

A HERITAGE OF GOOD LIVING

CITY COUNCIL

Hon. Kelly Garrett
Mayor

Hon. Bruce Kantor
Mayor Pro Tem

Hon. Saleem Siddiqi
Council Member

Hon. Ian Ferguson
Council Member

Hon. Donna Stallings
Council Member

ADMINISTRATION

Dr. Sheryl L. Mitchell
City Administrator

Scott Baker
Baker & Elowsky
City Attorney

Pamela Bratschi
City Treasurer

Scott McKee
Chief of Police

Yvette Talley
City Clerk

CITY COUNCIL

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

REGULAR MEETING

AGENDA

MONDAY, JANUARY 28, 2019

Council Chambers
7:00 p.m.

AGENDA ITEMS

1. **Call to Order** by Mayor Garrett
2. **Roll Call**
3. **Pledge of Alliance**
4. **Approval of Agenda**
5. **Call to Order – Zoning Board of Appeals**

A. Approval of Zoning Board of Appeals Minutes – July 11, 2018

B. Public Hearing -18471 Roseland

The Zoning Board of Appeals for the City of Lathrup Village will hold a Public Hearing on an appeal filed by Les Stansbery and Valencia Morris at 18471 Roseland Blvd, Lathrup Village, Michigan 48076 to obtain variances from the Zoning Ordinance, Section 4.12.1.F and 3.1.2.D regarding installation of a generator in the side yard and within a side yard setback as follows:

- i. Section 4.12.1.F requires that any permanent generators on a residential parcel be placed in the rear of the yard. The applicant is requesting the generator be placed in the side yard.
- ii. Section 3.1.2.D requires that a generator on a residential property have a minimum setback of 5 feet, with a total of 15 feet for both sides. The applicant is requesting a 3 foot side setback with a total of 5 feet on both sides.

C. Action Request –Consideration of a Motion to Approve / Deny the Zoning Variance Request for of Les Stansbery and Valencia Morris (property owners) at 18471 Roseland) to obtain variances from the Zoning Ordinance, Section

4.12.1.F and 3.1.2.D regarding installation of a generator in the side yard and within a side yard setback.

C. Adjourn Zoning Board of Appeals and Reconvene Council Meeting

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

6. Consent Agenda

- A. **Approval of Minutes** – December 17, 2018 Council Meeting
- B. **Approval of Minutes** – January 7, 2019 Special Council Meeting
- C. **Approval** - Michigan First Credit Union Long Term Storm Water Facilities Maintenance Agreement [P. 16]

6. Consider / Approval of Disbursement and Quarterly Investment Reports

- A. Disbursement Report – 12.01.18 to 12.15.18: \$ 52,077.16 [p. 31]
- B. Disbursement Report – 12.15.18 to 12.31.18: \$505,212.15 [p.32]
- C. City Investment Report – Quarter Ending December 31, 2018 [p.33]

7. Consider / Acceptance of the Department Reports [p. 62]

8. Public Comment – Items not on the agenda

9. Public Hearings –

- A. Public Hearing – Special Assessments [p. 87]
- B. Public Hearing – Vacation of a Portion of Eleven Mile Alley [p.96]

10. Action Requests:

- A. Consider / Approval Special Assessments [p. 88]
- B. Consider / Approval Resolution Regarding the Partial Vacation Public Alley (North of Eleven Mile Road Between Lathrup Blvd. and Lexington Parkway) [p. 97]
- C. Consider / Approval Resolution Adopting Fees, Application and Standard Conditions for Encroachment Licenses [p. 100]
- D. Consider / Approval of ATT Tower License Agreement [p. 108]
- E. Consider / Approval Resolution to Adopt Local Pavement Warranty Program [p. 130]
- F. Consider / Approval Resolution to Implement Pavement Warranty Program [p. 133]
- G. Consider / Approval of RFQ for Realtor – 19600 Forest Drive [p. 176]
- H. Consider / Approval Resolution Honoring Black History Month [p. 177]

11. City Administrator Report

12. City Attorney Report

13. Reports of Boards, Commissions and Committees

14. Unfinished / New Business

15. Adjourn

**CITY OF LATHRUP VILLAGE
ZONING BOARD OF APPEALS**

**NOTICE OF PUBLIC HEARING
(Zoning Variance)**

RE: 18471 Roseland Blvd
Lathrup Village, Michigan

Appeal No. _____-19

TO PROPERTY OWNERS OR PARTIES OF INTEREST:

The Zoning Board of Appeals for the City of Lathrup Village will hold a Public Hearing on an appeal filed by Les Stansbery and Valencia Morris at 18471 Roseland Blvd, Lathrup Village, Michigan 48076 to obtain variances from the Zoning Ordinance, Section 4.12.1.F and 3.1.2.D regarding installation of a generator in the side yard and within a side yard setback as follows:

1. Section 4.12.1.F requires that any permanent generators on a residential parcel be placed in the rear of the yard. The applicant is requesting the generator be placed in the side yard.
2. Section 3.1.2.D requires that a generator on a residential property have a minimum setback of 5 feet, with a total of 15 feet for both sides. The applicant is requesting a 3 foot side setback with a total of 5 feet on both sides.

Approval of the Zoning Board of Appeals is required.

PLEASE TAKE NOTICE: That a Public Hearing has been scheduled for Monday, January 28, 2019 at 7:00 p.m. in the Council Chambers (upper level) in the Municipal Building, 27400 Southfield Road, Lathrup Village, Michigan to hear and record the public hearing on this appeal. Any member of the public may express your view on this appeal in writing, by submitting your written comments to the City Clerk prior to 4:30 p.m. on the date of the hearing, or you may appear in person or authorize another person to represent you at the hearing. Written communications may be sent to the City Clerk at the address of the City Hall at 27400 Southfield Road, Lathrup Village, Michigan 48076 prior to the hearing.

Yvette Talley
City Clerk
27400 Southfield Road
Lathrup Village, Michigan 48076
(248) 557-2600, ext. 226



COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FR: Sheryl L. Mitchell, City Administrator
DA: January 28, 2019

RE: **ZBA Public Hearing and Review – 18471 Roseland**

The applicant, Mr. Les Stansbery, at 18471 Roseland Blvd., is requesting approval to:

- (1) place a generator within a side yard, and
- (2) to place an accessory structure within a side yard setback.

The City Planner provided a review of the application that is included in the packet. It is noted that the existing home has a limited side yard, totaling approximately seven (7) feet. The side yard requirement is fifteen (15) feet. The Planner suggests the applicant obtain a partial survey to confirm that the proposed location of the generator and the arborvitae/bush screening are entirely within their property lines.

The neighbor at 28785 Somerset Place has provided a letter supporting the placement of the generator.

Suggested Motion:

To APPROVE / APPROVE WITH CONDITIONS / DENY the Zoning Variance Request for 18471 Roseland Blvd. to place a permanent power generator in the side yard (Section 4.12.1.F) and to permit a three (3) foot accessory structure setback with a total of five (5) feet on both sides (Section 3.1.2.D).

Motion by _____, Seconded by _____,

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES DECEMBER 17, 2018

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LATHRUP VILLAGE HELD ON MONDAY, DECEMBER 17, 2018 IN THE CITY COMMUNITY ROOM IN THE MUNICIPAL BUILDING 27400 SOUTHFIELD ROAD, LATHRUP VILLAGE, MICHIGAN.

The meeting was called to order at 7:06 p.m. by Mayor Garrett and Roll Call was taken.

Present: Mayor Mykale Garrett and Mayor Pro Tem Bruce Kantor
Council members Brock, Ferguson, Stallings

Also Present: City Administrator Dr. Sheryl L. Mitchell, City Attorney Scott Baker, City Clerk Yvette Talley

MAYOR INVITED ALL PRESENT TO JOIN IN THE PLEDGE OF ALLEGIANCE

CONSENT AGENDA

CO-18-233 APPROVAL OF AGENDA

Motion by Council member Stallings, seconded by Mayor Pro Tem Kantor to approve the Agenda with an addition to add an item to schedule a public hearing for January 28, 2019 for Special Assessment.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

CO-18-234 MOTION TO GO INTO CLOSED SESSION

Motion by Council member Stallings, seconded by Council member Ferguson to go into closed session to discuss pending litigation.

CO-18-235 COME OUT OF CLOSED SESSION

Motion by Council member Stallings, seconded by Mayor Pro Tem Kantor to come out of closed session and return to City Council meeting.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

CO-18-236 APPROVAL OF CONSENT AGENDA

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the Consent Agenda.

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES DECEMBER 17, 2018

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

CO-18-237 Minutes of the Regular Meeting on November 19, 2018

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the minutes of the Regular meeting on November 19, 2018.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

CO-18-238 Minutes of the Study Session on December 3, 2018

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the minutes of the Study session on December 3, 2018 with changes.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

CO-18-239 APPROVAL TO SCHEDULE A PUBLIC HEARING FOR VACATION OF A PORTION OF THE ALLEY NORTH OF ELEVEN MILE RD BETWEEN LATHRUP BLVD AND LEXINGTON PARKWAY

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve scheduling a public hearing for January 28, 2019 for the vacation of a portion of the alley north of Eleven Mile Rd between Lathrup Blvd. and Lexington Parkway.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

CO-18-240 APPROVAL OF DISBURSEMENT REPORTS

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the Disbursement Report of November 1, 2018 through November 15, 2018 totaling \$62,011.45.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES DECEMBER 17, 2018

CO-18-241 **APPROVAL OF DISBURSEMENT REPORTS**

Motion by Council member Stallings, seconded by Mayor Pro Tem Kantor to approve the Disbursement Report of November 16, 2018 through November 30, 2018 totaling \$354,444.20.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

CO-18-242 **CONSIDERATION OF A MOTION TO ACCEPT DEPARTMENTAL REPORTS**

Motion by Council member Ferguson, seconded by Council member Stallings to approve the Departmental Reports.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

CO-18-243 **PUBLIC COMMENTS**

Donald McGee wished Frank Brock well and thanked him for his service.

CO-18-244 **PUBLIC HEARINGS**

There were no public comments

CO-18-245 **ACTION REQUESTS**

A. Consideration of Approval of Attorney Recommendation from Closed Session

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the City Attorney's recommendation from closed session.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

B. Consideration to Approve the 2019 City Council Meeting Dates

Dr. Sheryl Mitchell gave an overview and answered specific questions from City Council.

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the 2019 City Council Meeting dates.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES DECEMBER 17, 2018

No: None

Motion carried.

C. Consideration to Approve the Board of Review Hardship Resolution

Dr. Sheryl Mitchell gave an overview and answered specific questions from City Council.

Motion by Council member Ferguson, seconded by Council member Stallings to approve the Poverty Exemptions by the Board of Review.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

D. Consideration to Approve – The 2019 Board of Review Meeting Dates

Dr. Sheryl Mitchell gave an overview and answered specific questions from City Council.

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the 2019 Board of Review Meeting Dates.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

E. Consideration to Approve the Zoning Ordinance Amendment – Accessory Structures (5.1)

Scott Baker, City Attorney gave an overview and answered specific questions from City Council.

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the Zoning Ordinance Amendment – Accessory Structures (5.1).

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

F. Consideration to Approve the Zoning Ordinance Amendment – Definitions (2.1)

Scott Baker, City Attorney gave an overview and answered specific questions from City Council.

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the Zoning Ordinance Amendment – Definitions (2.1).

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES DECEMBER 17, 2018

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

G. Consideration to Approve the Second Reading and Adoption – Consumers Energy Franchise Ordinance

Scott Baker, City Attorney gave an overview and answered specific questions from City Council.

Motion by Council member Stallings, seconded by Mayor Pro Tem Kantor to approve the Second Reading and adoption – Consumers Energy Franchise Ordinance.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

H. Consideration to Approve the Special Assessment Resolution #1 and Schedule a Public Hearing date for January 28, 2019

Motion by Council member Stallings, seconded by Mayor Pro Tem Kantor to adopt the resolution and set the public hearing date for Special Assessments for January 28, 2019 at 7:00 p.m.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

I. Consideration to Accept the Resignation of Council Member Frank M. Brock, Jr. effective December 31, 2018

Motion by Council member Brock, seconded by Mayor Pro Tem Kantor to accept the resignation of Council Member Frank M. Brock, Jr. effective December 31, 2018.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

J. Consideration to appoint to fill vacated City Council Seat, effective January 1, 2019 – Saleem R. Siddiqi

Motion by Council member Brock, seconded by Mayor Pro Tem Kantor to appoint Saleem R. Siddiqi to fill the vacancy created by the resignation of Council Member Frank M. Brock, Jr., until such vacancy is filled by a special election.

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES DECEMBER 17, 2018

City Clerk gave the Oath of Office of to Saleem R. Siddiqi.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

CO-18-246 REPORT OF THE CITY ADMINISTRATOR

Dr. Sheryl Mitchell reported:

-Staff positions

-RFQ Realtor

-Service Line Warranty Program

-Board of Review – Council member Siddiqi has been appointed to City Council. Frank M. Brock, Jr. will be appointed to the Board of Review.

-DDA

-City Employee Potluck Holiday Celebration

-Christmas and New Year's Holiday – City Hall offices will be closed on Monday & Tuesday, December 24 & 25 and December 31 and January 1 for the holidays.

-Senior Appreciation Luncheon will be Thursday, January 10, 2019 – 12 Noon – 3:00 p.m.

-Special City Council Meeting will be January 7, 2019 at 6:00 p.m. The next Regular City Council meeting is Monday, January 28, 2019.

-Monday, January 21 – Rev. Dr. Martin Luther King Jr. Celebration from 2:00 p.m. – 4:00 p.m. in the Community Room.

Saturday, January 26, 2019 from 9:00 a.m.-11:00 a.m. – City of Lathrup Village Community Room – there will be a Town Hall meeting to discuss the topic of Medicinal and Recreational Marijuana.

CO-18-247 REPORT CITY ATTORNEY

Honey Tree restaurant has closed. They have a pending liquor license but a condition of the Special Land use was they had to remain in the City for 5 years. Now that they have closed the location, January 7, 2019 will be a Show Cause Hearing for them to show cause why the City should not revoke their Special Land Use approval. Which in turn would revoke the City's approval for the liquor license. The Liquor Control Commission is aware of the pending hearing. Wished everyone Happy Holidays.

CO-18-248 REPORTS OF BOARDS, COMMISSIONS AND COMMITTEES

Mayor Pro Tem Kantor said Planning Commission recommended for approval the Accessory Structures and Zoning Definitions. Lathrup Village Town homes site plan has been reinstated and approved.

Michigan First Credit Union was approved to keep the black chain link fence that they've installed. City Administrator will send a conciliatory letter to the residents explaining this matter.

Council member Stallings gave a report from SEMCOG.

CO-18-249 UNFINISHED/NEW BUSINESS

Update: Town Homes scheduled to be completed by September 2019.

City Council and the City Administrator thanked Clifton Grant, Diane Anderson, Regina McCoy and Yvette Talley for all of their hard work in preparing the event for Council member Frank Brock.

February 19 – Meet the Chiefs coffee hour

City Council thanked Frank Brock for his service.

Frank Brock thanked everyone for attending his event.

Happy Holidays to everyone!

CO-18-250 ADJOURNMENT

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to adjourn this meeting Sine Die.

Yes: Brock, Ferguson, Garrett, Kantor, Stallings

No: None

Motion carried.

The meeting was adjourned at 8:40 p.m.

Transcribed by Yvette Talley

Mykale Garrett, Mayor

Transcribed by Yvette Talley

City Clerk

CITY OF LATHRUP VILLAGE SPECIAL CITY COUNCIL MEETING MINUTES JANUARY 7, 2019

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE CITY OF LATHRUP VILLAGE HELD ON MONDAY, JANUARY 7, 2019 IN THE CITY COUNCIL CHAMBERS IN THE MUNICIPAL BUILDING 27400 SOUTHFIELD ROAD, LATHRUP VILLAGE, MICHIGAN.

The meeting was called to order at 7:06 p.m. by Mayor Garrett and Roll Call was taken.

Present: Mayor MyKale Garrett and Mayor Pro Tem Kantor
Council members Saleem Siddiqi and Donna Stallings

Excused: Council member Ian Ferguson

Also Present: City Administrator, Dr. Sheryl L. Mitchell, City Attorney, Scott Baker and City Clerk, Yvette Talley

MAYOR INVITED ALL PRESENT TO JOIN IN THE PLEDGE OF ALLEGIANCE

CONSENT AGENDA

CO-19-01 CALL TO ORDER AND ROLL CALL

Roll call was taken. Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to excuse Council member Ferguson from this meeting.

Yes: Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-19-02 APPROVAL OF AGENDA/ CONSENT AGENDA

Motion by Council member Stallings, seconded by Mayor Pro Tem Kantor to approve the Agenda.

Yes: Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CITY OF LATHRUP VILLAGE SPECIAL CITY COUNCIL MEETING MINUTES JANUARY 7, 2019

CO-19-03 PUBLIC COMMENTS

There were no public comments.

CO-19-04 SHOW CAUSE HEARING – Honey Tree LV Restaurant, Inc – 28601 Southfield Rd.

Scott Baker gave an overview and answered specific questions from City Council.

Dr. Sheryl Mitchell gave an overview and answered specific questions from City Council.

Mayor Garrett opened the show cause hearing.

There were no comments from the public.

Mayor Garrett closed the show cause hearing.

CO-19-05 A. CONSIDERATION TO APPROVE/REVOKE THE SPECIAL LAND USE RESOLUTION – 28601 SOUTHFIELD RD.

There were no public comments.

Motion by Council member Stallings, seconded by Mayor Pro Tem Kantor for a revocation of the Special Land Use for Honey Tree LV Restaurant, Inc. d/b/a Honey Tree Grille, 28601 Southfield Rd.

Yes: Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

B. CONSIDERATION TO APPROVE THE CONTRACT WITH C.V. STUDIOS

Dr. Sheryl Mitchell gave an overview and answered specific questions from City Council.

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the Independent Contractor agreement for LVTV Operations Manager.

Yes: Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CITY OF LATHRUP VILLAGE SPECIAL CITY COUNCIL MEETING MINUTES JANUARY 7, 2019

CO-19-06 REPORT OF THE CITY ADMINISTRATOR

-Welcomed Mr. Saleem Siddiqi to the City Council

-Staff Positions- A conditional offer has been extended for the Assistant-Government Operations (formerly Building Dept. & Code Enforcement) position to Kelda London to start January 28th. The Manager – Community & Economic Development positions follow up interviews are underway. The Parks and Recreation Coordinator position posting has closed and interviews are being scheduled.

-Staff Meeting- held monthly on the 2nd Monday of each month. City Hall offices will be closed.

-Water Damage – there was water damage in the basement of City Hall over the New Year’s holiday. The exercise area will be closed.

-HydroCorp- has staff on site to conduct cross connection inspections for businesses (mostly dentist offices) and the retention tank

-Board of Review-meetings scheduled for March 7, March 14, July 16, and December 10

-Honey Tree Restaurant has officially closed. Another local business has expressed interest in the license as well

-DDA next scheduled meeting is January 11th at 12 noon

-Southfield Chamber- the City of Lathrup Village is partnering in hosting a seminar in the Community room on January 9th from 9am-11am. Presenter will be Michael Jeffreys.

-Senior Appreciation Luncheon- Thursday, January 10th from 12noon-3:00 p.m. in the Community room

-Monday January 21st – Rev. Dr. Martin Luther King, Jr. Celebration from 2:00 p.m. - 4:00 p.m. in the Community room. Also accepting donations of canned and dry goods for the South Oakland Shelter.

-Saturday, January 26th from 9:00 a.m.-11:00 a.m. - there will be a town hall meeting in the community room to discuss the topic of Medicinal and Recreational Marijuana.

CO-19-07 ADJOURNMENT

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

Yes: Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CITY OF LATHRUP VILLAGE SPECIAL CITY COUNCIL MEETING MINUTES JANUARY 7, 2019

CO-19-08 REPORT CITY ATTORNEY

None

CO-19-09 REPORTS OF BOARDS, COMMISSIONS AND COMMITTEES

None

CO-19-10 UNFINISHED/NEW BUSINESS

None

CO-19-07 ADJOURNMENT

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

Yes: Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

The meeting was adjourned at 7:18 p.m.

Transcribed by Yvette Talley

Mykale Garrett, Mayor

Transcribed by Yvette Talley

City Clerk

MICHIGAN FIRST CREDIT UNION
LONG TERM STORM WATER FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20___, by and between the City of Lathrup Village, a municipal corporation, with principal offices located at 27400 Southfield Road, Lathrup Village, MI 48076, hereinafter “City” and Michigan First Credit Union, a Michigan state chartered credit union, with principal offices located at 27000 Evergreen Road, Lathrup Village, Michigan 48076 hereinafter “Developer”.

RECITALS:

1. Whereas, the Developer has developed certain property located in the City of Lathrup Village, Oakland County, Michigan, known as Main Office Expansion (“Development”), as more particularly described in Exhibit “A” attached hereto.

2. Whereas, the Developer constructed a storm drainage system to provide adequate drainage in the proposed Development.

3. Whereas, such storm drainage system encompasses or impacts storm runoff from road rights-of-way in the Development.

4. Whereas, the City of Lathrup Village approves the Developer to construct, operate and maintain a storm drainage system which is located within the City of Lathrup Village’s right-of-way and/or drain, on or adjacent to the Development.

5. Whereas, the Resolution adopted by the City will benefit the Developer and the proposed Development.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

1. The Developer, its successors, assigns, grantees and transferees shall assume the obligations of the City under the Permit, as follows:

A. That the Developer agrees that it shall maintain, or cause to be maintained, at its sole expense, the storm drainage system which is located within the City of Lathrup Village’s right-of-way and/or drain, and on or adjacent to the Development described. In the event the Developer fails to properly maintain, or cause to be maintained, the storm drainage system, upon written notice to Developer, and an opportunity to cure, the City may enter upon said premises for the purposes of maintaining said storm drainage system, in which event the Developers, its successors, assigns, grantees and transferees agree to pay to the City all actual costs and expenses incurred thereon. If the Developer fails to pay, the City is authorized to file a lien on the property for the costs and expenses incurred by the City.

B. In the event of any failure or settlement in the road right-of-way, resulting from the said storm drainage system, the Developer shall take immediate steps to correct the situation so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.

C. If it is found necessary to adjust or relocate all or any portion of said storm drainage system within the road right-of-way due to problems due to faulty construction, Developer shall cause such adjustment or relocation to be accomplished, and all expenses, including engineering, will be paid by the Developer. Prior to any work being performed in the road right-of-way, a permit shall be secured from the City of Lathrup Village

D. To pay the City upon written request any costs and expenses apportioned to the City under the Permit. If the Developer fails to pay, after providing the Developer with written notice and a reasonable opportunity to cure, the City is authorized to file a lien on the property described in Exhibit A for the costs and expenses incurred by the City.

2. Notwithstanding the Developer's assumption of the liabilities of Paragraph 1 hereof, the City shall retain jurisdiction over the storm drainage system and its rights and remedies under the Permit or any applicable statute, ordinance, rule or regulation are hereby preserved. Without limitation of the foregoing, Developer, its successors and assigns, at its sole cost and expense, shall perform maintenance of the storm water facilities as set forth in Exhibit B – Maintenance, attached hereto.

3. The Developer shall not make any alteration in the shape, size, capacity, rate of inflow, rate of outflow, or in any other characteristic of any detention system without obtaining the prior written approval of the City. Furthermore, in the event the Developer fails to properly maintain, or cause to be maintained, the detention system, after written notice to Developer and an opportunity to cure, the City shall have the unqualified right to disconnect the private storm sewer lateral running from the detention system into the public storm sewer at the point where said private lateral connects to the public storm water.

4. The Developer, its successors, assigns, grantees and transferees shall fully defend, indemnify and hold the City harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, existence, use, maintenance, repair or operation (or omissions in such regard) of the storm drainage system referred to. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the City in connection with such Claims or the enforcement of this Agreement.

5. The Developer its successors, assigns, grantees and transferees shall properly maintain, or cause to be maintained, the detention system and the private storm water laterals, so that they will function in a manner that will not have an adverse impact on the public storm water sewer system to which it is connected, and/or into which it flows.

6. In accordance with 1976 PA 453, the parties hereto covenant not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight or marital status.

7. This Agreement shall be recorded at Developer's expense with the Oakland County Register of Deeds.

The remedies provided in this Agreement are cumulative, and the assertion by the City of any right or remedy will not preclude the assertion by the City of any other rights or the seeking of any other remedies.

This Agreement and all related exhibits represent the entire understanding and agreement between the parties with respect to the subject matter. This Agreement may be amended, supplemented or changed only by written agreement of the parties or appropriate successors or assigns.

This Agreement shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction and effect and in all other respects.

By execution of this Agreement, the parties consent to venue in the Oakland County Circuit Court, or U.S. District Court for the Eastern District of Michigan in Detroit, of any action brought to enforce the terms of this Agreement or to collect any monies due under it.

If any provision in this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement.

INSERT EXHIBIT "A"

INSERT EXHIBIT "B"

GRANT OF WATER MAIN EASEMENT

1. **PARCEL NUMBER:** (21-14-356-052 and 21-14-356-007)
2. **PARTIES:** This is a Grant of Easement to the City of Lathrup Village, a Michigan municipal corporation, whose address is 27400 Southfield Road, Lathrup Village, MI, hereafter referred to as **Grantee**.

FROM: Michigan First Credit Union
27000 Evergreen Road
Lathrup Village, Michigan 48076

Mr. Michael Poulos, President / CEO

hereinafter referred to as **Grantor**.
3. **PURPOSE:** The purpose of this grant and conveyance is to provide the Grantee with an easement to permit construction, installation, operation, maintenance, replacement and removal of a water main and related appurtenances, as well as other municipal public services, and to provide the Grantee with access to the burdened property described herein for the limited purpose of constructing, installing, operating, maintaining, replacing or removal of the water main and related appurtenances or other municipal public services.
4. **GRANT OF PERMANENT EASEMENT:** Grantor hereby grants and conveys to Grantee an easement for the purpose described in Paragraph 3 above. Additionally, the Grantor hereby grants and conveys to Grantee the right to enter upon the property described in Paragraph 6 below for the purpose of access to the easement conveyed herein. The Grantor herewith agrees not to build or convey to others permission to build any permanent structures within the described permanent easement.
5. **DESCRIPTION OF EASEMENT:** The easement granted and conveyed to Grantee is described on attached **Exhibit "A"**.
6. **BURDENED PROPERTY:** The property to be burdened by the easement granted and conveyed is described on attached **Exhibit "A"**.
7. **CONSIDERATION:** Grantor hereby acknowledges receipt of the sum of **ONE DOLLAR (\$1.00)** for this grant and conveyance of this easement.
8. **RESTORATION OF PROPERTY:** Any portion of the property described in Paragraph 6 which is damaged by the Grantee's exercise of the easement granted shall be reasonably repaired by Grantee.

VP
E

9. **DATE OF GRANT AND CONVEYANCE:** 4th day of JANUARY, 2019. This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

GRANTOR:

Michael D. Poulos

By: Michael D. Poulos

Its: President/CEO
Michigan First Credit Union

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 4th day of January, 2019, by Michael D. Poulos President/CEO of Michigan First Credit Union.

Christine J. Wiseman
(Notary Public)

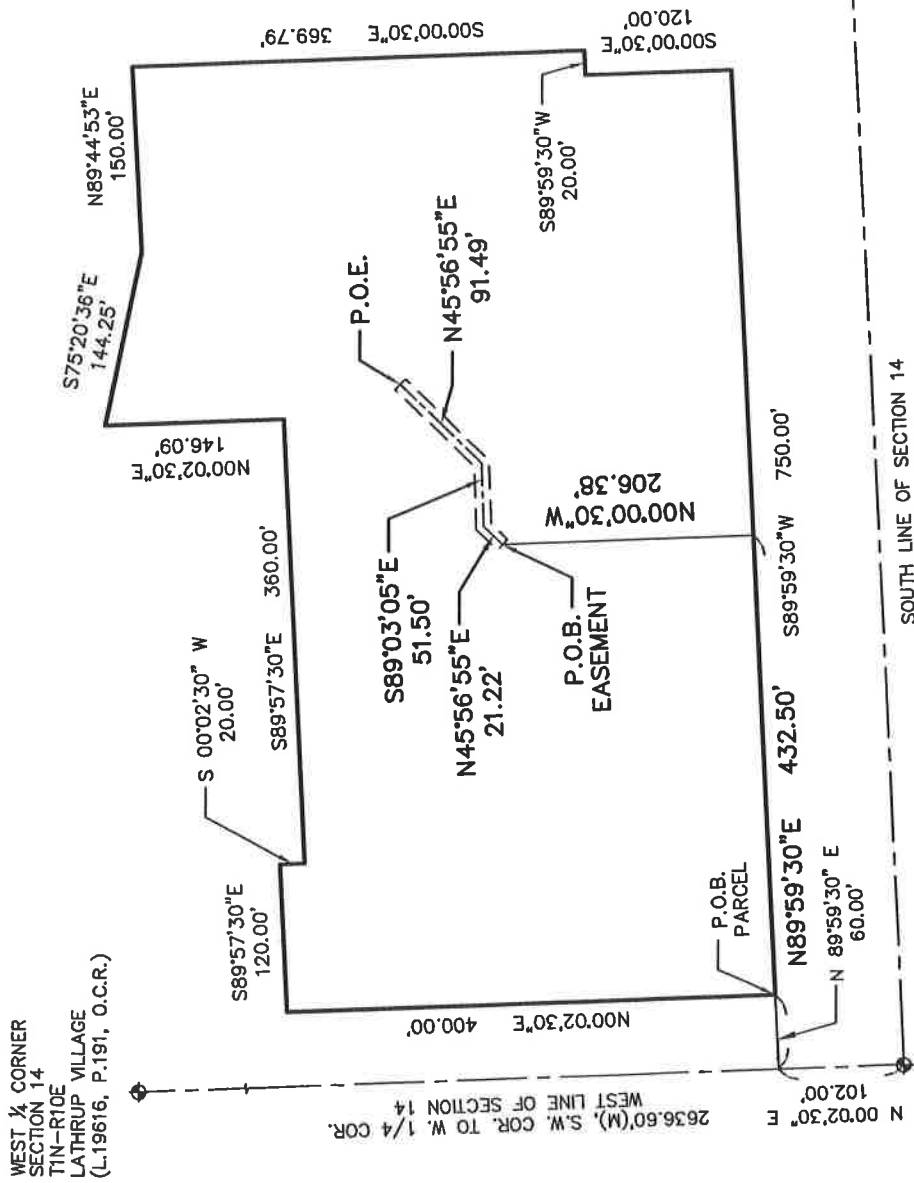
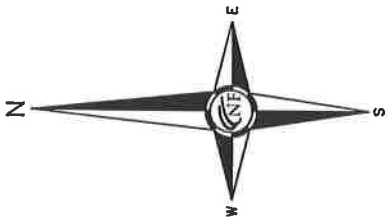
Wayne County, Michigan
My commission expires: Feb. 9, 2025
Acting in Oakland County

WHEN RECORDED RETURN TO:

Yvette Talley, Clerk, Lathrup Village, 27400 Southfield Road, MI 48076

EXHIBIT A

WATER MAIN EASEMENT (SKETCH)



WEST ¼ CORNER
SECTION 14
TIN-R10E
LATHRUP VILLAGE
(L-19616, P.191, O.C.R.)

SOUTHWEST CORNER
SECTION 14
TIN-R10E
LATHRUP VILLAGE
(L-19616, P.193, O.C.R.)



SCALE: 1" = 150'

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257

DATE 02-10-2017
DRAWN AJE
JOB NO. D373-02
SHEET 1 of 2

EXHIBIT A
WATER MAIN EASEMENT (DESCRIPTION)

LEGAL DESCRIPTION - PROPERTY

ALL OF LOTS 3352 THROUGH 3389, 3529 THROUGH 3532, AND 3540 THROUGH 3546, ALL OF VACATED SUNNYBROOK AVE BETWEEN EVERGREEN ROAD AND RED RIVER BLVD., AND ALL OF VACATED 20' PUBLIC ALLEY ADJACENT TO LOTS 3359 TO 3389, ALSO ALL OF THE VACATED ALLEY ADJACENT TO WEST 3.00 FEET OF LOT 3358 OF LOUISE LATHRUP'S CALIFORNIA BUNGALOW SUB NO 6 AND PART OF THE SOUTHWEST 1/4 SEC. 14, T1 NORTH, R10 EAST, CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 41 OF PLATS, ON PAGE 32 OF THE OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, 102.00 FEET ALONG THE WEST LINE OF SAID SECTION 14; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, 60.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 3389 AND THE INTERSECTION OF THE NORTHERLY LINE OF ELEVEN MILE ROAD AND THE EASTERLY LINE OF EVERGREEN ROAD; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, 400.00 FEET ALONG THE EASTERLY LINE OF EVERGREEN ROAD TO THE NORTHERLY LINE OF VACATED SUNNYBROOK AVENUE; THENCE SOUTH 89 DEGREES 57 MINUTES 30 SECONDS EAST, 120.00 FEET ALONG THE NORTHERLY LINE OF VACATED SUNNYBROOK AVENUE; THENCE SOUTH 00 DEGREES 02 MINUTES 30 SECONDS WEST, 20.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 30 SECONDS EAST, 360.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3532; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, 146.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 3532; THENCE SOUTH 75 DEGREES 20 MINUTES 36 SECONDS EAST, 144.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 3529; THENCE NORTH 89 DEGREES 44 MINUTES 53 SECONDS EAST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 3529; THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, 369.79 FEET ALONG SAID LINE OF RED RIVER BLVD. TO THE SOUTHEAST CORNER OF SAID LOT 3546; THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, 120.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3352; THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, 750.00 FEET ALONG SAID LINE OF ELEVEN MILE ROAD TO THE POINT OF BEGINNING.

*pt. 24-14-356-052 lots 3540-3544
 lots 3352-3389
 24-14-356-053 lots 3529-3532
 lots 3544-3546*

LEGAL DESCRIPTION - EASEMENT

A 12 FOOT WIDE WATER MAIN EASEMENT LYING IN THE SOUTHWEST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 10 EAST, CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MICHIGAN AND THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, TOWN 1 NORTH, RANGE 10 EAST, AS RECORDED IN LIBER 19616, PAGE 193, OAKLAND COUNTY RECORDS; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, 102.00 FEET ALONG THE WEST LINE OF SAID SECTION 14; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, 432.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS WEST, 206.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45 DEGREES 56 MINUTES 55 SECONDS EAST, 21.22 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 05 SECONDS EAST, 51.50 FEET; THENCE NORTH 45 DEGREES 56 MINUTES 55 SECONDS EAST, 91.49 FEET TO THE POINT OF ENDING.

*pt 24-14-356-052
 Being part of lots 3540-3542*



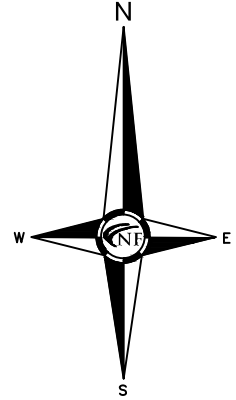
Patrick J. Williams

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257

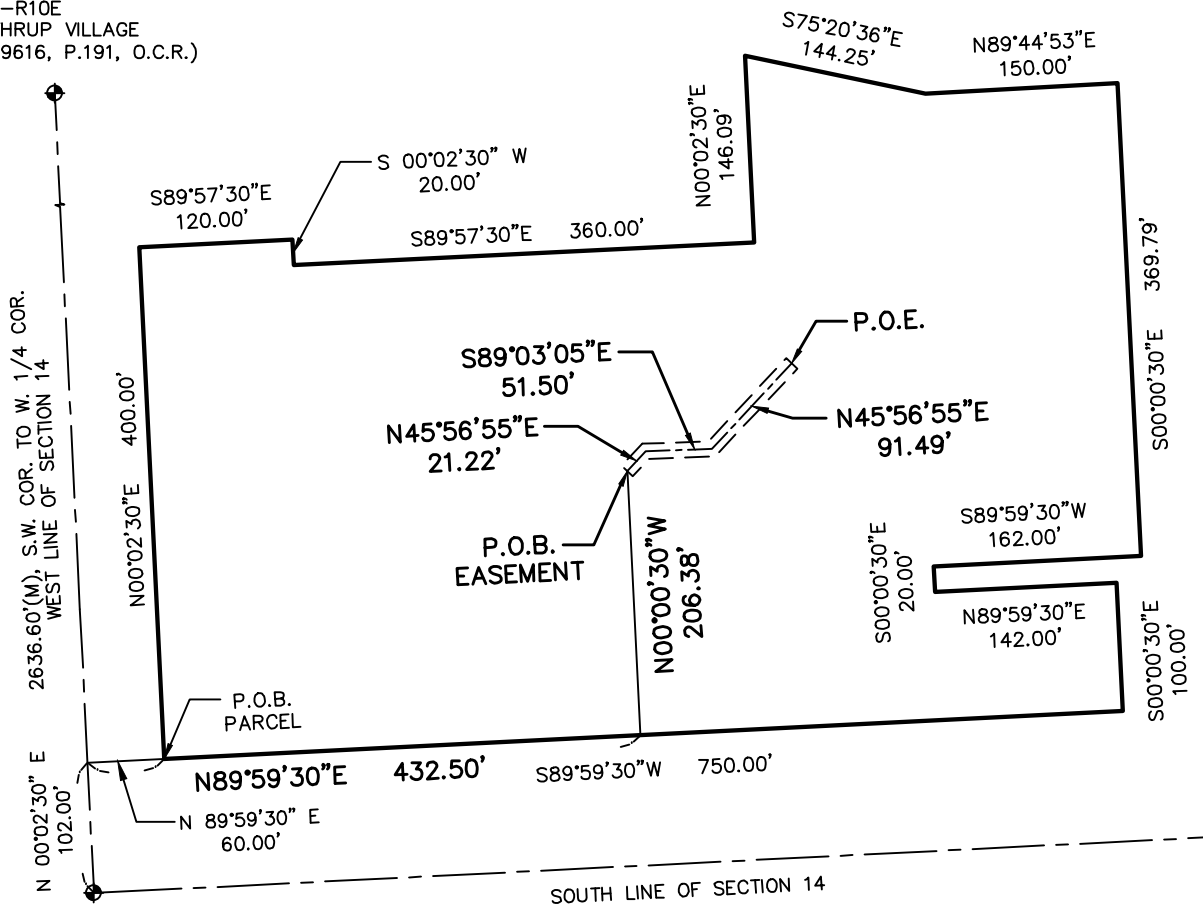
DATE 02-10-2017
 DRAWN AJE
 JOB NO. D373-02
 SHEET 2 of 2

EXHIBIT A

WATER MAIN EASEMENT (SKETCH)

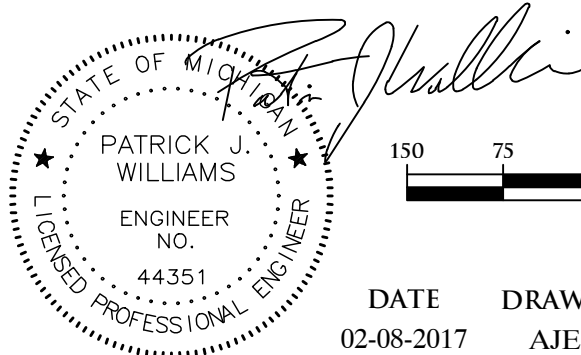


WEST 1/4 CORNER
SECTION 14
T1N-R10E
LATHRUP VILLAGE
(L.19616, P.191, O.C.R.)



SOUTHWEST CORNER
SECTION 14
T1N-R10E
LATHRUP VILLAGE
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SCALE: 1" = 150'

DATE	DRAWN	JOB NO.	SHEET
02-08-2017	AJE	D373-02	1 of 2

EXHIBIT A

WATER MAIN EASEMENT (DESCRIPTION)

LEGAL DESCRIPTION - PROPERTY

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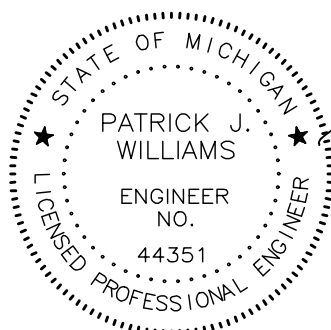
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LEGAL DESCRIPTION - EASEMENT

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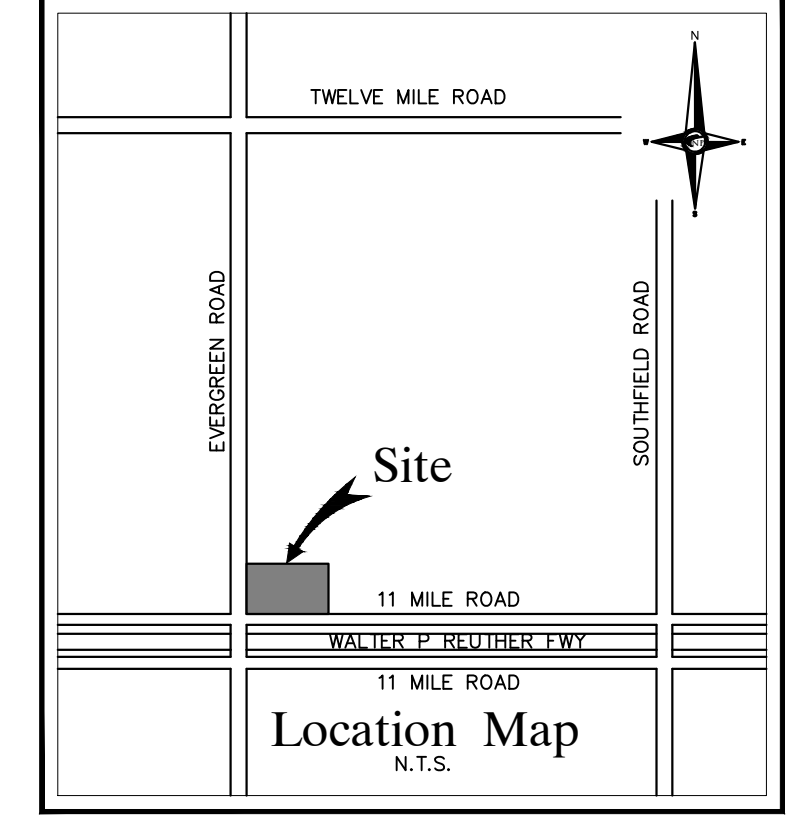
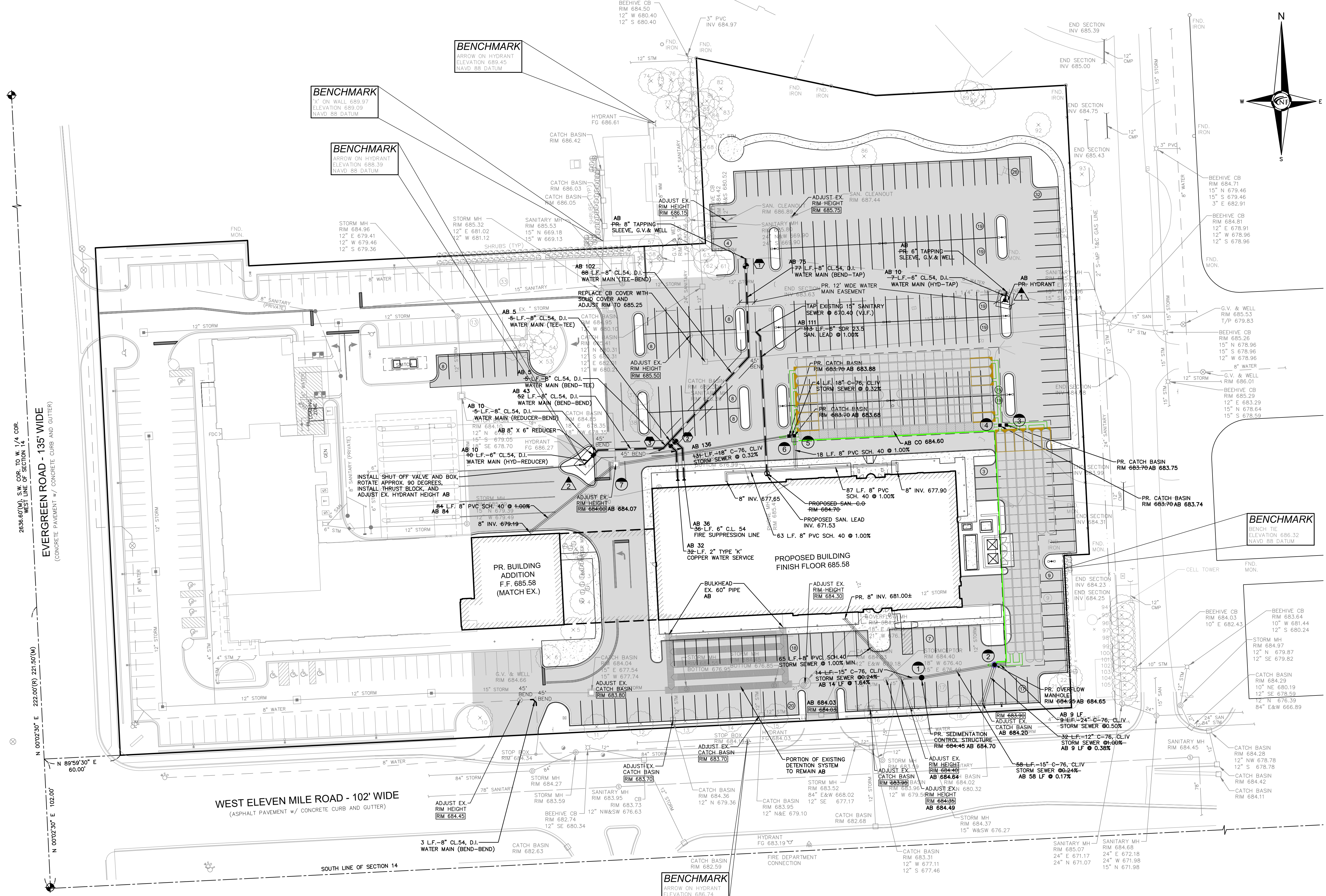
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NOWAK & FRAUS ENGINEERS
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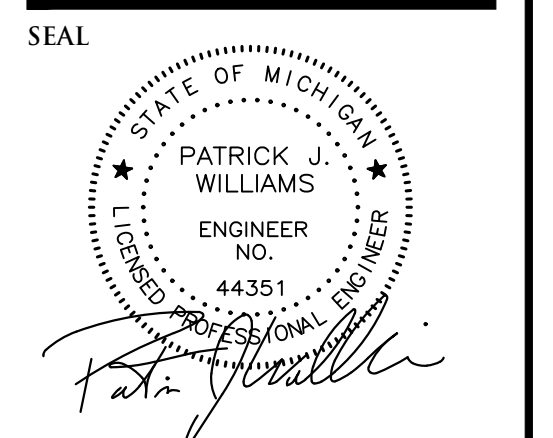


A handwritten signature in black ink that reads "Patrick J. Williams".

DATE	DRAWN	JOB NO.	SHEET
02-08-2017	AJE	D373-02	2 of 2



**CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS**



PROJECT
Michigan First Credit Union
27000 Evergreen Road

CLIENT
Michigan First Credit Union
27000 Evergreen Road
Lathrup Village, MI 48076

Contact:
Janet Osoki
Tel.:(248) 395-4007
Fax: (248) 443-4278

PROJECT LOCATION
Part of the Southwest 1/4
of Section 14
T.1N., R.10E.,
City of Lathrup Village,
Oakland County, Michigan

SHEET
As-Built Utility Plan



REVISONS
00-00-00

DRAWN BY:
A. Eizember
DESIGNED BY:
P. Williams
APPROVED BY:
P. Williams
DATE:
December 4, 2018

SCALE: 1" = 40'
0 20 0 20 40 60
NFE JOB NO. D373-02 **SHEET NO.** AB-1

HYDRANT SCHEDULE

▲ FIRE HYDRANT ASSEMBLY F.G. 685-80 AB 685.54	▲ FIRE HYDRANT ASSEMBLY F.G. 695-40 AB 685.25
--	--

GATE VALVE SCHEDULE

① 8" TAPPING SLEEVE & GATE VALVE IN WELL RIM 685-60 AB 685.86	③ 2" STOP BOX RIM 684-30 AB 684.75
② 6" GATE VALVE RIM 684-35 AB 684.81	

STORM STRUCTURE SCHEDULE

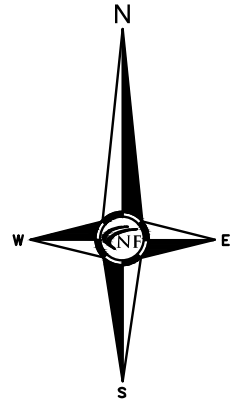
① STORMCEPTOR 450I RIM 684-40 AB 684.70 15" E INV. 676-30 AB 676.55 15" W INV. 676-30 AB 676.50	⑤ H.D.P.E. RISER CATCH BASIN RIM 683-70 AB 683.68 18" W INV. 677-90 AB 677.88 60" E INV. 676-80 AB 677.38 8" S INV. 676-80 AB 677.38
② OUTLET CONTROL STRUCTURE RIM 684-25 AB 684.65 15" E INV. 676-40 AB 678.35 15" W INV. 676-40 AB 678.85 12" SW INV. 680-00 AB 680.20	⑥ PROPOSED 4' DIA. CATCH BASIN RIM 683-70 AB 683.88 18" E INV. 677-90 AB 677.98 18" W INV. 677-90 AB 677.98 8" S INV. 676-80 AB 677.38
③ H.D.P.E. RISER CATCH BASIN RIM 683-70 AB 683.74 60" E INV. 676-80 AB 677.24 60" W INV. 676-80 AB 677.24	⑦ EXISTING CATCH BASIN RIM 684-00 AB 684.07 18" E INV. 678.35 18" W INV. 678.35 8" SW INV. 678.35

LEGEND

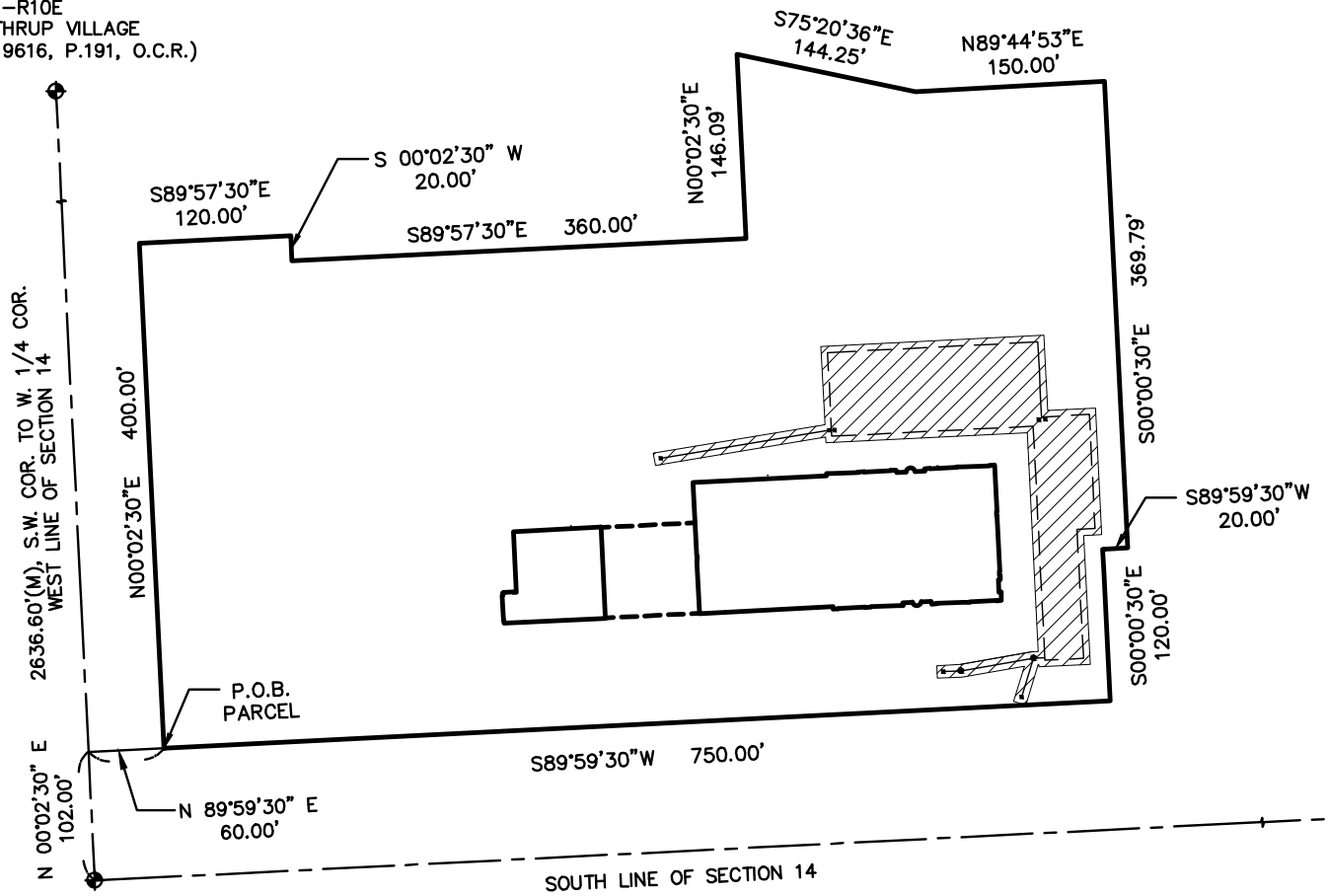
MANHOLE	EXISTING SANITARY SEWER
HYDRANT	SAN. CLEAN OUT
MANHOLE	EXISTING WATER MAIN
MANHOLE	EXISTING STORM SEWER
UTILITY POLE	EX. R. Y. CATCH BASIN
GUY WIRE	EXISTING BURIED CABLES
GUY WIRE	OVERHEAD LINES
MANHOLE	LIGHT POLE
HYDRANT	SIGN
INLET	EXISTING GAS MAIN
MANHOLE	PR. SANITARY SEWER
HYDRANT	PR. WATER MAIN
INLET	PR. STORM SEWER
MANHOLE	PR. R. Y. CATCH BASIN
MANHOLE	SAND BACKFILL (95% DENSITY)
MANHOLE	PROPOSED LIGHT POLE

EXHIBIT A

STORM WATER MANAGEMENT SYSTEM (SKETCH)

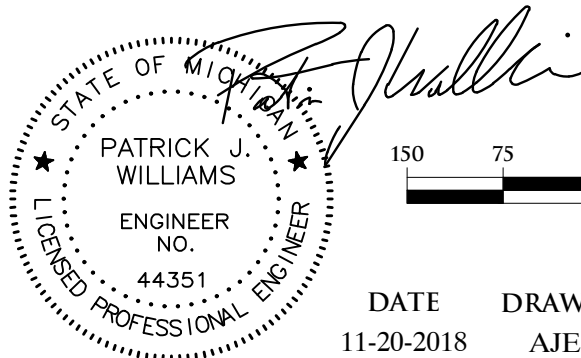


WEST 1/4 CORNER
SECTION 14
T1N-R10E
LATHRUP VILLAGE
(L.19616, P.191, O.C.R.)



SOUTHWEST CORNER
SECTION 14
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SCALE: 1" = 150'

DATE	DRAWN	JOB NO.	SHEET
11-20-2018	AJE	D373-02	1 of 2

EXHIBIT A

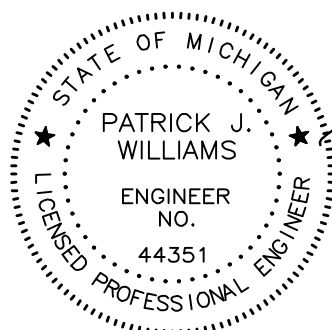
STORM WATER MANAGEMENT SYSTEM (LEGAL DESCRIPTIONS)

LEGAL DESCRIPTION - PROPERTY

ALL OF LOTS 3352 THROUGH 3389, 3529 THROUGH 3532, AND 3540 THROUGH 3546, ALL OF VACATED SUNNYBROOK AVE BETWEEN EVERGREEN ROAD AND RED RIVER BLVD., AND ALL OF VACATED 20' PUBLIC ALLEY ADJACENT TO LOTS 3359 TO 3389, ALSO ALL OF THE VACATED ALLEY ADJACENT TO WEST 3.00 FEET OF LOT 3358 OF LOUISE LATHRUP'S CALIFORNIA BUNGALOW SUB NO 6 AND PART OF THE SOUTHWEST 1/4 SEC. 14, T1 NORTH, R10 EAST, CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MICHIGAN, RECORDED IN LIBER 41 OF PLATS, ON PAGE 32 OF THE OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257



A handwritten signature in black ink that reads "Patrick J. Williams".

DATE	DRAWN	JOB NO.	SHEET
11-20-2018	AJE	D373-02	2 of 2

EXHIBIT B

STORM WATER MANAGEMENT SYSTEM (MAINTENANCE)

THE UNDERGROUND RETENTION AND STORM SYSTEM REQUIRES MINIMAL ROUTINE MAINTENANCE. HOWEVER IT IS IMPORTANT THAT THE SYSTEM BE INSPECTED AT REGULAR INTERVALS AND CLEANED WHEN NECESSARY TO ENSURE OPTIMUM PERFORMANCE.

INSPECTION

INSPECTIONS OF THE UNDERGROUND DETENTION SYSTEM SHOULD BE CONDUCTED AT LEAST ONCE A YEAR. A VISUAL INSPECTION OF THE SYSTEM FOR LITTER, DEBRIS OR SEDIMENT THAT MAY CONTRIBUTE TO CLOGGING OR BLOCKAGE.

INSPECTION OF THE STORM SYSTEM OUTSIDE OF THE DETENTION SYSTEM SHOULD BE INSPECTED ON AN ONGOING QUARTERLY BASIS. A VISUAL INSPECTION FOR LITTER, DEBRIS, OR SEDIMENT THAT MAY CONTRIBUTE TO CLOGGING OR BLOCKAGE. SEDIMENT LEVELS IN MANHOLES OR CATCH BASINS SHOULD BE VISUALLY CHECKED DURING DRY WEATHER CONDITIONS.

INSPECTION OF THE CONTRIBUTORY SURFACE AREA SHOULD BE COMPLETED ON A REGULAR BASIS. LITTER OR DEBRIS THAT MAY ENTER THE STORM SYSTEM SHOULD BE REMOVED TO PREVENT CLOGGING OR BLOCKAGE OF THE SYSTEM.

INSPECTIONS SHOULD BE CONDUCTED FOLLOWING HEAVY STORM EVENTS.

CLEANING

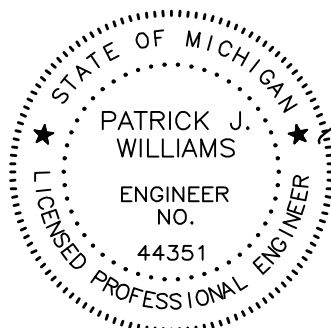
CLEANOUT OF THE UNDERGROUND DETENTION SYSTEM AS WELL AS THE STORM MANHOLES IS BEST COMPLETED WITH A VACUUM TRUCK. CLEANOUT SHOULD NOT OCCUR WITHIN 6 HOURS OF A RAIN EVENT TO ALLOW THE ENTIRE SYSTEM TO DRAIN DOWN AND ALLOW THE SETTLING OF SUSPENDED SEDIMENT.

MANHOLE SUMPS SHALL BE CLEANED ONCE SEDIMENT IS WITHIN 6" OF THE DOWNSTREAM PIPE. STORM MANHOLES WITHOUT SUMPS SHALL BE CLEANED ONCE SEDIMENT HAS COVERED 25% OF ANY PIPE WITHIN THE MANHOLE.

REMOVAL OF ANY SURFACE DEBRIS THAT MAY CONTRIBUTE TO BLOCKAGE OF THE STORM SYSTEM SHALL BE REMOVED. ANY ACCUMULATED SEDIMENT ON CONTRIBUTORY SURFACES SHALL BE REMOVED TO HELP REDUCE TRANSFER INTO THE UNDERGROUND STORM SYSTEM.

IF MANHOLE SUMPS OR PIPES CONTAIN DEBRIS AS NOTED ABOVE, THE SEWER PIPES SHALL BE CLEANED WITH TRENCHLESS SEWER CLEANING EQUIPMENT (JETTED) AT THE SAME TIME AS THE MANHOLES ARE BEING CLEANED. DEBRIS SHALL NOT BE WASHED DOWNSTREAM BUT FLUSHED TO THE DOWNSTREAM MANHOLE AND REMOVED BY A VACTOR MACHINE. CLEAN LIQUIDS MAY BE DECANTED BUT SOLIDS MUST BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.

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FAX. (248) 332-8257



A handwritten signature in black ink that reads "Patrick J. Williams".

DATE	DRAWN	JOB NO.	SHEET
11-20-2018	AJE	D373-02	1 of 1

CITY OF LATHRUP VILLAGE
Disbursement Report

Period covered 12/1/2018-12/15/2018

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$16,774.82	Bratschi, Carlton, Mitchell Schultz, Talley
DDA	\$0.00	
Bldg Mnt	\$0.00	
Police	\$34,336.72	Becker, Button, Carmack, Huston, Imber, Knoll Lask, Lawrence, McKee, Roberts, Tompkins Upshaw, Zang
DPS	\$0.00	
Water	\$965.62	Carlton
Recreation	\$0.00	

Total Gross \$52,077.16

Deductions \$18,418.07

Net Payroll \$33,659.09

*** Fund Totals Include Gross Payroll**

General Fund	\$51,111.54
Major Road Fund	\$0.00
Local Road Fund	\$0.00
Capital Acquisition Fund	\$0.00
Debt Service Fund SDS Bonds	\$0.00
Downtown Development Authority	\$0.00
Water & Sewer Fund	\$965.62
Total	\$52,077.16

CITY OF LATHRUP VILLAGE
Disbursement Report

Period covered 12/16/2018-12/31/2018

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$13,505.59	Bratschi, Carlton, Mitchell Schultz,Talley
DDA	\$0.00	
Bldg Mnt	\$0.00	
Police	\$34,378.54	Becker, Button, Carmack, Huston, Imber, Knoll Lask, Lawrence, McKee, Roberts, Tompkins Upshaw, Zang
DPS	\$0.00	
Water	\$965.62	Carlton
Recreation	\$0.00	

Total Gross \$48,849.75

Deductions \$16,533.89

Net Payroll \$32,315.86

*** Fund Totals Include Gross Payroll**

General Fund	\$219,547.00
Major Road Fund	\$6,671.94
Local Road Fund	\$14,117.89
Capital Acquisition Fund	\$0.00
Debt Service Fund SDS Bonds	\$0.00
Downtown Development Authority	\$4,497.94
Water & Sewer Fund	\$260,377.38
Total	\$505,212.15

Memorandum

To: Mayor and City Council

From: Pamela Bratschi, Assistant City Administrator/Treasurer

Date: January 25, 2019

Re: City Investment Report 12/31/2018

Attached is the City Investment Report to comply with Public Act 213 of 2007 which requires the investment officer provide quarterly a written report to the governing body concerning the investment of the funds for the City. This report is for the quarterly report of December 31, 2018

CITY OF LATHRUP VILLAGE
Investment Account Balances and Interest Earnings
June 30, 2019

Fiscal Year	Flagstar Savings	Flagstar Savings	Flagstar Savings	Flagstar Savings	Flagstar Savings	Flagstar Savings	Chase Money Market	MBIA Class Pool	Ambassador Funds	Michigan First Credit Union					Total
2018-19	258	494	101	101	101	592	Account Closed	Account Closed	Account Closed	592					
July	124,254.20	1,065,895.00	12,290.95	856,021.75	82,463.31	489,800.13	-	-	-	100.18	-	-	-	-	2,630,825.52
August	124,400.89	1,067,153.34	12,305.46	867,607.30	82,560.66	490,378.36	-	-	-	100.18	-	-	-	-	2,644,506.19
September	124,543.01	1,068,372.53	12,319.52	878,396.37	82,654.98	490,938.60	-	-	-	100.18	-	-	-	-	2,657,325.19
October	124,690.04	1,069,633.80	12,334.06	882,613.42	82,752.56	491,518.18	-	-	-	100.18	-	-	-	-	2,663,642.24
November	124,832.49	1,070,855.82	12,348.15	890,902.11	82,847.10	492,079.72	-	-	-	100.18	-	-	-	-	2,673,965.57
December	124,979.86	1,072,120.02	12,362.73	894,768.22	82,944.90	492,660.64	-	-	-	100.18	-	-	-	-	2,679,936.55
January	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	747,700.49	6,414,030.51	73,960.87	5,270,309.17	496,223.51	2,947,375.63	-	-	-	601.08	-	-	-	-	15,950,201.26
Average Monthly Balance														1,329,183.44	
										Total					
Interest To Date	858.93	7,368.24	83.96	6,039.76	570.04	3,385.84	-	-	-	-	-	Interest	29,476.43		

	Balance as of	Rate	Maturity Date	Fund	12/31/2018	Percent	Interest Per Fund	Percent
FLAGSTAR BANK (CD)	12/19/18			Capital Acquisition	124,979.86	1.89%	858.93	2.91%
	372,605.70	2.200%	06/17/19	General, Major Rd & Local Rd Funds	3,985,732.08	60.37%	15,635.26	53.04%
MICHIGAN FIRST CU (CD)	04/01/19			DDA	1,072,120.02	16.24%	7,368.24	25.00%
	206,140.20	0.550%	10/01/18	Forfeiture	12,362.73	0.19%	83.96	0.28%
				Water	1,406,810.25	21.31%	5,530.04	18.76%
FLAGSTAR/CHASE (CHECKING ACCOUNTS)				Total	<u>6,602,004.94</u>	<u>100.00%</u>	<u>29,476.43</u>	<u>100%</u>
	Balance as of	Interest Earned						
	12/31/18	12/31/18						
General	812,203.38	2,475.78						
Tax	1,810,847.15	6,549.68						
Water/Sewer	707,909.23	2,144.20						
	<u>3,330,959.76</u>	<u>11,169.66</u>						

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	MICHIGAN ST. DISBURSEMENT	CHILD SUPPORT	352.25	42050
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	POLICE & FIREMEN'S INS. GF	INSURANCE	56.34	42059
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	POLICE OFFICERS ASSOC.	UNION DUES	451.12	42060
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	AFLAC	AFLAC INSURANCE	98.30	42068
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	MICHIGAN ST. DISBURSEMENT	CHILD SUPPORT	352.25	42098
101-000.000-243.000	ENGINEERING DEPOSITS	GIFFELS-WEBSTER ENG INC	LATHRUP BLVD DEVELOPMENT	212.50	42034
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	KAI LISA ANDERSON	COMMUNITY ROOM DEPOSIT	300.00	42043
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	KEUBURAT BELLO	COMMUNITY ROOM DEPOSIT	137.50	42044
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	LIFE OF GOD OUTREACH	COMMUNITY ROOM DEPOSIT	300.00	42048
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	SHARON ALLEN	COMMUNITY ROOM DEPOSIT	300.00	42064
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	CLIFTON GRANT	EVENT THAT STAYED LATE	50.00	42019
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	GLADY STALLINGS	COMMUNITY ROOM DEPOSIT	300.00	42081
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	JACLYN NELAMS	COMMUNITY ROOM DEPOSIT	300.00	42087
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	JACLYN NELAMS	COMMUNITY ROOM DEPOSIT	300.00	42087
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	KIMBERLY SEALS	COMMUNITY ROOM DEPOSIT	300.00	42089
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	LEAH SMITH-POPE	COMMUNITY ROOM DEPOSIT	300.00	42090
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	WANDA WRIGHT	COMMUNITY ROOM DEPOSIT	300.00	42112
101-000.000-246.000	POLICE UNION DUES	COMMAND OFFICERS ASSN. OF	UNION DUES	130.32	42022
101-000.000-283.000	PERFORMANCE BONDS	Genesis Creative Solutions	BD Bond Refund	150.00	42033
101-000.000-283.000	PERFORMANCE BONDS	Homespec	BD Bond Refund	150.00	42037
101-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	ICMA RETIREMENT TRUST-457	ICMA DEF COMP 457	2,198.59	42039
101-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	ICMA RETIREMENT TRUST-457	ICMA DEF COMP 457	2,978.02	42084
Total For Dept 000.000				10,017.19	
Dept 100.000 GOVERNMENT SERVICES					
101-100.000-712.000	WORKER'S COMP INSURANCE	MICHIGAN MUNICIPAL LEAGUE	WORKERS COMPENSATION FUND	808.00	42097
101-100.000-726.000	OFFICE SUPPLIES	INTEGRITY BUSINESS SOLUTIO	OFFICE SUPPLIES	11.00	42040
101-100.000-726.000	OFFICE SUPPLIES	NATIONAL BAND & TAG CO.	DOG TAGS	85.08	42052
101-100.000-726.000	OFFICE SUPPLIES	CMN TV	DVD JEWEL CASES, 2019 CALENDAR	42.00	42078
101-100.000-726.000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	258.41	42103
101-100.000-804.000	BUILDING TRADE INSPECTION	GIFFELS-WEBSTER ENG INC	PLAN REVIEW	577.50	42080
101-100.000-804.000	BUILDING TRADE INSPECTION	MCKENNA & ASSOC.	BUILDING INSPECTIONS AND CODE ENFORCEME	7,168.50	42093
101-100.000-805.000	CABLE TELEVISION	CMN TV	CABLE SERVICES PROVIDED	1,765.50	42078
101-100.000-805.000	CABLE TELEVISION	CMN TV	CITY COUNCIL MEETING	400.00	42078
101-100.000-805.000	CABLE TELEVISION	JIM NELSON	LUNCH FOR CAMERA CREW FOR CABLE TEAM	43.12	42088
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	CLS CONTINENTAL LINEN SER	LINEN CLEANING	229.64	42020
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	PARKS MAINTENANCE, INC.	WATER LEAKING FROM ICE MACHINE	207.00	42056
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	CLIFTON GRANT	COMMUNITY ROOM EVENTS	940.00	42019
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	CLIFTON GRANT	COMMUNITY ROOM EVENTS	1,120.00	42077
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	CLIFTON GRANT	PREPARED FOOD FOR FRANK BROCKS RETIREME	125.00	42077
101-100.000-840.000	LIBRARY PAYMENT	CITY OF SOUTHFIELD	LIBRARY PAYMENT ULY 1ST 2018 THRU DECEM	59,969.00	42018
101-100.000-848.000	GOVERNMENT OPERATIONS	ELEANOR A. SIEWERT	COUNCIL RULES OF ORDER AND PROCEDURE PF	250.00	42032
101-100.000-848.000	GOVERNMENT OPERATIONS	CARDMEMBER SERVICE	COMMUNITY EVENTS, GOVERNMENT OPERATIONS	1,008.33	42009
101-100.000-848.000	GOVERNMENT OPERATIONS	MICHIGAN DEPARTMENT OF TEC	MIDEAL MEMBERSHIP	180.00	42094
101-100.000-848.000	GOVERNMENT OPERATIONS	MICHIGAN MUNICIPAL LEAGUE	MEMBERSHIP FEES	35.00	42096
101-100.000-848.000	GOVERNMENT OPERATIONS	MPARKS	MEMBERSHIP	20.00	42099
101-100.000-850.000	TELEPHONE EXPENDITURES	COMCAST	CABLE AND INTERNET	173.76	42021
101-100.000-850.000	TELEPHONE EXPENDITURES	PAETEC	PHONE BILL	395.11	42055
101-100.000-850.000	TELEPHONE EXPENDITURES	PAETEC	TELEPHONE BILLS	615.06	42055
101-100.000-850.000	TELEPHONE EXPENDITURES	BSB COMMUNICATIONS, INC.	CHANGE NAME ON EXTENSION 224 AND DELETE	62.50	42073
101-100.000-850.000	TELEPHONE EXPENDITURES	VERIZON WIRELESS	CELL PHONE BILLS	154.98	42111
101-100.000-860.000	VEHICLE EXPENSE	US BANK VOYAGER FLEET SYS	FUEL CHARGES FOR CITY VEHICLES	223.73	42066

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Fund 101 GENERAL FUND					
Dept 100.000 GOVERNMENT SERVICES					
101-100.000-860.000	VEHICLE EXPENSE	SHERYL MITCHELL	VEHICLE ALLOWANCE	350.00	42105
101-100.000-900.000	PRINTING/PUBLICATION COSTS	C & G NEWSPAPERS	ADVERTISEMENT	120.00	42016
101-100.000-900.000	PRINTING/PUBLICATION COSTS	C & G NEWSPAPERS	ADVERTISEMENT	157.50	42016
101-100.000-900.000	PRINTING/PUBLICATION COSTS	C & G NEWSPAPERS	ADVERTISEMENT	616.00	42016
101-100.000-900.000	PRINTING/PUBLICATION COSTS	DR. MARTIN LUTHER KING, JF	ADVERTISING AGREEMENT FOR MLK SOUVENIR	500.00	42027
101-100.000-900.000	PRINTING/PUBLICATION COSTS	C & G NEWSPAPERS	ADVERTISEMENT	220.00	42074
101-100.000-900.000	PRINTING/PUBLICATION COSTS	C & G NEWSPAPERS	ADVERTISEMENT	157.50	42074
101-100.000-900.000	PRINTING/PUBLICATION COSTS	MICHIGAN MUNICIPAL LEAGUE	ADVERTISEMENT FOR CLASSIFIEDS	126.24	42096
101-100.000-901.000	POSTAGE FEES	PITNEY BOWES	LEASE PAYMENT ON POSTAGE MACHINE	237.98	42057
101-100.000-901.000	POSTAGE FEES	PITNEY BOWES GLOBAL FINAN	LEASE PAYMENT	356.64	42058
Total For Dept 100.000 GOVERNMENT SERVICES				79,710.08	
Dept 101.000 ADMINISTRATION					
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	170.78	42067
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE	2,927.42	42014
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	170.78	42110
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS BLUE SHIELD	HEALTH INSURANCE	509.35	42071
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPAN	INSURANCE	142.97	42108
101-101.000-717.000	CODE ENFORCEMENT LEGAL	BAKER & ELOWSKY, PLLC	LEGAL SERVICES PROVIDED	975.00	42011
101-101.000-718.000	ELECTIONS	CARDMEMBER SERVICE	COMMUNITY EVENTS, GOVERNMENT OPERATIONS	329.08	42009
101-101.000-722.000	LEGAL SERVICES	BAKER & ELOWSKY, PLLC	LEGAL SERVICES PROVIDED	5,387.50	42011
Total For Dept 101.000 ADMINISTRATION				10,612.88	
Dept 201.000 BUILDING & GROUNDS					
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	CLEANING SERVICES PROVIDED FOR CITY HAI	550.25	42019
101-201.000-702.000	SALARIES PART-TIME	MICHIGAN ST. DISBURSEMENT	SPOUSAL SUPPORT	649.75	42050
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	CLEANING SERVICES PROVIDED	550.25	42077
101-201.000-702.000	SALARIES PART-TIME	MICHIGAN ST. DISBURSEMENT	SPOUSAL SUPPORT	649.75	42098
101-201.000-920.000	UTILITIES	CONSUMERS ENERGY	ENERGY BILL	528.46	42023
101-201.000-920.000	UTILITIES	DTE ENERGY	ELECTRICE BILLS	1,954.65	42029
101-201.000-920.000	UTILITIES	CONSUMERS ENERGY	ENERGY BILLS	1,207.61	42023
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	DETROIT ELEVATOR COMPANY	ROUTINE MAINTENANCE DECEMBER 2018	199.00	42025
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	GOLD STAR PRODUCTS	DETERGENT SOLID DISH PERFORMANCE	170.88	42035
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	HOME DEPOT CREDIT SERVICES	QUIKRETE MASONRY CEMENT, FLOOR WAX	154.08	42036
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	J.C. EHRLICH CO.INC	PEST CONTROL	85.00	42041
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	LUTZ ROOFING COMPANY, INC.	REPAIR AND PATCH ROOF FROM GREASE SPILI	1,688.00	42049
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	J.C. EHRLICH CO.INC	PEST CONTROL	85.00	42085
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	NICHOLS PAPER & SUPPLY CO	BUILDING SUPPLIES	383.20	42100
101-201.000-938.000	PARKING LOT & GROUNDS	LESLIE WILLIAMS	CLEANED UP LEAVES BEHIND CITY HALL	300.00	42046
101-201.000-938.000	PARKING LOT & GROUNDS	SHAUN MARTIN	CLEANED UP LEAVES BEHIND CITY HALL	300.00	42065
Total For Dept 201.000 BUILDING & GROUNDS				9,455.88	
Dept 301.000 PUBLIC SAFETY					
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	36.90	42067
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	363.55	42067
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE	969.66	42014
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BRIAN AVEDISIAN	MEDICAL INSURANCE REIMBURSEMENT	402.00	42015
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	36.90	42110
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	363.55	42110
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS BLUE SHIELD	HEALTH INSURANCE	3,122.83	42071
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	10,400.97	42072
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPAN	INSURANCE	214.65	42108
101-301.000-726.000	OFFICE SUPPLIES	CARDMEMBER SERVICE	COMMUNITY EVENTS, GOVERNMENT OPERATIONS	121.84	42009

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Fund 101 GENERAL FUND					
Dept 301.000 PUBLIC SAFETY					
101-301.000-727.000	ROAD SUPPLIES	CITY OF LATHRUP VILLAGE	AMMO CASE, PARKING FEE, ZIP LOCK BAGS,	5.30	42017
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	BATTERIES PLUS	BATTERIES	34.49	42012
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	CARDMEMBER SERVICE	COMMUNITY EVENTS, GOVERNMENT OPERATIONS	11.95	42009
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	PREMIER BUSINESS PRODUCTS	COPIES FOR POLICE DEPARTMENT	106.84	42061
101-301.000-803.000	MEMBERSHIPS & MEETINGS	LEXIS NEXIS	NOVEMBER 2018 MINIMUM COMMITMENT	50.00	42047
101-301.000-803.000	MEMBERSHIPS & MEETINGS	OAKLAND COUNTY ASSN. CHIEF	MEMBERSHIP DUES FOR MCKEE AND ZANG	60.00	42054
101-301.000-803.000	MEMBERSHIPS & MEETINGS	CARDMEMBER SERVICE	COMMUNITY EVENTS, GOVERNMENT OPERATIONS	150.00	42009
101-301.000-822.000	TRAINING	CITY OF LATHRUP VILLAGE	AMMO CASE, PARKING FEE, ZIP LOCK BAGS,	15.00	42017
101-301.000-822.000	TRAINING	SCOTT MCKEE	TRAVEL EXPENSES	89.34	42063
101-301.000-822.000	TRAINING	CARDMEMBER SERVICE	COMMUNITY EVENTS, GOVERNMENT OPERATIONS	455.00	42009
101-301.000-822.000	TRAINING	CITY OF FARMINGTON HILLS	CONFERENCE FOR ACTIVE ASSAILANT FOR ZAN	300.00	42076
101-301.000-822.000	TRAINING	OAKLAND COMMUNITY COLLEGE	ADVANCED POLICE TRAINING	250.00	42101
101-301.000-822.000	TRAINING	MACOMB COMMUNITY COLLEGE	REPORT WRITING FOR OFFICER CARMACK	120.00	42092
101-301.000-823.000	FIREARMS TRAINING	CITY OF LATHRUP VILLAGE	AMMO CASE, PARKING FEE, ZIP LOCK BAGS,	21.18	42017
101-301.000-825.000	ANIMAL CONTROL	OAKLAND COUNTY TREASURER	ANIMAL CONTROL POUND FEES	161.00	42102
101-301.000-829.000	POLICE UNIFORMS & CLEANING	PRIORITY ONE EMERGENCY, IN	UNIFORMS	79.99	42104
101-301.000-850.000	TELEPHONE EXPENDITURES	COMCAST	CABLE AND INTERNET IN POLICE DEPARTMENT	91.72	42021
101-301.000-850.000	TELEPHONE EXPENDITURES	PAETEC	TELEPHONE BILLS	398.36	42055
101-301.000-850.000	TELEPHONE EXPENDITURES	AT & T	DISPATCH	51.40	42010
101-301.000-850.000	TELEPHONE EXPENDITURES	VERIZON WIRELESS	CELL PHONE BILLS	154.98	42111
101-301.000-860.000	VEHICLE EXPENSE	BELLE TIRE	TIRE FOR POLICE VEHICLE	258.50	42013
101-301.000-860.000	VEHICLE EXPENSE	BELLE TIRE	TIRE FOR POLICE VEHICLE	258.50	42013
101-301.000-860.000	VEHICLE EXPENSE	CITY OF LATHRUP VILLAGE	AMMO CASE, PARKING FEE, ZIP LOCK BAGS,	17.55	42017
101-301.000-860.000	VEHICLE EXPENSE	US BANK VOYAGER FLEET SYS	FUEL CHARGES FOR CITY VEHICLES	1,797.15	42066
101-301.000-860.000	VEHICLE EXPENSE	CARDMEMBER SERVICE	COMMUNITY EVENTS, GOVERNMENT OPERATIONS	83.96	42009
101-301.000-860.000	VEHICLE EXPENSE	JAX KAR WASH	CAR WASHES FOR POLICE VEHICLES	35.00	42042
101-301.000-860.000	VEHICLE EXPENSE	BELLE TIRE	AUTO REPAIRS ON POLICE TAHOE	494.99	42069
101-301.000-860.000	VEHICLE EXPENSE	BIRMINGHAM OIL CHANGE CEN	OIL CHANGE ON POLICE TAHOE	63.95	42070
101-301.000-860.000	VEHICLE EXPENSE	SOUTHFIELD MUFFLER & BRAKE	REPLACE FRONT AND REAR BRAKES ON POLICE	607.02	42107
101-301.000-860.000	VEHICLE EXPENSE	DECATUR ELECTRONICS INC	BENCH REPAIR AND ANTENNA CABLE	415.00	42079
Total For Dept 301.000 PUBLIC SAFETY				22,671.02	
Dept 401.000 PUBLIC SERVICE					
101-401.000-920.000	UTILITIES	DTE ENERGY	ELECTRICE BILLS	119.67	42029
101-401.000-920.000	UTILITIES	PAETEC	TELEPHONE BILLS	132.09	42055
101-401.000-920.000	UTILITIES	US BANK VOYAGER FLEET SYS	FUEL CHARGES FOR CITY VEHICLES	1,427.20	42066
101-401.000-920.000	UTILITIES	CONSUMERS ENERGY	ENERGY BILLS	573.83	42023
101-401.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	8,530.55	42045
Total For Dept 401.000 PUBLIC SERVICE				10,783.34	
Dept 501.000 LEAF COLLECTION					
101-501.000-978.000	REFUSE EQUIP/ROLLOFF EXPEND	SOCRRA	SPECIAL CHARGES	142.29	42106
Total For Dept 501.000 LEAF COLLECTION				142.29	
Dept 502.000					
101-502.000-801.001	SOCRRA	SOCRRA	REFUSE, RECYCLABLES AND YARD WASTE COLI	14,420.00	42106
101-502.000-801.001	SOCRRA	SOCRRA	REFUSE, RECYCLABLES AND YARD WASTE COLI	12,772.00	42106
Total For Dept 502.000				27,192.00	
Dept 601.000 RECREATION					
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE	297.70	42014
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPAN	INSURANCE	22.14	42108
101-601.000-806.000	OTHER RECREATION PROGRAMS	CARDMEMBER SERVICE	COMMUNITY EVENTS, GOVERNMENT OPERATIONS	179.40	42009

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 601.000 RECREATION					
101-601.000-812.000	COMMUNITY EVENTS	CARDMEMBER SERVICE	COMMUNITY EVENTS, GOVERNMENT OPERATIONS	309.45	42009
101-601.000-812.000	COMMUNITY EVENTS	CLIFTON GRANT	GRILLED HOT DOGS AND CLEANED UP AFTER E	75.00	42019
101-601.000-812.000	COMMUNITY EVENTS	MOLLY TAMSEN	BUNS FOR WINTER FESTIVAL WITH SANTA	19.50	42051
101-601.000-812.000	COMMUNITY EVENTS	MICHIGAN FESTIVALS & EVENING MEMBERSHIP RENEWAL		175.00	42095
Total For Dept 601.000 RECREATION				1,078.19	
Total For Fund 101 GENERAL FUND				171,662.87	
Fund 202 MAJOR ROAD FUND					
Dept 702.000					
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE	33.88	42014
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	INSURANCE	2.69	42108
202-702.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	192.63	42075
202-702.000-864.000	TRAFFIC CONTROLS	ROAD COMMISSION FOR OAKLAND SUB SIGNALS		47.25	42062
202-702.000-864.000	TRAFFIC CONTROLS	ROAD COMMISSION FOR OAKLAND SUB SIGNALS		271.78	42062
202-702.000-866.000	SNOW & ICE REMOVAL	DETROIT SALT COMPANY, L.C.	ROCK SALT FOR ROADS	1,226.60	42026
202-702.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE REMOVAL	493.00	42086
202-702.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	4,404.11	42045
Total For Dept 702.000				6,671.94	
Total For Fund 202 MAJOR ROAD FUND				6,671.94	
Fund 203 LOCAL ROAD FUND					
Dept 703.000					
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE	33.88	42014
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	INSURANCE	2.69	42108
203-703.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	192.62	42075
203-703.000-861.000	ROAD MAINTENANCE	GIFFELS-WEBSTER ENG INC	ROADWAY REPAIR PROJECT	1,682.50	42080
203-703.000-861.000	ROAD MAINTENANCE	GIFFELS-WEBSTER ENG INC	11 MILE RESURFACING	6,082.50	42080
203-703.000-866.000	SNOW & ICE REMOVAL	DETROIT SALT COMPANY, L.C.	ROCK SALT FOR ROADS	1,226.59	42026
203-703.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE REMOVAL	493.00	42086
203-703.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	4,404.11	42045
Total For Dept 703.000				14,117.89	
Total For Fund 203 LOCAL ROAD FUND				14,117.89	
Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 000.000					
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE	67.93	42014
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	INSURANCE	27.13	42108
494-000.000-845.000	STREETSCAPING	HORTULUS GARDENS	FALL GARDEN MAINTENANCE GATEWAY ENTRANC	430.00	42038
494-000.000-882.000	PLANNING/CONSULTING FEES	GIFFELS-WEBSTER ENG INC	PLANNING RETAINER	2,175.00	42080
494-000.000-933.000	REPAIRS & MAINTENANCE	DTE ENERGY	STREET LIGHTS	1,797.88	42028
Total For Dept 000.000				4,497.94	
Total For Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY				4,497.94	
Fund 592 WATER & SEWER FUND					
Dept 536.000 WATER DEPARTMENT					
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	14.91	42067
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE	5,391.40	42014
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	14.91	42110
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	INSURANCE	9.28	42108

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LATHRUP VILLAGE
 POST DATES 12/01/2018 - 12/31/2018
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 WATER & SEWER FUND					
Dept 536.000 WATER DEPARTMENT					
592-536.000-902.000	BILLING SERVICES	POSTMASTER	POSTAGE FOR WATER BILLS	600.00	2456
592-536.000-902.000	BILLING SERVICES	CAPITAL TITLE INSURANCE	OVER PAYMENT OF WATER BILL	53.21	2457
592-536.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	4,948.83	42045
592-536.000-937.000	WATER SYSTEM MAINTENANCE	EAGLE LANDSCAPING & SUPPLY	LIMESTONE FOR WATER MAIN PROJECT	3,095.00	42030
592-536.000-937.000	WATER SYSTEM MAINTENANCE	EJ USA, INC.	WATER MAIN PARTS	3,823.31	42031
592-536.000-937.000	WATER SYSTEM MAINTENANCE	HOME DEPOT CREDIT SERVICES	QUIKRETE MASONRY CEMENT, FLOOR WAX	41.88	42036
592-536.000-937.000	WATER SYSTEM MAINTENANCE	SUNDE BUILDING INC.	REPAIRED GATES, VALVE CUT IN, REPAIRED	14,475.00	42109
592-536.000-944.000	WATER PURCHASES	SOUTHEAST OAKLAND COUNTY	WATER CHARGES FOR 11/01/18 TO 11/30/18	29,773.40	2459
592-536.000-974.000	WATER MAIN PROJECT	GIFFELS-WEBSTER ENG INC	WATER MAIN PROGRAM	8,022.50	42080
592-536.000-974.000	WATER MAIN PROJECT	GIFFELS-WEBSTER ENG INC	WATER MAIN PROGRAM	9,203.75	42080
592-536.000-974.000	WATER MAIN PROJECT	LIQUI-FORCE SERVICES INC.	SEWER WORK PERFORMED	90,098.64	42091
Total For Dept 536.000 WATER DEPARTMENT				169,566.02	
Dept 537.000 SEWER DEPARTMENT					
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	14.91	42067
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	INSURANCE	131.07	42014
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	14.91	42110
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	INSURANCE	9.27	42108
592-537.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	4,948.83	42045
592-537.000-939.000	SEWER SYTEM MAINTENANCE	DTE ENERGY	ELECTRICE BILLS	14.02	42029
592-537.000-939.000	SEWER SYTEM MAINTENANCE	CORBY ENERGY SERVICES, INC	CCTV WORK FOR 5 HOURS	1,850.00	42024
592-537.000-942.000	SEWAGE DISPOSAL EXPENSE	OAKLAND COUNTY TREASURER	SEWAGE CHARGES FOR THE MONTH ENDING NOV	78,840.66	2458
592-537.000-945.000	RETENTION TANK-UTIL ELEC	DTE ENERGY	ELECTRICE BILLS	1,035.07	42029
592-537.000-947.000	RETENTION TANK UTIL-GAS	CONSUMERS ENERGY	ENERGY BILLS	14.13	42023
592-537.000-948.000	RETENTION TANK UTIL-TELEPHONE	COMCAST	INTERNET AT RETENTION TANK	109.85	42021
592-537.000-948.000	RETENTION TANK UTIL-TELEPHONE	PAETEC	TELEPHONE BILLS	145.56	42055
592-537.000-957.000	INDUSTRIAL SURCHARGE/NON-RESI	OAKLAND COUNTY TREASURER	SEWAGE CHARGES FOR THE MONTH ENDING OCT	1,406.81	2458
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	HUBBELL, ROTH & CLARK, INC	STORM WATER PHASE 2 FOR MDEQ	785.65	42082
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM	525.00	42083
Total For Dept 537.000 SEWER DEPARTMENT				89,845.74	
Total For Fund 592 WATER & SEWER FUND				259,411.76	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 GENERAL FUND	171,662.87
Fund 202 MAJOR ROAD FUNI	6,671.94
Fund 203 LOCAL ROAD FUNI	14,117.89
Fund 494 DOWNTOWN DEVELC	4,497.94
Fund 592 WATER & SEWER I	259,411.76
Total For All Funds:	<u>456,362.40</u>



LAW OFFICE

BAKER & ELOWSKY, PLLC

41850 WEST ELEVEN MILE ROAD, SUITE 207
NOVI, MICHIGAN 48375

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

www.bakerelowsky.com

SCOTT R. BAKER
JENNIFER H. ELOWSKY

sbaker@bakerelowsky.com

Of Counsel

LEANN K. KIMBERLIN

MATTHEW C. QUINN

December 10, 2018

Via Email

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

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

Re: Legal Department Billing for November 1 through November 30, 2018

Dear Dr. Mitchell and Ms. Bratschi:

The following is our law firm's billing to the City of Lathrup Village for the month of November, 2018:

1. General Retainer	\$1,650.00
2. Special Legal Services	\$3,737.50
3. Downtown Development Authority	\$0
4. Project Reimbursement	\$0
5. Prosecution/Code Enforcement	<u>\$ 975.00</u>
	\$6,362.50

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

Very truly yours,

BAKER & ELOWSKY, PLLC

Scott R. Baker
Lathrup Village Attorney

SRB/sds
Enclosures



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

12-10-2018

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

Invoice Number: 786

Invoice Period: 11-01-2018 - 11-30-2018

RE: General Retainer

Time Details

Date	Professional	Description	Hours	Amount
11-02-2018	SRB	Review Study Session Agenda.	0.25	No Charge
11-05-2018	SRB	Prepare for and attend Council Study Session.	2.50	No Charge
11-13-2018	SRB	Phone call with Chief McKee.	0.25	No Charge
11-16-2018	SRB	Review Agenda for Regular Meeting and Study Session of Council.	0.75	No Charge
11-19-2018	SRB	Attendance at Council Study Session.	1.00	No Charge
11-19-2018	SRB	Attendance at Regular Meeting of City Council.	1.50	No Charge
11-21-2018	SRB	Phone call with Chief McKee.	0.25	No Charge
11-21-2018	SRB	Phone call with Planner.	0.25	No Charge
11-26-2018	SRB	Phone call with City Administrator.	0.25	No Charge
11-30-2018	SRB	Services rendered.		1,650.00
			Total Fees	1,650.00

Time Summary

Professional	Hours	Amount
SRB	7.00	1,650.00
		Total Fees
		1,650.00

Total for this Invoice 1,650.00



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12-10-2018

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

Invoice Number: 787

Invoice Period: 11-01-2018 - 11-30-2018

RE: Prosecution/Code Enforcement

Time Details

Date	Professional	Description	Hours	Amount
11-05-2018	SRB	Receipt and review of correspondence from defendant; forward copy to J. Wright, receipt and review of email from J. Wright re: 18L0001617.	0.25	32.50
11-06-2018	SRB	Phone call from defendant re: 18LV01996A.	0.25	32.50
11-07-2018	SRB	Receipt and review of email correspondence with proposed stipulated order from defense attorney re: 18LV01207A; response to same.	0.25	32.50
11-08-2018	SRB	Receipt of preliminary docket from 46th District Court Clerk for 11/14 for Judge Nance; review of docket.	0.25	32.50
11-08-2018	SRB	Receipt of final dockets (2) for 11/12 Judge Nance; review of same.	0.25	32.50
11-13-2018	SRB	Notice of required Court appearances for formal hearings to Officer A. Carmack re: 18LV01888A and 18LV01944A; to Officer C. Becker re: 18LV02075A, 18LV02090A and 18LV02096; to Officer E. Button re: 18LV01894A; and to Officer R. Tompkins re: 18LV2128A; copies to Police Clerk.	0.50	65.00
11-14-2018	SRB	Appearance in 46th District Court for pre-trials and formal hearings.	3.50	455.00
11-19-2018	SRB	Receipt and review notice from 46th District Court Clerk with motion from defendant; draft notice of required Court appearance to Officer C. Becker with copy to Police Clerk; draft answer to motion and proof of service; prepare letter to Court with copy to defendant re: 18LV01850A.	0.50	65.00
11-19-2018	SRB	Notice of required Court appearance to J. Wright for formal hearing re: 18L0001618.	0.25	32.50
11-19-2018	SRB	Notice of formal hearing Court date to Officer C. Becker re: 18LV01902A and 18L247510A; to Officer A. Carmack re: 18LV01931A and 18LV01996A; copies to Police Clerk.	0.25	32.50

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

Page 1 of 2

Date	Professional	Description	Hours	Amount
11-19-2018	SRB	Receipt and review fax correspondence from Probation Officer Allen Black, review information; fax correspondence to Probation Officer Black with signed Motion of Nolle Prosequi re: 18LV01314A.	0.25	32.50
11-20-2018	SRB	Receipt and review of amended dockets for January/February 2019 from Court Clerk.	0.25	32.50
11-21-2018	SRB	Phone call from defendant re: 18LV0001619.	0.25	32.50
11-27-2018	SRB	Review correspondence from defense attorney; reply to same re: 18LV02296A.	0.50	65.00
			Total Fees	975.00

Time Summary

Professional	Hours	Amount
SRB	7.50	975.00
		Total Fees

Total for this Invoice 975.00



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NOVI, MICHIGAN 48375
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www.bakerelowsky.com

12-10-2018

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

Invoice Number: 788

Invoice Period: 11-01-2018 - 11-30-2018

RE: Special Legal Services

Time Details

Date	Professional	Description	Hours	Amount
11-01-2018	SRB	Preparation for and attendance at Special Meeting of Council re: parliamentary procedure.	3.00	390.00
11-01-2018	SRB	Review correspondence from City Administrator re: Study Session Agenda.	0.25	32.50
11-01-2018	SRB	Receipt and review correspondence from Planner re: public hearing; review notice.	0.25	32.50
11-01-2018	SRB	Review multiple correspondence from Mayor and Mayor Pro Tem re: Study Session Agenda items.	0.25	32.50
11-01-2018	SRB	Receipt and review correspondence from City Administrator re: litigation update.	0.25	32.50
11-02-2018	SRB	Meeting with Planner, City Administrator, Developer re: Lathrup and 11 Mile development.	1.25	162.50
11-02-2018	SRB	Receipt and review correspondence from City Administrator re: Lathrup and 11 Mile development.	0.25	32.50
11-02-2018	SRB	Receipt and review correspondence from City Administrator re: Council Study Session Agenda.	0.25	32.50
11-02-2018	SRB	Receipt and review correspondence from Planner re: Lathrup and 11 Mile development.	0.25	32.50
11-03-2018	SRB	Receipt and review correspondence from City Administrator.	0.25	32.50
11-05-2018	SRB	Receipt and review correspondence from Code Enforcement Officer.	0.25	32.50
11-05-2018	SRB	Receipt and review correspondence from City Administrator re: Southfield Road construction.	0.25	32.50
11-05-2018	SRB	Receipt and review correspondence from City Administrator re: permit inquiries.	0.25	32.50
11-05-2018	SRB	Review and respond to inquiry re: RFQ for real estate services.	0.25	32.50

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

Page 1 of 4

Date	Professional	Description	Hours	Amount
11-05-2018	SRB	Receipt and review correspondence from City Administrator.	0.25	32.50
11-06-2018	SRB	Receipt and review multiple correspondence re: recreational marijuana.	0.75	97.50
11-06-2018	SRB	Review correspondence from City Administrator re: litigation update.	0.25	32.50
11-06-2018	SRB	Review and respond to correspondence from developer re: Lathrup and 11 Mile development.	0.50	65.00
11-07-2018	SRB	Receipt and review correspondence from City Administrator re: election results.	0.25	32.50
11-07-2018	SRB	Review correspondence from City Administrator re: Lathrup and 11 Mile development.	0.25	32.50
11-08-2018	SRB	Receipt and review correspondence from City Administrator.	0.25	32.50
11-09-2018	SRB	Review correspondence from Developer and Building Official re: Lathrup and 11 Mile.	0.50	65.00
11-09-2018	SRB	Review multiple correspondence from City Administrator and Planner re: zoning ordinance public hearing.	0.25	32.50
11-12-2018	SRB	Receipt and review correspondence from Planner.	0.25	32.50
11-13-2018	SRB	Review and respond to multiple correspondence from Code Officer re: sign issue.	1.00	130.00
11-13-2018	SRB	Review and respond to correspondence from Code Officer re: Surnow Building.	0.25	32.50
11-13-2018	SRB	Review correspondence from Mayor Pro Tem re: code violation.	0.25	32.50
11-13-2018	SRB	Receipt and review correspondence from City Administrator re: litigation update.	0.25	32.50
11-13-2018	SRB	Review and respond to correspondence from developer re: Lathrup and 11 Mile development.	0.50	65.00
11-14-2018	SRB	Receipt and review correspondence from Planner; respond to same.	0.25	32.50
11-14-2018	SRB	Review and respond to correspondence re: traffic control ordinance inquiry.	0.50	65.00
11-14-2018	SRB	Review and respond to correspondence from Parks/Rec Coordinator re: rental application.	0.25	32.50
11-14-2018	SRB	Review correspondence from City Engineer re: MFCU easements.	0.25	32.50
11-14-2018	SRB	Receipt and review correspondence from City Administrator re: sign inquiry.	0.25	32.50
11-15-2018	SRB	Receipt and review multiple correspondence re: marijuana regulation.	0.25	32.50
11-15-2018	SRB	Review correspondence and attachments from Parks/Rec Coordinator re: revision of residential applications for Community Room rental.	0.50	65.00
11-15-2018	SRB	Review and respond to correspondence from Clerk re: NOA for refuse collection.	0.25	32.50
11-15-2018	SRB	Draft notice of adoption for refuse collection ordinance amendment.	0.25	32.50
11-16-2018	SRB	Review correspondence from City Administrator re: litigation update.	0.25	32.50
11-16-2018	SRB	Review correspondence from Code Enforcement Officer re: Olga issue.	0.25	32.50
11-16-2018	SRB	Review and respond to correspondence from City Administrator	0.25	32.50

Date	Professional	Description	Hours	Amount
		re: Consumer Gas franchise.		
11-16-2018	SRB	Draft ordinance amendment for Consumers Gas franchise.	1.00	130.00
11-16-2018	SRB	Receipt and review correspondence from City Administrator re: Agenda items.	0.25	32.50
11-16-2018	SRB	Review multiple correspondence re: Lathrup and 11 Mile development.	0.50	65.00
11-16-2018	SRB	Review correspondence from Clerk re: ZBA variance request.	0.25	32.50
11-16-2018	SRB	Receipt and review correspondence from City Clerk re: road warranty program.	0.25	32.50
11-17-2018	SRB	Review correspondence re: water main project.	0.25	32.50
11-19-2018	SRB	Receipt and review correspondence from City Administrator re: leaf pick-up.	0.25	32.50
11-19-2018	SRB	Review correspondence from Building Official re: MFCU.	0.25	32.50
11-19-2018	SRB	Review multiple correspondence re: BP gas station plan submittal.	0.25	32.50
11-20-2018	SRB	Review correspondence from City Clerk re: ZBA variance request.	0.25	32.50
11-20-2018	SRB	Receipt and review multiple correspondence re: MFCU easements.	0.50	65.00
11-20-2018	SRB	Review and respond to correspondence from City Administrator and Planner re: Planning Commission Agenda items.	0.25	32.50
11-20-2018	SRB	Review correspondence re: holiday lights.	0.25	32.50
11-20-2018	SRB	Receipt and review correspondence re: MRI special land use.	0.50	65.00
11-21-2018	SRB	Review and respond to correspondence from City Administrator re: poverty standard resolution.	0.25	32.50
11-21-2018	SRB	Review and respond to correspondence from City Administrator re: RFQ comments.	0.25	32.50
11-21-2018	SRB	Review multiple correspondence from City Administrator re: RFQ comments.	0.50	65.00
11-21-2018	SRB	Review Agendas for Planning Commission Study Session and Meeting.	0.25	32.50
11-23-2018	SRB	Review correspondence from Building Official re: MRI SLU.	0.25	32.50
11-26-2018	SRB	Receipt and review correspondence from Code Officer re: Eddie Smokes.	0.25	32.50
11-26-2018	SRB	Receipt and review correspondence from Building Official re: MFCU.	0.25	32.50
11-26-2018	SRB	Receipt and review correspondence from City Administrator re: marijuana.	0.25	32.50
11-26-2018	SRB	Receipt and review correspondence from City Administrator re: rocks in ROW.	0.25	32.50
11-26-2018	SRB	Receipt and review correspondence from Planning Commission member Miller.	0.25	32.50
11-27-2018	SRB	Receipt and review multiple correspondence re: rocks in ROW.	0.50	65.00
11-27-2018	SRB	Review correspondence from City Administrator re: pre-project meeting.	0.25	32.50
11-27-2018	SRB	Review correspondence from City Administrator re: Town Hall Meeting.	0.25	32.50
11-27-2018	SRB	Receipt and review correspondence from City Administrator re: Council Study Session Agenda.	0.25	32.50

Date	Professional	Description	Hours	Amount
11-27-2018	SRB	Attend Study Session and Regular Meeting of Planning Commission.	2.50	325.00
11-28-2018	SRB	Receipt and review correspondence from Planner.	0.50	65.00
11-28-2018	SRB	Review correspondence from Planner re: zoning amendments.	0.25	32.50
			Total Fees	3,737.50

Time Summary

Professional	Hours	Amount
SRB	28.75	3,737.50
		Total Fees

Total for this Invoice 3,737.50

BUDGET REPORT (REVENUES VERSUS EXPENDITURES) FOR MONTH ENDED NOVEMBER 30, 2018

	Revenues Through 11/30/2018	Expenses Through 11/30/2018	Revenues Over (Under) Expenses
101-GENERAL FUND	3,048,171	1,481,647	1,566,524
202-MAJOR STREET FUND	78,873	49,521	29,352
203-LOCAL STREET FUND	36,907	327,077	(290,170)
258-CAPITAL ACQUISITION FUND	422	52,136	(51,714)
494-DOWNTOWN DEVELOPMENT AUTHORITY	44,707	50,164	(5,457)
592-WATER & SEWER FUND	986,763	682,999	303,764
GRAND TOTAL ALL FUNDS	<u>4,195,843</u>	<u>2,643,544</u>	<u>1,552,299</u>

BUDGET REPORT (REVENUES VERSUS EXPENDITURES) FOR MONTH ENDED DECEMBER 31, 2018

	<u>Revenues Through 12/31/2018</u>	<u>Expenses Through 12/31/2018</u>	<u>Revenues Over (Under) Expenses</u>
101-GENERAL FUND	3,094,460	1,696,379	1,398,080
202-MAJOR STREET FUND	108,250	56,428	51,821
203-LOCAL STREET FUND	50,653	341,430	(290,777)
258-CAPITAL ACQUISITION FUND	422	52,136	(51,714)
494-DOWNTOWN DEVELOPMENT AUTHORITY	44,707	55,264	(10,557)
592-WATER & SEWER FUND	1,133,411	944,177	189,234
GRAND TOTAL ALL FUNDS	<u>4,431,903</u>	<u>3,145,815</u>	<u>1,286,088</u>

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PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2018 NORM (ABNORM)	MONTH 12/31/18 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Revenues							
Dept 000.000							
101-000.000-401.000	CITY TAXES	2,438,092.00	2,438,092.00	2,309,698.18	7,514.81	128,393.82	94.73
101-000.000-402.000	REFUSE COLLECTION TAXES	365,705.00	365,705.00	346,853.02	1,126.37	18,851.98	94.85
101-000.000-409.000	DELQ PERSONAL PROPERTY REVENU	7,000.00	7,000.00	711.70	0.00	6,288.30	10.17
101-000.000-414.000	TAX PENALTIES	38,500.00	38,500.00	6,861.10	799.72	31,638.90	17.82
101-000.000-415.000	MISCELLANEOUS REVENUE	12,000.00	12,000.00	2,751.58	129.00	9,248.42	22.93
101-000.000-416.001	PROPERTY & LIABILITY DIVIDEND REVENUE	8,200.00	8,200.00	6,716.00	0.00	1,484.00	81.90
101-000.000-419.000	AT & T LEASE PAYMENTS	55,000.00	55,000.00	30,444.66	10,148.22	24,555.34	55.35
101-000.000-421.000	METRO-PCS LEASE PAYMENTS	45,000.00	45,000.00	20,684.28	3,447.38	24,315.72	45.97
101-000.000-446.000	INVESTMENT INTEREST	16,000.00	16,000.00	7,583.85	0.00	8,416.15	47.40
101-000.000-447.000	TAX 1% ADMINISTRATIVE FEE	75,000.00	75,000.00	62,412.34	4,599.64	12,587.66	83.22
101-000.000-448.000	INSURANCE REIMBURSEMENT	0.00	0.00	6,887.63	0.00	(6,887.63)	100.00
101-000.000-455.000	METRO AUTHORITY-FEE	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
101-000.000-456.000	BUILDING PERMITS	65,000.00	65,000.00	32,992.40	1,280.00	32,007.60	50.76
101-000.000-457.000	ZONING, SITE, SPECIAL PERMITS	3,000.00	3,000.00	1,462.00	29.00	1,538.00	48.73
101-000.000-458.000	PLUMBING/HEATING PERMITS	16,000.00	16,000.00	13,445.00	380.00	2,555.00	84.03
101-000.000-459.000	ELECTRICAL PERMITS	20,000.00	20,000.00	8,920.00	550.00	11,080.00	44.60
101-000.000-460.000	LICENSES & REGISTRATIONS	9,000.00	9,000.00	3,770.00	65.00	5,230.00	41.89
101-000.000-461.000	DOG & CAT LICENSES	1,000.00	1,000.00	149.00	30.00	851.00	14.90
101-000.000-465.000	CABLE TV REVENUES	120,000.00	120,000.00	57,658.06	0.00	62,341.94	48.05
101-000.000-470.000	RECREATION SPECIAL PROGRAMS	50,000.00	50,000.00	9,223.50	1,295.00	40,776.50	18.45
101-000.000-471.000	DONATIONS-OTHER	13,000.00	13,000.00	14,250.00	0.00	(1,250.00)	109.62
101-000.000-475.000	COMM ROOM & BLDG RENT REVENUE	55,000.00	55,000.00	35,579.00	3,659.00	19,421.00	64.69
101-000.000-542.000	SMART CREDITS	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00
101-000.000-546.000	POLICE CHARGES FOR SERVICES	15,000.00	15,000.00	6,586.25	685.00	8,413.75	43.91
101-000.000-574.000	STATE SHARED REVENUES	389,269.00	389,269.00	67,208.00	0.00	322,061.00	17.27
101-000.000-612.000	DISTRICT COURT FINES	125,000.00	125,000.00	40,985.34	10,550.67	84,014.66	32.79
101-000.000-626.000	COMMUNITY DEVELOPMENT	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-000.000-632.000	PUBLIC SERVICES REIMBURSEMENT	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00
101-000.000-669.000	DPS BLDG RENT FROM WATER	4,917.00	4,917.00	0.00	0.00	4,917.00	0.00
101-000.000-671.000	ADMINISTRATIVE REV RD FUND	1,639.00	1,639.00	0.00	0.00	1,639.00	0.00
101-000.000-676.001	EMPLOYEE BENEFIT CONTRIBUTION	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00
101-000.000-682.000	SALE OF FIXED ASSET	0.00	0.00	627.00	0.00	(627.00)	100.00
Total Dept 000.000		4,052,322.00	4,052,322.00	3,094,459.89	46,288.81	957,862.11	76.36
TOTAL REVENUES		4,052,322.00	4,052,322.00	3,094,459.89	46,288.81	957,862.11	76.36
Expenditures							
Dept 100.000 - GOVERNMENT SERVICES							
101-100.000-708.000	PROPERTY & LIABILITY INSURANC	30,000.00	30,000.00	24,256.00	0.00	5,744.00	80.85
101-100.000-710.000	UNEMPLOYMENT INSURANCE	100.00	100.00	58.23	0.00	41.77	58.23
101-100.000-712.000	WORKER'S COMP INSURANCE	2,500.00	2,500.00	808.00	808.00	1,692.00	32.32
101-100.000-726.000	OFFICE SUPPLIES	6,000.00	6,000.00	3,117.95	313.70	2,882.05	51.97
101-100.000-732.000	CODE ENFORCEMENT	2,000.00	2,000.00	1,280.00	0.00	720.00	64.00
101-100.000-802.000	TAX TRIBUNAL RETURNS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-100.000-804.000	BUILDING TRADE INSPECTION	80,000.00	80,000.00	38,670.35	7,746.00	41,329.65	48.34
101-100.000-805.000	CABLE TELEVISION	35,000.00	35,000.00	15,906.16	2,208.62	19,093.84	45.45
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	15,000.00	15,000.00	13,844.96	2,621.64	1,155.04	92.30
101-100.000-810.000	AUDITING & ACCOUNTING	27,000.00	27,000.00	25,559.25	0.00	1,440.75	94.66
101-100.000-818.000	APPRECIATION DINNER	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-100.000-832.000	CITIZEN COMMUNICATION/PR	10,000.00	10,000.00	8,508.00	0.00	1,492.00	85.08
101-100.000-840.000	LIBRARY PAYMENT	128,611.00	128,611.00	59,969.00	59,969.00	68,642.00	46.63
101-100.000-848.000	GOVERNMENT OPERATIONS	60,000.00	60,000.00	40,586.13	1,493.33	19,413.87	67.64

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PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2018 NORM (ABNORM)	MONTH 12/31/18 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-100.000-850.000	TELEPHONE EXPENDITURES	16,000.00	16,000.00	9,061.79	1,401.41	6,938.21	56.64
101-100.000-860.000	VEHICLE EXPENSE	6,000.00	6,000.00	3,878.43	573.73	2,121.57	64.64
101-100.000-880.000	CDBG EXPENDITURES	6,000.00	6,000.00	7,508.81	0.00	(1,508.81)	125.15
101-100.000-882.000	PLANNING/CONSULTING FEES	3,000.00	3,000.00	1,884.00	0.00	1,116.00	62.80
101-100.000-883.000	CITY BEAUTIFICATION	2,000.00	2,000.00	1,237.50	0.00	762.50	61.88
101-100.000-900.000	PRINTING/PUBLICATION COSTS	10,000.00	10,000.00	6,294.21	1,897.24	3,705.79	62.94
101-100.000-901.000	POSTAGE FEES	6,000.00	6,000.00	1,070.24	594.62	4,929.76	17.84
Total Dept 100.000 - GOVERNMENT SERVICES		449,211.00	449,211.00	263,499.01	79,627.29	185,711.99	58.66
Dept 101.000 - ADMINISTRATION							
101-101.000-701.000	SALARIES FULL-TIME	322,395.00	322,395.00	133,682.85	15,103.02	188,712.15	41.47
101-101.000-702.000	SALARIES PART-TIME	4,000.00	4,000.00	2,355.00	0.00	1,645.00	58.88
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	118,879.00	118,879.00	51,710.58	5,045.18	67,168.42	43.50
101-101.000-717.000	CODE ENFORCEMENT LEGAL	20,000.00	20,000.00	4,615.00	975.00	15,385.00	23.08
101-101.000-718.000	ELECTIONS	12,000.00	12,000.00	13,792.34	329.08	(1,792.34)	114.94
101-101.000-721.000	DATA PROCESING & ASSESSMENTS	35,000.00	35,000.00	32,364.39	0.00	2,635.61	92.47
101-101.000-722.000	LEGAL SERVICES	60,000.00	60,000.00	21,827.90	5,387.50	38,172.10	36.38
101-101.000-723.000	BOARD OF REVIEW	550.00	550.00	0.00	0.00	550.00	0.00
Total Dept 101.000 - ADMINISTRATION		572,824.00	572,824.00	260,348.06	26,839.78	312,475.94	45.45
Dept 201.000 - BUILDING & GROUNDS							
101-201.000-702.000	SALARIES PART-TIME	31,000.00	31,000.00	14,330.70	2,400.00	16,669.30	46.23
101-201.000-920.000	UTILITIES	40,000.00	40,000.00	20,550.74	3,690.72	19,449.26	51.38
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	28,000.00	28,000.00	13,061.91	2,765.16	14,938.09	46.65
101-201.000-930.001	BUILDING - GRANTS	7,928.00	7,928.00	7,927.65	0.00	0.35	100.00
101-201.000-936.000	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	9.82	0.00	2,490.18	0.39
101-201.000-938.000	PARKING LOT & GROUNDS	5,500.00	5,500.00	1,491.34	600.00	4,008.66	27.12
Total Dept 201.000 - BUILDING & GROUNDS		114,928.00	114,928.00	57,372.16	9,455.88	57,555.84	49.92
Dept 301.000 - PUBLIC SAFETY							
101-301.000-701.000	SALARIES FULL-TIME	621,363.00	621,363.00	247,501.40	23,929.39	373,861.60	39.83
101-301.000-702.000	SALARIES PART-TIME	146,290.00	146,290.00	50,522.99	3,636.66	95,767.01	34.54
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	378,232.00	378,232.00	170,896.89	23,409.98	207,335.11	45.18
101-301.000-704.000	SALARIES-OVERTIME	75,000.00	75,000.00	28,181.23	1,870.67	46,818.77	37.57
101-301.000-708.000	PROPERTY & LIABILITY INSURANC	24,000.00	24,000.00	24,000.00	0.00	0.00	100.00
101-301.000-710.000	UNEMPLOYMENT INSURANCE	700.00	700.00	113.03	0.00	586.97	16.15
101-301.000-712.000	WORKER'S COMP INSURANCE	11,500.00	11,500.00	0.00	0.00	11,500.00	0.00
101-301.000-726.000	OFFICE SUPPLIES	5,000.00	5,000.00	1,334.30	121.84	3,665.70	26.69
101-301.000-727.000	ROAD SUPPLIES	2,000.00	2,000.00	22.12	5.30	1,977.88	1.11
101-301.000-728.000	EVIDENCE SUPPLIES	1,500.00	1,500.00	218.90	0.00	1,281.10	14.59
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	5,000.00	5,000.00	441.19	153.28	4,558.81	8.82
101-301.000-731.000	PUBLICATIONS/DOCUMENT REDUCIN	1,000.00	1,000.00	319.95	0.00	680.05	32.00
101-301.000-803.000	MEMBERSHIPS & MEETINGS	3,500.00	3,500.00	1,235.00	260.00	2,265.00	35.29
101-301.000-821.000	POLICE RESERVES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-301.000-822.000	TRAINING	14,000.00	14,000.00	4,752.91	1,229.34	9,247.09	33.95
101-301.000-823.000	FIREARMS TRAINING	4,500.00	4,500.00	21.18	21.18	4,478.82	0.47
101-301.000-824.000	CRIME PREVENTION	3,000.00	3,000.00	431.77	0.00	2,568.23	14.39
101-301.000-825.000	ANIMAL CONTROL	1,000.00	1,000.00	821.00	161.00	179.00	82.10
101-301.000-826.000	YOUTH & DRUG PROGRAMS	750.00	750.00	999.33	0.00	(249.33)	133.24
101-301.000-828.000	FIRE SERVICE/DISPATCH CONTRACT	676,101.00	676,101.00	301,182.50	0.00	374,918.50	44.55

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PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2018 NORM (ABNORM)	MONTH 12/31/18 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-301.000-829.000	POLICE UNIFORMS & CLEANING	10,000.00	10,000.00	2,963.70	79.99	7,036.30	29.64
101-301.000-836.000	PRISONER LOCKUP	5,000.00	5,000.00	2,000.00	0.00	3,000.00	40.00
101-301.000-850.000	TELEPHONE EXPENDITURES	10,000.00	10,000.00	4,166.60	696.46	5,833.40	41.67
101-301.000-851.000	RADIO COMMUNICATIONS	16,200.00	16,200.00	2,987.73	0.00	13,212.27	18.44
101-301.000-860.000	VEHICLE EXPENSE	40,000.00	40,000.00	17,060.28	4,038.61	22,939.72	42.65
Total Dept 301.000 - PUBLIC SAFETY		2,056,636.00	2,056,636.00	862,174.00	59,613.70	1,194,462.00	41.92
Dept 401.000 - PUBLIC SERVICE							
101-401.000-703.000	EMPLOYEE TAXES & BENEFITS	500.00	500.00	580.40	0.00	(80.40)	116.08
101-401.000-890.000	PARK MAINTENANCE	5,000.00	5,000.00	60.00	0.00	4,940.00	1.20
101-401.000-892.000	SIDEWALK MAINTENANCE	2,500.00	2,500.00	113.60	0.00	2,386.40	4.54
101-401.000-920.000	UTILITIES	21,000.00	21,000.00	7,249.57	2,252.79	13,750.43	34.52
101-401.000-921.000	CONTRACTUAL SERVICES	102,336.00	102,336.00	51,183.30	8,530.55	51,152.70	50.01
101-401.000-936.000	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	540.74	0.00	1,959.26	21.63
Total Dept 401.000 - PUBLIC SERVICE		133,836.00	133,836.00	59,727.61	10,783.34	74,108.39	44.63
Dept 501.000 - LEAF COLLECTION							
101-501.000-978.000	REFUSE EQUIP/ROLLOFF EXPEND	11,000.00	11,000.00	2,256.45	142.29	8,743.55	20.51
Total Dept 501.000 - LEAF COLLECTION		11,000.00	11,000.00	2,256.45	142.29	8,743.55	20.51
Dept 502.000							
101-502.000-801.001	SOCRRA	350,000.00	350,000.00	149,016.58	27,192.00	200,983.42	42.58
Total Dept 502.000		350,000.00	350,000.00	149,016.58	27,192.00	200,983.42	42.58
Dept 601.000 - RECREATION							
101-601.000-701.000	SALARIES FULL-TIME	30,900.00	30,900.00	12,500.00	0.00	18,400.00	40.45
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	9,916.00	9,916.00	3,860.56	319.84	6,055.44	38.93
101-601.000-712.000	WORKER'S COMP INSURANCE	500.00	500.00	0.00	0.00	500.00	0.00
101-601.000-726.000	OFFICE SUPPLIES	500.00	500.00	229.00	0.00	271.00	45.80
101-601.000-806.000	OTHER RECREATION PROGRAMS	35,000.00	35,000.00	179.40	179.40	34,820.60	0.51
101-601.000-807.000	BUS TRANSPORTATION	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-601.000-811.000	SENIOR ACTIVITIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-601.000-812.000	COMMUNITY EVENTS	20,000.00	20,000.00	14,872.07	578.95	5,127.93	74.36
101-601.000-817.000	FITNESS CENTER EXP	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-601.000-841.000	SPECIAL PROG/SPORTING EVENTS	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00
101-601.000-884.000	CONCERTS IN THE PARK	13,000.00	13,000.00	5,550.00	0.00	7,450.00	42.69
Total Dept 601.000 - RECREATION		121,816.00	121,816.00	37,191.03	1,078.19	84,624.97	30.53
Dept 811.000							
101-811.000-970.000	CAPITAL EXPENDITURE	94,100.00	94,100.00	4,794.56	0.00	89,305.44	5.10
101-811.000-999.203	TRANSFER OUT TO LOCAL ROADS	145,420.00	145,420.00	0.00	0.00	145,420.00	0.00
Total Dept 811.000		239,520.00	239,520.00	4,794.56	0.00	234,725.44	2.00

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PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL	AMENDED	12/31/2018	MONTH 12/31/18	BALANCE	
		BUDGET	BUDGET	NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	USED
Fund 101 - GENERAL FUND							
Expenditures							
	TOTAL EXPENDITURES	4,049,771.00	4,049,771.00	1,696,379.46	214,732.47	2,353,391.54	41.89
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Fund 101 - GENERAL FUND:							
	TOTAL REVENUES	4,052,322.00	4,052,322.00	3,094,459.89	46,288.81	957,862.11	76.36
	TOTAL EXPENDITURES	4,049,771.00	4,049,771.00	1,696,379.46	214,732.47	2,353,391.54	41.89
	NET OF REVENUES & EXPENDITURES	2,551.00	2,551.00	1,398,080.43	(168,443.66)	(1,395,529.43)	4,805.19

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GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE 12/31/2018 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/18 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2018-19 AMENDED BUDGET			BALANCE NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 202 - MAJOR ROAD FUND								
Revenues								
Dept 702.000								
202-702.000-574.000	STATE SHARED REVENUES	312,814.00	312,814.00	108,249.97	29,377.17	204,564.03		34.61
202-702.000-665.000	INVESTMENT INTEREST	400.00	400.00	0.00	0.00	400.00		0.00
Total Dept 702.000		313,214.00	313,214.00	108,249.97	29,377.17	204,964.03		34.56
TOTAL REVENUES		313,214.00	313,214.00	108,249.97	29,377.17	204,964.03		34.56
Expenditures								
Dept 702.000								
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	4,005.00	4,005.00	515.36	53.30	3,489.64		12.87
202-702.000-705.000	SALARIES-ADMIN	5,250.00	5,250.00	2,406.25	218.75	2,843.75		45.83
202-702.000-810.000	AUDITING & ACCOUNTING	5,253.00	5,253.00	5,253.00	0.00	0.00		100.00
202-702.000-856.000	ADMINISTRATION & ENGINEERING	5,000.00	5,000.00	0.00	0.00	5,000.00		0.00
202-702.000-861.000	ROAD MAINTENANCE	5,000.00	5,000.00	1,465.82	192.63	3,534.18		29.32
202-702.000-862.000	ROADSIDE MAINTENANCE	5,000.00	5,000.00	4,122.00	0.00	878.00		82.44
202-702.000-864.000	TRAFFIC CONTROLS	25,000.00	25,000.00	2,463.42	319.03	22,536.58		9.85
202-702.000-866.000	SNOW & ICE REMOVAL	5,500.00	5,500.00	1,226.60	1,226.60	4,273.40		22.30
202-702.000-867.000	EQUIPMENT RENTAL	5,000.00	5,000.00	0.00	0.00	5,000.00		0.00
202-702.000-870.000	FORESTRY	30,000.00	30,000.00	12,551.38	493.00	17,448.62		41.84
202-702.000-921.000	CONTRACTUAL SERVICES	52,853.00	52,853.00	26,424.66	4,404.11	26,428.34		50.00
202-702.000-999.203	TRANSFER OUT TO LOCAL ROADS	67,056.00	67,056.00	0.00	0.00	67,056.00		0.00
Total Dept 702.000		214,917.00	214,917.00	56,428.49	6,907.42	158,488.51		26.26
TOTAL EXPENDITURES		214,917.00	214,917.00	56,428.49	6,907.42	158,488.51		26.26
Fund 202 - MAJOR ROAD FUND:								
TOTAL REVENUES		313,214.00	313,214.00	108,249.97	29,377.17	204,964.03		34.56
TOTAL EXPENDITURES		214,917.00	214,917.00	56,428.49	6,907.42	158,488.51		26.26
NET OF REVENUES & EXPENDITURES		98,297.00	98,297.00	51,821.48	22,469.75	46,475.52		52.72

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PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2018 NORM (ABNORM)	MONTH 12/31/18 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 203 - LOCAL ROAD FUND							
Revenues							
Dept 703.000							
203-703.000-574.000	STATE SHARED REVENUES	104,271.00	104,271.00	50,653.06	13,746.29	53,617.94	48.58
203-703.000-665.000	INVESTMENT INTEREST	300.00	300.00	0.00	0.00	300.00	0.00
203-703.000-690.101	TRANSFER IN FROM GENERAL FUND	145,420.00	145,420.00	0.00	0.00	145,420.00	0.00
203-703.000-690.202	TRANSFER IN FROM MAJOR ROADS	67,056.00	67,056.00	0.00	0.00	67,056.00	0.00
Total Dept 703.000		317,047.00	317,047.00	50,653.06	13,746.29	266,393.94	15.98
TOTAL REVENUES		317,047.00	317,047.00	50,653.06	13,746.29	266,393.94	15.98
Expenditures							
Dept 703.000							
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	4,274.00	4,274.00	515.36	53.30	3,758.64	12.06
203-703.000-705.000	SALARIES-ADMIN	5,250.00	5,250.00	2,406.25	218.75	2,843.75	45.83
203-703.000-810.000	AUDITING & ACCOUNTING	3,121.00	3,121.00	3,121.00	0.00	0.00	100.00
203-703.000-852.000	PUBLIC SERVICE BUILDING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
203-703.000-861.000	ROAD MAINTENANCE	318,737.00	318,737.00	294,916.37	7,957.62	23,820.63	92.53
203-703.000-862.000	ROADSIDE MAINTENANCE	0.00	0.00	268.32	0.00	(268.32)	100.00
203-703.000-864.000	TRAFFIC CONTROLS	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
203-703.000-866.000	SNOW & ICE REMOVAL	5,000.00	5,000.00	1,226.59	1,226.59	3,773.41	24.53
203-703.000-867.000	EQUIPMENT RENTAL	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
203-703.000-868.000	NON-MOTOR FACILITIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
203-703.000-870.000	FORESTRY	30,000.00	30,000.00	12,551.37	493.00	17,448.63	41.84
203-703.000-921.000	CONTRACTUAL SERVICES	52,853.00	52,853.00	26,424.66	4,404.11	26,428.34	50.00
203-703.000-970.000	CAPITAL EXPENDITURE	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00
Total Dept 703.000		518,235.00	518,235.00	341,429.92	14,353.37	176,805.08	65.88
TOTAL EXPENDITURES		518,235.00	518,235.00	341,429.92	14,353.37	176,805.08	65.88
Fund 203 - LOCAL ROAD FUND:							
TOTAL REVENUES		317,047.00	317,047.00	50,653.06	13,746.29	266,393.94	15.98
TOTAL EXPENDITURES		518,235.00	518,235.00	341,429.92	14,353.37	176,805.08	65.88
NET OF REVENUES & EXPENDITURES		(201,188.00)	(201,188.00)	(290,776.86)	(607.08)	89,588.86	144.53

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PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE 12/31/2018 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/18 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2018-19 AMENDED BUDGET			BALANCE NORM	(ABNORM)	
Fund 258 - CAPITAL ACQUISITION FUND								
Revenues								
Dept 000.000								
258-000.000-446.000	INVESTMENT INTEREST	400.00	400.00	422.08	0.00	(22.08)	105.52	
258-000.000-690.101	TRANSFER IN FROM GENERAL FUND	94,100.00	94,100.00	0.00	0.00	94,100.00	0.00	
Total Dept 000.000		94,500.00	94,500.00	422.08	0.00	94,077.92	0.45	
TOTAL REVENUES		94,500.00	94,500.00	422.08	0.00	94,077.92	0.45	
Expenditures								
Dept 000.000								
258-000.000-970.000	CAPITAL EXPENDITURE	94,100.00	94,100.00	52,136.21	0.00	41,963.79	55.41	
Total Dept 000.000		94,100.00	94,100.00	52,136.21	0.00	41,963.79	55.41	
TOTAL EXPENDITURES		94,100.00	94,100.00	52,136.21	0.00	41,963.79	55.41	
Fund 258 - CAPITAL ACQUISITION FUND:								
TOTAL REVENUES		94,500.00	94,500.00	422.08	0.00	94,077.92	0.45	
TOTAL EXPENDITURES		94,100.00	94,100.00	52,136.21	0.00	41,963.79	55.41	
NET OF REVENUES & EXPENDITURES		400.00	400.00	(51,714.13)	0.00	52,114.13	2,928.53	

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PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE 12/31/2018 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/18 INCR (DECR)	AVAILABLE		% BGD USED
		ORIGINAL BUDGET	2018-19 AMENDED BUDGET			BALANCE NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY								
Revenues								
Dept 000.000								
494-000.000-407.000	TIFA-CAPTURE TAXES	80,000.00	80,000.00	16,977.30	0.00	63,022.70		21.22
494-000.000-410.000	TAX COLLECTED OTHER	40,000.00	40,000.00	19,181.67	0.00	20,818.33		47.95
494-000.000-410.002	SPEC ASSESSEMENT - REVENUE	1,800.00	1,800.00	0.00	0.00	1,800.00		0.00
494-000.000-415.000	MISCELLANEOUS REVENUE	0.00	0.00	4,927.34	0.00	(4,927.34)		100.00
494-000.000-446.000	INVESTMENT INTEREST	8,500.00	8,500.00	3,620.75	0.00	4,879.25		42.60
494-000.000-614.000	FARMERS MARKET	1,910.00	1,910.00	0.00	0.00	1,910.00		0.00
494-000.000-615.000	MAIN STREET REVENUES	1,100.00	1,100.00	0.00	0.00	1,100.00		0.00
Total Dept 000.000		133,310.00	133,310.00	44,707.06	0.00	88,602.94		33.54
TOTAL REVENUES		133,310.00	133,310.00	44,707.06	0.00	88,602.94		33.54
Expenditures								
Dept 000.000								
494-000.000-701.000	SALARIES FULL-TIME	55,469.00	55,469.00	18,776.51	559.30	36,692.49		33.85
494-000.000-702.000	SALARIES PART-TIME	9,250.00	9,250.00	0.00	0.00	9,250.00		0.00
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	22,000.00	22,000.00	5,495.55	137.85	16,504.45		24.98
494-000.000-722.000	LEGAL SERVICES	900.00	900.00	0.00	0.00	900.00		0.00
494-000.000-726.000	OFFICE SUPPLIES	200.00	200.00	0.00	0.00	200.00		0.00
494-000.000-802.000	TAX TRIBUNAL RETURNS	2,000.00	2,000.00	0.00	0.00	2,000.00		0.00
494-000.000-810.000	AUDITING & ACCOUNTING	800.00	800.00	800.00	0.00	0.00		100.00
494-000.000-822.000	TRAINING/MEMBERSHIP	2,000.00	2,000.00	321.48	0.00	1,678.52		16.07
494-000.000-844.000	MAIN STREET PROGRAM	7,600.00	7,600.00	450.00	0.00	7,150.00		5.92
494-000.000-845.000	STREETSCAPING	3,000.00	3,000.00	750.00	430.00	2,250.00		25.00
494-000.000-882.000	PLANNING/CONSULTING FEES	16,000.00	16,000.00	9,983.64	2,175.00	6,016.36		62.40
494-000.000-887.000	FARMERS MARKET	19,270.00	19,270.00	8,728.41	0.00	10,541.59		45.30
494-000.000-900.000	PRINTING/PUBLICATION COSTS	2,000.00	2,000.00	971.00	0.00	1,029.00		48.55
494-000.000-901.000	POSTAGE FEES	300.00	300.00	0.00	0.00	300.00		0.00
494-000.000-933.000	REPAIRS & MAINTENANCE	8,100.00	8,100.00	8,987.49	1,797.88	(887.49)		110.96
494-000.000-955.000	MISCELLANEOUS EXPENDITURES	1,300.00	1,300.00	0.00	0.00	1,300.00		0.00
494-000.000-970.000	CAPITAL EXPENDITURE	3,000.00	3,000.00	0.00	0.00	3,000.00		0.00
494-000.000-971.000	SIGN GRANT PROGRAM	10,000.00	10,000.00	0.00	0.00	10,000.00		0.00
494-000.000-971.001	FACADE GRANT PROGRAM	20,000.00	20,000.00	0.00	0.00	20,000.00		0.00
Total Dept 000.000		183,189.00	183,189.00	55,264.08	5,100.03	127,924.92		30.17
TOTAL EXPENDITURES		183,189.00	183,189.00	55,264.08	5,100.03	127,924.92		30.17
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY:								
TOTAL REVENUES		133,310.00	133,310.00	44,707.06	0.00	88,602.94		33.54
TOTAL EXPENDITURES		183,189.00	183,189.00	55,264.08	5,100.03	127,924.92		30.17
NET OF REVENUES & EXPENDITURES		(49,879.00)	(49,879.00)	(10,557.02)	(5,100.03)	(39,321.98)		21.17

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PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/18 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 592 - WATER & SEWER FUND							
Revenues							
Dept 536.000 - WATER DEPARTMENT							
592-536.000-415.000	MISCELLANEOUS REVENUES	40,000.00	40,000.00	10,694.00	1,783.00	29,306.00	26.74
592-536.000-640.000	WATER SERVICE	571,221.00	571,221.00	334,860.42	42,608.86	236,360.58	58.62
592-536.000-641.000	WATER & SEWER PENALTIES	25,000.00	25,000.00	1,059.35	204.53	23,940.65	4.24
592-536.000-642.000	METER CHARGE REVENUE	70,556.00	70,556.00	34,478.78	5,745.84	36,077.22	48.87
592-536.000-643.000	REPLACEMENT RESERVE REVENUE	150,456.00	150,456.00	0.00	0.00	150,456.00	0.00
592-536.000-665.000	INVESTMENT INTEREST	3,000.00	3,000.00	1,408.53	0.00	1,591.47	46.95
Total Dept 536.000 - WATER DEPARTMENT		860,233.00	860,233.00	382,501.08	50,342.23	477,731.92	44.46
Dept 537.000 - SEWER DEPARTMENT							
592-537.000-641.000	WATER & SEWER PENALTIES	43,000.00	43,000.00	37,991.42	5,331.56	5,008.58	88.35
592-537.000-645.000	SEWAGE DISPOSAL REVENUE	1,497,234.00	1,497,234.00	696,242.63	88,426.76	800,991.37	46.50
592-537.000-651.000	INDUSTRIAL SURCHARGE	43,000.00	43,000.00	15,267.16	2,547.46	27,732.84	35.51
592-537.000-665.000	INVESTMENT INTEREST	1,700.00	1,700.00	1,408.53	0.00	291.47	82.85
Total Dept 537.000 - SEWER DEPARTMENT		1,584,934.00	1,584,934.00	750,909.74	96,305.78	834,024.26	47.38
TOTAL REVENUES		2,445,167.00	2,445,167.00	1,133,410.82	146,648.01	1,311,756.18	46.35
Expenditures							
Dept 536.000 - WATER DEPARTMENT							
592-536.000-701.000	SALARIES FULL-TIME	17,888.00	17,888.00	7,940.60	820.31	9,947.40	44.39
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	68,414.00	68,414.00	41,721.34	5,493.25	26,692.66	60.98
592-536.000-706.000	OPEB EXPENSE	7,654.00	7,654.00	0.00	0.00	7,654.00	0.00
592-536.000-708.000	PROPERTY & LIABILITY INSURANC	6,989.00	6,989.00	6,989.00	0.00	0.00	100.00
592-536.000-810.000	AUDITING & ACCOUNTING	3,756.00	3,756.00	4,881.00	0.00	(1,125.00)	129.95
592-536.000-875.000	PENSION EXPENSE	1,626.00	1,626.00	(22,117.00)	0.00	23,743.00	1,360.21
592-536.000-902.000	BILLING SERVICES	20,000.00	20,000.00	5,348.94	653.21	14,651.06	26.74
592-536.000-921.000	CONTRACTUAL SERVICES	59,397.00	59,397.00	29,692.98	4,948.83	29,704.02	49.99
592-536.000-935.000	EQUIPMENT REPLACEMENT	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
592-536.000-937.000	WATER SYSTEM MAINTENANCE	80,000.00	80,000.00	44,775.05	21,435.19	35,224.95	55.97
592-536.000-940.000	RENT & UTILITIES WATER & SEWE	4,917.00	4,917.00	0.00	0.00	4,917.00	0.00
592-536.000-944.000	WATER PURCHASES	325,600.00	325,600.00	171,446.11	29,773.40	154,153.89	52.66
592-536.000-955.000	MISCELLANEOUS EXPENDITURES	3,100.00	3,100.00	0.00	0.00	3,100.00	0.00
592-536.000-970.000	CAPITAL EXPENDITURE	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
592-536.000-974.000	WATER MAIN PROJECT	500,000.00	500,000.00	130,453.29	107,324.89	369,546.71	26.09
Total Dept 536.000 - WATER DEPARTMENT		1,124,341.00	1,124,341.00	421,131.31	170,449.08	703,209.69	37.46
Dept 537.000 - SEWER DEPARTMENT							
592-537.000-701.000	SALARIES FULL-TIME	17,888.00	17,888.00	9,581.22	820.31	8,306.78	53.56
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	14,451.00	14,451.00	4,348.47	232.91	10,102.53	30.09
592-537.000-708.000	PROPERTY & LIABILITY INSURANC	7,500.00	7,500.00	7,500.00	0.00	0.00	100.00
592-537.000-720.000	INTEREST EXPENSE	40,466.00	40,466.00	19,253.03	0.00	21,212.97	47.58
592-537.000-725.000	PAYING AGENT FEES	750.00	750.00	750.00	0.00	0.00	100.00
592-537.000-810.000	AUDITING & ACCOUNTING	3,756.00	3,756.00	4,881.00	0.00	(1,125.00)	129.95
592-537.000-921.000	CONTRACTUAL SERVICES	59,397.00	59,397.00	29,692.98	4,948.83	29,704.02	49.99
592-537.000-939.000	SEWER SYTEM MAINTENANCE	118,000.00	118,000.00	2,041.97	1,864.02	115,958.03	1.73
592-537.000-940.000	RENT & UTILITIES WATER & SEWE	500.00	500.00	0.00	0.00	500.00	0.00
592-537.000-942.000	SEWAGE DISPOSAL EXPENSE	952,800.00	952,800.00	394,203.30	78,840.66	558,596.70	41.37
592-537.000-945.000	RETENTION TANK-UTIL ELEC	18,729.00	18,729.00	2,570.16	1,035.07	16,158.84	13.72
592-537.000-946.000	RETENTION TANK UTIL-WATER	5,000.00	5,000.00	344.20	0.00	4,655.80	6.88

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PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE 12/31/2018 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/18 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2018-19 AMENDED BUDGET			BALANCE NORM (ABNORM)		
Fund 592 - WATER & SEWER FUND								
Expenditures								
592-537.000-947.000	RETENTION TANK UTIL-GAS	300.00	300.00	77.01	14.13	222.99		25.67
592-537.000-948.000	RETENTION TANK UTIL-TELEPHONE	1,700.00	1,700.00	1,322.76	255.41	377.24		77.81
592-537.000-949.000	RETENTION TAN GENERATOR FUEL	500.00	500.00	0.00	0.00	500.00		0.00
592-537.000-950.000	RETENTION TANK SUPPLIES/TOOLS	1,400.00	1,400.00	0.00	0.00	1,400.00		0.00
592-537.000-951.000	RETENTION TANK BUILDING/EQUIP	15,000.00	15,000.00	1,624.30	0.00	13,375.70		10.83
592-537.000-953.000	RETENTION TANK EXCESS LIABIL	8,700.00	8,700.00	8,700.00	0.00	0.00		100.00
592-537.000-955.000	MISCELLANEOUS EXPENDITURES	1,200.00	1,200.00	0.00	0.00	1,200.00		0.00
592-537.000-957.000	INDUSTRIAL SURCHARGE/NON-RESI	32,600.00	32,600.00	5,627.24	1,406.81	26,972.76		17.26
592-537.000-970.000	CAPITAL EXPENDITURE	142,000.00	142,000.00	23,259.49	0.00	118,740.51		16.38
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	20,000.00	20,000.00	7,268.17	1,310.65	12,731.83		36.34
Total Dept 537.000 - SEWER DEPARTMENT		1,462,637.00	1,462,637.00	523,045.30	90,728.80	939,591.70		35.76
TOTAL EXPENDITURES		2,586,978.00	2,586,978.00	944,176.61	261,177.88	1,642,801.39		36.50
Fund 592 - WATER & SEWER FUND:								
TOTAL REVENUES		2,445,167.00	2,445,167.00	1,133,410.82	146,648.01	1,311,756.18		46.35
TOTAL EXPENDITURES		2,586,978.00	2,586,978.00	944,176.61	261,177.88	1,642,801.39		36.50
NET OF REVENUES & EXPENDITURES		(141,811.00)	(141,811.00)	189,234.21	(114,529.87)	(331,045.21)		133.44

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PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2018 NORM (ABNORM)	MONTH 12/31/18 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 901 - GENERAL FIXED ASSETS GROUP							
Expenditures							
Dept 101.000 - ADMINISTRATION							
901-101.000-875.000	PENSION EXPENSE	0.00	0.00	(59,770.00)	0.00	59,770.00	100.00
Total Dept 101.000 - ADMINISTRATION		0.00	0.00	(59,770.00)	0.00	59,770.00	100.00
Dept 301.000 - PUBLIC SAFETY							
901-301.000-875.000	PENSION EXPENSE	0.00	0.00	(100,896.00)	0.00	100,896.00	100.00
Total Dept 301.000 - PUBLIC SAFETY		0.00	0.00	(100,896.00)	0.00	100,896.00	100.00
TOTAL EXPENDITURES		0.00	0.00	(160,666.00)	0.00	160,666.00	100.00
Fund 901 - GENERAL FIXED ASSETS GROUP:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	(160,666.00)	0.00	160,666.00	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	160,666.00	0.00	(160,666.00)	100.00
TOTAL REVENUES - ALL FUNDS		7,355,560.00	7,355,560.00	4,431,902.88	236,060.28	2,923,657.12	60.25
TOTAL EXPENDITURES - ALL FUNDS		7,647,190.00	7,647,190.00	2,985,148.77	502,271.17	4,662,041.23	39.04
NET OF REVENUES & EXPENDITURES		(291,630.00)	(291,630.00)	1,446,754.11	(266,210.89)	(1,738,384.11)	496.09

**CITY OF LATHRUP VILLAGE
DEPARTMENT REPORTS**

December 2018 Police Summaries

12/1 -18-10512 Suspicious Circumstances

Officers were dispatched to a local business for a found child. According to the reporting party the child was walking alone near a busy street. Officers returned the child home to her parents, a report was taken, and CPS was notified.

12/3 18-10566 Auto Theft

An officer was dispatched to a residence in the city to take an auto theft report. The reporting party called to report his motorcycle being taken without his permission from his driveway. The RP stated he had the only set of keys for the motorcycle, so he doesn't understand how the motorcycle was removed. The incident is under investigation.

12/3 18-10566 Fraud

The reporting party came into LVPD to report a number of unauthorized transactions on her bank account. The reporting party contacted her financial institution to report the fraudulent activity. Report was taken and she was advised.

12/4 18-10577 Drove While Unlicensed

Officers conducted a traffic stop and discovered the driver did not have a valid license. The driver was cited for driving while unlicensed and the vehicle was impounded by Quality Towing.

12/6 18-10655 Retail Fraud

Officers were dispatched to a retail fraud in progress at a local business. The suspects were gone prior to officers' arrival, the incident is under investigation.

12/8 18-10719 Sudden Death

An officer was dispatched to assist Southfield Fire Department on a non-responsive subject. Upon the officer's arrival on scene, the subject was unable to be revived and was pronounced dead on the scene. The officer observed no signs of foul play and Medical examiner's office released the body to the family.

12/10 18-10759 Felony Warrant Arrest

An officer was dispatched to meet the Detroit Police Department for a warrant pick up. Once in custody the subject's identity was verified and found not to be the individual wanted in the warrant. Subject was released.

12/11 18-10812 Identity Theft

The reporting party came into LVPD to make a fraud report. The reporting party stated someone obtained a credit card using her name and address. A report was taken and she was advised.

12/11 18-10827 Retail Fraud

Officers were dispatched to a retail fraud that occurred at a local business. The suspects were gone prior to officers' arrival, and the incident is under investigation.

12/11 18-10829 Misdemeanor Warrant Arrest

An Officer was dispatched to meet Michigan State Police to pick up a subject on a valid warrant out of Lathrup Village. The subject was arrested and processed at Berkley Police Department. Subject was turned over to Southfield Police Department on another valid warrant.

12/12 18-10831 DWLS

Officers conducted a traffic stop and discovered the driver was driving on a suspended license. The driver was cited, advised to park the vehicle and call for a ride.

12/12 18-10838 Civil Matter

The reporting party came into LVPD to report a theft that occurred in an office building he owns. The reporting party stated a former tenant still owes him two months of back rent and the hot water tank is missing from the office space. An Officer spoke to the former tenant who stated he purchased the unit and he took it with him upon vacating the office space.

12/12 18-10844 Animal Bite

The reporting party came into LVPD to report his families' dog bit someone in his home earlier in the month. The reporting party was cited for this incident, and his dog is under quarantine until the investigation is completed.

12/15 18-10911 DWLS

Officers conducted a traffic stop and discovered the driver was driving on a suspended license. The driver was cited for driving while suspended. The vehicle was impounded by Quality Towing.

12/17 18-10991 Misdemeanor Warrant Arrest

An officer was dispatched to the Detroit Detention Center to pick up a subject on valid warrant out of LVPD. Subject was placed under arrest and transported to Berkley for processing.

12/18 – 18-11006: OUIL

Officers conducted a traffic stop and made contact with the driver. Through an investigation, it was determined that the driver was operating while under the influence of alcohol. The driver was arrested and transported to the hospital due to her physical condition. The subject was released and an arrest warrant will be sought in this matter. The vehicle was impounded.

12/18 – 18-11032: Larceny from Motor Vehicle

Victim contacted police to report that an unknown suspect had stolen her catalytic converter from her vehicle sometime overnight. A report was taken and evidence was collected. This case is currently being investigated.

12/19 – 18-11043: Suspicious Circumstances

A representative from a banking institution came into the station to file a fraud report. The reporting party stated that the suspect had cashed insufficient funds check at their bank. Suspect information was collected and the report was turned over to the prosecutor for review.

12/19 – 18-11044: Suspicious Circumstances

A representative from a banking institution came into the station to file a fraud report. A report was taken and suspect information was collected. The report was sent to the prosecutor's office for review.

12/19 – 18-11060: Welfare Check

Officers were informed of a possible child abuse report at a residence within the city. Officers went to the residence and spoke to all parties involved. It was determined that the children were safe and well taken care of. Officers were provided with a CPS incident number and informed that they are heading up the investigation.

12/20 – 18-11082: Traffic Complaint

Officers conducted a traffic stop and discovered the driver to be driving with a suspended driver's license. The driver was issued several citations and the vehicle was impounded.

12/21 – 18-11103: Suspicious Circumstances

A resident came into the station to report minor damage to his garage door. No video was available of the incident and no suspect information was available at this time.

12/21 – 18-11105: Suspicious Circumstances

A resident came into the station to report minor damage to his garage door. This is the second reported incident that occurred overnight. No suspect information or video was available of this incident. An area check was conducted with negative results.

12/23 – 18-11141: Family Trouble

Officers responded to a residence on a possible domestic. It was determined that the incident was all verbal and no crime occurred. The two parties were separated for the night.

12/25 – 18-11183: Mental Health Call

Officers responded to a residence on a family trouble. It was determined that the female was making homicidal/suicidal statements and had been drinking. The female was placed in protective custody and was transported to the hospital for a mental health evaluation.

12/26 – 18-11184: Mental Health Call

Officers responded to a residence on a family trouble. It was determined that the male was making suicidal and homicidal statements. The male was placed into protective custody and was transported to the hospital for a mental health evaluation.

12/26 – 18-11188: Animals at Large

While on patrol, Officers found a lost dog that had no identification tags or computer chip. The owner was unable to be located so the dog was transported to the Oakland County Animal Shelter.

12/27 – 18-11215: Traffic Complaint

Officers responded to a traffic complaint. Upon arrival Officers found an unoccupied vehicle that appeared to have been involved in a recent accident. The owner was unable to be located and the vehicle was impounded.

12/28 – 18-11232: Suspicious Circumstances

Reporting party contacted police to report that someone had stolen her vehicle while she was at work. Through an investigation, Officers were able to locate the vehicle in the city of Inkster. Inkster PD found the vehicle unoccupied and impounded it for safe keeping. No evidence of theft was discovered on the vehicle and the owner was notified. The vehicle was completely intact with no damage and the owner had the keys. The owner is unaware how the vehicle ended up in the City of Inkster.

12/29 – 18-11258: Traffic Complaint

Officers responded to a report of a traffic accident. Upon investigation it was determined that the vehicle was not registered and had improper plates on it. The vehicle was impounded and a crash report was taken.



HEADQUARTERS
 235 East Main Street
 Suite 105
 Northville, Michigan 48167

O 248.596.0920
 F 248.596.0930
 MCKA.COM

January 7, 2019

Invoice No: 21244 - 29

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

Project 21244 Lathrup Village Building Inspections

Invoice & Supporting Documentation for Inspection for Plan Review and Inspection Services Per Agreement (10/1/12).

Professional Services from December 1, 2018 to December 31, 2018

BUILDING INSPECTIONS PERFORMED

Permit Fee Revenue Collected by City for which the Contractor has provided Inspections, plan reviews and reinspections, including the fee for performing a business license and residential rental inspections and inspections associated with the same business permit (see attached Inspection Lists).

Contract Amount

Number of \$ Permit Fees	1,445.00
Fee Each	.75
Total Fee	1,083.75

Total Fee \$1,083.75

CODE ENFORCEMENT SERVICES

2012 Agreement - 50% Reduction December, January and February - \$470 x 50% = \$235/week.

2018 Agreement - Additional four (4) hours of code enforcement services - \$200/week.

Contract Amount

Number of Weeks	4.20
Fee Each	435.00
Total Fee	1,827.00

Total Fee \$1,827.00

BUILDING OFFICIAL RETAINER \$100/MONTH

Services as Building Official	100.00
Total	\$100.00

Invoice Total \$3,010.75

Outstanding Invoices

Number	Date	Balance
27	11/11/2018	9,673.55
Total		\$9,673.55

THANK YOU. PLEASE REMIT TO ABOVE ADDRESS.

VIA EMAIL: SMITCHELL@LATHRUPVILLAGE.ORG



Revenue Breakdown Report

01/02/2019

Filter: All Records, Transaction.DateToPostOn Between 12/1/2018 12:00:00 AM AND 12/31/2018 11:59:59 PM

Unit Totals		
Unit Name	Records	Revenue
TOTAL	27	2,985.00

Record Type Totals		
Unit:	Records	Revenue
Certificate	3	200.00
Name	4	600.00
Permit	20	2,185.00
UNIT TOTAL:	27	2,985.00

Record Type Breakdowns		
Unit:	Records	Revenue
Record Type: Certificate		
Business Licenses	2	190.00
Home Based Business	1	10.00
TOTAL:	3	200.00

Record Type: Name	Records	Revenue
	4	600.00
TOTAL:	4	600.00

Record Type: Permit	Records	Revenue
Building	5	710.00
Electrical	5	550.00
Mechanical	4	300.00
Plumbing	1	80.00
Shed	1	65.00
Sign	3	465.00
Temporary Sign	1	15.00
TOTAL:	20	2,185.00

Record Categories By Type			
Unit:	Type:	Records	Revenue
Certificate	Business Licenses	2	190.00
TOTAL:		2	190.00

Certificate	Type: Home Based Business	Records	Revenue
		1	10.00
TOTAL:		1	10.00

Name	Type:	Records	Revenue
		4	600.00
TOTAL:		4	600.00

Permit	Type: Building	Records	Revenue
Commercial, Add/Alter/Repair		1	140.00
Res. Add/Alter/Repair		4	570.00
TOTAL:		5	710.00

Permit	Type: Electrical	Records	Revenue
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HEADQUARTERS
 235 East Main Street
 Suite 105
 Northville, Michigan 48167

O 248.596.0920
 F 248.596.0930
 MCKA.COM

January 6, 2019

Invoice No: 21328 - 25

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

Project 21328 Lathrup Village Plumbing, Mechanical and Electrical Inspections

Invoice & Supporting Documentation for Professional Inspection for Plan Review and Inspection Services Per Agreement (3/18/13).

Permit Fee Revenue Collected by the City (see attached Permit List):

Professional Services from December 1, 2018 to December 31, 2018

PLUMBING, MECHANICAL AND ELECTRICAL PLAN REVIEWS

PLUMBING AND MECHANICAL REINSPECTIONS

MECHANICAL INSPECTIONS

Contract Amount

Number of Revenue \$	300.00
Fee Each	.65
Total Fee	195.00

Total Fee \$195.00

ELECTRICAL INSPECTIONS

Contract Amount

Number of Revenue \$	550.00
Fee Each	.65
Total Fee	357.50

Total Fee \$357.50

PLUMBING INSPECTIONS

Contract Amount

Number of Revenue \$	80.00
Fee Each	.65
Total Fee	52.00

Total Fee \$52.00

Invoice Total \$604.50

Outstanding Invoices

Number	Date	Balance
23	11/11/2018	2,559.70

Project	21328	Lathrup Village Plumbing & Mechanical In	Invoice	25
	24	12/6/2018	3,791.45	
	Total		\$6,351.15	

THANK YOU. PLEASE REMIT TO ABOVE ADDRESS.

VIA EMAIL: SMITCHELL@LATHRUPVILLAGE.ORG



01/02/2019

Filter: All Records, Transaction.DateToPostOn Between 12/1/2018 12:00:00 AM AND 12/31/2018 11:59:59 PM

Unit Totals		
Unit Name	Records	Revenue
	27	2,985.00
TOTAL	27	2,985.00

Record Type Totals		
Unit:	Records	Revenue
Certificate	3	200.00
Name	4	600.00
Permit	20	2,185.00
UNIT TOTAL:	27	2,985.00

Record Type Breakdowns		
Unit:	Records	Revenue
Record Type: Certificate		
Business Licenses	2	190.00
Home Based Business	1	10.00
TOTAL:	3	200.00

Record Type: Name	Records	Revenue
	4	600.00
TOTAL:	4	600.00

Record Type: Permit	Records	Revenue
Building	5	710.00
Electrical	5	550.00
Mechanical	4	300.00
Plumbing	1	80.00
Shed	1	65.00
Sign	3	465.00
Temporary Sign	1	15.00
TOTAL:	20	2,185.00

Record Categories By Type		
Unit:	Records	Revenue
Certificate Type: Business Licenses		
	2	190.00
TOTAL:	2	190.00

Certificate Type: Home Based Business		
Unit:	Records	Revenue
	1	10.00
TOTAL:	1	10.00

Name	Type:	Records	Revenue
		4	600.00
TOTAL:		4	600.00

Permit Type: Building			
Unit:	Type:	Records	Revenue
	Commercial, Add/Alter/Repair	1	140.00
	Res. Add/Alter/Repair	4	570.00
TOTAL:		5	710.00

Permit Type: Electrical			
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Revenue Breakdown Report

01/02/2019

Filter: All Records, Transaction.DateToPostOn Between 12/1/2018 12:00:00 AM AND 12/31/2018 11:59:59 PM

Commercial, Add/Alter/Repair	1	175.00
Electrical	4	375.00
TOTAL:	5	550.00

Permit	Type: Mechanical	
Mechanical	3	260.00
Res. Add/Alter/Repair	1	40.00
TOTAL:	4	300.00

Permit	Type: Plumbing	
Plumbing	1	80.00
TOTAL:	1	80.00

Permit	Type: Shed	
Shed	1	65.00
TOTAL:	1	65.00

Permit	Type: Sign	
Sign	3	465.00
TOTAL:	3	465.00

Permit	Type: Temporary Sign	
Temporary Sign	1	15.00
TOTAL:	1	15.00

Receipt Item Summary				Revenue
Rec. Type	Record Sub Type	Record Category	Fee Category-Description	Revenue
Certificate	Business License:		Inspection - Re-inspection fee	80.00
Certificate	Business License:		Standard Item - Business License	110.00
Certificate	Home Based Busine		HBO Registration/Renewal - Business Fees	10.00
TOTALS FOR: Certificate				200.00
Name			-	300.00
Name			Bond - Invoice for bond	300.00
TOTALS FOR: Name				600.00
Permit	Building	Commercial, Add/Alter/	Registration Fee - Builders Registration f	15.00
Permit	Building	Commercial, Add/Alter/	Review - Plan Review	75.00
Permit	Building	Commercial, Add/Alter/	Standard Item - Building Permit Applicatio	50.00
Permit	Building	Res. Add/Alter/Repair	Inspection - Inspection Fee	80.00
Permit	Building	Res. Add/Alter/Repair	Inspection - Re-Inspection Fee	80.00
Permit	Building	Res. Add/Alter/Repair	Registration Fee - Builders Registration f	15.00
Permit	Building	Res. Add/Alter/Repair	Standard Item - Building Permit Applicatio	100.00
Permit	Building	Res. Add/Alter/Repair	Standard Item - Resi & Comm \$1001 to \$10,0	295.00
Permit	Electrical	Commercial, Add/Alter/	Inspection - Inspection Fee	80.00
Permit	Electrical	Commercial, Add/Alter/	Registration Fee - Elec. Contractors	15.00
Permit	Electrical	Commercial, Add/Alter/	Standard Item - Gen Repairs/Investigations	40.00
Permit	Electrical	Commercial, Add/Alter/	Standard Item - Permit Fee	40.00
Permit	Electrical	Electrical	Inspection - Inspection Fee	160.00
Permit	Electrical	Electrical	Registration Fee - Elec. Contractors	45.00
Permit	Electrical	Electrical	Standard Item - A/C Resi. W/Circuit	25.00
Permit	Electrical	Electrical	Standard Item - App-Range/Dryer/W.H./Disp/	20.00
Permit	Electrical	Electrical	Standard Item - Furnace/Single Fam Resi.	30.00
Permit	Electrical	Electrical	Standard Item - Service	30.00
Permit	Electrical	Electrical	Standard Item - Signs-One Circuit	25.00
Permit	Electrical	Electrical	Standard Item - Stand By Generator Upto 30	40.00
Permit	Mechanical	Mechanical	Inspection - Inspection Fee	120.00
Permit	Mechanical	Mechanical	Registration Fee - Reg Fee For Contractors	30.00
Permit	Mechanical	Mechanical	Standard Item - A/C and Refrig 5HP or less	25.00



Revenue Breakdown Report

01/02/2019

Filter: All Records, Transaction.DateToPostOn Between 12/1/2018 12:00:00 AM AND 12/31/2018 11:59:59 PM

Permit	Mechanical	Mechanical	Standard Item - Gas Piping Openings	25.00
Permit	Mechanical	Mechanical	Standard Item - Install Resi HW Pipeing/Du	25.00
Permit	Mechanical	Mechanical	Standard Item - Install/Replace Furnace Up	35.00
Permit	Mechanical	Res. Add/Alter/Repair	Inspection - Inspection Fee	40.00
Permit	Plumbing	Plumbing	Inspection - Inspection Fee	40.00
Permit	Plumbing	Plumbing	Registration Fee - Reg Fee for Plumb Cont.	15.00
Permit	Plumbing	Plumbing	Standard Item - Sewer Repair	25.00
Permit	Shed	Shed	Standard Item - Shed Permit	65.00
Permit	Sign	Sign	Inspection - Inspection	80.00
Permit	Sign	Sign	Permit Fees - Permit above \$1,000	220.00
Permit	Sign	Sign	Registration Fee - Contractor Registration	15.00
Permit	Sign	Sign	Review - Plan Review	150.00
Permit	Temporary Sign	Temporary Sign	Temp Sign Fee - Temporary sign permit fee	15.00
TOTALS FOR: Permit				2,185.00
RECEIPT ITEM GRAND TOTAL:				2,985.00

Fees Summary by Record Category

Unit:			
Certificate		Business Licenses	
Fee Category - Fee Description	Receipt Items	Revenue	
Inspection - Re-inspection fee	4	190.00	
TOTAL:	4	190.00	

Certificate		Home Based Business	
Fee Category - Fee Description	Receipt Items	Revenue	
HBO Registration/Renewal - Busine	1	10.00	
TOTAL:	1	10.00	

Name			
Fee Category - Fee Description	Receipt Items	Revenue	
-	4	600.00	
TOTAL:	4	600.00	

Permit	Building	Commercial, Add/Alter/Repair	
Fee Category - Fee Description	Receipt Items	Revenue	
Review - Plan Review	3	140.00	
TOTAL:	3	140.00	

Permit	Building	Res. Add/Alter/Repair	
Fee Category - Fee Description	Receipt Items	Revenue	
Inspection - Re-Inspection Fee	9	570.00	
TOTAL:	9	570.00	

Permit	Electrical	Commercial, Add/Alter/Repair	
Fee Category - Fee Description	Receipt Items	Revenue	
Inspection - Inspection Fee	5	175.00	
TOTAL:	5	175.00	

Permit	Electrical	Electrical	
Fee Category - Fee Description	Receipt Items	Revenue	
Registration Fee - Elec. Contract	13	375.00	
TOTAL:	13	375.00	

Permit	Mechanical	Mechanical	
Fee Category - Fee Description	Receipt Items	Revenue	
Inspection - Inspection Fee	9	260.00	
TOTAL:	9	260.00	

Permit	Mechanical	Res. Add/Alter/Repair	
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Revenue Breakdown Report

01/02/2019

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Fee Category - Fee Description	Receipt Items	Revenue
Inspection - Inspection Fee	1	40.00
TOTAL:	1	40.00

Permit	Plumbing	Plumbing
Fee Category - Fee Description	Receipt Items	Revenue
Registration Fee - Reg Fee for Pl	3	80.00
TOTAL:	3	80.00

Permit	Shed	Shed
Fee Category - Fee Description	Receipt Items	Revenue
Standard Item - Shed Permit	1	65.00
TOTAL:	1	65.00

Permit	Sign	Sign
Fee Category - Fee Description	Receipt Items	Revenue
Permit Fees - Permit above \$1,000	7	465.00
TOTAL:	7	465.00

Permit	Temporary Sign	Temporary Sign
Fee Category - Fee Description	Receipt Items	Revenue
Temp Sign Fee - Temporary sign pe	1	15.00
TOTAL:	1	15.00

Record Category Detail By Fee

Unit:				
Certificate	Business Licenses	Inspection - Re-inspection fee		
Rec. Type	Record	Address	Owner	Revenue
Certificate	CBUS-18-157	26021 SOUTHFIELD RD STE 202	KATTOUAH, ANDROS	40.00
	40.00 credit to GL number: 101-000.000-456.000			
Certificate	CBUS-18-158	26021 SOUTHFIELD RD 201	KATTOUAH, ANDROS	40.00
	40.00 credit to GL number: 101-000.000-456.000			
TOTAL:			2	80.00

Certificate	Business Licenses	Standard Item - Business License		
Rec. Type	Record	Address	Owner	Revenue
Certificate	CBUS-18-157	26021 SOUTHFIELD RD STE 202	KATTOUAH, ANDROS	55.00
	55.00 credit to GL number: 101-000.000-460.000			
Certificate	CBUS-18-158	26021 SOUTHFIELD RD 201	KATTOUAH, ANDROS	55.00
	55.00 credit to GL number: 101-000.000-460.000			
TOTAL:			2	110.00

Certificate	Home Based Business	HBO Registration/Renewal - Business		
Rec. Type	Record	Address	Owner	Revenue
Certificate	CHBO-18004	28420 SUNSET W BLVD	BRANCHEAU, AUSTIN E	10.00
	10.00 credit to GL number: 101-000.000-460.000			
TOTAL:			1	10.00

Name				
Rec. Type	Record	Address	Owner	Revenue
Name	BRCC180030	27451 GOLDENGATE W DR		150.00
	150.00 credit to GL number: 101-000.000-283.000			
Name	BRCC180047	28761 BLOOMFIELD DR		150.00
	150.00 credit to GL number: 101-000.000-283.000			
TOTAL:			2	300.00

Name	Bond - Invoice for bond			
Rec. Type	Record	Address	Owner	Revenue
Name	D & T Home Improvement	27435 BLOOMFIELD DR		150.00



Revenue Breakdown Report

01/02/2019

Filter: All Records, Transaction.DateToPostOn Between 12/1/2018 12:00:00 AM AND 12/31/2018 11:59:59 PM

Name	150.00 credit to GL number: 101-000.000-283.000			
	Wallside Windows	18630 SAN DIEGO BLVD		150.00
	150.00 credit to GL number: 101-000.000-283.000			
TOTAL:			2	300.00

Permit	Building	Commercial, Add/Alter/ReRegistration Fee - Builders Registra		
Rec. Type	Record	Address	Owner	Revenue
Permit	PB180138	28601 SOUTHFIELD RD	28601 SOUTHFIELD ROAD	15.00
		15.00 credit to GL number: 101-000.000-456.000		
TOTAL:			1	15.00

Permit	Building	Commercial, Add/Alter/ReReview - Plan Review		
Rec. Type	Record	Address	Owner	Revenue
Permit	PB180138	28601 SOUTHFIELD RD	28601 SOUTHFIELD ROAD	75.00
		75.00 credit to GL number: 101-000.000-456.000		
TOTAL:			1	75.00

Permit	Building	Commercial, Add/Alter/ReStandard Item - Building Permit Appl		
Rec. Type	Record	Address	Owner	Revenue
Permit	PB180138	28601 SOUTHFIELD RD	28601 SOUTHFIELD ROAD	50.00
		50.00 credit to GL number: 101-000.000-456.000		
TOTAL:			1	50.00

Permit	Building	Res. Add/Alter/Repair	Inspection - Inspection Fee	
Rec. Type	Record	Address	Owner	Revenue
Permit	PB180136	27435 BLOOMFIELD DR	WILLIAMS, VENESSA	40.00
		40.00 credit to GL number: 101-000.000-456.000		
Permit	PB180137	18630 SAN DIEGO BLVD	JONES, MILUS E	40.00
		40.00 credit to GL number: 101-000.000-456.000		
TOTAL:			2	80.00

Permit	Building	Res. Add/Alter/Repair	Inspection - Re-Inspection Fee	
Rec. Type	Record	Address	Owner	Revenue
Permit	PB180100	17616 WILTSHIRE BLVD	IVASCU, SHARON M	40.00
		40.00 credit to GL number: 101-000.000-456.000		
Permit	PB180133	28761 BLOOMFIELD DR	RODGERS, LINDA RENEE	40.00
		40.00 credit to GL number: 101-000.000-456.000		
TOTAL:			2	80.00

Permit	Building	Res. Add/Alter/Repair	Registration Fee - Builders Registra	
Rec. Type	Record	Address	Owner	Revenue
Permit	PB180136	27435 BLOOMFIELD DR	WILLIAMS, VENESSA	15.00
		15.00 credit to GL number: 101-000.000-456.000		
TOTAL:			1	15.00

Permit	Building	Res. Add/Alter/Repair	Standard Item - Building Permit Appl	
Rec. Type	Record	Address	Owner	Revenue
Permit	PB180136	27435 BLOOMFIELD DR	WILLIAMS, VENESSA	50.00
		50.00 credit to GL number: 101-000.000-456.000		
Permit	PB180137	18630 SAN DIEGO BLVD	JONES, MILUS E	50.00
		50.00 credit to GL number: 101-000.000-456.000		
TOTAL:			2	100.00

Permit	Building	Res. Add/Alter/Repair	Standard Item - Resi & Comm \$1001 to	
Rec. Type	Record	Address	Owner	Revenue
Permit	PB180136	27435 BLOOMFIELD DR	WILLIAMS, VENESSA	170.00
		170.00 credit to GL number: 101-000.000-456.000		
Permit	PB180137	18630 SAN DIEGO BLVD	JONES, MILUS E	125.00
		125.00 credit to GL number: 101-000.000-456.000		
TOTAL:			2	295.00



Revenue Breakdown Report

01/02/2019

Filter: All Records, Transaction.DateToPostOn Between 12/1/2018 12:00:00 AM AND 12/31/2018 11:59:59 PM

Permit	Electrical	Commercial, Add/Alter/Re	Inspection Fee	
Rec. Type	Record	Address	Owner	Revenue
Permit	PE180113	28505 SOUTHFIELD RD	HELP CENTER INVESTMENT	40.00
	40.00	credit to GL number: 101-000.000-459.000		
Permit	PE180113	28505 SOUTHFIELD RD	HELP CENTER INVESTMENT	40.00
	40.00	credit to GL number: 101-000.000-459.000		
TOTAL:			2	80.00

Permit	Electrical	Commercial, Add/Alter/Re	Registration Fee - Elec. Contractors	
Rec. Type	Record	Address	Owner	Revenue
Permit	PE180113	28505 SOUTHFIELD RD	HELP CENTER INVESTMENT	15.00
	15.00	credit to GL number: 101-000.000-459.000		
TOTAL:			1	15.00

Permit	Electrical	Commercial, Add/Alter/Re	Standard Item - Gen Repairs/Investig	
Rec. Type	Record	Address	Owner	Revenue
Permit	PE180113	28505 SOUTHFIELD RD	HELP CENTER INVESTMENT	40.00
	40.00	credit to GL number: 101-000.000-459.000		
TOTAL:			1	40.00

Permit	Electrical	Commercial, Add/Alter/Re	Standard Item - Permit Fee	
Rec. Type	Record	Address	Owner	Revenue
Permit	PE180113	28505 SOUTHFIELD RD	HELP CENTER INVESTMENT	40.00
	40.00	credit to GL number: 101-000.000-459.000		
TOTAL:			1	40.00

Permit	Electrical	Electrical	Inspection - Inspection Fee	
Rec. Type	Record	Address	Owner	Revenue
Permit	PE180115	17436 REDWOOD AVE	BRYANT, CAROLINE	40.00
	40.00	credit to GL number: 101-000.000-459.000		
Permit	PE180116	18475 SAN QUENTIN DR	FLETCHER, SUPRENA D	40.00
	40.00	credit to GL number: 101-000.000-459.000		
Permit	PE180117	27851 BLOOMFIELD DR	THOMAS CONWAY TAYLOR	40.00
	40.00	credit to GL number: 101-000.000-459.000		
Permit	PE180118	26631 SOUTHFIELD RD	BEAUMONT PRIMARY MEDIC	40.00
	40.00	credit to GL number: 101-000.000-459.000		
TOTAL:			4	160.00

Permit	Electrical	Electrical	Registration Fee - Elec. Contractors	
Rec. Type	Record	Address	Owner	Revenue
Permit	PE180116	18475 SAN QUENTIN DR	FLETCHER, SUPRENA D	15.00
	15.00	credit to GL number: 101-000.000-459.000		
Permit	PE180117	27851 BLOOMFIELD DR	THOMAS CONWAY TAYLOR	15.00
	15.00	credit to GL number: 101-000.000-459.000		
Permit	PE180118	26631 SOUTHFIELD RD	BEAUMONT PRIMARY MEDIC	15.00
	15.00	credit to GL number: 101-000.000-459.000		
TOTAL:			3	45.00

Permit	Electrical	Electrical	Standard Item - A/C Resi. W/Circuit	
Rec. Type	Record	Address	Owner	Revenue
Permit	PE180117	27851 BLOOMFIELD DR	THOMAS CONWAY TAYLOR	25.00
	25.00	credit to GL number: 101-000.000-459.000		
TOTAL:			1	25.00

Permit	Electrical	Electrical	Standard Item - App-Range/Dryer/W.H.	
Rec. Type	Record	Address	Owner	Revenue
Permit	PE180116	18475 SAN QUENTIN DR	FLETCHER, SUPRENA D	20.00
	20.00	credit to GL number: 101-000.000-459.000		
TOTAL:			1	20.00

Permit	Electrical	Electrical	Standard Item - Furnace/Single Fam F	
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Revenue Breakdown Report

01/02/2019

Filter: All Records, Transaction.DateToPostOn Between 12/1/2018 12:00:00 AM AND 12/31/2018 11:59:59 PM

Rec. Type	Record	Address	Owner	Revenue
Permit	PE180117	27851 BLOOMFIELD DR	THOMAS CONWAY TAYLOR	30.00
		30.00 credit to GL number: 101-000.000-459.000		
TOTAL:			1	30.00

Permit	Electrical	Electrical	Standard Item - Service	
Rec. Type	Record	Address	Owner	Revenue
Permit	PE180116	18475 SAN QUENTIN DR	FLETCHER, SUPRENA D	30.00
		30.00 credit to GL number: 101-000.000-459.000		
TOTAL:			1	30.00

Permit	Electrical	Electrical	Standard Item - Signs-One Circuit	
Rec. Type	Record	Address	Owner	Revenue
Permit	PE180118	26631 SOUTHFIELD RD	BEAUMONT PRIMARY MEDIC	25.00
		25.00 credit to GL number: 101-000.000-459.000		
TOTAL:			1	25.00

Permit	Electrical	Electrical	Standard Item - Stand By Generator U	
Rec. Type	Record	Address	Owner	Revenue
Permit	PE180115	17436 REDWOOD AVE	BRYANT, CAROLINE	40.00
		40.00 credit to GL number: 101-000.000-459.000		
TOTAL:			1	40.00

Permit	Mechanical	Mechanical	Inspection - Inspection Fee	
Rec. Type	Record	Address	Owner	Revenue
Permit	PM180090	27851 BLOOMFIELD DR	THOMAS CONWAY TAYLOR	40.00
		40.00 credit to GL number: 101-000.000-458.000		
Permit	PM180091	27786 RAINBOW CIR	PARISEAU, COLLETTE	40.00
		40.00 credit to GL number: 101-000.000-458.000		
Permit	PM180089	17436 REDWOOD AVE	BRYANT, CAROLINE	40.00
		40.00 credit to GL number: 101-000.000-458.000		
TOTAL:			3	120.00

Permit	Mechanical	Mechanical	Registration Fee - Reg Fee For Contr	
Rec. Type	Record	Address	Owner	Revenue
Permit	PM180090	27851 BLOOMFIELD DR	THOMAS CONWAY TAYLOR	15.00
		15.00 credit to GL number: 101-000.000-458.000		
Permit	PM180091	27786 RAINBOW CIR	PARISEAU, COLLETTE	15.00
		15.00 credit to GL number: 101-000.000-458.000		
TOTAL:			2	30.00

Permit	Mechanical	Mechanical	Standard Item - A/C and Refrig 5HP c	
Rec. Type	Record	Address	Owner	Revenue
Permit	PM180090	27851 BLOOMFIELD DR	THOMAS CONWAY TAYLOR	25.00
		25.00 credit to GL number: 101-000.000-458.000		
TOTAL:			1	25.00

Permit	Mechanical	Mechanical	Standard Item - Gas Piping Openings	
Rec. Type	Record	Address	Owner	Revenue
Permit	PM180089	17436 REDWOOD AVE	BRYANT, CAROLINE	25.00
		25.00 credit to GL number: 101-000.000-458.000		
TOTAL:			1	25.00

Permit	Mechanical	Mechanical	Standard Item - Install Resi HW Pipe	
Rec. Type	Record	Address	Owner	Revenue
Permit	PM180091	27786 RAINBOW CIR	PARISEAU, COLLETTE	25.00
		25.00 credit to GL number: 101-000.000-458.000		
TOTAL:			1	25.00

Permit	Mechanical	Mechanical	Standard Item - Install/Replace Furr	
Rec. Type	Record	Address	Owner	Revenue



Revenue Breakdown Report

01/02/2019

Filter: All Records, Transaction.DateToPostOn Between 12/1/2018 12:00:00 AM AND 12/31/2018 11:59:59 PM

Permit	PM180090	27851 BLOOMFIELD DR	THOMAS CONWAY TAYLOR	35.00
		35.00 credit to GL number: 101-000.000-458.000		
TOTAL:			1	35.00

Permit	Mechanical	Res. Add/Alter/Repair	Inspection - Inspection Fee	
Rec. Type	Record	Address	Owner	Revenue
Permit	PM180053	27943 SUNSET W BLVD	LARSON, NELS T	40.00
		40.00 credit to GL number: 101-000.000-458.000		
TOTAL:			1	40.00

Permit	Plumbing	Plumbing	Inspection - Inspection Fee	
Rec. Type	Record	Address	Owner	Revenue
Permit	PP180053	18251 WILTSHIRE BLVD	FLOWERS, JEFFREY N	40.00
		40.00 credit to GL number: 101-000.000-458.000		
TOTAL:			1	40.00

Permit	Plumbing	Plumbing	Registration Fee - Reg Fee for Plum	
Rec. Type	Record	Address	Owner	Revenue
Permit	PP180053	18251 WILTSHIRE BLVD	FLOWERS, JEFFREY N	15.00
		15.00 credit to GL number: 101-000.000-458.000		
TOTAL:			1	15.00

Permit	Plumbing	Plumbing	Standard Item - Sewer Repair	
Rec. Type	Record	Address	Owner	Revenue
Permit	PP180053	18251 WILTSHIRE BLVD	FLOWERS, JEFFREY N	25.00
		25.00 credit to GL number: 101-000.000-458.000		
TOTAL:			1	25.00

Permit	Shed	Shed	Standard Item - Shed Permit	
Rec. Type	Record	Address	Owner	Revenue
Permit	PSHED-005-18	27000 EVERGREEN RD	MICHIGAN FIRST CREDIT	65.00
		65.00 credit to GL number: 101-000.000-456.000		
TOTAL:			1	65.00

Permit	Sign	Sign	Inspection - Inspection	
Rec. Type	Record	Address	Owner	Revenue
Permit	PS180017	17653 TWELVE MILE	TWELVE SOUTHFIELD ASSO	40.00
		40.00 credit to GL number: 101-000.000-456.000		
Permit	PS180019	26631 SOUTHFIELD RD	BEAUMONT PRIMARY MEDIC	40.00
		40.00 credit to GL number: 101-000.000-456.000		
TOTAL:			2	80.00

Permit	Sign	Sign	Permit Fees - Permit above \$1,000	
Rec. Type	Record	Address	Owner	Revenue
Permit	PS180017	17653 TWELVE MILE	TWELVE SOUTHFIELD ASSO	110.00
		110.00 credit to GL number: 101-000.000-456.000		
Permit	PS180019	26631 SOUTHFIELD RD	BEAUMONT PRIMARY MEDIC	110.00
		110.00 credit to GL number: 101-000.000-456.000		
TOTAL:			2	220.00

Permit	Sign	Sign	Registration Fee - Contractor Regist	
Rec. Type	Record	Address	Owner	Revenue
Permit	PS180019	26631 SOUTHFIELD RD	BEAUMONT PRIMARY MEDIC	15.00
		15.00 credit to GL number: 101-000.000-456.000		
TOTAL:			1	15.00

Permit	Sign	Sign	Review - Plan Review	
Rec. Type	Record	Address	Owner	Revenue
Permit	PS180019	26631 SOUTHFIELD RD	BEAUMONT PRIMARY MEDIC	75.00
		75.00 credit to GL number: 101-000.000-456.000		
Permit	PS170008	17653 TWELVE MILE	The City Outlet	75.00



Revenue Breakdown Report

01/02/2019

Filter: All Records, Transaction.DateToPostOn Between 12/1/2018 12:00:00 AM AND 12/31/2018 11:59:59 PM

75.00 credit to GL number: 101-000.000-456.000		
TOTAL:	2	150.00

Permit	Temporary Sign	Temporary Sign	Temp Sign Fee - Temporary sign permi	
Rec. Type	Record	Address	Owner	Revenue
Permit	PTS-180004	26631 SOUTHFIELD RD	BEAUMONT PRIMARY MEDIC	15.00
15.00 credit to GL number: 101-000.000-457.000				
TOTAL:			1	15.00

Montly Inspection List

01/02/20

CHARLIE FORD

Record #	Address	Type	Date		Result	Permit Cost
			Scheduled	Completed		
PM180085	28221 LATHRUP BLVD	Final	12/04/18	12/04/18	Approved	130.00
PM180079	26207 MEADOWBROOK WAY	Final	12/13/18	12/13/18	Approved	85.00
PM180091	27786 RAINBOW CIR	Final	12/20/18	12/21/18	Approved	80.00
PM180088	18600 SAN DIEGO BLVD	Final	12/27/18	12/27/18	Approved	115.00
PM180070	26740 BLOOMFIELD S DR	Final	12/27/18	12/27/18	Approved	95.00

Total Inspections: 5 505.00

Report Summary

Inspection.DateTimeCompleted
Between 12/1/2018 12:00:00 AM
AND 12/31/2018 11:59:59 PM

George Beattie

Record #	Address	Type	Date		Result	Permit Cost
			Scheduled	Completed		
PP180049	27634 RACKHAM DR	Rough	12/04/18	12/05/18	Approved	70.00
PP180038	28456 SUNSET W BLVD	Final	12/13/18	12/14/18	Disapproved	240.00
PP180053	18251 WILTSHIRE BLVD	Final	12/20/18	12/14/18	Approved	80.00
PP180028		Rough	12/20/18	12/18/18	Approved	2,515.00

Total Inspections: 4 2,905.00

Report Summary

Inspection.DateTimeCompleted
Between 12/1/2018 12:00:00 AM
AND 12/31/2018 11:59:59 PM

Jill Dahm

Record #	Address	Type	Date		Result	Permit Cost
			Scheduled	Completed		
PPlan160001	27000 EVERGREEN RD	Site Plan Revi	09/10/18	12/21/18	Approved	500.00
PPlan160001	27000 EVERGREEN RD	Site Plan Revi	12/24/18	12/21/18	Approved	500.00

Total Inspections: 2 1,000.00

Report Summary

Inspection.DateTimeCompleted
Between 12/1/2018 12:00:00 AM
AND 12/31/2018 11:59:59 PM

Jim Wright

Record #	Address	Type	Date		Result	Permit Cost
			Scheduled	Completed		
PB180090	27306 GOLDENGATE W DR	Final	12/07/18	12/07/18	Approved	200.00
PB180105	18781 BUNGALOW DR	Final	12/14/18	12/14/18	Approved	230.00
PB180123	27634 RACKHAM DR	Final	12/14/18	12/14/18	Approved	305.00
PB180126	26740 SOUTHFIELD RD	Final	12/14/18	12/14/18	Approved	516.00
PB180129	18680 BUNGALOW DR	Final	12/17/18	12/14/18	Approved	432.00
E18-0238	18851 BUNGALOW DR	Ordinance	12/19/18	12/19/18	Complied	0.00
E18-0162	18740 LACROSSE AVE	Ordinance	12/19/18	12/19/18	Complied	0.00
E18-0298	27341 LATHRUP BLVD	Ordinance	12/19/18	12/19/18	Complied	0.00
E18-0314	27650 BLOOMFIELD DR	Ordinance	12/19/18	12/19/18	Complied	0.00
PB180093	17611 CAMBRIDGE BLVD	Final	12/19/18	12/19/18	Approved	200.00
PB180039	27786 RAINBOW CIR	Final	12/21/18	12/21/18	Approved	710.00
PS180014	18875 W 12 MILE RD	Final	12/28/18	12/28/18	Approved	180.00
PB180108	28288 SUNSET W BLVD	Final	12/28/18	12/28/18	Approved	438.00

Total Inspections: 13

3,211.00

Report Summary

Inspection.DateTimeCompleted
Between 12/1/2018 12:00:00 AM
AND 12/31/2018 11:59:59 PM

paul cronk

Record #	Address	Type	Date		Result	Permit Cost
			Scheduled	Completed		
PE180106	28221 LATHRUP BLVD	Final	12/04/18	12/04/18	Partially Approv	95.00
PE180109	19051 DOLORES AVE	Rough	12/04/18	12/04/18	Approved	136.00
PE180103	26300 MEADOWBROOK WAY	Rough	12/11/18	12/12/18	Approved	377.00
PE180100	26207 MEADOWBROOK WAY	Final	12/13/18	12/13/18	Approved	95.00
PE180036	18181 W 12 MILE RD	Final	12/18/18	12/18/18	Approved	105.00
PE180114	18600 SAN DIEGO BLVD	Final	12/27/18	12/27/18	Approved	95.00
PE180087	26740 BLOOMFIELD S DR	Final	12/27/18	12/27/18	Disapproved	80.00
PE180098	18875 W 12 MILE RD	Final	12/27/18	12/27/18	Approved	65.00

Total Inspections: 8

1,088.00

Report Summary

Inspection.DateTimeCompleted
Between 12/1/2018 12:00:00 AM
AND 12/31/2018 11:59:59 PM

Steve Tino

Record #	Address	Type	Scheduled	Completed	Result	Permit Cost
E18-0316	26366 LATHRUP BLVD	Ordinance	11/05/18	12/05/18	Violation(s)	0.00
E18-0320	26641 SOUTHFIELD RD	Ordinance	11/19/18	12/19/18	Violation(s)	0.00
E18-0321	17396 ROSELAND BLVD BLVD	Ordinance	11/19/18	12/04/18	No Violation	0.00
PB180133	28761 BLOOMFIELD DR	Final	12/03/18	12/03/18	Disapproved	390.00
PB180123	27634 RACKHAM DR	Rough	12/03/18	12/03/18	Approved	305.00
PB180045	26300 MEADOWBROOK WAY	Rough	12/03/18	12/03/18	Approved	754.00
PB180107	27731 RAINBOW CIR	Final	12/03/18	12/03/18	Approved	522.00
E18-0320	26641 SOUTHFIELD RD	Ordinance	12/03/18	12/03/18	No Change	0.00
E18-0319	18140 LINCOLN DR	Ordinance	12/03/18	12/03/18	No Change	0.00
E18-0315	27700 MORNINGSIDE PLZ	Ordinance	12/03/18	12/03/18	No Change	0.00
E18-0316	26366 LATHRUP BLVD	Ordinance	12/03/18	12/03/18	No Change	0.00
PB180045	26300 MEADOWBROOK WAY	Insulation	12/10/18	12/10/18	Approved	754.00
PB180125	18632 BUNGALOW DR	Followup	12/10/18	12/13/18	Approved	453.00
E18-0327	28935 SOUTHFIELD RD	Ordinance	12/12/18	12/13/18	Violation(s)	0.00
PB180133	28761 BLOOMFIELD DR	Final	12/12/18	12/13/18	Approved	390.00
PB180096	26300 MEADOWBROOK WAY	Rough	12/12/18	12/13/18	Approved	200.00
PB180096	26300 MEADOWBROOK WAY	Insulation	12/13/18	12/13/18	Approved	200.00
PB180108	28288 SUNSET W BLVD	Open Roof	12/17/18	12/17/18	Approved	438.00
PB180072	18865 BUNGALOW DR	Final	12/17/18	12/17/18	Approved	260.00
PB180079	19051 DOLORES AVE	Rough	12/17/18	12/17/18	Approved	985.00

Total Inspections: 20

5,651.00

Report Summary

Inspection.DateTimeCompleted
 Between 12/1/2018 12:00:00 AM
 AND 12/31/2018 11:59:59 PM

Building

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const
PB180136	12/07/2018	WILLIAMS, VENESSA	27435 BLOOMFIELD DR	40-24-14-451-021	\$275.00	
Work Description: Strip and reshingle roof...house and garage						
PB180137	12/10/2018	JONES, MILUS E	18630 SAN DIEGO BLVD	40-24-14-405-009	\$215.00	
Work Description: Install 9 vinyl replacement windows						

Total Permits For Type: 2
Total Fees For Type: \$490.00
Total Const. Value For Type: \$14,000

Electrical

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total	Const
PE180113	11/28/2018	HELP CENTER INVESTMENTS	28505 SOUTHFIELD RD	40-24-14-232-026	\$175.00	
Work Description: Fire alarm instalation						
PE180115	12/04/2018	BRYANT, CAROLINE	17436 REDWOOD AVE	40-24-13-152-009	\$80.00	
Work Description: Stand by generator 16kw						
PE180116	12/04/2018	FLETCHER, SUPRENA D	18475 SAN QUENTIN DR	40-24-14-405-006	\$105.00	
Work Description: 1-Range New Service-100a						
PE180117	12/06/2018	THOMAS CONWAY TAYLOR	27851 BLOOMFIELD DR	40-24-14-401-008	\$110.00	
Work Description: Furnace: Lenox STF20C11020K V46 V 20,000 BTU Air Conditioner: Lenox EL16XC1S038 3 ton						
PE180118	12/12/2018	BEAUMONT PRIMARY MEDIC	26631 SOUTHFIELD RD	40-99-00-009-005	\$80.00	
Work Description: Sign wiring						

Total Permits For Type: 5
Total Fees For Type: \$550.00
Total Const. Value For Type: \$0

Mechanical

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total Const
PM180089	12/04/2018	BRYANT, CAROLINE	17436 REDWOOD AVE	40-24-13-152-009	\$65.00
Work Description: Stand by generator 16kw					
PM180090	12/06/2018	THOMAS CONWAY TAYLOR	27851 BLOOMFIELD DR	40-24-14-401-008	\$115.00
Work Description: FURNACE: LENOX S1F26C11020KV40V 20,000 BTU Air Conditioner: Lenox EL16XC1S038 3 ton					

Total Permits For Type: 2
Total Fees For Type: \$180.00
Total Const. Value For Type: \$0

Sign

Permit #	Date	Contractor	Job Address	Parcel #	Fee Total Const
PS180017	11/26/2018	TWELVE SOUTHFIELD ASSOC	17653 TWELVE MILE	40-24-13-101-002	\$290.00
Work Description: Updating existing wall sign					
PS180019	12/05/2018	BEAUMONT PRIMARY MEDIC	26631 SOUTHFIELD RD	40-99-00-009-005	\$240.00
Work Description: One wall sign					

Total Permits For Type: 2
Total Fees For Type: \$530.00
Total Const. Value For Type: \$3,800

Report Summary

Permit.DateIssued Between
12/1/2018 12:00:00 AM AND
12/31/2018 11:59:59 PM AND
Permit.Status = ISSUED

Grand Total Fees: \$1,750.00
Grand Total Permits: 11
Grand Total Const. Value: \$17,800

CITY OF LATHRUP VILLAGE
NOTICE OF SPECIAL ASSESSMENT HEARING

To the owners of all property which become subject to Special Assessments for general purposes during 2018 whether for unpaid grass or weed mowing charges, delinquent water and sewage disposal charges, sidewalk repair charges, or otherwise, and to all other persons interested. TAKE NOTICE: That the Tentative Special Assessment Roll of the sums which are subject to be specially assessed to the various owners and parcels involved for general purposes as prepared by the City Administrator is now on file in my office for public inspection and review. Notice is also hereby given that on **Monday, January 28, 2019 at 7:00 p.m.** in the Council Chambers, in the Municipal Building, 27400 Southfield Road, Lathrup Village, Michigan, a Public Hearing will be held before the City Council to hear from any and all interested parties as to all matters bearing upon the property of the Tentative Special Assessment Roll. Following the Public Hearing, the Roll will be confirmed by the City Council.

Yvette Talley, City Clerk
27400 Southfield Rd.
Lathrup Village, MI 48076

Published: 1/10/2019



COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FROM: Sheryl Mitchell, City Administrator
DATE: January 28, 2019

RE: MOTION TO ADOPT SPECIAL ASSESSMENT RESOLUTION

At the end of each year there are delinquent water and other bills (such as unpaid grass or weed mowing charges, delinquent water and sewage disposal charges, sidewalk repair charges, or nuisance abatement).

This starts the process of moving these amounts to the tax roll. Property owners have until April before the amounts are placed on their tax bill.

Suggested Motion:

Adopt the Attached Resolution for Special Assessments for January 29, 2019 at 7:00 PM.

Motion by _____, Seconded by _____,



TENTATIVE SPECIAL ASSESSMENT ROLL #2018-01-GENERAL PURPOSES

SPECIAL ASSESSMENT RESOLUTION #1

Whereas, the Administrator has reported to the City Council those cost and expenses of General Purposes and the delinquent water bills incurred by the City which remain unpaid by the owners or other parties in interest from whom said sums are due and the City Council has elected to proceed to the collection of same by Special Assessment; and

Whereas, the City Administrator report has been deemed to be a Tentative Special Assessment Roll showing the amounts of the cost assessable against each parcel;

Be It Therefore Resolved:

1. That the Tentative Special Assessment Roll be approved as submitted by the City Administrator and the City Clerk is directed to receive and file the Roll for public inspection and review.
2. That January 28, 2019 at 7:00 p.m. in the Municipal Building at 27400 Southfield Road, Lathrup Village, Michigan be set as the time and place of a Public Hearing for the purposes of reviewing the Tentative Roll and to afford a hearing to all interested persons all matters bearing upon any needful correction or revision to the Roll and the propriety of its confirmation.
3. That the City Clerk be authorized and directed to give proper notices of the hearing by mail and publication as provided by law.

CLERK'S CERTIFICATION

The undersigned hereby certifies to the City Treasurer and Assessor that the foregoing Resolution was duly adopted by the City Council at a Regular Meeting held on January 28, 2019, and that the attached pages are true, installments which were the subject of the Treasurer's Certification and Council Resolution.

Dated: _____

City Clerk

Parcel Id #	Address	Amount	0.10	Total
24-13-108-007	17377 Avilla	\$ 585.31	\$ 58.53	\$ 643.84
24-13-108-005	17401 Avilla	\$ 802.25	\$ 80.23	\$ 882.48
24-13-108-001	17415 Avilla	\$ 303.17	\$ 30.32	\$ 333.49
24-13-107-004	17617 Avilla	\$ 307.14	\$ 30.71	\$ 337.85
24-14-232-004	18155 Avilla	\$ 957.45	\$ 95.75	\$ 1,053.20
24-14-232-001	18187 Avilla	\$ 570.72	\$ 57.07	\$ 627.79
24-14-232-010	28672 Blackstone	\$ 1,046.87	\$ 104.69	\$ 1,151.56
24-14-232-009	28678 Blackstone	\$ 1,326.25	\$ 132.63	\$ 1,458.88
24-14-230-009	28714 Blackstone	\$ 1,522.36	\$ 152.24	\$ 1,674.60
24-14-230-008	28728 Blackstone	\$ 491.71	\$ 49.17	\$ 540.88
24-14-229-010	28731 Blackstone	\$ 1,063.00	\$ 106.30	\$ 1,169.30
24-14-230-005	28750 Blackstone	\$ 1,239.62	\$ 123.96	\$ 1,363.58
24-23-207-006	26779 Bloomfield	\$ 786.50	\$ 78.65	\$ 865.15
24-23-204-011	26861 Bloomfield	\$ 417.66	\$ 41.77	\$ 459.43
24-14-456-010	27230 Bloomfield	\$ 734.96	\$ 73.50	\$ 808.46
24-14-452-008	27375 Bloomfield	\$ 801.48	\$ 80.15	\$ 881.63
24-14-202-009	28725 Bloomfield	\$ 3,148.53	\$ 314.85	\$ 3,463.38
24-14-476-017	18586 Bungalow	\$ 908.56	\$ 90.86	\$ 999.42
24-14-476-016	18614 Bungalow	\$ 2,127.78	\$ 212.78	\$ 2,340.56
24-14-382-004	19041 Bungalow	\$ 2,079.18	\$ 207.92	\$ 2,287.10
24-13-304-010	27704 E. California	\$ 243.97	\$ 24.40	\$ 268.37
24-13-303-012	27705 E. California	\$ 888.03	\$ 88.80	\$ 976.83
24-13-303-010	27725 E. California	\$ 659.60	\$ 65.96	\$ 725.56
24-13-303-020	27735 E. California	\$ 514.00	\$ 51.40	\$ 565.40
24-13-155-011	27934 E. California	\$ 3,062.23	\$ 306.22	\$ 3,368.45
24-14-430-004	27610 W. California	\$ 449.24	\$ 44.92	\$ 494.16
24-14-430-003	27628 W. California	\$ 245.93	\$ 24.59	\$ 270.52
24-14-427-007	27645 W. California	\$ 802.40	\$ 80.24	\$ 882.64
24-14-430-001	27660 W. California	\$ 680.56	\$ 68.06	\$ 748.62
24-14-429-003	27714 W. California	\$ 718.97	\$ 71.90	\$ 790.87
24-14-429-001	27810 W. California	\$ 237.78	\$ 23.78	\$ 261.56
24-14-426-027	27817 W. California	\$ 475.10	\$ 47.51	\$ 522.61
24-13-358-006	17387 Cambridge	\$ 612.18	\$ 61.22	\$ 673.40
24-13-353-008	17624 Cambridge	\$ 342.04	\$ 34.20	\$ 376.24
24-13-357-003	17631 Cambridge	\$ 1,371.24	\$ 137.12	\$ 1,508.36
24-14-456-004	18635 Cambridge	\$ 1,649.33	\$ 164.93	\$ 1,814.26
24-14-456-006	18659 Cambridge	\$ 2,785.18	\$ 278.52	\$ 3,063.70
24-14-452-014	18736 Cambridge	\$ 923.15	\$ 92.32	\$ 1,015.47
24-14-452-013	18750 Cambridge	\$ 791.80	\$ 79.18	\$ 870.98
24-13-158-006	17376 Catalpa	\$ 1,271.13	\$ 127.11	\$ 1,398.24
24-24-103-020	17535 Coral Gables	\$ 509.77	\$ 50.98	\$ 560.75
24-24-101-035	17560 Coral Gables	\$ 781.73	\$ 78.17	\$ 859.90

24-24-103-019	17561 Coral Gables	\$ 684.16	\$ 68.42	\$ 752.58
24-24-101-033	17594 Coral Gables	\$ 684.16	\$ 68.42	\$ 752.58
24-24-103-014	17625 Coral Gables	\$ 1,358.87	\$ 135.89	\$ 1,494.76
24-23-229-007	18153 Coral Gables	\$ 2,776.69	\$ 277.67	\$ 3,054.36
24-23-226-035	18434 Coral Gables	\$ 2,688.47	\$ 268.85	\$ 2,957.32
24-23-228-003	18475 Coral Gables	\$ 727.33	\$ 72.73	\$ 800.06
24-14-251-007	18810 Dolores	\$ 927.52	\$ 92.75	\$ 1,020.27
24-23-252-004	18921 Eldorado Place	\$ 1,469.79	\$ 146.98	\$ 1,616.77
24-23-252-003	18941 Eldorado Place	\$ 814.35	\$ 81.44	\$ 895.79
24-23-252-001	18971 Eldorado Place	\$ 829.66	\$ 82.97	\$ 912.63
24-14-477-020	27027 Eldorado Place	\$ 1,142.73	\$ 114.27	\$ 1,257.00
24-14-479-007	27335 Eldorado Place	\$ 1,704.80	\$ 170.48	\$ 1,875.28
24-14-181-040	27420 Eldorado Place	\$ 697.48	\$ 69.75	\$ 767.23
24-14-276-016	28265 Eldorado Place	\$ 680.56	\$ 68.06	\$ 748.62
24-14-277-004	28408 Eldorado Place	\$ 592.08	\$ 59.21	\$ 651.29
24-14-228-012	28530 Eldorado Place	\$ 680.56	\$ 68.06	\$ 748.62
24-14-228-008	28624 Eldorado Place	\$ 983.53	\$ 98.35	\$ 1,081.88
24-14-228-004	28700 Eldorado Place	\$ 1,046.37	\$ 104.64	\$ 1,151.01
24-14-228-003	28720 Eldorado Place	\$ 1,075.15	\$ 107.52	\$ 1,182.67
24-14-207-008	28735 Eldorado Place	\$ 761.17	\$ 76.12	\$ 837.29
24-14-478-037	18220 Eleven Mile Road	\$ 1,215.55	\$ 121.56	\$ 1,337.11
24-14-381-030	19110 Eleven Mile Road	\$ 643.80	\$ 64.38	\$ 708.18
24-14-381-029	19120 Eleven Mile Road	\$ 695.44	\$ 69.54	\$ 764.98
24-14-381-025	19160 Eleven Mile Road	\$ 1,380.80	\$ 138.08	\$ 1,518.88
24-14-381-025	19160 Eleven Mile Road	\$ 743.27	\$ 74.33	\$ 817.60
24-14-385-003	19216 Eleven Mile Road	\$ 1,036.26	\$ 103.63	\$ 1,139.89
24-14-385-014	19298 Eleven Mile Road	\$ 355.54	\$ 35.55	\$ 391.09
24-14-306-029	27810 Evergreen	\$ 6,187.42	\$ 618.74	\$ 6,806.16
24-13-155-005	17591 Glenwood	\$ 352.27	\$ 35.23	\$ 387.50
24-14-278-015	18216 Glenwood	\$ 1,563.32	\$ 156.33	\$ 1,719.65
24-14-256-006	18455 Glenwood	\$ 363.90	\$ 36.39	\$ 400.29
24-14-255-009	18530 Glenwood	\$ 769.35	\$ 76.94	\$ 846.29
24-14-256-002	18535 Glenwood	\$ 1,900.34	\$ 190.03	\$ 2,090.37
24-14-253-003	18771 Glenwood	\$ 370.81	\$ 37.08	\$ 407.89
24-14-253-002	18785 Glenwood	\$ 749.04	\$ 74.90	\$ 823.94
24-14-252-008	18794 Glenwood	\$ 1,767.85	\$ 176.79	\$ 1,944.64
24-14-456-022	27215 Goldengate	\$ 390.75	\$ 39.08	\$ 429.83
24-14-477-011	27246 Goldengate	\$ 350.79	\$ 35.08	\$ 385.87
24-14-477-010	27270 Goldengate	\$ 257.03	\$ 25.70	\$ 282.73
24-14-477-005	27356 Goldengate	\$ 408.69	\$ 40.87	\$ 449.56
24-14-479-001	27490 Goldengate	\$ 762.77	\$ 76.28	\$ 839.05
24-14-430-012	27535 Goldengate	\$ 5,218.91	\$ 521.89	\$ 5,740.80
24-14-430-011	27551 Goldengate	\$ 230.08	\$ 23.01	\$ 253.09
24-13-154-011	28245 Goldengate	\$ 2,222.64	\$ 222.26	\$ 2,444.90
24-23-252-011	18841 Hampshire	\$ 1,380.89	\$ 138.09	\$ 1,518.98
24-23-206-002	18980 Hampshire	\$ 1,244.24	\$ 124.42	\$ 1,368.66

24-23-251-001	18991 Hampshire	\$ 776.32	\$ 77.63	\$ 853.95
24-23-277-023	18150 Kilbirnie	\$ 800.12	\$ 80.01	\$ 880.13
24-14-204-012	18740 Lacrosse	\$ 1,879.72	\$ 187.97	\$ 2,067.69
24-14-205-001	18815 Lacrosse	\$ 459.50	\$ 45.95	\$ 505.45
24-14-179-003	19015 Lacrosse	\$ 693.88	\$ 69.39	\$ 763.27
24-14-179-002	19061 Lacrosse	\$ 949.63	\$ 94.96	\$ 1,044.59
24-24-153-032	26225 Lathrup	\$ 749.04	\$ 74.90	\$ 823.94
24-24-155-005	26356 Lathrup	\$ 1,091.83	\$ 109.18	\$ 1,201.01
24-24-155-004	26366 Lathrup	\$ 447.66	\$ 44.77	\$ 492.43
24-24-152-025	26385 Lathrup	\$ 581.27	\$ 58.13	\$ 639.40
24-24-105-011	26646 Lathrup	\$ 1,205.96	\$ 120.60	\$ 1,326.56
24-24-105-009	26676 Lathrup	\$ 2,301.68	\$ 230.17	\$ 2,531.85
24-24-105-008	26686 Lathrup	\$ 2,352.32	\$ 235.23	\$ 2,587.55
24-24-103-023	26715 Lathrup	\$ 2,849.66	\$ 284.97	\$ 3,134.63
24-24-105-002	26740 Lathrup	\$ 598.56	\$ 59.86	\$ 658.42
24-13-358-011	27216 Lathrup	\$ 568.07	\$ 56.81	\$ 624.88
24-13-353-013	27341 Lathrup	\$ 696.00	\$ 69.60	\$ 765.60
24-13-355-006	27600 Lathrup	\$ 453.66	\$ 45.37	\$ 499.03
24-13-304-019	27731 Lathrup	\$ 1,501.85	\$ 150.19	\$ 1,652.04
24-13-305-007	27738 Lathrup	\$ 1,155.37	\$ 115.54	\$ 1,270.91
24-13-153-011	28251 Lathrup	\$ 462.74	\$ 46.27	\$ 509.01
24-13-152-003	28452 Lathrup	\$ 638.23	\$ 63.82	\$ 702.05
24-13-107-014	28565 Lathrup	\$ 2,002.17	\$ 200.22	\$ 2,202.39
24-13-103-018	28837 Lathrup	\$ 380.77	\$ 38.08	\$ 418.85
24-13-101-021	28929 Lathrup	\$ 841.53	\$ 84.15	\$ 925.68
24-13-102-001	28950 Lathrup	\$ 826.20	\$ 82.62	\$ 908.82
24-24-154-028	17590 Lincoln	\$ 1,482.65	\$ 148.27	\$ 1,630.92
24-24-154-027	17610 Lincoln	\$ 1,025.25	\$ 102.53	\$ 1,127.78
24-23-280-043	18180 Lincoln	\$ 431.24	\$ 43.12	\$ 474.36
24-23-257-037	18450 Lincoln	\$ 1,542.23	\$ 154.22	\$ 1,696.45
24-23-256-030	18830 Lincoln	\$ 314.96	\$ 31.50	\$ 346.46
24-23-256-034	18890 Lincoln	\$ 528.14	\$ 52.81	\$ 580.95
24-23-256-035	18900 Lincoln	\$ 742.43	\$ 74.24	\$ 816.67
24-24-153-033	17501 Margate	\$ 267.44	\$ 26.74	\$ 294.18
24-24-104-028	17546 Margate	\$ 457.28	\$ 45.73	\$ 503.01
24-24-153-021	17555 Margate	\$ 1,777.22	\$ 177.72	\$ 1,954.94
24-24-152-020	17600 Margate	\$ 2,204.75	\$ 220.48	\$ 2,425.23
24-23-278-014	18130 Margate	\$ 240.77	\$ 24.08	\$ 264.85
24-23-279-002	18131 Margate	\$ 452.78	\$ 45.28	\$ 498.06
24-23-256-041	26230 Meadowbrook Way	\$ 582.39	\$ 58.24	\$ 640.63
24-23-254-013	26231 Meadowbrook Way	\$ 2,419.36	\$ 241.94	\$ 2,661.30
24-23-256-042	26242 Meadowbrook Way	\$ 302.91	\$ 30.29	\$ 333.20
24-23-254-016	26263 Meadowbrook Way	\$ 1,843.79	\$ 184.38	\$ 2,028.17
24-23-254-017	26269 Meadowbrook Way	\$ 893.10	\$ 89.31	\$ 982.41
24-23-256-045	26272 Meadowbrook Way	\$ 1,434.56	\$ 143.46	\$ 1,578.02
24-23-255-005	26300 Meadowbrook Way	\$ 740.88	\$ 74.09	\$ 814.97

24-23-255-001	26350 Meadowbrook Way	\$ 1,986.40	\$ 198.64	\$ 2,185.04
24-23-230-040	26660 Meadowbrook Way	\$ 671.51	\$ 67.15	\$ 738.66
24-23-207-010	26665 Meadowbrook Way	\$ 7,671.23	\$ 767.12	\$ 8,438.35
24-23-228-010	26721 Meadowbrook Way	\$ 459.16	\$ 45.92	\$ 505.08
24-14-478-005	27035 Meadowbrook Way	\$ 4,868.72	\$ 486.87	\$ 5,355.59
24-23-230-019	18140 Meadowood	\$ 204.47	\$ 20.45	\$ 224.92
24-23-230-016	18190 Meadowood	\$ 725.69	\$ 72.57	\$ 798.26
24-23-230-012	18241 Meadowood	\$ 750.74	\$ 75.07	\$ 825.81
24-24-151-017	18271 Meadowood	\$ 1,039.40	\$ 103.94	\$ 1,143.34
24-23-255-014	18421 Middlesex	\$ 1,911.29	\$ 191.13	\$ 2,102.42
24-23-276-006	18444 Middlesex	\$ 1,137.27	\$ 113.73	\$ 1,251.00
24-23-255-011	18459 Middlesex	\$ 864.99	\$ 86.50	\$ 951.49
24-14-353-014	27401 Morningside Plaza	\$ 563.55	\$ 56.36	\$ 619.91
24-14-310-008	27601 Morningside Plaza	\$ 1,333.35	\$ 133.34	\$ 1,466.69
24-14-310-003	27604 Morningside Plaza	\$ 721.21	\$ 72.12	\$ 793.33
24-14-310-008	27621 Morningside Plaza	\$ 1,192.83	\$ 119.28	\$ 1,312.11
24-14-333-002	27600 Rackham	\$ 1,361.11	\$ 136.11	\$ 1,497.22
24-14-330-005	27653 Rackam	\$ 8,559.01	\$ 855.90	\$ 9,414.91
24-14-327-006	27851 Rackam	\$ 684.16	\$ 68.42	\$ 752.58
24-14-377-003	27380 Rainbow Circle	\$ 941.38	\$ 94.14	\$ 1,035.52
24-14-353-021	27544 Rainbow Circle	\$ 3,111.02	\$ 311.10	\$ 3,422.12
24-14-328-005	27737 Rainbow Circle	\$ 969.42	\$ 96.94	\$ 1,066.36
24-14-327-002	27786 Rainbow Circle	\$ 227.87	\$ 22.79	\$ 250.66
24-14-307-006	27828 Rainbow Circle	\$ 2,559.88	\$ 255.99	\$ 2,815.87
24-23-201-020	18911 Rainbow Court	\$ 1,333.67	\$ 133.37	\$ 1,467.04
24-24-156-016	17310 Rainbow Drive	\$ 716.26	\$ 71.63	\$ 787.89
24-24-154-039	17311 Rainbow Drive	\$ 1,371.42	\$ 137.14	\$ 1,508.56
24-24-154-038	17575 Rainbow Drive	\$ 249.97	\$ 25.00	\$ 274.97
24-24-153-024	17600 Rainbow Drive	\$ 2,031.62	\$ 203.16	\$ 2,234.78
24-24-153-024	17616 Rainbow Drive	\$ 1,007.99	\$ 100.80	\$ 1,108.79
24-24-153-023	17630 Rainbow Drive	\$ 826.36	\$ 82.64	\$ 909.00
24-23-279-005	18160 Rainbow Drive	\$ 536.81	\$ 53.68	\$ 590.49
24-23-276-020	18207 Rainbow Drive	\$ 695.44	\$ 69.54	\$ 764.98
24-23-278-004	18230 Rainbow Drive	\$ 684.16	\$ 68.42	\$ 752.58
24-23-278-002	18266 Rainbow Drive	\$ 366.90	\$ 36.69	\$ 403.59
24-23-276-014	18301 Rainbow Drive	\$ 828.49	\$ 82.85	\$ 911.34
24-23-277-002	18330 Rainbow Drive	\$ 1,479.19	\$ 147.92	\$ 1,627.11
24-23-204-008	18846 Rainbow Drive	\$ 684.16	\$ 68.42	\$ 752.58
24-23-205-011	18855 Rainbow Drive	\$ 234.80	\$ 23.48	\$ 258.28
24-23-204-007	18866 Rainbow Drive	\$ 842.86	\$ 84.29	\$ 927.15
24-23-205-001	18891 Rainbow Drive	\$ 928.95	\$ 92.90	\$ 1,021.85
24-14-381-022	19067 Rainbow Drive	\$ 793.69	\$ 79.37	\$ 873.06
24-14-330-004	19252 Rainbow Drive	\$ 2,568.01	\$ 256.80	\$ 2,824.81
24-24-103-028	17578 Ramsgate	\$ 864.41	\$ 86.44	\$ 950.85
24-24-104-014	17611 Ramsgate	\$ 697.05	\$ 69.71	\$ 766.76
24-24-103-024	17630 Ramsgate	\$ 1,102.25	\$ 110.23	\$ 1,212.48

24-23-230-010	18151 Ramsgate	\$ 3,664.08	\$ 366.41	\$ 4,030.49
24-23-229-010	18180 Ramsgate	\$ 1,269.14	\$ 126.91	\$ 1,396.05
24-23-229-032	18190 Ramsgate	\$ 878.64	\$ 87.86	\$ 966.50
24-23-229-010	18232 Ramsgate	\$ 945.76	\$ 94.58	\$ 1,040.34
24-14-377-001	27230 Red River	\$ 936.96	\$ 93.70	\$ 1,030.66
24-14-376-011	27330 Red River	\$ 695.44	\$ 69.54	\$ 764.98
24-13-152-013	17370 Redwood	\$ 664.36	\$ 66.44	\$ 730.80
24-13-152-012	17380 Redwood	\$ 1,648.00	\$ 164.80	\$ 1,812.80
24-13-102-014	17370 Roseland	\$ 680.56	\$ 68.06	\$ 748.62
24-13-152-012	17380 Roseland	\$ 1,135.38	\$ 113.54	\$ 1,248.92
24-13-104-005	17387 Roseland	\$ 1,628.40	\$ 162.84	\$ 1,791.24
24-13-101-018	17570 Roseland	\$ 1,932.88	\$ 193.29	\$ 2,126.17
24-13-101-017	17590 Roseland	\$ 1,355.37	\$ 135.54	\$ 1,490.90
24-14-227-040	18130 Roseland	\$ 1,012.77	\$ 101.28	\$ 1,114.05
24-14-227-037	18170 Roseland	\$ 1,140.71	\$ 114.07	\$ 1,254.78
24-14-227-033	18226 Roseland	\$ 866.12	\$ 86.61	\$ 952.73
24-14-229-005	18245 Roseland	\$ 823.61	\$ 82.36	\$ 905.97
24-14-226-044	18476 Roseland	\$ 282.15	\$ 28.22	\$ 310.37
24-14-226-043	18490 Roseland	\$ 1,068.22	\$ 106.82	\$ 1,175.04
24-14-405-016	18512 San Diego	\$ 525.50	\$ 52.55	\$ 578.05
24-14-476-008	18531 San Diego	\$ 524.24	\$ 52.42	\$ 576.66
24-14-451-005	18793 San Diego	\$ 1,058.54	\$ 105.85	\$ 1,164.39
24-14-404-011	18830 San Diego	\$ 1,023.04	\$ 102.30	\$ 1,125.34
24-14-451-002	18837 San Diego	\$ 399.21	\$ 39.92	\$ 439.13
24-14-403-008	18463 San Jose	\$ 664.74	\$ 66.47	\$ 731.21
24-14-426-018	18550 San Jose	\$ 454.88	\$ 45.49	\$ 500.37
24-14-402-009	18717 San Jose	\$ 877.81	\$ 87.78	\$ 965.59
24-14-402-008	18741 San Jose	\$ 1,007.98	\$ 100.80	\$ 1,108.78
24-14-405-006	18475 San Quentin	\$ 880.91	\$ 88.09	\$ 969.00
24-14-403-014	18530 San Quentin	\$ 780.19	\$ 78.02	\$ 858.21
24-13-106-007	17371 San Rosa	\$ 236.27	\$ 23.63	\$ 259.90
24-13-103-016	17540 San Rosa	\$ 1,384.33	\$ 138.43	\$ 1,522.76
24-13-105-004	17595 San Rosa	\$ 680.56	\$ 68.06	\$ 748.62
24-14-230-015	18148 San Rosa	\$ 1,092.26	\$ 109.23	\$ 1,201.49
24-23-280-052	18161 Santa Ann	\$ 483.41	\$ 48.34	\$ 531.75
24-14-231-001	18181 Santa Ann	\$ 684.16	\$ 68.42	\$ 752.58
24-23-280-050	18201 Santa Ann	\$ 1,264.32	\$ 126.43	\$ 1,390.75
24-23-255-007	18520 Santa Ann	\$ 1,111.96	\$ 111.20	\$ 1,223.16
24-23-257-046	18561 Santa Ann	\$ 491.18	\$ 49.12	\$ 540.30
24-14-453-001	27250 Santa Barbara	\$ 2,099.92	\$ 209.99	\$ 2,309.91
24-14-404-010	27620 Santa Barbara	\$ 1,056.79	\$ 105.68	\$ 1,162.47
24-14-252-001	28250 Santa Barbara	\$ 1,734.53	\$ 173.45	\$ 1,907.98
24-14-127-021	28791 Santa Barbara	\$ 663.39	\$ 66.34	\$ 729.73
24-14-426-009	18457 Saratoga	\$ 680.56	\$ 68.06	\$ 748.62
24-14-426-008	18465 Saratoga	\$ 684.16	\$ 68.42	\$ 752.58
24-14-426-004	18525 Saratoga	\$ 1,041.29	\$ 104.13	\$ 1,145.42

24-14-401-006	18755 Saratoga	\$ 1,646.67	\$ 164.67	\$ 1,811.34
24-14-331-003	19081 Saratoga	\$ 393.96	\$ 39.40	\$ 433.36
24-14-228-023	28691 Somerset Pl.	\$ 1,515.65	\$ 151.57	\$ 1,667.22
24-14-228-020	28731 Somerset Pl.	\$ 644.97	\$ 64.50	\$ 709.47
24-14-229-007	28786 Somerset Pl.	\$ 281.43	\$ 28.14	\$ 309.57
24-14-228-016	28807 Somerset Pl.	\$ 739.49	\$ 73.95	\$ 813.44
24-14-483-016	27208 Southfield Rd.	\$ 2,327.60	\$ 232.76	\$ 2,560.36
24-14-483-016	27224 Southfield Rd.	\$ 3,018.16	\$ 301.82	\$ 3,319.98
24-13-357-001	27236 Southfield Rd.	\$ 239.98	\$ 24.00	\$ 263.98
24-14-483-016	27244 Southfield Rd.	\$ 732.84	\$ 73.28	\$ 806.12
24-13-357-001	27252 Southfield Rd.	\$ 988.74	\$ 98.87	\$ 1,087.61
24-14-483-015	27260 Southfield Rd.	\$ 594.84	\$ 59.48	\$ 654.32
24-14-481-034	27411 Southfield Rd.	\$ 1,544.14	\$ 154.41	\$ 1,698.55
24-14-280-015	28001 Southfield Rd.	\$ 4,200.58	\$ 420.06	\$ 4,620.64
24-14-277-031	28305 Southfield Rd.	\$ 592.46	\$ 59.25	\$ 651.71
24-14-232-026	28505 Southfield Rd.	\$ 206.71	\$ 20.67	\$ 227.38
24-13-105-001	28600 Southfield Rd.	\$ 1,090.62	\$ 109.06	\$ 1,199.68
24-14-231-006	28630 Southfield Rd.	\$ 1,303.54	\$ 130.35	\$ 1,433.89
24-14-231-005	28660 Southfield Rd.	\$ 1,338.03	\$ 133.80	\$ 1,471.83
24-14-231-005	28690 Southfield Rd.	\$ 1,704.05	\$ 170.41	\$ 1,874.46
24-13-103-001	28820 Southfield Rd.	\$ 1,396.17	\$ 139.62	\$ 1,535.79
24-14-230-018	28840 Southfield Rd.	\$ 1,123.00	\$ 112.30	\$ 1,235.30
24-14-230-018	28860 Southfield Rd.	\$ 1,505.58	\$ 150.56	\$ 1,656.14
24-14-230-018	28861 Southfield Rd.	\$ 719.37	\$ 71.94	\$ 791.31
24-13-103-001	28880 Southfield Rd.	\$ 2,035.46	\$ 203.55	\$ 2,239.01
24-14-404-004	18839 Sunbright	\$ 360.43	\$ 36.04	\$ 396.47
24-23-252-009	18844 Sunbright	\$ 226.77	\$ 22.68	\$ 249.45
24-23-252-007	18860 Sunbright	\$ 2,585.53	\$ 258.55	\$ 2,844.08
24-13-357-013	17560 Sunnybrook	\$ 653.77	\$ 65.38	\$ 719.15
24-13-357-012	17576 Sunnybrook	\$ 529.66	\$ 52.97	\$ 582.63
24-13-359-008	17605 Sunnybrook	\$ 479.96	\$ 48.00	\$ 527.96
24-14-483-014	18120 Sunnybrook	\$ 590.92	\$ 59.09	\$ 650.01
24-14-483-011	18152 Sunnybrook	\$ 248.18	\$ 24.82	\$ 273.00
24-14-483-009	18168 Sunnybrook	\$ 339.23	\$ 33.92	\$ 373.15
24-14-454-010	18705 Sunnybrook	\$ 210.71	\$ 21.07	\$ 231.78
24-14-454-009	18725 Sunnybrook	\$ 1,217.58	\$ 121.76	\$ 1,339.34
24-14-453-013	18756 Sunnybrook	\$ 827.21	\$ 82.72	\$ 909.93
24-14-453-012	18774 Sunnybrook	\$ 279.92	\$ 27.99	\$ 307.91
24-14-454-003	18805 Sunnybrook	\$ 472.81	\$ 47.28	\$ 520.09
2414-378-001	19439 Sunnybrook	\$ 271.91	\$ 27.19	\$ 299.10
24-13-358-008	27245 Sunset	\$ 1,136.68	\$ 113.67	\$ 1,250.35
24-14-429-012	27837 Sunset	\$ 849.53	\$ 84.95	\$ 934.48
24-14-279-005	28000 Sunset	\$ 680.56	\$ 68.06	\$ 748.62
24-14-256-021	28025 Sunset	\$ 697.60	\$ 69.76	\$ 767.36
24-14-256-020	28041 Sunset	\$ 480.22	\$ 48.02	\$ 528.24
24-14-256-017	28095 Sunset	\$ 643.36	\$ 64.34	\$ 707.70

24-14-276-008	28252 Sunset	\$ 680.56	\$ 68.06	\$ 748.62
24-14-207-007	28510 Sunset	\$ 1,554.74	\$ 155.47	\$ 1,710.21
24-14-207-006	28534 Sunset	\$ 522.94	\$ 52.29	\$ 575.23
24-14-207-002	28626 Sunset	\$ 1,685.00	\$ 168.50	\$ 1,853.50
24-14-204-008	28711 Sunset	\$ 684.16	\$ 68.42	\$ 752.58
24-14-202-008	28730 Sunset	\$ 1,099.18	\$ 109.92	\$ 1,209.10
24-13-101-001	17621 Twelve Mile Rd.	\$ 298.12	\$ 29.81	\$ 327.93
24-13-101-001	17641 Twelve Mile Rd.	\$ 678.79	\$ 67.88	\$ 746.67
24-13-101-001	17655 Twelve Mile Rd.	\$ 5,010.64	\$ 501.06	\$ 5,511.70
24-13-152-001	17435 Wiltshire	\$ 929.49	\$ 92.95	\$ 1,022.44
24-13-151-020	17535 Wiltshire	\$ 706.96	\$ 70.70	\$ 777.66
24-13-107-009	17640 Wiltshire	\$ 849.81	\$ 84.98	\$ 934.79
24-13-107-008	17656 Wiltshire	\$ 1,509.89	\$ 150.99	\$ 1,660.88
24-14-232-015	18150 Wiltshire	\$ 229.20	\$ 22.92	\$ 252.12
24-14-232-013	18180 Wiltshire	\$ 652.45	\$ 65.25	\$ 717.70
24-14-277-008	18185 Wiltshire	\$ 764.07	\$ 76.41	\$ 840.48
24-14-277-005	18251 Wiltshire	\$ 3,973.85	\$ 397.39	\$ 4,371.24
24-14-206-006	18520 Wiltshire	\$ 972.08	\$ 97.21	\$ 1,069.29
24-14-206-004	18560 Wiltshire	\$ 628.28	\$ 62.83	\$ 691.11
24-14-251-005	18741 Wiltshire	\$ 1,478.33	\$ 147.83	\$ 1,626.16
24-14-251-004	18755 Wiltshire	\$ 2,712.49	\$ 271.25	\$ 2,983.74
24-14-180-002	19091 Wiltshire	\$ 267.95	\$ 26.80	\$ 294.75
24-14-179-004	19120 Wiltshire	\$ 2,480.00	\$ 248.00	\$ 2,728.00
24-14-177-001	28275 Woodworth Way	\$ 730.84	\$ 73.08	\$ 803.92
		\$ 331,412.11	\$ 33,141.21	\$ 364,553.32

**CITY OF LATHRUP VILLAGE
NOTICE OF PUBLIC HEARING
FOR VACATION OF A PORTION OF
ELEVEN MILE ALLEY**

Please take notice that a public hearing will be held before the City of Lathrup Village City Council on Monday January 28, 2019 at 7:00 p.m. in the City of Lathrup Village Community Room, 27400 Southfield Road, Lathrup Village, Michigan 48076 to consider to consider a partial vacation of the alley between Lathrup Boulevard and Lexington Parkway, north of Eleven Mile, consisting of the following:

ALL THAT PART OF THE ALLEY ADJACENT TO AND NORTH OF THE EAST ½ OF LOTS 1810 AND ALL OF LOTS 1811 THROUGH 1823 OF LOUISE LATHRUP'S CALIFORNIA BUNGALOW SUBDIVISION NO.3 OF THE WEST ½ OF THE WEST ½ OF SECTION 13 T.1N., R.10E., SOUTHFIELD TOWNSHIP (NOW CITY OF LATHRUP VILLAGE), OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 32 OF PLATS, PAGE 26 OAKLAND COUNTY RECORDS, BEING PARTICULARLY DESCRIBED AS;
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1823; THENCE S. 89°50'43" W. 280 FEET ALONG THE SOUTH LINE OF SAID ALLEY; THENCE N. 00°11'00" W. 20 FEET TO A POINT ON THE NORTH LINE OF SAID ALLEY; THENCE N. 89°50'43" E. 280 FEET ALONG SAID NORTH LOINE OF THE ALLEY TO A POINT ON THE EAST LINE OF SAID LOUISE LATHRUP'S CALIFORNIA BUNGALOW SUBDIVISION NO.3; AND THENCE S. 00°11'00" E. 20 FEET ALONG SAID EAST LINE TO THE POINT OF BENINNING. CONTAINING 0.129 ACRES OF LAND, MORE OR LESS.

A hearing on the above matter will be granted to any person interested at the time and place specified. Written comments are encouraged to be submitted in advance to the office of the City Clerk, to the attention of Yvette Talley, City Clerk, until 4:30 p.m. on the date of the hearing for inclusion in the hearing record. Following the hearing, the City Council may adopt a resolution vacating a portion of Sunnybrook Avenue as aforesaid or such other action as the City Council seems to be in the public interest.

Yvette Talley
City Clerk
City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076
(248) 557-2600



COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FR: Sheryl L. Mitchell, City Administrator
DA: January 28, 2019

RE: **MOTION TO APPROVE PARTIAL VACATION OF PUBIC ALLEY**

The resolution approves the partial vacating of an alley that abuts the Lathrup Town Home development project. The City of Lathrup Village retains an easement.

Suggested Motion:

To approve the partial vacation of the public alley in accordance with the attached resolution.

Motion by _____, Seconded by _____,

**CITY OF LATHRUP VILLAGE
RESOLUTION REGARDING THE PARTIAL
VACATION OF PUBLIC ALLEY**

WHEREAS, the City of Lathrup Village, 27400 Southfield Road, Lathrup Village, Michigan 48076, is authorized by its Charter and the laws of the State of Michigan to exercise the powers of a City relating to the establishment and vacation of streets, alleys, public ways and other public places and the use, regulation, improvement and control of the surface of such streets, alleys, public ways and other public places; and

WHEREAS, the City Council has adopted Standing Resolution 82-102 on April 19, 1982, in which the City of Lathrup Village formally acknowledged its authority on behalf of the public over all streets, alleys, easements, parks and other public property and which Standing Resolution authorized the City Council by further resolution to alter or discontinue the use of such streets, alleys and easements; and

WHEREAS, the City Council has determined it is necessary to accommodate the development of new residential dwellings which is located on the northeast corner of Eleven Mile Road and Lathrup Boulevard by vacating a portion of the public alley which abuts the east ½ of lots 1810 and all of lots 1811 through 1823 of Louise Lathrup's California bungalow subdivision no.3 of the west ½ of the west ½ of section 13 t.1n., r.10e., Southfield Township (now City of Lathrup Village), Oakland County, Michigan as recorded in liber 32 of plats, page 26 Oakland County records

NOW, THEREFORE, BE IT RESOLVED, that the City of Lathrup Village Council does hereby declare the partial vacation of a public alley described as follows:

ALL THAT PART OF THE ALLEY ADJACENT TO AND NORTH OF THE EAST ½ OF LOTS 1810 AND ALL OF LOTS 1811 THROUGH 1823 OF LOUISE LATHRUP'S CALIFORNIA BUNGALOW SUBDIVISION NO.3 OF THE WEST ½ OF THE WEST ½ OF SECTION 13 T.1N., R.10E., SOUTHFIELD TOWNSHIP (NOW CITY OF LATHRUP VILLAGE), OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 32 OF PLATS, PAGE 26 OAKLAND COUNTY RECORDS, BEING PARTICULARLY DESCRIBED AS;

AREAS OF VACATION

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1823; THENCE S. 89°50'43" W. 280 FEET ALONG THE SOUTH LINE OF SAID ALLEY; THENCE N. 00°11'00" W. 20 FEET TO A POINT ON THE NORTH LINE OF SAID ALLEY; THENCE N. 89°50'43" E. 280 FEET ALONG SAID NORTH LINE OF THE ALLEY TO A POINT ON THE EAST LINE OF SAID LOUISE LATHRUP'S CALIFORNIA BUNGALOW SUBDIVISION NO.3; AND THENCE S. 00°11'00" E. 20 FEET ALONG SAID EAST LINE TO THE POINT OF BENINNING. CONTAINING 0.129 ACRES OF LAND, MORE OR LESS. (As diagramed in Exhibit A)

BE IT FURTHER RESOLVED that the City of Lathrup Village reserves and retains forever an

easement, over, under, above and through the entire portion of the aforementioned vacated rights-of-way for public utility and all other public purposes, including the right of ingress and egress over such easement for the installation, erection, maintenance, repair, relocation, removal and/or replacement of any sewer, water, gas, telephone, telegraph, telecommunications, electric light system, or equipment of things usually placed or installed in a public right-of-way for use by the City and/or public utilities in a dedicated public street in the City, including any and all grading and/or paving of any passages of way.

BE IT FURTHER RESOLVED that any improvements and uses of the premises vacated as aforementioned shall be made at the property owners expense and risk and are subject to prior approval in writing by the City.

IT IS FURTHER RESOLVED that the Petitioners requesting vacating of the right-of-way shall be responsible for providing a legal description of the vacated public rights-of-way to be vacated in favor of any abutting property owner in a form to be approved by the consulting City Engineer and City Attorney for placement in any appropriate recordable document which may be requested hereafter.

IT IS FURTHER RESOLVED that the City Clerk be authorized and empowered to authenticate this Resolution and to be directed to furnish and record copies of this Resolution as required by statute.

This Resolution was made by Councilperson _____ and seconded by Councilperson _____.

This Resolution was adopted at a regular meeting of the City Council, City of Lathrup Village on _____.

Voted For: _____

Voted Against: _____

Absent: _____

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing is a true and complete copy of a Resolution passed at a meeting of the Lathrup Village City Council held on the 28th day of January 2019.

Yvette Talley, CITY CLERK

Drafted by/return to:
Scott R. Baker, Esq.
Baker & Elowsky, PLLC
41850 West Eleven Mile Road, Suite 207
Novi, MI 48375

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

**RESOLUTION ADOPTING FEES, APPLICATION AND STANDARD
CONDITIONS FOR ENCROACHMENT LICENSES**

At a regular meeting of the City Council of the City of Lathrup Village, Oakland County, Michigan, (the "City"), held on the 28TH day of January, 2019.

PRESENT: _____

ABSENT: _____

The following preamble and Resolution were offered by _____ and seconded by _____.

WHEREAS, the City Council has determined that the fees and charges set forth in the application for encroachment license, attached hereto and incorporated herein, are sufficient and justified for those requesting an encroachment license from the City;

WHEREAS, the City Council has determined that the application and standard conditions, attached hereto and incorporated herein, are sufficient and justified for those requesting an encroachment license from the City.

NOW, THEREFORE, BE IT RESOLVED as follows:

The City Council of the City of Lathrup Village hereby adopts the fees, standard conditions and application for encroachment licenses attached hereto, effective January 28, 2019.



CITY OF LATHRUP VILLAGE REVOCABLE PERMANENT ENCROACHMENT LICENSE APPLICATION CHECKLIST

The following items must be submitted **before** a Revocable Permanent Encroachment License application is processed.

Completed Application Form (*incomplete applications will not be accepted*).

Permanent encroachment exhibits (Exhibit "A") must include an 8½" x 11" drawing, accurately and legibly prepared. All drawings must include the following information:

- Property lines identified
- City Right-of-way identified
- Property address
- Abutting street and alley name
- Exact location and dimensions of items that encroach

Certificate of Liability Insurance, in the amount not less than \$500,000.00, that:

- Names the City of Lathrup Village as an additional insured.
- Must be valid for the duration of the encroachment. It shall be renewed if necessary to provide continuous coverage.
- Is issued by an insurance company having an established office in Michigan and licensed to do business under the State of Michigan laws.

Nonrefundable application fee of \$1,000.00*

*Recording fees determined by the Oakland County Register of Deeds Office and Lathrup Village Consultant fees are not included in the application fee.

Note: If the insurance policy is canceled/not renewed, the encroachment license may become null and void at that time.



**CITY OF LATHRUP VILLAGE
REVOCABLE PERMANENT ENCROACHMENT
LICENSE STANDARD CONDITIONS**

THIS LICENSE OBLIGATES THE PERMITTEE/SUCCESSORS AND ASSIGNS TO THE FOLLOWING STANDARD CONDITIONS AND SPECIAL CONDITIONS AS LISTED ON THIS FORM:

1. Any and all operations under this License must meet and conform with all requirements of the City of Lathrup Village's current Standard Construction Specifications, and all other applicable provisions of the City Code or Policies.
2. Indemnify, save and hold harmless the City, its officers, employees and agents, and defend them against all claims, suits, causes of action, judgments, and all expenses and attorney fees pertaining thereto, for injuries or death to persons and damage to property attributable to the construction, installation, maintenance, operation or existence of encroachment covered by this permit. Licensee must maintain and furnish proof of liability insurance coverage for the duration of this license. Said liability insurance shall be at a minimal amount of \$500,000.00. **The City of Lathrup Village shall be named as additional insured** and be notified in writing a minimum of 45 days prior to cancellation of the insurance policy. Also, the insurance certificate must include the encroachment location as indicated on the application. The policy and terms must be pre-approved by the City of Lathrup Village.
3. The City has the right to remove, at any time, for any reason, the encroachment. Upon request of the City, licensee must immediately remove, cease operations and surrender this License and/or alter or relocate, at applicants' own expense, the fixtures for which this permit is granted. Upon failure to do so, the City of Lathrup Village shall take such necessary action and the applicant shall be responsible to reimburse the City of Lathrup Village for the costs it incurs to perform same. If such costs are not promptly paid, all costs incurred by the City shall constitute a lien upon the real property to which the encroachment benefits. Such lien shall be of the same character and effect as a lien created for City real property taxes pursuant to State law
4. The Licensee will furnish and provide to the City as determined necessary by the City Manager or his/her designee, such plans, insurance, bonds, specifications, information, releases, guarantees, licenses, permits, approval from others, and comply with all other requirements pertaining to said encroachment request and any necessary subsequent removal/restoration as determined necessary by the City Manager or his/her designee.
5. This License does not relieve the applicant from meeting any applicable requirements of law, statute or policy of any public bodies or agencies.

THE OWNER ACKNOWLEDGES HE/SHE HAS READ THE CONDITIONS AND AGREES TO ABIDE BY SAME.

Owner's Name (Please Print)

Owner's Signature

Date



**CITY OF LATHRUP VILLAGE
REVOCABLE PERMANENT ENCROACHMENT
LICENSE APPLICATION**

For Office Use Only

Date Received: _____ **License Number:** _____

INSTRUCTIONS: COMPLETE THE FOLLOWING SECTIONS AS IT APPLIES TO YOUR REQUEST

THIS LICENSE IS FOR: (CHECK ONE ONLY)

PERPETUATUAL UNTIL REVOKED BY THE CITY.

PRE-EXISTING CONDITION AND PERPETUATUAL UNTIL REVOKED BY THE CITY.

Validation Period: Requested Start Date: _____

This application for license is made by:

_____, at _____
(Print Owner's Full Name) (Print Owner's Legal Mailing Address)

daytime phone number: _____, hereinafter referred to as "Licensee",

Licensee is the owner of the following described properties located in the City of Lathrup Village, Oakland County

Street Address: _____

Legal Address: _____

Licensee is the owner of said properties about the following **described public right(s)-of-way (name of streets/alleys impacted):**

Licensee desires to encroach upon said right-of-way for the following purposes and as shown and described in **Exhibit "A"**, attached to this License. **Describe Exhibit "A"**:

An encroachment effectively provides public property for private use. Therefore, as a general policy, it is not in the City's interest to grant encroachments. New structures should be able to accomplish their various needs within the confines of their property boundaries and required setbacks. Granting of encroachment will generally occur under one of the following conditions:

- a) To acknowledge an existing, historical unlicensed encroachment and to outline the owner's liability and responsibility for maintenance and future removal of the encroaching structure, or
- b) To license an encroachment that is a public amenity. Examples may include awnings on commercial structures, non-restrictive safe objects, planters in the right-of-way (but not within pedestrian walkways), irrigation systems approved by Engineering and Parks Departments to maintain landscaping within public right-of-way.

All decisions of the City Council on Encroachment License Applications will be final.

Licensee covenants and agrees as follows:

There is a \$1,000.00 non-refundable application fee, this fee does not include the cost of recording the license with the Oakland County Register of Deeds or any City Consultant fees associated with preparation and or review of the license.

This license is granted for a specific use and within a specified term as checked above, subject to being terminated at any time and for any reason at the sole discretion of the City of Lathrup Village.

This license shall be subordinate to the right of the City of Lathrup Village to use said area for any public purposes.

The Licensee shall obtain right-of-way and Building Permits as required by the City for any work to be performed in the public right-of-way with design approvals for such work obtained from the Building Official. Licensee agrees to join any improvement district formed for the purpose of constructing improvements within public right-of-way. Licensee is responsible for the maintenance and repair of the public right-of-way, together with improvements constructed therein, which the City of Lathrup Village, in the exercise of its discretion, shall determine to be necessary to keep the same in a safe and clean condition. In the event that Licensee defaults in any of its duties as set forth herein, the City of Lathrup Village shall have the right, upon written notification to the Licensee, to perform duties to the City of Lathrup Village's standards and to recover all costs for performing duties from the Licensee. Further, Licensee waives any claim for damages sustained by Licensee and Licensee shall hold the City of Lathrup Village harmless for any claims, causes of action or damages asserted against the City of Lathrup Village for the work performed by the City of Lathrup Village pursuant to this paragraph.

Unless the property that is the subject of this license agreement is covered by a homeowner's insurance policy, Licensee shall at all times during the term hereof, carry public liability insurance for the benefit of the City with limits of not less than \$500,000 as may be amended from time to time, naming the City as **"Additional Insured"**.

Licensee shall maintain said public liability insurance coverage in full force and effect during the term of this License and shall furnish the City with a most current certificate of such coverage evidencing its validity. All insurance policies maintained pursuant to this agreement shall contain the following endorsement: **"It is hereby understood and agreed that this insurance policy may not be canceled by the surety until**

forty-five (45) days after receipt by the City of a written notice of such intention to cancel or not to renew. The Licensee shall show proof of this insurance to the City before this agreement is filed.

Licensee agrees to indemnify and hold harmless the City of Lathrup Village, its officers, employees, insurers, and self-insurance, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, death, property loss or damages, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this license, including but not limited to, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or part by the act, omission, error, professional error, mistake, negligence, or other fault of licensee or the City. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claim or demands at the sole expense of the licensee or, at the option of the City of Lathrup Village, licensee agrees to pay the City of Lathrup Village or reimburse the City of Lathrup Village for the defense costs incurred by the City of Lathrup Village in connection with, any such liability, claims, or demands. The licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false or fraudulent.

This license may be terminated by Licensee at any time and for any reason following delivery of a written notice of Licensee's intent to cancel. The City of Lathrup Village may terminate this license at any time and for any reason. Upon termination, Licensee shall at Licensee's expense, remove any improvements or encroachments from said property. The property shall be restored to a condition satisfactory to the City of Lathrup Village.

This license is subject to all state laws, the provisions of the Charter of the City of Lathrup Village as it now exists or may hereafter be amended, and the ordinances of the City of Lathrup Village now in effect or those which may hereafter is adopted.

Nothing herein shall be construed so as to prevent the City of Lathrup Village from granting such additional licenses or property interests in or affecting said public property as it deems necessary.

The conditions hereof imposed on the granted license of encroachment shall constitute covenants running with the life of improvements encroaching in public right of way, and binding upon Licensee. The encroachment shall terminate when the improvement has failed or out of compliance with required standards of performance or if it is revoked by the City, whichever comes sooner.

In any legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees.

If the structure for which this license was issued is removed for any reason, Licensee shall not continue to rebuild in the public right-of-way. The public right-of-way is for the general public benefit, and it is not for occupation or construction of encroachments.

The licensee waives any and all claims against the the City of Lathrup Village for loss or damage to the improvements constructed within the encroachment area.

The Licensee clearly understands the following actions of Licensee or his/her agents and employees shall automatically terminate and cancel this agreement:

1) Discontinuation of insurance coverage

2) Change of ownership or alteration of use from the original specific use in encroached area

3) Restriction of the City of Lathrup Village or its agents and contractors from access to its public land under the encroached area not occupied by a previously constructed building

Under these circumstances, the Licensee shall restore the right-of-way under the encroachment to its original or better conditions immediately and in accordance with the latest City standards for improvements of Public right of way.

THE OWNER ACKNOWLEDGES HE/SHE HAS READ THE CONDITIONS AND AGREES TO ABIDE BY SAME.

Owner's Name (Please Print)

Owner's Signature

Date

Sheryl Mitchell

From: Dave Palet <dpalet@md7.com>
Sent: Wednesday, January 16, 2019 4:25 PM
To: Sheryl Mitchell
Subject: American Tower Lease Extension and Signing Bonus
Attachments: 310966 -Sheryl Mitchell ATC Term Sheet(1).pdf

Dear Landlord,

American Tower is in the process of reviewing/auditing the financials for leases like yours. **We would like extend your lease for another 30 years and provide you with a \$2,000 signing bonus.** Our goal is to lockdown this site for years to come and prove to other carriers this site is stabilized, as we would eventually like to add Verizon and T-Mobile.

****PLEASE NOTE: This conditional offer expires on 1/22/19** and is for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all applicable parties.
Let me know if you have any questions.



Dave Palet

Lease Consultant
Authorized Agent for

American Tower Corporation

d: 858.775.0967

a: 10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130

e: dpalet@md7.com

This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.



January 16, 2019

Sheryl Mitchell
27400 Southfield Road
Lathrup Village, MI, 48076

RE: American Tower Site No. 310966 / Sunnybrook/Lathrup Village Rebuild Mi

Dear Valued Landlord,

As the leading independent operator of wireless and broadcast communication sites, American Tower understands the importance of maintaining long term relationships with landlords. We also firmly believe that it is in both of our best interests to grow and develop our partnership. Recently, an increasing number of Carriers have demanded a desire for better economics in order to continue to lease from American Tower.

In connection with this interest and our own desire to maintain a long-term relationship with you, American Tower has engaged Md7 to present you with an offer of as described below:

- A one-time signing bonus of \$2,000.00
- \$1423.00 per month commencing April 1, 2019
- 10% Term - 5 years escalation.
- Providing 6 terms of 5 years each, final expiration date will be February 2, 2073

American Tower values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me.

Respectfully,
David Palet
(858) 775-0967
dpalet@md7.com

Md7 | Lease Consultant

An authorized partner of American Tower Corporation

cc: Piero Maniaci Senior Manager, Land Acquisitions
American Tower Corporation

****PLEASE NOTE: This conditional offer expires and is for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all applicable parties.**

GROUND LEASE AGREEMENT
(CORPORATE)

1: Definitions of Terms Used in this Document

1.1 Landlord's Contact Person

Mr. Jeff Bremer
City Administrator
Lathrup Village
(248) 557-02600

1.2 Landlord

City of Lathrup Village
27400 Southfield Rd.
Lathrup Village, MI 48076
(248) 557-2600

WITH A COPY TO:

Matthew C. Quinn, Esq.
Cooper, Shifman, Gabe, et al.
1026 W. Eleven Mile Rd.
Royal Oak, MI 48067-2451

1.3 Name and Address for Payment of Rent

City of Lathrup Village
27400 Southfield Rd.
Lathrup Village, MI 48076

1.4 Taxpayer Identification Number

38-6021195

1.5 Leased Property

The leased real estate including easements which has a common address of 19101 West Twelve Mile Road and which are legally described on Exhibit A and are marked on sketches described on Exhibit B.

1.7 Commencement Date

JULY 10, 1998

1.8 Initial Term

Five Years

1.9 Term

The Initial Term and any extension term or year to year term described in Sections 2 and 3.

1.10 Lease

This Ground Lease Agreement including Exhibits A, B, and C.

1.11 Initial Rent

\$13,000.00 annually, payable
\$1,083.00 monthly

1.12 Tenant

AT&T Wireless PCS, Inc., a Delaware corporation, acting by and through its agent, Wireless PCS, Inc., a Delaware corporation d/b/a AT&T Wireless Services

1.13 Tenant's Contact Person

Anthony Amine Site Acquisition Director
248-386-7006

1.14 Tenant's Address

AT&T Wireless Services
26877 Northwestern Highway, Suite 350
Southfield, MI 48034

2. Terms and Options to Extend

2.1 Initially. Landlord leases the Property to Tenant for the Initial Term and on the terms and conditions of this Lease beginning on the Commencement Date at the Initial Rent.

2.2 Option to Extend. Provided Tenant is not in default, each term of this Lease shall be automatically extended for four (4) additional five (5) year terms at the annual rental and on the terms and conditions of this Lease below by giving, unless Tenant provides the Landlord with written notice of Tenant's intention not to extend the term at least sixty (60) days prior to the end of the then current term.

2.3 Rent During Extension Term. The annual rental for years one (1) through five (5) of the extension term shall be increased by the cumulative Consumers Price Index (CPI), for the prior five years as set forth below, payable in equal monthly installments; and for years six (6) through ten (10) of the extension term shall be increased by the cumulative CPI, for the prior five years, as set forth below, payable in equal monthly installments; and for years eleven (11) through fifteen (15) of the extension term shall be increased by the cumulative CPI, for the prior five years, as set forth below, payable in equal monthly installments; and for years sixteen (16) through twenty (20) of the extension term shall be increased by the cumulative CPI, for the prior five years as set forth below, payable in equal monthly installments.

Landlord and Tenant agree that in consideration of rental payments paid in advance by Tenant to Landlord, the actual rental payments paid in advance by Tenant to Landlord, the actual rental payment to be paid by Tenant during the five (5) years of the lease shall be One Thousand and Eighty Three Dollars (\$1,083.00) per month. However, all CPI calculations under the lease shall be based on a rate of One Thousand Five Hundred Dollars (\$1,500.00) per month for the first five (5) years.

For purposes of this Agreement the term "CPI" shall mean the Revised Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, for United States City Average, All Items (1982-84=100). If the manner in which the CPI is calculated shall be substantially revised or if the 1982-1984 average shall no longer be used, Landlord and Tenant shall select a means to adjust such revised index which would produce results equivalent, as practicable, to those which would have been obtained if the CPI had not been so revised. If the CPI shall become unavailable to the public because the publication is discontinued or otherwise, Landlord and Tenant shall select a comparable substitute index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency, or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication. In the event that the U.S. Department of Labor, Bureau of Labor Statistics, changes the publication frequency of the CPI so that a CPI is not available to make an adjustment for the period in question, the adjustment shall be based on the percentage increase in the CPI for the sixty (60) month period beginning with the closest month preceding the period in question for which the CPI is available. The CPI shall be calculated on a five (5) year term basis, and shall not exceed five percent (5%) for any annual period therein.

STANDARD PROVISIONS

3: Additional Yearly Terms

If at the end of the last extension term, this Lease has not been terminated by Landlord giving written notice to Tenant of landlord's intention to terminate this Lease at least six (6) months prior to the end of that term, then, unless Tenant terminates the Lease by giving written notice to Landlord prior to the end of that term, the Term of this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for subsequent annual terms and on the same terms and conditions until terminated either by Landlord giving written notice to Tenant of its intention to terminate this Lease at least six (6) months prior to the end of an annual term, or by Tenant giving written notice of termination before the end of the applicable term. Rent for the first of these annual periods shall be increased by the cumulative CPI, for the prior five years as set forth above, payable in equal monthly payments; rent for each successive annual period thereafter shall be increased annually by the CPI, for the prior year, as set for above, payable in equal monthly payments.

4: Methods of Payment

4.1 Rent Payment. On or prior to the Commencement Date, Tenant shall pay Landlord rent for the first calendar month of the Initial Term, adjusted on a pro rata basis from the Commencement Date.

4.2 Subsequent Monthly Rent Payments. Effective with the first (1st) day of the second (2nd) calendar month of the Initial Term, rent shall be payable monthly in advance on the first (1st) day of each calendar month.

4.3 Location for Payment. All rent shall be paid to Landlord at the Address for Payment of Rent or to another person, firm or place which the Landlord may from time to time designate in writing at least forty five (45) days in advance of a rent payment date. All rental payments made fourteen (14) days or later after they are due will be assessed interest at a rate of five percent (5%) per annum.

5: Use of Property

5.1 Tenant's Use of Property. Tenant may construct and operate an antenna tower and equipment enclosure building and related telecommunications equipment on and at the property, as specified in this Lease, in accordance with local rules and government regulations.

5.2 Landlord's Use of Property. Subject to the terms of a sublease between the parties, Landlord shall have the right to use the Property and the tower, on a nonprofit basis, to conduct broadcast operations for public health, safety, and other legitimate municipal governmental functions.

6: Tenant's Installation

6.1 Improvements. Tenant may install, subject to compliance with local ordinances and regulations and obtaining any required permits and approvals, an antenna structure, antennae, equipment enclosures, equipment, other personal property, fixtures cables, transmission lines, and utilities and make the other improvements shown on the site plan dated _____, 1998 (the Plans), a copy of which is attached hereto as Exhibit C. Tenant may from time to time replace any of these items with new or different items with the same or different specifications so long as their installation is otherwise in compliance with this Lease

and applicable laws, ordinances and codes and provided that with respect to the antennae tower and equipment enclosure building any replacements therefor shall not exceed the height and width dimensions shown in the Plans unless otherwise approved by Landlord in writing.

6.2 Workmanlike Construction. Tenant agrees that the installation will be completed in a neat, workmanlike manner consistent with good engineering practices. All costs of the installation, including, but not limited to, the cost of extending Landlord's electrical service to Tenant's equipment, will be paid by the Tenant.

6.3 Title to Various Items. Landlord shall, at all times, be the sole and exclusive owner of the Property. The Tenant shall at all times be the sole and exclusive owner of the antenna structure, antennae, equipment enclosures, equipment, other personal property, fixtures, cables, and transmission lines and other improvements installed by Tenant on the Property.

6.4 Ingress and Egress. Tenant and its authorized representative shall have the right of ingress and egress to and from the Property twenty-four (24) hours a day, seven (7) days a week.

7: Taxes, Insurance, Indemnification

7.1 Taxes. Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property or the Property, excluding any non-exclusive easements.

Tenant shall have the right to contest all taxes, assessments, charges, and impositions. If necessary, upon Tenant's request, Landlord will execute or join in any application necessary to have originals or copies of tax and assessment bills sent to Tenant.

7.2 Insurance, Indemnification and Waiver. Tenant shall carry the following insurance coverage, with insurance carriers reasonably acceptable to Landlord or provide Landlord with satisfactory evidence that Tenant is adequately self-insured. Insurance limits may be adjusted from time to time by the mutual consent of Landlord and Tenant, but in no instance shall the limits be less than those set forth below. Landlord shall be named as an additional insured on all policies and all policies shall bear an endorsement that Landlord be given thirty (30) days notice of cancellation or any material change in the coverage. At Landlord's request, Tenant shall provide Landlord with proof of insurance annually.

(a) Worker's Compensation Insurance: Tenant shall procure and maintain during the life of this Lease, workers' compensation insurance, including employer's liability coverage, in accordance with all applicable statutes of the State of Michigan.

(b) Commercial General Liability Insurance: Tenant shall procure and maintain during the life of this Lease, commercial general liability insurance on an "occurrence basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, personal injury and property damage. Coverage shall include the following extensions: (i) contractual liability, (ii) products and completed operation; (iii) independent contractor's coverage; (iv) broad form general liability extensions or equivalents; and (v) deletion of all explosion, collapse and underground exclusions.

(c) **Motor Vehicle Liability Insurance:** Tenant shall procure and maintain, during the life of this Lease, motor vehicle liability insurance, including Michigan no-fault coverage's, with limits of liability not less than \$2,000,000.00 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

(d) **Additional Insured:** The commercial general liability and motor vehicle coverage as described in paragraphs 9.2(b) and (c) shall include endorsements stating the following shall be "Additional Insureds": City of Lathrup Village, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof

(e) **Indemnification:** Tenant shall indemnify, defend and hold Landlords harmless from and against any claim of liability, loss or expense (including, without limitation reasonable attorney fees) from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Property by Tenant or its agents; excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Landlord or its agents. Landlord shall indemnify, defend and hold Tenant harmless from and against any claim of liability, loss or expense (including, without limitation, reasonable attorneys' fees) from personal injury or property damage resulting from or arising out of any condition of the Leased Property or any use and occupancy of the Leased Property by landlord or its agents; excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Tenant or its agents. Neither party shall have any obligations under this paragraph unless notified in writing of any such claim or loss within thirty (30) business days of receipt by the other party of notice of such claim or loss.

(f) **Waiver of Subrogation:** Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any other casualties insured against or required to be insured against hereunder (including deductible portions), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, and each party hereby waives any right of subrogation for all or any insurance maintained by either party. Each party shall cause each insurance policy carried by it hereunder to be written in such manner to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereunder in connection with any loss or damage covered by such policy.

8: Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

8.1 Title. Landlord possesses a fee interest in the Property which is not subject to any mortgages, liens, encumbrances, easements, or judgments. However, the property may be subject to covenants and restrictions of the subdivision within which the Property is located. Landlord does not have any knowledge of other title exceptions which might take precedence over Tenant's interest in the Property or impair Landlord's ability to lease the property to Tenant except for items disclosed in writing to and approved by Tenant.

8.2 Authority. Landlord has full authority to execute, deliver and perform this Lease.

8.3 **Zoning.** The Property is in compliance with applicable zoning laws.

8.4 **Solvency.** Neither Landlord nor, if Landlord is more than one person, any party constituting a part of Landlord, has filed or is contemplating filing (nor has there been filed or threatened to be filed against Landlord or any other party) any action under any state or federal bankruptcy, insolvency or other similar laws. Neither Landlord nor, if Landlord is more than one person, any party constituting a part of Landlord, is involved in any divorce proceedings. The Property is not involved in any probate proceedings.

8.5 **No Condemnations.** There are no condemnation proceedings threatened or instituted against the property.

8.6 **No Litigation.** There is no litigation or other proceeding pending or threatened affecting title to or the permitted uses of the Property.

8.7 **No Unrecorded Easements or Agreements.** There are no unrecorded easements or agreements affecting the Property.

9: Easements

9.1 **Granted.** For the Term of this Lease, Landlord grants Tenant the Access Easement, Utility Easements and Transmission Line Easements, if any, described in Exhibits A, B or C of this Lease and the Riders to the Memorandum of Lease. Landlord shall maintain the easements so that **each is reasonably available for Tenant's intended use**. If Landlord is unable to grant or obtain the required easements then, at Tenants option, this Lease may be terminated. A termination pursuant to this Section shall not create an obligation on the part of Tenant under the Termination provisions of this Lease.

9.2 **Modifications.** If as of the date of this Lease a Transmission Line Easement, an Access Easement or any necessary separate Utility Easement has not yet been finally located, Landlord agrees that upon the location of the easements, Exhibit A, B or C of this Lease and to the Riders to the Memorandum of Lease shall be amended to include these easements. In addition, if subsequent to the date of this Lease it is determined by Tenant that any Access, Transmission line or Utility Easement obtained does not or no longer adequately serves the Property and Terms use thereof, Landlord shall grant or obtain relocated easements as necessary and Tenant will release any easements which are no longer necessary. If Landlord is unable to grant or obtain any of the necessary easements, or to change the location of any of them as required above, then at Tenant's option this Lease may be terminated. A termination pursuant to this Part shall not create any obligation on the part of Tenant to pay rental pursuant to the Termination Part of this Lease.

** complete sublease or assignment*

10: Assignment

The Tenant may sublease or assign **this Lease**, or any of its rights under this Lease to an affiliate of Tenant or to another communications provider for telecommunications purposes. **Any other assignment or sublease by Tenant shall be with the prior written consent of Landlord which**

will not be unreasonably withheld or delayed and upon such assignment Tenant's liability under this Lease shall cease. As used herein, the term affiliate shall mean any parent or subsidiary corporation or other corporate affiliate of the general partner of Tenant or to another partnership having Tenant or any of the foregoing parties as a general or limited partner (each party hereinafter referred to individually as a "Permitted Assignee"), or from any Permitted Assignee to any other Permitted Assignee.

11: Defaults

11.1 By Tenant. In the event of default under this Lease by Tenant, Landlord shall be entitled to remedies provided under this Lease and as shall then be provided by Law except that Landlord shall not be entitled to distraint any personal property (including fixtures) on the Property; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default to Tenant and the nature of the default and Tenant shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default and Landlord elects to terminate this Lease, Landlord may do so effective three (3) months following Tenant's receipt of written notice to terminate provided however, that Tenant shall pay 110.% of the then current monthly rental during the six (6) month period. The parties acknowledge that the purpose of the six (6) month period is to provide the Tenant sufficient lead time to obtain an alternate acceptable site.

11.2 By Landlord. If Landlord defaults in any of its obligations under this Lease, Tenant shall be entitled to remedies provided under this Lease and as shall then be provided by Law; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Tenant shall give to Landlord written notice of default to Landlord and the nature of the default and Landlord shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Landlord fails to cure a default and Tenant elects to terminate this Lease, Tenant may do so effective three (3) months following Tenant's receipt of written notice to terminate provided, however, that in any instance that Landlord's default shall have resulted in Tenant's loss of any permit or approval required to conduct its broadcast operations at the Property, Tenant may terminate this Lease effective as of the end of the initial or subsequent thirty day cure period specified above.

12: Condemnation

Intentionally deleted.

13: Casualty

In the event the Property is destroyed or damaged in whole or in part by casualty during the term of this Lease and the Property is not repaired and restored within ninety (90) days from

the date of casualty, then, at Tenant's option (exercised by notice to Landlord) this Lease may be terminated as of the date of the event and no further rent (other than accrued but unpaid rent) shall be due under the Termination Section or any other Section of this Lease.

14: Quiet Enjoyment

Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenants shall peaceably and quietly hold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person, and Landlord shall perform all of its obligations under this Lease.

15: Subordination, Non-Disturbance and Attornment

15.1 Existing Encumbrances. Landlord shall deliver to Tenant executed originals of nondisturbance and attornment agreements with Tenant in a form satisfactory to Tenant, in Tenant's reasonable discretion, from any existing mortgage holder or other party holding an interest in the Leased Property which may take precedence over Tenant's interest in the Leased Property. Failure by the Landlord to deliver any required nondisturbance and attornment agreement, within thirty (30) days of the execution of this Lease shall entitle Tenant, at Tenant's option, to immediately terminate this Lease and to obtain a refund of all rent and any other amounts paid to Landlord, and, in any case, Tenant shall have no obligation to pay rent or other amounts under this Lease until Landlord delivers the executed nondisturbance and attornment agreement.

15.2 Subsequent Financing. Tenant shall enter into recordable subordination, non-disturbance and attornment agreements with the holders of any mortgage, trust deed, installment sale contract or other financing instrument dated after the date of this Lease, if the agreements are in form satisfactory to Tenant.

15.3 No Franchise Fee. The Landlord shall at no time, during this Agreement or any extension period thereof charge to Tenant nor be entitled to any franchise fee of any kind from Tenant, or any other fee, tax, surcharge, cost, obligation or demand of any kind, other than any payments set forth herein, provided the facilities subject to the Lease are utilized only for radio based wireless communication technologies and services.

16: Termination

16.1 By Tenant. In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this Lease: (a) at any time upon thirty (30) days' written notice to Landlord and payment of six (6) months' rental, (b) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's inability to secure necessary zoning and/or governmental approval for the uses of the Premises specified, or (ii) Tenant's having obtained a soil test which shows building conditions which in Tenant's judgment are unsuitable for Tenant's purposes.

16.2 Removal of Equipment. Upon the expiration of this Lease, or the earlier termination and cancellation of this Lease for any reason, Tenant may remove all of its

improvements, antennae, antenna structure, equipment enclosure, other personal property, and fixtures, including but not limited to transmitting and receiving equipment, transmitting and receiving antennae and transmission lines. In addition, Tenant shall remove the antenna structure foundation to one foot below ground level. All such removals shall be completed within ninety (90) days after the effective date of expiration or other termination. Tenant shall pay Landlord the then current monthly rent in advance for each thirty (30) day period, or a portion thereof (to a maximum of three (3) payments), until Tenant removes the improvements as required.

17: Cooperation

Landlord agrees to cooperate with Tenant in any effort by Tenant to secure any governmental permits necessary to use the Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant. During the term of this Lease Landlord shall take no action which adversely affects the uses permitted on the Property.

18: Lease Construction

This Lease shall be construed in accordance with the laws of the State of Michigan. In the event that any provisions of this Lease are legally unacceptable, the other provisions shall remain in effect.

19: Entire Building Understanding; No Oral Modification

All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

20: Successors; Separability

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord.

21: Notices

All notices, requests and other writings required under this Lease (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if Sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

22: Estoppel Certificates

During the Term of this Lease, either party shall, upon twenty (20) days' prior written request by the other, deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, in effect as modified and setting

forth the modifications and the dates of the modifications), the dates to which rent and other charges have been paid, and stating whether or not, to the knowledge of the party delivering the certificate, the requesting party is in default in performance of any agreement contained in this Lease, and, if so, specifying each default and whether there are any counterclaims.

23: Lease Memorandum

Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute and record, or re-record, a modified Memorandum of Lease or a supplement to the Memorandum of Lease. Tenant shall not be required to pay rent during any period in which Landlord refuses to execute a modification or supplement.

24: Performance

Time is of the essence in this Lease.

25: Broadcast Interference

25.1 Definition. As used in this Lease, "interference" with a broadcasting activity means:

(A) Interference within the meaning of the provisions of recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or

(B) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.

25.2 Removal. Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Property. Landlord shall take reasonable care to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees, or agents.

25.3 Subsequent Tenants. Tenant's broadcast activities shall always take precedence over the broadcast activities of any Subsequent Tenant. If Subsequent Tenant's broadcast activities are interfering with Tenant's broadcast activities, Subsequent Tenant shall immediately cease broadcast activities upon notice from Tenant until such time as interference has been removed to the satisfaction of Tenant.

Tenant will make all reasonable efforts to cooperate with, and will negotiate in good faith with, any subsequent tenant approved by Landlord for like broadcast operations at the same location. It is understood and agreed that (1) Tenant does not warrant that any tower constructed by it is structurally capable of supporting the equipment of a subsequent tenant; (2) Tenant shall

at all times have placement of its equipment at one hundred twenty(120) feet or higher elevation on any tower constructed on the Leased property, unless otherwise agreed by Tenant, (3) any equipment of a subsequent tenant shall not be placed within ten (10) vertical feet of Tenant's equipment; and (4) all costs associated with constructing a replacement tower, including all costs associated with placement of Tenant's equipment on such tower, will be the full responsibility of the subsequent tenant, and Landlord agrees that it will require the recognition of, and acquiescence to, this provision by any subsequent tenant as part of their lease.

In the event a subsequent tenant collocates its equipment on Tenant's tower, Tenant shall pay to Landlord Additional Rent per collocator ("Other Provider") in amount equal to the basic Rent due hereunder. Tenant's obligation to pay Additional Rent shall become effective as of the date that the Other Provider is obligated to pay rent under leases or other agreements entered into under Paragraph 10 and shall be payable by Tenant to Landlord within ten (10) days of receipt by Lessee of rent from the Other Provider.

26: Environmental Matters

26.1 Definition. For purposes of this Lease, "Hazardous Material: includes any hazardous, toxic or dangerous waste substance or material defined as in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

26.2 No Hazardous Materials. Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located, or disposed of on, under or at the Property or any part thereof of any other real property legally or beneficially owned (or any interest the beneficial interest in which is owned), in whole or in part, by the Landlord, and neither the Property, any part thereof nor any other real property legally or beneficially owned (or any interest or estate which is owned) by the Landlord (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Landlord) has ever been used (whether by the Landlord or, to the best knowledge of the Landlord, by any other person) as a dump site or storage site (whether permanent or temporary) for any Hazardous Material.

26.3 Tenant's Indemnity. Tenant indemnifies the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law, Michigan Act 307, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to or imposing liability or standards on conduct concerning any Hazardous Material) unless caused by Tenant.

26.4 Landlord's Indemnity. Landlord indemnifies the Tenant and agrees to hold the Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of and every kind whatsoever paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharge or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law by, Michigan Act 307 or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to or imposing liability or standards on conduct concerning, any Hazardous Material) unless caused by Tenant.

26.5 Survival. The provisions of and undertakings and indemnifications set out in this Section shall survive the termination of this Lease.

27: Arbitration

Any disputes arising under, out of, or in connection with or in any manner related to, this Agreement will be submitted to arbitration, to be conducted in Lathrup Village, Michigan in accordance with the rules and procedures of the American Arbitration Association as amended from time to time.

The arbitration panel shall consist of three (3) arbitrators (the "Panel"). Each of the parties to this Agreement shall select one (1) arbitrator and the two (2) arbitrators will select a third. A vote by two (2) of the three (3) arbitrators will constitute a decision by the Panel.

The Panel will have the power and authority to make such decisions and monetary awards as it deems appropriate, including granting damages and costs (including fees and expenses of the Panel and counsel) to the prevailing party, except that the Panel shall not have the authority to award punitive damages, to grant equitable relief, or to alter or modify any of the provisions of this Agreement. In arising at its decisions, the Panel will be free to consider all such matters, facts and principles as the Panel, in its sole discretion, will determine relevant to the dispute.

Any decision and award of the Panel will be final, binding and conclusive upon all the parties, and said decision and award may be entered as a final judgment of any court of competent jurisdiction. It is expressly agreed that arbitration as provided for in this Agreement will be the exclusive means for determination of all matters as provided above, and none of the parties will institute any action or proceeding in any court of law or equity, state, federal or international, other than respecting enforcement of the Panel's award under this provision. The foregoing sentence will be a bona fide defense in any action or proceeding contrary to this provision.

The arbitration procedures, including without limitation, determinations as to which items, if any, can be appealed from arbitration, will be determined in accordance with the laws of the State of Michigan, without giving effect to the principles of conflict of laws of Michigan.

AGREED as of the later of the two dates below:

LANDLORD

The City of Lathrup Village

By: _____

Name: _____

Title: _____

WITNESSED:

By: _____

Print Name: _____

By: _____

Print Name: _____

Date: _____

TENANT

AT&T Wireless PCS, Inc., a Delaware corporation, acting by and through its agent, Wireless PCS, Inc., a Delaware corporation d/b/a AT&T Wireless Services

By: _____

Name: Scott Santi

Title: System Development Director

WITNESSED:

By: _____

Print Name: _____

By: _____

Print Name: _____

Date: _____

LANDLORD'S ACKNOWLEDGMENT

I, THE UNDERSIGNED, a Notary Public in and for the County, in the State aforesaid, DO HEREBY CERTIFY that _____ is personally known to me to be the Mayor of the City of Lathrup Village, a municipality and body politic organized under the laws of the State of Michigan, and who is the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the instrument as his/her free and voluntary act on behalf of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of _____, 1998

Notary Public

_____ County, Michigan

My Commission Expires: _____

**EXHIBITS
TO
GROUND LEASE AGREEMENT**

TABLE OF EXHIBITS:

Exhibit A - Legal Description of Property

Exhibit B - Sketch of the Property

Exhibit C - Site Plan

EXHIBIT 'A'
LEGAL DESCRIPTION

OAKLAND COUNTY

LAND DESCRIPTION INQUIRY
FOR 40 24-14-126-007

01 T1N, R10E, SEC 14
02 PART OF NW 1/4
03 BEG AT PT DIST
04 N 89-55-30 W 365.00 FT
05 FROM N 1/4 COR,
06 TH S 00-04-30 W 60.00 FT,
07 TH S 21-24-55 W 261.55 FT,
08 TH N 89-55-30 W 130.52 FT,
09 TH N 00-04-30 E 303.72 FT,
10 TH S 89-55-30 E 226.36 FT
11 TO BEG 1.30 A

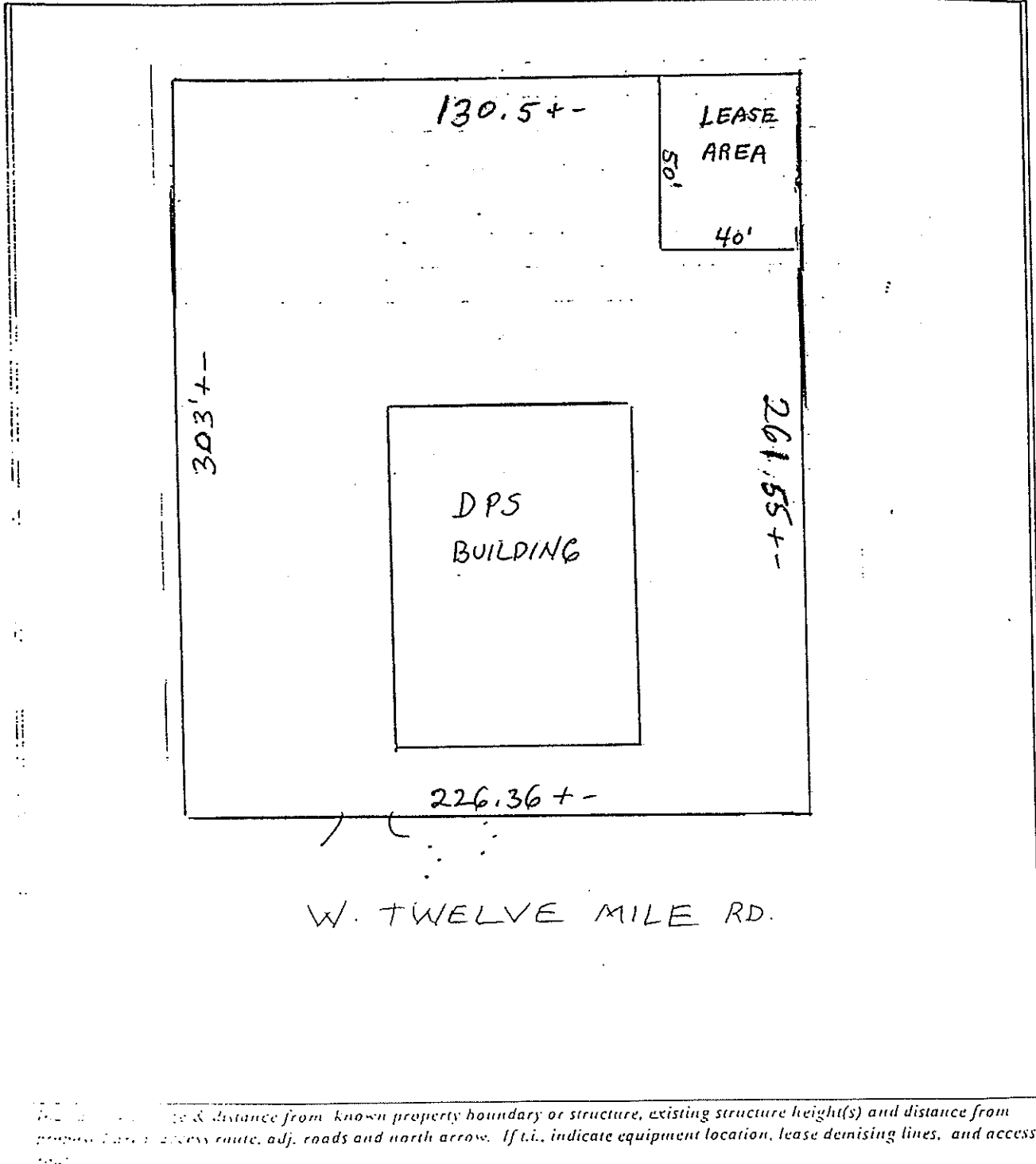
EXHIBIT 'B'

AT&T WIRELESS SERVICES, INC.

Site Information Sheet

Site Number: 3809C

Site Sketch



**LEASE AGREEMENT
EXHIBIT C
SITE PLAN**



COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FR: Sheryl L. Mitchell, City Administrator
DA: January 28, 2019

RE: **MOTION TO APPROVE RESOLUTIONS TO ADOPT AND IMPLEMENT THE PAVEMENT WARRANTY PROGRAM**

As part of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement (MCL 247.662, 247.663) that each local road agency in Michigan adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation (MDOT).

The resulting Michigan Local Agency Pavement Warranty Program is the statewide accepted format that local agencies can use for hot mix asphalt (HMA) and plain jointed concrete paving projects on public roads and streets, if they opt to utilize a warranty on a project.

This Warranty Program must be adopted by every community no later than September 18, 2019, and every community must consider a warranty on each project utilizing any state or federal funding that also includes \$2 million or more in paving-related components. Communities must annually report on projects with \$2 million or more in paving-related items, regardless of whether they implemented a warranty or not.

The overall goal of the Michigan Local Pavement Warranty Program is to have one standardized method for applying pavement warranties on local agency projects, which provides a consistent, quantifiable and transparent program that pavement contractors can recognize and implement the Local Pavement Warranty Program developed by the Task Force.

Suggested Motions:

- (1) To approve the resolution to Adopt a Local Pavement Warranty Program.
- (2) To approve the resolution to Implement Pavement Warranty Program

Motion by _____, Seconded by _____,

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

RESOLUTION TO ADOPT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS, the Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (Boilerplate, Concrete, HMA, Location, Pass-Through Warranty Bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs;

NOW THEREFORE BE IT RESOLVED, the City of Lathrup Village hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663;

BE IT FURTHER RESOLVED, this resolution is made a part of the minutes of the City of Lathrup Village meeting on January 28, 2019.

Approved on January 28, 2019 by:

YEAS: _____

NAYS: _____

ABSENT/
ABSTAIN _____

STATE OF MICHIGAN)

)ss

COUNTY OF OAKLAND

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Lathrup Village, Oakland County, Michigan at a regular meeting duly called and held on the 28th day of January, 2019, the original of which resolution is on file in my office, and that notice of said meeting was given, the meeting was held and the minutes filed in accordance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, as amended.

Yvette Talley

City Clerk

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

RESOLUTION TO IMPLEMENT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS, The Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding Package of 2015 that requires each city and village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the City of Lathrup Village adopted the Michigan Local Agency Pavement Warranty Program on January 28, 2019;

WHEREAS, the City of Lathrup Village agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds;

WHEREAS, the Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds, whether or not a warranty was utilized in the project;

WHEREAS, the City of Lathrup Village agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which the City of Lathrup Village adopted Implementation Policy defines the City of Lathrup Village’s intent of its pavement warranty program;

NOW THEREFORE BE IT RESOLVED, the City of Lathrup Village hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

Approved on January 28, 2019 by:

YEAS: _____

NAYS: _____

ABSENT/
ABSTAIN _____

STATE OF MICHIGAN)

)ss

COUNTY OF OAKLAND

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Lathrup Village, Oakland County, Michigan at a regular meeting duly called and held on the 28th day of January, 2019, the original of which resolution is on file in my office, and that notice of said meeting was given, the meeting was held and the minutes filed in accordance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, as amended.

Yvette Talley

City Clerk

October 25, 2018

Dear Mrs. Yvette Talley:

As part of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement (MCL 247.662, 247.663) that each local road agency in Michigan adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation (MDOT).

The resulting Michigan Local Agency Pavement Warranty Program is the statewide accepted format that local agencies can use for hot mix asphalt (HMA) and plain jointed concrete paving projects on public roads and streets, if they opt to utilize a warranty on a project. **This Warranty Program must be adopted by every community no later than September 18, 2019, and every community must consider a warranty on each project utilizing any state or federal funding that also includes \$2 million or more in paving-related components. Communities must annually report on projects with \$2 million or more in paving-related items, regardless of whether they implemented a warranty or not.**

To assist with the adoption of the Warranty Program, the League has set up a Local Agency Pavement Warranty Program webpage where you can download all the information necessary to adopt the program. <http://www.mml.org/advocacy/pavement-warranty/>

The overall goal of the Michigan Local Pavement Warranty Program is to have one standardized method for applying pavement warranties on local agency projects, which provides a consistent, quantifiable and transparent program that pavement contractors can recognize and implement.

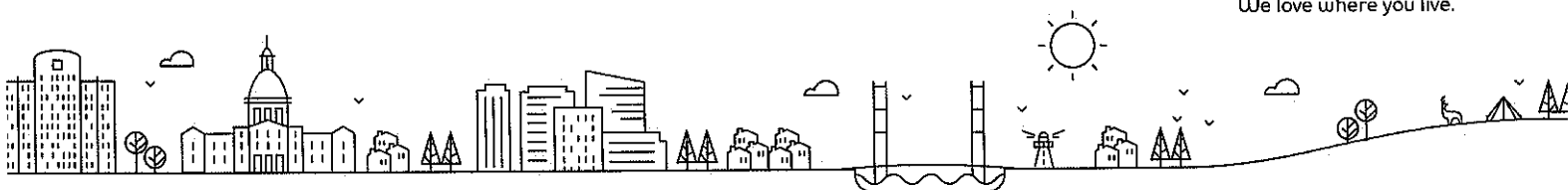
Program Components

The Local Pavement Warranty Program, as approved by MDOT, consists of the following documents and they can be found on the League's Local Agency Pavement Warranty Program webpage:

- Special Provisions (Boilerplate, Concrete, HMA, Location and a Pass-Through Warranty Bond)
- Warranty Bond Form and Contract Form
- Guidelines for Local Agency Pavement Warranty Program

The Program was developed over the last 30 months by the Local Agency Pavement Warranty Task Force including representatives of the Michigan Municipal League, County Road Association, MDOT, Federal Highway Administration-Michigan, Michigan's Local Technical Assistance Program (LTAP), municipal road agencies, legal counsels and industry representatives.

We love where you live.



Timeline for Warranty Policy Adoption

Local Pavement Warranty Program developed by the Task Force **must be adopted by your community on or before September 18, 2019.**

To adopt the Pavement Warranty Program, each community should adopt two separate Resolutions. First, a **Resolution to Adopt a Local Pavement Warranty Program** (*sample template and corresponding documents can be found on the League's webpage*) is needed to adopt the Local Agency Pavement Warranty Program and its accompanying documents. Second, a **Resolution to Implement a Local Pavement Warranty Program** (*sample template can be found on the League's webpage*) that defines the agency's intent to apply the warranty program consistent with the Local Agency Pavement Warranty Guidelines and report annually on each project that includes \$2 million or more in paving-related components *and* includes any state or federal funds.

The goals of the Local Agency Pavement Warranty Program are to meet the legislative mandate to implement it, as well as to standardize review and oversight of pavement warranty projects, and to have a program that is transparent and uniform for private-sector contractors.

To find the sample Resolutions and corresponding documents, please visit the League's Local Agency Pavement Warranty Program webpage. <http://www.mml.org/advocacy/pavement-warranty/>

Future Warranty Education Programs

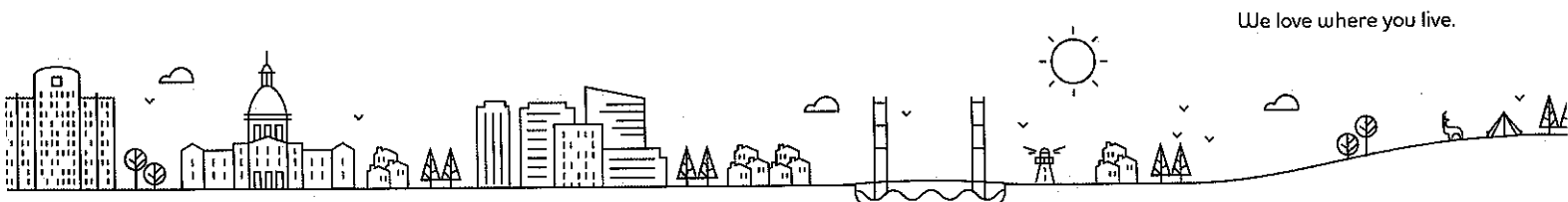
The Warranty Task Force has obtained a FHWA grant of \$74,000, which its Education Subcommittee will use to work with the Michigan Local Technical Assistance Program (LTAP) to conduct education and training sessions. Training will be designed for elected/appointed officials, administrators, as well as managers/directors, engineers and engineering technicians in both onsite sessions and online webinars during 2019. The League will work with LTAP to publicize these sessions.

If you have any questions about the Local Pavement Warranty Program, please contact John LaMacchia at (517) 908-0303 or at jlamacchia@mml.org.

Sincerely,



Daniel P. Gilmartin
Executive Director and CEO
Michigan Municipal League



<local agency name>

LOCAL AGENCY

PASS THROUGH WARRANTY BOND

Bond Number: _____

KNOWN ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called the "Principal" and _____ (hereinafter called "Surety") a corporation duly organized under the laws of the State of _____ and duly licensed to transact business in the State of Michigan, are held and firmly bound unto the <local agency name> (hereinafter called the "Obligee"), in the sum of \$ _____ dollars for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee, under Contract ID _____ and;

WHEREAS, the said Principal is required to guarantee the:

installed under said contract, against defects in materials or workmanship which may develop during the period of _____ years beginning the date of the Acceptance Date of Warranted Work by the Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his representative shall learn of such default and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the warranty period as herein set forth.

Signed this _____ day of _____ 20_____.

Contractor _____

By _____

Surety _____

By _____

PASS THROUGH WARRANTY CONTRACT

This contract ID number _____(Contract) is executed on the date signed below by the <Chairman of the Board?, Manager? Superintendent?> of the <local agency name> (Local agency) between the Warranty Contractor, Prime Contractor and the Department in conjunction with the execution of this contract ID number, between the Local Agency and the Prime Contractor.

(Warranty Contractor)

(Prime Contractor)

The work included within this Warranty Contract is, (Warranted Work), described here:

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Department under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Department under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Department consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Department under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Department fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: _____

By: _____

Title: _____

Title: _____

By: _____

Typed name _____

Local agency _____

Date: _____

GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

By
CRA Engineering Committee
Local Agency Pavement Warranty Task Force

Revised 8-13-2018

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PREFACE- Intent of the Local Agency Warranty Program

The Legislature (P.A. 175 of 2015) requires each local road agency to adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation. Warranties have the potential to improve the quality of road projects, benefitting the drivers, taxpayers and road agencies of Michigan

The intent of the Local Agency Pavement Warranty Program is to provide a warranty program that all local agencies can use for all hot mix asphalt and plain jointed concrete paving projects on public roads and streets. This pavement warranty program was created by the Local Agency Pavement Warranty Task Force, to establish a common pavement warranty program for all local agencies in Michigan. The goals of this Local Agency Pavement Warranty program is to standardize the review, to provide oversight of pavement warranty projects, and to make this program more transparent and uniform for private sector contractors.

This Local Agency Pavement Warranty Program is available for all local road agencies if they choose to use it. Local road agencies vary dramatically in size and sophistication; therefore the Local Road Warranty Task Force developed a warranty program to address the capabilities of the rural, the mid-sized urban and the large urban agencies. This approach provides a warranty program that meets the intent of Public Act 175 of 2015 (MCL 247.662 and 247.663), and provides all local road agencies with a pavement warranty program that provides value to the public.

The Local Road Warranty Task Force recognizes there may be substantial benefits and public confidence resulting from a comprehensive pavement warranty program. However, the existing pavement structure, drainage and planned improvements for each project will need to be evaluated on an individual basis to critically assess a justification or basis for a pavement warranty. Road agencies should anticipate increased project costs related to higher bid prices and costs for the warranty administration such as: pavement monitoring, defect documentation, official notifications, joint field inspections; defect remediation and dispute resolution.

The intent of this GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM, is to provide an overview and guidance on implementing a pavement warranty project. This guideline is intended for local agency use and it not intended to be a contract document.

GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

Pavement Warranty Reporting and General Warranty Project Selection

Acceding to PA 175 of 2015, all local road agencies must submit an annual report to the state for all projects where the pavement-related bid items exceeded \$ 2 million, regardless of whether or not the agency included a pavement warranty on the project. Each local road agency must submit and maintain its records to comply with the reporting requirements included in Appendix E.

The Task Force determined that the Legislature's intent for local pavement warranties is to provide assurances to elected officials and taxpayers in the use of the new funds arriving for road and bridge infrastructure. Assurances which include that local road projects would be held to a higher standard in the future.

At the same time, there are logical explanations why a local road agency may choose to not require a warranty such as unjustifiably higher costs for a warranted project that may or may not be affordable to the community and may or may not be justified by the scope of the project; recognition of a limit to the contractor's ability to bond for every project; some projects are simple preservation or resurfacing over an existing imperfect road base wherein the contractor cannot control such pre-existing conditions; and many other engineering factors that indicate a pavement warranty would not serve the taxpayer's best interests. Whether or not a warranty is selected on a project with \$2 million in pavement related items, this must be reported to the Legislature on an annual, state fiscal year basis.

The Legislature had the wisdom to specify that warranties would be left to the discretion and justification of the local road agency and its road engineering expertise. Agencies can waive a pavement warranty with a written justification. The agency's written justification identifies reasons such as project appropriateness, scope and type of project improvements, why this is in the best interest of the local agency, project cost justification, and effectiveness of the warranty provisions. It is highly recommended for all local road agencies with paving projects where the engineer's opinion of cost exceeds \$ 1.8 million in pavement related items that serious consideration should be given to include the pavement warranty special provisions in the project proposal prior to advertisement.

The Task Force does not believe the Legislature intended every local new construction, reconstruction, rehabilitation, and overlay road project to be warranted, and thus included the \$2 million threshold. Because pavement is the road component most likely to fail – and the area most aggravating to the motoring public – the Task Force believed the Local Pavement Warranty Program was intended to focus on pavement-related items. The Task Force has relied on customary and basic engineering principles in defining pavement-related items that are recommended for consideration of a warranty. As a result of the Local Agency Warranty Task Force believes the Michigan Legislature intended a local road agency to use its best judgment in requiring a warranty, consistent with the scope of the intended project and the ability to enforce it.

This Local Agency Pavement Warranty Program considers the vast array of project types and sizes. Local road agency projects often involve short stretches of pavement resurfacing to address a surface condition or safety concern. These types of projects are accomplished with very limited budgets, often with funding from non-MTF sources. In addition, often these types of projects do not address the subgrade, existing aggregate base or drainage systems; which all are major factors in determining the longevity of a pavement surface. If the road segment may

be subjected to a significant amount of overloads (higher than average daily truck counts and/or heavier than normal axle loading) during the anticipated warranty term, the road may not be a good candidate for pavement warranties. Therefore, the Local Agency Pavement Warranty Program is recommended for road segments designated as “all-season road” which are designed for year-round normal loading.

While the law indicates where possible a pavement warranty shall be secure when the paving project exceeds \$2 million, the Task Force recognizes project bids are often 10 percent over the engineer’s opinion of cost, and that a warranty requirement cannot be retroactively applied to a road project after the bids are opened. Thus, the Task Force has recommended the more conservative \$1.8 million engineer’s opinion of cost for pavement related items, as the point when the local agency decides if the warranty special provisions are included in the bid documents, rather than the \$2 million stated in the law.

The Task Force believes the Michigan Legislature was speaking in the context of new Michigan Transportation Funds for roads, which are exclusively state revenue sources, when it included the Local Agency Pavement Warranty Program alongside the new funding legislation in the 2015 Transportation Package. It also seems clear the Legislature was speaking not just to the new transportation funds, but also to the other road funds under its control, which includes the federal funds flowing through MDOT to the local road agencies.

The Local Agency Pavement Warranty Program also recognizes that if the only source of revenue for a local road agency paving or reconstruction projects is entirely locally derived revenue (non- Act 51 or Federal Funds) such as local general fund, millage revenue, special assessment districts or other locally raised revenue; then these projects will not be subject to the Local Agency Pavement Warranty Program reporting requirements.

It’s important to note that this Local Agency Pavement Warranty Program may also be used by that local road agency on any paving project regardless if the \$2 million dollar threshold for pavement related items has been reached or not. This approach ensures that Local Pavement Warranties can be used on any project with any funding source, including Michigan Transportation Funds, and can utilize the same requirements to provide greater understanding and transparency to contractors, stakeholders and the public.

Warranty Contract Process

For those construction projects advertised and let through the MDOT Local Agency Programs, the construction contract is between the prime contractor and MDOT. The prime contractors’ surety company names MDOT as the obligee in the performance bond in the original contract. For Local Agency Pavement Warranty projects, an additional warranty contract and pavement warranty bond will be required prior to award, see Appendix D. The bid proposal shall include a contract consistent with the model contract and bond form shown in Appendix D. These documents will serve as the contract and warranty bond between the local road agency and the paving contractor for the warranty work. The warranty bond will be provided by the paving contractor in the name of the local road agency.

The MDOT Local Agency Agreement will reference the local road agency’s responsibility to administer the warranty portion of the contract. Upon the acceptance of the construction work, the prime contractor’s contract and performance bond with MDOT will be released and no longer in effect. At this point the warranty contract and warranty bond are triggered to begin the new contract for the warranted work during the warranty term.

The local road agency will be solely responsible for administering the warranty contract, inspection of warranted work during the warranty period, approving remediation work and seeking resolution through the warranty bond if the contractor is unresponsive in performing corrective work and declaring acceptance of all warranted / corrective work at the end of the warranty period.

General Guidelines of Local Road Agency Warranties

These General Guidelines are recommended for all local road agencies administering pavement warranties for public road and street construction contracts. The responsibility and authority for administering pavement warranties rest with the road owner and/or the local road agency that conducted the construction administration phase of the project.

To determine the pavement-related cost for a hot mixed asphalt pavement warranty project, the Local Agency is required to prepare an opinion of cost for all of the pavement-related items which include: the pavement, curb, shoulders, aggregate base, subbase and underdrain pay items. To determine the pavement-related cost for concrete pavements, the local road agency engineer is required to prepare an opinion of cost for all of the pavement-related items which include: pavement, curb, shoulders, joint sealing, dowel bars, load transfer devices, aggregate base, subbase and underdrain. If the total estimated cost of these pavement-related items exceeds \$1.8 million in the opinion of the Engineer, the local road agency should review the existing pavement variables, stated in the "Pavement Warranty Reporting and General Warranty Project Selection" section of this document, to determine if the pavement warranty special provisions should be included in the bid documents.

The contractor is responsible for correcting defects attributable to elements within the contractor's control. Each warranty specification includes condition parameters and distress thresholds to provide a basis for evaluating the warranted work. Each distress parameter includes threshold limits that, if exceeded during the warranty period, would trigger notifying the contractor to participate in a joint field investigation. Depending on the outcome of the investigation the contractor may be required to prepare a remediation plan to correct distresses that are attributable to its materials and/or workmanship or there may be a call for further investigation. If the agency and the contractor cannot agree, either side can call for a Conflict Resolution Team to resolve the dispute as described in the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Once a remediation plan is agreed-to by the local road agency and the contractor, the corrective action shall be performed. The corrective actions and/or repairs shall be performed to correct deficiencies in the warranted work in order to achieve acceptance at the end of the warranty period. If the contractor fails to perform the remediation work within specified timeframes, the local road agency shall notify the surety company to perform the work. Further, if a defect is declared as an imminent safety problem by the agency, the local agency may complete the work and seek reimbursement from the contractor or submit a claim against the warranty bond.

All required corrective action must be performed by the contractor at no cost to the owner. The condition parameter thresholds and warranty requirements may vary depending on the date the specification was developed; type of warranty; and the application to the construction work. It is important, therefore, to refer to the specific warranty special provision in the contract when administering warranties.

The warranty administration phase should follow the documentation procedures outlined in Appendix A, B, C, D and E of these guidelines. The warranty administration can be performed by qualified local agency staff members or under a consultant service contract.

Warranty Documents

The Local Agency Pavement Warranty consists of the warranty contract and warranty bond as well as the appropriate special provisions:

- Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty
- Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavement
- Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement
- Local Road Agency Special Provision for Pavement Warranty Information

The Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty establishes the common terms and definitions applied to pavement projects requiring a warranty. The Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavements warrants the Local Road Agency against specific defects in HMA pavements. The Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement warrants the Local Road Agency against specific defects in concrete pavements. Local Road Agency Special Provision for Pavement Warranty Information provides the beginning and ending locations for warranted work and the applicable warranty work requirements special provision.

Under the Local Agency Pavement Warranty special provisions the Prime Contractor is responsible for correcting defects in the pavement caused by elements within the contractor's control (i.e., the materials supplied, the workmanship, etc.), during the warranty period. The Pavement Warranty Contract Provisions and Warranty Bond may pass through to subcontractors, and with this the responsibility to correct warranty defects, at the direction of the Prime Contractor and upon written notice to the agency prior to the start of the work.

The contractor assumes no responsibility for defects that are design related unless the paving contract is design-build. When a defect is attributable to the materials and/or workmanship and/or the design, the responsibility for correcting the defect (or defects) will be shared by the agency and the contractor. The contractor is responsible for the percentage of fault attributable to the workmanship and/or materials, and the agency is responsible for the percentage of fault attributable to the design. Note: The agency may elect to require the contractor to provide the pavement design(s) in the contract documents and specifications. In this case, the Contractor shall also be responsible for the percentage of fault attributable to the pavement design.

Warranty Process

The process flow charts as shown in Appendix A describe the steps involved in the warranty administration process. The warranty term begins with the acceptance of the warranted work during construction of the project. Warranty Administration involves periodic condition inspections of the mainline pavement areas throughout the warranty term; joint field inspections; documentation of findings, official notifications; joint determination of defects; initiation of corrective action, inspection & documentation of the corrective action taken, filing those inspection reports as necessary, and if necessary a conflict resolution process. If at any time, a safety issue or significant defect is observed or reported, prior to a scheduled inspection, an interim inspection will be initiated by the agency. If emergency repairs are determined to be necessary the agency can perform these repairs without altering the contractor's responsibilities under the warranty contract.

A joint field review between the local road agency and the warranty contractor may be held to verify and confirm of findings documented during the various inspections. MDOT should be included in any official communication dealing with the warranty if the construction project had MDOT oversight. The findings of the final inspection at the end of the warranty term are distributed to the owner, (and MDOT if construction had MDOT oversight), the warranty contractor and the Surety Company.

The appeal process, when needed, involves assembling a conflict resolution team (CRT) to conduct investigations as needed to determine distress cause & effect and establish concurrence between the local agency and the warranty contractor regarding warranty compliance issues. More on the CRT can be found in the section j, Correction of Defects of the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

The final step of the process, after the project or warranty work has been deemed acceptable is closing out the warranty project through notification of the contractor, the bonding company and Local agency's Finance and /or Administration Division.

Rights and Responsibilities of the Local Agency

The agency administering the project should inform the appropriate local road agency maintenance staff about sections of roadway incorporated in a warranty contract. The local road agency has the right to perform, or have performed, routine and emergency reactive maintenance during the warranty period. Major planned maintenance projects conducted during a warranty period need to be evaluated in terms of possible impact to the ongoing warranty coverage.

If corrective work is required to bring the project back into compliance with the requirements found in the warranty special provisions; the local agency in charge of the construction project must approve the schedule, materials and methods of construction repair. If the contractor is unable to comply with this provision, or fails to comply with it to the local agency's satisfaction, the local agency reserves the right to arrange for the work to be completed at the contractor's expense. If this action by the local agency is required, it will in no way relieve the contractor from meeting the warranty requirements stated in the project documents.

The rights and responsibilities are further detailed in Section e, Rights and Responsibilities of the Agency in the Local Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Rights and Responsibilities of the Contractor

The contractor must provide a written work plan for any necessary corrective warranty work. A request for a work permit must be submitted through the local road agency's permit process and work should be coordinated with the construction inspection agency if different from the local agency issuing the permit. All corrective warranty work should be completed within the warranty term. If scheduling conflicts necessitate corrective work being completed outside of the warranty term, the local road agency shall be notified as soon as the contractor is aware of the conflict.

The rights and responsibilities of the contractor are further detailed in Section f. Rights and Responsibilities of the Contractor in the Local Agency Special Provision for Hot Mix asphalt and Concrete Pavement Warranty.

Supplemental Lien Bonds and Liability Insurance

In addition to the warranty bond that is in place, if corrective work is necessary the contractor must furnish supplemental lien bond to the local agency covering the corrective work. The Engineer is responsible for estimating the amount of the supplemental lien bond required. The amount should be approximately equal to the dollar amount of the corrective work. The contractor must also have liability insurance in place prior to performing corrective work during the warranty period. The contractor should not be allowed on-site to perform corrective work during the warranty period until the supplemental lien bond is in place and the proper insurances verified. Depending on the nature and scope of the corrective work, the local agency may waive this supplemental lien bond, but not the liability insurance.

Warranty Inspections

Warranty inspections are limited to only mainline pavement areas. There are two types of inspections conducted during the warranty period. The cursory inspection is a simplified inspection to quickly identify segments in the project that may have distresses that exceed threshold values. This cursory inspection normally does not require a lane closure and is conducted from the roadway shoulder estimating distress lengths and widths. The detailed inspection requires direct measuring and reporting of all observed distress in each segment. Traffic control may be required to complete the detailed inspection.

The minimum inspection frequency for the various warranty provisions are specified in the applicable warranty inspection guidelines, see Appendix B. The minimum number of inspections is dependent upon the warranty duration. The local road agency may elect to perform additional inspections over & above the recommended minimum interim inspections. The suggested time frames in the inspection guidelines allow local road agencies to notify the contractor regarding warranty compliance. Interim inspections may be delayed if weather makes it difficult to inspect the road or creates an unsafe condition. Final inspections shall be completed in a timely manner to ensure that there is enough time to document any thresholds that exceed the condition thresholds and notify the contractor prior to the expiration of the warranty.

The designation of lanes during the warranty inspection shall be detailed adequately so that it is clear to all involved in the warranty process which lane is being referenced. If necessary, a sketch should be included. It is important to use the same lane numbering designation for all inspections conducted throughout the warranty period.

If defects are found in any inspection, they should be carefully and accurately documented, even if the severity or number does not meet the threshold to require corrective work. These notes shall be kept in the inspection files and reviewed prior to all future inspections of the work. The inspectors of the work should pay specific attention to areas previously noted, record those defects, and list any changes in those defects differing from the last inspection.

Correction of Defects

If inspections during the warranty term show a defect has exceeded the allowable threshold as defined in either the Hot Mixed Asphalt or Concrete Warranty specification, the contractor shall be notified of the finding. The agency should call for a joint field investigation to determine the cause of the defect, and to discuss the best possible remediation of the problem. If additional forensic investigation is desired, the scope of the investigation, party or consultant to conduct

the investigation, and the cost split shall be agreed to by the engineer and contractor prior to scheduling the investigation.

If the contractor and engineer are in agreement, the Engineer shall send notice to contractor in writing the defect(s), location(s), recommended remediation and a request for a schedule to complete the work. The contractor will reply back to the Engineer, copying the local agency (and MDOT if MDOT had original construction oversight) with a schedule to complete the work. The local agency will issue a permit to the contractor to complete the warranty work according to the Local Agency's Right-of-way permit policy. The contractor will complete the work under the inspection of the Engineer.

If the contractor and engineer disagree, then a Conflict Resolution Team (CRT) may be convened. The CRT will be made of:

- One (1) member selected, and compensated by the agency.
- One (1) member selected and compensated by the contractor.
- One (1) member mutually selected by the Agency and the contractor.
Compensation for the third party member will be equally shared by the agency and the contractor.

At least two members of the CRT must vote in favor of a motion to make a decision. If the CRT decides to conduct a forensic investigation, the CRT will determine the scope of work and select the party to conduct the investigation. All costs related to the forensic investigation will be shared proportionately between the contractor and the agency based on the determined cause of the warranty defect condition.

Emergency Repairs

When the agency determines that emergency repairs of the warranted work are necessary for public safety, the agency or its agent may take immediate and sufficient repair action to address the imminent danger and to safeguard the traveling public. Prior to emergency repairs of warranted work, the agency will document the basis for the emergency action. In addition, the agency will preserve all documentation of the defective condition, including failed materials samples if applicable.

Once the imminent danger to the public has been addressed, the local road agency shall notify the contractor to explain the situation, identify the work temporarily done by the agency, and to what further actions need to happen to return the warranted work and pavement to threshold compliance. A joint inspection may be called to investigate the situation.

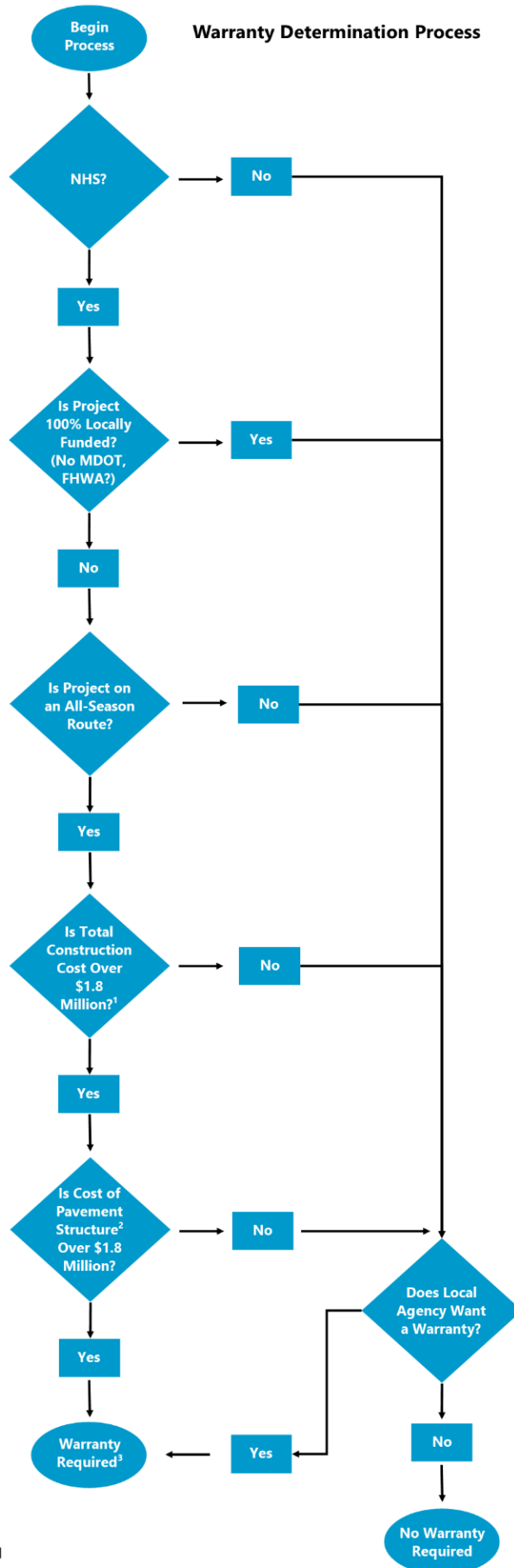
The emergency repairs of warranted work by the contractor must be authorized by the agency's engineer.

Should the contractor be unable to perform the emergency repair to the agency's satisfaction and/or within the time frame required by the agency, the agency will perform, or have performed any emergency repairs deemed necessary. Any such emergency repairs undertaken will not relieve the contractor from meeting the warranty requirements. Any costs associated with the emergency repairs will be paid by the contractor when due to a cause from defective materials and/or workmanship.

APPENDIX A

Flow Charts

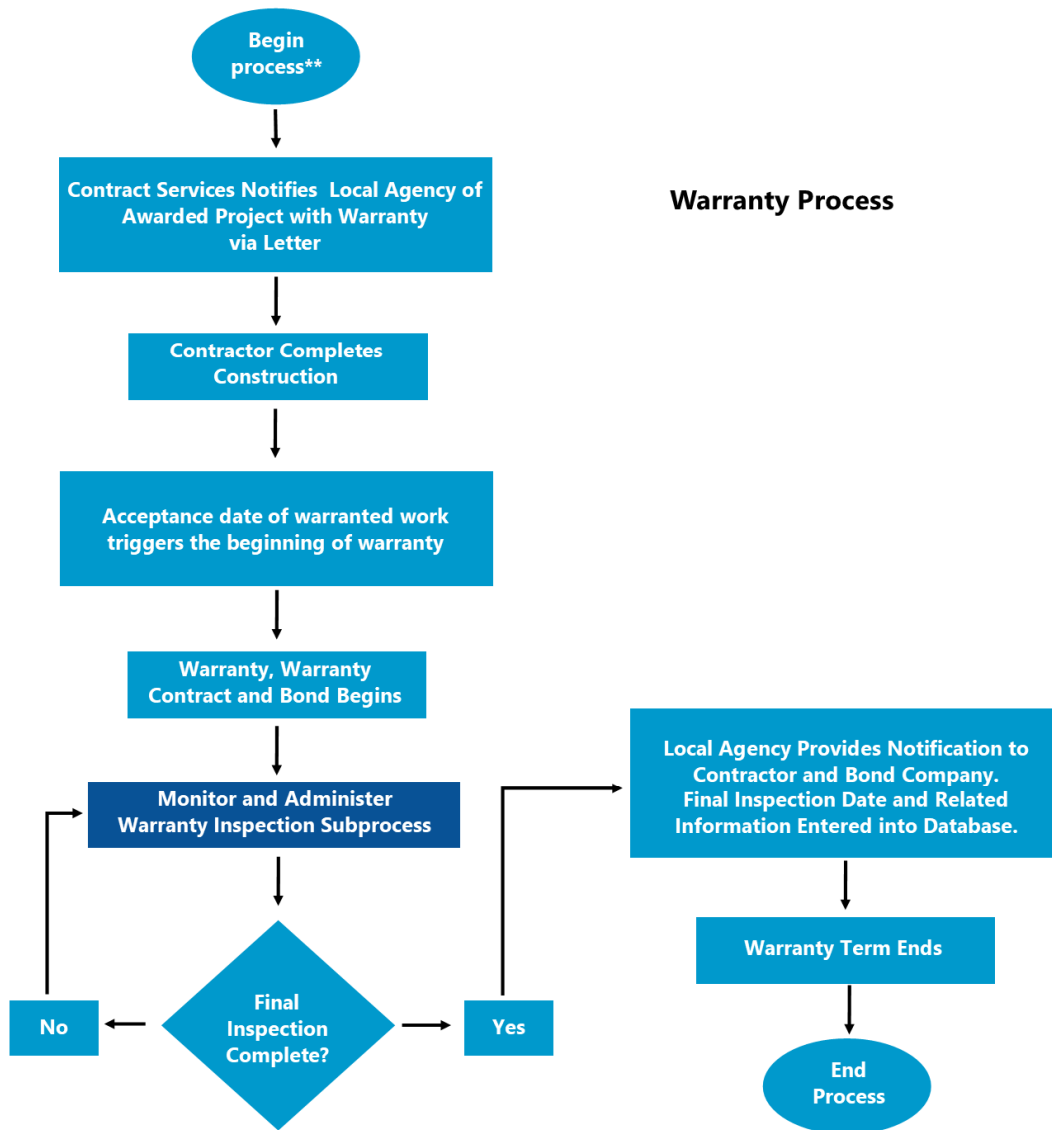
Warranty Determination Process



¹Use \$1.8 million as cost to account for bid variability.

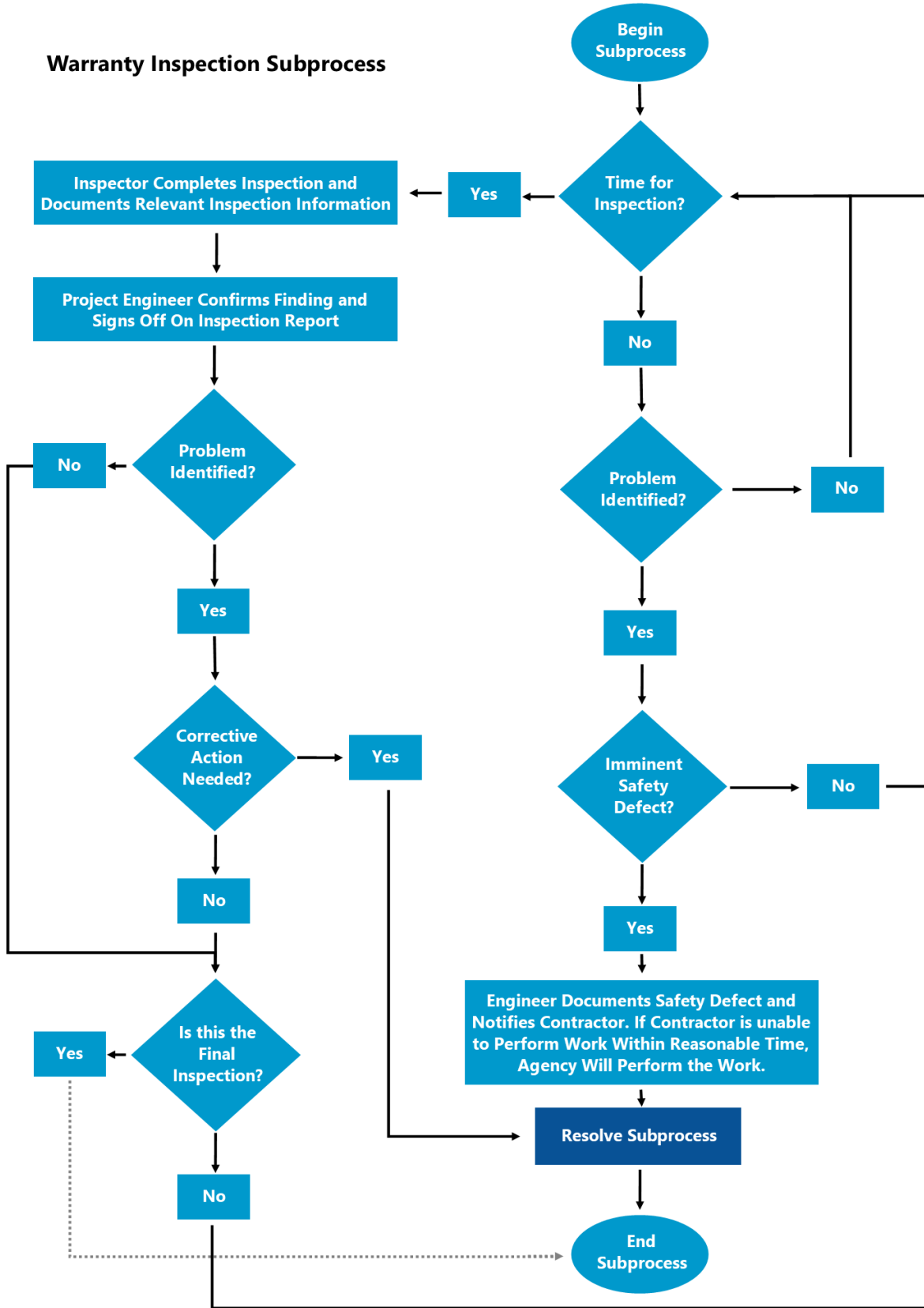
²Pavement structure as defined by MDOT Standard Specifications includes: HMA or concrete pavement, curbs, shoulders, aggregate or granular base, subbase and underdrain.

³If a local agency waives a warranty, an explanation will need to be reported.

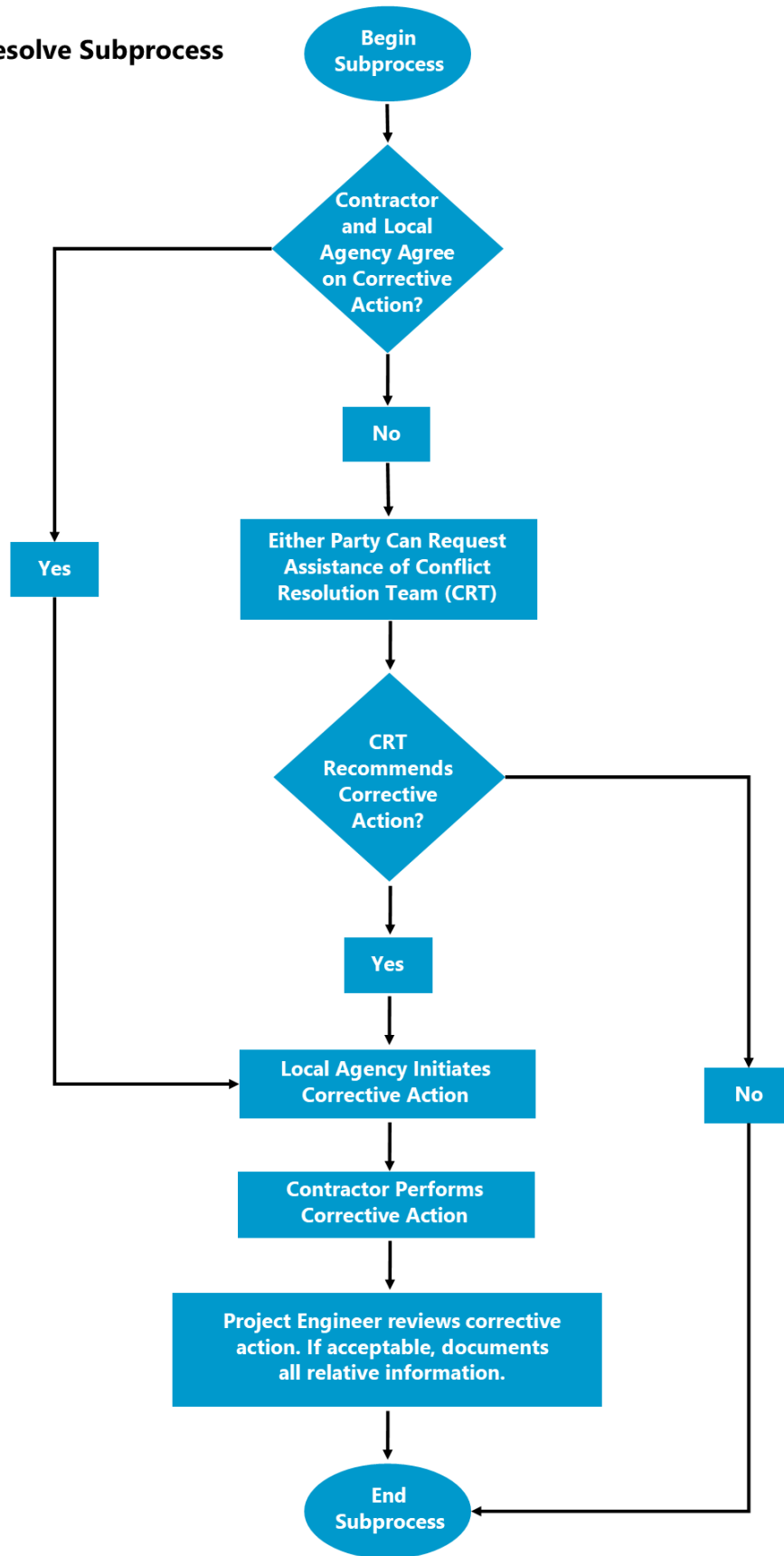


**This is the process if MDOT has oversight and/or MDOT let bid.
 If project is locally let, with no MDOT oversight, the local agency shall determine the process.

Warranty Inspection Subprocess



Resolve Subprocess



APPENDIX B

Inspection Guidelines

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA NEW CONSTRUCTION / RECONSTRUCTION

Warranty period: 5 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a

particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any single segments.
 - b. Longitudinal Cracking exceeds 10 percent of the segment length (53 feet within 528 feet) for any single segments.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and

- b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
5. If **all** conditions above are false:
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
**HMA CONSTRUCTION OVER AGGREGATE BASE
WITHOUT BASE OR DRAINAGE IMPROVEMENT**

Warranty period: 3 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 32 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet

thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this “straightedge” across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a “windshield” survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment..
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.

- g. Any amount of alligator cracking.
- 4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
- 5. If **all** conditions above are false,
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

- 1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
- 2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
- 3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
- 4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
- 5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
- 6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA OVERLAY

Warranty period: 1 Year

Inspection Period Begins: Final - 10 months after Initial Acceptance
(Local Agency may do additional inspections such as at 6 months after initial acceptance, after spring break up, etc.)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure:

1. Perform **overview inspection**. Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required**. Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Only count cracks that are not “reflective” from a prior crack or joint. Count all transverse cracks that cannot be positively identified as “reflective” or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2” or less.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Only count cracks that are **not** “reflective” from a prior crack or joint. Count all longitudinal cracks that cannot be positively identified as “reflective” or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2” or less.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.

5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.
7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 3 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 3 segments. Ignore all reflective cracking. All reflective cracking shall be ignored as these will not count against the allowable amount.

- c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
4. If **any** condition above (in item 2) is estimated to be true:
- a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
5. If **all** conditions above are false,
- a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
NEW/RECONSTRUCTED JOINTED PLAIN CONCRETE PAVEMENT

Warranty period: 5 Years

Inspection Period Begins: Interim -30 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

- Notes:**
1. **Segment** - 528 feet in a specific driving lane. For inspection a segment begins at the point where the joint sealant failure or pavement distress begins to appear and extends for 528 feet from that point.
 2. **Slab** - The pavement outlined between consecutive transverse joints and longitudinal joints or a longitudinal joint and the outer pavement edge. Segments consist of one or more slabs.
 3. **Driving Lanes** - Each of the following is considered a Driving Lane.
 - a. Each individual mainline lane.
 - b. The sum of all ramp lanes and associated acceleration/deceleration lanes.
 - c. The sum of all auxiliary lanes, such as passing lanes and turn lanes.
 4. **Condition Parameters** - Each condition parameter has a threshold level applied to each segment and a maximum number of defective segments before corrective action is required. A segment is defective if the threshold level is exceeded.
 5. **Longitudinal Joint Designation** - All inspections relate to the driving lane as defined in the warranty special provision. For tallying joint sealant failure and pavement distress (spalling), consider the entire perimeter of the slab in all cases. The condition parameter of the full joint associated with the slab being evaluated is considered even though two adjacent slabs may share the same interior longitudinal joint.
 6. The contractor will not be required to take corrective measures as a result of the interim inspection unless the Engineer determines emergency repairs are needed for public safety. Any faults or distresses noted will be logged and verified with the final inspection.

- Procedure:** For both **INTERIM & FINAL** inspections
1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
 2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contractor written notice of the distresses and locations needing corrective work.

Overview Inspection Procedure:

1. Review any notes from previous inspections of the work.
2. Perform a “windshield” survey of the entire project length. Inspect all driving lanes. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. Estimate the distress quantity. Also include a description of distress in general terms (i.e. minor amounts of longitudinal cracking; every joint has loss of sealant).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. If this is an **interim** or other non-final inspection, Put notes in file and STOP HERE.
4. If this is the final inspection, estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 2 total for any 1 segment. (2 cracks within 528 feet).
 - b. Longitudinal Cracking exceeds 5 percent (5%) of the segment length (26 feet within 528 feet) for any 1 segment.
 - c. Map Cracking exceeds 10 percent (10%) of the segment area (632 square feet within 528 longitudinal feet assuming 12 foot lane width) for any 1 segment.
 - d. Spalling exceeds 10 percent (10%) of each slab. Can be non-contiguous. Include all 4 sides of the slab.
 - e. Scaling exceeds 15 percent (15%) of the slab area.
 - f. Corner cracking exceeds 1 for any 1 segment.
 - g. Joint Sealant failure exceeds 10 percent (10%) total joint length in a segment. Include both longitudinal & transverse joints
 - h. Any shattered slabs.
5. If any condition above is true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
6. If all conditions above are false and this is the final inspection, recommend Final Acceptance.

Detailed Inspection Procedure: This will be done at **FINAL** inspection when distresses are estimated to be at threshold levels, and at **INTERIM** inspections as directed by the engineer.

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.

2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. Map Cracking
 - d. Spalling
 - e. Flushing
 - f. Scaling
 - g. Joint sealant failure
 - h. Shattered slabs
4. Determine if any of the threshold limits for the various distresses are exceeded.
5. Warranty work is required at those segments for which any of the threshold limits are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

APPENDIX C

Inspection Forms

Under Development

The inspections forms have not been developed to-date; the Task Force Education Committee is working with LTAP to create inspection forms compatible with the RoadSoft program to enable tracking the warranty inspection forms to the actual location along a road segment

APPENDIX D

Model Pavement Warranty Contract and Bond Forms

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
PASS-THROUGH WARRANTY BONDS

LM

1 of 1

9/5/2017

a. Description. This special provision establishes the conditions under which and method for a contractor to assign responsibility for the warranty obligations and the providing of a warranty bond to a warranty contractor(s). Second tier subcontractor assignments are prohibited.

b. Requirements. Ensure the Warranty Contract(s) and warranty bond(s) are on forms provided by the Local Agency. Ensure the bonds meet the requirements of Michigan law and of the Local Agency and include other items such as the powers of Attorney and Endorsement as specified by the Local Agency.

c. Method. The assignment must be made to the warranty contractor(s) that will perform the work covered by the warranty. If for any reason after signing the Warranty Contract and providing the Warranty Bond, the warranty contractor does not perform the work, the warranty contractor will remain obligated for the warranty obligations and the warranty bond obligations will remain in effect unless the Local Agency consents in writing to substituting a different contractor to assume those warranty obligations and accepts a substitute warranty bond.

The assignment of warranty work must be designated with and at the time of electronic bid submittal. To become a warranty contractor responsible for the warranty obligations of the contract, and providing a warranty bond, the warranty contractor must complete and submit to the Local Agency a Warranty Contract and a Warranty Bond for each warranty it will be responsible for. Ensure the Warranty Contract is signed by an authorized signer of the warranty contractor, as identified in its prequalification application.

Submit the Warranty Contract and Warranty Bond to the Local Agency prior to award of the construction contract to the prime contractor for the work to which the warranty applies. Ensure the warranty contractor is prequalified in the work classification for the type of work to be warranted. The Warranty Bond must guarantee performance of all warranty obligations for the covered work, in accordance with the Warranty Contract. All provisions of the prime contract will be applicable to the warranty contractor in regard to the warranty work, except as otherwise expressly provided in the Warranty Contract.

Under no circumstances does the assignment of the warranty work and the execution of a Warranty Contract create any obligations to the Local Agency beyond the obligations undertaken in the prime contract. The purpose of the Local Agency accepting the assignment of warranty obligations is to allow a warranty contractor to stand in place of the prime contractor for purposes of the warranty work without increasing any obligation or liability that the Local Agency would have had if the prime contractor had not assigned the warranty work.

d. Measurement and Payment. This work will not be paid for separately, but will be included in costs for other pay items.

<local agency name>
LOCAL AGENCY
PASS-THROUGH WARRANTY BOND

Bond Number: _____

KNOWN ALL MEN BY THESE PRESENTS

That we, _____ (hereinafter called the "Principal" and _____ (hereinafter called "Surety") a corporation duly organized under the laws of the State of _____ and duly licensed to transact business in the State of Michigan, are held and firmly bound unto the _____ *<local agency name>* (hereinafter called the "Obligee"), in the sum of \$ _____ dollars for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee, under Contract ID _____ and;

WHEREAS, the said Principal is required to guarantee the:

installed under said contract, against defects in materials or workmanship which may develop during the period of ___ years beginning the date of the Acceptance Date of Warranted Work by the Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his representative shall learn of such default and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the warranty period as herein set forth.

Signed by: _____ day of _____ 20_____.

Contractor _____
By _____
Surety _____
By _____

PASS THROUGH WARRANTY CONTRACT

This contract ID number _____ is executed on the date signed below by the _____ of the <local agency name> between the Warranty Contractor, Prime Contractor and the Local Agency in conjunction with the execution of this contract ID number, _____ between the Local Agency and the Prime Contractor.

(Warranty Contractor)

(Prime Contractor)

The work included within this Warranty Contract is, described here:

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Local Agency under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Local Agency under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Local Agency consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and to the Local Agency for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Local Agency under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Local Agency fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: _____

By: _____

Title: _____

Title: _____

By: _____

Typed name: _____

Local Agency: _____

Date: _____

APPENDIX E

Reporting Forms

Under Development

Local Road Agencies Warranty Program Reporting

We have partnered with the Transportation Asset Management Council to modify the Investment Reporting Tool to provide an open and transparent reporting method for each local transportation agency. The reporting fields will be enabled as soon as the Local Agency Pavement Warranty Program is approved by MDOT

We have also partnered with the Michigan Technological University - CTT to modify the Roadsoft Program to provide a common data entry method for each local road agency. The Roadsoft warranty data fields will be imported into the TAMC ITR module to provide a statewide presentation of the warranty projects that exceed the \$ 2,000,000 threshold.

APPENDIX F

Education and Training

Under Development

Education of Local Road Agencies on Local Pavement Warranty Program

Since the passage of the 2015 Transportation Package, the CRA has been informing its members of the coming warranty requirement; the *Engineering Updates* provided by the CRA-MML Engineering Specialist have also described the imminent Local Pavement Warranty Program. The CRA provided updates about the Local Pavement Warrant Program at its nine regional Council meetings during fall-winter 2017-2018; at its County Engineers Workshop in February 2018; at its Highway Conference in March 2018, and at its Road Commissioners Conference in April 2018. The CRA is also developing this Guidance Document on Local Pavement Warranties to serve as the training manual for. The CRA has scheduled and dedicated a large portion of its annual 2017 Law Symposium to a session on Implementing the New Local Pavement Warranties on December 5, 2017; speakers include the legal counsel from the Road Commission for Oakland County and CRA-MML Engineering Specialist Steve Puuri. The CRA-MML Engineering Specialist Steve Puuri and two bond counsel representatives provided an update at the Michigan Concrete Association.

In addition, the Local Pavement Warranty Task Force has created an Education Committee that has been developing model agency adoption resolutions and training materials. The Task Force has partnered with the Local Technical Assistance Program to develop and conduct training program for decision makers and project staff. The Education Committee is poised to distribute adoption and training materials upon approval of the Local Agency Pavement Warranty Program by MDOT. Finally, the Task Force has developed this Guidance Document to assist local agency decision makers and project staff with implementing their Local Agency Pavement Warranty program.



COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FR: Sheryl L. Mitchell, City Administrator
DA: January 28, 2019

RE: **MOTION TO ACCEPT BID AND AWARD CONTRACT FOR REAL ESTATE PROFESSIONAL SERVICES FOR 19600 FOREST DRIVE**

The City of Lathrup Village's issued and Request for Proposals on November 1, 2018 to facilitate the sale of the property referred to as the "House in the Woods.". Bids were opened on December 7, 2018.

One (1) bid was received:

) Laura M. Bell / Signature Sotheby's International Realty

Deliverables include: providing a market analysis, developing a marketing plan, promotion, and showings. The term of a contract is 6 months, with the option of an additional 6 months at the discretion of the City.

Suggested Motion:

To accepts the bid and award the contract for real estate professional services for 19600 Forest Drive to Laura M. Bell / Signature Sotheby's International Realty.

Motion by _____, Seconded by _____,

CITY OF LATHRUP VILLAGE, MICHIGAN

RESOLUTION

Whereas, Since 1976, February has been recognized as BLACK HISTORY MONTH throughout North America; and,

Whereas, during this time we honor African-Americans for their contributions to history, and promote the study of African-Americans, traditions and music, encouraging all citizens to engage in various planned activities designed to educate and enlighten us on the significance of Black History, and,

Whereas, as we appreciate BLACK HISTORY MONTH, let us first look to Carter G. Woodson, founder of the Association for the Study of African American Life and History in 1915, and because of his efforts, we first celebrated Negro History Week in 1926, which later became known as BLACK HISTORY WEEK; and,

Whereas, this observance traditionally occurred February 11-17th, in conjunction with the birthdays of Frederick Douglas and Abraham Lincoln but the members of the Association for the Study of African-American Life and History and guardians of the Woodson legacy expanded that observance beginning in 1976, to a full month:

Now, Therefore, Be It Resolved, that Mayor Mykale Garrett and members of the Lathrup Village City Council encourage all residents to observe February as BLACK HISTORY MONTH, especially by participating in one of the many planned activities that several local, cultural and historical organizations, and educational institutions are conducting throughout this entire month.

I, Yvette Talley, City Clerk for the City of Lathrup Village, Michigan Oakland County, Michigan, do hereby certify that the foregoing resolution was adopted at a Regular meeting held on Monday, January 28, 2019.

Yvette Talley, City Clerk