel, stakes, staff benefits, internal printing costs, telephone, fax and other overhead costs and profit.
3. Outside services not normally provided by Giffels Webster, and other reimbursable expenses (special equipment, printing, reproduction, printing and reproduction, out-of-town travel, shipping and subcontracted services) used for this project will be billed at cost plus ~~45%~~ 5% and are not included in the above hourly charge rates.
4. Overtime work (over 8 hours per day) for Construction Inspector time will be invoiced at a rate equal to ~~1.5~~ 1.25 times the above scheduled rate.



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: March 15, 2021

RE: Rates and Policy Update - Parks

Attached for your consideration or suggested updates to the Rental Rates and Policies:

- No changes to existing rates
- Addition of rental fee for use of patio heaters. \$75 per heater, which includes a tank of propane. Will require a separate waiver form to be completed.
- Allow Municipal Park rentals to use City Hall bathrooms
- Does not allow Municipal Park rentals to use city tables/chairs.
 - They will need to rent from another party. This is chiefly because our chairs are not waterproof. They would be destroyed after a couple exposures to rain. And moving them between indoor/outdoor is much more difficult than setting them up indoors.

Suggested Motion:

MOTION TO ADOPT the proposed changes in the rates and rental policies for the parks, as detailed in the attached documents.

CITY OF LATHRUP VILLAGE

Summary of Current Rental Fees

Effective for bookings completed after January 1, 2020

Community Room

Four-hour minimum, no max. Rentals may not extend past midnight.

CATEGORY	RATES
Refundable Deposit	\$300
Resident (One-time or recurring)	\$100 per hour
Non-Resident (One-time or recurring)	\$125 per hour
Set up & Cleaning Fee	\$100
Kitchen Use w/ room rental resident	\$100
Kitchen Use w/ room rental non-resident	\$125
Kitchen Use w/o room rental (Requires permit from health department)	\$20 per hour one-time use, \$15 per hour recurring use
Repast	\$300 for 4 hours, \$75 per add hour, cleaning fee and optional fees req
Staff Rate	Resident Rates
Community Groups/Non-profits/Schools	Normal resident or non-resident rates
Government Partners	Discounted fee, with City Administrator approval
Off-Peak Hours Ex. Tues/Thursday evenings	As advertised, with Rec. Coordinator approval*
Projector	\$35
Audio	\$25

Rate Examples:

A non-resident renting the room from 1-11 pm on a Saturday for a 70th birthday party, using the kitchen, would have a \$300 deposit and a balance of \$1,475

A resident renting the room from 10 am to 4 pm for a baby shower, using the kitchen, projector and audio would have a \$300 deposit and a balance of \$860

*Off peak/sales hours discounted to \$75 per hour, dates selected at Recreation Coordinator's discretion, published online at least 2 weeks in advance and open to anyone

Meeting Place

No minimum, no maximum time.

CATEGORY	RATES
Resident	\$20 per hour
Non-Resident	\$25 per hour
Recurring-Resident	\$15 per hour
Recurring- Non-Resident	\$20 per hour
Set Up & Cleaning Fee	\$30 Flat Fee

Conference Room

CATEGORY	RATES
Resident (One-time or recurring)	\$5 per hour
Non-Resident (One-time or recurring)	\$10 per hour

Council Chambers

CATEGORY	RATES
Resident (One-time or recurring)	\$5 per hour
Non-Resident (One-time or recurring)	\$10 per hour
Set Up & Cleaning Fee	\$30 Flat Fee

Dance Studio

CATEGORY	RATES
Resident	\$25 per hour
Non-Resident	\$30 per hour
Recurring-Resident	\$15 per hour
Recurring- Non-Resident	\$20 per hour

Municipal Park

CATEGORY	RATES
Refundable Deposit	\$100
Resident	\$50 per hour
Non-Resident	\$100 per hour
Electricity	\$20
Patio Heater (includes one tank of propane)	\$75 each

Annie Lathrup Park

There is no fee associated with obtaining a permit for use of the soccer fields or roller hockey rinks for a singular event.

For recurring events, such as sport team practices, there will be a fee of \$5 per event listed on the permit for any users.

Sarrackwood/Saratoga Park

CATEGORY	RATES
Refundable Deposit	\$100
Resident	\$20 per hour
Non-Resident	\$50 per hour

Goldengate Park

CATEGORY	RATES
Refundable Deposit	\$100
Resident	\$30 per hour
Non-Resident	\$75 per hour

PARK SPECIFIC POLICIES

Outdoor Facility Policies

- Setup may not begin before 8:00 am. All activities, including cleanup, must be completed by 9:00 pm.
- Vehicles may not be driven on the grass or park walkways at any time, including setup and cleanup.
- Parking is limited to designated areas for each park.
- Park rentals include use of picnic tables on-site. Table cloths are required for Municipal Park Pavilion picnic tables.
- The City does not provide any setup or cleanup assistance for events. Any furniture or materials (including tables and chairs) must be provided by the event organizer and are not available for rent through the City of Lathrup Village.
- Electricity is only available at the Gazebo and Pavilion within the Municipal Park. There is a \$20 flat fee, to be paid in advance, to use electricity at Municipal Park.
- Patio heaters are available for rent. There is a \$75 flat fee per heater, to be paid in advance, which includes one tank of propane. There is separate waiver for patio heater rental.
- Municipal Park is the only site with restrooms. At any other park, events lasting more than 4 hours are required to arrange and pay for their own portable toilets. A list of vendors serving this area is available. All other rentals may opt to provide their own portable toilets. Portable toilets must be delivered and removed the same day as the event. Portable toilets should be positioned to be out of direct view of neighboring homes and may not be placed within 100 feet of neighboring homes. The City of Lathrup Village assumes no responsibility for portable toilets brought on to city property for use by private rentals.
- Music levels must stay under 65 decibels at all times. For comparison purposes, that's about as loud as a vacuum cleaner. Music should be considered background to your event and quiet enough for people to speak over. You should not be able to hear the music outside of the park.
- Area must be thoroughly cleaned after use. All trash must be bagged and placed in bins. Trash that does not fit neatly in the bins provided must be taken off-site by the renters. Trash may not be left sitting next to bins. Used charcoal must be disposed of responsibly.

Prohibited Items and Events

- Bounce houses, inflatables, petting zoos, and animal rides are prohibited at all parks except for City of Lathrup Village sponsored events. The City and the Police Department reserve the right to prohibit any activity considered to be a public nuisance or danger to park users.
- Decorations are not to be attached to the pavilion/picnic shelter or gazebo at Municipal Park in any way. Loose decorations such as confetti and glitter are prohibited at all parks. Remnants of spent water balloons must be thoroughly removed. Steel or wood pins/stakes, such as those used for tents, are not allowed to be placed in the ground at any park site due to underground wiring and irrigation systems. Open flames, outside of the Municipal Park Pavilion fireplace, and candles are prohibited.
- Commercial activity, the promotion of any business or commercial venture, fundraising, or a requiring anyone to pay or make a donation to attend the event is prohibited.
- Deep-frying is prohibited.
- Fireworks of any kind, including sparklers, are prohibited.
- No glass containers allowed (bottles, etc.).
- Smoking of any kind, vaping/electronic cigarettes, marijuana and marijuana infused products and alcohol are prohibited. Events with alcohol will be immediately terminated and deposits will not be returned.

Signed: _____ Date: _____

GENERAL RENTAL POLICIES

Community Service Credits

Groups or individuals may apply community service credits to all or a portion of their total rental fee, except for setup/clean up fees. For more information about Community Service Credits, visit lathrupvillage.org or speak with the recreation coordinator.

Damage and Cleanup Agreement

Said group agrees to pay the City of Lathrup Village ACTUAL costs for damages and/or cleaning required for property caused by said groups at said location, which may be above and beyond the security deposit amount.

Release and Hold Harmless Agreement

In consideration of entering into this agreement with the City of Lathrup Village, the undersigned, by this instrument does hereby expressly stipulate and agree to release, waive, discharge and indemnify and forever hold harmless the City of Lathrup Village, its departments, offices, officers, its assigns, agents' servants and employees and volunteers of any damage, loss, injury or death which heretofore has been or which may hereafter be sustained by the said INDIVIDUAL, GROUP, ORGANIZATION OR FAMILY as a consequence of their participation in any and all activities in connection with this agreement.

This release extents and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, death, loss and liability, and the consequence thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries, death or damages, which are unknown or are unsuspected to exist at the time to the person executing such release, are hereby expressly waived.

Having read the above conditions and receiving the guidelines pertaining to this rental, I/we agree to adhere to the conditions of this agreement and the guidelines established by the City of Lathrup Village.

Signed: _____ Date: _____

Deposits

A refundable deposit is required for all park or community room rentals, due at the time of application. Deposits will be returned within four weeks after the event if there has been no damage to the facilities and all rules, regulations and policies were followed. Parties entering the premises before their booked time or vacating after their booked time will be charged the full hourly rate for any part of an hour. **Not complying with COVID-19 requirements, including capacity limits, may result in forfeit of the entire deposit.**

Cancellations

Indoor or outdoor rentals cancelled by the City of Lathrup Village or the renter due to COVID-19 will be offered the opportunity to reschedule or receive their full deposit.

Indoor Rentals Events cancelled within 2 business days of booking will be refunded their full deposit, less a \$20.00 processing fee. Events cancelled between 3 business days after booking and up to 60 days before the date of the event will be refunded ½ of their deposit. Events cancelled for any reason within 60 days of the date of event forfeit their entire deposit.

Parks Events cancelled between the time of booking and up to 3 weeks before the date of the event will be refunded their full deposit, less a \$20.00 processing fee. Events cancelled for any reason within 3 weeks of the date of event forfeit their entire deposit. Events booked at the parks should be considered, "rain or shine," as there are no refunds for cancellations due to weather conditions the day of the event.

Signed: _____ Date: _____

General Rental Policies

- Park and building rental by permit only.
- The rental applicant must remain on site for the duration of the rental period.
- Event organizers must have a printed copy of their rental permit to display to Police Department if requested.
- Reservation holders may not transfer a rental permit.
- The use of any park/facility is at your own risk. The City does not assume responsibility for injury or for any loss, theft or damage to personal items.
- Reservation holders must comply with State of Michigan laws and City of Lathrup Village ordinances.
- Individuals or groups who fail to comply with these policies or who are responsible for damage to a facility may lose their deposit and their ability to rent City of Lathrup Village facilities in the future.
- Observe all posted and written park/facility rules.



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

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smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: March 15, 2021

RE: Approval of Contract with MDOT for the Construction of the Citywide Non-Motorized Path.

In August 2020, City Council approved the local match for the TAP Program Grant (through SEMCOG) with the Michigan Department of Transportation (MDOT).

The resolution authorized the contract with MDOT for the Bicycle Route Wayfinding Network Project. This will install wayfinding signage and permanent pavement markings for shared use lanes and special emphasis crosswalks and installation of bicycle repair stations.

The original estimate for the project was \$80,000, with a \$60,000 grant and 25% local match from the Local Road Fund- No- Motor Facilities and DDA – Planning/Consulting Fees. In addition, the City and DDA agreed to split the costs for Giffels to provide the engineering costs over the FY19/20 and FY20/21.

The actual low bid for the project came in at \$85,972.71. The local match is responsible for the costs in excess of the original amount, so the local share of the construction is estimated at \$25,972.71. The final amount will be determined by the final measurements of the completed work.

These total of \$25,972.71 in construction costs are to be split between the City of Lathrup Village (Local Roads-Non Motor Facilities) and the DDA.

	Fiscal Year 2020-21
City	\$ 12,986.36
DDA	\$ 12,986.35
Total	\$ 25,972.71

Suggested Motion:

Adopt the Attached Resolution and Approve the Contract with MDOT for the Construction of the Citywide Non-Motorized Path, with the local share to be split between the City and DDA, and authorizing the mayor and city clerk to sign the contract.

CITY OF LATHRUP VILLAGE

**RESOLUTION APPROVING CONTRACT WITH MICHIGAN DEPARTMENT OF TRANSPORTATION
TAP PROGRAM - FOR THE CITY OF LATHRUP VILLAGE WAYFINDING NETWORK PROJECT**

WHEREAS At a regular meeting of the City Council of the City of Lathrup Village, Oakland County, Michigan, held via a remote meeting, on the 15th of March, 2021; and

WHEREAS The project is supported by the City's Non-Motorized Transportation Plan.; and

WHEREAS The location of the proposed project is within the jurisdiction of the City of Lathrup Village and the City of Lathrup Village has jurisdiction over certain roads within the City; and

WHEREAS the City of Lathrup Village elects to enter into a contract with the Michigan Department of Transportation (MDOT) for the following:

Control Section	TAU 63000
Job Number	210608
Project Description:	Lathrup Village Citywide Bicycle Route Wayfinding Network Project. Installation of wayfinding signage and permanent pavement markings for shared use lanes and special emphasis crosswalks and installation of bicycle repair stations.

NOW THEREFORE BE IT RESOLVED that the City of Lathrup City Council does hereby approve the acceptance of the Transportation Alternative Program (TAP) award in the amount of \$60,000 towards the total construction cost and entering into a contract with the Michigan Department of Transportation.

BE IT FURTHER RESOLVED that the City of Lathrup Village's acknowledges and resolves to make available the \$25,972.71 local match towards the total project construction cost from the Local Road Fund and Downtown Development Authority (DDA) Fund.

BE IT FURTHER RESOLVED that Mayor Mykale Garrett is hereby authorized to sign the negotiated contract and City Clerk Yvette Talley is authorized to attest by also signing the negotiated contract.

AYE:

NAY:

ABSENT:

RESOLUTION ADOPTED

Adopted this 15th day of March, 2021.

Mykale Garrett, Mayor

I, Yvette Talley, City Clerk, for the City of Lathrup Village. Michigan, do hereby certify that the above resolution was adopted at a Regular meeting of the Lathrup Village City Council held on March 15, 2021.

Yvette Talley, City Clerk

TAP

DA

Control Section	TAU 63000
Job Number	210608CON
Project	21A0(145)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5533

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF LATHRUP VILLAGE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Lathrup Village, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 4, 2021, attached hereto and made a part hereof:

Non-motorized path construction work along various federal-aid route locations citywide; including permanent signing work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT:

- (1) Design or cause to be designed the plans for the PROJECT.
- (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$60,000.00 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample

provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the

proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF LATHRUP VILLAGE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 4, 2021

EXHIBIT I

CONTROL SECTION	TAU 63000
JOB NUMBER	210608CON
PROJECT	21A0(145)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$80,000
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$80,000
Less Federal Funds*	<u>\$60,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$20,000

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
 The Data Collection Form
 The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
 Accounting Service Center
 Hannah Building
 608 Allegan Street
 Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C**TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE
AGREEMENTS WITH LOCAL AGENCIES****Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)**

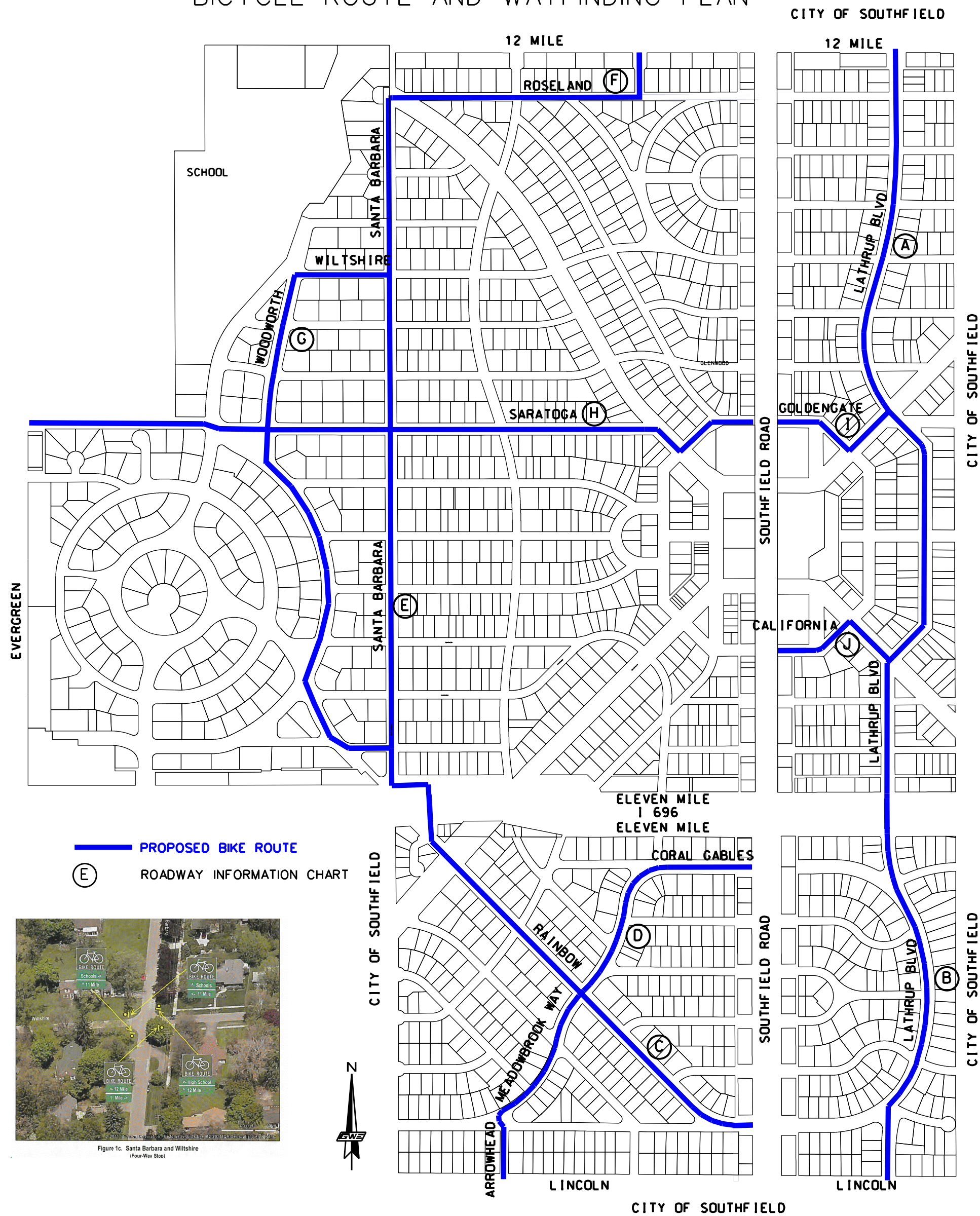
- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

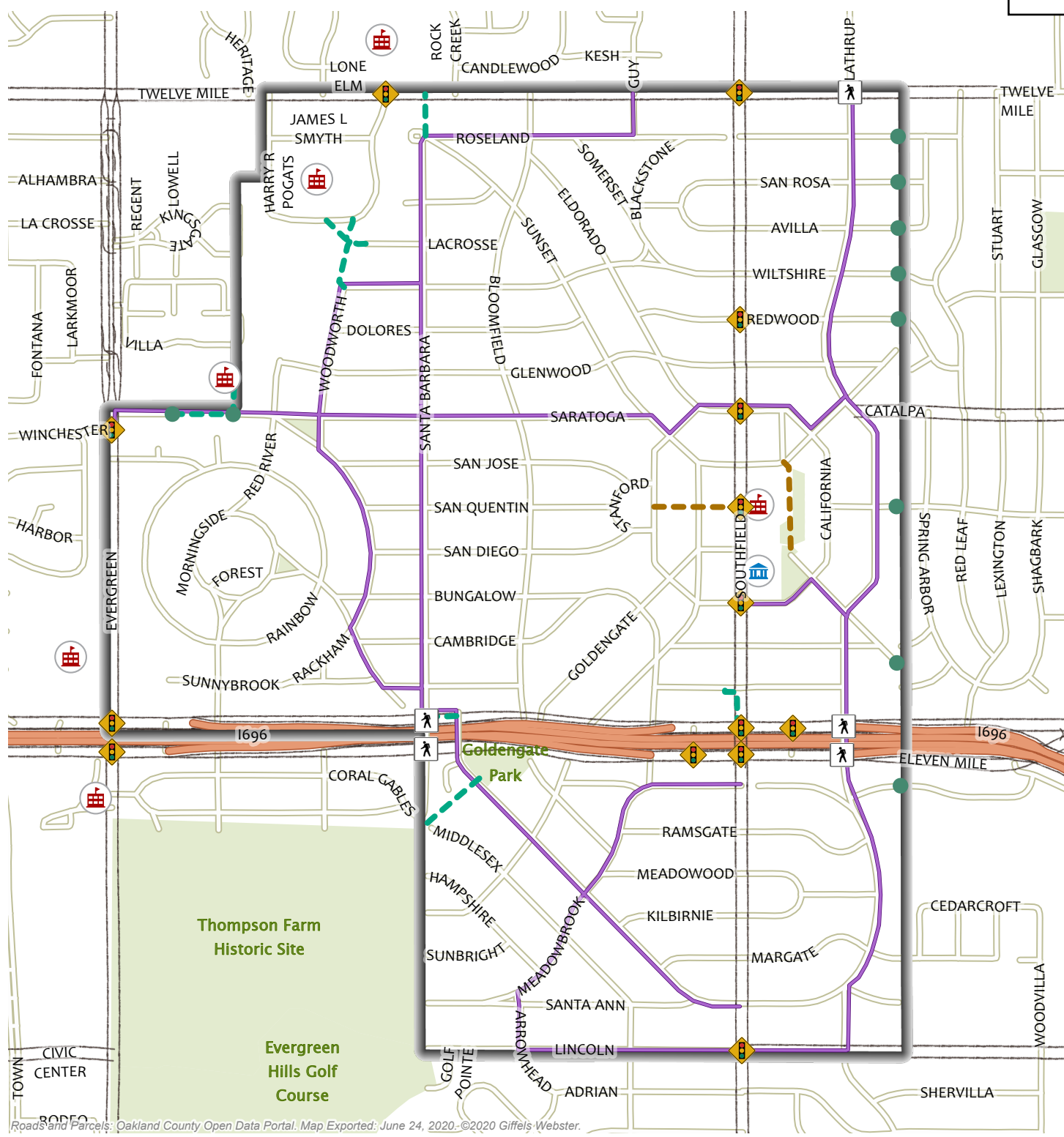
The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

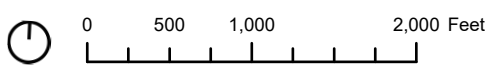
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

CITY OF LATHRUP VILLAGE
BICYCLE ROUTE AND WAYFINDING PLAN





Roads and Parcels: Oakland County Open Data Portal. Map Exported: June 24, 2020. ©2020 Giffels Webster.



- Road Open to Pedestrians Only
- Road Extension
- 🚶 Pedestrian Signal
- 🚦 Traffic Signal
- 🏛 City Hall
- 🎓 School
- Shared-Use Path
- Bike Route
- 🌳 Parks



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: March 15, 2021

RE: Resolution Authorizing the Grant Application for Sarrackwood Park Upgrades

The upgrades of the play equipment at Sarrackwood Park is included in the City's Capital Improvement Plan.

The Michigan Department of Natural Resources requires a resolution from the governing body in support of a grant application to the Recreation Passport Grant Program and a commitment of the local match.

The estimated program cost is \$96,000 and a 25% local match is approximately \$24,000.

Suggested Motion:

MOTION TO APPROVE the Resolution and authorize the submission of a Recreation Passport Grant Application for Sarrackwood Park Upgrades, and resolve to make available the obligated local match amount of 25% or \$24,000; and authorize the Mayor and City Administrator to sign related documents.

**RESOLUTION OF AUTHORIZATION
CITY OF LATHRUP VILLAGE
COUNTY OF OAKLAND
STATE OF MICHIGAN**

WHEREAS, The City of Lathrup Village City Council supports the submission of an application titled, "Sarrackwood Park Upgrades" to the Recreation Passport Grant Program for the replacement of play equipment and play surface at (Sarrackwood Park); and,

WHEREAS, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan and,

WHEREAS, The City of Lathrup Village_ is hereby making a financial commitment to the project in the amount of \$24,000 matching funds, in cash and/or force account; and,

NOW THEREFORE, BE IT RESOLVED that The City of Lathrup Village City Council hereby authorizes submission of a Recreation Passport Grant Program Application for Sarrackwood Park Upgrades, for a cost not to exceed \$72,000, and further resolves to make available its financial obligation amount of \$24,000 (25 %) of a total \$96,000 project cost, during the 2022 fiscal year.

AYES: _____

NAYS: _____

ABSENT: _____

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Lathrup Village, does hereby approve the Sarrackwood Park Upgrades GrantApplication for the Recreation Passport Grant Program.

Adopted this 15th day of March, 2021.

Mykale Garrett, Mayor

I, Yvette Talley, City Clerk, for the City of Lathrup Village. Michigan, do hereby certify that the above resolution was adopted at a Regular meeting of the Lathrup Village City Council held on March 15, 2021

Yvette Talley, City Clerk



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: March 15, 2021

RE: Appointment – Downtown Development Authority – Shyla Beltur

The DDA Board is comprised of residents, business owners, and elected officials who volunteer their time to improve the community. By ordinance, at least 6 members must be persons having an interest in property located within the DDA district. The members of the Board are appointed by the Mayor, and approved by the City Council, for four-year terms.

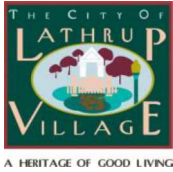
There is currently a 9-member Board. It was recently reduced from 10 members.

The resignation of Dan Verderbar was received on March 1, 2021. His term expires on February 1, 2022.

Mayor Garrett is recommending the appointment of Shyla Beltur of Skyway to complete the remainder of his unexpired term.

Suggested Motion:

MOTION TO Appoint Shyla Beltur to the Downtown Development Authority for the term expiring on February 1, 2022.



City of Lathrup Village

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

APPLICATION FOR COMMITTEES, COMMISSIONS & BOARDS

Date of Application: Nov12th, 2020

Please check the committee for which you are applying:

- | | |
|--|---|
| ☐ Board of Review | ☐ Lathrup Village Foundation Board |
| ☐ Building Authority | ☐ Recreation Advisory Committee |
| ☒ Downtown Development Authority | ☐ Planning Commission |
| ☐ Historic District Commission | ☐ Other: _____ |

Name: <u>Shyla Beltur</u>			Are you at least 18 years of age? (check one) ☒ ☐
Street Address: <u>28551 Southfield Rd #203</u>	City: <u>Lathrup Village</u>	State: <u>Michigan</u>	Zip: <u>48076</u>
Home Phone: <u>248 619 9622</u>		Alt. Phone: <u>248 835 5448</u>	
Email: <u>Shyla@skywaytravel.us</u>			

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

I am a business woman and a proud owner of Skyway Travel and Skyway Holdings. I am self employed.

I have been a travel advisor for 20 years now. I manage 3 employees here at Skyway Travel.

Skyway Travel is a certified member of Michigan Minority Supplier Development Council

I own the building 28551, Southfield Rd under Skyway Holdings. I am responsible for overall management of the building.

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

I worked as an engineer at Ford Motor Company for 6 years. I am a team worker. I have integrity and competence

I have held Treasurer, Cultural Secretary positions in the community non profit organisations