

City Council Study Session / Special Meeting Agenda

Monday, April 05, 2021 at 6:00 PM
27400 Southfield Road, Lathrup Village, Michigan 48076

ZOOM REMOTE MEETING INFORMATION

Webinar ID: 993 5678 7531

Password: 307942

CLICK HERE: [Online 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's 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**
2. **Discussion Items**
 - [A.](#) Professional Auditing Services – Draft Request for Proposals
 - [B.](#) Infrastructure Committee - DRAFT Recommendations for 2022 Road Projects
 - [C.](#) Sign Ordinance
 - [D.](#) Michigan EGLE - 3rd Administrative Consent Order (ACO)
 - [E.](#) Evergreen – Farmington Sanitary Drain Drainage District – Chapter 20 Section 471 Agreement
 - [F.](#) Lathrup Village Lead Service Line Replacement Policy and Agreement
 - [G.](#) 2021/22 Goals & Performance Measures
 - [H.](#) Fund Balance and Reserve Policy
 - [I.](#) City Administrator Report
3. **Mayor and Council Comments**
4. **Public Comments**

5. **Adjourn**



A HERITAGE OF GOOD LIVING

Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: April 5, 2021

RE: Professional Auditing Services – Draft Request for Proposals

Plante Moran has provided professional auditing services to the City of Lathrup Village for several years. Council requested that an RFP be issued to solicit responses for these services.

The draft RFP reflects:

- Issue Date: April 15, 2021
- Response Due: June 1, 2021
- Proposals Evaluated: June 7 to June 11, 2021
- Possible Interviews/Award: June 21, 2021
- Contract Commences: July 1, 2021 (or as negotiated)
- 5-year contract, with option 2 additional year, in 1 year increments
- Presentation to Council no later than November Council Meeting
- Submission to State of Michigan no later than December 31st.

Anticipated to present to Council at the April 19, 2021 meeting for approval.



A HERITAGE OF GOOD LIVING

CITY OF LATHRUP VILLAGE

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL AUDITING SERVICES**

Issued: April 15, 2021

**CITY OF LATHRUP VILLAGE
REQUEST FOR PROPOSALS
PROFESSIONAL AUDITING SERVICES**

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ATTACHMENTS

- A. Sample Agreement
- B. Schedule of Professional Fees

I. INTRODUCTION

A. General Information

The City of Lathrup Village is soliciting proposals from qualified firms of certified public accountants to audit financial statements for the City of Lathrup Village and its component unit. This audit is to be performed in accordance with generally accepted auditing standards and, if single audit is applicable, the provisions of the federal Single Audit Act of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

There is no expressed or implied obligation for the City of Lathrup Village to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, please provide one (1) unbound original, plus seven (7) bound copies of the proposal, and one (1) digital copy of the proposal in a sealed package by **4:00 p.m. on June 1, 2020. Fee proposals must be sealed in a separate envelope which may be mailed in the same package as the proposals.** Proposals should be delivered to:

**City of Lathrup Village
Attn: AUDITING RFP
27400 Southfield Rd
Lathrup Village, MI 48076**

The envelopes should be marked with the name of the submitting firm and **"RFP: Professional Auditing Services"**. We do not accept faxed or emailed proposals. The City of Lathrup Village reserves the right to reject any or all proposals submitted.

During the evaluation process, the City of Lathrup Village reserves the right, where it may serve the City of Lathrup Village's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Lathrup Village, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Lathrup Village reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless exceptions are clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lathrup Village and the firm selected.

USE OF THE CITY OF LATHRUP VILLAGE LOGO IN YOUR PROPOSAL IS PROHIBITED.

B. Tentative Schedule

Issue RFP	April 15, 2021
Responses Due	June 1, 2021 by 4:00pm June 7 - 11, 2021
Proposals Evaluated	June 21, 2021
Possible Interviews Award	July 1, 2021 (or as negotiated)
Contract Commences	

C. Term of Engagement

A five (5) year contract is contemplated with a City option to renew for up to two (2) additional years in one (1) year increments.

C. RFP Distribution/Addenda

The City of Lathrup Village officially distributes RFP documents through the city website www.lathrupvillage.org and the Michigan Intergovernmental Trade Network (MITN) at www.mitn.info. Copies of RFP documents obtained from any other source are not considered official copies. The City of Lathrup Village cannot guarantee the accuracy of any information not obtained from the City or MITN website and is not responsible for any errors contained by any information received from alternate sources. Any addendum issued by the City will be posted on the City and MITN website, shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on fee proposal form.

D. Insurance Requirements

A certificate of insurance naming the City of Lathrup Village as an additional insured and meeting the requirements shown in Attachment A (Sample Agreement) must be provided to the City by the successful proposer prior to commencement of work. A current certificate of insurance is to be on file with the City for entire contract period.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Lathrup Village is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2021, 2022, 2023, 2024, 2025, with a City option to renew for 2026 and 2027.

B. Scope of Work to be Performed

Annual Audit

The City Charter and State law require an annual audit of the financial records and transactions of the City by independent certified public accountants selected by the City Council. In addition to meeting the requirements set forth in the City Charter and State law, the audit should also be designed to meet the requirements of the Single Audit Act and related OMB Circular A-133, if applicable. The auditor's reports related specifically to the single audit should be issued under separate cover.

The City of Lathrup Village desires the auditor to express an opinion on the fair presentation of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information including the

discretely presented component unit of the City of Lathrup Village in conformity with generally accepted accounting principles. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

C. Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and, if applicable, the provisions of the Single Audit Act of 1996 and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

D. Special Considerations - Auditors Are to Prepare:

1. The Annual Financial Report with Supplemental Information.
2. Basic financial Statements, including: Government Wide Financial Statements; Fund Financial Statements (General and Proprietary); and Notes.
3. Supplement Information, including schedules related to pension and OPEB liabilities and contributions and General Fund Comparison Schedule.
4. GASB 40 Statement requirements, including deposit and investment risk disclosures.
5. GASB 84 Fiduciary Activities, including MERS Retiree Health Fund.
6. Financial statements relative to previously existing and new Deb Service and Capital Projects.
7. If required, the preparation of a single audit.
8. It is required that all audit work be completed and the final Audit Report be presented to the City Council no later than the first regular council meeting in November.

E. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of Lathrup Village of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Lathrup Village
- Parties designated by the federal or state governments or by the City of Lathrup Village as part of an audit quality review process

- Auditors of entities of which the City of Lathrup Village is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Contact Person

The auditor's principal contact with the City of Lathrup Village will be Pamela Bratschi, Treasurer/Assistant City Administrator, or a designated representative, who will provide the assistance by the City of Lathrup Village to the auditor.

B. Background Information

The City of Lathrup Village, incorporated in 1953, is strategically located in the southeastern portion of vibrant Oakland County. Lathrup Village encompasses an area of approximately 1.5 square miles and is surrounded by the City of Southfield. The 2010 census placed Novi's population at just over 4,000.

More detailed information on the City of Lathrup Village and its finances can be found in by accessing the City of Lathrup Village's website at www.lathrupvillage.org.

C. Fund Structure

As of July 1, 2020, the City of Lathrup Village and its component units used the following fund types in its financial reporting:

Fund Type

General Fund
 Special revenue funds (Major Roads, Local Roads)
 Capital project funds
 Debt service funds
 Enterprise funds (Water and Sewer Fund)
 Fiduciary funds
 Component Unit - Downtown Development Authority

The basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. The financial section also contains required supplemental information in addition to the basic financial statements.

D. Budgetary Basis of Accounting

The City of Lathrup Village prepares its budgets on a basis consistent with generally accepted accounting principles, except that transfers have been included in the "revenue" and "expenditure" categories, rather than as "other financing sources (uses)."

E. Pension Plans

The City of Lathrup Village is an agent multiple-employer defined benefit pension plan administered by the Michigan Municipal Employees Retirement System (MERS) that covers certain general, nonunion, police, and patrol employees of the City.

In addition, the City provides additional other post-employment benefits to all full-time employees hired after July 1, 2008 through a retiree health care savings plan administered by ICMA - Meritain Health. Under the plan, there are no employee contributions, and the City contributes 2 percent of employees' base salaries into eligible employees' health savings accounts for retirement health care. Contributions to the health savings accounts by the City were \$21,642 for the year ended June 30, 2020.

F. Component Units

In accordance with the Governmental Accounting Standards Board Statement No. 14, *The Financial Reporting Entity*, the City of Lathrup Village has identified the Economic Development Corporation as a discretely presented component unit within the government-wide financial statements.

G. Joint Ventures

The City is a member of the Southeast Oakland County Resource Recovery and Recycling Authority (SOCRRA) and the Southeast Oakland County Water Authority (SOCWA). Each Authority is incorporated by the multiple Cities in Oakland County. The City appoints one member to the each of the joint venture's governing boards, which then approves the annual budget. The joint ventures receives its operating revenue from member contributions and service related income.

H. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit work papers and management letters should contact Pamela Bratschi, Treasurer/Assistant City Administrator via email at treasurer@lathrupvillage.org. The City of Lathrup Village will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this Request for Proposals.

IV. TIME REQUIREMENTS

A. Date Audit May Commence

The City of Lathrup Village will have all records ready for audit and all management personnel available to meet with the firm's personnel no later than **September 15th** of each year or an alternate date mutually agreed upon by the Finance Director and the audit firm.

B. Date Final Report is Due

The Finance Department will complete their review of the draft report as expeditiously as possible. It is expected that this process should not exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the City Treasurer. It is anticipated that this process will be completed and the final report presented to City Council at the City's first meeting of **November**. If the start date of the audit is moved forward or pushed back, the final report presentation will be adjusted as well.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT REPARATION

A. Finance Department

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City of Lathrup Village.

B. Statements and Schedules to be Prepared by the Staff of the City of Lathrup Village

The Finance staff of the City of Lathrup Village will prepare all required supporting work papers, confirmations, financial report footnotes (with the exception of GASB 40) and statistical information.

C. Work Area, Telephone, Photocopying, and Internet Services

The City of Lathrup Village will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to one telephone line, photocopying facilities and internet services.

D. Report Preparation

The preparation of the Annual Financial Report, report formatting printing and filing of the report with the State of Michigan shall be the responsibility of the auditor.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the RFP and the subject of the RFP should be made in writing via email:

Pamel Bratschi, Treasurer/Assistant City Administrator
treasurer@lathrupvillage.org

Any interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum which will be posted on the MITN website at www.mitn.info.

2. Submission of Proposals

The following material is required to be received by the due date and time for a proposing firm to be considered:

- a. An unbound original (may be clipped but not stapled or bound) of the Proposal, seven (7) additional copies (which may be bound), and one (1) electronic copy which are to include the following:

- i. **Title Page**

Title page showing the Request for Proposals' subject; the firm's name; the name, address and telephone number of a contact person, date of the proposal, acknowledgment of all addenda, and signature of representative authorized to sign a contract.

- ii. **Table of Contents Transmittal Letter**

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for a period of 90 days.

- iii. **Detailed Proposal**

The detailed proposal should follow the order set forth in Section VI-B of this Request for Proposals.

B. Proposal

1. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Lathrup Village in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposals requirements.

The proposal should address all the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 2 through 13, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Lathrup Village as defined by generally accepted auditing standards.

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving the City of Lathrup Village or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City of Lathrup Village written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Michigan

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Michigan.

4. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The firm shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Consultant shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24.

5. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific governmental engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

6. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Michigan. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

This firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Lathrup Village. However, in either case, the City of Lathrup Village retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this RFP can only be changed with the express prior written permission of the City of Lathrup Village, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

7. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this Request for Proposals. These engagements should be ranked on the basis of total staff hours.

Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

In addition, provide a complete list of governmental clients to which you provide audit services.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this Request for Proposals. In developing the work plan, reference should be made to such sources of information as the City of Lathrup Village's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample sizes and the extent to which statistical sampling is to be used in the engagement
- d. Type and extent of analytical procedures to be used in the engagement
- e. Approach to be taken to gain and document an understanding of the City of Lathrup Village's internal control structure
- f. Approach to be taken in determining laws and regulations that will be subject to audit test work
- g. Approach to be taken in drawing audit samples for purposes of test of compliance

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Lathrup Village.

10. Report Format

The proposal should include sample formats for required reports.

11. Total Price and Hours Breakdown

The fee proposal should contain all pricing and hours information relative to performing the audit engagement as described in this Request for Proposals including the following: auditing services, CAFR preparation and single audit, if necessary (see attachment B).

The City of Lathrup Village will not be responsible for expenses incurred in preparing and submitting the proposal or the fee proposal. Such costs should not be included in the proposal.

The fee proposal should include the following information:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the City of Novi.
- c. Pricing requested on Schedule of Professional Fees for the Audit
- d. Acknowledgement of all addenda

12. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee proposal. Interim billings shall cover a period of not less than a calendar month.

VII. EVALUATION PROCEDURES

A. Review of Proposals

The City of Lathrup Village will use a formula during the review process to score proposals. Each member of the Review Committee will first score each proposal by each of the criteria described in Section VII B below. The full Review Committee (including members of City Council) will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration. The City of Lathrup Village reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

B. Evaluation Criteria

Proposals will be evaluated using four sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process. The decisions and opinions of the Audit Committee regarding proposal evaluations are final and cannot be appealed. Total of 100 possible points.

1. Firm Qualifications, Expertise and Experience (40 points)

- a. The firm's past experience and performance on comparable government engagements of comparable size and located in SE Michigan
- b. Number of dedicated governmental team members.
- c. Level and quality of internal control and results of external quality control review.
- d. Expertise of proposed team.
- e. Knowledge of applicable accounting standards, including recent and upcoming GASB pronouncements.
- f. Firm leadership in governmental industry.

2. Technical Requirements - Specific Audit Approach (30 points)

- a. Completeness of audit plan (does it fit with the city's activities and RFP requirements)?
- b. Ability to conduct audit in a remote environment, including use of technology in the audit
- c. Communication plan during audit to management and council

3. Reference Scoring (10 points)

- a. Are reports delivered on time and on budget?
- b. Is the Audit partner and manager involved and present for discussions during the audit?
- c. Is there low staff turnover on your audit?
- d. Do they avoid charge above the stated fee?
- e. Do they provide assistance with new standards and overall guidance outside of the audit?

4. Additional Services (10 points)

- a. Additional services, such as staff training, tool kits, templates, etc.

5. Cost Scoring (10 points)

- a. Lowest Price (10 points)
- b. Next Lowest (9 points)
- c. Third Lowest (8 points)

C. Oral Presentations

During the evaluation process, the Audit Committee may, at its discretion, require any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Audit Committee may have on a firm's proposal.

D. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lathrup Village and the firm(s) selected.

The City of Lathrup Village reserves the right without prejudice to reject any or all proposals.

SAMPLE AGREEMENT**ATTACHMENT A****CONTRACT FOR PROFESSIONAL AUDITING SERVICES**

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), made and entered into this 1st day of _____, 20__, by and between the City of Lathrup Village, a Michigan municipal corporation, whose address is 27400 Southfield Road, Lathrup Village, Michigan 48076 (hereinafter called the "City" and _____, whose address is _____ (hereinafter called the "Auditor").

RECITALS:

A. The City issued a Request for Proposal for Auditing Services on or around April 15, 2021.

B. Auditor submitted its Proposal to Provide Auditing Services to the City in response to the City's request.

C. Following a competitive interview process, Auditor was selected to perform the duties of Auditor; and

D. The City and Auditor have determined that it is appropriate to agree on a multi-year term for the provision of such services, for the years ended June 30, 2021, June 30, 2022, June 30, 2023, June 30, 2024 and June 30, 2025, with the option to renew for June 30, 2026 and June 30, 2027.

NOW, THEREFORE, in consideration of the foregoing, the City and Auditor agree as follows:

1. Services to be Provided by Auditor.

- a. **Review financial statements.** Auditor shall audit the City's financial statements for the fiscal years ending June 30, 2021, June 30, 2022, June 30, 2023, June 30, 2024 and June 30, 2025, with the option to renew for June 30, 2026 and June 30, 2027, for the purpose of expressing an opinion on the fairness with which those statements present the City's financial position. For purposes of this Agreement, "financial statements" shall include the City's comprehensive annual financial report as well as that of the Economic Development Corporation (EDC) of the City of Lathrup Village, Michigan. Such audits shall be performed in accordance with the AICPA's generally accepted auditing standards, the standards set forth for financial audits in the U.S. Government Accountability Office's (GAO) Government Auditing Standards (1988), and the provisions of the Federal Single Audit Act of 1984, and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments (when applicable). The Auditor shall also review the City's financial report for compliance with Government Finance Officers Association

SAMPLE AGREEMENT

(GFOA) Distinguished Budget Presentation requirements.

- b. **Provide written opinion and reports.** As a part of the audit, the Auditor shall give its written opinion on the fairness of the presentation in the City's basic financial statements of the governmental activities and the business-type activities, the results of operations, and cash flows of each major fund, and the aggregate remaining fund information, including any discretely presented component units of the City of Lathrup Village in conformance with generally accepted accounting principles. A compliance audit in order to meet the requirements of the Single Audit Act shall be performed if deemed necessary at the sole option of the City. At the conclusion of said audit, a letter of comments and recommendations shall be submitted to the City. The letter shall include a summary of the audit findings and recommendations for changes in accounting procedures and methods of internal control.

The Auditor shall be responsible for all editing and printing of the following reports:

Annual Financial Report	15 copies
Single Audit Report, if applicable	15 copies
Letter of Comments and Recommendations (City)	15 copies
Audit Presentation (graphs, etc.)	15 copies

All working papers and reports must be retained, at the Auditor's expense, for a minimum of three (3) years, unless the Auditor is notified in writing by the City of the need to extend the retention period. The Auditor will be required to make working papers available, upon request by the City. In addition, the Auditor shall respond to the reasonable inquiries of successor Auditors and allow successor Auditors to review working papers relating to matters of continuing accounting significance.

- c. **City to supply financial information.** The City shall provide Auditor with access to its financial statements and footnotes, which it may formulate from its June 30 general ledger and other relevant materials necessary for Auditor to perform the services described herein. The City may also submit additional financial and statistical information not subject to examination by the Auditor for inclusion in the comprehensive annual financial report.

2. **Payment for services.**

The City shall pay the Auditor for services rendered under this Contract in accordance with the Schedule of Professional Fees For the Audit Proposal attached hereto as Attachment B. Such payments shall be made on a monthly basis upon receipt of an itemized invoice from the Auditor. Such

SAMPLE AGREEMENT

itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing. Auditor will obtain written approval from the City prior to proceeding with any services or work that is not stated in Exhibit 1; otherwise the City will not be billed for such extra/additional services or work.

3. Auditor representations.

Auditor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Auditor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee of the Auditor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability.

4. Insurance.

The Auditor shall procure and maintain during the term of the Contract the insurance coverage's outlined below. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the City of Novi.

- a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
- b. **Commercial General Liability Insurance** – The Auditor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
- c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
- d. **Professional Liability** coverage in the amount of not less than **\$1,000,000** (One Million Dollars) on a per claim/aggregate.

The City of Lathrup Village shall be named as an Additional Insured. Certificates of Insurance evidencing such coverage shall be submitted to the City Clerk, City of Lathrup Village, 27400 Southfield Road, Lathrup Village, Michigan 48076

SAMPLE AGREEMENT

prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

The provisions requiring the Auditor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Auditor under this Contract.

5. Indemnity.

The Auditor agrees to save harmless and defend the City against and from any or all liability, loss, or damages, including without limitations, fees and expenses of attorneys, expert witnesses and other consultants ("Damages"), that the City may suffer as a result of claims, demands, costs, or judgments against it to the extent such Damages arise from, out of or in consequence of the negligent performance of Auditor in connection with the audit services contemplated in this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents, or employees.

6. Nondiscrimination.

The Auditor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Auditor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453), and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this Contract.

7. Staffing.

In its Proposal, the Auditor identified the principal supervisory and management staff, including engagement partners, managers and other supervisors and specialists who would be assigned to the City's work. Such engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Lathrup Village.

However, in either case, the City of Lathrup Village retains the right to approve or reject replacements. Consultants and firm specialists named in the Auditor's proposal may only be changed with the express prior written permission of the City of Lathrup Village, which retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the Auditor provided that replacements have substantially the same or better qualifications or experience.

8. No assignment.

SAMPLE AGREEMENT

The Auditor shall not assign any interest under this Contract and shall not transfer any interest in the same without prior written consent of the City. No reports, information, or data given to or prepared by the Auditor under the Contract shall be made available to any individual or organization by the Auditor without the prior written approval of the City.

9. Compliance with laws.

The Auditor shall, in the performance of this Agreement, comply with and give all stipulations and representations required by all applicable federal, state and local laws, ordinances and regulations, and shall require such compliance, stipulations and representations by all other persons with whom it shall enter into any Contract pertaining to the work hereunder.

10. Incorporated documents.

In addition to the terms and conditions stated herein, the Auditor's "Proposal to provide Auditing Services," dated _____, is incorporated herein to the extent not inconsistent with this Contract.

11. Term.

This Contract shall apply for the fiscal years ending June 30, 2021, June 30, 2022, June 30, 2023, June 30, 2024 and June 30, 2025, with an option to renew for June 30, 2026 and June 30, 2027, at the sole option of the City. Such option shall be deemed to have been exercised unless the City notifies the Auditor, in writing, by June 1, 2026 and 2027, for the respective fiscal years, that it does not want to exercise the option. If the City does so advise the Auditor, there shall be no further obligation between the parties except as specifically set forth herein.

12. Termination.

The City shall have the right to terminate this Contract with or without cause on thirty **(30)** days written notice. In the event of termination, the Auditor shall receive just and equitable compensation for any satisfactory work completed to the date termination takes effect and the City shall be entitled to retain and use all audits, reports and recommendations prepared by the Auditor until such date.

13. Disputes.

This Contract shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Contracts made and to be performed in that state. Should any court action be commenced at any time involving or concerning this Contract, it is hereby agreed that jurisdiction and venue shall be in the State of Michigan Circuit Court in Oakland County. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover attorneys' fees and costs from the other party.

SAMPLE AGREEMENT**14. Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

The Auditor shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract.

IN WITNESS WHEREOF, the City and the Auditor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS:**City of Lathrup Village ("City"):**

By: _____

Mykale Garrett, Mayor

By: _____

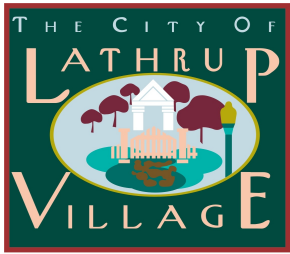
Yvette Talley, Clerk

WITNESS:_____
("Auditor"):

By: _____

Name, title

1066266



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ATTACHMENT B**CITY OF LATHRUP VILLAGE****RFP PROFESSIONAL AUDITING SERVICES
FEE PROPOSAL****SCHEDULE OF PROFESSIONAL FEES FOR THE AUDIT
OF THE 2021, 2022, 2023, 2024, 2025
FINANCIAL STATEMENTS**

	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025
Audit Services	\$	\$	\$	\$	\$
Single Audit	\$	\$	\$	\$	\$
Annual Financial Report	\$	\$	\$	\$	\$
TOTAL (NOT TO EXCEED)	\$	\$	\$	\$	\$

	Hours		Hourly Rate		Total Audit Fee 6/30/2021
Partners		X	\$	=	\$
Managers		X	\$	=	\$
Supervisory Staff		X	\$	=	\$
Staff		X	\$	=	\$
Other (specify):		X	\$	=	\$
GRAND TOTAL (NOT TO EXCEED)					\$

We acknowledge the following addenda:

(please indicate addenda numbers)

This proposal submitted by:

Representative Name (printed) _____

Title _____

Signature _____ Date _____

E-mail _____

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____



INFRASTRUCTURE STUDY GROUP

CITY OF LATHRUP VILLAGE
27400 Southfield Road, Lathrup Village, Michigan 48076

ROAD RECOMMENDATION TO CITY COUNCIL

MONDAY, APRIL 5, 2020

Infrastructure Committee 2022 Construction Street Recommendation:

Goal: To recommend the specific roads for construction during the Summer 2022 road improvement project.

Background: In July of 2020, City Council accepted the recommended road improvement proposal from the Infrastructure Committee and voted to place the recommended road initiative on the November 3, 2020 ballot. During that election, Lathrup Village residents adopted the proposal and project implementation has started. The accepted proposal indicated that the Infrastructure Committee would recommend the specific streets slated for each summer construction season to City Council. While it may seem like the street recommendation for the summer of 2022 construction project is early, the engineering work actually needs to occur during the several months. This document serves as the road recommendation so that engineering work for the summer 2022 project can begin.

Road Recommendation:

The committee recommends 2.24 miles of road repaving for the 2022 construction season. These specific roads are noted below:

- Lacrosse: Bloomfield to Santa Barbara
- Glenwood: Santa Barbara to Bloomfield
- Saratoga: Bloomfield to Sunset
- Cambridge: Santa Barbara to Bloomfield
- San Rosa: Southfield Road to the City Line

- Wiltshire: Southfield Road to the City Line
- East California: Southfield Road to Southfield Road
- Lathrup Boulevard: Southfield Road to Coral Gables
- Rainbow Court: Rainbow Drive to Rainbow Court
- Eldorado Place: Middlesex to Rainbow Drive
- Cambridge*: Southfield Road to Lathrup Boulevard

* - Contingent upon approval of their ditch special assessment district.

The recommendation for the specific roads for the summer of 2022 project was created by both the City and Project Engineers based upon engineering concerns, minimizing disruption and lowering costs. The advantage of this approach is that it produces an unbiased recommendation, as the engineers are unaware of specific resident concerns, City politics, where individual reside, etc. For this project, the engineers chose mostly 1A Full Reconstruction roads. These roads are the most expensive category to reconstruct. By grouping them together for construction in the same season, the engineers felt that the City could command a lower price due to the volume of similar work and economies of scale. Also, because one of the 1A Full Reconstruction roads is located south of I696, the engineers felt that it made sense to tackle the only other two (very short) roads south of I696 eligible under the three-year program. By grouping these roads together, the City will save on future mobilization costs. Two streets, Wiltshire and San Rosa, were chosen because their water mains are being replaced during the summer of 2021, which necessitates subsequent repaving in 2022.

In addition, the engineers also factored in that CMS Energy will be conduction gas line replacements during the summer of 2023 on the east side of Southfield Road between 11 and 12 Mile Road. By getting the more intensive construction in that area out of the way in 2022, there should be minimal conflicts with CMS Energy in 2023. Lastly, in making their selections, the engineers also factored in disruption concerns and did not select adjacent streets for repaving. This was to mitigate parking concerns and to ensure residents will not have excessively long walks to their homes during street closures.

This recommendation is made by the following voting members of the Infrastructure Committee:

Bruce Kantor, Committee Chair
Mayor Pro Tem

Michael Griffin

Mike Keenan

Jo Robinson

Hugo Cardenas



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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: April 5, 2022

RE: Sign Ordinance

Attorney and Planner to provide update draft.



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:** April 5, 2021**RE:** Michigan EGLE – 3rd Amended Administrative Consent Order

Received 3rd Amended ACO. This amends the 2nd ACO from Feb. 7, 2005.

The City negotiated a Town Outlet Capacity (TOC) for sanitary wastewater that can be discharged of 3.35 cubic feet per second. This is anticipated to be replaced with the future Oakland County “Flow Capacity Agreement.”

The City submitted a “Long-Term Corrective Action Plan” to EGLE for review and approval on April 7, 2020. By Sept. 1, 2022, the City is to submit to EGLE a work plan with implementation schedule to certify that the long-term corrective action plan meets either the TOC or Flow Capacity Agreement, along with progress reports.

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION**

In the matter of:

ACO-05511

Date Entered: _____

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

Final Order of Abatement No. 2103
AFO-2103A
ACO-SW05-007

_____/

THIRD AMENDED ADMINISTRATIVE CONSENT ORDER

The City of Lathrup Village (City) owns and operates a separate sanitary sewer system that discharges its sanitary wastewater to the Evergreen-Farmington Sewage Disposal System (EFSDS), which is tributary to the Great Lakes Water Authority (GLWA) and Wastewater Resource Recovery Facility (WRRF). In response to the revised Administrative Consent Order (Consent Order), number ACO-04995, with the County of Oakland, on August 14, 2019, the City requested an amendment to the Second Amended Consent Order, number ACO-SW05-007, entered on February 7, 2005, between the City and the Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD). ACO-SW05-007, all prior amendments, and all subsequent extension approvals regarding the City's sanitary sewer system, upon the consent of the parties, and by the authority granted to EGLE by the Natural Resources and Environmental Protection Act, MCL 324.101 *et seq.*, are hereby amended by this Third Amended Consent Order as follows:

I. STIPULATIONS

The City and EGLE stipulate as follows:

- 1.1 Executive Order 2019-06, signed by Governor Gretchen Whitmer on February 20, 2019, renamed the Department of Environmental Quality (DEQ) as EGLE effective April 22, 2019. This Consent Order uses EGLE to refer to DEQ prior to April 22, 2019.
- 1.2 The City negotiated a Town Outlet Capacity (TOC) with the Oakland County Office of the Water Resources Commissioner (County). The TOC is the maximum amount of sanitary

ACO-05511

Page 2 of 5

wastewater that the City can discharge to the EFSDS and is 3.35 cubic feet per second. The TOC was first referenced in Final Order of Abatement Number 2103 that was signed in 1988 by the City, the Michigan Water Resources Commission, and the Michigan Department of Natural Resources.

- 1.3 The City and the County anticipate replacing the TOC in a future contract between them. If a new contract is entered to replace the TOC, the City shall submit a copy of the new contract to EGLE. Upon written notification by EGLE to the City, the new sewage flow capacity in the new contract shall be incorporated into this Consent Order by reference, shall replace the TOC in this Consent Order, and shall be referred to as the "Flow Capacity Agreement" in this Consent Order.
- 1.4 The intent of this Third Amended Consent Order is to provide the framework for the City to comply with the Flow Capacity Agreement and to design and maintain its sanitary sewer system to prevent sanitary sewage overflows (SSOs) resulting from conditions less than the remedial design standard as defined in EGLE's 2002 SSO Policy and EGLE's SSO Clarification Statement dated October 23, 2003, which are both described in Paragraph 3.4, below.

III. COMPLIANCE PROGRAM

Paragraphs 3.1 through 3.5 of ACO-SW05-007 and any prior amended Consent Orders are hereby replaced with the following paragraphs:

- 3.1 The City completed an evaluation of the feasibility of sanitary sewer projects to remove excess wastewater flow from its sanitary sewer system and submitted a short-term corrective action plan to EGLE, which was approved on March 10, 2005. The short-term corrective action plan included a detailed description of projects and a schedule for each project to: (a) submit the basis of design; (b) submit complete plans and specifications; (c) start construction; and (d) complete construction. The City implemented the approved short-term corrective action plan.
- 3.2 As part of the approved short-term corrective action plan, the City collected and evaluated flow monitoring data for a period of 12 consecutive months. Based on its

evaluation of the flow monitoring data, the City determined it cannot meet the TOC and has contributed to downstream SSOs due to capacity issues during events less than the remedial design standard defined in Paragraph 3.4, below. EGLE and the City have therefore determined that additional corrective actions for the City's sanitary sewer system are needed.

- 3.3. The City submitted an approvable **long-term corrective action plan** to EGLE for review and approval on **April 7, 2020**, to meet the TOC and the Flow Capacity Agreement (if the City and County sign a contract to replace the TOC) and meet all applicable state and federal law regulating SSOs using as guidance the remedial design standard defined in Paragraph 3.4, below.
- 3.4. The remedial design standard as defined in EGLE's SSO Policy Guidance dated December 27, 2002, is a 25-year, 24-hour storm using growth conditions and normal soil moisture. This remedial design standard will remain the goal of all projects described in this Third Amended Consent Order. A ten-year, one-hour storm under dormant and growth conditions will be considered a comparable alternative remedial design standard, as defined in EGLE's SSO Clarification Statement dated October 23, 2003. All SSO events that result from events that exceed this "comparable alternative remedial design standard" will be considered by EGLE for enforcement discretion. To document the appropriateness of the use of the "comparable alternative remedial design standard," the County submitted a complete report on February 26, 2007. The report contained hydrologic and hydraulic modeling analyses comparing the response of the EFSDS (at the EFSDS outlet and using representative system locations agreed upon by EGLE and the City) to both the remedial design standard and the comparable alternative remedial design standard.
- 3.5. On or before **September 1, 2022**, the City shall submit to EGLE for review and approval, a work plan with implementation schedule for conducting a year-long Project Performance Certification Program (PPC Program) to certify that the **long-term corrective action plan** meets the either the TOC or the Flow Capacity Agreement (if the City and County sign a contract to replace the TOC) and all applicable state and federal laws regulating SSOs using as guidance the remedial design standard defined in

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Paragraph 3.4. The City shall commence and complete the PPC Program work plan in accordance with the EGLE-approved implementation schedule.

- 3.6 The approved **long-term corrective action plan** and the schedules therein shall be incorporated into this Third Amended Consent Order by reference and are enforceable hereunder. The City shall complete all EGLE-approved actions in the **long-term corrective action plan** by no later than **March 1, 2023**.
- 3.7 On or before **March 31, 2024**, the City shall submit to EGLE for review and approval the PPC Program report. If the City does not certify that the **long-term corrective action plan** meets the TOC or the Flow Capacity Agreement and all applicable state and federal laws regulating SSOs using as guidance the remedial design standard defined in Paragraph 3.4 of this Consent Order, then the City shall submit an approvable Corrective Action Program work plan to EGLE on or before **July 31, 2024**.
- 3.8 Progress reports shall be submitted to EGLE beginning upon the entry date of this Third Amended Consent Order on an annual basis and shall be due on or before January 15 of each calendar year. The submittal of progress reports shall cease upon termination of this order.
- 3.9 The City shall submit all reports, work plans, specifications, schedules, or any other writing required by this Section to the WRD, Warren District Office Supervisor, at EGLE, 27700 Donald Court, Warren, Michigan 48092-2793. The cover letter with each submittal shall identify the specific paragraph and requirement of this Third Amended Consent Order that the submittal is intended to satisfy.

XII. GENERAL PROVISIONS

All other terms and conditions of ACO-SW05-007 and any previous or subsequent amendments or extensions shall remain in full force and effect and are not altered by this Third Amended Consent Order, except as specifically prescribed in this document. The effective date of this Third Amended Consent Order shall be the date upon which the Director of the WRD signs this document.

ACO-05511
Page 5 of 5

Signatories

The undersigned CERTIFY they are fully authorized by the party they represent to enter into this Amended Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it.

DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Teresa Seidel, Director
Water Resources Division

Date

CITY OF LATHRUP VILLAGE



By: Sheryl L. Mitchell, City Administrator



Date

APPROVED AS TO FORM:

By: Neil D. Gordon, Assistant Attorney General
For: Robert Reichel, Chief
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General

Date



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: April 5, 2021

RE: Evergreen – Farmington Sanitary Drain Drainage District – Chapter 20 Section 471 Agreement

The Oakland County Water Resource Commission (OCWRC) made a presentation to City Council on January 25, 2021 regarding the conversion of the Evergreen Farmington Sewage Disposal System (EFSDS) to a Chapter 20 Drain.

The system has had Sanitary Sewer Overflows (SSOs) going back to the 1980s. The Corrective Action Plan (CAP) attempts to address SSOs by increasing the capacity of the system by increasing the amount sent downstream. [EFSD LINK](#)

The 3-member Drainage Board, Chaired by OCWRC Jim Nash, will govern the Evergreen Farmington Sanitary Drain and improvements to be undertaken in order to comply with the ACO and Town Outlet Capacities (TOC). Bonds will be issued to finance the projects associated with addressing the ACO, with the costs shared by the participating communities. The term of the Agreement is for years, and shall be automatically extended for an additional 10 year intervals, unless parties terminate. [Overview Link](#)

There are 3 major components of the Evergreen Farmington Chapter 20 Drain. The City of Lathrup Village's share is based on 3.06% of the Peak Share:

	GLWA	EFSDS	LV SRT
Project Total Cost	\$33,000,000	\$35,000,000	\$ 500,000
LV Estimated Share	\$ 1,009,800	\$ 1,071,000	TBD
LV Est. Annual Debt Service	\$ 64,780	\$ 68,697	TBD
Bond Sale	Fall 2021	June 2022	June 2021

Elements of the Corrective Action Plan include:

- Contract with Great Lakes Water Authority for increased capacity
- Lathrup Village Sanitary Retention Tank Project (CIP bond)
 - Improvements and maintenance
 - Condition Assessment
 - Address the LV ACO
 - Service Agreement for long-term usage

EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
CHAPTER 20 SECTION 471 AGREEMENT

This Agreement, dated the ____ day of _____, 2021, by and among the Drainage Board for the Evergreen Farmington Sanitary Drain Drainage District (the “Drainage Board”), the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield (each, a “Public Corporation” and collectively, the “Public Corporations”). The Drainage Board and the Public Corporations are sometimes referred to each as a “Party” and collectively as the “Parties.”

WHEREAS, by Resolution No. 7674, adopted September 2, 1976, and pursuant to the provisions of Act No. 342 of the Public Acts of Michigan of 1939, as amended (“Act 342”), the County of Oakland (the “County”) established the Evergreen-Farmington Sewage Disposal System (the “EFSDS” or the “System”) and designated and appointed the Oakland County Drain Commissioner, now the Oakland County Water Resources Commissioner, as the “county agency” for the System pursuant to Act 342 (the “County Agency”), with all the powers and duties with respect to the acquisition, construction and financing of facilities for the System as are provided by law especially Act 342; and

WHEREAS, Section 3 of Act 342 authorizes the County Agency to make and execute proposed alterations, changes, and extensions of the improvements, facilities, or services authorized herein; to locate, acquire, purchase, construct, alter, repair, maintain, and operate the improvements, facilities, and services authorized herein and enter into and execute contracts therefor; and

WHEREAS, the County Agency and the Public Corporations serviced by the EFSDS entered into the Evergreen and Farmington Sewage Disposal Systems Intermunicipal Contract Concerning Wastewater Treatment and Pollution Control Projects, dated September 30, 1989 (the “342 Agreement”); and

WHEREAS, certain of the Public Corporations petitioned for the location, establishment and construction of an intra-county drain project consisting of the sewage disposal system previously known as the EFSDS and all improvements necessary or prudent to bring the EFSDS into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019 (the “ACO”); and

WHEREAS, the Drainage Board named said drain project the Evergreen-Farmington Sanitary Drain (the “Drain”, and the improvements to be undertaken to comply with the ACO also referred to herein as the “Project”) and named the drainage district composed of the Public Corporations the Evergreen-Farmington Sanitary Drain Drainage District (the “Drainage District”) composed of the Public Corporations to be assessed for the Drain, pursuant to Chapter 20 of the Michigan Drain Code, Act No. 40 of the Public Acts of Michigan of 1956, as amended (the “Drain Code”) and issued its Final Order of Determination as executed by the Chairperson of the Drainage Board on November 17, 2020 (the “Final Order of Determination”); and

WHEREAS, as provided in the petition, the issuance of bonds to finance the Project is contingent upon the Public Corporations and the Drainage District entering into an agreement as provided by law setting forth the services and operations of the Drainage District and to provide for methods of addressing and apportioning future improvements to the Drainage District; and

WHEREAS, Section 471 of the Drain Code authorizes the Drainage Board to contract with any public corporation including any agency thereof, including the Public Corporations and the County Agency; and

WHEREAS, the Drainage Board and the Public Corporations acknowledge that the underlying purpose of this Agreement, entered into pursuant to the authority provided in Section 471 of the Drain Code, is to fully satisfy the terms of the petition and allow for the issuance of bonds to finance the Project; supersede and replace the 342 Agreement; provide for the operations, maintenance, and administration of the Project and the Drainage District by the Drainage Board; acknowledge responsibilities with respect to outstanding debt obligations issued to finance EFSDS improvements; and promote communication by and among the Drainage Board and the Public Corporations; and

WHEREAS, it is understood and agreed that the entire cost of the Project and the entire cost for the operations, maintenance, and administration of the Drainage District is to be assessed against the Public Corporations pursuant to Chapter 20 of the Drain Code.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS.

AGREEMENT

1. **Evergreen-Farmington Sanitary Drain Drainage District.** The Parties acknowledge the legal establishment of the Drain and the Drainage District pursuant to the Final Order of Determination and in accordance with applicable law including, but not limited to Chapter 20 of the Drain Code. The Parties acknowledge that the Project is to provide improvements necessary or prudent to bring the EFSDS, now the Drainage District, into compliance with the ACO.

2. **Town Outlet Capacity.** The Parties acknowledge that each Public Corporation's respective ability to discharge to the Drain is specifically limited to that provided in the Town Outlet Capacities attached as **Exhibit 1 (Town Outlet Capacities)**. The Town Outlet Capacities provided herein will not be available until after the full completion of the project described in Section 9 below and in the exhibits attached to this Agreement. After a Public Corporation reaches its Town Outlet Capacity, that Public Corporation shall have the right to contract for any additional needed capacity outside of the Drain, but it shall retain its obligation to deliver its Town Outlet Capacity to the Drain. The Drainage District agrees that each Public Corporation shall retain the right to deliver wastewater in the amount as set forth for its respective Town Outlet Capacity, to the Drain for the term of this Agreement, including any extension thereof, so long as each Public Corporation shall continue to pay the amount specified herein for its respective assessment of the cost of the Project, the operation, maintenance and improvement, and administration of the Drainage District, and any additional facilities of the Drainage District as provided herein. No Public Corporation shall have the right unilaterally to terminate or reduce such payments, but if

any such Public Corporation shall breach such obligation, the Drainage District shall be authorized to terminate or reduce such delivery rights or to transfer such delivery rights to other public corporations, whether a party hereto or not. The discharge of wastewater into the Drain from any Public Corporation whether a Party or not, shall not exceed the Town Outlet Capacity of such public corporation. Responsibility and authority will be vested with the Drainage District to oversee and regulate the discharge of wastewater from each Public Corporation and take appropriate actions to protect the rights of the Drainage District and Public Corporations to promote each Public Corporations to discharge up to but not in excess of its Town Outlet Capacity. The Drainage District shall have the right to require a corrective action plan for any Public Corporation in the event that the Public Corporation exceeds the Town Outlet Capacity. Such corrective action plan may include the ability to restrict new service connections within a Public Corporation. The Parties agree that in the event it becomes necessary or prudent to install meters to monitor the flow of wastewater into the Drain, the costs for installation and operation of such meters shall be borne by all Public Corporations as a general system cost and shall be assessed as such in accordance with Chapter 20 of the Drain Code. If also become necessary or prudent in the judgment of the Drainage Board to construct or install restrictive devices to limit such wastewater flow, the costs for installation and operation of such restrictive devices shall be borne by all Public Corporations as a general system cost or a cost attributable to the Public Corporations tributary to the restrictive device as determined by the Drainage Board. Such costs will be assessed or otherwise be obligated to be paid in accordance with Chapter 20 of the Drain Code.

3. **EFSDS Transfer And Legal Title.** The Parties acknowledge that the EFSDS is hereby transferred to and established as the Drain in accordance with law and the ACO notice provisions. The Drainage Board shall be responsible for the operations, maintenance, and administration of the Drainage District in accordance with Chapter 20 of the Drain Code.

4. **EFSDS Outstanding Debt Obligations.** The Parties acknowledge that there are outstanding debt obligations issued by the County for improvements to the EFSDS, attached as **Exhibit 2 (Index of Outstanding FEEDS Bonds)**. The Parties hereby covenant and agree that, so long as any such bonds or other debt obligations remain outstanding and unpaid, the provisions of this Agreement shall not impair the security for the bonds or other obligations or the prompt payment of principal of principal or interest thereon. The Public Corporations, the Drainage Board and the County Agency further covenant and agree that they will comply with their respective duties and obligations under the terms of this Agreement promptly, and will not suffer to be done any act which would in any way impair bonds or other debt obligations, the security therefor, or the prompt payment of interest thereon. The Parties acknowledge that such outstanding debt obligations will continue to be serviced in the manner that they are currently being serviced, and that the Drainage District shall continue to pay the County of Oakland the amounts necessary to meet all such bond payments, debt service, and obligations until and unless otherwise agreed between the Drainage District and the County. The Parties further acknowledge that with respect to any debt issued pursuant to Act No. 342, the Oakland County Water Resources Commissioner will continue in the capacity as County Agency, as designated and appointed by the County for the EFSDS for carrying out the purposes of and exercising the powers and duties vested in any contract entered into by and among the County and any of the Public Corporations pursuant to Act 342 (any such contract referred to herein as an “Act 342 Contract”). Any Party that is party to an Act 342 Contract ratifies and confirms its obligations under any such Act 342 Contract and agrees to continue to carry out its obligations under such Act 342 Contract, including the payment of

amounts required to be paid by any Public Corporation to the County Agency for the payment of debt service and any County Agency administrative expenses, as provided in the Act 342 Contract. To the extent there is any inconsistency between an Act 342 Contract and this Agreement, the terms of the Act 342 Contract will prevail.

5. **Drainage District Operations.** The Drainage District shall operate in accordance with accepted public utility operational procedures. The Drainage District shall not be liable to any Public Corporation, or any individual user therein, for any interruption in service. The Public Corporations agree to comply with their respective administrative consent orders as listed in **Exhibit 3 (Public Corporation Administrative Consent Orders).**

6. **Public Corporation Consent To Location of Drainage District.** The Public Corporations, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Drain and of other extension, improvement or enlargement thereof, within their corporate boundaries and to the use by the Drainage District of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Drain and any improvement, enlargement or extension thereof. The Public Corporations further agree that in order to evidence and effectuate the foregoing agreement and consent, they will execute and deliver to the Drainage District such grants of easement, right-of-way, permit or consent as may be requested by the Drainage District. Each Public Corporation agrees to transmit to the Drainage District wastewater collected within its respective boundary or otherwise provided by contract up to its Town Outlet Capacity, at reception points designated by the Drainage District, and the Drainage District agrees that the Drainage District shall accept and dispose of such wastewater for treatment.

7. **Public Corporation Wastewater.** Each Public Corporation shall be responsible at its own expense to properly operate and maintain its respective sewer system to collect and deliver wastewater flow to the Drain. The Drainage District shall have no responsibility for the Public Corporations' sewer systems. The Public Corporations shall be responsible for the character of their respective wastewater flows and shall comply with standards, rules, and regulations controlling the transportation and discharge of wastewater to the Drain. Each Public Corporation by the adoption of appropriate ordinances or rules or regulations shall enforce all legal requirements and Drainage District requirements including those relating to industrial pretreatment. Each Public Corporation shall not deliver wastewater to the Drain which causes an unreasonable additional burden on the Drain or causes physical damages to the Drain or causes or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements.

8. **Service Area.** The service area of the Drain is depicted in **Exhibit 4 (Service Area Map)** which service area consists of the EFSDS interceptor system as configured as of the date of establishment of the Drain and Drainage District by execution of the Final Order of Determination, and includes areas served pursuant to existing service agreements of certain Public Corporations with other municipalities outside of the Drainage District as listed in **Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities).** The Parties understand that the Drainage District is currently subject to the contract between the EFSDS (and as anticipated to be transferred and assigned to the Drainage District) and the Detroit Water And Sewerage Department (as has been assigned to the Great Lakes Water Authority). No Public

Corporation that is a party to this contract shall divert flow that is presently tributary to the Drain to another sewage treatment plant or facility or construct or permit the construction of any new sewage treatment plant or facility within the Drainage District without the approval of the Drainage Board.

9. **Assessments of Public Corporations For the Payment Of Project Costs.** The Parties acknowledge and approve the Project and the preliminary plans and cost estimates for the Project attached as **Exhibit 6 (Project Preliminary Plans And Cost Estimates)**. The Public Corporations acknowledge and agree to pay the Drainage District for all Project costs, including the acquisition, construction, and financing of the Project in accordance with the approved Final Order of Apportionment, executed by the Chairperson of the Drainage Board on May ____, 2021, establishing the assessment percentages as described in **Exhibit 7 (Final Order of Apportionment Assessment Percentages)**. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition and construction of the Project, the approval of the work and materials therefor, and construction supervision, shall be under the exclusive control of the Drainage Board. The Drainage Board shall maintain appropriate insurance coverage for the Project. The insurance premiums for policies secured by the Drainage Board for the Project shall become a Project cost. In the event the amount of any judgment, arbitration award or settlement, including litigation costs, are payable by the Drainage Board, such amount shall be a Project cost. It is specifically recognized by all Public Corporations that the Drainage Board may issue bonds on behalf of the Drainage District in anticipation of the collection of assessments or other payments required to be made by the Public Corporations under the provisions of Chapter 20 of the Drain Code and as described in this Agreement, and the Public Corporations covenant and agree that they will make all required payments to the Drainage Board promptly and at the times specified herein.

10. **Assessments and Charges to Public Corporations For The Payment Of Drainage District Operations, Maintenance, and Administration Costs.** The Public Corporations shall pay the Drainage Board for the operation, maintenance and administration of the Drain and related wastewater services at such amounts as the Drainage Board may establish from time to time based on the aggregate quantity of wastewater on a multi-year rolling average method entering the Drain attributable from the Public Corporations or any other method as determined by the Drainage Board, based on the percentage benefit to each Public Corporation. The Parties acknowledge that amounts charged by the Drainage Board to each Public Corporation will include all applicable costs and expenses associated with financing, administration, operation and maintenance, sewage disposal charges or other applicable expenses as determined by the Drainage Board, and will include an allocable share of debt service owed on outstanding bonds and other obligations issued by the County for improvements to the EFSDS. In the event that the Drainage District is billed directly by the Great Lakes Water Authority for charges associated with high strength and industrial wastewater flows, such charges may be invoiced directly to the responsible Public Corporation or Public Corporations as determined by the Drainage Board. Each of the Public Corporations reserves the right to establish the manner in which it assesses and charge properties within the Public Corporation benefiting especially from the Drain or otherwise provide for the amounts needed to pay for the Drainage District assessments, in accordance with the Drain Code and other applicable law. Operation, maintenance, and administrative expenses shall include, but not be limited to, such amounts as in the judgment of the Drainage Board to pay for any losses or legal expenses arising from the operation, maintenance and improvement, and

administration of the Drain and the repair and replacement of the Drainage District's administrative facilities, equipment, accessories, or appurtenances as may be reasonably necessary or prudent. If the character of wastewater transmitted from any Public Corporation imposes an unreasonable additional burden upon the Drain, the Drainage Board may apply an additional assessment to the respective Public Corporation and, if necessary or prudent, the Drainage Board shall have the right for the protection of the Drainage System and the public health or safety, to deny discharge of wastewater to the Drainage District.

11. **Administration, Auditing, Financial Services, and Other Overhead Expenses.**

The Drainage Board is authorized, but not required, to use the Oakland County Water Resources Commissioner, the County of Oakland, or third party personnel, equipment, or services for the operations, maintenance or administration of the Drain. The Public Corporations agree that the costs of contract, administration, auditing, financial services, and other overhead expenses are part of the Drain costs whether provided by County personnel or third parties. This includes allocable share of personnel cost, salary, and fringe benefits as determined by the Drainage Board.

12. **Billing.** The assessments and charges as herein provided shall be billed on either a monthly or quarterly basis by the Drainage Board to the Public Corporations. It is understood and agreed, that the payment of charges for services as provided herein for each Public Corporation shall be the general obligation of such Public Corporation, and the Drainage Board shall have the right to utilize any method permitted by law for the collection of such charges due to the Drainage Board under this contract.

13. **Nonassignment.** A Public Corporation shall not assign any claim, right, or privilege it may have under this Agreement or under law from or against the Drainage District to any other Public Corporation, person, or entity whatsoever without the prior written approval of the Drainage Board.

14. **Drainage District Rules And Regulations.** The Drainage Board may establish general rules and regulations for the Drainage District consistent with applicable law, rules, and regulations controlling the quantity and quality of the discharge of the users to the Drain. Nothing herein shall prohibit the Drainage Board from establishing rules and regulations more stringent than those required by applicable law, rules, and regulations, if, in the judgment of the Drainage Board stricter rules and regulations are necessary or prudent to protect the integrity of the Drainage District. Further, each Public Corporation agrees to enforce such rules and regulations as the Drainage Board adopts from time to time.

15. **No Territorial Change of Public Corporation.** No change in the jurisdiction over territory in any Public Corporation shall in any manner impair the obligations of this Agreement, supplement or amendment. In the event all or any part of the territory of a Public Corporation is incorporated as a new city or is annexed to or becomes a part of the territory of another Public Corporation or another public corporation, the Public Corporation or public corporation into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and rights in the Drainage District of the Public Corporation from which territory is taken and such a Public Corporation shall become a Public Corporation in this Agreement, based upon a division determined by the Drainage Board in its sole discretion.

16. **Term.** This Agreement shall remain in full force and effect for an initial term of forty (40) years from the Effective Date as provided in Section 26, and shall be automatically extended for an addition ten (10) year term beyond the initial term and thereafter automatically extended for ten (10) year intervals unless terminated by the Parties as provided herein; provided that, in no event shall this Agreement be terminated if any bonds, notes or other debt of the Drainage District remain outstanding. It is understood that this Agreement shall automatically and without further action of the Parties, be extended to such date beyond the initial term and any extension thereto to coincide with the date on which all of the principal of and interest on any such bonds, notes or other debt have been fully paid. Expiration or termination of this Agreement shall not impact in any way the Parties rights, duties and obligations and the Drainage Board's rights and obligations to the continued operation, maintenance and improvement, and administration of the Drain under Chapter 20 of the Drain Code.

17. **Termination.** Following the initial term or the full payment of the principal of, and interest on, any and all bonds, notes or other debt of the Drainage District, whichever is later, this Agreement may be terminated by any Party upon a minimum of 365 calendar days written notice to each of the other Parties to this Agreement. The written notice shall state the effective date of the termination.

18. **Governing Law.** This Agreement is made and entered into in the state of Michigan and shall be interpreted, enforced, and governed under the laws of the state of Michigan. The language of this Agreement is intended to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

19. **Lawsuits or Claims.** The Parties agree that the costs and expenses of any lawsuits, disputes, or claims of any kind arising directly or indirectly out of this Agreement to the extent such costs and expenses are chargeable against the Drainage District shall be deemed to constitute part of the cost of the Drain and shall be paid by the Public Corporations in the same manner as other costs of the Drain.

20. **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

21. **Government Function.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege power, obligation, duty, or immunity of the Parties. The obligations in this Agreement are in the exercise or discharge of a governmental function.

22. **Notices.** Notice of a legal nature shall be sent by certified first class mail, return receipt requested or by personal delivery as follows:

Drainage District:

Oakland County Water Resources Commissioner
One Public Works Drive, Building 95-West
Waterford, Michigan 48328

Public Corporation:

Authorized representative for such Public Corporation

All Notices shall be considered delivered to a Party on the date of receipt as represented by the return receipt or by proof of personal service. Any Notice given must be signed by an authorized representative.

23. **Entire Agreement, Amendment, Counterparts, and Enforceability.** This Agreement sets forth the entire understanding of the Parties concerning its subject matter and specifically supersedes and replaces the 342 Agreement. The terms and conditions are contractual and not mere recital. This Agreement may be amended by a writing executed by all Parties with persons with legal authority to bind the respective Party. This Agreement may be executed in several counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument. The recital and whereas provisions of this Agreement are considered an integral part of this Agreement. If any provision of this Agreement is judicially determined to be invalid or unenforceable, the remainder of this Agreement (other than those found to be invalid or unenforceable) is not affected and is enforceable, provided that the invalid or unenforceable provision does not substantially alter the Agreement or make execution impractical.

24. **Public Purpose.** The Drainage Board and the Public Corporations enter this Agreement to serve the public health and welfare of the people of the state of Michigan, especially in the Drainage District.

25. **Successor and Assigns.** This Agreement is binding on, and for the benefit of, the Parties and their respective successors and assigns, subject to the provisions of this Agreement precluding assignment.

26. **Existing Rights.** Nothing in this Agreement shall impact the existing rights or obligations of any Party.

27. **Effective Date.** This Agreement shall become effective as of the date first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date and year first above written.

**EVERGREEN-FARMINGTON SANITARY
DRAIN DRAINAGE DISTRICT**

By: _____

Its: _____

COUNTY OF OAKLAND

By: _____

Its: County Agency, pursuant to Act No. 342 of the
Public Acts of Michigan, 1939, as amended

CITY OF AUBURN HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF BEVERLY HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

And: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

And: _____

Its: _____

TOWNSHIP OF BLOOMFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF BLOOMFIELD HILLS

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF FRANKLIN

By: _____

Its: _____

And: _____

Its: _____

CITY OF KEEGO HARBOR

By: _____

Its: _____

And: _____

Its: _____

CITY OF LATHRUP VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF ORCHARD LAKE VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF SOUTHFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF TROY

By: _____

Its: _____

And: _____

Its: _____

**CHARTER TOWNSHIP OF WEST
BLOOMFIELD**

By: _____

Its: _____

And: _____

Its: _____

INDEX OF EXHIBITS

1. Exhibit 1 (Town Outlet Capacities). Para 2.
2. Exhibit 2 (Index of Outstanding EFSD Bonds). Para 4.
3. Exhibit 3 (Public Corporation Administrative Consent Orders). Para 5
4. Exhibit 4 (Service Area Map). Para 8.
5. Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities). Para 8.
6. Exhibit 6 (Project Preliminary Plans And Cost Estimates). Para 9.
7. Exhibit 7 (Final Order of Apportionment Assessment Percentages). Para 9.

EXHIBIT 1
TOWN OUTLET CAPACITIES

DRAFT

EXHIBIT 2**INDEX OF OUTSTANDING EFSD BONDS**

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen-Farmington Sewage Disposal System 8 Mile Road Pumping Station Bonds, Series 2012	\$2,415,000	4/10/2012	10/1/2013-2032
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds, Series 2014	\$36,855,000	9/17/2014	10/1/2017-2036
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2015	\$3,700,000	10/13/2015	10/1/2016-2027, 2029, 2031, 2033, 2035
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2017	\$4,805,000	5/31/2017	3/1/2018-2037
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds. Series 2017	\$995,000	9/28/2017	Mandatory redemption 9/1/2018-2027
Evergreen-Farmington Sewage Disposal System Refunding Bonds. Series 2018	\$3,065,000	2/28/2018	4/1/2019-2031

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2018A	\$8,300,000	9/20/2018	4/1/2019-2033
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2020A	\$3,910,000	3/26/2020	7/1/21-2029

EXHIBIT 3

PUBLIC CORPORATION ADMINISTRATIVE CONSENT ORDERS

DRAFT

EXHIBIT 4

SERVICE AREA MAP

DRAFT

EXHIBIT 5

**INDEX OF PUBLIC CORPORATION AGREEMENTS TO ACCEPT
WASTEWATER FROM OTHER MUNICIPALITIES**

DRAFT

EXHIBIT 6

PROJECT PRELIMINARY PLANS AND COST ESTIMATES

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EXHIBIT 7

FINAL ORDER OF APPORTIONMENT ASSESSMENT PERCENTAGES

DRAFT

4813-2900-0635 v7 [9007-435]

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A HERITAGE OF GOOD LIVING

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

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

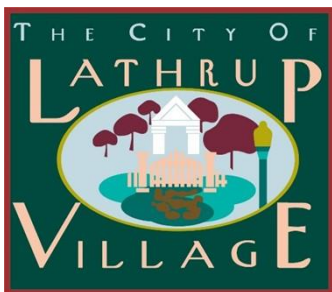
Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:**TO:** Mayor Garrett and City Council Members**FR:** Sheryl Mitchell Theriot, City Administrator**DA:** April 5, 2021**RE:** Lathrup Village Lead Service Line Replacement Policy and Agreement

As part of the requirements from Michigan EGLE, the City is required to replace water service lines containing lead or galvanized materials. This includes the material from the stop box to the connection at the water meter in the owner's property.

The attached document spells out the policy regarding this process and includes the agreement that will need to be signed by the property owners before the work is undertaken.

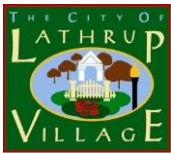
The document is for review and comment. The finalized version will be on the April 19th Council Agenda for approval.



A HERITAGE OF GOOD LIVING

LEAD SERVICE LINE REPLACEMENT POLICY

LATHRUP VILLAGE
WATER DEPARTMENT
APRIL 19, 2021



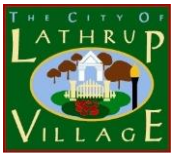
City of Lathrup Village Lead Service Line Replacement Policy

Introduction

In 2018, Michigan adopted revised lead and copper rules to protect public health in the State by reducing lead exposure through drinking water. The updated rules reduce the “lead Action Level”, revise water sampling protocols, require a materials inventory at certain intervals, and require the replacement of all lead service lines (LSLs) at a rate averaging 5% per year, not to exceed 20 years total for replacement of all service lines. Partial lead service line replacement is no longer permitted, except in case of an emergency repair, and the full lead service line must be replaced at the expense of the water supply. The new rules apply to all service lines in the water supply system, including any portion of a service line that is privately owned.

Policy goals:

- (1) To provide for a governance policy that defines the following:
 - a. **Water Service Line** – the pipe from the discharge corporation fitting attached to the public water supply main to the customer premises plumbing or to the building plumbing at the first shut-off valve inside the building or 18 inches inside the building, whichever is shorter.
 - b. **Public Side Water Service Line** – the portion of the water service line from the discharge of the corporation fitting attached to the public water supply main to the discharge of the curb stop.
 - c. **Private Side Water Service Line** – the portion of the water service line from the discharge of the curb stop to the customer premises plumbing or to the building plumbing at the first shut-off valve inside the building or 18 inches inside the building, whichever is shorter.
 - d. **Lead Service Line (LSL)** – any portion of the existing water service line that is made of lead, or any portion of the water service made of galvanized steel that is or ever was downstream of a lead pipe.
 - e. **Lead service line materials inventory** – description of water meter upgrade program, records management (GIS, other databases), frequency of updates, and required completion date for a verified inventory.
 - f. **Lead service line replacement schedule** – the replacement of private lead service lines will primarily be determined around current projects as articulated in the three-year capital improvement bond, road improvement plan, five-year water main capital improvement plan, and other determinations to meet replacement requirements set by the State of Michigan.
 - i. Replacement/easement agreement
 - ii. Resident opt-in policy
 - iii. Notice requirements



- iv. Provisional/emergency replacement whenever a leak or failure has been discovered on either privately-owned property or portions of the publicly-owned Lathrup Village Water Supply System
- (2) To provide a definition for the funding requirements and methodology for the Lathrup Village Water Department to fund the replacement of privately-owned portions of lead water service lines and replacement of publicly-owned lead water service lines as required by the State of Michigan revised lead and copper rules.
- a. Funding source
 - b. Notice requirements
 - c. Loan terms and conditions

Lead Service Line Replacement Governance Policy

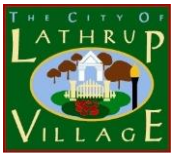
Section 1: Lead Service Line Materials Inventory

In 2021 the city began asking residents to participate in a self-identification water distribution materials survey. This online survey has instructions, prompts, and an opportunity to upload photos. The city's plumbing inspector reviews the information provided and conducts inspections of private service line materials connected to the water meter for each property with "unknown" service line materials. The pipe material on the inside of the residence is identified and inventoried on a spreadsheet of all the parcels in the City.

In late Spring 2021 the city will begin more diligent identification of water service lines with excavations to be done on a random, statistically significant sample, as defined by the most recent guidance provided by EGLE. City contractors will utilize the "Collector" GIS application to track the public and private service line materials at the curb stop and, if required, at the water main. As with the self-identification, parcels are used instead of addresses for better representation on GIS maps.

This data will be used to create [a public facing map](#) and maintained based on the source data from this parcel file. This public-facing map will enable residents to search for the material on the inside of their property by address or parcel number. The City will utilize an online form to allow residents to contact the Water Department (1) if the material on the map is wrong based on their own verification or (2) if the material is unknown on the map. This tool enables the Water Department to crowdsource any corrections or update missing or incomplete information. *Note: the Water Department shall confirm any change recommendations from property owners before the master database is updated.*

Internally, the parcel layer is also used to create another map that has parcels color-coded based on material and includes the City's 5-year capital improvement projects – paving, water mains, fire hydrants, gate valves, and sidewalks replacements. Each of these projects has been color-coded with targeted install year. This map will ultimately serve as the City's master infrastructure inventory and will be utilized to project future water main, road work, and other necessary infrastructure maintenance and upgrades. As of December 31, 2021, the database has 260 material entries. Projects approved through the budget process



inform lead service line replacement protocols referenced below.

Section 2: Lead Service Line Replacement Protocols

The City of Lathrup Village Water Department shall, at its cost and at no cost to the property owner, replace the private side water service line or any lead service line whenever:

1. A water service line material of lead or galvanized steel has been discovered on either the privately-owned or publicly-owned portion of the water service line; or
2. When any portion of the public side water service line is replaced as part of a planned LSL Replacement Program or an emergency basis. Planned LSL replacements shall be prioritized based on other scheduled or budgeted infrastructure improvements.
3. Per EGLE requirements, the City has up to 20 years to replace LSL at a rate of 5% annually.

REPAIR OR RECONNECTION PROHIBITED

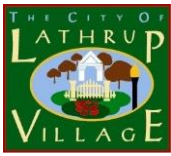
Repair of an existing lead water service line, or reconnection of a privately-owned lead water service line to the Lathrup Village Water Supply is prohibited by Michigan Administrative Code Rule 604f, R325.10604f, entitled “Treatment techniques for lead and copper” promulgated pursuant to Public Act 399 (Safe Drinking Water Act), as amended.

NOTICE REQUIREMENTS

1. Within 30 days of determining a water service line contains lead, the City shall provide the owner or occupant of the premise with a written notification of the service line material content. The notification will include information on steps one can take to reduce their exposure to lead in drinking water.
2. Leak or emergency replacement: In the event of a lead water service line leak or failure or an emergency replacement of the City of Lathrup Village-owned portion of the lead water service line, the City Administrator or his/her designee shall promptly provide written notice to the property owner of the replacement requirement and the property owner shall sign and provide the City with a water service line replacement agreement as hereinafter provided for the privately-owned portion of the lead water service line before replacement can begin.
3. Planned replacement: In the event of a planned replacement of a City of Lathrup Village-owned portion of a lead water service line, the City Administrator or his/her designee shall provide at least 45 days written notice prior to the commencement of the planned replacement and the property owner shall sign and provide the City with a water service line replacement agreement as hereinafter provided for the privately-owned portion of the lead water service line before replacement can begin.

WATER SERVICE LINE REPLACEMENT AGREEMENT

Before a privately-owned lead water service line can be replaced, the property owner shall sign a water service line replacement agreement form provided by the City that includes, in addition to other terms and conditions, the following:



- Acknowledgment of ownership of the property being served by the lead water service line, and
- Permit of temporary access to the City or its contractor(s) to inspect and replace the privately-owned lead water service line and any related testing, flushing, and adjustments during any contractor guarantee period, and
- Acknowledgment that the property owner shall retain full ownership, maintenance, repair, and replacement for that portion of the privately-owned service line and related appurtenances not replaced, and
- Acknowledgment that the property owner shall assume ownership of the water serviceline that replaces the privately-owned lead water service line and be fully responsible for its ownership and, after the expiration of any guarantee period, its maintenance, repair, and replacement.
- Acknowledgement and agreement to hold the City harmless and free from any claims or liability for damage done in performance of the water service line replacement work.

FAILURE TO SIGN WATER SERVICE LINE REPLACEMENT AGREEMENT

If the City Administrator or his/her designee has determined, in accordance with this Administrative Policy, to replace a privately-owned lead water service line, and the property owner of such dwelling has declined, refuses, or fails to respond to requests to sign a water service replacement agreement:

- The City may, upon notice to the property owner, discontinue water service if the City determines there is an imminent threat to the health, safety, or welfare of the public.
- The City Administrator may request that the City Attorney or special counsel apply for and obtain an appropriate court-issued order authorizing replacement in accordance with the terms in the water service replacement agreement.
- The City may take such other measures as permitted at law.
- The City shall maintain a record of customers that fail to grant access to the interior of the premise. If access is denied, the record shall include date of the denial, to whom the denial was communicated, and the denial itself in writing. If the customer does not respond to requests for access, the record shall include the dates when and manner by which access was requested by and whom it was requested.

Section 3: Funding Policy

REPLACEMENT REQUIREMENT

The Lathrup Village Water Department shall, at its cost and at no cost to the property owner, replace the Private Side portion of a Water Service Line if lead or **galvanized steel** material is verified:

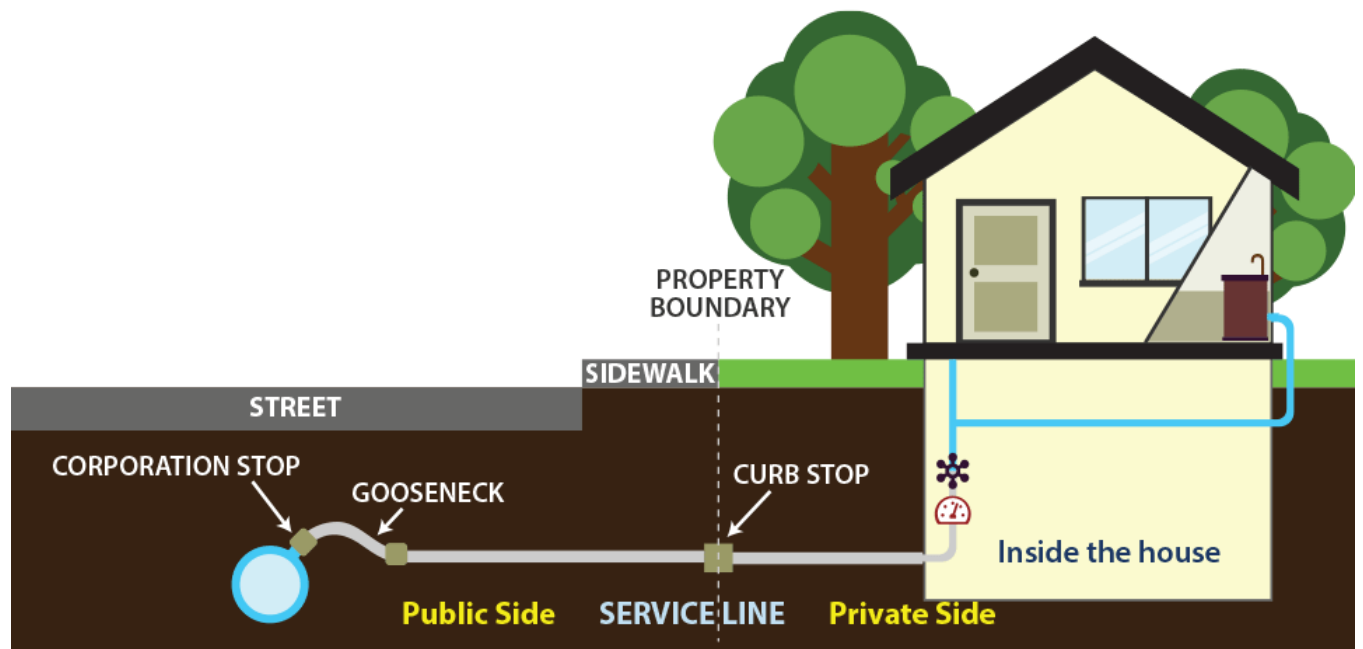
- (a) Whenever a leak or failure has been discovered on either the public portion of the water infrastructure or the private portion of the lead service line.
- (b) As part of a planned replacement project as articulated in this implementation governance policy.

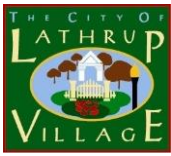
FUNDING SOURCE

At their March 1, 2021 meeting, City Council approved the issuance of three-year Capital Improvement Bonds. A portion of those funds will be utilized to cover LSL replacements. The cost of future LSL replacements will be covered with the City's water and sewer fund.

DEBT SERVICE RECOVERY

The City intends to repay the cost for the LSL program via utility rates/capital improvement bond. The Assistant City Administrator/Treasurer will incorporate the estimated annual debt service payment into the City's water rate model to determine annual water rate recommendations for City Council.





CITY OF LATHRUP VILLAGE

WATER SERVICE LINE REPLACEMENT AGREEMENT

PURPOSE - The purpose of this Agreement is to set forth the terms and conditions pursuant to which the City of Lathrup Village (the "City") will provide a new water service line to the undersigned owner's property located at _____ (the "{Owner}").

GENERAL PURPOSE. The existing lead and/or galvanized previously connected to lead private water service line from the curb stop valve located at the property line and the water meter will be disconnected and replaced with a new private water service line within the same limits and in a similar location to accomplish a full non-lead service line replacement from the water meter to the water main.

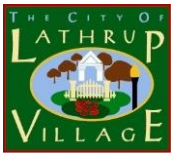
CONTRACTOR. This Agreement anticipates that a Contract will be awarded to a qualified contractor, experienced in performing water service line replacements to complete the services herein as defined in this Agreement. ("Contractor").

CONSIDERATION. The City and the Owner each agrees that the promises made by the other party and the benefits to be derived from their execution of this Agreement are full, acknowledged, and sufficient consideration for entering into this Agreement.

THE CITY (OR ITS CONTRACTOR) WILL):

1. Conduct an introductory meeting with the Owner and perform a pre-inspection of the water service line as it enters inside the premises and connects to the meter(to confirm the service line material). If necessary, these items will be corrected/replaced at no cost to the undersigned owner of the property and building (the "Owner"). Should the water meter be broken during the installation of the new service line, the water meter will be replaced at no cost to the Owner.

2. Have a new copper or plastic private water service line constructed at City expense, from the



curb box in the public right-of-way to the water meter on the Owner's property including the meter setting and any necessary connections to reset the water meter. The existing private water service line, if not removed as part of the replacement, will be disconnected and capped off inside the building and in the public right-of-way.

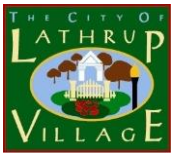
3. Restore the Owner's property disturbed by construction, including sidewalk, seeding of grass areas on the property and restore the interior portions of the building on the property disturbed by such work. Restoration will not include interior finished work (i.e. woodwork, tiling, carpeting, painting, etc.) or premise plumbing work (including replacement of fixtures).

4. Require the Contractor doing the work to provide and maintain adequate insurance to protect the Owner against any loss that may result from damage caused by negligent construction operations on the Owner's property, and require the contractor to provide the City with proof of such coverage.

5. Guarantee to the Owner that any work done shall be free from defects in material and workmanship for a period of one (1) year from completion of the work "(Guarantee Period)".

THE OWNER/TENANT WILL DO THE FOLLOWING:

1. Confirm that the Owner(s) is the only owner or owners of the above referenced property;
2. Permit temporary access and right of entry to and upon the above-referenced property to the City, the City's Project Representative (Engineer), and the City's designated Contractor(s) to conduct an introductory meeting and perform a pre-inspection as described above, to enable construction and testing of the new private water service line, including the flushing of interior and exterior faucets, and to enable any needed adjustments, maintenance, or repairs during the guarantee period.
3. Provide for a clear and unobstructed access to the work area for the Contractor where the water service line enters the premises. This may include the removal of drywall, paneling, fixtures, and carpeting that obstruct or hide the area where the service line enters the premises.



4. Agree to schedule the work to be performed during the City's allowable work times of Monday

– Saturday, 8 am to 6 pm.

5. Assume full responsibility for the maintenance, repair, and replacement of the private part of the water service line, located on the above-referenced property, after expiration of the guarantee period. After the end of the guarantee period of one (1) year, the responsibility of each party (City and the Owner) shall be as shown on the diagram below; and

6. Provide necessary watering and care to the grass seed restoration and landscaping installed, if necessary.

7. Hold the City, Engineer, and the Contractor(s) harmless and free from any claim, suite, demand, or liability for any damage incurred in performance of the water service line replacement work at the Owner's property as defined herein.

MISCELLANEOUS TERM: The responsibility of the maintenance, repair, and replacement of the water service located in the public right-of-way will be pursuant to City of Lathrup Village Water System Rules and Regulations, including its adopted lead service line replacement policy, as amended.

Signed by the Owner(s) this ____ day of _____, 20__.

Owner(s) Signatures

Owner(s) Signatures

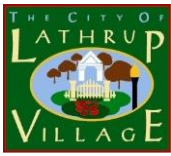
Owner(s) Printed Names

Owner(s) Printed Names

Telephone Number1

Telephone Number2

Email Address



DRAFT 4-3-2021

Item 2F.

Acknowledged the _____ day of _____, 20____,

Land Contract Holder(s) Signatures

Land Contract Holder(s) Signatures

Land Contract Holder (s) Printed Names

Land Contract Holder (s) Printed Names

Telephone Number1

Telephone Number2

Email Address

Acknowledged the _____ day of _____, 20____,

Tenant(s) Signatures

Tenant(s) Signatures

Tenant(s) Printed Names

Tenant(s) Printed Names

Telephone Number1

Telephone Number2

Email Address

SECTION BELOW TO BE COMPLETED BY CITY OFFICIALS

Signed by the City of Lathrup Village this _____ day of _____, 20__.

CITY OF LATHRUP VILLAGE CITY ADMINISTRATOR OR DESIGNEE

By: _____

Its: _____

PROPERTY ADDRESS: _____

PARCEL ID NUMBER: _____



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: April 5, 2021

RE: 2021/22 Goals & Performance Measures

On March 18, 2021, City Council meet to discuss goals and priorities.

The updated Goals and Strategies are provided, based on the comments that were shared.

Also, the Performance Measures are updated. The new items are reflected in **bold** type on this document.

CITY OF LATHRUP VILLAGE – CITY COUNCIL

VALUES/GOALS/STRATEGIES - FISCAL YEAR 2021/2022

| 1

VALUES	GOALS/OBJECTIVES	STRATEGIES
Transparent, Open and Honest Government – This value reflects our first and most important responsibility. We maintain an organization reputation for openness, honesty and integrity	• Improve Communications with Residents and Local Businesses	• Admin - Improve website design to make info more easily accessible • Council - Town Halls • Council & Admin - PSA's • Council - Coffees
	• Develop effective document management and paperless processes	• Municode Meetings • Online Fillable Forms & Online Payments
	• Promote a safe and secure community	• Police - Community Policing Programs
	• Improve quality of life for residents of all ages	• Recreation Programs, Code Enforcement
Dedication to Service – our primary duty is the people we serve. We are accessible, responsive, consistent and understanding. We provide assistance beyond our customer's expectations and we find effective solutions to problems that are brought to our attention.	• Improve operations through upgrades in technology	• Budget Software • Point & Pay
	• Maintain robust and attractive business corridors	• DDA – Development Initiatives for Blighted Buildings Along Business Corridors • Code Enforcement – Quarterly Assessment / Walk Through of Every Property
	• Develop and prioritize improvements to parks and playgrounds	• Council & Admin - Seek and allocate funding for parks and playground improvements • Admin - Continue best practices in maintaining city grounds, parks and entrances
	• Maintain high quality neighborhoods and housing stock	• Code Enforcement (e.g., how do I maintain my ditch & culvert) • Identify cross functional opportunities (e.g. police officers & Code Enforcement)
	• Continue improvement in response time to residents for any type of contact	• Admin - Provide a maximum 1 work day initial response to See Click Fix reports; with an additional response every 3 business days until the issue is resolved.

CITY OF LATHRUP VILLAGE – CITY COUNCIL

VALUES/GOALS/STRATEGIES - FISCAL YEAR 2021/2022

| 2

VALUES	GOALS/OBJECTIVES	STRATEGIES
Fiscal Responsibility – proper use of community resources in a public trust which we continually guard. In the management of this trust, we must avoid even the appearance of impropriety. In our management of public funds, we will strive for the greater possible efficiency and effectiveness.	• Support economic vitality to attract and retain local businesses	• Admin - Timely Budget Reports and Identification of Exceptions
	• Maintain All Public Infrastructure	• Admin - Implement Street Improvement Program • Admin - Implement Capital Improvement Program
	• Continue reviewing contracts \ suppliers \ business arrangements to ensure we are spending as little as possible for goods and services	• Council & Admin - Review All Contracts to determine if Needed / Priced correctly
Personal Honesty and Integrity – each of us demonstrates the highest standards of personal integrity and honesty in public activities to inspire confidence and trust in our government.	• Update Rules and Procedures	• Attorney, Council & Admin - Update Council Rules and Procedures • Attorney, Boards & Admin - Update Board Rules and Procedures
	• Code of Ethics Review	• Annually Review of Code of Ethics with all current and newly elected/appointed council and board members • Combined Trainings
	• Assume Personal Accountability and Responsibility	• Council - Attend Meetings • Council - Provide Notification 12 to 24 hours in Advance of absences • Council - When Absent Watch the Missed Meeting on YouTube • Council - Read Entire Meeting Packets BEFORE MEETINGS. • Council - Respond by agreed upon deadlines. • Council - Be on time.

CITY OF LATHRUP VILLAGE – CITY COUNCIL

VALUES/GOALS/STRATEGIES - FISCAL YEAR 2021/2022

| 3

VALUES	GOALS/OBJECTIVES	STRATEGIES
Excellence – we continually pursue excellence by being creative, professional, taking risks, showing initiative and being committed to our team. In this pursuit, we support continuing education and training for all team members.	• Training	• Council & Admin - Register and participate in training offered by MML and other organizations
	• Education	• Council & Admin – Subscribe & read journals, organizations and periodicals (e.g. Inside 208, Bridge, MML magazine, etc.)
Teamwork – we are a team that emphasizes high levels of trust and cooperation and commitment to excellent communication with the organization. We encourage employees to exercise independent judgement in meeting customer needs through professional behavior that is consistent with our values.	• Provide teamwork opportunities (e.g. workshops, cross functional work, social outings, etc.)	• Provide teamwork opportunities for City staff • Provide Teamwork Opportunities for Council • Council - Retreat
	• Provide Cooperative Education opportunities	• Admin – Internships to Students (paid or unpaid)
A Humane and Diverse Organization – we are a humane organization that honors diversity and protects individual rights. Open communication, respect for others compassion and a sense of humor contribute to our positive working environment. We make every attempt for every employee to reach his or her full potential. We value cultural and social diversity that is reflected in our community, and we welcome the changes and new perspectives that this diversity brings us.	• Culturally & Socially Diverse Boards and Commissions • Diverse Work Force	• Council - Appointments to boards and commissions – reflective of the cultural and social diversity of the community • Admin - in all City Department – thrive for hiring practices that are reflective of the cultural and social diversity of the community

CITY OF LATHRUP VILLAGE – 2021/2022 GOALS AND PERFORMANCE MEASURES

| 1

CITY COUNCIL	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Provide high quality public services and infrastructure that meet the needs of local residents. Value and build a desirable and vibrant community for residents, businesses, and visitors.	• Number of Regular Meetings • Number of Special Meetings • Number of Zoning Board of Appeals Meetings • Number of Town Halls • Number of Ordinances Adopted • Number of Resolutions Adopted • Number of Proclamations Presented • Number of Subscribers to eNewsletter • Number of Users of City's Facebook Page • Joint Meetings with Southfield Public Schools • Joint Meetings with Planning Commission • Joint Meetings with DDA • Joint Meetings with Beverly Hills, Southfield City Council • Annual Meeting with Road Commission for Oakland County • ZBA Refresher Training

CITY OF LATHRUP VILLAGE – 2021/2022 GOALS AND PERFORMANCE MEASURES

| 2

COMMUNITY & ECONOMIC DEVELOPMENT – PLANNING & ZONING	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
The overall objective for Planning & Zoning division is continuously evaluate our development processes with eye towards streamlining our land development requirements, and taking on projects and activities which improve the quality of life for residents.	
	• Adopt Comprehensive Plan and implementation of action strategies. • Evaluate and adopt revisions to the zoning ordinance in accordance with the Comprehensive Plan recommendations • Adopt sign ordinance revisions • Implement non-motorized transportation plan including wayfinding signage • Implement City Council goals related to cannabis uses • More effectively utilize BS & A software to improve workflow and project tracking in CEDD, and integrate efforts with other departments. • Obtain recertification of the city's Redevelopment Ready Certification utilizing updated MEDC metrics. • Work with Tree Committee to establish standards, inventory, and regular maintenance plan • Update Zoning Ordinance to Reflect New Technologies (ex. Autonomous vehicles) and Review Expanded Usage of Cell Towers

STREET PAVING BOND PROJECTS	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Street Paving Projects - To rehabilitate portions of the local road system that are in degraded condition and to improve the function of the storm ditch system over a 3-year period. This three-year project would begin in the spring/summer of 2021 is funded by a taxpayer authorized \$5.8 million bond.	
	• Provide monthly reports on status of projects • Work with City Engineer to update notices and information for residents via website, social media, mailings, etc. • Track progress and invoices • Develop and implement the project plan for any Special Assessment District's – notices, public hearings, etc.

CAPITAL IMPROVEMENT BOND PROJECTS	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Water & Sewer Projects - To rehabilitate the City's various water, sewer and lead related infrastructure issues. Comply with state mandates for verification of water service line materials and the removal/replacement of lead & galvanized water service lines.	
	• Provide monthly reports on status of projects • Work with City Engineer to update notices and information for residents via website, social media, mailings, etc. • Track progress and invoices

CITY OF LATHRUP VILLAGE – 2021/2022 GOALS AND PERFORMANCE MEASURES

| 3

DOWNTOWN DEVELOPMENT AUTHORITY	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
The overall objective for the Downtown Development Authority, which facilitates the economic development activities of the city, is to maintain and improve the City's commercial tax base and business-mix by implementing initiatives to support business growth and retention, marketing the City as a distinctive and welcoming place to do business, and implementing placemaking and streetscaping improvements.	
	• Refine and streamline Commercial Landlord and Business licensing procedures. Develop a how-to guide/checklist for business and property owners. Draft ordinance amendments to Commercial Landlord and Business license language to better align with modern language and best practices. • Increase Business and Property Owner engagement by hosting monthly events. ○ Additional performance metric: track attendance/participation to calculate effectiveness of DDA presence and benefits received by businesses • Increase volunteer-base by way of new/expanded opportunities for involvement ○ Additional performance metric: track & calculate valuation of volunteer hours • Enhance social media outreach ○ Additional performance metric: calculate post engagements/outreach, increased number of "followers", e-newsletter clicks • Distribution of grant funds including relief, façade, sign, etc. • Promote placemaking and implement streetscaping enhancements ○ Additional performance metric: identify building rehabs, new signage • Increase number of new businesses

SPECIAL PROJECTS	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Produce communications for city residents and businesses	
	• Produce weekly eNewsletters • Produce quarterly Your Town Magazine • Produce periodic print and video updates for DDA/businesses • Assist with updates on website

CITY OF LATHRUP VILLAGE – 2021/2022 GOALS AND PERFORMANCE MEASURES

| 4

POLICE DEPARTMENT	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
The Lathrup Village Police Department is committed to professional excellence in providing public safety services for the City in the form of police patrol, criminal investigations, crime prevention, and community relations. The Lathrup Village Police Department is dedicated to being a regional and national leader among police departments by hiring talented and professional officers and civilian staff, demonstrating the highest standards of performance, best practices in policing, and accountability, and reflecting the values of the supportive city it serves. The Lathrup Village Police Department takes a proactive role in promoting agency and officer integrity by assessing our police-citizen interactions, providing valuable officer training programs and taking the steps to remain a transparent agency. Department members strive to adhere to four core values: • Integrity • Professionalism • Fairness • Compassion	• Continue with PowerDMS and Taser contracts • Purchase of a new patrol vehicle to replace an older unit • Purchase Guardian Tracking software for early intervention for employees • Purchase Police One Academy subscription for virtual training classes • Focus on hiring qualified police candidates preferable with experience by enticing them with lateral pay incentive • Enroll in the Accreditation program through MACP (July 2021) • Purchase portable radios to be compatible with the new county wide radio system • Recruit and hire candidates that reflect the diversity of the community • Monthly updates on Transparency Dashboard of: calls for service; citations; and arrests • Monthly report to City Council of: ○ Activity ○ Alarm Summary ○ Radar Traffic/Speed Readings ○ Officer Ticket Activity • Work with Architect on completion of dept. space study • Host at least 2 community education/engagement events • Provide City Administrator monthly report on accomplishments: ○ Community outreach projects, including fundraisers ○ Public education ○ Meetings/trainings of Command Staff • De-escalation and Diversity Training • Apply for Michigan Association of Chiefs of Police (MACP) Accreditation

CITY OF LATHRUP VILLAGE – 2021/2022 GOALS AND PERFORMANCE MEASURES

| 5

PARKS AND RECREATION	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
There are three main goals for the Parks & Recreation department for budget year 2021-22. 1. Provide a well-rounded variety of programming available to all Lathrup Village residents. 2. Build a sense of community by providing opportunities for Villagers to interact positively with each other and with the City. 3. Continue to remain flexible and meet the changing needs of the community amid pandemic conditions.	PROGRAMMING ○ Offer at least three classes, events, trips or special programs per month providing opportunities for youth, adults and seniors ○ Engage 20 percent more households from under-represented neighborhoods in recreational programming ○ Host at least one event or activity at each neighborhood park COMMUNITY BUILDING ○ Partner with at least one community group for each major Lathrup Village event ○ Host at least four community park cleanups ○ Host at least one community service project

BUILDINGS & GROUNDS	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
There are three main goals for the Building and Grounds department for budget year 2021-22. 1. Improve cleanliness and safety of the Municipal Building for residents, visitors and employees by tracking custodial work and safety incidents, and by soliciting feedback from building users. 2. Track facility maintenance requests, responses to requests, emergency repairs and project status. 3. Collect information on the state of the Municipal Building through inspections and system reviews.	CLEAN AND SAFE ENVIRONMENT ○ Less than 3 safety incidents per year ○ Pass semi-annual kitchen inspections without any corrective items ○ System in place to solicit feedback from building users ○ Adhere to CDC/MDHSS Guidelines TRACKING SYSTEMS ○ System in place to track facility maintenance requests, emergency repairs and projects ○ 90% response rate to facility maintenance requests within 24 hours BUILDING REVIEW ○ General building inspection complete ○ Inspections/reviews completed for major building systems: roof, HVAC, windows, elevator, water system & plumbing, IT and security

CITY OF LATHRUP VILLAGE – 2021/2022 GOALS AND PERFORMANCE MEASURES

| 6

BUILDING DEPARTMENT	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Code Enforcement - objective is to make sure an appealing, and safe community by encouraging engagement in the code development process. Remain vigilant in maintaining the appearance of residential and commercial areas by correcting violations of municipal codes and land use requirements. Treat residents with respect and empathy. Goals: 1. Code enforcement goal is to have all LV residents comply with Cities ordinances. 2. Ensure responsive to community needs are met. 3. Respond to resident's needs, questions in a timely, and proactive manner.	• Key performance measure - providing timely review and services ○ Identify best practices, ex. 48 hours for non-emergencies. ○ Then establish baseline for Year 1 • Measure between BS&A -vs- SeeClickFix. • Measure the satisfaction of residents with code enforcement. ○ Develop and disseminate a survey tool ○ Provide report • Produce monthly report of inspections with status for Council and DDA • Provide articles for quarterly Your Town publication • Provide articles/reminders at least 6 times a year for eNewsletter • Respond to posts on See, Click, Fix within 1 business day and update until file every 3 days until the case is closed

BUILDING DEPARTMENT	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Permits, Inspections, Licenses (Business, Landlord, Rental) The primary responsibility of the Building Department is to monitor and enforce all building codes to protect the health, safety, and welfare of the community. The Building Department issues permits and inspects all new construction, alterations, additions to existing structures, and commercial building changes in occupancy. The Building Department also inspects all businesses located within the City.	• Provide monthly report of all permits issued • Provide monthly report of all inspections • Provide monthly report of licenses issued • Establish baseline for timeframes from applications to time that permits/licenses being issued ○ Identify best practices; measure activity for Year 1 • Establish and implement plan to inspect all businesses annually or bi-annually • Measure compliance with business licenses, landlord licenses and rental licenses • Update rental building file. Implement rental inspections – annual inspections

CITY OF LATHRUP VILLAGE – 2021/2022 GOALS AND PERFORMANCE MEASURES

7

CLERK / ELECTIONS	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Elections - Conduct elections in accordance with State of Michigan election law, receive certification from County Board of Canvassers and audits by State of Michigan Bureau of Elections. FOIA - Receive, route and provide response documents for FOIA (Freedom of Information Act) requests. Clerk – Record and post minutes for City Council and Planning Commission, including public hearings and notices.	• Recruit and train elector workers for each precinct • Maintain current safety standards for election worksites • Maintain separate folder and post on website: ○ Resolutions ○ Proclamations ○ Ordinances ○ Public Notices ○ Minutes (City Council and Planning Commission – on Municode Meetings)

FINANCE DEPARTMENT	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Finance/Budget – promote financial stability, department-wide financial stewardship, and achieve operational excellence.	• Produce monthly financial reports for City Council • Invest all cash in conformance with the adopted Investment Policy and provide quarterly investment report for City Council • Establish and monitor Bond Funds and Projects; issue timely payments • Timely payment of invoices • Monthly bank reconciliations of all accounts by 15th of next month • Timely tax proceeds disbursements to other governmental entities • Update Chart of Accounts in accordance with State requirements • Address any outstanding audit findings/comments ○ Obtain unqualified independent audit opinion • Reduce number of water billing complaints and billing adjustments
Human Resources – hire, train, and retain an agile, skilled, effective, and diverse workforce; Innovative and inclusive workplace; Sustainable culture of engagement and superior performance.	• Provide training and cross-training for staff on BS&A and Point & Pay • Produce New Employee Orientation Packet

CITY OF LATHRUP VILLAGE – 2021/2022 GOALS AND PERFORMANCE MEASURES

| 8

DEPARTMENT OF PUBLIC SERVICES (DPS) – LATHRUP SERVICES	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Improve the overall image of the City and for the collection and disposal of leaves in Spring/Fall, municipal solid waste, and recyclables. Provide high quality maintenance and repairs of our parks, trees, sidewalks. Through contracts with SOCCRA– provide for the collection and disposal of yard waste and refuse collection and disposal. And, with City of Ferndale – storage of yard waste	• Meet weekly with City Administrator and review the projected weekly job assignments/work orders with the City Administrator. • Maintain an inventory of such materials within the DPS yard. When it is time to order such materials, the Service Provider shall obtain permission from the City Administrator or designee. • CATCH BASIN MAINTENANCE – inspect annually; cleaning between April – November ○ Inspect all 500 over 5 years ○ Use vactor truck to remove all solids and liquids • Complete and submit Monthly Storm Water Pollution Prevention Plan (SWPPP) Good Housekeeping Maintenance Site Inspection form • Provide compost to residents • Respond to posts on See, Click, Fix within 1 business date; and update until file is closed • Update Water Service Line Material when checking, replacing water meters. • Minor repairs/pruning of trees when possible. • Maintenance of DPS vehicles and equipment – Monthly Report • Identify and correct Cross-Connection at DPS Garage

LTV	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Provide high quality recordings, productions and re-broadcasts as LTV Operations Manager.	Provide services and produce monthly and annual report: REGULAR PROGRAMMING • Council Meetings, Planning Commission, DDA, Special/Joint/Town Hall SPECIAL PROGRAMMING • Video Snaps, News/Events, Public Service Announcements MISC. ADDITIONAL SERVICES PROVIDED

CITY OF LATHRUP VILLAGE – 2021/2022 GOALS AND PERFORMANCE MEASURES

| 9

CITY ADMINISTRATOR	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Provide for the efficient administration of all administrative departments of the city government.;	• Recommend budget and amendments; maintain balanced budget • Monitor Monthly Water Lose Reports • Review New Vendors List Monthly • Produce monthly City Administrator reports for council packets • Monthly meetings with staff • Conduct annual performance evaluations of all department heads and direct reports • Review annual self-evaluations of performance evaluations of all employees • Measure response time to residents (1 business day – through the means contacted and/or in writing)

CITY ATTORNEY	
GOALS/OBJECTIVES	PERFORMANCE MEASURES
Legal Advise - Provide writing advise any officer or department head of the city in matters relating to his official duties when so requested and shall file with the Clerk a copy of all written opinions given by him. Prosecution - prosecute such ordinance violations and he shall conduct for the city such cases in court and before other legally constituted tribunals as the Council may request. He shall file with the Clerk copies of such records and files Ordinances & Contracts - The Attorney shall prepare or review all ordinances, contracts, bonds and other written instruments which are submitted to him by the Council and shall promptly give his opinion as to the legality thereof. Legal / Legislative Updates - The Attorney shall call to the attention of the Council all matters of law, and changes or developments therein, affecting the city.	• Provide written feedback within 3 business days of request • Provide reports on tax appeals and status • Provide draft of ordinances within 30 days • Prosecutions – provide a monthly report of closed cases/files: ○ Charge(s) ○ Case/Ticket # ○ Offense & Date ○ Disposition (ex. Pled guilty, dismissed) • Continuous review of city codes, ordinances for updates • Identify priorities from Council and Staff (for items that require more immediate attention)



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: April 5, 2021

RE: Fund Balance and Reserve Policy

Although, the City of Lathrup Village has held an unofficial policy of maintaining at least a 15% General Fund Balance, best practices recommended by the Government Finance Officers Association and GASB are that there be an official policy adopted.

The attached is a draft of the Fund Balance & Reserve Policy, including classifications, procedures and Appropriate Reserve Level for the General Fund.

The Fund Balance Components are:

- Nonspendable Fund balance
- Restricted Fund Balance
- Committed Fund Balance
- Assigned Fund Balance
- Unassigned Fund Balance
- Unassigned Fund Balance

The Reserve Policy is to maintain an unrestricted Fund Balance of 15-20% of expenditures.

It is intended to present this policy on at the April 19th Council Meeting for your consideration and adoption.

CITY OF LATHRUP VILLAGE
Fund Balance & Reserve Policy
Classification, Procedures and Appropriate Level

Adopted: _____

DRAFT: April 5, 2021

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Purpose

The City of Lathrup Village believes that sound financial management principles require that sufficient funds be retained by the City to provide a stable financial base at all times. To retain this stable financial base, the organization needs to maintain a fund balance in the General Fund that is sufficient to fund all cash flows of the organization, to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature, and to provide funds for all existing encumbrances.

The purpose of this policy is to establish a key element of the financial stability of the City of Lathrup Village by setting guidelines for fund balance. Fund balance is an important measure of economic stability. It is essential that the City of Lathrup Village maintain adequate levels of fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the general operations of the City of Lathrup Village.

In addition, this policy addresses the City of Lathrup Village's requirements under GASB 54 surrounding the composition of fund balance, including the establishment and use of the various components of fund balance.

Definitions

Fund Balance – A governmental fund's fund balance is the difference between its assets, deferred outflows and its liabilities and deferred inflows.

Fund Balance Components – An accounting distinction is made between the portions of fund equity that are spendable and nonspendable. Under GASB 54, these are broken up into five categories:

- 1) **Nonspendable fund balance** – Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund)
- 2) **Restricted fund balance** – Amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and dedicated millages.
- 3) **Committed fund balance** - Amounts constrained to specific purposes by a government itself using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.
- 4) **Assigned fund balance** – Amounts *intended* to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- 5) **Unassigned fund balance** – is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

Unrestricted fund balance - Unrestricted fund balance includes committed, assigned and unassigned fund balance categories. Governments may deem it appropriate to exclude from consideration resources that have been committed or assigned to some other purpose and focus on unassigned fund balance rather than on unrestricted fund balance.

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Policies

Minimum Unrestricted Fund Balance & Reserves - General Fund

The fund balance of the City of Lathrup Village's General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities. The City of Lathrup Village's basic goal is to limit expenditures to anticipated revenue in order to maintain a balanced budget.

Reserves - It is the goal of the City of Lathrup Village to achieve and maintain an unrestricted fund balance in the general fund equal to 15% - 20% of expenditures. The use of fund balance is appropriate for one-time expenditures or to avoid creating a structural deficit.

If unassigned fund balance falls below the goal or has a deficiency, the City Administrator will treat this as a financial management priority and will implement procedures for replenishing fund balance as well as identify a timeline that will be reported to City Council. A key component of the replenishment plan will be to control operating expenditures and use budget surpluses to replenish fund balance.

Committed Fund Balance

The Lathrup Village City Council is the City of Lathrup Village's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Lathrup Village City Council at the council meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

Assigned Fund Balance

The Lathrup Village City Council has authorized the City Administrator act as the official authorized to assign fund balance to a specific purpose as approved by this fund balance policy.

Order of Expenditure of Funds (Spending Prioritization)

When multiple components of fund balance are available for the same expenditure (for example, a project has both restricted and unrestricted funds available for it), spending will occur in this order – the following is the order of spending prioritization-restricted, committed, assigned, and unassigned.



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 and City Council Members
 FR: Sheryl L. Mitchell, City Administrator
 DA: April 5, 2021
 RE: **CITY ADMINISTRATOR UPDATES**

• **City Council Meetings – Municode**

- <https://lathrup-mi.municodemeetings.com/>
 - For agenda's, packets, minutes, video's, meeting calendar, public comment form
 - Please go to this link to complete your initial setup and password:
<https://www.municode.com/training/meetings/initial-setup>
 - Once everyone is set up, it allows for taking roll call, voting and meeting minutes.
- Study Session – Monday, April 5, 2021 at 6pm ID: 993 5678 7531 PC: 307942
- Study Session – Monday, April 19, 2021 at **5:30pm** ID: 939 7579 3197 PC: 126481
- Council Meeting – Monday, April 19, 2021 at 7pm ID: 985 6614 5146 PC: 282771
- City Hall Closed April 2, 2021 in observance of Good Friday.

• **Administration –**

- **Staff** - Melody Simpson has joined us as a full-time staff - Administrative Assistant.
- **Telephone System** - upgrading the telephone system. Staying with Windstream. (BSB is the telephone equipment). The current system is becoming obsolete and maintenance/parts replacement are becoming challenging. Will be converting from a T1 line to internet service for the telephones. In addition to be faster and more reliable, there is an approximate \$300/month cost saving. A Windstream project coordinator will be in contact in about 3-4 weeks. The conversion is estimated to take about 90-120 days.
- **Point & Pay** – online payments will include integration with BS&A and permits. Activation date of April 5, 2021 is still on track.
- **Your Town** – is printed and being delivered.
- **City Administrator Reports** – are now being posted on the website, so that resident can also see them. Link:
http://www.lathrupvillage.org/departments/city_administrator_reports.php
- City Administrator's 3rd Year Anniversary is April 2nd. Time for Mayor and Council to conduct evaluation.

- **Michigan EGLE- Administrative Consent Order** – Received 3rd Amended ACO. This amends the 2nd ACO from Feb. 7, 2005. The City negotiated a Town Outlet Capacity (TOC) for sanitary wastewater that can be discharged of 3.35 cubic feet per second. This is anticipated to be replaced with the future Oakland County "Flow Capacity Agreement." The City submitted a "Long-Term Corrective Action Plan" to EGLE for review and approval on April 7, 2020. By Sept. 1, 2022, the City is to submit to EGLE a work plan with implementation schedule to certify that the long-term corrective action plan meets either the TOC or Flow Capacity Agreement, along with progress reports.

- **DPS/Lathrup Services**
 - Yard waste collection begins Monday, April 5th.
- **Clerk / Elections –**
 - Election is Tuesday, November 2, 2011 – for 3 council seats. Nominating petitions are due by July 20th at 4pm
 - 1 Nominating Petition has been received from Jalen Jennings
 - FOIA forms are now fillable online
- **Police Department –**
 - Moving forward with submitting grant request through Cong. Brenda Lawrence's office for technology and for the LVPD. Her office will be submitting only 10 application from her district to the federal government for consideration. The deadline is April 5th
- **Building Department & Code Enforcement**
 - Weekly staff meetings on new projects and status of ongoing projects
 - Updating processes and related forms to accommodate online transactions
- **Recreation Department**
 - Art Fair – June 19, 2021 from 10am-6pm
 - Work is about to begin on the capital improvement projects for the Community Garden and Park signage
- **Street Improvement Projects – Website link**
<http://cms5.revize.com/revize/lathrupvillagem/biz/businesses/infrastructure.php#adminpanel>
 - Attended Preconstruction meeting with ASI for the street projects is scheduled for April 1. Also in attendance, Scott Ringler, Susie Stec and Bruce Kantor.
 - Updates will be provided on the City website:
 - Residents will receive notices 3 days prior to construction
 - There will be bi-weekly schedule & progress updates
 - Looking to add 2 alley approaches to the contract
 - ASI to evaluate drainage issues in advance of construction
- **Water/Sewer CIP Projects**
 - Web pages being updated to include info on lead testing and CIP projects. [LINK](#)
 - **Lead & Copper Service Line Survey** – The City has received 147 responses (up 14 from last week) to the survey so far! As expected, most properties have copper lines connecting to their water meters inside of their homes. But, it is important to note that 11 homes have been identified as having lead and 4 with galvanized steel. The lead and galvanized steel water service lines will be placed on the list and scheduled for replacement of the entire water service line – at the expense of the city.
 - **EGLE Material Verification Requirements** – were just issued. It appears that cities are not expected to physically verify every service line, but “rather a statistically sound subset” – a representative, uniformly random number of service lines must be physically verified:
 - Due by January 1, 2025; but “suggested” to complete by December 2022
 - Must physically verify at least 20% of the unknowns
 - Lathrup Village has 1795 Water Service Lines. As of 3/2021 – approximately 1500 are unknown materials.
 - Lathrup Village must physically verify approximately 300
- **Planning Commission – meeting Tuesday, April 20th at 7pm**
 - Public Hearing – 4/20 at 7pm on Zoning Ordinance Amendment - to allow more flexibility in the application of building material standards

- **DDA** – Board Meeting – April 16 at 12noon
- **Juneteenth Celebration Committee** – had 2nd meeting. Members include: Cori Dahl, Grace Green, Dan Sugg, LaJean Partmon, Robin Dillard-Russaw, Derek Russaw, Pamela Perkins, Mark Reitenga. Support from Cori Dahl, Chris Clough, Susie Stec. Event is planned to be held on June 19th in conjunction with the Art Fair. Plans include a Diversity Champion recognition.
- **Website** –process underway for free upgrade of website with Revize
- **Bike Route – Wayfinding**
 - Work scheduled to begin May 3, 2021 and be completed by May 28, 2021
- **Lathrup Village Community Foundation** – is celebrating its 25th Anniversary. LVCF and Michigan First will host a kickoff event. A banner and poster will be at city hall.
 - LVCF confirmed funding to support the summer concert series, dog park, community garden, October Festival, purchase of a Live Stream Video Camera, Family Fun Days, Holiday Tree Lighting contest and Breakfast with Santa.

Events & Programs

- April 17, 2021 – Free Food Distribution
- Saturday, April 17 – Adopt a Highway Clean Up
- April 24, 2021, 10am-2pm – Hazardous Waste Day, Earth Day and Arbor Day Celebration (LV Municipal Parking Lot)
- Sunday, April 25 – Adopt a Highway Clean Up