

City Council Special Meeting Agenda

Monday, July 12, 2021 at 6:00 PM
27400 Southfield Road, Lathrup Village, Michigan 48076

ZOOM REMOTE MEETING INFORMATION

Webinar ID: 925 0306 1906

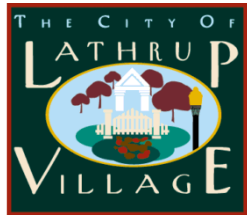
Password: 003336

Online: <https://zoom.us/j/92503061906?pwd=aGJhMGJXNlFYVlRBWWxoYldhSktGQT09>

Telephone: 646.558.8656 or 312.626.6799

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

1. **Call to Order** by Mayor Garrett (in accordance with PA 254 of 2020, the members should identify their physical location by stating the county, city, township, or village and state from which he or she is attending the meeting remotely).
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**
5. **Public Comments for Items on the Agenda** (Speakers are limited to 3 minutes)
6. **Action Requests - For Consideration / Approval**
 - A. Appointment for Vacated City Council Seat
 - B. Swearing In - Council Member to Fill Vacated Seat
 - C. Agreement for Election Services Between Oakland County and City of Lathrup Village
 - D. Plante & Moran - Professional Services Agreement - Capital Assets and Pension/OPEB Liability
 - E. Discussion - Brick Pavers and Circular Drives in Right of Way
 - F. Discussion - Update Cannabis / Marijuana
 - G. Discussion - Update Street and Capital Improvement Projects
7. **Public Comment**
8. **Mayor and Council Comments**
9. **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

Item A.

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: July 12, 2021

RE: Appointment for Vacated City Council Seat

The resignation of City Council Member Donna Stallings was received with an effective date of May 31, 2021.

Section 5.7 of the City Charter provides that the vacancy shall be filled within 60 days, by a majority vote of the remaining members of council, with the appointee holding office until the Monday following the election. At the election, the vacancy will be filled for the remainder of the unexpired term (November 2023). If not filled in 60 days, the vacancy for the unexpired term shall be filled at a special election.

This Council announced that it would accept applications for those interested in filling the vacancy. The deadline for applications was Thursday, June 17, 2021 at 4pm. Seven (7) applications were received before the deadline:

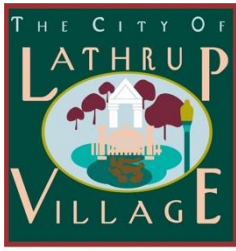
Avrohom Apt
Vickie Brockman Hall
Jalen Jennings
Mike Keenan
Dawn Medley
Michael Poole
Peter Stephan

After the application deadline, a submission was submitted by Maria Mannarino (resume only) and Greg Ruvolo (application only).

The next election is the General Election being held on Tuesday, November 2, 2021. The outcome of this election will determine who completes the remainder of the unexpired term through November 2023.

Suggested Motion:

To appoint _____ to fill the vacant city council seat, with the term ending Monday, November 8, 2021.



A HERITAGE OF GOOD LIVING

CITY OF LATHRUP VILLAGE

27400 Southfield Road
Lathrup Village, MI. 48076

OFFICIAL OATH OF OFFICE

STATE OF MICHIGAN

COUNTY OF OAKLAND

I, _____, do solemnly swear (affirm) that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter of the City of Lathrup Village, and the Ordinances of the City of Lathrup Village and that I will discharge the duties of **CITY COUNCIL MEMBER** for the City of Lathrup Village, Michigan, according to the best of my ability.

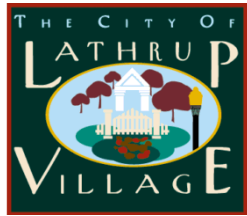
Signature _____

Printed Name _____

Address _____

Subscribed and sworn to before me on this _____ day of _____, A.D. 2021.

Dr. Sheryl Mitchell Theriot
City Administrator



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

Item C.

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: July 12, 2021

RE: Agreement for Election Services Between Oakland County and City of Lathrup Village

With the dramatic increase in Absentee Voters due to changes in Michigan Election laws, the Oakland County Clerk is making Absent Voter Ballot Counting Services available to local municipalities. Last year, 16 municipalities took advantage of this service, which was paid for through a federal grant. The grant funding is no longer available and the County Clerk is charging a nominal fee for these services.

As part of the process, the ballots will continue to be issued and returned locally. Oakland County processed on the Monday before Election Day after 4:00pm. Those ballots that arrive on Election Day are processed through the local precinct.

The City continues to manage the precinct voting. The cost is estimated to be similar to the attached quote for Walled Lake (Note: this is for 2 elections):

Worker Cost	\$1,165.95
Facilities Charge	\$ 47.27
Publication	<u>\$ 30.00</u>
TOTAL	\$1,243.22

Either party may cancel the agreement with 84 days written notice.

Suggested Motion:

Adopt the Attached Resolution to Approve the Agreement for Electronic Services Between Oakland County and City of Lathrup Village, and authorize the Mayor and/or City Administrator to sign the Agreement and related documents.

AGREEMENT FOR ELECTION SERVICES BETWEEN OAKLAND COUNTY AND CITY OF LATHRUP VILLAGE

This Agreement for Election Services Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Lathrup Village ("Public Body") 27400 Southfield Road, Lathrup Village, MI 48076. In this Agreement, the County shall be represented by the Oakland County Clerk, in her official capacity as a Michigan Constitutional Officer. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement pursuant to the Michigan Election Law, 1954 Public Act 116, MCL 168.764 *et seq.*, for the purpose of County providing Ballot Counting Services for Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1. **Act** means the Michigan Election Law, 1954 Public Act 116, MCL 168.764 *et seq.*
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment to this Agreement.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County's security measures, security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners,

elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Election Services** means the following individual Election Services provided by County's Clerk's Elections Division, if applicable:
 - 1.6.1. **Absentee Ballot Counting** means processing, including, but not limited to, opening, tabulating and reporting absentee ballots and related results.
- 1.7. **Exhibits** mean the following descriptions of Election Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in this Agreement under Section 2 or added at a later date by a formal amendment to this Agreement:
 - ☐ Exhibit I: Absentee Ballot Counting Services
- 1.8. **Local Clerk** means the local elected or appointed Clerk for Public Body or their designee.
- 1.8. **Public Body** means the City of Lathrup Village which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain Election Services.
- 1.9. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the Election Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.10. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its County Clerk Elections Division, will provide the Election Services described in Exhibit I which is attached and incorporated into this Agreement. County is not obligated or required to provide any additional services that are not specified in this Agreement.
- 2.2. County, through its Board of Election Commissioners and authorized representatives, shall take the necessary and appropriate actions to comply with Section 764d(8) of the Act in the appointment of election inspectors to a County absent voter counting board and all other provisions under the Act governing such board.

- 2.3. County may access, use, and disclose transaction information and any content to comply with the law such as a subpoena, court order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than when it is required by law.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. Public Body shall comply with all terms and conditions in this Agreement, including Exhibit I to this Agreement, and the Act.
- 3.2. Public Body shall deliver the Agreement executed by its authorized representative(s) to County within the time-frame set forth in Section 764d(5) of the Act and, upon County's execution of the Agreement, the Agreement shall be deemed to be filed by Public Body with County in compliance with Section 764d(5) of the Act.
- 3.3. For each Election Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
- 3.3.1. Direct coordination and interaction with County staff.
- 3.3.2. Communication with the general public when appropriate.
- 3.4. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- 3.5. Third-party product or service providers may require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service or usage, in order to provide Election Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body must follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. DURATION OF INTERLOCAL AGREEMENT.

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party or other written notice evidencing such Party's governing body's approval, except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a court, a signature from the Chief Judge of the court shall evidence approval by Public Body, providing a resolution and minutes do not apply. If Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Elections Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an amendment, this Agreement shall remain in effect until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. Election Services shall be provided to Public Body at the rates and for the charges specified in the Exhibits, if applicable.
- 5.2. If County is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's records, data, or information that is stored by County relating to Election Services that Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with an invoice/explanation of County's costs for Election Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
- 5.7. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Election Services identified herein, shall not relieve Public Body of any payment obligation for any Election Services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Section shall survive the termination, cancellation, and/or expiration of this Agreement.

6. **ASSURANCES.**

- 6.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the Election Services and/or for noncompliance with this Agreement by Public Body Employees.
- 6.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. **USE OF CONFIDENTIAL INFORMATION**

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. **DISCLAIMER OF WARRANTIES.**

- 8.1. THE ELECTION SERVICES, INCLUDING ANY GOODS, PARTS, SUPPLIES, EQUIPMENT, OR OTHER ITEMS THAT ARE PROVIDED TO PUBLIC BODY AS PART OF THE ELECTION SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS "WITH ALL FAULTS."
- 8.2. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.
- 8.3. COUNTY MAKES NO WARRANTY THAT: (I) THE ELECTION SERVICES WILL MEET PUBLIC BODY'S REQUIREMENTS; OR (II) THE ELECTION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

9. **LIMITATION OF LIABILITY.**

- 9.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COUNTY UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY PUBLIC BODY TO COUNTY WITH RESPECT TO THE PARTICULAR ELECTION SERVICE GIVING RISE TO SUCH LIABILITY.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Elections and Public Body's Agreement Administrator for possible resolution. County's Clerk and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 11.1. Either Party may terminate or cancel this entire Agreement or any one of the Election Services described in the attached Exhibit(s), upon eighty-four (84) days written notice, or such other notice period as otherwise required by the Act, to the clerk of the other Party if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibit(s), for any reason including convenience. Each Party shall also comply with the requirements under the Act for filing the notice of termination, in which case, Public Body's timely delivery of a notice of termination to County shall be deemed to comply with its filing requirement.
- 11.2. Early termination fees may apply to Public Body if provided for in the Exhibit(s).
- 11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its County Clerk.

12. **SUSPENSION OF SERVICES.** County, through its County Clerk, may immediately suspend Election Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Election Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Election Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Election Services are suspended under this Section.
13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.
15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.
19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work

stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

Item C.

21. **NOTICES.** Except as otherwise provided in the Exhibits, notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 21.1. If Notice is sent to County, it shall be addressed and sent to: Oakland County Clerk, Election's Division, 1200 N. Telegraph Road, Bldg. 16 East, Pontiac, MI 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 21.2. If Notice is sent to Public Body, it shall be addressed to: City of Lathrup Village, 27400 Southfield Road, Lathrup Village, MI 48076
 - 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination, cancellation, or expiration of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 6); Payments (Section 5); Use of Confidential Information (Section 7); Disclaimer of Warranties (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 10); No Employee-Employer Relationship (Section 14); No Third-Party Beneficiaries (Section 15); No Implied Waiver (Section 16); Severability (Section 17); Precedence of Documents (Section 18); Force Majeure (Section 20); Governing Law/Consent to Jurisdiction and Venue (Section 22); Survival of Terms (Section 23); Entire Agreement (Section 24).
24. **ENTIRE AGREEMENT.**
 - 24.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Election Services described in the attached Exhibit(s). With regard to those Election Services, this Agreement supersedes all other oral or written agreements between the Parties.
 - 24.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Mayor Mykale Garrett hereby acknowledges that he/she has been authorized by a resolution of the City of Lathrup Village a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
 Mykale Garrett, Mayor
 City of Lathrup Village

DATE: _____

WITNESSED: _____
 Yvette Talley, Clerk
 City of Lathrup Village

DATE: _____

AGREEMENT
 ADMINISTRATOR: _____
 (IF APPLICABLE) Sheryl L. Mitchell Theriot
 City Administrator
 City of Lathrup Village

DATE: _____

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

EXECUTED: _____
 David T. Woodward, Chairperson
 Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
 [insert name, title]

DATE: _____

IN WITNESS WHEREOF, Lisa Brown, in her official capacity as the Oakland County Clerk, a Michigan Constitutional Office, hereby concurs and accepts the terms and conditions of this Agreement.

EXECUTED: _____
 Lisa Brown, Clerk/Register of Deeds,
 County of Oakland

DATE: _____

WITNESSED: _____

DATE: _____

EXHIBIT I**ABSENT VOTER BALLOT COUNTING SERVICES****1. COUNTY RESPONSIBILITIES.**

- 1.1. County, through its Board of Election Commissioners, shall, subject to Public Body's performance of its duties and obligations under this Agreement and the Act, render absent voter ballot counting services in compliance with the Act for absent voter ballots received by the clerk for Public Body prior to 4:00 p.m. on the day before an election. For clarification, County is not providing Election Services for absent voter ballots received by the clerk for Public Body after 4:00 p.m. on the day before an election; pursuant to Section 764d(10) of the Act, Public Body must deliver such ballots to the voting precinct of the elector on election day to be processed and counted.
- 1.2. Unless otherwise agreed upon in writing by the Parties, County shall cause absent voter ballots, including, the ballot return envelopes, secrecy sleeves, and ballots (collectively the "Ballots"), received by the clerk for Public Body prior to 4:00 p.m. on the day before an election to be picked up from the clerk by 6:00 p.m. that day by an authorized representative of County.
- 1.3. Upon completing the process for counting the ballots, County shall place the ballots in ballot containers either provided by Public Body that comply with the requirements described below or provided by County, as determined in County's sole discretion, and seal the ballot containers in compliance with all applicable laws. County shall notify Public Body of its decision to require Public Body to provide ballot containers or to provide ballot containers at least sixty (60) days prior to each election for which County is providing Election Services to Public Body under this Agreement.
- 1.4. County shall retain the sealed ballot containers containing the Ballots for thirty (30) days after the day of the election for which the Ballots were submitted. County shall make arrangements with Public Body for an authorized representative(s) of Public Body to, after the expiration of the thirty (30) day period, pick-up from County the Ballots, mail trails, ballot envelopes, ballot boxes provided by Public Body, qualified voter list, and any other items related to the Ballots transferred by Public Body to County.

2. PUBLIC BODY RESPONSIBILITIES.

- 2.1. Public Body shall perform its duties and obligations under this Agreement and the Act and take any other action necessary or appropriate to assist, and cooperate with, County in rendering the absent voter ballot counting services under this Agreement.
- 2.2. Public Body shall, by 4:30 on the day before an election, have available for transfer to County immediately upon arrival of County's representative, the Ballots received by the clerk for Public Body prior to 4:00 p.m. on that day properly organized in mailing trays, ballot containers, unless provided by County pursuant to this Agreement, in good condition and compliant with the required and appropriate sealing procedures, and a reconciled voter list from the qualified voter file that matches the number of Ballots being transferred to County.
- 2.3. Public Body shall, during any period County is actively rendering Election Services, provide to County access to Public Body's electronic qualified voter file for the sole purpose of County reconciling such list with the number of Ballot envelopes received by County and to make any necessary corrections to the list to reflect the number of Ballot envelopes received.

- 2.4. Public Body shall make arrangements with County to, no later than three (3) business days after the expiration of the thirty (30) day period described in Section 1.4, cause authorized representative(s) in number necessary to pick-up from County premises the Ballots, mail trays, ballot envelopes, ballot boxes provided by Public Body, qualified voter lists, and any other items related to the Ballots transferred by Public Body to County. At such time and on County premises, if County provided ballot boxes to seal the Ballots in providing the Election Services, Public Body shall bring ballot boxes for its authorized representatives to transfer into the Ballots from the County provided ballot boxes. If Public Body does not pick-up such items as required in this Section, at County's election exercised in its sole discretion, Public Body shall, within thirty (30) days of receiving an invoice from County, pay to County \$100_____for each day beyond the three (3) period set forth above that County remains in possession of such items and/or County may have its authorized representatives deliver such items to Public Body on such date and at such time during Public Body's clerk's regularly scheduled office hours County determines, in which case Public Body shall be deemed to have accepted possession of all such items.
- 2.5. Upon the earlier to occur of the expiration of the three (3) period set forth in Section 2.4 and the transfer of items to Public Body under Sections 1.4 and 2.5, above, Public Body shall be deemed to be responsible for all such items.

3. **PAYMENT; EXPENSES AND FEES.**

- 3.1. Except as otherwise provided in Section 5 of this Agreement, until such time as County notifies Public Body otherwise, County shall provide the Election Services to Public Body for each election at no cost to Public Body.
- 3.2. At such time County determines it will require the payment of a fee and/or reimbursement for costs and expenses by Public Body for County's Election Services for an upcoming election(s), County shall provide written notice to Public Body in advance of such election(s) with sufficient time for Public Body to terminate this Agreement in accordance with its terms setting forth in detail such fees, costs, and expenses and Public Body shall pay such amounts in accordance with the terms of this Agreement for Election Services rendered by County.

**Oakland County Clerk's Office
Elections Division
County Absent Voter Counting Board
Fee Schedule and Billing Practices**

<u>Item</u>	<u>Fee</u>
Election Workers	
Election Inspector Training Per Diem	\$ 25.00
Election Inspector Full Day Per Diem	\$ 200.00
Election Inspector Half Day Per Diem	\$ 100.00
Meals (max 2 for full day, 1 for half day)	\$10 per meal
Ballot Pickup	
Ballot Pickup by County (if requested)	\$150
Facility Rental	
Room Rental	
Oakland County Facilities Usage	No Charge
3rd Party Facilities Useage*	\$900 per day
Tables/Chairs Rental	
Oakland County Tables/Chairs	No Charge
3rd Party Tables/Chairs Rental	\$100 per day
Miscellaneous Charges	
Precinct Kits	Actual Cost
Legal Notices	Actual Cost

Charges would be billed within 45 days following an election. For school, community college or other special district elections, the county will bill the entity directly. For local elections or Federal/State elections, the city or township will be billed.

Election Workers and Facility Rental expenses would be divided amongst the participating cities and townships based on the number of ballots submitted for processing. (Example: If City A's ballots were 15% of the total ballots processed in the Absent Voter Counting Board, then City A would pay 15% of the total expenses for Election Workers and Facility Rental.)

The Ballot Pickup charge will be billed as requested. Precinct kits will be charged the same as currently charged.

Oakland County Facilities will always be utilized first. In the event capacity is exceeded, only then will outside facility useage will be explored.

* based on current Oakland Schools rate. Future rental costs and alternate facilities may be higher or lower.

**County Absent Voter Counting Board
Cost Estimates**

Jurisdiction	# of Ballots	% of Total Ballots	Worker Cost	Facilities Charge	Publication	Total November Even	Total August Even	Total Municipal
Brandon	4661	3.23%	\$ 2,389.83	\$ 96.90	\$ 30.00	\$ 2,516.73	\$ 1,258.37	\$ 629.18
Holly	3500	2.43%	\$ 1,794.55	\$ 72.76	\$ 30.00	\$ 1,897.32	\$ 948.66	\$ 474.33
Royal Oak Twp	784	0.54%	\$ 401.98	\$ 16.30	\$ 30.00	\$ 448.28	\$ 224.14	\$ 112.07
Southfield Twp	7330	5.08%	\$ 3,758.31	\$ 152.38	\$ 30.00	\$ 3,940.69	\$ 1,970.35	\$ 985.17
Berkley	6757	4.68%	\$ 3,464.52	\$ 140.47	\$ 30.00	\$ 3,634.99	\$ 1,817.49	\$ 908.75
Birmingham	10427	7.23%	\$ 5,346.23	\$ 216.77	\$ 30.00	\$ 5,593.00	\$ 2,796.50	\$ 1,398.25
Farmington	4039	2.80%	\$ 2,070.92	\$ 83.97	\$ 30.00	\$ 2,184.88	\$ 1,092.44	\$ 546.22
Ferndale	8993	6.23%	\$ 4,610.98	\$ 186.96	\$ 30.00	\$ 4,827.94	\$ 2,413.97	\$ 1,206.98
Huntington Woods	3833	2.66%	\$ 1,965.29	\$ 79.68	\$ 30.00	\$ 2,074.98	\$ 1,037.49	\$ 518.74
Oak Park	12144	8.42%	\$ 6,226.59	\$ 252.46	\$ 30.00	\$ 6,509.06	\$ 3,254.53	\$ 1,627.26
Pleasant Ridge	1377	0.95%	\$ 706.03	\$ 28.63	\$ 30.00	\$ 764.66	\$ 382.33	\$ 191.16
Pontiac	13373	9.27%	\$ 6,856.74	\$ 278.01	\$ 30.00	\$ 7,164.75	\$ 3,582.38	\$ 1,791.19
Royal Oak	25757	17.85%	\$ 13,206.38	\$ 535.47	\$ 30.00	\$ 13,771.85	\$ 6,885.93	\$ 3,442.96
South Lyon	4598	3.19%	\$ 2,357.53	\$ 95.59	\$ 30.00	\$ 2,483.12	\$ 1,241.56	\$ 620.78
Southfield	34459	23.88%	\$ 17,668.16	\$ 716.37	\$ 30.00	\$ 18,414.53	\$ 9,207.27	\$ 4,603.63
Walled Lake	2274	1.58%	\$ 1,165.95	\$ 47.27	\$ 30.00	\$ 1,243.22	\$ 621.61	\$ 310.81
Total Ballots	144306	100.00%						

Nov. 2020 Workers	Rates	Totals
302	200 \$	60,400.00
302	20 \$	6,040.00
302	25 \$	7,550.00
	<u>\$</u>	<u>73,990.00</u>

Facilities/Chairs	\$	3,000.00
Publication	\$	480.00

* The above numbers are estimates for future county AVCB costs. They assume that volumes for future November General Elections will be similar to that of November 2020. Based on volume and workers used in the August Primary, estimated costs were developed for future August Primaries and Municipal/Special Elections.

Actual costs may be higher or lower based on actual volume. Number of workers used will support the county posting results at or near the close of polls (as was done in August and November).



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

Item D.

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: July 12, 2021

RE: Plante & Moran - Professional Services Agreement - Capital Assets and Pension/OPEB Liability

The position within the Finance Department has not been filled. Additional assistance is requested from Plante Moran to assist with updating capital asset schedules, pension/OPEB liabilities, and journal entries. These items are needed in preparation for the upcoming audit. The hourly rates are provided in the attached agreement. The majority of the work is anticipated to be completed by either a Consultant or Senior Consultant.

RECOMMENDATION: Approve the request

Suggested Motion:

Adopt the Attached Professional Services Agreement with Plante & Moran, PLLC for additional services as outlined in the attached agreement, and authorize the City Administrator to sign on behalf of the City of Lathrup Village.

June 28, 2021

Dr. Sheryl Mitchell Theriot
City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Dear Sheryl:

Thank you for your selection of Plante & Moran, PLLC ("PM") to assist you. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services PM will provide to City of Lathrup Village ("Client").

Scope of Services

As Plante Moran is the City of Lathrup Village's auditor, the Plante Moran Government Accounting Professionals ("PMGAP") service team has some limitations on what they are allowed to do under the independence standards of our profession; however, we can provide support to your accounting team provided we do not make any management decisions and that someone at the City of Lathrup Village is willing and capable to oversee and take responsibility for our work.

Based on our previous conversations, the following departments and activities are among those for which you may request we provide assistance.

Capital Assets:

- Update capital asset schedules from general ledger detail based on expense accounts identified by the client and reviewing for expenses over the capitalization threshold. Review the City Council minutes to identify any additional assets not previously identified through review of expense accounts. The list of assets will be provided to the client to assign estimated useful lives. Compute current year depreciation expense based on historical costs, estimated useful lives, and depreciation methods as determined by management.

Pension/OPEB Liability

- Pension and OPEB liabilities – Update GASB 68 and GASB 75 templates with data from actuarial valuations and other supporting documents.

Preparation of additional audit workpapers may be requested by City management. Any agreed upon additional work not specified above will be included in an addendum to this engagement letter.

During the course of our work, it is likely that we will identify journal entries the City of Lathrup Village should consider. Any recommendations for adjusting entries will be summarized in writing and presented to City of Lathrup Village Management for their evaluation. Management agrees to accept responsibility for reviewing, approving, and posting any adjusting entries proposed by Plante Moran. Management will provide Plante Moran with written documentation affirming their review and approval.

If the City of Lathrup Village chooses to use our help, our work product will be under the direction and supervision of Pam Bratschi, City Treasurer. We will not make management decisions on behalf of the City of Lathrup Village or, in any way, perform tasks that will impair Plante Moran's ability to continue on as the auditors for City of Lathrup Village under all applicable independence standards of our profession. To help ensure this, the PMGAP team members will be different individuals from your audit team.

It should be noted that at no time during this engagement will we be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, or handling cash in any way.

Due to the Coronavirus pandemic, we expect some of our work will be performed remotely. Meetings and presentations may be conducted using Zoom or Microsoft Teams. For procedures that are necessary to be performed onsite, if any, we will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions. While working remotely, we will rely on the City of Lathrup Village to provide any electronic documents we require, and possibly remote access to the general ledger and other electronic systems.

Fees and Payment Terms

The fee for our services, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the actual time that staff expend and will be billed at the following discounted hourly rates:

Accounting Consultant	\$141
Senior Accounting Consultant	\$155
Manager	\$200
Partner	\$330

The majority of our work will be performed by either a Consultant or Senior Consultant. We strive to be as efficient as possible and delegate work to the most cost-effective member of our team.

The rates listed above will increase three percent on January 1, 2022 and annually thereafter should you continue to utilize this service.

Any other projects or consulting services in addition to the ones noted above may be requested by City management. Fees for those additional services will be negotiated and included in a separate engagement letter.

June 28, 2021

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

For your convenience, payments can be made via domestic wire or ACH to the following account:

Domestic Wire

Bank of America
100 West 33rd Street
New York, NY 10001
Account No. 9890996003
Routing/ABA No. 026009593
Account Name: Plante & Moran, PLLC
Account Address: 3000 Town Center
Suite 400
Southfield, MI 48075

ACH

Bank of America
1401 Elm Street 2nd Floor
Dallas TX 75202
Account No. 9890996003
Routing/ABA No. 071000039
Account Name: Plante & Moran, PLLC
Account Address: 3000 Town Center
Suite 400
Southfield, MI 48075

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Brian J. Camiller

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively “Agreement”), which set forth the entire agreement between City of Lathrup Village and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Lathrup Village

Dr. Sheryl Mitchell Theriot

Date

Title

Professional Services Agreement – Temporary Finance Assistance Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our temporary finance assistance services dated June 28, 2021 between Plante & Moran, PLLC (referred to herein as “PM”) and City of Lathrup Village (referred to herein as “Client”).

1. **Management Responsibilities** – The temporary finance services PM will provide are advisory in nature. While providing these services, PM will have no authority or responsibility for any management decisions or management functions. Further, Client acknowledges that Client is solely responsible for all such management decisions and management functions. Client will also be responsible for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services. Client has designated Pam Bratschi to oversee the services PM will provide.

Client is responsible for the design, implementation, and maintenance of internal controls, including monitoring ongoing activities in connection with our engagement.

PM accepts no responsibility as a responsible party for the payment of taxes of any nature, including, but not limited to income, withholding, sales, excess of other taxes assessed at the Federal, State or local levels that may be owed or otherwise arise.

Client represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

2. **Review and Supervision** – Client understands and acknowledges that all PM staff assigned to this project are working solely at Client’s direction and agree that all work performed will be subject to the same supervision, review and approval practices that Client undertakes with its own staff. It is understood that, in accordance with the terms of this Agreement, the work of PM staff assigned to this project will not be reviewed by any other person at PM. Client is solely responsible for supervision, review and approval of the work performed, including review and approval of any journal entries prepared by PM staff prior to posting.

3. **Nature and Limitations of Services** – PM’s project activities will be based on information and records provided by Client. PM will rely on such underlying information and records and PM’s project activities will not include audit or verification of the information and records provided to PM in connection with PM’s project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client’s internal controls. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM’s engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform Client of any such matters that come to PM’s attention.

4. **Project Deliverables** – At the conclusion of PM’s project activities and periodically as the project progresses, PM will review the results of the project work with Client and provide Client with any observations related to PM’s services that PM believes warrant Client’s attention. PM also will provide Client with copies of analyses, tax filings, or other materials that PM may develop in the course of this engagement upon Client’s request. PM will not issue a written report as a result of this engagement and Client agrees that the nature and extent of the work product that PM will provide, as outlined in this Agreement, are sufficient for Client’s purposes.

5. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM’s services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM’s obligations under applicable laws and professional standards,

Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Because the work performed under this Agreement is subject solely to Client's review and supervision, we do not expect that we will need to retain detailed workpapers supporting our work. Workpapers and documentation created will become part of Client's accounting records. If, however, we conclude to retain copies of such workpapers or documentation, such workpapers retained in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

6. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Client. In order to enable these third party service providers to assist PM in this capacity, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's consent shall be continuing until the services provided for this Agreement are completed.
7. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on responsibilities under the scope of services. PM's services frequently depend upon the availability and cooperation of those Client personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's estimates, the estimated fees will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information or assistance necessary for the engagement, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of the work. Because rescheduling work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for additional time PM incurs as a result of rescheduling its work. PM will endeavor to advise Client in the event any circumstances occur which would require PM's work to be rescheduled. However it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

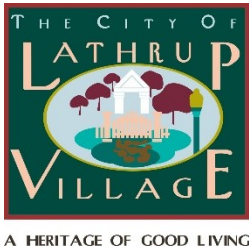
8. **Payment Terms** – PM invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

9. **Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
10. **Conditions of PM Visit to Client Facilities** – Client agrees that PM's services will be provided remotely to the maximum extent possible. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are determined by PM in its sole discretion to be necessary for the performance of the engaged services, Client agrees, as a pre-condition to any such in-person visit, to provide to PM for PM's evaluation Client's policies and procedures that Client has implemented and will adhere to relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Client further affirms that it is in compliance and shall continue to comply with all other applicable laws, regulations, or executive orders relating to COVID-19 or the prevention of the spread thereof (collectively, "COVID-19 Laws") and agrees that it shall continue to comply with COVID-19 Laws throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary at its sole discretion. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance or any COVID-19 Laws.
11. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, Client agrees to limit the liability of PM or any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of PM and/or the PM Persons to Client shall not exceed the total fees paid by Client to PM for the services provided in connection with this Agreement. Client and PM agree that these limitations on PM's maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Client's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall PM be liable to Client, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Client agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this Agreement expressly identifies multiple phases of services, the total aggregate liability of PM to Client shall be limited to no more than the total amount of fees paid by Client for the particular phase of services alleged to have given rise to any such liability.
12. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
13. **Termination of Engagement** – This Agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. Client will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
14. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
15. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.

16. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
17. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, Client agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities
18. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent acceptance of this engagement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
19. **Agreement Not to Influence** – Client and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Client agrees that PM employees are not "contract for hire." PM may release Client from these restrictions if Client agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for the PM employee.
20. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
21. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
22. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement –Temporary Finance Assistance Services



Memorandum

To: Sheryl Mitchell Theriot, City Administrator
CC: Mayor & City Council
From: Susie Stec, Director – Community & Economic Development
Date: July 9, 2021
RE: Circular and Decorative Drives, and extra parking pads

Context

As the city has progressed through our initial infrastructure projects, which has included removal of driveway approaches, it has highlighted the need to address the multitude of circular and decorative driveways found throughout the community. While these are separate issues, a consistent method to address all types paved surfaces and their relationship to good stormwater management is important.

- Decorative driveway approaches encompass the use of standard brick pavers, stamped concrete and/or a conventional concrete drive flanked by pavers.
- Circular driveways and extra parking pads are separate from the main driveway. They are used primarily for additional “off-street” parking and are located in the city’s right-of-way between the sidewalk and the road. Conditions vary throughout the community with some being paved (typically asphalt) and others are gravel or dirt.

Summary of the issues

Decorative Pavement

In regards to the decorative driveways, it was not the intent of the street projects to pay for replacing any expensive decorative pavements that require removal within the right-of-way. The intent would be to pave up to the driveway and match it the best they can using asphalt or concrete. There are instances where there are existing paver blocks may be salvaged and reinstalled and we have a bid item for this. Salvaging and reinstalling pavers is \$28 per sft, whereas replacement of concrete drives is around \$7 per sft. While this has direct implications for the current paving projects, there may be instances apart from these projects when driveway approach work is necessary. As a result, it is the **recommendation of the city’s engineer that the City does not allow decorative pavements (concrete or pavers) within the public right-of-way.** City Council should discuss whether this needs to be incorporated into the general code of ordinances.

Circular Drives and Extra Parking Pads

As is relates to circular drives and additional parking pads, these are found throughout the community. A random sampling on Sunset W, Rainbow Dr., Avilla, and Meadowbrook Way identified 22 properties with circular drives. It is expected that several dozen more exist. It is unclear how, when, or if permission was ever granted to allow for this use of the city's right-of-way. It seems reasonable that these "off-street" parking areas came to be in response to the narrowness of the city's residential streets and the prevalence of multiple household cars.

The existence of these "extra" parking facilities has the potential to complicate infrastructure projects. For example, it's feasible that extra parking pads are removed during a paving project and restored to grass, yet the resident may have an expectation that it be replaced. There is currently a resident who will be participating in the Sidewalk Replacement Program that has requested a healthy city tree be removed because of the damage it has caused to the circular driveway.

The city's ordinances do not offer much guidance. While the zoning ordinance does address off-street parking facilities, it is largely in relation to commercial properties though there are items that may be applicable:

Section 5.13.1. Location. An off-street parking facility shall be located on private property adjacent to the building or premises it is intended to serve....

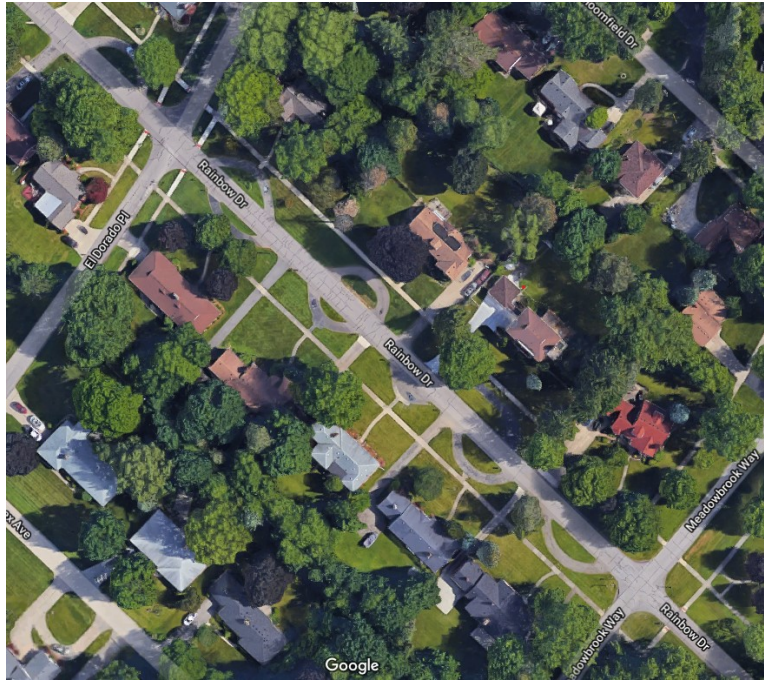
Chapter 62 – Streets, Sidewalks, and Other Public Places of the city's general code of ordinances are silent on the use of the public right-of-way for parking.

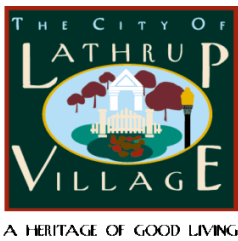
Some, but not all, of the circular driveway and/or decorative driveway approaches were processed through an Extra Cement Permit. Staff is seeking direction from City Council on how they would like to see circular driveways and extra parking pads handled.

- Determination - Should circular driveways and/or decorative driveway approaches be permitted in the City Right-of-Way area?
- Encroachment License - one mechanism to allow them is utilizing the existing Encroachment License standards and application.
 - A detailed inventory of all such facilities would have to be completed, residents would have to be notified, follow the typical Encroachment License process.
 - Regardless of if a resident chooses to obtain an Encroachment License, the responsibility for restoring circular driveways and/or decorative driveway approaches in the right-of-way should fall upon the property owner.
- Stormwater Management – The Road Commission for Oakland County requires catch basins between the circular drive and the road to collect rainwater, if the encroachment is located on county property. The City should probably have similar requirements.

EXAMPLES







APPLICATION FOR EXTRA-CEMENT PERMIT

Item E.

Permit# C

Date: / /

Inspection Information

Inspections can be scheduled during regular business hours with advance notice of 24 hours.

Building Dept.: 248-557-2600 ext. 222

Fax 248-557-2602

Email: customerservice@lathrupvillage.org

Job Location: _____ Building Permit #: _____

Property Owner: _____ Phone #: _____

This application when properly signed grants permission to:

Contractor Name: _____

Address: _____ City: _____

Zip: _____ Phone #: _____ Reg No.: _____

In order to pass inspections the following Requirements must be followed:

Concrete	Class "A" 6 bag, air entrained, 4" min. thickness of sidewalk, 6" min. thickness at driveway
Approach	Concrete must be 6" min. thickness
Parking Space Pad	Concrete must be 6" min. thickness, City Council approval is required to build on the Right-of-Way

List below the Items to be installed at above location:

Item	No. /Footage	Per Unit Fee	Total
Sidewalk		\$.10 per linear ft (\$10.00 min.)	
Approach		\$40.00	
Culvert		\$40.00	
Parking Pad		\$40.00	
Inspection Fee		\$40.00	
Re-inspection Fee		\$40.00	

Ready for inspection? Yes ☐ No ☐

Total Fee \$ _____

Permit Cancellation Refund

Before Work Begins 50% permit fee returned

After Work Begins 0 permit fee returned

Public Act 135 of 1989 mandates the following information for all residential permits:

Applicant License No.: _____ Expiration Date: _____

Worker's Disability Compensation Insurance Carrier or Reason Exemption: _____

Internal Revenue Code Employer ID# or Exemption Reason: _____

Michigan Employment Security Comm. Employer # or Exemption Reason: _____

"Section 23a of the state construction codes act of 1972, Act No. 230 of Public Acts of 1972, being section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who perform work on residential building for a residential structure. Violators of section 23a are subject to civil fines."

Applicant's Signature: _____ 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

Item F.

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: July 12, 2021

RE: Cannabis / Marijuana Update

In August 2020, the City Council voted to extend the “sunset period” and “opt-out” of allowing for marijuana establishments for 12 months. On April 20th, the Planning Commission discussed draft cannabis zoning ordinance language and draft general code language. The city held a Cannabis **Open House** on **May 26th**. The next step is to hold a **public hearing to solicit feedback from residents**.

The Planning Commission’s Public Hearing on the Zoning Ordinance is scheduled for **July 15th**. Public Comments were also accepted at the June 15th meeting. The Planning Commission is to vote on their recommendation to City Council.

Council held the 1st Reading of the City Code Ordinance on June 21, 2021. The 2nd Reading and consideration of adoption is scheduled for the **July 26, 2021** Council Meeting, along with the Zoning Ordinance.

[Link to Open House Information and Posters](#)

[Link to Draft Zoning Ordinance](#)

[Link to Draft City Code Ordinance](#)

Ordinance Considerations	Meeting Date	Purpose	Zoom Sign in ONLINE info (or call – 312.626.6799 or 646.558.8656)
Cannabis – Zoning Ordinance	PC – June 15	Public Comment	Webinar ID: 996 6174 3524 Password: 435623
Cannabis – General Code Ordinance	CC – June 21	1 st Reading	Webinar ID: 984 2247 4091 Passcode: 345278
Cannabis – Zoning Ordinance	PC – July 20	Public Hearing	Webinar ID: 996 6174 3524 Password: 435623
Cannabis – General Code Ordinance	CC – July 26	2 nd Reading & Consideration of Adoption	Webinar ID: 996 6174 3524 Passcode: 435623
Cannabis – Zoning Ordinance	CC – July 26	Consideration of Adoption	Webinar ID: 914 0015 0784 Passcode: 809731

CC: City Council

PC: Planning Commission

NOTE: All dates are subject to change

Public Comments may also be submitted by attending Zoom Remote meetings, via an [online link](#) or contacting sstec@lathrupvillage.org