

CITY COUNCIL

Hon. Kelly Garrett
Mayor

Hon. Bruce Kantor
Mayor Pro Tem

Hon. Ian Ferguson
Council Member

Hon. Saleem Siddiqi
Council Member

Hon. Donna Stallings
Council Member

CITY ATTORNEY

Scott Baker, Esq.
Baker & Elowsky
City Attorney



CITY COUNCIL

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

**REGULAR MEETING
AGENDA**

MONDAY, JUNE 17, 2019
Council Chambers
7:00 p.m.

ADMINISTRATION

Dr. Sheryl L. Mitchell
City Administrator

Pamela Bratschi
City Treasurer

Scott McKee
Chief of Police

Yvette Talley
City Clerk

Susie Stec
Comm. & Econ. Dev.
DDA Director

Christopher Clough
Parks & Recreation

AGENDA ITEMS

1. **Call to Order** by Mayor Garrett
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**

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

5. **Consent Agenda**
 - A. **Approval of Minutes** – May 20, 2019 Study Session
 - B. **Approval of Minutes** – May 20, 2019 Council Meeting
 - C. **Approval of Minutes** – June 3, 2019 Special Council Meeting
6. **Consider / Approval of Disbursement**
 - A. Disbursement Period 05.01.2019-05.15.2019: \$ 57,343.66
 - B. Disbursement Period 05.16.2019-03.31.2019: \$527,071.64
7. **Consider / Acceptance of the Department Reports**
8. **Public Comment** – Items not on the agenda

9. Action Requests:

- A. Consider / Approval – Sanitary Retention Tank and Grinder Pumps Operation and Maintenance Agreement with Oakland County (Water Resources Commissioner)
- B. Consider / Approval – Resolution to Approve Participation in the Oakland County West Nile Virus Fund Reimbursement Program 2019
- C. Consider / Approval - Resolution To Approve The Cost Participation Agreement For The 2019 Oakland County Local Road Improvement Matching Fund Pilot Program For The Resurfacing Of Westbound 11 Mile Road Project
- D. Consider / Approval – Resolution to Approve the Agreement for I.T. Services between Oakland County and City of Lathrup Village
- E. Discussion - Infrastructure Study Group - Sidewalk Recommendations
- F. Consider / Adoption – Infrastructure Study Group Sidewalk Recommendations
- G. Consider / Approval – Resolution for ACH and Electronic Transactions
- H. Consider / Approval – Policy for Automated Clearing House (ACH) Arrangements and Electronic Transactions of Funds
- I. Appointment to Downtown Development Authority – Jet Dhaliwal
- J. Appointment to Downtown Development Authority (Alternate) – Cory Fortson
- K. Consider / Approve City Hall Closing for Holiday on Friday, July 5th

11. City Administrator Report

12. City Attorney Report

13. Reports of Boards, Commissions and Committees

- a. Historic District Commission
- b. Planning Commission
- c. SEMCOG
- d. Infrastructure Study Group
- e. SOCRRA

14. Unfinished / New Business

15. Adjourn

CITY OF LATHRUP VILLAGE CITY COUNCIL STUDY SESSION MEETING MINUTES MAY 20, 2019

MINUTES OF THE STUDY SESSION MEETING OF THE CITY COUNCIL OF THE CITY OF LATHRUP VILLAGE HELD ON MONDAY, MAY 20, 2019 IN THE CONFERENCE ROOM SECOND FLOOR OF THE MUNICIPAL BUILDING 27400 SOUTHFIELD ROAD, LATHRUP VILLAGE, MICHIGAN.

The meeting was called to order at 5:35 p.m. by Mayor Garrett and Roll Call was taken.

Present: Mayor MyKale Garrett and Mayor Pro Tem Bruce Kantor

Council members Ian Ferguson, Saleem Siddiqi and Donna Stallings

Also Present: City Administrator Sheryl L. Mitchell, City Treasurer Pamela Bratschi, City Attorney, Scott Baker, Police Chief, Scott McKee and City Clerk, Yvette Talley

A. Called to Order by Mayor Garrett

B. ITEMS FOR DISCUSSION

A. Facility Rental Update

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

B. Sanitary Retention Tank

Dr. Sheryl Mitchell gave an overview and answered specific questions from City Council. Mayor Pro Tem Kantor asked that she look at all possible money savings options. Council member Ferguson said he will check with the person he knows regarding the tank to see if he has the proper certifications.

C. Agenda Items

Discussed the agenda items and corrections to the minutes.

C. Mayor and Council Comments

Council member Ferguson stated City Council should meet with Royal Oak to share ideas about infrastructure. City Attorney Scott Baker stated that the best way to deal with this issue is to put up a united front with surrounding communities which will make a stronger point to Oakland County.

Council member Stallings asked for an update on Dhaliwal's real estate. City attorney stated that the property owner was asked to improve the exterior building, dumpster and interior of the property. She has questions on sign Ordinance and she'll check with Matt Wojciechowski of Giffels Webster.

C. Public Comments

Marilyn Boladian – 17656 Roseland received a ticket while parked in front of her home. She said her vehicle was facing the wrong direction but feel as though she should not have received a ticket.

D. Adjourn

Meeting adjourned at 7:00 p.m.

Transcribed by Yvette Talley

Mykale Garrett, Mayor

Transcribed by Yvette Talley

City Clerk

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES MAY 20, 2019

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF LATHRUP VILLAGE HELD ON MONDAY, MAY 20, 2019 IN THE CITY COUNCIL CHAMBERS IN THE MUNICIPAL BUILDING 27400 SOUTHFIELD ROAD, LATHRUP VILLAGE, MICHIGAN.

The meeting was called to order at 7:08 p.m. by Mayor Pro Tem Kantor and Roll Call was taken.

Present: Mayor Mykale Garrett and Mayor Pro Tem Bruce Kantor

Council members Ian Ferguson, Saleem Siddiqi and Donna Stallings

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

Motion carried.

CO-19-88 CITY COUNCIL CONVENE AS ZONING BOARD OF APPEALS

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

Motion carried.

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

Please review Zoning Board of Appeals meeting minutes of February 4, 2019.

CO-19-89 CONSENT AGENDA

Approval of Minutes – Study Session April 1, 2019

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the minutes of the Study Session meeting on April 1, 2019.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-19-90 Approval of Minutes – Study Session – April 15, 2019

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES MAY 20, 2019

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the minutes of the Study Session meeting on April 15, 2019.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-19-91 Approval of Minutes – City Council Meeting – April 15, 2019

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the minutes of the Regular City Council meeting on April 15, 2019.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-19-92 Approval of Minutes – Joint Meeting – April 30, 2019

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the minutes of the Joint meeting on April 30, 2019.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-19-93 Approval of Minutes – Budget Study Session – May 6, 2019

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the minutes of the Budget Study Session meeting on May 6, 2019.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES MAY 20, 2019

CO-19-94 Approval of Minutes – Budget Study Session – May 13, 2019

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the minutes of the Budget Study Session meeting on May 13, 2019.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-19-95 APPROVAL OF CITY ADMINISTRATORS CONTRACT

Motion by Mayor Pro Tem Kantor, seconded by Council member Stallings to approve the City Administrators contract.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-19-96 APPROVAL OF DISBURSEMENT REPORTS

Motion by Council member Stallings, seconded by Mayor Pro Tem Kantor to approve the Disbursement Report of April 1, 2019 through April 15, 2019 totaling \$53,506.50.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-19-97 APPROVAL OF DISBURSEMENT REPORTS

Motion by Council member Stallings, seconded by Mayor Pro Tem Kantor to approve the Disbursement Report of April 16, 2019 through April 30, 2019 totaling \$476, 590.81.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES MAY 20, 2019

CO-19-98 CONSIDERATION OF A MOTION TO ACCEPT DEPARTMENTAL REPORTS

Susie Stec reported that the City won an award from Main Street Oakland County – Program on the rise community.

Chief Scott McKee said he was awarded a grant from the Michigan Association of Chiefs’ of Police to attend an International Association of Chiefs’ of Police conference in Chicago in October 2019.

Security cameras are installed and audio recording is at the Police and Administrative front counters. Signs are posted around the building informing the public of the surveillance. Received an award from the PTA at MacArthur Elementary School to acknowledge that City of Lathrup Village Police Department and Southfield Schools great partnership.

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

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CO-19-99 PUBLIC COMMENTS

Diane Anderson – thanked everyone for their support of the Lathrup Village Women’s Club 80th Anniversary. Invited everyone to their luncheon June 8th to celebrate their Anniversary.

CO-19-100 PUBLIC HEARINGS- FY 2019/2020 BUDGET

Mayor Garrett opened the public hearing.

No comments.

Mayor Garrett closed the public hearing.

CO-19-101 ACTION REQUESTS

- A. Consideration of Adopting a Proclamation for 80th Anniversary of Lathrup Village Women’s Club

Motion by Council member Siddiqi, seconded by Council member Stallings adopting a proclamation for 80th Anniversary of Lathrup Village Women’s Club.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES MAY 20, 2019

B. Consideration of Adopting a Proclamation Celebrating the 100th Anniversary of Giving Women the Right to Vote – 19th Amendment

Motion by Mayor Pro Tem Kantor, seconded by Council member Ferguson to adopt the proclamation celebrating the 100th Anniversary of giving women the right to Vote – 19th Amendment.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

C. Presentation Service Award – Keith Brown

Keith Brown commented on his award.

Motion by Council member Siddiqi, seconded by Council member Stallings to present Keith Brown with a service award.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

D. Consideration of Adopting a Proclamation recognizing Retirement of Margo Thompson Williams

Motion by Council member Siddiqi, seconded by Mayor Pro Tem Kantor to adopt the proclamation recognizing the retirement of Margo Thompson Williams.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

E. Consideration to Approve the Adoption of Park Rental Rules and Rates

Motion by Council member Stallings, seconded by Council member Ferguson to adopt the park rental rules and rates.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES MAY 20, 2019

F. Consideration to Approve the FY 2019-2020 Budget

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

Motion by Council member Stallings, seconded by Council member Ferguson to adopt the FY 2019/2020 Budget, General purposes tax levy, Refuse collection and Disposal tax levy, Downtown Development Authority, Annual Appropriations resolution, water rates and sewer rates.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

G. Consideration to Approve the resolution for Construction Contract with MDOT – 11 Mile Rd. Project (from Southfield Rd. to East City limits)

Motion by Council member Siddiqi, seconded by Council member Stallings to adopt the contract with MDOT 11- Mile Rd. project (from Southfield Rd. to East city limits)

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

H. Consideration to Approve the Appointments to SOCWA

Motion by Council member Kantor, seconded by Council member Stallings to adopt the appointments to SOCWA.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

I. Consideration to Approve the Appointments to SOCRRA

Motion by Council member Kantor, seconded by Council member Ferguson to adopt the appointments to SOCRRA.

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES MAY 20, 2019

CO-19-102 CITY ADMINISTRATOR REPORT

- Study Session on Monday, May 20th at 5:30pm in the Conference on the 2nd Floor. There is a ZBA Hearing/Meeting and Budget Hearing/Adoption as part of today's meeting.
- Special Dates –
 - Saturday, June 22, 2019 @ 9am – Special Council Meeting – FY 2018/19 Budget Amendments, Capital Improvement Plan, and Planned Unit Development (PUD)
- Infrastructure Study Group - Chair is Bruce Kantor. Members include: Jo Arnold Robinson, Hugo Cardenas, Mike Keenan, and Greg Ruvolo. The first meeting is scheduled for Thursday, May 22nd at 7pm in the Conference Room.
- Santa Barbara Water Main Project – is scheduled to begin early June to install a new 12-inch diameter water main along Santa Barbara from 11 miles north to Roseland, east on Roseland to Bloomfield, and north on Bloomfield to 12 mile. East/West lateral water mains will be connected to the new water main. The work will commence at 11 mile and work north through the summer. It is expected to complete the installation up to Roseland this summer and complete the work along Roseland in the summer of 2020.
- DTE Energy - Distributed letters to residents advising that they are attempting to address service dependability issues. They reported upgrading several transformers and equipment. They plan to launch a citywide tree-trimming effort in early 2020, as trees account for nearly 70% of the outages. They are also planning an Open House to talk about improvements and future projects.
- Archive Social – have activated the service to assist with the retention and retrieval of social media postings.
- Security Cameras – are installed in and around city hall. Notices have been posted to advise visitors.
- Road Commission – Southfield Road – met on May 13th with the Road Commission for Oakland County (RCOC) and the City of Southfield to discuss the Southfield Road reconstruction project. Next step is public hearing on Environmental Assessment Plan. RCOC indicated that it will take them at least a year to acquire the needed right-of-ways.
- City Administrator Vacation – Pam and I will be attending the Fiscally Ready Communities training in Roseville the morning of May 21st. I will be attending the MML women Leadership Summit in Lansing on Wednesday, May 22nd.

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES MAY 20, 2019

- Redevelopment Ready Community – Susie Stec is working on the updates needed to complete our recertification by December 31st. She is also working with Jill on the Capital Improvement Plan for the Planning Commission to consider.
- Parks and Facilities Rental – Chris Clough has provided new rental policies and rates for the Parks for the May 20th agenda. Plans are to present the policies and rates for room rentals at the June 17th council meeting. Chris has hired 3 summer interns to assist with events.
- Planning Commission – Next meeting is May 21st. Topics include Capital Improvement Plan and Planned Unit Developments (drive trough’s).

EVENTS / ACTIVITIES

- Southfield Memorial Day, Friday, May 24th - The City of Southfield will be holding our annual Memorial Day Ceremony on Friday, May 24 at 9am in City Council Chambers. The event is coordinated by the Community Relations Department and the Southfield Veteran’s Commission. New this year, we will be including veteran tributes. We would be happy to coordinate with you as we have done previously. Please feel free to give me a call at (248) 796-5130 to discuss further at your convenience. Thanks, Michael Manion.
- Memorial Day – Monday, May 27th – city offices will be closed. Garbage and yard waste pickup will be Tuesday, May 28th.
- Friday, May 31st, 5pm-7pm – Goldengate Park Clean Up. Volunteers are welcomed.
- Saturday, June 1st – Southfield Corridor Clean Up – Volunteer Project (looking for folks to sign up!) Registration at 8:30am. Clean Up 9am-11am
- June 3, 2019 – Lathrup Village Homeowners Association – New Resident Picnic
- June 21 – 23 – City Wide Garage Sale – residents can register and obtain a free permit and 2 free signs.
- Family Fun Friday, June 28, 6pm-8pm – Art Explosion
- Thursday, July 4th – city offices closed in observance of Independence Day.
- Caribbean Carnival Event – Saturday, Sept. 14 – in the planning stages.
- **Summer Concerts – Kick off Wed, June 26th 7pm**
 - June 26 Lord Yancy (Tenor Sax, Jazz)
 - July 3 Detroit Symphony Orchestra Youth Ensemble
 - July 10 Roots Vibrations (Reggae, Caribbean)

CITY OF LATHRUP VILLAGE CITY COUNCIL MEETING MINUTES MAY 20, 2019

July 17 Full Throttle (A Cappella 50s/60s)
July 24 Madelyn Grant (Soul/Neo Soul)
July 31 Nuevo Jazz Detroit (Latin Jazz)
Aug 7 Thornetta Davis (Blues)

CO-19-103 CITY ATTORNEY REPORT

None

CO-19-104 REPORTS OF BOARDS, COMISSIONS AND COMMITTEES

Mayor Pro Tem Bruce Kantor - Planning Commission meeting will be May 21st at 7:00 p.m. discussing and scheduling public hearings for the Capital Improvement Plan and the Planned Unit Development (PUD) which is an amendment to the Ordinance to allow PUD. Infrastructure committee will focus on roads which will require voter approval. They will meet May 22nd at 7:00 p.m.

Council member Donna Stallings – May 22nd SEMCOGG will have a Women’s Business Enterprise certification/orientation for more information call 248-858-0783.

CO-19-105 UNFINISHED/ NEW BUSINESS

Council member Ian Ferguson said Summer Stroll will be finalized in the near future. More information will be coming soon.

CO-19-106 ADJOURNMENT

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

Yes: Ferguson, Garrett, Kantor, Siddiqi, Stallings

No: None

Motion carried.

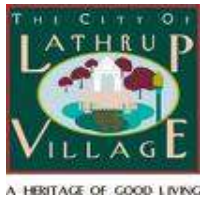
The meeting was adjourned at 8:40 p.m.

Transcribed by Yvette Talley

Mykale Garrett, Mayor

Transcribed by Yvette Talley

City Clerk



CITY OF LATHRUP VILLAGE

CITY COUNCIL SPECIAL MEETING

MINUTES

MONDAY, JUNE 3, 2019

MINUTES OF THE SPECIAL MEETING FOR THE CITY COUNCIL FOR THE CITY OF LATHRUP VILLAGE, MICHIGAN HELD ON MONDAY, MONDAY, JUNE 3, 2019, AT 6:00 P.M, IN THE 2ND FLOOR, CITY COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, 27400 SOUTHFIELD ROAD, LATHRUP VILLAGE, MICHIGAN 48076.

1. **Call to Order.** The Study Session was called to order at 6:00 p.m. by Mayor Garrett.

2. **Roll Call.**

PRESENT: Mayor Kelly Garrett
Mayor Pro Tem Kantor
Council Members Ferguson, Siddiqi, and Stallings

ABSENT: None

3. **Pledge of Allegiance**

4. **Approval of Agenda**

MOTION by Kantor, Second by Stallings to AMEND the agenda to include a proclamation declaring the first Friday in June as National Gun Violence Awareness Day to the Agenda. MOTION PASSED on an unanimous voice vote.

MOTION by Stalling, Second by Kantor to approve the agenda as amended. MOTION PASSED on an unanimous voice vote.

5. **Consent Agenda.** No Items

6. **Public Comment.** None

7. **Action Requests:**

- A. **Discussion – Update from Infrastructure Committee** – Mayor Pro Tem Kantor, who serves as the Chair of the Infrastructure Study Group provided an update. Distributed a copy of a rough draft of recommendations for Sidewalk and Road improvements. Will provide council with a copy of an anticipated timeline.

- B. **Consideration / Approval Contract Resolution to Accept Proposal and Approve Contract for Geotechnical Engineering Services (Core Boring \$22,100)** – Engineer Scott Ringler from Giffels Webster provided an overview of the project to provide 100 soil borings of asphalt and gravel roads. MOTION by Stallings, Second by Kantor to accept the proposal from G2 Consulting Group, LLC for Geotechnical Services and authorizing Giffels Webster to serve as Project Manager and sign the related documents. MOTION PASSED on an unanimous voice vote.

- C. **Discussion – Park Policies – Ordinance Updates** – Attorney Baker noted that the park policies adopted last month will need an update in the ordinance in order to be enforced. Attorney was seeking direction from Council on if the new ordinance should be enforced as a misdemeanor or a civil infraction and the recommended fines. Misdemeanors are at the discretion of the court and punishable by up to \$500 and 93 days in Oakland County jail. Council consensus was for civil infraction tickets, with fines of \$100 for the initial violation, and \$200 and \$300 for subsequent violations. Tickets would go to the 46th District Court. Tickets can be issued by Police: Recreation Director and Deputy Director; Director, Deputy Director and Foreman of DPS; and Code Enforcement Officer.

- D. **Proclamation Declaring the First Friday in June to be National Gun Violence Awareness Day.** MOTION by Kantor, second by Stallings to adopt the proclamation declaring the first Friday in June – June 7, 2019, to be National Gun Violence Awareness Day in Lathrup Village.

8. **City Administrator Report.** City Administrator provided updates on the Goldengate Park Clean Up, the Southfield Corridor Clean Up; Garage Sale (6/21-23); DTE Open House (6/6); New Resident Handbook is available; Historic District Commission meeting (6/10); and DDA is accepting applications.

9. **City Attorney Report.** Mayor Pro Tem asked for update Town Home project and the alley and landscaping. Attorney Scott reported that there have not been any communications from any of the parties.

10. Mayor and Council Comments

- A. Mayor Pro Tem Kantor – next Planning Commission meeting is June 18th and the main topic of discussion will be the Public Hearing for the Planned Unit Development addition to the Zoning Ordinance to allow for flexibility, such as drive throughs.
- B. Council Member Stallings noted that there have been complaints about dogs getting loose. Attorney Scott suggested that issues with animals get reported to the police for follow up.
- C. Mayor Garrett mentioned that Facebook and Villager are not the forum for getting concerns addressed. Residents should contact the city of the city officials.
- D. Council Member Ferguson reported that the Music in the Parks Concerts begins on June 26th with Lord Yancyy.
- E. Mayor Garrett announced that Yoga in the Park with the Mayor is coming back.
- F. Mayor Pro Tem Kantor asked about the wall at Chase Bank and if the wood fence is temporary.
- G. Mayor Pro Tem Kantor asked about the approach to Precise MRI and if there is any progress.
- H. Mayor Pro Tem Kantor asked Council Member Ferguson if there was any update on the Tank. Ferguson responded that someone looked at the tank and the structure, reviewed the upper and lower level, looked at the wet well. Indicated that he was expected a call before the next meeting regarding an operations and management proposal.
- I. Council Member Ferguson noted that Frank Selinsky was pleased that the fire pit bricks were repaired. Noted he has another concern regarding the decorative street sign on Lathrup Blvd

- and San Quentin that reportedly a DTE contractor struck and knocked it off at the base. A generic sign was installed. Also reported that a garbage truck hit the post at Catalpa.
- J. Council Member Stallings mentioned that at the Mackinac Policy Conference there were some inquiries about Marijuana licensing.

11. **Public Comment** – None

12. **Adjourn.** MOTION by Council Member Siddiqi to adjourn. No Other Business Having Come before them, The City Council adjourned the Special Meeting of Monday, June 3, 2019 at 7:28 p.m.

SUBMITTED BY:

Dr. Sheryl L. Mitchell, City Administrator

CITY OF LATHRUP VILLAGE
Disbursement Report

Period covered 5/1/2019-5/15/2019

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$14,563.92	Bratschi, Carlton, London, Mitchell Schultz, Talley
DDA	\$2,083.33	Stec
Bldg Mnt	\$0.00	
Police	\$38,064.12	Becker, Button, Carmack, Elhourani, Huston Imber, Knoll, Lask, Lawrence, McKee, Roberts Tackett, Tompkins Upshaw, Zang
DPS	\$0.00	
Water	\$965.62	Carlton
Recreation	\$1,666.67	Clough

Total Gross \$57,343.66

Deductions \$19,928.36

Net Payroll \$37,415.30

*** Fund Totals Include Gross Payroll**

General Fund	\$54,294.71
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	\$2,083.33
Water & Sewer Fund	\$965.62
Total	\$57,343.66

CITY OF LATHRUP VILLAGE
Disbursement Report

Period covered 5/16/2019-5/31/2019

Gross Payroll:

Payroll Department	Amount	Personnel
Admin	\$14,563.92	Bratschi, Carlton,London, Mitchell Schultz,Talley
DDA	\$2,083.33	Stec
Bldg Mnt	\$0.00	
Police	\$35,379.43	Becker, Button, Carmack, Elhourani,Huston Imber,Knoll,Lask,Lawrence, McKee,Roberts Tackett,Tompkins Upshaw, Zang
DPS	\$0.00	
Water	\$965.62	Carlton
Recreation	\$1,666.67	Clough

Total Gross \$54,658.97

Deductions \$19,355.48

Net Payroll \$35,303.49

*** Fund Totals Include Gross Payroll**

General Fund	\$191,191.79
Major Road Fund	\$53,271.62
Local Road Fund	\$51,576.30
Capital Acquisition Fund	\$27,580.01
Debt Service Fund SDS Bonds	\$0.00
Downtown Development Authority	\$8,077.88
Water & Sewer Fund	\$195,374.04
Total	\$527,071.64

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LATHRUP VILLAGE
 POST DATES 05/01/2019 - 05/31/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-206.000	TAX OVERAGE REFUND	ANDREW E. MEISNER	CC PAYMENT PAID TO THE CITY AND SHOULD	800.00	2723
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	MICHIGAN ST. DISBURSEMENT	CHILD SUPPORT	352.25	42565
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	POLICE & FIREMEN'S INS. GF	INSURANCE	56.34	42572
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	AFLAC	AFLAC INSURANCE	98.30	42588
101-000.000-232.000	EMPLOYEE PAYROLL-MEDICAL W/H	MICHIGAN ST. DISBURSEMENT	CHILD SUPPORT	352.25	42620
101-000.000-243.000	ENGINEERING DEPOSITS	GIFFELS-WEBSTER ENG INC	11 MILE AND LATHRUP BLVD DEVELOPMENT	362.50	42608
101-000.000-243.000	ENGINEERING DEPOSITS	GIFFELS-WEBSTER ENG INC	PLAN REVIEW FOR MICHIGAN FIRST EXPANSI	725.00	42608
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	CAROLISHA PIERCE	COMMUNITY ROOM DEPOSIT/ RE ISSUE WRONG	300.00	42527
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	LORETTA DELOACH	COMMUNITY ROOM DEPOSIT	300.00	42562
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	YVETTE WOODSON	COMMUNITY ROOM DEPOSIT	300.00	42584
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	ALBERT CARNES	COMMUNITY ROOM DEPOSIT	300.00	42590
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	ANGELA DAVIS	COMMUNITY ROOM DEPOSIT	300.00	42592
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	LISA WOODLAND	COMMUNITY ROOM DEPOSIT	375.00	42616
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	SUPPER CLUB	COMMUNITY ROOM DEPOSIT	100.00	42628
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	SYLVER STARKS	COMMUNITY ROOM DEPOSIT	200.00	42629
101-000.000-245.000	RENTAL SECURITY DEPOSITS HELD	CLIFTON GRANT	COMMUNITY ROOM EVENT THAT WAS AN HOUR I	50.00	42601
101-000.000-246.000	POLICE UNION DUES	COMMAND OFFICERS ASSN. OF	UNION DUES	66.36	42539
101-000.000-246.000	POLICE UNION DUES	POLICE OFFICERS ASSOC.	UNION DUES	582.92	42573
101-000.000-283.000	PERFORMANCE BONDS	JoBecks Custom Design, LLC	BD Bond Refund	150.00	42523
101-000.000-283.000	PERFORMANCE BONDS	Basement Cracks & Leaks	BD Bond Refund	150.00	42532
101-000.000-283.000	PERFORMANCE BONDS	STONIK SERVICES LLC	BD Bond Refund	150.00	42578
101-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	ICMA RETIREMENT TRUST-457	ICMA DEF COMP 457	2,693.91	42553
101-000.000-344.000	DEF COMP PAYABLE ICMA CLEARIN	ICMA RETIREMENT TRUST-457	ICMA DEF COMP	4,045.00	42612
Total For Dept 000.000				12,809.83	
Dept 100.000 GOVERNMENT SERVICES					
101-100.000-712.000	WORKER'S COMP INSURANCE	MICHIGAN MUNICIPAL LEAGUE	WORKERS COMPENSATION FUND	8,681.00	42564
101-100.000-726.000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	104.16	42622
101-100.000-803.000	MEMBERSHIPS & MEETINGS	BEAUTIFICATION COUNCIL OF	MEMBERSHIP FEE	20.00	42594
101-100.000-803.000	MEMBERSHIPS & MEETINGS	MACEO	MEMBERSHIP FEE	60.00	42617
101-100.000-803.000	MEMBERSHIPS & MEETINGS	ARRON CARLTON	MILEAGE REIMBURSEMENT	100.34	42593
101-100.000-803.000	MEMBERSHIPS & MEETINGS	LATHRUP VILLAGE WOMENS CLU	80TH ANNIVERSARY LUNCHEON	180.00	42615
101-100.000-803.000	MEMBERSHIPS & MEETINGS	PAMELA A. BRATSCHI	MILEAGE REIMBURSEMENT	98.95	42623
101-100.000-804.000	BUILDING TRADE INSPECTION	I.T. RIGHT	OFFICE HOME AND BUSINESS	249.00	42611
101-100.000-805.000	CABLE TELEVISION	C V STUDIOS	CABLE SERVICES PROVIDED	2,856.50	42597
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	CLS CONTINENTAL LINEN SER	LINEN CLEANING	80.63	42538
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	OAKLAND COUNTY HEALTH DEPT	REINSPECTION FEE FOR KITCHEN	65.00	42567
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	CLIFTON GRANT	COMMUNITY ROOM EVENTS	1,140.00	42537
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	CLIFTON GRANT	COMMUNITY ROOM EVENTS	660.00	42601
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	HORTULUS GARDENS	CHRISTMAS DECOR TAKEDOWN	270.00	42609
101-100.000-822.000	TRAINING	CARDMEMBER SERVICE	OFFICE SUPPLIES, CONFERENCES, COMMUNITY	263.07	42525
101-100.000-848.000	GOVERNMENT OPERATIONS	CARDMEMBER SERVICE	OFFICE SUPPLIES, CONFERENCES, COMMUNITY	165.75	42525
101-100.000-848.000	GOVERNMENT OPERATIONS	AUDREY ELIZABETH GROSMAN	HOT DOG MACHINE PURCHASE	100.00	42530
101-100.000-848.000	GOVERNMENT OPERATIONS	PREMIER BUSINESS PRODUCTS	PRINTER COPIES	748.19	42574
101-100.000-848.000	GOVERNMENT OPERATIONS	ADP, LLC	PROCESSING CHARGES	450.00	42528
101-100.000-848.001	TECHNOLOGY	CHALLENGER TECHNOLOGIES, I	SERVICE CALL, NETWORK/DATA	302.58	42599
101-100.000-850.000	TELEPHONE EXPENDITURES	PAETEC	TELEPHONE BILLS	600.55	42571
101-100.000-850.000	TELEPHONE EXPENDITURES	PAETEC	TELEPHONE BILL	394.64	42571
101-100.000-850.000	TELEPHONE EXPENDITURES	VERIZON WIRELESS	CELL PHONE BILLS	154.88	42633
101-100.000-850.000	TELEPHONE EXPENDITURES	BSB COMMUNICATIONS, INC.	ONSITE SERVICE FOR PHONE SYSTEM	576.95	42595
101-100.000-860.000	VEHICLE EXPENSE	SHERYL MITCHELL	VEHICLE ALLOWANCE	350.00	42524
101-100.000-860.000	VEHICLE EXPENSE	US BANK VOYAGER FLEET SYS	FUEL FOR CITY VEHICLES	221.88	42582

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LATHRUP VILLAGE
 POST DATES 05/01/2019 - 05/31/2019
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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 100.000 GOVERNMENT SERVICES					
101-100.000-860.000	VEHICLE EXPENSE	SHERYL MITCHELL	VEHICLE ALLOWANCE	350.00	42625
101-100.000-882.000	PLANNING/CONSULTING FEES	MICHIGAN ASSOC. OF PLANNING	MEMBERSHIP DUES	675.00	42619
101-100.000-900.000	PRINTING/PUBLICATION COSTS	C & G NEWSPAPERS	ADVERTISEMENT	339.20	42534
101-100.000-900.000	PRINTING/PUBLICATION COSTS	MEDIANEWS- 21CM ADVERTISING	ADVERTISEMENT	529.89	42563
101-100.000-900.000	PRINTING/PUBLICATION COSTS	C & G NEWSPAPERS	ADVERTISEMENT	189.52	42596
Total For Dept 100.000 GOVERNMENT SERVICES				20,977.68	
Dept 101.000 ADMINISTRATION					
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	3,538.80	42533
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	209.74	42583
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS BLUE SHIELD	HEALTH INSURANCE	509.35	42585
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	DANIEL ZUCHOWSKI	CELL PHONE REIMBURSEMENT FOR APRIL AND	60.00	42604
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	DAVID CHUNG	CELL PHONE RIEMBURSEMENT FOR APRIL AND	60.00	42605
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	INSURANCE	145.66	42627
101-101.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	209.74	42632
101-101.000-717.000	CODE ENFORCEMENT LEGAL	BAKER & ELOWSKY, PLLC	LEGAL SERVICES PROVIDED	1,332.50	42531
101-101.000-722.000	LEGAL SERVICES	BAKER & ELOWSKY, PLLC	LEGAL SERVICES PROVIDED	3,572.50	42531
101-101.000-722.000	LEGAL SERVICES	KELLER THOMA	GENERAL MATTERS	123.75	42558
Total For Dept 101.000 ADMINISTRATION				9,762.04	
Dept 201.000 BUILDING & GROUNDS					
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	CLEANING SERVICES PROVIDED FOR CITY HAI	550.25	42537
101-201.000-702.000	SALARIES PART-TIME	MICHIGAN ST. DISBURSEMENT	SPOUSAL SUPPORT	649.75	42565
101-201.000-702.000	SALARIES PART-TIME	MICHIGAN ST. DISBURSEMENT	SPOUSAL SUPPORT	649.75	42620
101-201.000-702.000	SALARIES PART-TIME	CLIFTON GRANT	CLEANING SERVICES PROVIDED FOR CITY HAI	550.25	42601
101-201.000-920.000	UTILITIES	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	1,860.25	42544
101-201.000-920.000	UTILITIES	CITY OF LATHRUP VILLAGE, V	WATER BILLS FOR CITY BUILDINGS	1,225.78	42600
101-201.000-920.000	UTILITIES	CONSUMERS ENERGY	ENERGY BILLS	417.84	42602
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	DETROIT ELEVATOR COMPANY	ROUTINE MAINTENANCE FOR MAY 2019	207.00	42542
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	J.C. EHRLICH CO.INC	PEST CONTROL	87.00	42554
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	DENNY'S HEATING, COOLING & REPAIR	ROOF TOP HVAC	399.45	42541
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	HOME DEPOT CREDIT SERVICES	BUILDING MAINTANANCE, PARK CLEAN UP	74.16	42550
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	SERVPRO	CONTENT INVENTORY	1,002.29	42577
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	SERVPRO	WATER DAMAGE RESTORATION	4,447.14	42577
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	DURST LUMBER COMPANY	HEATER, NUTS AND BOLTS FOR SIGNS HUNG F	147.94	42607
101-201.000-938.000	PARKING LOT & GROUNDS	EXCELL SNOW & TURF MAINTEN	FERTILIZER APPLICATION	200.00	42547
101-201.000-938.000	PARKING LOT & GROUNDS	H2O IRRIGATION INC	SPRINKLER START UP	295.00	42549
101-201.000-938.000	PARKING LOT & GROUNDS	HOME DEPOT CREDIT SERVICES	BUILDING MAINTANANCE, PARK CLEAN UP	10.85	42550
Total For Dept 201.000 BUILDING & GROUNDS				12,774.70	
Dept 301.000 PUBLIC SAFETY					
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	986.41	42533
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	492.04	42583
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	36.90	42583
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS BLUE SHIELD	HEALTH INSURANCE	3,122.83	42585
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	11,535.83	42586
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	INSURANCE	287.19	42627
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	36.90	42632
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	492.04	42632
101-301.000-712.000	WORKER'S COMP INSURANCE	MICHIGAN MUNICIPAL LEAGUE	WORKERS COMPENSATION FUND	15,500.00	42564
101-301.000-726.000	OFFICE SUPPLIES	CARDMEMBER SERVICE	OFFICE SUPPLIES, CONFERENCES, COMMUNITY	625.44	42525
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	LOCKSMITH, INC.	SERVICE CALL, KEYS, NEW BATTERY	85.00	42561
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	TRENDSET COMMUNICATIONS	CAMERA LICENSE FOR 5 YEARS	341.43	42581

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301.000 PUBLIC SAFETY					
101-301.000-803.000	MEMBERSHIPS & MEETINGS	SOUTHEASTERN MICHIGAN ASSC	MEMBERSHIP DUES FOR CHIEF MCKEE AND DEI	80.00	42526
101-301.000-803.000	MEMBERSHIPS & MEETINGS	CITY OF LATHRUP VILLAGE	BEGALS FOR TRAINING, BLEACH, OCACP LUNC	88.91	42536
101-301.000-803.000	MEMBERSHIPS & MEETINGS	LEXIS NEXIS	APRIL 2019 MINIMUM COMMITMENT	50.00	42560
101-301.000-803.000	MEMBERSHIPS & MEETINGS	TRANSPORTATION IMPROVEMEN	MEMBERSHIP FEE	750.00	42630
101-301.000-822.000	TRAINING	CARDMEMBER SERVICE	OFFICE SUPPLIES, CONFERENCES, COMMUNITY	846.00	42525
101-301.000-822.000	TRAINING	OAKLAND COMMUNITY COLLEGE	TRAINING FOR OFFICER HUSTON	135.00	42621
101-301.000-822.000	TRAINING	PROFESSIONAL POLICE TRAINI	TRAINING FOR OFFICER ROBERTS	475.00	42624
101-301.000-824.000	CRIME PREVENTION	LEAGUE OF MICHIGAN BICYCLJ	WEMBMK	6.00	42559
101-301.000-829.000	POLICE UNIFORMS & CLEANING	HURON VALLEY GUNS	UNIFORMS	1,204.07	42551
101-301.000-829.000	POLICE UNIFORMS & CLEANING	PRIORITY ONE EMERGENCY, IN	UNIFORMS	68.97	42575
101-301.000-829.000	POLICE UNIFORMS & CLEANING	HURON VALLEY GUNS	UNIFORMS	164.97	42610
101-301.000-829.000	POLICE UNIFORMS & CLEANING	MICHAEL ZANG	DB UNIFORM STIPEND	400.00	42618
101-301.000-850.000	TELEPHONE EXPENDITURES	PAETEC	TELEPHONE BILLS	398.36	42571
101-301.000-850.000	TELEPHONE EXPENDITURES	AT & T	DISPATCH	83.81	42529
101-301.000-850.000	TELEPHONE EXPENDITURES	VERIZON WIRELESS	CELL PHONE BILLS	154.88	42633
101-301.000-860.000	VEHICLE EXPENSE	CARDMEMBER SERVICE	OFFICE SUPPLIES, CONFERENCES, COMMUNITY	697.96	42525
101-301.000-860.000	VEHICLE EXPENSE	OAKLAND COUNTY TREASURER	PARTS AND LABOR FOR POLICE VEHICLE	956.23	42569
101-301.000-860.000	VEHICLE EXPENSE	OAKLAND COUNTY TREASURER	REPAIRS ON POLICE VEHICLE	178.47	42570
101-301.000-860.000	VEHICLE EXPENSE	US BANK VOYAGER FLEET SYS	FUEL FOR CITY VEHICLES	1,854.19	42582
101-301.000-860.000	VEHICLE EXPENSE	JAX KAR WASH	CAR WASHES FOR POLICE VEHICLES	16.00	42556
Total For Dept 301.000 PUBLIC SAFETY				42,150.83	
Dept 401.000 PUBLIC SERVICE					
101-401.000-890.000	PARK MAINTENANCE	GONZALEZ SERVICES	REPAIRS TO VETERANS GROVE IN MUNICIPAL	320.00	42548
101-401.000-920.000	UTILITIES	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	101.94	42544
101-401.000-920.000	UTILITIES	PAETEC	TELEPHONE BILLS	132.09	42571
101-401.000-920.000	UTILITIES	US BANK VOYAGER FLEET SYS	FUEL FOR CITY VEHICLES	939.45	42582
101-401.000-920.000	UTILITIES	CITY OF LATHRUP VILLAGE, W	WATER BILLS FOR CITY BUILDINGS	53.21	42600
101-401.000-920.000	UTILITIES	CONSUMERS ENERGY	ENERGY BILLS	269.25	42602
101-401.000-920.000	UTILITIES	AIRGAS GREAT LAKES	OXYGEN AND ACETYLENE REFILLS	86.53	42589
101-401.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	8,530.55	42587
Total For Dept 401.000 PUBLIC SERVICE				10,433.02	
Dept 501.000 LEAF COLLECTION					
101-501.000-978.000	REFUSE EQUIP/ROLLOFF EXPEND	SOCRRA	SPECIAL CHARGES APRIL 2019	142.29	42626
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	42626
101-502.000-801.001	SOCRRA	SOCRRA	REFUSE, RECYCLABLES AND YARD WASTE COLI	12,772.00	42626
Total For Dept 502.000				27,192.00	
Dept 601.000 RECREATION					
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	910.25	42533
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	25.00	42583
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPAN	INSURANCE	21.51	42627
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	25.00	42632
101-601.000-712.000	WORKER'S COMP INSURANCE	MICHIGAN MUNICIPAL LEAGUE	WORKERS COMPENSATION FUND	500.00	42564
101-601.000-812.000	COMMUNITY EVENTS	CARDMEMBER SERVICE	OFFICE SUPPLIES, CONFERENCES, COMMUNITY	748.18	42525
101-601.000-812.000	COMMUNITY EVENTS	OAKLAND COUNTY PARKS	STAGE RENTAL FOR SEPTEMBER 14TH 2019	500.00	42568
101-601.000-812.000	COMMUNITY EVENTS	THORNETTA DAVIS ANDERSON	DOWN PAYMENT FOR AUG 7TH PERFORMANCE	500.00	42580
101-601.000-812.000	COMMUNITY EVENTS	VANESSA BARNETT	REIMBURSEMENT FOR 5K SUPPLIES	109.44	42631

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 601.000 RECREATION					
Total For Dept 601.000 RECREATION				3,339.38	
Total For Fund 101 GENERAL FUND				139,581.77	
Fund 202 MAJOR ROAD FUND					
Dept 702.000					
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	34.74	42533
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	INSURANCE	2.69	42627
202-702.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	74.18	42535
202-702.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	93.15	42535
202-702.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	75.32	42598
202-702.000-864.000	TRAFFIC CONTROLS	DTE ENERGY	STREET LIGHTS	1,658.75	42543
202-702.000-864.000	TRAFFIC CONTROLS	ROAD COMMISSION FOR OAKLAND	SUB SIGNALS	114.61	42576
202-702.000-864.000	TRAFFIC CONTROLS	ROAD COMMISSION FOR OAKLAND	SUB SIGNALS	57.82	42576
202-702.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE REMOVAL	618.75	42555
202-702.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE REMOVAL	205.00	42613
202-702.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE TRIMMING	1,537.00	42613
202-702.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	4,404.11	42587
202-702.000-970.000	CAPITAL EXPENDITURE	WOLVERINE FREIGHTLINER	FREIGHTLINER CAB AND CHASSIS	44,395.50	42634
Total For Dept 702.000				53,271.62	
Total For Fund 202 MAJOR ROAD FUND				53,271.62	
Fund 203 LOCAL ROAD FUND					
Dept 703.000					
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	34.74	42533
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	INSURANCE	2.69	42627
203-703.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	74.17	42535
203-703.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	93.15	42535
203-703.000-861.000	ROAD MAINTENANCE	CADILLAC ASPHALT L.L.C.	ROAD PATCH	75.33	42598
203-703.000-862.000	ROADSIDE MAINTENANCE	DORNBOS SIGN & SAFETY INC.	CUSTOM PL FACE	135.86	42606
203-703.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE REMOVAL	618.75	42555
203-703.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE REMOVAL	205.00	42613
203-703.000-870.000	FORESTRY	J.H. HART URBAN FORESTRY	TREE TRIMMING	1,537.00	42613
203-703.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	4,404.11	42587
203-703.000-970.000	CAPITAL EXPENDITURE	WOLVERINE FREIGHTLINER	FREIGHTLINER CAB AND CHASSIS	44,395.50	42634
Total For Dept 703.000				51,576.30	
Total For Fund 203 LOCAL ROAD FUND				51,576.30	
Fund 258 CAPITAL ACQUISITION FUND					
Dept 000.000					
258-000.000-970.000	CAPITAL EXPENDITURE	TRENDSSET COMMUNICATIONS	GF CAMERA INSTALLATION AND FIVE YEAR CAMEF	27,580.01	42581
Total For Dept 000.000				27,580.01	
Total For Fund 258 CAPITAL ACQUISITION FUND				27,580.01	
Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 000.000					
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	1,107.32	42533
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	41.88	42583
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPANY	INSURANCE	58.84	42627
494-000.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	41.88	42632
494-000.000-844.000	MAIN STREET PROGRAM	CARDMEMBER SERVICE	OFFICE SUPPLIES, CONFERENCES, COMMUNITY	1,302.97	42525

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LATHRUP VILLAGE
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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 000.000					
494-000.000-844.000	MAIN STREET PROGRAM	HORTULUS GARDENS	SPRING CLEAN UP AROUND CITY HALL	270.00	42609
494-000.000-844.000	MAIN STREET PROGRAM	HORTULUS GARDENS	CITY HALL GARDEN MAINTENANCE	340.00	42609
494-000.000-844.000	MAIN STREET PROGRAM	HORTULUS GARDENS	CITY HALL GARDEN MAINTENANCE	420.00	42609
494-000.000-882.000	PLANNING/CONSULTING FEES	GIFFELS-WEBSTER ENG INC	PLANNING SERVICES	2,375.00	42608
494-000.000-887.000	FARMERS MARKET	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	8.33	42583
494-000.000-887.000	FARMERS MARKET	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	8.33	42632
494-000.000-955.000	MISCELLANEOUS EXPENDITURES	OAKLAND COUNTY ECONOMIC	PLANNERS GATHERING	20.00	42566
Total For Dept 000.000				5,994.55	
Total For Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY				5,994.55	
Fund 592 WATER & SEWER FUND					
Dept 536.000 WATER DEPARTMENT					
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	5,070.10	42533
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	14.91	42583
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPAN	INSURANCE	9.49	42627
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	14.91	42632
592-536.000-902.000	BILLING SERVICES	POSTMASTER	POSTAGE FOR WATER BILLS	600.00	2480
592-536.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	4,948.83	42587
592-536.000-937.000	WATER SYSTEM MAINTENANCE	EJ USA, INC.	CURB BOX PARTS	580.62	42546
592-536.000-937.000	WATER SYSTEM MAINTENANCE	SUNDE BUILDING INC.	REPAIR WATER MAIN, INSTALLED WATERMAIN,	13,275.00	42579
592-536.000-944.000	WATER PURCHASES	SOUTHEAST OAKLAND COUNTY	WATER CHARGES FOR APRIL 2019	30,017.69	2482
592-536.000-944.000	WATER PURCHASES	SOUTHEAST OAKLAND COUNTY	WATER CHARGES FOR MARCH 2019	34,433.62	2483
592-536.000-974.000	WATER MAIN PROJECT	EAGLE LANDSCAPING & SUPPLY	FILL SAND FOR WATER MAIN PROJECT, AND W	7,260.00	42545
592-536.000-974.000	WATER MAIN PROJECT	CORE&MAIN	WATER MAIN PARTS	587.54	42603
592-536.000-974.000	WATER MAIN PROJECT	GIFFELS-WEBSTER ENG INC	2018 WATER PROGRAM	5,479.71	42608
Total For Dept 536.000 WATER DEPARTMENT				102,292.42	
Dept 537.000 SEWER DEPARTMENT					
592-537.000-651.000	INDUSTRIAL SURCHARGE	OAKLAND COUNTY TREASURER	INDUSTRIAL WASTE CONTROL	1,406.81	2484
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	133.31	42533
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	14.91	42583
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	STANDARD INSURANCE COMPAN	INSURANCE	9.50	42627
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	VANTAGEPOINT TRANSFER	HEALTH SAVINGS PLAN	14.91	42632
592-537.000-921.000	CONTRACTUAL SERVICES	LATHRUP SERVICES, LLC	PUBLIC SERVICES PROVIDED	4,948.83	42587
592-537.000-939.000	SEWER SYTEM MAINTENANCE	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	14.28	42544
592-537.000-942.000	SEWAGE DISPOSAL EXPENSE	OAKLAND COUNTY TREASURER	SEWERAGE CHARGES FOR THE MONTH OF APRII	78,840.66	2481
592-537.000-945.000	RETENTION TANK-UTIL ELEC	DTE ENERGY	ELECTRIC BILLS FOR CITY BUILDINGS	1,106.92	42544
592-537.000-946.000	RETENTION TANK UTIL-WATER	CITY OF LATHRUP VILLAGE, V	WATER BILLS FOR CITY BUILDINGS	68.84	42600
592-537.000-947.000	RETENTION TANK UTIL-GAS	CONSUMERS ENERGY	ENERGY BILLS	17.92	42602
592-537.000-948.000	RETENTION TANK UTIL-TELEPHONE	PAETEC	TELEPHONE BILLS	145.56	42571
592-537.000-951.000	RETENTION TANK BUILDING/EQUIP	CUMMINS BRIDGEWAY, LLC	CONTRACT RENEWAL	1,053.24	42540
592-537.000-951.000	RETENTION TANK BUILDING/EQUIP	KENNEDY INDUSTRIES INC	RETENTION TANK FIELD SERVICE	943.50	42614
592-537.000-957.000	INDUSTRIAL SURCHARGE/NON-RESI	OAKLAND COUNTY TREASURER	INDUSTRIAL WASTE CHAGRE	1,406.81	2481
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM	525.00	42552
592-537.000-977.000	EVIRONMENT COMPL - NON CAPITA	ALLIANCE OF ROUGE COMMUNI	MEMBERSHIP DUES FOR 2019	1,465.00	42591
Total For Dept 537.000 SEWER DEPARTMENT				92,116.00	
Total For Fund 592 WATER & SEWER FUND				194,408.42	

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

Fund 101 GENERAL FUND	139,581.77
Fund 202 MAJOR ROAD FUNI	53,271.62
Fund 203 LOCAL ROAD FUNI	51,576.30
Fund 258 CAPITAL ACQUIS:	27,580.01
Fund 494 DOWNTOWN DEVELC	5,994.55
Fund 592 WATER & SEWER I	194,408.42

Total For All Funds:	<u>472,412.67</u>
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SCOTT R. BAKER
JENNIFER H. ELOWSKY

sbaker@bakerelowsky.com

Of Counsel

LEANN K. KIMBERLIN

MATTHEW C. QUINN

May 3, 2019

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 April 1 through April 30, 2019

Dear Dr. Mitchell and Ms. Bratschi:

The following is our law firm's billing to the City of Lathrup Village for the month of April 2019:

1. General Retainer	\$2,500.00
2. Special Legal Services	\$1,072.50
3. Downtown Development Authority	\$0
4. Project Reimbursement	\$0
5. Prosecution/Code Enforcement	<u>\$ 1,332.50</u>
	\$4,905.00

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

Very truly yours,

BAKER & ELOWSKY, PLLC

Scott R. Baker
Lathrup Village Attorney

Enclosures



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05-03-2019

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

Invoice Number: 838

Invoice Period: 04-01-2019 - 04-30-2019

RE: General Retainer

Time Details

Date	Professional	Description	Hours	Amount
04-01-2019	SRB	Prep for and attend City Council Study Session Meeting	2.50	No Charge
04-01-2019	SRB	Review e-mail correspondence from Administrator re sewer issue	0.25	No Charge
04-01-2019	SRB	Review Correspondence from Administrator re Council Study Session	0.25	No Charge
04-02-2019	SRB	Review e-mail correspondence from administrator re SEMCOG.	0.25	No Charge
04-02-2019	SRB	Review/ respond to e-mail correspondence from Mayor Pro-Tem	0.25	No Charge
04-02-2019	SRB	Review correspondence from Administrator re Arbor Day festivities	0.25	No Charge
04-02-2019	SRB	Review correspondence from administrator re Council meeting dates	0.25	No Charge
04-03-2019	SRB	Review Correspondence from Admin re code enforcement reports	0.25	No Charge
04-04-2019	SRB	Review correspondence from Administrator re Citizen inquiry log	0.25	No Charge
04-04-2019	SRB	Review/ respond to correspondence from Clerk re solicitors permit application.	0.25	No Charge
04-04-2019	SRB	Review e-mail correspondence form S. Stec re: ZBA application - Michigan First	0.25	No Charge
04-04-2019	SRB	Review correspondence from Admin Re: ZBA applicaiton	0.25	No Charge
04-05-2019	SRB	Review/ Respond to e-mail correspondence from Clerk re ballot proposal inquiry	0.25	No Charge
04-05-2019	SRB	Review Correspondence from S.Stec re ZBA application for 18899 W. 12 Mile Road	0.25	No Charge
04-05-2019	SRB	Review correspondence from Admin re ZBA request	0.25	No Charge
04-05-2019	SRB	Review E-mail correspondence from Clerk re Bankruptcy filing	0.25	No Charge

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Page 1 of 3

Date	Professional	Description	Hours	Amount
04-07-2019	SRB	Review E-mail correspondence from Admin re Bankruptcy filing	0.25	No Charge
04-08-2019	SRB	Review Multiple correspondence from Administrator re Permit requirements for invasive species removal	0.25	No Charge
04-10-2019	SRB	Review correspondence from Admin re water main notice	0.25	No Charge
04-10-2019	SRB	Review correspondence from Admin re Social Media policy	0.25	No Charge
04-10-2019	SRB	Review correspondence from Admin re code complaint	0.25	No Charge
04-10-2019	SRB	review correspondence from Admin re Council Agenda Packet	0.25	No Charge
04-11-2019	SRB	review/respond to correspondence from Clerk re mail solicitations	0.25	No Charge
04-11-2019	SRB	Review Correspondence from S. Stec re Planning Commission Agenda	0.25	No Charge
04-12-2019	SRB	Review/Respond to correspondence from Clerk re 2003 ballot language	0.25	No Charge
04-12-2019	SRB	Review/Respond to correspondence from Clerk	0.25	No Charge
04-12-2019	SRB	review correspondence from S. Stec re Planning Commission Agenda items	0.25	No Charge
04-13-2019	SRB	review/ respond to correspondence from Admin re Lathrup Townhome Development	0.25	No Charge
04-14-2019	SRB	Draft Correspondence to Clerk re Millage Proposal inquiry	0.25	No Charge
04-14-2019	SRB	Draft correspondence to Admin re Lathrup Townhomes alley issue	0.25	No Charge
04-15-2019	SRB	Review Correspondence from Admin RE: ZBA application process	0.25	No Charge
04-15-2019	SRB	Review Correspondence from Clerk re Special assessments	0.25	No Charge
04-15-2019	SRB	Review Correspondence from Admin re Emergency sewer repair	0.25	No Charge
04-15-2019	SRB	Review Correspondence from Admin re Gorbe Litigation	0.25	No Charge
04-15-2019	SRB	Prep for and attend Study session and regular meeting of City Council	3.50	No Charge
04-16-2019	SRB	Review correspondence from Admin re voting rights in Michigan	0.25	No Charge
04-16-2019	SRB	Review correspondence from S. Stec re ZBA variance application from MFCU	0.25	No Charge
04-16-2019	SRB	Review correspondence from Admin re code enforcement	0.25	No Charge
04-17-2019	SRB	Review correspondence from Admin re FOIA request	0.25	No Charge
04-18-2019	SRB	Review/ Respond to correspondence from Admin re Social Media archive service	0.25	No Charge
04-20-2019	SRB	Review correspondence from Admin re Emergency sewer repairs	0.25	No Charge
04-21-2019	SRB	Review correspondence from Admin re evaluations	0.25	No Charge
04-21-2019	SRB	Review correspondence from Admin re community service survey	0.25	No Charge
04-22-2019	SRB	Review correspondence from Admin re SEMCOG	0.25	No Charge
04-22-2019	SRB	Review correspondence from S. Stec regarding annie lathrup school	0.25	No Charge
04-22-2019	SRB	Review correspondence from Admin re 11 Mile storm sewer	0.25	No Charge
04-22-2019	SRB	Review correspondence from Admin re Lathrup Townhome alley issue	0.25	No Charge
04-23-2019	SRB	Review/ Respond to Correspondence from Admin re Tank Operation Agreement	0.25	No Charge
04-23-2019	SRB	Review/ Respond to Correspondence from Admin re security camera signage	0.25	No Charge

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Page 2 of 3

Date	Professional	Description	Hours	Amount
04-23-2019	SRB	Review/ Respond to Correspondence from Admin re weekly report	0.25	No Charge
04-23-2019	SRB	Review/ Respond to Correspondence from Admin re task list	0.25	No Charge
04-24-2019	SRB	Review/ Respond to Correspondence from Admin re park policy and rental rates	0.25	No Charge
04-26-2019	SRB	Review correspondence from S. Stec re Lathrup Townhomes alley issue	0.25	No Charge
04-29-2019	SRB	Review/ respond to correspondence from Clerk re street solicitation	0.25	No Charge
04-30-2019	SRB	Review Correspondence from S. Stec re legislative update	0.25	No Charge
04-30-2019	SRB	Review Correspondence from S. Stec re ZBA review letter	0.25	No Charge
04-30-2019	SRB	Review Correspondence from S. Stec re joint meeting agenda	0.25	No Charge
04-30-2019	SRB	Services rendered.		2,500.00
			Total Fees	2,500.00

Time Summary

Professional	Hours	Amount
SRB	19.75	2,500.00
		Total Fees

Total for this Invoice 2,500.00



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05-03-2019

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

Invoice Number: 839

Invoice Period: 04-01-2019 - 04-30-2019

RE: Prosecution/Code Enforcement

Time Details

Date	Professional	Description	Hours	Amount
04-01-2019	SRB	Draft notice of required Court appearance to Officer C. Becker for formal hearing; copy to Police Clerk.	0.25	32.50
04-02-2019	SRB	Phone call from defendant re: 19LV00349A.	0.25	32.50
04-04-2019	SRB	Receipt and review of notice from Court; draft letter to Officer Huston concerning adjournment re: 19LV00136A; copy to Police Clerk.	0.25	32.50
04-04-2019	SRB	Review/ respond to e-mail multiple correspondence from Attorney for Twelve Southfield Associates	0.50	65.00
04-05-2019	SRB	Review correspondence from attorney for Twelve Southfield Associates	0.25	32.50
04-05-2019	SRB	Receipt of preliminary docket for 4/10 for Judge Johnson; review of docket.	0.25	32.50
04-08-2019	SRB	Receipt of final docket for 4/10 for Judge Johnson; review of docket.	0.25	32.50
04-08-2019	SRB	Review/ respond to e-mail multiple correspondence from Attorney for Twelve Southfield Associates	0.50	65.00
04-09-2019	SRB	Review/ respond to e-mail multiple correspondence from Attorney for Twelve Southfield Associates	0.25	32.50
04-10-2019	SRB	Appear in 46th District Court for Pre-trials and formal hearings	3.00	390.00
04-11-2019	SRB	draft correspondence to code officer; review response re meeting with parties on Twelve Southfield Associates	0.25	32.50
04-11-2019	SRB	Draft notice of required Court appearance to Officer Becker re: 19LV00464A; copy to Police Clerk.	0.25	32.50
04-11-2019	SRB	Email correspondence to J. Wright re: Court appearance for formal hearing re: 19L0001627.	0.25	32.50
04-15-2019	SRB	Phone calls with defendant re: 19LV00349A.	0.25	32.50

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Page 1 of 2

Date	Professional	Description	Hours	Amount
04-15-2019	SRB	Draft notice of required Court appearance to Officer Elhourani for formal hearing re: 19LV00529A.	0.25	32.50
04-17-2019	SRB	Draft correspondence to Officer R. Tompkins for formal hearing, copy to Police Clerk.	0.25	32.50
04-18-2019	SRB	Receipt and review fax correspondence from Probation Officer Allen Black; review file and motion of nolle prosequi; draft email correspondence to Probation Officer re: 18LV01554B.	0.25	32.50
04-19-2019	SRB	Meeting with Attorney for Twelve Southfield Associates	1.25	162.50
04-25-2019	SRB	Receipt of prosecution calendar for July and August; draft email correspondence to Chief of Police re: same.	0.25	32.50
04-26-2019	SRB	Receipt and review notice from 46th District Court. Draft correspondence to Officer to appear for formal hearing re: 19LV00660A; copy to Police Clerk.	0.25	32.50
04-26-2019	SRB	Receipt and review notice from 46th District Court. Draft correspondence to Officer to appear for formal hearing re: 19LV00359A; copy to Police Clerk.	0.25	32.50
04-26-2019	SRB	Receipt and review notice from 46th District Court. Draft correspondence to Officer to appear for formal hearing re: 19LV00667A; copy to Police Clerk.	0.25	32.50
04-26-2019	SRB	Receipt and review notice from 46th District Court. Draft correspondence to Officer to appear for formal hearing re: 19LV00630A; copy to Police Clerk.	0.25	32.50
04-26-2019	SRB	Receipt and review notice from 46th District Court. Draft correspondence to Officer to appear for formal hearing re: 19LV00624A; copy to Police Clerk.	0.25	32.50
			Total Fees	1,332.50

Time Summary

Professional	Hours	Amount
SRB	10.25	1,332.50
		Total Fees
		1,332.50

Total for this Invoice 1,332.50



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05-03-2019

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

Invoice Number: 840
Invoice Period: 04-01-2019 - 04-30-2019

RE: Special Legal Services

Time Details

Date	Professional	Description	Hours	Amount
04-04-2019	SRB	Review ZBA application from MI First - Draft correspondence to City highlighting deficiencies and requesting additional information.	0.25	32.50
04-05-2019	SRB	Review/ Respond to e-mail correspondence from Code Enforcement officer re window sign coverage	0.25	32.50
04-10-2019	SRB	Review Draft Social Media Policy	0.25	32.50
04-10-2019	SRB	Review Contract with Oakland County for assessing services	0.25	32.50
04-11-2019	SRB	review/ respond to correspondence form code enforcement officer re sign issue	0.25	32.50
04-12-2019	SRB	Review Summary of 2019 Capital Improvement Plan	0.25	32.50
04-14-2019	SRB	Draft Notice of Public Hearing regarding ZBA variance request for 18899 W. 12 Mile Road; forward to City Clerk for publication.	0.25	32.50
04-15-2019	SRB	Draft resoluton and notice of hearing scheduling the budget hearing	0.25	32.50
04-16-2019	SRB	Review updated policies re personnel and social media	0.25	32.50
04-16-2019	SRB	Review/Respond to Correspondence from planner re Lathrup Townhomes	0.25	32.50
04-16-2019	SRB	Prep for and attend Planning Commission Meeting	2.00	260.00
04-22-2019	SRB	Review/ Respond to correspondence from City Engineer re 11 Mile Storm sewer	0.25	32.50
04-23-2019	SRB	review contract for sewer retention tank operation and maintence	0.50	65.00
04-24-2019	SRB	review correspondence from attorney for jagged fork	0.25	32.50
04-30-2019	SRB	Review Planner review letter for ZBA variance request for MFCU	0.25	32.50
04-30-2019	SRB	Prep for and attend special joint meeting of City Council, Planning Commission and DDA	2.50	325.00

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

Page 1 of 2

Date	Professional	Description	Hours	Amount
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Total Fees 1,072.50

Time Summary

Professional	Hours	Amount
SRB	8.25	1,072.50
	Total Fees	1,072.50

Total for this Invoice 1,072.50

User: PAM

DB: Lathrup

PERIOD ENDING 05/31/2019

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	05/31/2019 NORM (ABNORM)	MONTH 05/31/19 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	2,413,465.27	0.00	24,626.73	98.99
101-000.000-402.000	REFUSE COLLECTION TAXES	365,705.00	365,705.00	362,150.41	0.00	3,554.59	99.03
101-000.000-409.000	DELQ PERSONAL PROPERTY REVENU	7,000.00	7,000.00	11,923.12	2,558.73	(4,923.12)	170.33
101-000.000-414.000	TAX PENALTIES	38,500.00	38,500.00	35,824.23	0.00	2,675.77	93.05
101-000.000-415.000	MISCELLANEOUS REVENUE	12,000.00	12,000.00	10,941.64	321.52	1,058.36	91.18
101-000.000-416.001	PROPERTY & LIABILITY DIVIDEND REVENUE	8,200.00	6,716.00	6,716.00	0.00	0.00	100.00
101-000.000-419.000	AT & T LEASE PAYMENTS	55,000.00	55,000.00	55,815.21	5,074.11	(815.21)	101.48
101-000.000-421.000	METRO-PCS LEASE PAYMENTS	45,000.00	45,000.00	37,921.18	3,447.38	7,078.82	84.27
101-000.000-446.000	INVESTMENT INTEREST	16,000.00	19,000.00	27,035.75	2,089.27	(8,035.75)	142.29
101-000.000-447.000	TAX 1% ADMINISTRATIVE FEE	75,000.00	75,000.00	77,171.78	0.00	(2,171.78)	102.90
101-000.000-448.000	INSURANCE REIMBURSEMENT	0.00	6,888.00	6,887.63	0.00	0.37	99.99
101-000.000-448.001	INSURANCE RECOVERIES	0.00	9,212.00	14,411.25	1,002.29	(5,199.25)	156.44
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	70,000.00	119,443.40	7,477.00	(49,443.40)	170.63
101-000.000-457.000	ZONING, SITE, SPECIAL PERMITS	3,000.00	3,000.00	3,059.00	62.00	(59.00)	101.97
101-000.000-458.000	PLUMBING/HEATING PERMITS	16,000.00	24,500.00	26,627.00	605.00	(2,127.00)	108.68
101-000.000-459.000	ELECTRICAL PERMITS	20,000.00	20,000.00	12,939.00	717.00	7,061.00	64.70
101-000.000-460.000	LICENSES & REGISTRATIONS	9,000.00	9,000.00	7,630.00	185.00	1,370.00	84.78
101-000.000-461.000	DOG & CAT LICENSES	1,000.00	1,000.00	923.00	50.00	77.00	92.30
101-000.000-465.000	CABLE TV REVENUES	120,000.00	120,000.00	117,040.01	22,370.22	2,959.99	97.53
101-000.000-470.000	RECREATION SPECIAL PROGRAMS	50,000.00	35,000.00	15,340.50	950.00	19,659.50	43.83
101-000.000-471.000	DONATIONS-OTHER	13,000.00	14,250.00	15,250.00	1,000.00	(1,000.00)	107.02
101-000.000-475.000	COMM ROOM & BLDG RENT REVENUE	55,000.00	55,000.00	61,711.50	7,567.50	(6,711.50)	112.20
101-000.000-539.000	RECREATION GRANT REVENUES	0.00	0.00	75.00	75.00	(75.00)	100.00
101-000.000-540.000	302 TRAINING FUNDS-REVENUES	0.00	929.00	2,474.45	1,545.05	(1,545.45)	266.36
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	12,146.17	2,274.00	2,853.83	80.97
101-000.000-574.000	STATE SHARED REVENUES	389,269.00	389,269.00	335,404.00	0.00	53,865.00	86.16
101-000.000-612.000	DISTRICT COURT FINES	125,000.00	125,000.00	85,589.67	9,631.34	39,410.33	68.47
101-000.000-626.000	COMMUNITY DEVELOPMENT	3,000.00	8,000.00	13,601.78	1,845.47	(5,601.78)	170.02
101-000.000-632.000	PUBLIC SERVICES REIMBURSEMENT	21,000.00	21,000.00	9,430.13	0.00	11,569.87	44.91
101-000.000-669.000	DPS BLDG RENT FROM WATER	4,917.00	4,917.00	4,917.00	0.00	0.00	100.00
101-000.000-671.000	ADMINISTRATIVE REV RD FUND	1,639.00	1,639.00	1,639.00	0.00	0.00	100.00
101-000.000-676.001	EMPLOYEE BENEFIT CONTRIBUTION	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	627.00	627.00	0.00	0.00	100.00
Total Dept 000.000		4,052,322.00	4,076,244.00	3,906,131.08	70,847.88	170,112.92	95.83
TOTAL REVENUES		4,052,322.00	4,076,244.00	3,906,131.08	70,847.88	170,112.92	95.83
Expenditures							
Dept 100.000 - GOVERNMENT SERVICES							
101-100.000-708.000	PROPERTY & LIABILITY INSURANC	30,000.00	24,256.00	24,256.00	0.00	0.00	100.00
101-100.000-710.000	UNEMPLOYMENT INSURANCE	100.00	100.00	95.62	0.00	4.38	95.62
101-100.000-712.000	WORKER'S COMP INSURANCE	2,500.00	2,500.00	9,489.00	8,681.00	(6,989.00)	379.56
101-100.000-726.000	OFFICE SUPPLIES	6,000.00	6,000.00	5,499.13	104.16	500.87	91.65
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
101-100.000-803.000	MEMBERSHIPS & MEETINGS	0.00	5,000.00	6,866.68	459.29	(1,866.68)	137.33
101-100.000-804.000	BUILDING TRADE INSPECTION	80,000.00	80,000.00	103,664.69	249.00	(23,664.69)	129.58
101-100.000-805.000	CABLE TELEVISION	35,000.00	35,000.00	33,617.21	2,856.50	1,382.79	96.05
101-100.000-808.000	COMMUNITY CENTER EXPENDITURE	15,000.00	20,000.00	25,543.81	2,215.63	(5,543.81)	127.72
101-100.000-810.000	AUDITING & ACCOUNTING	27,000.00	25,559.00	25,559.25	0.00	(0.25)	100.00

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PERIOD ENDING 05/31/2019

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	05/31/2019 NORM (ABNORM)	MONTH 05/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-100.000-818.000	APPRECIATION DINNER	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-100.000-822.000	TRAINING	0.00	6,000.00	5,955.64	263.07	44.36	99.26
101-100.000-832.000	CITIZEN COMMUNICATION/PR	10,000.00	10,000.00	9,816.00	0.00	184.00	98.16
101-100.000-840.000	LIBRARY PAYMENT	128,611.00	128,611.00	59,969.00	0.00	68,642.00	46.63
101-100.000-848.000	GOVERNMENT OPERATIONS	60,000.00	45,000.00	31,535.92	1,463.94	13,464.08	70.08
101-100.000-848.001	TECHNOLOGY	0.00	25,000.00	28,050.78	302.58	(3,050.78)	112.20
101-100.000-850.000	TELEPHONE EXPENDITURES	16,000.00	16,000.00	16,446.33	1,727.02	(446.33)	102.79
101-100.000-860.000	VEHICLE EXPENSE	6,000.00	6,000.00	6,686.29	921.88	(686.29)	111.44
101-100.000-880.000	CDBG EXPENDITURES	6,000.00	15,000.00	12,134.52	0.00	2,865.48	80.90
101-100.000-882.000	PLANNING/CONSULTING FEES	3,000.00	3,000.00	2,758.50	675.00	241.50	91.95
101-100.000-883.000	CITY BEAUTIFICATION	2,000.00	2,000.00	1,734.95	0.00	265.05	86.75
101-100.000-900.000	PRINTING/PUBLICATION COSTS	10,000.00	10,000.00	12,731.18	1,058.61	(2,731.18)	127.31
101-100.000-901.000	POSTAGE FEES	6,000.00	6,000.00	1,759.62	0.00	4,240.38	29.33
Total Dept 100.000 - GOVERNMENT SERVICES		449,211.00	477,026.00	425,450.12	20,977.68	51,575.88	89.19
Dept 101.000 - ADMINISTRATION							
101-101.000-701.000	SALARIES FULL-TIME	322,395.00	322,395.00	278,130.16	26,827.82	44,264.84	86.27
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	158,548.25	13,611.06	(39,669.25)	133.37
101-101.000-717.000	CODE ENFORCEMENT LEGAL	20,000.00	20,000.00	9,782.50	1,332.50	10,217.50	48.91
101-101.000-718.000	ELECTIONS	12,000.00	14,164.00	14,199.37	0.00	(35.37)	100.25
101-101.000-721.000	DATA PROCESING & ASSESSMENTS	35,000.00	35,000.00	33,386.45	0.00	1,613.55	95.39
101-101.000-722.000	LEGAL SERVICES	60,000.00	60,000.00	47,174.15	3,696.25	12,825.85	78.62
101-101.000-723.000	BOARD OF REVIEW	550.00	550.00	572.85	0.00	(22.85)	104.15
101-101.000-803.000	MEMBERSHIPS & MEETINGS	0.00	0.00	125.00	0.00	(125.00)	100.00
Total Dept 101.000 - ADMINISTRATION		572,824.00	574,988.00	544,273.73	45,467.63	30,714.27	94.66
Dept 201.000 - BUILDING & GROUNDS							
101-201.000-702.000	SALARIES PART-TIME	31,000.00	31,000.00	26,330.70	2,400.00	4,669.30	84.94
101-201.000-920.000	UTILITIES	40,000.00	40,000.00	38,974.90	3,503.87	1,025.10	97.44
101-201.000-930.000	BUILDING MAINTENANCE & REPAIR	28,000.00	28,000.00	38,299.14	6,364.98	(10,299.14)	136.78
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	139.26	0.00	2,360.74	5.57
101-201.000-938.000	PARKING LOT & GROUNDS	5,500.00	5,500.00	2,999.19	505.85	2,500.81	54.53
Total Dept 201.000 - BUILDING & GROUNDS		114,928.00	114,928.00	114,670.84	12,774.70	257.16	99.78
Dept 301.000 - PUBLIC SAFETY							
101-301.000-701.000	SALARIES FULL-TIME	621,363.00	621,363.00	539,825.73	60,234.34	81,537.27	86.88
101-301.000-702.000	SALARIES PART-TIME	146,290.00	146,290.00	99,935.37	8,347.41	46,354.63	68.31
101-301.000-703.000	EMPLOYEE TAXES & BENEFITS	378,232.00	378,232.00	337,396.27	29,926.84	40,835.73	89.20
101-301.000-704.000	SALARIES-OVERTIME	75,000.00	75,000.00	53,768.14	4,861.80	21,231.86	71.69
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	550.00	185.61	0.00	364.39	33.75
101-301.000-712.000	WORKER'S COMP INSURANCE	11,500.00	11,500.00	15,500.00	15,500.00	(4,000.00)	134.78
101-301.000-726.000	OFFICE SUPPLIES	5,000.00	5,000.00	4,164.35	625.44	835.65	83.29
101-301.000-727.000	ROAD SUPPLIES	2,000.00	2,000.00	1,291.34	0.00	708.66	64.57
101-301.000-728.000	EVIDENCE SUPPLIES	1,500.00	1,500.00	362.40	0.00	1,137.60	24.16
101-301.000-729.000	OFFICE MACHINE MAINTENANCE	5,000.00	5,000.00	3,152.95	426.43	1,847.05	63.06
101-301.000-731.000	PUBLICATIONS/DOCUMENT REDUCIN	1,000.00	1,000.00	664.65	0.00	335.35	66.47
101-301.000-803.000	MEMBERSHIPS & MEETINGS	3,500.00	3,500.00	2,849.80	968.91	650.20	81.42

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PERIOD ENDING 05/31/2019

GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE 05/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/19 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2018-19 AMENDED BUDGET			BALANCE NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND								
Expenditures								
101-301.000-821.000	POLICE RESERVES	1,000.00	1,000.00	725.00	0.00	275.00	72.50	
101-301.000-822.000	TRAINING	14,000.00	14,000.00	13,245.90	1,456.00	754.10	94.61	
101-301.000-823.000	FIREARMS TRAINING	4,500.00	4,500.00	2,272.48	0.00	2,227.52	50.50	
101-301.000-824.000	CRIME PREVENTION	3,000.00	3,000.00	437.77	6.00	2,562.23	14.59	
101-301.000-825.000	ANIMAL CONTROL	1,000.00	1,500.00	982.00	0.00	518.00	65.47	
101-301.000-826.000	YOUTH & DRUG PROGRAMS	750.00	1,000.00	999.33	0.00	0.67	99.93	
101-301.000-828.000	FIRE SERVICE/DISPATCH CONTRACT	676,101.00	676,101.00	602,365.00	0.00	73,736.00	89.09	
101-301.000-829.000	POLICE UNIFORMS & CLEANING	10,000.00	10,000.00	12,033.67	1,838.01	(2,033.67)	120.34	
101-301.000-836.000	PRISONER LOCKUP	5,000.00	10,000.00	4,471.00	0.00	5,529.00	44.71	
101-301.000-850.000	TELEPHONE EXPENDITURES	10,000.00	10,000.00	7,679.92	637.05	2,320.08	76.80	
101-301.000-851.000	RADIO COMMUNICATIONS	16,200.00	16,200.00	8,549.87	0.00	7,650.13	52.78	
101-301.000-860.000	VEHICLE EXPENSE	40,000.00	40,000.00	30,050.67	2,483.16	9,949.33	75.13	
Total Dept 301.000 - PUBLIC SAFETY		2,056,636.00	2,062,236.00	1,766,909.22	127,311.39	295,326.78	85.68	
Dept 401.000 - PUBLIC SERVICE								
101-401.000-703.000	EMPLOYEE TAXES & BENEFITS	500.00	8,400.00	4,857.20	475.20	3,542.80	57.82	
101-401.000-890.000	PARK MAINTENANCE	5,000.00	5,000.00	380.00	320.00	4,620.00	7.60	
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	16,632.72	1,582.47	4,367.28	79.20	
101-401.000-921.000	CONTRACTUAL SERVICES	102,336.00	102,336.00	93,836.05	8,530.55	8,499.95	91.69	
101-401.000-936.000	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	5,335.30	0.00	(2,835.30)	213.41	
Total Dept 401.000 - PUBLIC SERVICE		133,836.00	141,736.00	121,154.87	10,908.22	20,581.13	85.48	
Dept 501.000 - LEAF COLLECTION								
101-501.000-978.000	REFUSE EQUIP/ROLLOFF EXPEND	11,000.00	11,000.00	4,887.75	142.29	6,112.25	44.43	
Total Dept 501.000 - LEAF COLLECTION		11,000.00	11,000.00	4,887.75	142.29	6,112.25	44.43	
Dept 502.000								
101-502.000-801.001	SOCRRA	350,000.00	350,000.00	284,976.58	27,192.00	65,023.42	81.42	
Total Dept 502.000		350,000.00	350,000.00	284,976.58	27,192.00	65,023.42	81.42	
Dept 601.000 - RECREATION								
101-601.000-701.000	SALARIES FULL-TIME	30,900.00	30,900.00	18,076.93	2,500.00	12,823.07	58.50	
101-601.000-703.000	EMPLOYEE TAXES & BENEFITS	9,916.00	9,916.00	5,554.39	1,173.02	4,361.61	56.01	
101-601.000-712.000	WORKER'S COMP INSURANCE	500.00	500.00	500.00	500.00	0.00	100.00	
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	0.00	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	5.00	0.00	995.00	0.50	
101-601.000-812.000	COMMUNITY EVENTS	20,000.00	20,000.00	17,963.78	1,857.62	2,036.22	89.82	
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	48,058.50	6,030.64	73,757.50	39.45	
Dept 811.000								

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PERIOD ENDING 05/31/2019

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	05/31/2019 NORM (ABNORM)	MONTH 05/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-811.000-970.000	CAPITAL EXPENDITURE	94,100.00	94,100.00	94,100.00	0.00	0.00	100.00
101-811.000-999.203	TRANSFER OUT TO LOCAL ROADS	145,420.00	145,420.00	145,420.00	0.00	0.00	100.00
Total Dept 811.000		239,520.00	239,520.00	239,520.00	0.00	0.00	100.00
TOTAL EXPENDITURES		4,049,771.00	4,093,250.00	3,549,901.61	250,804.55	543,348.39	86.73
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		4,052,322.00	4,076,244.00	3,906,131.08	70,847.88	170,112.92	95.83
TOTAL EXPENDITURES		4,049,771.00	4,093,250.00	3,549,901.61	250,804.55	543,348.39	86.73
NET OF REVENUES & EXPENDITURES		2,551.00	(17,006.00)	356,229.47	(179,956.67)	(373,235.47)	2,094.73

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PERIOD ENDING 05/31/2019

GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE 05/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/19 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2018-19 AMENDED BUDGET			BALANCE NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 202 - MAJOR ROAD FUND								
Revenues								
Dept 000.000								
202-000.000-556.000	OTHER STATE GRANTS	0.00	54,000.00	54,358.94	0.00	(358.94)		100.66
Total Dept 000.000		0.00	54,000.00	54,358.94	0.00	(358.94)		100.66
Dept 702.000								
202-702.000-574.000	STATE SHARED REVENUES	312,814.00	312,814.00	235,418.65	29,327.27	77,395.35		75.26
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	235,418.65	29,327.27	77,795.35		75.16
TOTAL REVENUES		313,214.00	367,214.00	289,777.59	29,327.27	77,436.41		78.91
Expenditures								
Dept 702.000								
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	4,005.00	4,005.00	1,125.47	70.89	2,879.53		28.10
202-702.000-705.000	SALARIES-ADMIN	5,250.00	5,250.00	4,812.50	437.50	437.50		91.67
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	2,074.00	0.00	2,926.00		41.48
202-702.000-861.000	ROAD MAINTENANCE	5,000.00	5,000.00	2,956.22	242.65	2,043.78		59.12
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	14,351.73	1,831.18	10,648.27		57.41
202-702.000-866.000	SNOW & ICE REMOVAL	5,500.00	5,500.00	6,262.64	0.00	(762.64)		113.87
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	16,292.51	2,360.75	13,707.49		54.31
202-702.000-921.000	CONTRACTUAL SERVICES	52,853.00	52,853.00	48,445.21	4,404.11	4,407.79		91.66
202-702.000-970.000	CAPITAL EXPENDITURE	0.00	0.00	44,395.50	44,395.50	(44,395.50)		100.00
202-702.000-999.203	TRANSFER OUT TO LOCAL ROADS	67,056.00	67,056.00	67,056.00	0.00	0.00		100.00
Total Dept 702.000		214,917.00	214,917.00	217,146.78	53,742.58	(2,229.78)		101.04
TOTAL EXPENDITURES		214,917.00	214,917.00	217,146.78	53,742.58	(2,229.78)		101.04
Fund 202 - MAJOR ROAD FUND:								
TOTAL REVENUES		313,214.00	367,214.00	289,777.59	29,327.27	77,436.41		78.91
TOTAL EXPENDITURES		214,917.00	214,917.00	217,146.78	53,742.58	(2,229.78)		101.04
NET OF REVENUES & EXPENDITURES		98,297.00	152,297.00	72,630.81	(24,415.31)	79,666.19		47.69

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PERIOD ENDING 05/31/2019

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDGT
		ORIGINAL BUDGET	AMENDED BUDGET	05/31/2019 NORM (ABNORM)	MONTH 05/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 203 - LOCAL ROAD FUND							
Revenues							
Dept 703.000							
203-703.000-415.000	MISCELLANEOUS REVENUE	0.00	14,000.00	14,035.00	0.00	(35.00)	100.25
203-703.000-574.000	STATE SHARED REVENUES	104,271.00	104,271.00	110,130.28	13,713.38	(5,859.28)	105.62
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	145,420.00	0.00	0.00	100.00
203-703.000-690.202	TRANSFER IN FROM MAJOR ROADS	67,056.00	67,056.00	67,056.00	0.00	0.00	100.00
Total Dept 703.000		317,047.00	331,047.00	336,641.28	13,713.38	(5,594.28)	101.69
TOTAL REVENUES		317,047.00	331,047.00	336,641.28	13,713.38	(5,594.28)	101.69
Expenditures							
Dept 703.000							
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	4,274.00	4,274.00	1,125.46	70.89	3,148.54	26.33
203-703.000-705.000	SALARIES-ADMIN	5,250.00	5,250.00	4,812.50	437.50	437.50	91.67
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	340,000.00	355,472.66	242.65	(15,472.66)	104.55
203-703.000-862.000	ROADSIDE MAINTENANCE	0.00	1,100.00	404.18	135.86	695.82	36.74
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	6,262.63	0.00	(1,262.63)	125.25
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	16,292.49	2,360.75	13,707.51	54.31
203-703.000-921.000	CONTRACTUAL SERVICES	52,853.00	52,853.00	48,445.21	4,404.11	4,407.79	91.66
203-703.000-970.000	CAPITAL EXPENDITURE	90,000.00	90,000.00	44,395.50	44,395.50	45,604.50	49.33
Total Dept 703.000		518,235.00	540,598.00	480,331.63	52,047.26	60,266.37	88.85
TOTAL EXPENDITURES		518,235.00	540,598.00	480,331.63	52,047.26	60,266.37	88.85
Fund 203 - LOCAL ROAD FUND:							
TOTAL REVENUES		317,047.00	331,047.00	336,641.28	13,713.38	(5,594.28)	101.69
TOTAL EXPENDITURES		518,235.00	540,598.00	480,331.63	52,047.26	60,266.37	88.85
NET OF REVENUES & EXPENDITURES		(201,188.00)	(209,551.00)	(143,690.35)	(38,333.88)	(65,860.65)	68.57

User: PAM

DB: Lathrup

PERIOD ENDING 05/31/2019

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	05/31/2019 NORM (ABNORM)	MONTH 05/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 258 - CAPITAL ACQUISITION FUND							
Revenues							
Dept 000.000							
258-000.000-446.000	INVESTMENT INTEREST	400.00	1,400.00	1,579.27	148.22	(179.27)	112.81
258-000.000-690.101	TRANSFER IN FROM GENERAL FUND	94,100.00	94,100.00	94,100.00	0.00	0.00	100.00
Total Dept 000.000		94,500.00	95,500.00	95,679.27	148.22	(179.27)	100.19
TOTAL REVENUES		94,500.00	95,500.00	95,679.27	148.22	(179.27)	100.19
Expenditures							
Dept 000.000							
258-000.000-970.000	CAPITAL EXPENDITURE	94,100.00	94,100.00	95,874.61	27,580.01	(1,774.61)	101.89
Total Dept 000.000		94,100.00	94,100.00	95,874.61	27,580.01	(1,774.61)	101.89
TOTAL EXPENDITURES		94,100.00	94,100.00	95,874.61	27,580.01	(1,774.61)	101.89
Fund 258 - CAPITAL ACQUISITION FUND:							
TOTAL REVENUES		94,500.00	95,500.00	95,679.27	148.22	(179.27)	100.19
TOTAL EXPENDITURES		94,100.00	94,100.00	95,874.61	27,580.01	(1,774.61)	101.89
NET OF REVENUES & EXPENDITURES		400.00	1,400.00	(195.34)	(27,431.79)	1,595.34	13.95

User: PAM

DB: Lathrup

PERIOD ENDING 05/31/2019

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BGDGT USED
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Dept 000.000							
494-000.000-407.000	TIFA-CAPTURE TAXES	80,000.00	80,000.00	103,072.30	0.00	(23,072.30)	128.84
494-000.000-410.000	TAX COLLECTED OTHER	40,000.00	40,000.00	37,632.42	0.00	2,367.58	94.08
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	5,927.34	0.00	(5,927.34)	100.00
494-000.000-446.000	INVESTMENT INTEREST	8,500.00	8,500.00	13,547.55	1,271.48	(5,047.55)	159.38
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	160,179.61	1,271.48	(26,869.61)	120.16
TOTAL REVENUES		133,310.00	133,310.00	160,179.61	1,271.48	(26,869.61)	120.16
Expenditures							
Dept 000.000							
494-000.000-701.000	SALARIES FULL-TIME	55,469.00	55,469.00	38,130.64	4,541.66	17,338.36	68.74
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	16,004.24	2,023.65	5,995.76	72.75
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	618.41	0.00	1,381.59	30.92
494-000.000-844.000	MAIN STREET PROGRAM	7,600.00	7,600.00	4,350.18	2,332.97	3,249.82	57.24
494-000.000-845.000	STREETSCAPING	3,000.00	3,000.00	2,830.00	0.00	170.00	94.33
494-000.000-882.000	PLANNING/CONSULTING FEES	16,000.00	16,000.00	24,351.64	2,375.00	(8,351.64)	152.20
494-000.000-887.000	FARMERS MARKET	19,270.00	19,270.00	12,813.12	850.00	6,456.88	66.49
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	0.00	(887.49)	110.96
494-000.000-955.000	MISCELLANEOUS EXPENDITURES	1,300.00	1,300.00	20.00	0.00	1,280.00	1.54
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	109,876.72	12,123.28	73,312.28	59.98
TOTAL EXPENDITURES		183,189.00	183,189.00	109,876.72	12,123.28	73,312.28	59.98
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES		133,310.00	133,310.00	160,179.61	1,271.48	(26,869.61)	120.16
TOTAL EXPENDITURES		183,189.00	183,189.00	109,876.72	12,123.28	73,312.28	59.98
NET OF REVENUES & EXPENDITURES		(49,879.00)	(49,879.00)	50,302.89	(10,851.80)	(100,181.89)	100.85

User: PAM

DB: Lathrup

PERIOD ENDING 05/31/2019

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BGDGT 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	39,930.44	1,787.00	69.56	99.83
592-536.000-640.000	WATER SERVICE	571,221.00	571,221.00	565,750.41	46,043.24	5,470.59	99.04
592-536.000-641.000	WATER & SEWER PENALTIES	25,000.00	25,000.00	1,902.14	165.07	23,097.86	7.61
592-536.000-642.000	METER CHARGE REVENUE	70,556.00	70,556.00	63,328.49	5,756.39	7,227.51	89.76
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	5,794.51	610.56	(2,794.51)	193.15
Total Dept 536.000 - WATER DEPARTMENT		860,233.00	860,233.00	676,705.99	54,362.26	183,527.01	78.67
Dept 537.000 - SEWER DEPARTMENT							
592-537.000-641.000	WATER & SEWER PENALTIES	43,000.00	43,000.00	66,423.80	5,843.89	(23,423.80)	154.47
592-537.000-645.000	SEWAGE DISPOSAL REVENUE	1,497,234.00	1,497,234.00	1,174,603.10	95,551.92	322,630.90	78.45
592-537.000-651.000	INDUSTRIAL SURCHARGE	43,000.00	43,000.00	26,497.34	1,141.54	16,502.66	61.62
592-537.000-665.000	INVESTMENT INTEREST	1,700.00	1,700.00	5,794.43	610.54	(4,094.43)	340.85
Total Dept 537.000 - SEWER DEPARTMENT		1,584,934.00	1,584,934.00	1,273,318.67	103,147.89	311,615.33	80.34
TOTAL REVENUES		2,445,167.00	2,445,167.00	1,950,024.66	157,510.15	495,142.34	79.75
Expenditures							
Dept 536.000 - WATER DEPARTMENT							
592-536.000-701.000	SALARIES FULL-TIME	17,888.00	17,888.00	16,401.51	1,490.62	1,486.49	91.69
592-536.000-703.000	EMPLOYEE TAXES & BENEFITS	68,414.00	68,414.00	90,392.48	7,599.45	(21,978.48)	132.13
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	4,881.00	4,881.00	0.00	0.00	100.00
592-536.000-875.000	PENSION EXPENSE	1,626.00	1,626.00	0.00	0.00	1,626.00	0.00
592-536.000-902.000	BILLING SERVICES	20,000.00	20,000.00	9,369.19	600.00	10,630.81	46.85
592-536.000-921.000	CONTRACTUAL SERVICES	59,397.00	59,397.00	55,206.13	4,948.83	4,190.87	92.94
592-536.000-935.000	EQUIPMENT REPLACEMENT	20,000.00	20,000.00	544.12	0.00	19,455.88	2.72
592-536.000-937.000	WATER SYSTEM MAINTENANCE	80,000.00	80,000.00	95,887.07	13,855.62	(15,887.07)	119.86
592-536.000-940.000	RENT & UTILITIES WATER & SEWE	4,917.00	4,917.00	4,917.00	0.00	0.00	100.00
592-536.000-944.000	WATER PURCHASES	325,600.00	325,600.00	328,695.26	64,451.31	(3,095.26)	100.95
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	182,044.10	13,327.25	317,955.90	36.41
Total Dept 536.000 - WATER DEPARTMENT		1,124,341.00	1,125,466.00	795,326.86	106,273.08	330,139.14	70.67
Dept 537.000 - SEWER DEPARTMENT							
592-537.000-701.000	SALARIES FULL-TIME	17,888.00	17,888.00	18,042.13	1,490.62	(154.13)	100.86
592-537.000-703.000	EMPLOYEE TAXES & BENEFITS	14,451.00	15,326.00	23,411.78	2,187.47	(8,085.78)	152.76
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	37,296.06	0.00	3,169.94	92.17
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	4,881.00	4,881.00	0.00	0.00	100.00
592-537.000-921.000	CONTRACTUAL SERVICES	59,397.00	59,397.00	54,437.13	4,948.83	4,959.87	91.65
592-537.000-939.000	SEWER SYTEM MAINTENANCE	118,000.00	118,000.00	6,404.93	14.28	111,595.07	5.43
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	788,406.60	78,840.66	164,393.40	82.75
592-537.000-945.000	RETENTION TANK-UTIL ELEC	18,729.00	18,729.00	9,612.48	1,106.92	9,116.52	51.32
592-537.000-946.000	RETENTION TANK UTIL-WATER	5,000.00	5,000.00	757.24	68.84	4,242.76	15.14

User: PAM

DB: Lathrup

PERIOD ENDING 05/31/2019

GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE 05/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/19 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	202.99	17.92	97.01		67.66
592-537.000-948.000	RETENTION TANK UTIL-TELEPHONE	1,700.00	3,180.00	2,883.08	145.56	296.92		90.66
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	9,181.29	1,996.74	5,818.71		61.21
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	12,661.29	1,406.81	19,938.71		38.84
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	15,402.86	1,990.00	4,597.14		77.01
Total Dept 537.000 - SEWER DEPARTMENT		1,462,637.00	1,466,117.00	1,023,790.35	94,214.65	442,326.65		69.83
TOTAL EXPENDITURES		2,586,978.00	2,591,583.00	1,819,117.21	200,487.73	772,465.79		70.19
Fund 592 - WATER & SEWER FUND:								
TOTAL REVENUES		2,445,167.00	2,445,167.00	1,950,024.66	157,510.15	495,142.34		79.75
TOTAL EXPENDITURES		2,586,978.00	2,591,583.00	1,819,117.21	200,487.73	772,465.79		70.19
NET OF REVENUES & EXPENDITURES		(141,811.00)	(146,416.00)	130,907.45	(42,977.58)	(277,323.45)		89.41
TOTAL REVENUES - ALL FUNDS								
TOTAL REVENUES - ALL FUNDS		7,355,560.00	7,448,482.00	6,738,433.49	272,818.38	710,048.51		90.47
TOTAL EXPENDITURES - ALL FUNDS								
TOTAL EXPENDITURES - ALL FUNDS		7,647,190.00	7,717,637.00	6,272,248.56	596,785.41	1,445,388.44		81.27
NET OF REVENUES & EXPENDITURES		(291,630.00)	(269,155.00)	466,184.93	(323,967.03)	(735,339.93)		173.20

BUDGET REPORT (REVENUES VERSUS EXPENDITURES) FOR MONTH ENDED MAY 31, 2019

	<u>Revenues Through 5/31/2019</u>	<u>Expenses Through 5/31/2019</u>	<u>Revenues Over (Under) Expenses</u>
101-GENERAL FUND	3,906,131	3,549,902	356,229
202-MAJOR STREET FUND	289,778	217,147	72,631
203-LOCAL STREET FUND	336,641	480,332	(143,690)
258-CAPITAL ACQUISITION FUND	95,679	95,875	(195)
494-DOWNTOWN DEVELOPMENT AUTHORITY	160,180	109,877	50,303
592-WATER & SEWER FUND	1,950,025	1,819,117	130,907
GRAND TOTAL ALL FUNDS	<u>6,738,433</u>	<u>6,272,249</u>	<u>466,185</u>

CITY OF LATHRUP VILLAGE DEPARTMENT REPORTS

May 2019 Police Summaries

5/1/19 19-3655: Criminal Sexual Conduct

An individual came into the LVPD to report a sexual assault that possibly happened to a child several years ago at a residence within the City of Lathrup Village. The case has been turned over to the LVPD Detective and is currently under investigation.

5/1/19 19-3669: Mental Health Call

Officers were dispatched to a residence for an individual who ingested a large quantity of pills. After an investigation, Officers and Southfield Fire transported the individual to a medical facility for treatment, and also for a mental health evaluation.

5/2/19 19-3701: Larceny

An individual came to the LVPD to report that their license plate had been stolen off of their vehicle. The reporting party did not have any suspects. A report was taken on the incident.

5/6/19 19-3827: MDOP

Officers were dispatched to a local residence for a rock that was thrown through a porch window. Officers spoke with the home owners and took pictures of the damage. The home owners did not see who threw the rock through their window. The case is under investigation.

5/6/19 19-3837: Suspicious Circumstances

Officers were dispatched to a local residence due to a front bay window being broke. The reporting party stated that a lawn care company was mowing their grass, and when they were done, the reporting party noticed a pop can on the front porch, and the broken window. After an investigation, Officers found nothing was missing from the residence, and they also found puncture marks in the pop can. It was determined that a lawn mower struck the pop can, making it into a projectile and causing the damage to the window. The reporting party was advised on actions to take with the lawn care company.

5/7/19 19-3880: DWLS

Officers conducted a traffic stop and discovered the driver to have a suspended driver's license. The driver was issued a citation for DWLS and then was taken to a medical facility due to a medical condition. The vehicle was impounded.

5/7/19 19-3898: Peace Officer Duties

Officers were dispatched to a local residence so they could be a civil standby while an ex-boyfriend was packing their stuff and leaving the residence. Officers stood by until belongings were gathered and the ex-boyfriend left the area.

5/7/19 19-3930: Misdemeanor Arrest Warrant

Officers conducted a traffic stop and found the driver to have a valid warrant. The driver was taken into custody and then turned over to the agency that the warrant was out of.

5/8/19 19-3935: Family Trouble

Officers were dispatched to a local residence due to an argument between father and daughter. After an investigation, Officers determined that the dispute was verbal only. Officers were able to help mediate the situation.

5/10/19 19-3986: Assist Other Agency

Officers were dispatched to a vacant local residence because DPW workers could hear running water. Officers were able to gain entry into the residence so that DPW workers could shut off the water/main valve. Upon exiting the residence, doors were secured.

5/11/19 19-4028: Felony Arrest Warrant

Officers conducted a traffic stop and found the driver to have a valid warrant from another agency. The driver was taken into custody and turned over to the agency that the warrant was out of.

5/14/19 19-4143: Mental Health Call

Officers were dispatched for a suicidal individual. Officers spoke with the individual and were able to get them to agree to go to a medical facility for evaluation. Officers transported the individual to a medical facility and turned them over to hospital staff.

5/14/19 19-4144: Neighborhood Trouble

Officers were dispatched to a residence for two individuals arguing outside. Officers were able to determine that the argument was between two individuals that used to be in a dating relationship. Officers were able to help mediate the situation.

5/16/19 19-4209: Misdemeanor Arrest Warrant

Officers conducted a traffic stop and found the driver to have a valid warrant. The driver was taken into custody and then turned over to the agency that the warrant was out of.

5/16/19 19-4211: Customer Trouble

Officers were dispatched to a local business for trouble between employees and a customer. Officers spoke with all parties and were able to help mediate the situation.

5/17/19 19-4241: Vehicle Lockout

Officers were dispatched to a local business for an individual who locked their keys in their vehicle. Officers were able to gain access to the vehicle without incident.

5/17/19 19-4253: Operating Under the Influence of Alcohol

Officers conducted a traffic stop on a vehicle for a traffic violation. Through an investigation it was determined that the driver was operating while under the influence of alcohol. The vehicle was impounded and the driver was arrested.

5/17/19 19-4254: Larceny

An individual came to the LVPD to report that a phone they were trying to sell was stolen. The reporting party stated they were trying to sell a phone and the buyer paid with counterfeit money. The reporting party stated that they no longer had the counterfeit bills because they threw them away. A written statement was filled out by the reporting party, and a report was taken.

5/20/19 19-4331: Operating While Under the Influence of Alcohol

Officers conducted a traffic stop on a vehicle for a traffic violation. Through an investigation it was determined that the driver was operating while under the influence of alcohol. The vehicle was impounded and the driver was arrested.

5/21/19 19-4385: Animal Complaint

Officers were dispatched to a local residence for a loose dog trapped in the backyard. Officers were able to safely secure the dog and return the dog to its owner.

5/22/19 19-4418: Mental Health Call

Officers were dispatched for a suicidal individual. Officers spoke with the individual and were able to get them to agree to go to a medical facility for evaluation. Officers transported the individual to a medical facility and turned them over to hospital staff.

5/24/19 19-4494: Intimidation

Officers were dispatched to a local business for threats made via telephone from a customer to an employee. Officers spoke with all parties and took statements. The situation is under investigation.

5/24/19 19-4500: DWLS

Officers conducted a traffic stop and discovered the driver to have a suspended driver's license. The driver was issued a citation for DWLS and then taken to Berkley PD for processing. The vehicle was impounded. The individual was released after posting bond.

5/24/19 19-4510: Mental Health Call

Officers were dispatched for a suicidal individual. Officers spoke with the individual and were able to get them to agree to go to a medical facility for evaluation. Officers transported the individual to a medical facility and turned them over to hospital staff.

5/27/19 19-4619: Family Trouble

Officers were dispatched to a local residence for a family trouble report. Upon arrival Officers found spouses that were arguing. Officers spoke with both parties and took statements. The two individuals were separated for the evening.

5/29/19 19-4670: Animal Complaint

Officers were dispatched to a local residence for loose dogs in the backyard. Officers were able to safely secure the dogs and return the dogs to their owner.

5/29/19 19-4681: Misdemeanor Arrest Warrant

Officers were dispatched to meet another agency that had an individual on a LVPD warrant. The individual was taken to Berkley PD for processing and then released.

5/31/19 19-4755: Fraud

An individual came to the LVPD to report that property was taken from their residence. The reporting party stated that a caretaker had stolen their checkbook and was cashing unauthorized checks. Officers spoke with all parties and took statements. The situation is under investigation.



Date: June 13, 2019

To: Sheryl Mitchell, City Administrator

From: Susie Stec, Manager – Community & Economic Development

Re: Department Report

Redevelopment Ready Communities (RRC)

I'm continuing to work on our recertification which must be completed by the end of the year. I've submitted our Action Plan to our RRC representatives and set-up regular, monthly status update meetings.

Trainings/Events/Networking

I have/will be attending the following trainings:

- SEMCOG Training Wheels – May 21, 2019
- Southfield Road Corridor Clean-Up – June 1, 2019
- Planner's Gathering MH Citizens Academy – June 7, 2019
- MSOC Resolving Conflict on Main Street – June 19, 2019

Planning Commission

The LVPC set a public hearing for Tuesday, June 18th for Planned Unit Developments (PUD), as well as additional text amendments related to drive-thru standards. At that same meeting there will be a public hearing for the Capital Improvements Plan.

The PC will also begin the process of updating the city's master plan later this summer.

DDA

The DDA Board of Directors approved the FY 19/20 budget at their April meeting and will be considering minor amendments at their meeting on Friday, June 14th. The Southfield Road Corridor Clean-up was a success! Approximately 16-20 volunteers picked up trash & debris along the entire stretch of Southfield from Lincoln to 12 Mile. As the Lions Club has adopted Southfield Road from 11 Mile to 12 Mile, I will be reaching out to them regarding their upcoming clean-up dates (which are set by MDOT/RCOC). The EV and Promotions Committees have been working on banner concepts. I've spoken with the contractors and if we can get approvals and a location map to them by next week, they should be able to get the banners installed by July 4th.

Grant/Award Opportunities

- [Partners in Preservation](#) – Still no word on whether LV was selected for this opportunity.
- SEMCOG TAP Grant – We will be submitting an application to implement our bike route plan. The application is due June 26th.



Date: June 11, 2019
To: Sheryl Mitchell, City Administrator
From: Christopher Clough, Parks & Recreation Coordinator
Re: Department Report

May and June continued to be focused on events. However, progress was also made on the Farmers Market and park policies. Additionally, we have a recreation intern. Keri Geiss just graduated from Royal Oak High School and will be pursuing a degree in therapeutic recreation at Eastern Michigan in the Fall. She is very interested in event planning and has already been a big help.

Concerts in the Park

The concerts start in about 2 weeks. My biggest concern is in trying to nail down and coordinate food vendors. I also need to ensure that the park is in order for the concerts. I am struggling to get the park weed whacked because of the dampness of the grounds. However, I have been assured everything will be in order for the events. Additionally, I need to understand the set up of the site and follow up on details that Vanessa Barnett mentioned.

Farmers Market

We have coordinated a partnership with the Royal Oak Farmers Market and the City of Southfield to offer a free shuttle between Lathrup Village and the ROFM this summer. The shuttle will be paid for using our SMART credits. So far feedback has been very positive from residents. The shuttle starts June 29 and will run every other Saturday from 9-12 pm.

I am also exploring starting a community vegetable garden.

Family Fun Fridays

Art Explosion! June 28

The Art Explosion event is in good shape. I've been reconfirming with artists and vendors. I've shared the site plan with the police department. Focus is on marketing and follow up on details.

Beach Party July 26

Keri has been working on securing additional activities and a band. We have volleyball, frisbee, hula hoop, bocce and corn hole planned.

Back to School Rally Aug 23

The partnership with LOGOS has been very positive and beneficial. We have many activities set for this event but are looking for more to fill the space in Lathrup Park which connects our two campuses. Additional sponsors are welcomed.

Summer in the Village: Caribbean Festival September 14

We just received a proposal for the event and I am excited for the plans.

Classes/Programs

I met with One Life Fitness to draw a contract for the new fiscal year. They haven't had a new contract in a decade. The revenue splits will be more favorable to us although still far from industry standard.

Rentals

Although the outdoor policies were adopted and are in place. The Ordinance to enforce the policies is being drafted by the City Attorney. Work on the indoor policies is being drafted. I have also met with the Russian Ballet to discuss their new contract and terms.

Parks

We received a \$400 donation from the Women's Club to start on the Memorial Tree project. One of our residents has been volunteering her time and expertise to assist with that project.

I've been working on getting a routine maintenance for weeds established at Municipal Park.

Although no residents showed up for the Goldengate Park cleanup, three staff did come through and cleared some scrub trees. I am still planning to host a cleanup of the other two parks.

Social Media

In the past month our Recreation Facebook page has reached nearly 16,000 people with more than 1,800 engagements. These are huge improvements, largely due to our Lord Yancyy post. I will post for each artist in our concert series.

Enforcements By Category

06/03/19

INOPERABLE VEHICLE

Enforcement Number	Address	Status	Filed	Closed
28711 SUNSET W BLVD		Discovered	05/22/19	
2 vehicles with flat tires in drive. Repair or remove vehicles				
19010 WILTSHIRE BLVD		Problem Reported	05/29/19	
Silver Navagator Lic # CBT 733 Inoperable flat tire. Remove or repair vehicle				
17501 MARGATE AVE		Discovered	05/31/19	
Chrysler Lic # LEZ7955 parked in drive flat tire. Remove or repair vehicle				

Total Inoperable Vehicle Entries: 3

PROPERTY MAINTENANCE

Enforcement Number	Address	Status	Filed	Closed
18100 W 11 MILE RD			05/03/19	
Retaining wall in the rear collapsed				
27330 SOUTHFIELD RD Ste. A		Resolved	05/22/19	05/22/19
Report that they have a decal in the window with offensive language				
18805 W GLENWOOD BLVD		Discovered	05/22/19	
Tree down rear yard				
26021 SOUTHFIELD RD			05/24/19	
Loose Bages of Trash in the Alley				
28551 SOUTHFIELD RD STE 203		Problem Reported	05/29/19	
Rita following is complaint made by City Council member28551 Southfield Road (Skyway Travel Building): They also have a				
27215 SOUTHFIELD RD		Problem Reported	05/29/19	
Please see following complaint by City Council Member and correct. Thank you27215 Southfield Road (Residential Staffing):				
28505 SOUTHFIELD RD		Problem Reported	05/29/19	
Ms. Byrd please see following complaint made by City Council Member and make nessasary repairs.Thank you28505 Southfie				

Total Property Maintenance Entries: 7

SIDEWALK OBSTRUCTED

Enforcement Number	Address	Status	Filed	Closed
28725 SUNSET W BLVD		Resolved	05/22/19	05/31/19
cars parked over sidewalk				

Enforcements By Category

06/03/19

Total Sidewalk Obstructed Entries: 1

TALL GRASS/ WEEDS

Enforcement Number	Address	Status	Filed	Closed
18891 RAINBOW DR		Discovered	05/22/19	
	tall grass			
18810 DOLORES AVE		Discovered	05/22/19	
	tall grass			
28425 WOODWORTH WAY		Discovered	05/22/19	
	If grass is not cut within 5 days of date of this letter City will cut and place lein on property through the property tax			
27251 SANTA BARBARA DR		Discovered	05/22/19	
	If grass is not cut within 5 days of date of this letter City will cut and place lein on property through the property tax			
28861 SOUTHFIELD		Discovered	05/29/19	
	Tall grass Damaged parking blocksCut grass and replace/properly instal Parking Bumper Blocks			
18155 AVILLA BLVD		Discovered	05/29/19	
	Cut tall grass			
28715 SOMERSET PL		Discovered	05/29/19	
	Cut grass			
18476 ROSELAND BLVD		Discovered	05/29/19	
	Cut tall grass			
18811 ALHAMBRA AVE		Discovered	05/29/19	
	Cut tall grass			
28420 WOODWORTH WAY		Discovered	05/29/19	
	Cut tall grass			
26721 MEADOWBROOK WAY		Discovered	05/29/19	
	Cut tall grass			
28725 SUNSET W BLVD		Discovered	05/31/19	
	Tall grass			

Total Tall Grass/ Weeds Entries: 12

VEHICLE STORAGE

Enforcement Number	Address	Status	Filed	Closed
28265 ELDORADO PL		Resolved	05/03/19	05/09/19

Enforcements By Category

06/03/19

White jeep damaged and noplate parked next to drive. Remove vehicle

18878 SUNBRIGHT AVE	Discovered	05/03/19	
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Vehicle up on Jack Stands inoperable Mattresses placed in driveway next to vehicle, Gas can left out.

18590 SAN JOSE BLVD	Resolved	05/22/19	05/31/19
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RV parked in drive Ordinance only allows 48 hrs for loading and unloading

28615 BLOOMFIELD DR	Discovered	05/29/19	
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Vehicle dispalyed for sale. Not permitted by City ordinance

Total Vehicle Storage Entries: 4

WORK W/O A PERMIT

Enforcement Number	Address	Status	Filed	Closed
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27850 SAN JOSE CT		Discovered	05/03/19	
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Met guy at door working inside home. Asked ime to get owner to call me

26721 MEADOWBROOK WAY		Resolved	05/03/19	05/17/19
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Notice left work being done with out required permits

Total Work w/o a permit Entries: 2

Total Records: 29

Enforcement.CodeOfficer = Jim Wright AND
 Enforcement.DateFiled Between 5/1/2019 12:00:00 AM AND 5/31/2019 11:59:59 PM

Total Pages3

Enforcements By Category

06/03/19

INOPERABLE VEHICLE

Enforcement Number	Address	Status	Filed	Closed
18251 WILTSHIRE BLVD		Closed	05/03/19	05/23/19
Ford Van				
28725 BLOOMFIELD DR		Resolved	05/03/19	05/24/19
18414 ROSELAND BLVD		Discovered	05/03/19	
18170 ROSELAND BLVD		Closed	05/06/19	05/23/19
Inoperable Ford Explorer				
28731 BLACKSTONE DR		Discovered	05/06/19	
Buick				
18811 ALHAMBRA AVE			05/06/19	
Brown Cadillac				
17501 MARGATE AVE		Closed	05/06/19	05/23/19
2004 Chrysler				
17616 RAINBOW DR			05/06/19	
BLUE CROWN VIC				

Total Inoperable Vehicle Entries: 8

PROPERTY MAINTENANCE

Enforcement Number	Address	Status	Filed	Closed
26059 SOUTHFIELD RD			05/06/19	
trash in the ditch				

Total Property Maintenance Entries: 1

TALL GRASS/ WEEDS

Enforcement Number	Address	Status	Filed	Closed
28751 SUNSET W BLVD		Spoke W/ Resident	05/06/19	
Placing yard waste on neighboring property located on Alahambra				
18230 RAINBOW DR		Discovered	05/24/19	
18891 RAINBOW DR		Discovered	05/24/19	

Enforcements By Category

06/03/19

18457 SARATOGA BLVD

Discovered

05/28/19

Total Tall Grass/ Weeds Entries: 4

Total Records: 13

Enforcement.CodeOfficer = Kelda
London AND
Enforcement.DateFiled Between
5/1/2019 12:00:00 AM AND
5/31/2019 11:59:59 PM

Total Pages 2



HEADQUARTERS
 235 East Main Street
 Suite 105
 Northville, Michigan 48167

O 248.596.0920
 F 248.596.0930
 MCKA.COM

June 7, 2019

Invoice No: 21244 - 35

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 May 1, 2019 to May 31, 2019

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	7,622.00
Fee Each	.75
Total Fee	5,716.50

Total Fee \$5,716.50

CODE ENFORCEMENT SERVICES

Contract Amount

Number of Weeks	4.60
Fee Each	670.00
Total Fee	3,082.00

Total Fee \$3,082.00

BUILDING OFFICIAL RETAINER \$100/MONTH

Services as Building Official 100.00

Total \$100.00

Invoice Total \$8,898.50

Outstanding Invoices

Number	Date	Balance
34	5/7/2019	10,628.25
Total		\$10,628.25

THANK YOU. PLEASE REMIT TO ABOVE ADDRESS.

VIA EMAIL: SMITCHELL@LATHRUPVILLAGE.ORG



HEADQUARTERS
 235 East Main Street
 Suite 105
 Northville, Michigan 48167

O 248.596.0920
 F 248.596.0930
 MCKA.COM

June 7, 2019

Invoice No: 21328 - <Draft>

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 May 1, 2019 to May 31, 2019

PLUMBING, MECHANICAL AND ELECTRICAL PLAN REVIEWS

PLUMBING AND MECHANICAL REINSPECTIONS

MECHANICAL INSPECTIONS

Contract Amount

Number of Revenue \$	415.00
Fee Each	.65
Total Fee	269.75

Total Fee \$269.75

ELECTRICAL INSPECTIONS

Contract Amount

Number of Revenue \$	797.00
Fee Each	.65
Total Fee	518.05

Total Fee \$518.05

PLUMBING INSPECTIONS

Contract Amount

Number of Revenue \$	205.00
Fee Each	.65
Total Fee	133.25

Total Fee \$133.25

Invoice Total \$921.05

Outstanding Invoices

Number	Date	Balance
29	5/7/2019	1,036.75
Total		\$1,036.75

THANK YOU. PLEASE REMIT TO ABOVE ADDRESS.

VIA EMAIL: SMITCHELL@LATHRUPVILLAGE.ORG

Montly Inspection List

06/05/20

CHARLIE FORD

Record #	Address	Type	Date		Result	Permit Cost
			Scheduled	Completed		
PM190018	18421 SARATOGA BLVD	Final	05/09/19	05/09/19	Approved	105.00
PM190180	18210 MEADOWOOD AVE	Final	05/16/19	05/17/19	Approved	115.00
PM190184	27211 MEADOWBROOK WAY	Rough	05/23/19	05/24/19	Approved	110.00
PM190181	28601 SOUTHFIELD RD	Rough/Final	05/28/19	05/28/19	Approved	85.00

Total Inspections: 4 415.00

Report Summary

Inspection.DateTimeCompleted
Between 5/1/2019 12:00:00 AM
AND 5/31/2019 11:59:59 PM

Default Inspector

Record #	Address	Type	Date		Result	Permit Cost
			Scheduled	Completed		
E19-0071	18230 RAINBOW DR	Ordinance	05/23/19	05/24/19	Violation(s)	0.00
E19-0069	18266 RAINBOW DR	Ordinance	05/24/19	05/24/19	Violation(s)	0.00
E19-0070	18280 RAINBOW DR	Ordinance	05/24/19	05/24/19	Violation(s)	0.00
E19-0071	18230 RAINBOW DR	Ordinance	05/28/19	05/28/19	Not Complied	0.00

Total Inspections: 4 0.00

Report Summary

Inspection.DateTimeCompleted
Between 5/1/2019 12:00:00 AM
AND 5/31/2019 11:59:59 PM

DWAYNE FRANKS

Record #	Address	Type	Date		Result	Permit Cost
			Scheduled	Completed		
PB180079	19051 DOLORES AVE	Final	04/26/19	05/15/19	Approved	985.00
PB190013	18151 KILBIRNIE AVE	Final	05/24/19	05/24/19	Disapproved	245.00
PB190025	18900 LINCOLN DR	Final	05/24/19	05/24/19	Locked Out	417.00

Total Inspections: 3 1,647.00

Report Summary

Inspection.DateTimeCompleted
Between 5/1/2019 12:00:00 AM
AND 5/31/2019 11:59:59 PM

Jim Wright

Record #	Address	Type	Date		Result	Permit Cost
			Scheduled	Completed		
E17-0243	27330 SOUTHFIELD RD Ste. A	Ordinance	02/10/18	05/22/19	Complied	0.00
E18-0159	19010 WILTSHIRE BLVD	Ordinance	06/09/18	05/29/19	Complied	0.00
E18-0225	28711 SUNSET W BLVD	Ordinance	07/20/18	05/22/19	Complied	0.00
E19-0035	18505 W 12 MILE RD	Ordinance	05/01/19	05/01/19	Complied	0.00
PB190011	28665 ELDORADO PL	Final	05/03/19	05/03/19	Approved	200.00
E18-0227	18891 RAINBOW DR	Ordinance	05/03/19	05/03/19	Complied	0.00
PB190012	18606 RAINBOW DR	Final	05/03/19	05/03/19	Approved	635.00
PB190031	17525 MARGATE AVE	Open Roof	05/10/19	05/10/19	Approved	185.00
E19-0003	17630 ROSELAND BLVD	Ordinance	05/10/19	05/10/19	Complied	0.00
E19-0020	26333 SOUTHFIELD RD	Ordinance	05/10/19	05/10/19	Complied	0.00
CBUS-19-134	28600 SOUTHFIELD RD 103B	Initial	05/15/19	05/17/19	Complied	0.00
E19-0050	26721 MEADOWBROOK WAY	Ordinance	05/17/19	05/17/19	Complied	0.00
E19-0059	27330 SOUTHFIELD RD Ste. A	Ordinance	05/18/19	05/22/19	Complied	0.00
PB190032	17591 RAINBOW DR	Final	05/22/19	05/22/19	Approved	200.00
E19-0068	26021 SOUTHFIELD RD	Ordinance	05/28/19	05/24/19	Violation(s)	0.00
PB190024	18218 KILBIRNIE AVE	Final	05/29/19	05/29/19	Approved	185.00
PB180110	18140 LINCOLN DR	Final	05/29/19	05/29/19	Approved	365.00
PB190013	18151 KILBIRNIE AVE	Final	05/30/19	05/29/19	Approved	245.00
PB190025	18900 LINCOLN DR	Final	05/30/19	05/29/19	Approved	417.00
E19-0063	18590 SAN JOSE BLVD	Ordinance	05/31/19	05/31/19	Complied	0.00
E19-0064	28725 SUNSET W BLVD	Ordinance	05/31/19	05/31/19	Complied	0.00

Total Inspections: 21

2,432.0

Report Summary

Inspection.DateTimeCompleted
Between 5/1/2019 12:00:00 AM
AND 5/31/2019 11:59:59 PM

Kelda London

Record #	Address	Type	Date		Result	Permit Cost
			Scheduled	Completed		
E19-0058	27411 SOUTHFIELD RD	Ordinance	04/26/19	05/20/19	Complied	0.00
E19-0042	19010 WILTSHIRE BLVD	Ordinance	04/30/19	05/22/19	Violation(s)	0.00
E19-0033	26676 LATHRUP BLVD	Follow-up	05/10/19	05/06/19	Complied	0.00
E19-0047	28265 ELDORADO PL	Ordinance	05/15/19	05/09/19	Complied	0.00
E19-0052	18170 ROSELAND BLVD	Follow-up	05/20/19	05/23/19	Complied	0.00
E19-0055	17501 MARGATE AVE	Ordinance	05/20/19	05/23/19	Complied	0.00
E19-0044	18251 WILTSHIRE BLVD	Follow-up	05/20/19	05/23/19	Complied	0.00
E19-0045	28725 BLOOMFIELD DR	Follow-up	05/20/19	05/24/19	Complied	0.00
E19-0041	28256 LATHRUP BLVD	Ordinance	05/28/19	05/30/19	Complied	0.00

Total Inspections: 10 0.00

Report Summary

Inspection.DateTimeCompleted
Between 5/1/2019 12:00:00 AM
AND 5/31/2019 11:59:59 PM

paul cronk

Record #	Address	Type	Date		Result	Permit Cost
			Scheduled	Completed		
PE190026	18421 SARATOGA BLVD	Final	05/09/19	05/09/19	Disapproved	110.00
PE190028	18210 MEADOWOOD AVE	Final	05/16/19	05/17/19	Approved	95.00
PE190033	27265 LATHRUP BLVD	Final	05/21/19	05/21/19	Approved	105.00
PE190030	27900 EVERGREEN RD	Final	05/21/19	05/21/19	Approved	85.00
PE190036	27211 MEADOWBROOK WAY	Rough	05/23/19	05/23/19	Approved	142.00
PE190029	28601 SOUTHFIELD RD	open ceiling	05/28/19	05/28/19	Approved	155.00
PE190026	18421 SARATOGA BLVD	Final	05/30/19	05/30/19	Approved	110.00

Total Inspections: 7 802.00

Report Summary

Inspection.DateTimeCompleted
Between 5/1/2019 12:00:00 AM
AND 5/31/2019 11:59:59 PM



COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl L. Mitchell, City Administrator

DA: June 17 2018

RE: **MOTION TO ACCEPT SANITARY RETENTION TANK AND GRINDER PUMPS OPERATION AND MAINTENANCE AGREEMENT.**

The City of Lathrup Village owns and operates a Sanitary Retention Tank (“Tank”). Lathrup Village was subject to an Administrative Consent Order in 2007 (ACO-SW05-007) under which the City undertook numerous improvements to the tanks and the sewer system. A significant Sanitary Sewer Overflow (SSO) occurred on Sept. 29, 2016. Subsequently, significant repairs were identified as being required and were addressed. The MDEQ reported “that these repairs might have been avoided if there had been a knowledgeable operator in charge, and required operation and maintenance procedures and repairs had been carried appropriately.”

A communication from the MDEQ in October 2017, indicated their expectation that we put in place an “acceptable professional” with 24/7/365 service. They recommended the Oakland County Water Resource Commission (OCWRC). If anyone other than the OCWRC is selected, the DEQ/EGLE must be notified and satisfied that the organization can provide the required service.

An agreement has been reached with the OCWRC for the 24/7/365 operations, maintenance, and repairs. The OCWRC 24-hr dispatch. Oakland County has a safety dispatch staff that is manned 24/7 365 days per year who monitor alarms for all sites that have an active SCADA system and contact the appropriate on-call supervisor to resolve any emergency situations. The City will continue to cover the utilities.

The OCWRC operates and maintains 4 CSO retention treatment basins, 5 sanitary retention tanks/tunnels, approximately 200 sanitary pump stations, 4 wastewater treatment plants, several community drinking water well systems, approximately 3,000 residential grinder pumps and more.

The adopted FY 2019/20 budget anticipates contracting with Oakland County Water Resource Commission for the operation of the Sanitary Retention Tank, as follows:

Period	Start up (salary & materials)	Operations & Maintenance	Reserve Fund- Capital / Equip	TOTAL
Year 1	\$25,000	\$50,000	\$25,000	\$100,000
Year 2	-	\$50,000	\$25,000	\$ 75,000

An initial deposit of \$25,000 in order to seed the new fund for WRC payroll and smaller material purchases. After the initial \$25,000 deposit, OCWRC would charge \$75,000 annually on a quarterly basis, \$18,750/quarter, for ongoing operations and maintenance.

It is anticipated that it will cost roughly \$50,000 annually for normal operations and maintenance (O&M) and the remaining \$25,000/year would be going to slowly build a reserve fund for capital projects and equipment replacement.

Following our approval, the Agreement goes before the Oakland County Board of Commissioners (July 18, 2019) for final adoption.

Suggested Motion:

To approve the Sanitary Retention Tank and Grinder Pumps Operation and Maintenance Agreement with Oakland County and authorized the Mayor and/or City Administrator to sign the Agreement and any related documents.

Motion by _____, Seconded by _____,

CITY OF LATHRUP VILLAGE, MICHIGAN

**RESOLUTION TO APPROVE THE SANITARY RETENTION TANK AND GRINDER PUMPS
OPERATION AND MAINTENANCE AGREEMENT**

WHEREAS, the City owns a sanitary retention tank and grinder pumps, including related components, and as it may be expanded or altered from time to time (the "System"); and

WHEREAS, the City desires to engage the County to operate and maintain the System on behalf of the City on a non-profit basis and in accordance with the terms and conditions set forth for in this Agreement; and

WHEREAS, the County, by and through the office of the Oakland County Water Resources Commissioner ("WRC"), has qualified personnel capable of providing sanitary retention tank and grinder pump operations and maintenance services; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, being MCL 124.501, *et seq.* (the "Act 7"), authorizes a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with which each might exercise separately; and

WHEREAS, pursuant to resolutions adopted by their respective legislative bodies, the Parties each have been authorized to execute this Agreement for the Services according to the terms and conditions of this Agreement.

NOW, THEREFORE, the City of Lathrup Village approves the Sanitary Retention Tank and Grinder Pumps Operation and Maintenance Agreement and authorizes the Mayor and/or City Administrator to sign the Agreement and related documents on behalf of the City of Lathrup Village.

Adopted this 17th Day of June 2019.

Mykale Garrett, Mayor

I, Yvette Talley, City Clerk, for the City of Lathrup Village, Michigan, do hereby certify that the above resolution was adopted at a Regular meeting of the Lathrup Village City Council held on June 17, 2019.

Yvette Talley, Clerk

CITY OF LATHRUP VILLAGE
SANITARY RETENTION TANK AND GRINDER PUMPS
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2019, by and between the COUNTY OF OAKLAND, a Michigan constitutional corporation ("County"), whose address is 1200 N. Telegraph, Pontiac, Michigan, 48341 and the CITY OF LATHRUP VILLAGE, a Michigan municipal corporation, whose address is 27400 Southfield Road, Lathrup Village, Michigan, 48076 ("City"). In this Agreement, either the County and/or the City may also be referred to individually as a "Party" or jointly as "Parties."

Recitals:

WHEREAS, the City owns a sanitary retention tank and grinder pumps, including related components, as generally depicted in the attached **Exhibit A** and as it may be expanded or altered from time to time (the "System"); and

WHEREAS, the City desires to engage the County to operate and maintain the System on behalf of the City on a non-profit basis and in accordance with the terms and conditions set forth for in this Agreement; and

WHEREAS, the County, by and through the office of the Oakland County Water Resources Commissioner ("WRC"), has qualified personnel capable of providing sanitary retention tank and grinder pump operations and maintenance services; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, being MCL 124.501, *et seq.* (the "Act 7"), authorizes a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with which each might exercise separately; and

WHEREAS, pursuant to resolutions adopted by their respective legislative bodies, the Parties each have been authorized to execute this Agreement for the Services according to the terms and conditions of this Agreement.

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

Article I. Statement of Authority and Purpose.

1.1 **Authority.** Pursuant to Act 7, and any other applicable laws of the State of Michigan, the County and the City enter into this Agreement to establish terms and conditions for the

operation and maintenance of the System. Each Party agrees to take all actions reasonably necessary to effectuate the objectives set forth in this Agreement.

- 1.2 Purpose. The purpose of this Agreement is to authorize the County to operate and maintain the System on behalf of the City on a non-profit basis and in accordance with the Services detailed in **Exhibit B** attached hereto. In exchange for the Services, the County shall be reimbursed for its Costs and Overhead from the Revenue collected and deposited in the City's System Enterprise Fund maintained by the County on behalf of and for the benefit of the City.

Article II. Definitions.

In addition to the above defined terms (i.e. "County", "City", "WRC", "Party" and "Parties") and any terms defined in other sections of this Agreement (e.g., "Services"), the Parties agree that the following words and expressions, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 2.1 "Agreement" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by the Parties.
- 2.2 "City Agent" or "City Agents", shall be defined to include any and all City officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, consultants, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the County and/or any County Agents, as defined herein.
- 2.3 "City's System Enterprise Fund" shall be defined as the account for the City's sanitary retention tank and grinder pump operation and maintenance established and maintained by the County on behalf of the City.
- 2.4 "Cost(s)" shall be defined as the labor, including statutory and customary fringe benefits, overtime, material and supplies, building/facility and vehicle/equipment rental and subcontractor services devoted to the Services as defined in this Agreement. The City agrees that the term Costs also includes fees for testing, sampling, engineering services or studies, hydrological studies, master planning, capital improvements, as well as all of the costs related to procurement of the same, and that these Costs may be accounted for in the Rates and Charges.

- 2.5 "Contractor" shall be defined as an independent contractor engaged by the County to perform the Services and responsibilities necessary to carry out the objectives under this Agreement.
- 2.6 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the City and/or any City Agents, as defined herein.
- 2.7 "Claim(s)" shall be defined to include any and all alleged claims, complaints, demands for relief or damages, lawsuits, and causes of action, whether in law or equity, tort, contract, or otherwise, by third parties, arising out of the ownership, operation, maintenance of the city's system, but does not include claims between the Parties.
- 2.8 "Overhead" shall be defined to include the following: all allocation of the labor cost, including statutory and customary fringe benefits, of personnel responsible for administering this contract or supervising the work performed in connection with this Agreement; an allocation of expenses of the WRC; and an allocation of indirect costs of Oakland County charged to the WRC for the use of buildings and facilities and for support services, such as (but not limited to) legal, personnel, accounting, computer support, and insurance/risk management. The Overhead expense allocations and methodology are set forth in **Exhibit C**.
- 2.9 "Service Charge" shall be defined as the quarterly fee charged to the City for the operations and maintenance of the system. The fee is reviewed on an annual basis and modified from time to time as mutually agreed upon.
- 2.10 "Revenue" shall be defined as the funds derived from the service charge.
- 2.11 "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government.
- 2.12 "WRC Personnel" as used in this Agreement shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and assigned by the County to work in the office of the Oakland County Water Resources Commissioner as shown in the County budget and/or personnel records of the County.

Article III. County Responsibilities; WRC Operation and Maintenance Services.

- 3.1 Services. The County agrees to perform the operation and maintenance services for the City's System (all of the following being referred to in this Agreement as the "WRC Services" or "Services") as set forth in **Exhibit B** attached to this Agreement.
- (a) The Services to be provided by the County to the City under this Agreement shall be performed by the County's WRC Personnel and/or Contractor. The County will maintain and designate a sufficient number of County Agents and WRC Personnel, having sufficient qualifications, in order to carry out and provide the Services under and in accordance with this Agreement.
 - (b) The County shall be responsible for furnishing all WRC Personnel and Contractors with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all WRC Personnel in the performance of any and all Services under this Agreement. The County shall remain the sole and exclusive employer of all County Agents and WRC Personnel.
 - (c) This Agreement is neither intended, nor shall it be interpreted, to create, change, or otherwise affect or control, in any manner any employment right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or WRC Personnel. Except as expressly provided for under the terms of this Agreement and/or laws of this State, no County Agent or WRC Personnel, while such person is currently and/or actively employed by the County shall be employed or utilized to perform any other services by or for the City during the term of this Agreement. This section shall not prohibit the City from employing any person who was a former County Agent but is no longer employed in that City by the County.
- 3.2 Establish System Enterprise Fund. The City shall establish with the County an initial deposit of \$25,000 to be held in the System Enterprise Fund to begin County Services.
- 3.3 The City's System Capital Replacement Expenditures. The County shall obtain prior approval from the City to expend funds from the City's System Enterprise Fund for capital replacement or improvement projects greater than or equal to \$5,000.
- 3.4 Establish Reserves. The County may establish a reserve for the City's System or other purposes with the consent of the City. Initially the County will collect \$25,000 annually in addition to the service charge to establish a reserve for SCADA integration or other capital replacement or improvement projects.
- 3.5 Disbursing Funds. Upon request from the City for the disbursement of funds from the System Enterprise Fund, the County shall promptly disburse funds to the City in the amount and

manner requested, provided that the balance remaining in the System Enterprise Fund is adequate for the operation and maintenance of the System.

- 3.6 Accounting of the System Enterprise Fund. The County shall keep all necessary records and books of account pertaining to the System and the System Enterprise fund and make the same available to the City upon request. The County shall comply with applicable laws and governmental accounting standards in the keeping, management, administration, use and auditing of the System fund. Upon request of the City, the County shall provide the City a quarterly accounting statement for the City's review in accordance with the County's fiscal year. Upon request, the County shall allow the City or City agents to audit the system fund accounts, books and statements and provide the City with supporting documentation and copies of such materials if requested.
- 3.7 Independent Contractor. At all times and for all purposes under the terms of this Agreement, the County and/or any and all County Agents' legal status and relationship to the City shall be that of an Independent Contractor.
- 3.8 Insurance - County. The County will endeavor to obtain and to maintain for the duration of this Agreement the following insurance coverages with insurance companies licensed to do business in the State of Michigan, but only if such insurance coverage is commercially available. It is understood and agreed, that all costs, including the premium, self-insured retention or deductible, shall be included as a System Cost.
- (a) Public Officials Liability or Errors and Omissions with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.
 - (b) Commercial General Liability with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.
 - (c) Certificates of Insurance.

So long as the City maintains current on its annual premium for the coverage outlined herein, it shall be a Named Insured under the policy.

It is understood by the City, that the insurance coverage set forth herein and obtained and maintained by the County is not exclusive to this Agreement. Meaning, that the County may purchase and maintain the insurance coverage to insure the County (its respective elected officials, officers, employees, and agents) against such Claims arising from the County Services provided under this Agreement, as well as similar Services the County provides to other municipal public corporations. As such, the City, along with other participating municipal corporations, will share in the cost of the insurance premium paid by the County. To this end, the County agrees to reasonably allocate the premium paid for the insurance to the city's sanitary retention tank operated and maintained by the County, including the City's System, and provide reasonable

justification for the allocation of said cost to the City. In addition, it is understood and agreed, that the purchase of insurance and payment of the premium (as a System Cost), does not guarantee insurance coverage for any Claim. All policies set forth herein are subject to the terms, conditions, and limitations set forth in the insurance policies. As such uninsured Claims shall be and remain a System Cost. Moreover, insured Claims arising from the County's Services to a municipal water and sewer system, other than the City's System, may limit or possibly eliminate coverage of a Claim arising from the County's Services under this Agreement. In the event of such an occurrence, it is understood that an otherwise insured Claim that is in excess of any valid and collectible insurance rights/policies, shall be and remain a System Cost.

- 3.9 Permit Assistance. Subject to rules and regulations which may be changed, developed or amended from time to time, the County may assist the City in the procurement of all permits, guarantees, warranties, easements, licenses, and other similar approvals and consents necessary to operate and maintain the System received by or granted to the City as the owner of the System.

Article IV. City's Responsibilities.

- 4.2 Ordinance – Enforcement. The City is responsible for enforcement of the City's ordinances and regulations relating to the System.
- 4.3 Major Repairs of the System. The City is responsible for major repairs of the System, which are determined on a case-by-case basis by the County as capital replacement, repairs or maintenance valued at \$5,000 or more per occurrence. The City has the option of directing the County to perform this work on behalf of the City, utilizing WRC Personnel or a Contractor, or administering this work independent of this Agreement. Major repairs of the System performed by the County pursuant to this Agreement will be invoiced to the City separately in addition to the quarterly service charge.
- 4.4 Emergency Pumping. The City will have staff on-call for emergency pumping to prevent basement backups or other potential damage. The City will have a portable pump on standby ready for use to perform emergency pumping. The County will coordinate with the City in the event that emergency pumping is necessary. This would typically occur during extreme storm events.
- 4.5 Sanitary Sewer Overflow Reporting. The City will be responsible for sanitary sewer overflow reporting as a result of emergency pumping operations.
- 4.6 Permits - City. The City will be responsible for procuring, and in accordance with their respective terms, all permits, guarantees, warranties, easements, licenses, and other similar approvals and consents necessary to operate and maintain the System received by or granted to the City as the owner of the System.

4.7 City - Insurance.

- (a) It shall be the responsibility of the City to determine and obtain real and personal property insurance with limits that the City, in its discretion, deems necessary and appropriate for the System. To the extent permitted by law, and subject to the availability of funds necessary for the County to operate and maintain the System, the City may include as a System Cost, the City's cost of insurance, including any premium, self-insured retention or deductible. The County shall disburse funds to the City from the System Enterprise fund upon request from the City to pay for the cost of real and personal property insurance. In lieu of the City purchasing real and personal property insurance described herein, if commercially available to the County, the County, on behalf of the City, may purchase and maintain real and personal property insurance, and charge the same as a System Cost.

- (b) It shall be the responsibility of the City to determine and obtain General Liability Insurance or self-insurance to protect the City's liabilities and exposures set forth in Article VI.

4.8 Property Access. The City will be responsible for and will secure the right of access necessary for WRC Personnel or Contractors to perform the Services under this Agreement. The City will be responsible for all costs or Claims associated with securing rights of access.

4.9 Compliance with State and Federal Law and Regulations. The City will be and remain responsible for Costs associated with compliance with all federal, state, and local laws, ordinances, regulations, and requirements in any manner affecting any work or performance of this Agreement or with any City duty or obligation under any applicable state or federal laws and/or regulations.

4.10 The System Ownership. Notwithstanding any other term or condition in this Agreement, no provision in this Agreement is intended, nor shall it be construed, as constituting a divestiture or forfeiture of the City's absolute ownership of and authority over the System.

Article V. Compensation for Services.

5.1 Compensation from System Revenue. The County's Costs and Overhead incurred for the Services shall be compensated from the Revenue from the System. In the event that the Costs and Overhead exceed the Revenue in any one year, then any deficiency may be recovered by adjusting the Service Charge or from the general fund of the City. In the event that annual Costs and Overhead are less than the annual Revenue, then upon the sole discretion and direction of the City, future Service Charges may be adjusted to balance the account.

5.2 County Services Performed Non-Profit Basis. The City acknowledges and agrees that the County will assist the City in the operations and maintenance of the System on a non-profit basis for the benefit of the users of the System and therefore the County is without funds to finance, operate and maintain the System except for the Revenue derived from the System users. Therefore, it is understood and agreed that in no event shall the County or its general fund be charged with or liable for the cost of operating, maintaining, repairing, replacing, or administering the System. All Costs and Overhead associated with the Services under this Agreement will be the responsibility of the City.

Article VI. Standard of Care; Warranty Waiver; Consequential Damages; Liability.

6.1 Standard of Care; Waiver of Warranty and Consequential Damages. The County will perform the Services under this Agreement in accordance with the standard of care and diligence normally provided by other professional firms providing similar Services. However, the County makes no warranty, express or implied, with respect to any Services provided. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR TO BE IMPLIED BY THE COUNTY WITH RESPECT TO SERVICES PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE COUNTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE.

6.2 Liability for Claims. All Claims arising from the performance of this Agreement by either Party, and not otherwise covered by insurance, are a System Cost. Accordingly, in the event a Party is required to defend itself or its respective employees or City/County Agents, against a Claim, that Party may obtain its own legal representation and the costs associated with such representation shall be a System Cost to be reimbursed from the System Enterprise Fund. Except as otherwise provided in this Agreement neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any Claim. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of the privileges and immunities as provided by law afforded to the Parties. The Parties expressly reserve all privileges and immunities as provided by law.

6.3 Force Majeure; System Malfunction; Misuse or Vandalism of the System. The City will be responsible for damage and liability to the System or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, Acts of War, terrorism or misuse of property. In addition, the City will be responsible for all Claims, damages and liability caused by design and/or construction defects, malfunction or failure of the System or any component thereof, water loss, main breaks, hydrant damage and

vandalism provided the same is not directly caused by the acts or omissions of County Agents.

- 6.4 No Third Party Beneficiary. This Agreement does not create any rights or benefits to parties other than the City and the County.

Article VII. Cooperation and Communication; Dispute Resolution.

- 7.1 Cooperation. The County agrees to ensure that all County Agents fully cooperate with the City and the City's Agents in the performance of all Services under this Agreement. The City agrees to ensure that the City's Agents cooperate with WRC Personnel in the performance of the Services under this Agreement.

- 7.2 Communication. There shall be an open and direct line of communication established and maintained between the Parties in order to promote the handling of both routine and emergency situations in a timely and cooperative manner according to the circumstances as they exist or become known. Each Party will designate one or more liaisons for such purposes, and will notify the other Party of such designee(s). The liaisons shall also be used for purposes of communicating and coordinating specific needs, plans, instructions, issues, concerns and other matters relating to the System or Services.

- 7.3 Dispute Resolution. The Parties agree that any and all claims alleging a breach of this Agreement or with respect to the Services provided under this Agreement shall first be submitted to an alternative dispute resolution process. Such an alternative dispute resolution process may include, but is not limited to, facilitation, binding arbitration, or non-binding arbitration. The Parties shall agree upon the form and procedures for the agreed upon alternative dispute resolution process. If the matter is not resolved through an alternative dispute resolution process, or if the Parties cannot agree upon the form and procedures for the alternative dispute resolution process, the Parties may seek legal recourse in a court of competent jurisdiction. For claims requiring immediate relief to prevent irreparable harm, either Party may seek relief directly from a court of competent jurisdiction without submitting the matter to the alternative dispute resolution process.

Article VIII. Term; and Termination.

- 8.1 Term. The Parties agree that the term of this Agreement shall begin on the Effective Date of this Agreement. This Agreement shall be effective for an initial term of ten (10) years from the effective date, and shall be automatically extended for additional ten (10) year terms, unless terminated as provided herein, or otherwise agreed to in writing by the Parties.

- 8.2 Termination. Notwithstanding any other term or provision in any other section of this Agreement, either Party, upon a minimum of One Hundred and Eighty (180) calendar days written notice to the other Party, may terminate this Agreement for any reason, including

convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

- 8.3 Survival of Certain Terms and Conditions Following Termination or Expiration of Agreement. The Parties agree that record-keeping and audit requirements, any payment obligations to the other Party, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred during the term of this Agreement, shall survive the termination or expiration of this Agreement.
- 8.4 Cooperation Following Termination of Agreement. In the event the Agreement is terminated as provided herein, the Parties agree to cooperate in all respects and assist in the wind down from the County's operation and maintenance of the System. The City will be responsible for all Costs and Overhead incurred by the County through the date of termination, including the Costs and Overhead incurred by the County during the termination notice period referenced above to wind down and end of the County's involvement in the provision of the Services.

Article IX. Agreement Approval; Effective Date; and Amendments; Changes to Scope of Services.

- 9.1 Agreement Approval; Amendments; and Effective Date. Except as otherwise provided herein, this Agreement and/or any subsequent amendments thereto shall not become effective prior to the approval by resolutions of both the City and the County. The Effective Date of this Agreement, and any amendments hereto, shall be the date as reflected in the opening paragraph of this Agreement.
- 9.2 Amendment to Scope of Services. During the term of this Agreement, the Scope of Services attached hereto as **Exhibit B**, may be amended by the WRC and approved by resolution of the City during the term of this Agreement without requiring a resolution from the County Board of Commissioners.

Article X. General Provisions.

- 10.1 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- 10.2 Reservation of Rights; Governmental Function. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or

other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Agreement will be in the exercise or discharge of a governmental function.

- 10.3 Severability. If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision of persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.
- 10.4 Binding Contract; Assignment; and Amendments. This Agreement will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Agreement signed by all Parties, and the assignee binding the assignee to the terms and provisions of this Agreement.
- 10.5 Captions. The section headings or titles and/or all section numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- 10.6 Notices. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Agreement to be delivered to the following:

COUNTY OF OAKLAND:

OAKLAND COUNTY WATER
RESOURCES COMMISSIONER
1 Public Works Drive
Waterford, Michigan 48328

CITY:

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

- 10.7 Notice Delivery. Except with respect to notices of termination, all correspondence and written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service. Notices of termination shall be personally delivered or sent by certified mail, return receipt requested, and shall be considered delivered to a party on the date of receipt as represented by the return receipt or by a proof of personal service.

10.8 Entire Agreement. This Agreement sets forth the entire agreement between the County and the City and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the City in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

10.9 Recitals. The recitals shall be considered an integral part of the Agreement.

IN WITNESS WHEREOF, this Agreement if executed by the Parties on the date hereafter set forth in the opening paragraph of this Agreement.

COUNTY OF OAKLAND

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

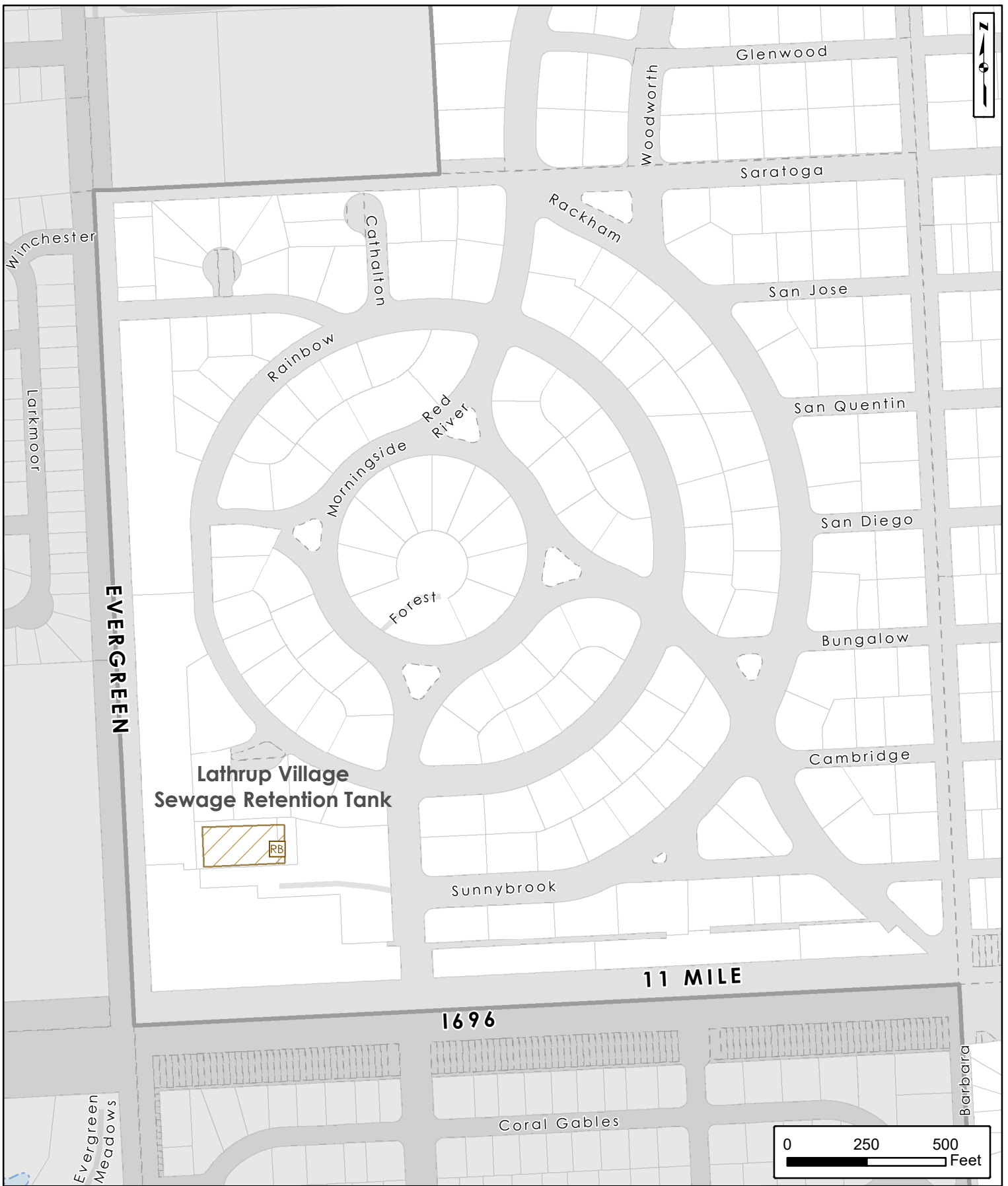
CITY OF LATHRUP VILLAGE

By: _____
Mykale Garrett, Mayor

Date: _____

By: _____
Dr. Sheryl L. Mitchell, City Administrator

Date: _____



One Public Works Drive
 Building 95 West
 Waterford, Michigan
 48328-1907

DISCLAIMER:

The information displayed in this map is compiled from recorded deeds, plats, tax maps, surveys and other public records. Although this information is intended to accurately reflect public information, it is not a legally recorded map or survey and is not intended to be used as one. Users should consult primary/original information sources where appropriate.

Exhibit A Lathrup Village Sewage Retention Tank



Lathrup Village Sewage Retention Tank

Exhibit B
Scope of Services
SRT and Grinder Pumps Operation and Maintenance

The County agrees to perform the following operation and maintenance services of the Lathrup Village System as defined in the Agreement (“System”) (all of the following being referred as the “WRC Services” or “Services”) on behalf of the City:

1. Perform operation and maintenance of the Lathrup Village Sanitary Retention Tank, including periodic inspection, preventative maintenance, and routine repairs and replacements (any repair or replacement less than \$5,000). Repairs or replacements costing \$5,000 or more are considered a major repair of the system, covered in section 4.3 of the Agreement.
2. Perform routine grinder pump repair and replacement. Any repair or replacement less than \$5,000 is considered routine. Repairs or replacements \$5,000 or more shall be considered a major repair of the System and is covered in section 4.3 of the Agreement.
3. The County will utilize the City’s existing Supervisory Control and Data Acquisition System (SCADA) to provide alarms on System facilities operated and maintained by the County, until such time as the City’s SCADA System can be integrated with the County’s.
4. The County will provide a 24-hour, 7-day per week dispatch center to receive alarms from the SCADA system and any other reports of System emergencies, and will dispatch emergency service crews to respond to such alarms and reports.
5. All Services provided by the County under this Agreement will be performed in accordance with all applicable county, state and federal permits and regulations, all applicable state and federal laws and all applicable City ordinances.
6. During wet weather operations the County will optimize operations of the sewage retention tank as capacity is available in the Evergreen-Farmington Sewage Disposal System.
7. The County will perform sanitary sewer overflow (SSO) sampling and analysis at the direction of the City. The County will provide the lab results to the City for the City’s SSO reporting to the MDEQ.

Exhibit C Overhead Expenses

WRC Overhead Charges are expenses not included in the direct hourly system labor and equipment costs. Overhead is allocated to all the systems that WRC services. Overhead expenses include, but are not limited to:

Billing Services Unit

Labor, equipment, payment processing, bill preparation, postage and other related costs necessary to provide customer service for the communities WRC operates and maintains.

Safety Program

Labor, equipment and training needed to meet or exceed all required safety standards.

Training

Training and certification costs for field and engineering staff required to keep them up-to-date on industry standards and innovations.

WRC Administration

Labor, equipment and training required to oversee the daily WRC operations. This includes Permitting, Mapping, GIS, Asset Management and Miss Dig.

Building Use and Maintenance

Use of the various WRC buildings (includes Water Maintenance, Pump Maintenance, Billing Services and Public Works buildings) and labor equipment, insurance, utilities, supplies and other related costs needed to operate and maintain such buildings.

Miscellaneous Supplies

Supplies which are not inventoried and not purchased for a specific system are allocated to the benefiting systems. This category includes uniforms, gloves, boots and repair parts.

Oakland County Support

Various Oakland County departments support the staff and work performed at WRC. These departments include Human Resources, Purchasing, Info Tech and Fiscal Services. The portion of their costs which is charged to WRC is then allocated to the funds operated by this division.



COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl L. Mitchell, City Administrator

DA: June 17 2018

RE: **MOTION TO APPROVE PARTICIPATION IN THE OAKLAND COUNTY WEST NILE VIRUS FUND PROGRAM FOR 2019.**

Since 2003, Oakland County has provided reimbursement for all Cities, Villages and Townships for their purchasing of larvicide and insect repellent to prevent West Nile virus and other mosquito-borne diseases in their communities.

The City of Lathrup Village last participated in the program in 2010; at that time, they were reimbursed in the amount of \$896.12 for the purchase of insect repellent.

The City also participated in 2009, and were reimbursed \$928.10 for the purchase of insect repellent and larvicide.

This year, Lathrup Village is eligible to receive up to \$564.73 in reimbursement for qualifying expenditures.

Suggested Motion:

To approve the Resolution authorizing participation in the Oakland County West Nile Virus Fund Program and authorized the Mayor and/or City Administrator to sign the Agreement and any related documents.

Motion by _____, Seconded by _____,

CITY OF LATHRUP VILLAGE, MICHIGAN

RESOLUTION TO APPROVE PARTICIPATION IN THE OAKLAND COUNTY WEST NILE VIRUS FUND REIMBURSEMENT PROGRAM 2019

WHEREAS, the Oakland County Board of Commissioners has established a West Nile Virus Fund Reimbursement Program to assist Oakland County cities, villages, and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Reimbursement Program authorizes Oakland County cities, villages, and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures and mosquito larvicide distribution; and

WHEREAS, Oakland County has allotted \$564.73 in funds for the City of Lathrup Village to spend on West Nile Virus prevention; and

WHEREAS, the City of Lathrup Village intends to implement a program of mosquito habitat reductions through the use of larvicide applications in appropriate areas, along with mosquito protection; and

WHEREAS, the City Council of the City of Lathrup Village previously approved participating in the Oakland County West Nile Virus Reimbursement Program in 2010, receiving reimbursements in the amount of \$896.12 for the purchase of insect repellent and in 2009, receiving reimbursements in the amount of \$928.10 for the purchase of insect repellent and larvicide.

NOW, THEREFORE, the City of Lathrup Village approves participation in the Oakland County West Nile Virus Reimbursement Program 2019, to purchase and request reimbursement for eligible mosquito control activity, and authorizes the Mayor and/or City Administrator to sign the Agreement and related documents on behalf of the City of Lathrup Village.

Adopted this 17th Day of June 2019.

Mykale Garrett, Mayor

I, Yvette Talley, City Clerk, for the City of Lathrup Village, Michigan, do hereby certify that the above resolution was adopted at a Regular meeting of the Lathrup Village City Council held on June 17, 2019.

Yvette Talley, Clerk

PROCEDURES FOR WEST NILE VIRUS PREVENTION REIMBURSEMENT

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The City, Village, or Township (CVT) shall submit all correspondence to:

Genessa Doolittle
Oakland County Health Division
1200 N Telegraph 34E
Pontiac, MI 48341

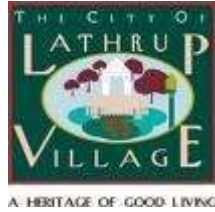
Phone: 248-858-2061
Email: doolittleg@oakgov.com

To receive reimbursement for eligible expenses from the West Nile Virus Fund, the CVT shall submit the following to the address/email above:

1. **PROJECT PLAN - Due by April 19, 2019**
Needed for prior authorization. Plan must include:
 - List of inventory from prior years, if applicable, including product name, quantity, expiration date, and distribution plan.
 - Product(s) to be purchased for 2019, including product name, quantity, distribution plan, and a copy of quote(s).

2. **RESOLUTION - Due by June 14, 2019**
 - Adopted by the CVT's legislative board or council authorizing the reimbursement request.

3. **INVOICES - Due by August 16, 2019**
 - Documentation of actual cost incurred by the CVT in conjunction with the project plan.
 - Proof of payment made (copy of check or bank statement).



COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FR: Sheryl L. Mitchell, City Administrator
DA: June 17, 2019
RE: **MOTION TO APPROVE THE APPLICATION AND COST PARTICIPATION AGREEMENT FOR THE 2019 OAKLAND COUNTY LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM.**

The Board of Commissioners of Oakland County has approved funding under the 2019 Pilot Local Road Improvement Program. The City of Lathrup Village submitted an application for the resurfacing of West Bound 11 Mile Road, that has been approved.

The maximum county share for Lathrup Village is \$13,603. The local match is required to be a minimum of 50% of the total project award. The local match will be budgeted for FY 2019/20 in the Local Road Fund – Road Maintenance (Acct #203.703.000-861.000).

The Resurfacing of Westbound 11 Mile Road from east City border to Southfield Road will consist of cold milling the existing asphalt surface, conditioning the milled surface, and placement of 3-1/2” of new hot-mix asphalt. Miscellaneous improvements include deteriorated curb replacement, driveway repairs, structure adjustments, pavement markings, and other minor work items. The actual work is anticipated to commence this fall and continue into 2020.

Suggested Motion:

To Approve the Cost Participation Agreement and Cost Sharing Agreement for the 2019 Oakland County Local Road Improvement Matching Fund Pilot Program and authorize the City Administrator to sign on behalf of the City.

Motion by _____, Seconded by _____,

CITY OF LATHRUP VILLAGE, MICHIGAN

**RESOLUTION TO APPROVE THE COST PARTICIPATION AGREEMENT FOR THE
2019 OAKLAND COUNTY LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM
FOR THE RESURFACING OF WESTBOUND 11 MILE ROAD PROJECT**

WHEREAS Oakland County has partnered with our local government to provide much needed investment in our local transportation infrastructure; and

WHEREAS the Board of Commissioners of Oakland County has approved funding under the 2019 Pilot Local Road Improvement Program; and

WHEREAS on April 15, 2019, the City Council of the City of Lathrup Village approved the application to participate in the 2019 Oakland County Local Road Improvement Matching Fund Pilot Program; and

WHEREAS the City of Lathrup Village's application for the resurfacing of Westbound 11 Mile (from the east City border to Southfield Road) that has been approved; and

WHEREAS the maximum county share for Lathrup Village, as part of the Local Road Improvement Program is \$13,603. The local match is required to be a minimum of 50% of the total project award.

WHEREAS the local match will be budgeted in the Local Road Fund – Road Maintenance. The total project cost is estimated at \$313,000.

NOW THEREFORE, BE IT RESOLVED that the Lathrup Village City Council approves the 2019 Cost Participation Agreement for the 2019 Oakland County Local Road Improvement Matching Fund Pilot Program and authorize the City Administrator to sign on behalf of the City of Lathrup Village.

Adopted this 17th Day of June 2019.

Mykale Garrett, Mayor

I, Yvette Talley, City Clerk, for the City of Lathrup Village, Michigan, do hereby certify that the above resolution was adopted at a Regular meeting of the Lathrup Village City Council held on June 17, 2019.

Yvette Talley, Clerk



BOARD OF COMMISSIONERS

1200 N. Telegraph Road
Pontiac, MI 48341-0475
Phone: (248) 858-0100
Fax: (248) 858-1572

May 23, 2019

City Administrator Sheryl L. Mitchell
City of Lathrup Village
27400 Southfield Rd.
Lathrup Village, MI 48076-3489

Dear City Administrator Mitchell,

I am pleased to inform you that the Board of Commissioners has approved your application for funding under the 2019 Pilot Local Road Improvement Program.

Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

Enclosed you will find two (2) copies of a Cost Participation Agreement. Following approval by your governing authority and execution of the agreement, please forward the documents to:

Oakland County Board of Commissioners
Attn: Amy Aubry, Analyst
1200 N. Telegraph Road
Pontiac, Michigan 48341-0475

We will return a fully executed copy to you for your records. After you receive the finalized agreement, you can invoice our Management and Budget office as instructed in the agreement for payment.

If you have any questions regarding the program or agreement, please feel to contact Amy Aubry, Analyst of the Board of Commissioners at (248)858-1067 or aubrya@oakgov.com. In addition, please feel free to contact me if I can be of further assistance.

Sincerely,

Nancy Quarles
Oakland County Commissioner

LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM

COST PARTICIPATION AGREEMENT

Resurfacing of Westbound 11 Mile

City of Lathrup Village

Board Project No. 2019-11

This Agreement, made and entered into this ____ day of _____, 2019, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Lathrup Village, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Pilot Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Resurfacing of Westbound 11 Mile, as more fully described in Attachment C, attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as a pilot program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2020. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$313,000; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in the amount of \$13,603, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.

2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$13,603. The COMMUNITY shall submit an invoice to the COUNTY in the amount of \$13,603.

a. The Invoice shall be sent to:

Lynn Sonkiss, Manager of Fiscal Services
Executive Office Building
2100 Pontiac Lake Road, Building 41 West
Waterford, MI 48328

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY the sum of \$13,603 from funds available in the PROGRAM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____

Its: _____

COMMUNITY

By: _____

It's: _____

PILOT LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM**STATEMENT OF PURPOSE**

Oakland County Government recognizes that Michigan law places the primary responsibility for road funding on the State and non-county local units of government. However, the County also recognizes that the law does permit a limited, discretionary role for the County in assisting a road commission and local units within a county by supporting some road maintenance and improvement efforts.

Accordingly, for many years Oakland County has voluntarily provided limited assistance to its cities, villages and townships (CVT's) and to the Road Commission of Oakland County (RCOC) by investing in a discretionary Tri-Party Road Program. Authorized under Michigan law, the County's tri-party funding contributions primarily facilitate safety improvement projects on CVT roads under the jurisdiction of the RCOC. By law, tri-party funds cannot be used to fund projects on roads solely under the jurisdiction of CVT's.

Recognizing a continuing need to better maintain local CVT streets and roads, yet being ever mindful of the County's limited responsibility for and jurisdiction over non-County roads and streets, Oakland County Government wishes to pilot a discretionary program that is more flexible than the current Tri-Party Road Program, one that will allow Oakland County to assist its cities and villages with maintenance and safety projects on non-County roads.

Not being the funding responsibility of County government, local CVT roads generally cannot be maintained or improved using County funds because doing so would be considered to be the "gifting" of County resources. However laudable the purpose, Michigan law generally forbids the gifting of government resources. To avoid application of the constitutionally-based gifting restriction, the state legislature must, and in this arena has, determined that a public benefit results from a taxpayer investment, one that provides a *quid pro quo* sufficient to avoid application of the gifting prohibition. Here, the legislature has determined that the economic development benefit presumed to accrue to a county as a result of local street and road investments can provide a sufficient *quid pro quo* to county taxpayers justifying a discretionary county investment in a non-county road, a benefit that constitutes a fair exchange for value and not a gift.

This legislative determination is set forth in 1985 P.A. 9, which amended 1913 P.A. 380, by adding a new section 2, which in pertinent part provides:

"(1)...A county may grant or loan funds to a township, village or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county...

(2) A loan or grant made under subsection (1) may be used for local public improvements or to encourage and assist businesses in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes."

Communities that wish to attract, retain and grow business, retain jobs and encourage community investment, needs a safely maintained road infrastructure. This road infrastructure must include both residential and commercial roads as workers and consumers need to get to and from work, shopping, schools and recreation. In a fiscally prudent and limited manner, the County wishes to

PROJECT GUIDELINES

Program funding shall be utilized solely for the purposes of road improvements to roads under the jurisdiction of local cities and villages. Road improvements may include, but not be limited to, paving, resurfacing, lane additions or lengthening, bridges, or drainage as such improvements relate to road safety, structure or relieving congestion.

Program funding:

May be utilized to supplement a local government's matched funding for the purposes of receiving additional federal transportation funding;

May not be utilized to fulfill a local government's responsibility to fund improvements to state trunklines;

Shall be limited to real capital improvements to roadways and shall not be utilized for other purposes, such as administrative expenses, personnel, consultants or other similar purposes;

Shall not be utilized for non-motorized improvements, unless these improvements are included in a project plan for major improvements to a motorized roadway;

Shall be utilized for projects that will result in a measurable improvement in the development of the local economy and contribute to business growth. Recipients shall be responsible for providing an outline of the economic benefits of the project prior to approval and for reporting to the Board of Commissioners after the completion of the project on the benefits achieved as a result of the projects.

ADMINISTRATION

Local Road Improvement Matching Fund Program projects may be appropriated by the Board of Commissioners in compliance with the County budget process. The amount of funds to be dedicated for the Pilot Program shall be determined by the Board of Commissioners on an annual basis. Program funding may be reduced or eliminated based upon the ability of the County government to meet primary constitutional and statutory duties. The Board of Commissioners expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

In accordance with MCL 123.872, funds dedicated to the Local Road Improvement Matching Fund Program shall not be derived from ad valorem tax revenues. Program funding shall be limited to funds derived from the County's distribution from the Michigan General Revenue Sharing Act. Reduction or elimination of the County's distribution of revenue sharing funds may result in the elimination or suspension of the program.

Funding availability shall be distributed based upon a formula updated annually. The formula will consist of:

1. A percentage derived from the number of certified local major street miles in each city and village divided by aggregate total of certified local major street miles of all cities and villages in the County.

for projects that exceed that municipality's annual allocation amount. This may include a limited plan to rollover that municipality's allocation for a period of years until enough funding availability has accrued to complete the project, subject to funding availability.

Upon completion of project plans and execution of the local participation agreement by the County and governing authority of the local municipality, the participating municipality shall submit an invoice in accordance with the terms and conditions included in the agreement. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with policies and procedures as set forth by the Department of Management and Budget and the Oakland County Treasurer.

In the event an eligible local unit of government chooses not to participate in the Local Road Improvement Matching Fund Program, any previously undistributed allocated funding may be reallocated to all participating local units of government at the discretion of the Local Road Improvement Program Special Committee.

At the completion of each project, the participating local government shall provide a report to the Board of Commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding as required by MCL 123.872.

ATTACHMENT C

Pilot Local Road Improvement Matching Fund Program

Resurfacing of Westbound 11 Mile

City of Lathrup Village

Board Project No. 2019-11

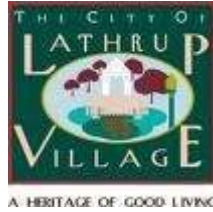
Resurfacing Westbound 11 Mile from the east City border to Southfield Roadby by cold milling the existing asphalt surface, conditioning the milled surface, and placement of 3 1/2" of new hot-mix asphalt. Miscellaneous improvements include deteriorated curb replacement, driveway repairs, structure adjustments, pavement markings, and other minor work items.

ESTIMATED PROJECT COST

Construction Costs	\$313,000
Total Estimated Project Costs	<u>\$313,000</u>

COST PARTICIPATION BREAKDOWN:

	COMMUNITY	COUNTY	TOTAL
FY2019 LRIP Program	\$13,394	\$13,394	\$26,788
Additional Contribution	\$286,003	\$209	\$286,212
TOTAL SHARES	\$299,397	\$13,603	\$313,000



COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FR: Sheryl L. Mitchell, City Administrator
DA: June 17, 2019
RE: **MOTION TO APPROVE THE AGREEMENT FOR I.T. SERVICES BETWEEN OAKLAND COUNTY AND CITY OF LATHRUP VILLAGE.**

The City of Lathrup Village entered into an agreement with Oakland County in March 2017. This was a 5-year agreement for utilizing one or more of the Oakland County GIS Services (ArcGIS Online, Data Sharing, Pictometry Licensed Products (high resolution imagery)).

Oakland County has updated the agreement, which also reflects Lathrup Village adding on the Pay Local Taxes services as well. Oakland County is requesting a new 5-year renewal with the newest Agreement to add the new Exhibits.

Please see the attached IT Services Agreement with the appropriate Exhibits:

- Exhibit I: I.T. Services Online Payments
- Exhibit II: I.T. Services Agreement - Over the Counter Payments
- Exhibit III: I.T. Services Agreement – Pay Local Taxes
- Exhibit VIII: I.T. Services Agreement – OakNet Connectivity
- Exhibit IX: I.T. Services Agreement – Internet Service
- Exhibit X: I.T. Services Agreement – CLEMIS
- Exhibit XI: I.T. Services Agreement – ArcGIS Online
- Exhibit XII: I.T. Services Agreement – Data Sharing
- Exhibit XIII: I.T. Services Agreement – Pictometry Licensed Products

Suggested Motion:

To Approve the Agreement for I.T. services Between Oakland County and Lathrup Village and authorize the City Administrator to sign on behalf of the City.

Motion by _____, Seconded by _____,

CITY OF LATHRUP VILLAGE, MICHIGAN

**RESOLUTION TO APPROVE AGREEMENT FOR I.T. SERVICES
BETWEEN OAKLAND COUNTY AND CITY OF LATHRUP VILLAGE**

WHEREAS, Oakland County and the City of Lathrup Village entered into a 5-year Agreement for I.T. Services in March 2017; and

WHEREAS, this was an agreement for utilizing one or more of the Oakland County GIS Services (ArcGIS Online, Data Sharing, Pictometry Licensed Products (high resolution imagery); and

WHEREAS, Oakland County has updated the Agreement, which also reflects Lathrup Village adding the Pay Local Taxes Services; and

WHEREAS, Oakland County has presented a new 5-year renewal with the newest Agreement and added the new Exhibits.

NOW, THEREFORE, the City of Lathrup Village approves the Agreement for I.T. Services Between Oakland County and City of Lathrup Village, and authorizes the City Administrator to sign the Agreement and related documents on behalf of the City of Lathrup Village.

Adopted this 17th Day of June 2019.

Mykale Garrett, Mayor

I, Yvette Talley, City Clerk, for the City of Lathrup Village, Michigan, do hereby certify that the above resolution was adopted at a Regular meeting of the Lathrup Village City Council held on June 17, 2019.

Yvette Talley, Clerk

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
City of Lathrup Village**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Lathrup Village ("Public Body") 27400 Southfield Rd., Lathrup Village, MI 48076. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

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

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

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the City of Lathrup Village which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.9.5. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
 - 1.9.6. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

- 1.9.7. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.9.15. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
 - Exhibit II: Over The Counter Payments
 - Exhibit III: Pay Local Taxes
 - Exhibit IV: Jury Management System
 - Exhibit V: Web Publishing Suite
 - Exhibit VI: Remedial Support Services
 - Exhibit VII: Data Center Use and Services

- X Exhibit VIII: Oaknet Connectivity
- X Exhibit IX: Internet Service
- X Exhibit X: CLEMIS
- X Exhibit XI: ArcGIS Online
- X Exhibit XII: Data Sharing
- X Exhibit XIII: Pictometry Licensed Products
- Exhibit XIV: Security Best Practice Advice
- Exhibit XV: Collaborative Asset Management System (CAMS)

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.

2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County’s data and County’s compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County’s normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County’s normal business hours may not be responded to until the resumption of County’s normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

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

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County’s website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County’s computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
 - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address

- 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
 - 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
 - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for,

identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.

- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or

immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

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

8. DISCLAIMER OR WARRANTIES

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
 - 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
 - 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.
9. **LIMITATION OF LIABILITY**. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
10. **DISPUTE RESOLUTION**. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to

County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

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

11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

12. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Pam Bratschi, 27400 Southfield Rd., Lathrup Village, MI 48076.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.

23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Pam Bratschi hereby acknowledges that he/she has been authorized by a resolution of the City of Lathrup Village, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Dr. Sheryl Mitchell
City Administrator

WITNESSED: _____ DATE: _____

AGREEMENT
ADMINISTRATOR: _____ DATE: _____
(IF APPLICABLE)

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

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

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

EXHIBIT I
I.T. SERVICES AGREEMENT
ONLINE PAYMENTS

INTRODUCTION

- 1) County will provide an I.T. Service where the general public can make payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card or electronic check, utilizing the Internet.
- 2) Public Body will be responsible for placing the URL provided by County onto their website for this service.
- 3) If requested by Public Body, County will provide a single public web page that will reside on County server(s) and include basic information with links to the I.T. Service for Online Payments. County will not provide content management. County will provide basic design template customization (header and colors) and minimal content (basic contact information). URLs will have a G2Gcloud.com domain name. County has sole discretion as to what may be placed on this one page website.
- 4) Public Body will include the URL in printed or electronic communications to the general public regarding this service.
- 5) Public Body shall respond to all questions from the general public regarding payments. County shall refer questions regarding the amount of payment due or owing to Public Body.
- 6) County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
- 7) The general public shall be required to pay County an Enhanced Access Fee to use this I.T. Service. County will use Enhanced Access Fees to recover costs associated with this I.T. Service.
- 8) The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
- 9) The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body's designated account. The funds for the Enhanced Access Fee will be deposited into an account owned by County.

ONLINE PAYMENTS EXHIBIT I

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department. Public Body will designate two representatives to act as a primary and secondary Points of Contact with County.

SUPPORT SERVICES

Support services to be provided by County will include:

Service Access

Access to the I.T. Service is via an internet browser. The URL for the general public to initiate the Online Payments service will be provided by County.

The URL for Public Body to view activity reports and to perform all administrative functions and for the general public to maintain recurring payments will be provided by County.

SUPPORT PROCEDURES

I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

ONLINE PAYMENTS EXHIBIT I

SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments, Over The Counter Payments and/or Pay Local Taxes. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court’s Funding Unit or Units. Payments will be made quarterly based on the County’s fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body’s gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County’s costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.

Definitions:

Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user

County’s Cost for Transactional Fees –Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected

Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected

Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected

50% Shared Back with Public Body- Percentage of Total Net Enhanced Access Fees to be shared with your agency.

Fees Shared Back with Public Body – Funds your agency will receive

To illustrate:

\$5,000	Gross Enhanced Access Fees Collected
<u>x 35%</u>	County’s Cost for Transactional Fees
- <u>\$1750</u>	Transactional Fees Deducted from Gross Enhanced Access Fees
\$3250	Net Enhanced Access Fees Remaining
<u>x50%</u>	50% Shared Back with Public Body
\$1625	Fees Shared Back with Public Body

ONLINE PAYMENTS EXHIBIT I

ACCESS TO SERVICE

Public Body will provide access to this I.T. Service for the general public via the URL provided by County on the web site owned by Public Body.

PROVISION AND MAINTENANCE OF DATA

Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT II
I.T. SERVICES AGREEMENT
OVER THE COUNTER PAYMENTS

INTRODUCTION

1. County will provide an I.T. Service where the general public can make Over the Counter Payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card.
2. Public Body shall respond to all questions from the general public regarding payments.
3. County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
4. The general public shall be required to pay County a fee to use this I.T. Service. County will use fees to recover costs associated with this I.T. Service.
5. The fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
6. The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the fee. The payment to Public Body will be deposited in Public Body's designated account. The fee will be deposited into an account owned by County.

OVER THE COUNTER CREDIT CARD PAYMENTS EXHIBIT II

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department. Public Body will designate two representatives to act as primary and secondary Points of Contact with County.

SUPPORT SERVICES

Support services to be provided by County will include:

Service Access

Access to the I.T. Service is via a credit card reader provided by County attached to a computer with a connection to an Internet website run by County.

The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.

SUPPORT PROCEDURES

I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

OVER THE COUNTER CREDIT CARD PAYMENTS EXHIBIT II

SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments , Over The Counter Payments and/or Pay Local Taxes. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court’s Funding Unit or Units. The Court and its Funding Unit or Units are responsible for agreeing upon the final allocation of any fees shared under this plan. Payments will be made quarterly based on the County’s fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body’s gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County’s costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.

Definitions:

Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user

County’s Cost for Transactional Fees –Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected

Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected

Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected

50% Shared Back with Public Body- Percentage of Total Net Enhanced Access Fees to be shared with your agency.

Fees Shared Back with Public Body – Funds your agency will receive

To illustrate:

\$5,000	Gross Enhanced Access Fees Collected
<u>x 35%</u>	County’s Cost for Transactional Fees
- <u>\$1750</u>	Transactional Fees Deducted from Gross Enhanced Access Fees
\$3250	Net Enhanced Access Fees Remaining
<u>x50%</u>	50% Shared Back with Public Body
\$1625	Fees Shared Back with Public Body

OVER THE COUNTER CREDIT CARD PAYMENTS EXHIBIT II

ACCESS TO SERVICE

Public Body will provide access to this I.T. Service for the general public via computer owned by Public Body on the premise of the Public Body. This computer may be operated by Public Body staff or made available directly to the general public.

PROVISION AND MAINTENANCE OF DATA

Public Body must use the same credit card processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT III
I.T. SERVICES AGREEMENT
PAY LOCAL TAXES

INTRODUCTION

- 1) County will provide an I.T. service where the general public can pay government taxes by credit card or electronic check via the Internet.
- 2) County will provide a telephone number where the general public can pay for government taxes by means of a credit card or electronic check.
- 3) When tax payments are made to Public Body through this I.T. Service, County will post the payment without Public Body entering the data separately.
- 4) County shall provide a telephone number for the general public to call with questions regarding the payment procedure. County shall refer all questions regarding the amount of payment due to Public Body.
- 5) County will provide Public Body with access to a password protected web site where Public Body can issue credits as required and can view daily, weekly, and monthly transaction activity of payments.
- 6) The general public shall be required to pay an Enhanced Access Fee to use this I.T. Service.
- 7) The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
- 8) The person making a payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body's designated account. The Enhanced Access Fee will be deposited into an account owned by County.
- 9) The Enhanced Access Fee shall belong to County to recover costs associated with this I.T. Service.

PAY LOCAL TAXES EXHIBIT III

SUPPORT

This I.T. Service will be supported by County's Information Technology Department. Public Body will designate two representatives to act as a primary and secondary Points of Contact with County.

SUPPORT SERVICES

County support service will include:

SERVICE ACCESS

Access to the I.T. Service will be via an internet browser. The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.

The URL to initiate the I.T. Service is:

<https://www.PayLocalTaxes.com>

SUPPORT PROCEDURES

I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

PAY LOCAL TAXES EXHIBIT III

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of the Net Enhanced Access Fees collected from Online Payments, Over the Counter Payments and/or Pay Local Taxes. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.

PAY LOCAL TAXES EXHIBIT III

Definitions:

Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user

County's Cost for Transactional Fees –Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected

Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected

Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected

50% Shared Back with Public Body- Percentage of Total Net Enhanced Access Fees to be shared with your agency.

Fees Shared Back with Public Body – Funds your agency will receive

To illustrate:

\$5,000 Gross Enhanced Access Fees Collected
x35% County's cost for Transactional Fees
- \$1750 Transactional Fees Deducted from Gross Enhanced Access Fees
\$3250 Net Enhanced Access Fees Remaining
x50% 50% Shared Back with Public Body
\$1625 Fees Shared Back with Public Body

ACCESS TO SERVICE

Public Body will provide access to this I.T. Service via the URL listed above on the web site owned by Public Body.

PROVISION AND MAINTENANCE OF DATA

Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

PAY LOCAL TAXES EXHIBIT III

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSE

County grants to Public Body a nonexclusive license to use County-developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

1. County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
2. County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
3. County shall provide a single port by which Public Body may connect its internal network to OakNet
4. County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
5. County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
6. To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

PUBLIC BODY RESPONSIBILITIES.

1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
3. Public Body shall not mount any equipment in the County's equipment cabinet.
4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
5. Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the local IP addresses, Network

OakNet Connectivity Exhibit VIII

Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

6. If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
7. Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services
8. Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.
9. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

SERVICE SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT IX
I.T. SERVICES AGREEMENT
Internet Service

INTRODUCTION

1. County shall provide an I.T. Service enabling Public Body to access Internet service from its facilities and workstations via County's Internet Service Provider (ISP). County has sole control over the selection and retention of the ISP.
2. County may, in its sole discretion, block any device or network traffic from or to Public Body that has the potential to interfere with the County's ability to provide access to internet service, any other I.T. Services or County services of any type. County will advise Public Body Points of Contact of changes to ISPs, decisions to block any device or network traffic or other changes that could impact Public Body's daily operations.
3. County shall only provide outbound access to the Internet, and shall not be obligated to provide any access for Internet devices to Public Body devices or services directly. County shall not provide an Internet routable address to the Public Body for incoming Internet traffic.
4. Public Body shall abide by the Acceptable Use Policy (AUP) of the County's Internet Service Provider (ISP) or ISP's and all changes made to the AUP(s) by the ISP(s) used during the term of the Agreement. County will provide the URL to the applicable AUP. Public Body, through its points of contact will review the AUP and oversee compliance with the policy among Public Body employees and agents.
5. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

SERVICE AND SUPPORT COSTS

County will provide access to Internet Service via its Internet Service provider without fee or cost. If County determines that, in order to maintain access to Internet Service for Public Body, it must charge a fee, County will promptly notify Public Body.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

**EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS**

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and complies with this Agreement.
 - 1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.

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Approved by CLEMIS Strategic Planning Committee 07/08/2015
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I.T. SERVICES AGREEMENT
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- 1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly

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to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungement/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.
- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.

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4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.** County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act ("FOIA") requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body's data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County's response to the FOIA request or court order.
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.
- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall

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invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.

4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body’s data to a third party, County shall not be responsible for any actions of the third party and the third party’s use of Public Body’s data.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.

5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.

5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.

5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).

5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and

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FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.

5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application) and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:

6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.

6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.

6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.

6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.

6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.

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- 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.
- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
- 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
- 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.

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6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.

7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.

7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.

7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.

8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees.

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If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.

9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.
10. **OBLIGATIONS & RESPONSIBITIES UPON TERMINATION/CANCELLATION.**
- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

Tier 1

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
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Tier 2

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
------------------	--------------	-------------

Tier 2.5

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
------------------	--------------	-------------

Tier 3

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
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Tier 4 Rescinded

Tier 5 Rescinded

Tier 6 (eCLEMIS)

19 or more FTE's	6 – 18 FTE's	1 – 5 FTE's
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Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

Tier 8 Jail Management (outside Oakland County)

Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan (does not contribute any data)

District Court in Oakland County (excluding 52nd District Courts)

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

District Court outside Oakland County

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

Circuit Court (outside Oakland County - does not contribute any data)

Prosecutor Office (outside Oakland County, does not contribute any data)

FRMS Participant (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

Mobile Data Computers (“MDC”)

WITH County provided wireless

WITHOUT County provided wireless

CAD Only WITHOUT County provided wireless

Livescan

WITH printer

WITHOUT printer

Mugshot

Capture Station and Investigative

Investigative Only

Jail Management

CLEMIS Member located in Oakland County

CLEMIS Member located outside Oakland County

OakVideo (CLEMIS Member located outside Oakland County)

Crime Mapping Application

Vendor name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

Pawn Application

Fire Records Management System In Oakland County

Phase I

Phase II

Fire Records Management System Outside Oakland County

Fire Department Data Extract (provide third party vendor information below)

In Oakland County

Outside Oakland County

Vendor name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

In Oakland County

Outside Oakland County

Vendor name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

In Oakland County

Outside Oakland County

Vendor name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

CRASH Report Payment Amount: _____

Enhanced Access Fee Disbursement Instructions

Disbursement when Requested

Disbursement Quarterly

Make Check Payable to:

OPT-OUT of Exhibit V (OakNet Connectivity) OakNet connectivity is not needed

COUNTY: _____
CLEMIS Division Manager _____ Date _____

PUBLIC BODY: _____

Title/Name: _____

Signature: _____

Date

(to be completed by Public Body)

EXHIBIT XI
I.T. SERVICES AGREEMENT
ArcGIS ONLINE

INTRODUCTION

ArcGIS Online (“AGO”) is a web based, collaborative Geographic Information System (GIS) that allows users having an AGO Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.’s (“ESRI”) secure cloud.

County entered into an agreement with ESRI that permits County to deploy AGO to Public Body (County Contract No. 005562, Enterprise Agreement No. 330721, and herein referred to as the “Enterprise Agreement,” which can be found on the Oakland County Purchasing Website at the ‘Contract Public Search’ link or provided to the Public Body upon request). The Parties desire for Public Body to be authorized to access and use AGO as specified in the Enterprise Agreement.

County will provide Public Body with AGO Named User accounts that will allow Public Body to access the County’s AGO portal without having to purchase, manage or maintain its own AGO Named User accounts.

The Enterprise Agreement includes a License Agreement (herein referred to as the “License Agreement”) and a CVT Acknowledgment Statement, which is attached and incorporated as Addendum A, that Public Body must comply with in order to access and use AGO.

1. DEFINITIONS

- 1.1. "Deploy," "Deployment," or "Deployed" means County assigning, managing, and maintaining AGO Named User accounts for access to and use of County’s AGO portal by Public Body.
- 1.2. "Tier 1 Support" means the Technical Support provided via the Oakland County Service Center to Public Body to resolve reported incidents involving Public Body’s access to or use of County’s AGO portal.

2. OAKLAND COUNTY RESPONSIBILITIES

- 2.1. Deployment. County will deploy AGO Named User accounts to Public Body through County’s Service Center as specified in the Enterprise and License Agreements without fee or cost to Public Body. The deployment of AGO Named User accounts by County to Public Body will terminate as specified in the Enterprise or License Agreements, the Agreement, or this Exhibit.

- 2.2. Support. County's Information Technology (I.T.) Department will pass through updates and provide Tier 1 Support to Public Body for applicable AGO use without fee or cost to Public Body.

3. PUBLIC BODY RESPONSIBILITIES

- 3.1. Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendments or new agreements mentioned in this Exhibit, and any applicable laws, rules, and regulations when accessing or using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendment or new agreements mentioned in this Exhibit, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has reviewed the License Agreement.
- 3.2. Amendments to Enterprise or License Agreements. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the Enterprise or License Agreements relating to the access or use of AGO. Amendments to the Enterprise or License Agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will use reasonable efforts to provide notice to Public Body when County becomes aware of applicable amendments to the terms and conditions of the Enterprise or License Agreements.
- 3.3. New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. New agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will use reasonable efforts to provide notice to Public Body when it becomes aware that Public Body must comply with any new agreements.
- 3.4. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.

- 3.5. Identity & Access Management (“IAM”) Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center’s self-registration to access or use AGO.
- 3.6. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the Enterprise or License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in this Exhibit. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.
- 3.7. Prohibition on Storing Certain Data in AGO. Public Body shall not upload to, process, use, or store in AGO any of the following: Personal information (PI) or Personal identifying information (PII) as those terms are defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) which is defined as data or information governed by the CJIS Security Policy (currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

4. EXECUTION OF CVT ACKNOWLEDGEMENT STATEMENT

- 4.1. Public Body shall sign and provide the County with the signed original CVT Acknowledgement Statement (Addendum A), prior to County deploying AGO Named User accounts to Public Body. The CVT Acknowledgement Statement must be signed by an authorized representative of Public Body. After Public Body signs and provides the County with the signed original CVT Acknowledgement Statement (Addendum A), County will provide the CVT Acknowledgement Statement signed by Public Body to ESRI.

5. LICENSED USE AND ACCESS

- 5.1. County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County’s advance written consent.

ADDENDUM A
CVT ACKNOWLEDGMENT STATEMENT
(ArcGIS Online)

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373 and **County of Oakland, MI ("County")**, have entered into an Enterprise Agreement (EA) identified as Enterprise Agreement No. 330721. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during the term of the EA. Deployment by County of ArcGIS Online to each CVT and CVTs use of ArcGIS Online is subject to the terms of License Agreement contained in the EA and the additional requirements below.

The CVT, identified below as a Licensee, represents that it has received and read the License Agreement and understands and agrees to be bound by the terms of the License Agreement and the below additional requirements for use of ArcGIS Online Deployed by County to it. CVT agrees that Esri may pursue remedies against CVT for material breach of the License Agreement or the below additional requirements. All Deployments made by County to CVT will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to CVT during the term of the EA for applicable ArcGIS Online use.

The following additional conditions apply:

- (1) Beta licenses are not available during the term of the EA. Therefore, Section 1.4 Trial, Evaluation, and Beta Licenses, in the License Agreement does not apply to CVT.
- (2) Section 1.2. Consultant or Contractor Access in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
- (3) CVT remains subject to Export Compliance requirements as outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
- (5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
- (6) Any and all Amendments to License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.
- (7) CVT, including its consultants, contractors, agents, and volunteers, shall not upload to, process, or store in ArcGIS Online any Personal identifying information (PII) as defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) defined as data or information governed by the CJIS Security Policy (which is currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement. No other rights are granted to CVT under this acknowledgment.

ACCEPTED AND AGREED:

(CVT)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT XII
I.T. SERVICES AGREEMENT
DATA SHARING

INTRODUCTION

The Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.44f1 *et seq.*, and the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, allow the County to make Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS) available to Public Body without fee or cost for the purposes and uses described in this Exhibit.

1. DEFINITIONS

- 1.1. **"Geographic Information System Data" or "GIS Data"** means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
- 1.2. **"Access Oakland Product"** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.3. **"Consultants, Contractors or Subcontractors"** mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.
- 1.4. **"Third Party"** means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

2. OAKLAND COUNTY RESPONSIBILITIES

- 2.1. The County may provide Public Body, without fee or cost, with data available as GIS Data and/or Access Oakland Products in retrievable form for public purposes permitted by law, including but not limited to assessing, planning, zoning, property inspection, economic or community development, public safety, public works, parks and recreation, and engineering.

3. PUBLIC BODY RESPONSIBILITIES

- 3.1. All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the "Content") are owned by the County or licensed to the County by

parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

- 3.2. All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.
- 3.3. Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.
- 3.4. Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.
- 3.5. Public Body may provide its Consultants, Contractors, or Subcontractors with access to the GIS Data and/or Access Oakland Products in accordance with all the following conditions:
 - 3.5.1 Public Body shall have its Consultants, Contractors, or Subcontractors sign the Contractor Data Sharing Services Agreement, which is attached and incorporated into this Exhibit as Attachment A, and forward it to the County along with Contractor's required insurance documentation. The County will provide the fully executed Contractor Data Sharing Services Agreement to Public Body. Public Body shall forward the fully executed Contractor Data Sharing Services Agreement to the Consultant, Contractor, or Subcontractor. The Contractor Data Sharing Services Agreement must be signed by County and Contractor, prior to the Public Body's Consultants, Contractors, or Subcontractors accessing or using the GIS Data and/or Access Oakland Products;
 - 3.5.2 Public Body's Consultants, Contractors, or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties; and,
 - 3.5.3 Public Body's Consultants, Contractors, or Subcontractors shall delete, remove, and shall cease using all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.
- 3.6. County may, and reserves the right to, implement future standards and guidelines as needed for use of the GIS Data and/or Access Oakland Products, including but not limited to, limiting the number of Public Body's or its Consultants, Contractors, or Subcontractors

user accounts. In order to access and use the GIS Data and/or Access Oakland Products, Public Body and its Consultants, Contractors, or Subcontractors shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its Consultants, Contractors, or Subcontractors.

- 3.7. Public Body shall immediately inform County via the Service Center if any of its employees, Consultants, Contractors, or Subcontractors are no longer employed by the Public Body, no longer require access to the GIS Data and/or Access Oakland Products, or use the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties.
- 3.8. Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all requests by Third Parties to purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

4. LICENSED USE AND ACCESS

- 4.1. County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.

ATTACHMENT A
TO EXHIBIT XII
I. T. SERVICES AGREEMENT
DATA SHARING

CONTRACTOR DATA SHARING SERVICES AGREEMENT

This Contractor Data Sharing Services Agreement (herein referred to as the “Contractor Agreement”) is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 (the “County”) and

_____ (the “Contractor”).
(Contractor Name and Address)

RECITALS

- A. WHEREAS, _____ (“Public Body”), utilizes Oakland County, Michigan (“County”) owned GIS Data and/or Access Oakland Products (referred to individually or collectively as “Data Sharing Services”) pursuant to an agreement with the County; and
- B. WHEREAS, Public Body has requested and authorized County to provide Data Sharing Services to Contractor, in order for Contractor to fulfill its contractual obligations to Public Body.
- C. WHEREAS, County is willing to provide Data Sharing Services to Contractor, subject to the following terms and conditions.

NOW, THEREFORE, the Contractor and County, collectively referred to as the “Parties,” agree to the following:

AGREEMENT

- 1. **Definitions:** In addition to the terms and expressions defined elsewhere in this Contractor Agreement, the following words and expressions are defined and interpreted throughout this Contractor Agreement as:
 - 1.1 **Access Oakland Product** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
 - 1.2 **Contractor Employee** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person

who was a Contractor Employee at any time during the term of this Contractor Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.3 **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the County, or for which the County may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.4 **County** Oakland County, a Municipal Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.5 **Data Sharing Services** means GIS Data and/or Access Oakland Products.

1.6 **Geographic Information System Data or GIS Data** means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.

2. **Service Provided by County:** County may provide Data Sharing Services to Contractor without cost to Contractor during the duration of this Contractor Agreement, subject to any other terms or conditions in this Contractor Agreement.

3. **Contractor's Obligations:** Contractor agrees that, when accessing or using Data Sharing Services, Contractor shall:

3.1 Use the Data Sharing Services solely to fulfill its contractual obligations to the Public Body. Contractor shall refrain from using the Data Sharing Services for any purpose except those authorized by Public Body in relation to the performance of its official duties;

3.2 Not copy, reuse, republish or otherwise distribute the Data Sharing Services or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the express written permission of County;

3.3 Be bound by and comply with all future standards and guidelines implemented by County regarding the use of Data Sharing Services;

3.4 Immediately notify the Public Body if Contractor Employees are no longer employed by the Contractor, if Contractor no longer requires access to the Data Sharing Services, if there is unauthorized disclosure or use of the Data Sharing Services, or if any Contractor Employees violate the terms of this Contractor Agreement or amendments thereto;

I.T. SERVICES AGREEMENT-EXHIBIT XII, ATTACHMENT A

3.5 Comply with any terms contained in any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor in order to provide Contractor with the Data Sharing Services. County will provide Contractor with a copy of any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor, if requested by Contractor;

3.6 Cease using, delete, and remove any and all Data Sharing Services or copies thereof, regardless of their form or method of storage, upon the earliest of any one of the following events:

3.6.1 Completion or termination of Contractor’s consulting, contracting or subcontracting relationship with Public Body;

3.6.2 The completion of Contractor’s assigned tasks or duties for Public Body that involved the Data Sharing Services;

3.6.3 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services; or

3.6.4 Upon termination of this Contractor Agreement for any reason.

4. **Ownership of Data Sharing Services:** The Data Sharing Services, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the “Content”) are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Contractor will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Contractor’s use of Data Sharing Services.

5. **Disclaimer of Warranty and Liability:**

5.1 COUNTY PROVIDES THE DATA SHARING SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF ACCURACY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING, OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE. COUNTY DOES NOT REPRESENT THAT ACCESS TO THE DATA SHARING SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS, OR LOSS OF TRANSMITTED INFORMATION.

5.2 USE OF THE DATA SHARING SERVICES IS AT CONTRACTOR'S OWN RISK. COUNTY WILL NOT BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN THE SERVICE.

5.3 IN NO EVENT WILL THE COUNTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA SHARING SERVICES.

6. **Maintenance or Modification:** County may, without notice, perform maintenance on, or modify the Data Sharing Services at any time. County may, without notice, restrict or deny Contractor's access to the Data Sharing Services during any maintenance or modification.
7. **Compliance with Laws:** Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, and administrative rules and requirements applicable to its activities performed under this Contractor Agreement.
8. **Auditing:** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of the Data Sharing Services and County's compliance with Federal, State and local laws and industry standards.
9. **Delegation or Assignment:** Contractor shall not delegate or assign any obligation or right under this Contractor Agreement.
10. **Indemnification:** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contractor Agreement.
11. **Contractor Provided Insurance:** At all times during this Contractor Agreement, Contractor shall obtain and maintain insurance according to the requirements listed in Appendix A.
12. **Term:** This Contractor Agreement shall be effective when executed by all Parties, and shall remain in effect until the earliest of any one of the following events:
 - 12.1 Contractor completes or terminates its consulting, contracting or subcontracting relationship with Public Body;
 - 12.2 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services;
 - 12.3 Five (5) years after the effective date of this Contractor Agreement; or
 - 12.4 Otherwise terminated as set forth in this Contractor Agreement.

13. Termination:

13.1 **By County:** County may terminate this Contractor Agreement immediately and without advance notice for any reason, including convenience. Notice to Contractor terminating this Contractor Agreement by County shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail, postage prepaid, and addressed to the person and address listed below for Contractor. Contractor may change the person and/or address that notice shall be given to by providing the name of the new person and/or address to the County in writing.

13.2 **By Contractor:** Contractor may terminate this Contractor Agreement at any time and for any reason, including convenience, upon sending written notice to County. The effective date of termination shall be seven business days after sending the notice, or a later date if clearly stated in the written notice.

14. Notices: Notices given under this Contractor Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

14.1 If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

14.2 If Notice is sent to Contractor, it shall be addressed to the person and address listed below for Contractor.

14.3 Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

15. Cumulative Remedies: A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

16. Governing Law/ Consent to Jurisdiction and Venue: This Contractor Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Any action brought to enforce, interpret, or decide any claim arising under or related to this Contractor Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

17. Modifications or Amendments: Any modifications, amendments, rescissions, waivers, or releases to this Contractor Agreement must be in writing and agreed to by all Parties.

18. Interpretation of Agreement: The language of this Contractor Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

19. Waiver: Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

20. Severability: If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

21. Entire Agreement: This Contractor Agreement represents the entire agreement between the Parties and supersedes any and all other communications, prior, contemporaneous or subsequent.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Contractor Agreement. The persons signing this Contractor Agreement on behalf of each Party have legal authority to sign this Contractor Agreement and bind the Parties to the terms and conditions contained herein.

FOR COUNTY:

Executed by: _____

Date: _____

Title: _____

FOR CONTRACTOR:

(Signature of Contractor's Authorized Representative)

(Printed name)

(Title)

(Address)

Date: _____

(Address continued)

APPENDIX A

CONTRACTOR INSURANCE REQUIREMENTS

During this Contractor Agreement, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims. The insurance shall be written for not less than any minimum coverage herein specified.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contractor Agreement;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. Contractor must also satisfy one of the following:

1. Fully Insured or State approved self-insurer; or
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contractor Agreement.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages Required:

1. **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate; and
2. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contractor Agreement and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

INTRODUCTION

Pictometry Licensed Products offers a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.

County entered into a contract (Contract No. 004939) with Pictometry International Corp. (“Pictometry”), which contains several license agreements (“License Agreements”) that can be found on the Oakland County Purchasing Website at the ‘Contract Public Search’ link or provided to the Public Body upon request. The License Agreements permit County access to and use of the Pictometry Licensed Products that are described in the License Agreements. The License Agreements also allow the County to provide Public Body with access to and use of Pictometry Licensed Products that are specified in the Pictometry Authorized Subdivision Agreement (“Licensed Products”), which is attached and incorporated into this Exhibit as Attachment A.

The Parties desire for Public Body to be authorized to access and use the Licensed Products subject to the applicable licenses and conditions stated in this Exhibit. County will provide Public Body with access to the Licensed Products without Public Body having to purchase the Licensed Products.

1. OAKLAND COUNTY RESPONSIBILITIES

- 1.1. Access and Use. County shall provide Public Body with access to Licensed Products without fee or cost to Public Body. County will only provide Public Body with access to the Licensed Products when the Pictometry Authorized Subdivision Agreement or an equivalent agreement is in effect.
- 1.2. Access Management. County will provide Public Body with access to the Licensed Products through County’s Service Center.
- 1.3. Administration of Pictometry Authorized Subdivision Agreement. After Public Body signs and provides the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A) in accordance with paragraph 2.1, County shall provide the Pictometry Authorized Subdivision Agreement signed by Public Body to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Subdivision Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Subdivision Agreement to Public Body.
- 1.4. Administration of Pictometry Authorized Sub-User Agreement. After Public Body provides County with the signed original Pictometry Authorized Sub-User Agreement

(which is attached and incorporated into this Exhibit as Attachment B) in accordance with paragraph 2.2, County shall provide the Pictometry Authorized Sub-User Agreement signed by the contractor to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Sub-User Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to Public Body. Public Body shall provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to the contractor.

2. PUBLIC BODY RESPONSIBILITIES

- 2.1. Execution of Pictometry Authorized Subdivision Agreement. Prior to County providing Public Body with access to the Licensed Products, Public Body shall sign and provide the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A).
- 2.2. Execution of Pictometry Authorized Sub-User Agreement. County may provide access to the Licensed Products to a contractor of the Public Body solely for the purpose of allowing contractor to fulfill its contractual obligations to Public Body. Prior to County providing access to the Licensed Products to a contractor of Public Body, Public Body shall provide the contractor with a copy of the License Agreements and the Pictometry Authorized Sub-User Agreement, the contractor shall sign and provide the Public Body with the signed original Pictometry Authorized Sub-User Agreement (Attachment B), and Public Body shall provide the County with the signed original Pictometry Authorized Sub-User Agreement.
- 2.3. Public Body Compliance. Public Body shall comply with the terms and conditions in this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, and any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body's access and use of the Licensed Products may be suspended or terminated if County is in breach of the License Agreements or if Public Body is in breach of this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, or any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body acknowledges and agrees that it has received and reviewed the License Agreements.
- 2.4. Amendments to License Agreements. In order to access and use the Licensed Products, Public Body and its contractor(s) shall agree to and comply with any and all amendments to the License Agreements. Amendments to the License Agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreements. Public Body shall notify its contractors when Public Body becomes aware of applicable amendments to the terms and conditions of the License Agreements.

- 2.5. New Agreements. County may enter into new agreements in the future with Pictometry involving the Licensed Products or similar products. New agreements between the County and Pictometry may require Public Body or its contractor(s) to agree to and sign (if necessary) new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements. In order to access and use the Licensed Products or similar products, Public Body and its contractor(s) shall agree to and comply with new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements, which can be found on the Oakland County Purchasing Website at the ‘Contract Public Search’ link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware that Public Body and its contractor(s) must comply with any new agreements. Public Body shall notify its contractors when Public Body becomes aware that its contractors must comply with new agreements.
- 2.6. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of the Licensed Products or similar products, including but not limited to, limiting the number of Public Body’s or a contractor’s authorized user accounts. In order to access and use the Licensed Products or similar products, Public Body and/or its contractor(s) shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its contractors.
- 2.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the Licensed Products, or breaches this Exhibit, the Pictometry Authorized Subdivision Agreement, the Pictometry Authorized Sub-User Agreement, the License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 2.5. County may require Public Body to verify its inventory of active Public Body and contractor user accounts periodically.

3. LICENSED USE AND ACCESS

- 3.1. County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County’s advance written consent.

ATTACHMENT A
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED SUBDIVISION AGREEMENT

Authorized Subdivision Name:

Authorized Subdivision Address:

Authorized Subdivision Email Address:

Authorized Subdivision Phone
Number:

Authorized Subdivision Attn:

Pictometry Licensed Products:

Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("Authorized Subdivision").

Whereas, Pictometry and the County of Oakland, Michigan (the "County") entered into a license agreement dated December 1, 2016 (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products pursuant to the County Agreement; and

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;

EXHIBIT XIII-I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

ATTACHMENT A

4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Pictometry International Corp.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____
Effective Date: _____

ATTACHMENT B
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED CONTRACTOR SUB-USER AGREEMENT

Contractor Name: _____

Type of Contractor entity: _____

Contractor Address: _____

Governmental Entity that Contractor is performing work on behalf of: _____

Contractor Attn: _____

Effective Date: _____

Term: _____

Pictometry Licensed Products: _____
Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Sub-User Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the party identified above ("Contractor") and is effective beginning on the Effective Date listed above for the Term as set forth above, at which time this Agreement will automatically terminate.

Whereas, Pictometry and the County of Oakland, Michigan previously entered into a license agreement wherein the Governmental Entity identified above was given access to and use of certain products identified above ("Pictometry Licensed Products"). The Governmental Entity has requested that Pictometry authorize Contractor to have access to and use of the Pictometry Licensed Products, in order for Contractor to fulfill its contractual obligations to the Governmental Entity.

Now therefore, Pictometry and the Contractor hereby agree that Contractor may utilize the Pictometry Licensed Products in accordance with the terms and conditions set forth herein.

Contractor agrees as follows:

1 Grants of Rights; Restrictions on Use

- 1.1** Contractor may use the Pictometry Licensed Products solely for the purpose of fulfilling its contractual obligations to the Governmental Entity at its direction.
- 1.2** All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Pictometry Licensed Products belong to Pictometry or its third party

EXHIBIT XIII-I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

suppliers. Contractor shall not acquire any proprietary interest in the Pictometry Licensed Products or any copies thereof.

- 1.3** Contractor shall not make the Pictometry Licensed Products available to any other party, including Google or its affiliates, either directly or indirectly. Contractor will not share, publish, reproduce, sell or distribute the Pictometry Licensed Products (including making available on the Internet or World Wide Web or any other general access electronic network, method or medium).
- 1.4** Contractor shall not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Licensed Products.
- 1.5** Pictometry shall have no obligations to provide the Pictometry Licensed Products to Contractor.

2 Disclaimers

- 2.1** The Pictometry Licensed Products are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 2.2** The Pictometry Licensed Products are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 2.3** All measurements and reports generated by the Pictometry Licensed Products are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 2.4** Contour information obtained from the Pictometry Licensed Products is generated from under sampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 2.5** While the Pictometry Licensed Products may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Pictometry Licensed Products hereby disclaim all liability for damages claims and expenses arising from such use.
- 2.6** Contractor's reliance on the Pictometry Licensed Products should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for Contractor's intended purpose.
- 2.7** Pictometry and each third party supplier of any portion of the Pictometry Licensed Products assume no responsibility for any consequences resulting from the use of the Pictometry Licensed Products.
- 2.8** Pictometry and each third party supplier of any portion of the Pictometry Licensed Products hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Pictometry Licensed Products.
- 2.9** Contractor waives any and all rights Contractor may have against Pictometry, each third party supplier of any portion of the Pictometry Licensed Products, and each of their

directors, officers, members and employees, arising out of use of or reliance upon the Pictometry Licensed Products.

3 Warranty

3.1 THE PICTOMETRY LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF THE PICTOMETRY LICENSED PRODUCTS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4 Limitation of Liability

4.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Pictometry Licensed Products, (b) the unavailability or interruption of the Pictometry Licensed Products or any features thereof, (c) Contractor's use of the Pictometry Licensed Products, (d) the loss or corruption of any data or equipment in connection with the Pictometry Licensed Products, (e) the content, accuracy, or completeness of the Pictometry Licensed Products, all regardless of whether you received assistance in the use of the Pictometry Licensed Products from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Pictometry Licensed Products.

4.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Pictometry Licensed Products, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Pictometry Licensed Products or third party alliance entity and their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE PICTOMETRY LICENSED PRODUCTS OR THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH PICTOMETRY LICENSED PRODUCTS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS.

5 Miscellaneous

5.1 Contractor acknowledges and agrees that a breach of this Agreement by Contractor may cause severe and irreparable damage to Pictometry which may be difficult to measure with certainty or to compensate through damages. In the event of any breach of this Agreement by Contractor, Contractor agrees that Pictometry is authorized and entitled to seek preliminary and/or permanent injunctive relief, as well as any other relief permitted by applicable law. Contractor hereby waives the necessity of the posting of any form of bond relating to the issuance of injunctive relief.

ATTACHMENT B

- 5.2 Pictometry may terminate this Agreement at any time with or without cause upon ten (10) days written notice to the Contractor.
- 5.3 Upon expiration or termination of this Agreement, or in the event that Contractor is in violation of any of the terms or conditions set forth in this Agreement or the Governmental Entity is in violation of its Agreement with Pictometry, the Contractor shall immediately cease use of all Pictometry Licensed Products, purge all Pictometry Licensed Products off of its respective computers/servers and return all Pictometry Licensed Products to Pictometry.
- 5.4 Contractor shall not assign or otherwise transfer its rights or delegate its duties under this Agreement.
- 5.5 All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.
- 5.6 Any extensions or modifications of this Agreement must be in writing and signed by duly authorized officers of Pictometry and the Contractor.
- 5.7 This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.
- 5.8 The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 5.9 In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Contractor

Pictometry International Corp.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____
Effective Date: _____

Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution applies to reporting unit(s) # _____ of the participating municipality listed below.

WHEREAS, _____ ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. _____

Optional additional job positions:

2. _____

3. _____

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on _____, 20_____.

Authorized signatory: _____

Name: _____

Title: _____



INFRASTRUCTURE STUDY GROUP

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

SIDEWALK RECOMMENDATION

MONDAY, JUNE 17, 2019

Sidewalk Recommendation:

Goal: To ensure all sidewalks, both residential and those in the business corridor, are maintained in a safe, uniform manner according to code and have a visually pleasing look.

Recommendation: The Infrastructure Study Group has created separate recommendations for the residential and business corridor sidewalks.

Business Corridor: All defective business corridor sidewalks blocks should be repaired or replaced by the end of October 2019. The business corridor includes sidewalks within the city limits on 11 Mile Road, 12 Mile Road and Southfield Road. The City Administrator, working with the City Attorney, will determine the appropriate criteria to determine if a flag requires repair or replacement. As most of these sidewalks defects have already been assessed and logged, notifications should be sent to building owners by the end of July. Building owners should have two weeks from notification to contest their sidewalk assessments and/or notify the city should they want to repair their defective flags on their own. Building owners wishing to contract the work themselves must complete all work within 30 days of notification.

We recommend that the city hire a contractor to repair the sidewalks (for those building owners who opt for the city to do the work or do not respond within two weeks) and pay the contractor directly. In turn, the city will bill the appropriate cost of repair to each building owner. The city should seek out a contractor immediately and negotiate a reasonable rate given the volume of work. The City Manager, working with the City Attorney, will

determine if any public hearings are required for this special assessment and adjust the schedule accordingly.

Residential: All defective residential sidewalks blocks in the city will be repaired or replaced in the roughly four year period ending in October of 2023, with a focus on one of the four city quadrants each year. The largest quadrant (the area bounded by 11 Mile Road, 12 Mile Road, Southfield Road and Evergreen Road) will be targeted first with a suggested completion date of the end of October 2020. This quadrant contains the most linear footage of sidewalk. It will be targeted first so that this large section of sidewalk improvement is completed prior to the beginning of the road improvement project, currently slated to begin in the spring of 2021 (if approved by the voters). This will help to reduce the amount of congestion and reduce overlap between the two projects. In each of the successive three years, one of the remaining, smaller quadrants will be selected by the administration for the annual sidewalk improvement program. The work in the chosen quadrant will be completed by the end of October of that year.

The committee believes that due to the large amount of sidewalk to be assessed in the first year (the largest quadrant), code enforcement resources may be strained. As such, the committee suggests, but ultimately leaves this decision to the City Administrator, that the majority of the assessment work be completed by a group of trained resident volunteers. The city code enforcement official would train these volunteers in early spring of 2020.

Volunteers would mark defects with spray paint and log the defects associated with each address. Per the City Attorney, in order to eliminate any future liability related to faulty, inaccurate or missed defects by the volunteers, the city Code Enforcer(s) will walk all residential sidewalks in this largest quadrant to verify the completed volunteer assessment efforts. Because the majority of the assessment work would be completed already, the Code Enforcement verification should move relatively quickly. The following process for this improvement program is suggested:

- 1) Recruit volunteer assessors (if utilized). The City Administrator, working with the City Attorney, will determine the specific criteria used to determine if a flag requires repair or replacement. The City Administrator finds a contractor and negotiates rates for sidewalk replacement. These tasks should be completed by the end of February.
- 2) Resident Assessors (if utilized) should be trained on defect criteria, marking and logging procedures, and assigned an assessment area by the middle of March.

- 3) Resident Assessors and/or Code Enforcement officers complete the assessments of their assigned areas by the middle of May.
- 4) If Resident Assessors are utilized, the Code Enforcement officer(s) reviews their markings and logs for accuracy. All sidewalk assessment is completed by the end of May.
- 5) Letters to residents are sent out by the end of June. Consistent with past programs, residents have 10 days to indicate if they would like to take responsibility for completing the repair themselves, and 30 days from the dated letter to complete the work.
- 6) The chosen city contractor executes quadrant-wide repairs (for residents who did not opt to do their own repairs) from the middle of July through the end of October 2020.
- 7) The city will pay the selected contractor directly. In turn, residents are billed by the city for the cost of the specific repairs done by the contractor on their property.
- 8) The City Administrator will schedule any required public hearings associated with this special assessment and adjust the schedule accordingly.

A similar time table is recommended for the annual program in the subsequent three years for the remaining three quadrants. Similarly, if the administration desires, resident volunteers can be used to assist in the assessment of these quadrants.

It is recommended that this process is repeated every five years to ensure the sidewalk system is properly maintained and does not degrade. Further, it is recommended that this four year improvement project and the subsequent post-project sidewalk maintenance assessment schedule are added to the city calendar. This will ensure this work is not overlooked or neglected due to staff turnover and/or change of administrations.

June 3: Core boring project is approved by council. Work to begin within 10 to 12 days.

June 10: Potential bond issue scenarios due from bond agent for Infrastructure Committee to analyze.

June 11: Infrastructure Committee meeting

June 17: Infrastructure Committee presents final sidewalk recommendation to council at the regular meeting. Council acts on the adoption of the recommendation.

July 8 (approximately): Verbal core boring analysis report due to Scott Ringler from G2 Consulting Group

July 15 (approximately): Due date for the revised project cost estimate from the City Engineer

TBD: Infrastructure committee finalizes recommendation using final estimate from the City Engineer and bond issue scenarios.

July 22: Infrastructure Committee presents its final road recommendation to council. Council acts on resolution to approve ballot language during the July regular meeting.

The committee goal is to have its final recommendation ready for the July 22nd regular meeting. However, there is a lot that needs to happen once the revised estimate is received from the City Engineer. The committee will need to meet, determine the final dollar amount to be requested, work with the bonding agent to get the final millage numbers based upon the needed amount, etc. If this July 22nd date cannot be met by the committee, a special meeting will need to be scheduled for council before August 5th.

August 5: Bond information and millage rates are sent to Miller Canfield to write official ballot language.

August 13: Ballot initiative language submitted by City Clerk is due to the county.

CITY OF LATHRUP VILLAGE, MICHIGAN

RESOLUTION FOR ACH and ELECTRONIC TRANSACTIONS

At a regular meeting of the City Council of the City of Lathrup Village held in the Council Chambers on June 17, 2019 at _____

Present:

Absent:

The following resolution was offered by _____ and seconded by _____:

WHEREAS, on December 30, 2002, the Governor of the State of Michigan approved Act No. 738 of the Public Acts of 2002 authorizing the use electronic transactions by designated officers of the local government; and

WHEREAS, the City Council deems that it is in the best interest of the City of Lathrup Village to make certain financial transactions by using electronic transactions as described in the Act;

NOW, THEREFORE, BE IT RESOLVED, that the following policy shall govern the use of electronic transactions:

- a. The Treasurer or electronic transaction officer (ETO) shall be responsible for establishing all ACH arrangements for the local unit;
- b. The Treasurer or ETO shall draft a written policy to be followed in accordance with the act and presented to City Council;
- c. The treasurer or ETO shall be responsible for payment approval, accounting, reporting, and generally overseeing compliance or shall appoint an employee to perform such duties;
- d. The Treasurer or ETO shall submit documentation to the City Council, or person responsible for approving payments by resolution or charter requirements, detailing goods and services purchased, the cost of goods or services, the date of payment, and the department levels serviced;
- e. All ACH transactions shall be approved by the Treasurer, ETO or City Administrator BEFORE payment is made.

Ayes:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN)

ss)

COUNTY OF _____)

I, the undersigned, the duly qualified and Appointed Clerk of the City of Lathrup Village, Oakland County, Michigan, do hereby certify the foregoing is a true and complete copy of the resolution enacted by the City Council at a regular meeting held on the 17th day of June, 2019, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 17th day of June, 2019.

Clerk

CITY OF LATHRUP VILLAGE

Policy for Automated Clearing House (ACH) Arrangements And Electronic Transactions of Funds

The following policy shall govern the use of electronic transactions and ACH arrangements for the City of Lathrup Village:

Definitions:

“Automated clearing house” or “ACH” means a national and governmental organization that has authority to process electronic payments, including, but not limited to, the national automated clearing house association and the Federal Reserve System.

An “ACH arrangement” means the agreement between the originator of the ACH transaction and the receiver of an ACH transaction.

An “ACH transaction” means an electronic payment, debit, or credit transfer processed through an automated clearinghouse.

An “ACH policy” means the procedures and internal controls as determined under this written policy developed by the Treasurer and adopted by the City Council.

A “red flag” means a pattern, practice or specific activity that indicates the possible existence of identity theft.

“Protected Information” means a person’s non-public personal information, including financial information, used to create or contained within, an Entry and any related Addenda Record.

Authority to Enter into ACH Arrangements and Electronic Transfers of Public Funds

The City Treasurer may enter into an ACH agreement as provided by Public Act 738 of 2002, effective December 30, 2002. The City of Lathrup Village Council shall adopt a resolution to authorize electronic transactions and receive a copy of the policy.

An ACH arrangement under PA 738 of 2002 is not subject to the Revised Municipal Finance Act, Public Act 34 of 2001 (MCL 141.2101, et seq.) or to provisions of law of charter concerning the issuance of debt by a local unit.

Responsibility for ACH Agreements and Internal Accounting Controls to Monitor Use of ACH Transactions

- A. The City of Lathrup Village Treasurer, or employee position designated by the treasurer, has been designated as the electronic transactions officer (ETO) responsible for all ACH arrangements and transactions, including payment approval, accounting, reporting, and generally for overseeing compliance with this Policy, and is authorized to enter into such arrangements and transactions on behalf of the City.
- B. The Treasurer may designate another employee, with the approval of the City Manager, to be responsible for the City's ACH arrangements, including approval for transactions, accounting, reporting, or generally ensuring compliance with this Policy, or other ACH policies, procedures, or instructions as established by the Treasurer.
- C. The Treasurer or the Treasurer's designee shall maintain records of all ACH arrangements and transactions, which such records shall include documenting the goods or services purchased, the cost of the goods or services, the date of payment, and the City department, activity, program, or agency that received the goods or services and approved payment. Other electronic transactions, such as fund-to-fund transfers, funds transferred for investment purposes, transfers of taxes withheld from payroll, and the like shall be documented as to purpose, amount, date of transaction, approvals, and other pertinent information.
- D. All electronic transactions shall be verified by the Treasurer or the Treasurer's designee.
- E. The approval of ACH invoices is required before a transaction is created. ACH transactions involving disbursements shall be included on the Monthly Payments Report presented to the City Council, which shall at a minimum include the goods or services purchased, the cost of the goods or services, the date of the payment, and the department levels serviced by payment. This report can be contained in the electronic general ledger software system or in a separate report to the governing body.
- F. For payment of State or Federal taxes or other payroll disbursements, the Treasurer shall review payment to the proper authority upon receipt of the information from the payroll company using the established EFTPS, state or retirement programs.
- G. For deposits from state, county and/or federal authorities, and from third-party payment processors (e.g. banks, vendors), the Treasurer shall obtain the amount

of the deposit and send an invoice to the person responsible for accounting records.

- H. No monies shall be automatically withdrawn from City accounts, as all withdrawals require the explicit approval of the City Treasurer or the Treasurer's designee.
- I. Internal accounting controls established by the Treasurer for other types of receipts and disbursements shall also apply to ACH transactions.
- J. The Treasurer may enter into ACH arrangements to withdraw funds from residents/customers accounts to make payment on amounts owed the City. Prior to initiating such transactions, the Treasurer will have signed authorization from the resident/customer giving the City authorization for the transactions.
- K. Proper authorization must be obtained for debiting and crediting any customer, vendor, or payer account via ACH, in accordance with NACHA rules. A file of current authorizations must be maintained. The Treasurer shall be responsible for the City's ACH agreements, including payment approval, accounting, reporting, and for generally overseeing compliance with the ACH policy. The information must protect the confidentiality and integrity of personal information including financial information. The Treasurer will work with the city's banking institution to ensure the protection against anticipated threats or hazards to the security or integrity of protected information being submitted through the ACH.
- L. The Treasurer, Deputy treasurer and the City Administrator are the authorized users. One will originate the ACH transaction and the Treasurer or the City Administrator will approve each ACH transaction.
- M. ACH limitations must be set up with the bank. It shall list the authorized debtors, dollar amount limits for each debtor and the bank account number in which they are authorized to debit.
- N. A copy of ACH data will be maintained that will enable the Treasurer to recreate sent ACH data files until the Treasurer has verification that the ACH files have been accurately accepted and processed by Treasury.
- O. Reconciliation must be maintained in a timely manner each month.
- P. E-payment service is provided through a third party for counter and web payments.

PREVENTING AND MITIGATING IDENTITY THEFT. In the event City personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

1. Protection of Customer Identifying Information.
 - i. In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City will take the following steps with respect to its internal operating procedures to protect customer identifying information.
 - ii. Maintain latest technology related to payment system (acceptance of credit cards).
 - iii. Ensure complete paper documents containing customer information are stored in locked file cabinets.
 - iv. Ensure that office computers are password protected and that computer screens lock after a set period of time (maximum 15 minutes of inactivity).
 - v. Keep offices clear of papers containing customer information.
 - vi. Ensure computer virus protection is up-to-date.
 - vii. Require and keep only the kinds of customer information that are necessary for ACH purposes.
 - viii. Participants can sign up for ACH transactions for payroll, Account Payables, Utility Billing and Taxes. No ACH enrollments or transactions which contain account numbers shall be taken over the phone or through email. Upon receiving a document signing up for any kind of ACH transaction, the document should be given to the Treasurer or his/her designee. The participant's information shall be added to the applicable software application by the Treasurer or his/her designee. The Treasurer or his/her designee is the person with rights to participant's account information for payroll, Accounts Payables, Accounts Receivable, Utility Billing and Taxes. Every City computer is individually password protected. Passwords must be entered before the desktop is brought up or if the computer goes into sleep mode. Each software application is password protected. A "pre-note" is run on each participant for each account. The Treasurer or his/her designee exports the ACH file. This file is saved. Initiation and approval by the Treasurer and City Administrator will follow protocol set by

the City's banking establishment involving specific login, passwords and random approval codes. The Treasurer or Deputy Treasurer logs into the City's bank account and initiates the pre-note or ACH file. The Treasurer or City Administrator approves the ACH batch file. The participants account is automatically updated to create an ACH for each process. The paper containing the participant's information is filed in the appropriate locked file cabinet in the Treasurer's office. The Treasurer's office is locked when not in attendance.

- ix. Electronic payments may be processed over-the-counter for all city business (i.e. taxes, permits, water/sewer bills, etc.) Cash receipting clerk inputs the receipt item and at the tender type chooses credit or debit card. A scanner is provided from third party. Customers swipe their own cards at this point. The information is transmitted to the third party for processing. No customer data is stored on the scanner at City Hall.
- x. Customer payments can also be made online. A link to third party service is provided on the city website. The Web Module allows customers to make payments to the City online using a Payment Device via a secure website hosted by the third-party service provider. The Treasurer has to login to the third-party service provider's Administration System with a secured username and password. Passwords are changed every 60 days using letters, number and characters. Passwords cannot be used again. Time out errors are active on this site with no activity within five minutes. Payment reports are provided by date, counter or web payments. If there are web payments, each transaction is printed which provides customer details (name, address, email and phone number), payment details (web payment, product account number and amount) and payment summary (payment ID, type of tender, i.e.; (electronic check, debit or credit card-only, providing the partial number of card/account number). The Treasurer provides this report to the receipting clerk to process the transaction on the city's financial software. These reports are given back to the Treasurer once the receipting clerk balances his/her reports. Reports are stored in the safe room and stored for the annual audit.
- xi. Returned ACH Transactions for closed and nsf (non-sufficient funds) accounts will be charged a fee set by City Council in the fee schedule.

2. Prevent and Mitigate.

- i. Continue to monitor an account for evidence of Identity Theft;

- ii. Contact the customer;
- iii. Change any passwords or other security devices that permit access to accounts;
- iv. Not open a new account.
- v. Close an existing account;
- vi. Reopen an account with a new number;
- vii. Notify the City MAdministrator for determination of the appropriate step(s) to take;
- viii. Notify law enforcement; and/or
- ix. Determine that no response is warranted under the particular circumstances.

This policy may be amended from time to time with the prior approval of City Council.

ADOPTED JUNE 17, 2019



COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FR: Sheryl L. Mitchell, City Administrator
DA: June 17, 2019
RE: **MOTION TO APPOINT TO DDA**

The Lathrup Village Planning Downtown Development Authority (DDA) is comprised of 10 Board of Directors. The appointment of 1 member has expired:

Applications have been received from:

Jet Dhaliwal
Cory Fortson

The members of the board are appointed by the Mayor, and approved by the City Council, for 4-year terms.

Mayor Garrett is recommending the re-appointment of Mr. Dhaliwal to complete the 4-year term, and the appointment of Mr. Fortson as an alternate.

Motion by _____, Seconded by _____

TO:

APPOINT (1) _____, to complete the expired 4-year term

APPOINT (2) _____, to serve as an Alternate



City of Lathrup Village

27400 Southfield Road
Lathrup Village, MI 48076
248-557-2600
www.lathrupvillage.org

APPLICATION FOR COMMITTEES, COMMISSIONS & BOARDS

Date of Application: 6/14/19

Please check the committee for which you are applying:

- | | |
|--|---|
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Historic District Commission |
| <input type="checkbox"/> Building Authority | <input type="checkbox"/> Lathrup Village Foundation Board |
| <input checked="" type="checkbox"/> Downtown Development Authority (DDA) | <input type="checkbox"/> Marijuana Study Group (*new) |
| <input type="checkbox"/> DDA – Economic Vitality Committee | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> DDA – Promotions Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> DDA – Design Committee | <input type="checkbox"/> Streets, Drains & Sidewalks Study Group (*new) |
| | <input type="checkbox"/> Other: _____ |

Name: <u>JET SHALINAL</u>			
Street Address: <u>29236</u> <u>29236 Southfield Rd</u>	City: <u>Lathrup Village</u>	State: <u>MI</u>	Zip: <u>48076</u>
Home Phone: <u>734 502 7486</u>		Alt. Phone:	
Email: <u>SHAL-REALESTATE@GMAIL.COM</u>			
Are you at least 18 years of age? Check one: <input checked="" type="checkbox"/> <input type="checkbox"/>	Are you a registered voter in Lathrup Village? <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Have you been a resident of Lathrup Village for over 1 year? <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	

Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

[Signature]
Applicant Signature

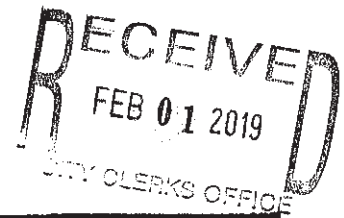
6/14/19
Date

Return completed application to:
Lathrup Village City Clerk, 27400 Southfield Road, Lathrup Village, MI 48076



City of Lathrup Village

27400 Southfield Road
Lathrup Village, MI 48076
248-557-2600
www.lathrupvillage.org



APPLICATION FOR COMMITTEES, COMMISSIONS & BOARDS

Date of Application: 2-1-19

Please check the committee for which you are applying:

- | | |
|--|---|
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Lathrup Village Foundation Board |
| <input type="checkbox"/> Building Authority | <input type="checkbox"/> Recreation Advisory Committee |
| <input checked="" type="checkbox"/> Downtown Development Authority | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Other: _____ |

Name: <u>Cory Fortson</u>		Are you at least 18 years of age? (check one) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Street Address: <u>1025 Sibley</u>	City: <u>Commerce</u>	State: <u>MI</u>	Zip: <u>48382</u>
Home Phone: <u>248-895-7685</u>		Alt. Phone: _____	
Email: <u>Fortson.c@ gmail.com</u>			

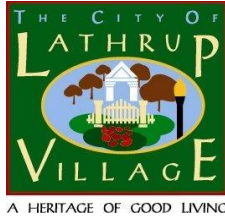
Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

Run 3 dental offices and property companies

- Fortson dentistry

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

Understand business growth & development. Already have planned and executed community based events



COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FR: Sheryl L. Mitchell, City Administrator
DA: June 17, 2019
RE: **Request for Friday, July 5, 2019 as Extended Holiday**

The City of Lathrup Village recognizes July 4th as an official holiday in which City administrative offices are closed.

This year, July 4th falls on a Thursday. With July 5th falling on a Friday, a number of employees are requesting to take that Friday off. This would leave the office short staffed.

A number of communities are extending the holiday to include both Thursday and Friday this year.

Council is being requested to extend the July 4th Holiday to include Friday, July 5th for 2019.

SUGGESTED MOTION:

Motion by _____, Seconded by _____

TO:

Authorize the extension of the official July 4th holiday to include Friday, July 5th for 2019.

June 5, 2019

Board of Trustees
SOCRRA

Subject: Brush Chipping Contract – Tringali Sanitation

Board Members:

At the request of Lathrup Village, SOCRRA and Tringali Sanitation have developed a contract for the provision of brush chipping services to Lathrup Village. Tringali has been performing this service for Lathrup Village without a contract since July of 2017. Recent events have made us realize that it be good to have a contract in place for this service. The brush chipping contract, which is attached, is very similar to a contract with Fontenot Landscape Services for brush chipping service in Ferndale, Hazel Park and Oak Park.

The attached brush chipping contract has been approved by Tringali Sanitation. I am recommending that the brush chipping contract with Tringali Sanitation be approved.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: “That the brush chipping contract amendment with Tringali Sanitation be approved.”

AGREEMENT

This Agreement, made this ___ day of June, 2019, between the Southeastern Oakland County Resource Recovery Authority, located at 3910 W. Webster Road, Royal Oak, Michigan 48073 (“SOCRRA”) and Tringali Sanitation, located at 33373 Dequindre, Troy, Michigan 48083 (“Contractor”), and states the following:

RECITALS

WHEREAS, SOCRRA is a municipal organization organized pursuant to a state enabling law; and

WHEREAS, SOCRRA provides certain services to its member communities, including brush chipping; and

WHEREAS, SOCRRA wishes to obtain services from the Contractor for certain brush chipping services; and

WHEREAS, Contractor is in the business of providing brush chipping services; and

WHEREAS, the Contractor has met with SOCRRA representatives and wishes to provide certain brush chipping services to SOCRRA as set forth herein; and

WHEREAS, SOCRRA and Contractor agree and acknowledge that each has the requisite authority to enter into and be bound by the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration acknowledged and accepted herein, SOCRRA and Contractor do hereby agree as follows:

1. **Term**. The term of this Agreement shall be from July 1, 2019 to June 30, 2021 with two (2) 1-year extensions by written and mutual agreement.
2. **Termination**. Either party may terminate this Agreement for any reason with thirty (30) days written notice to the other party.
3. **Scope of Services**. The scope of services is defined at Exhibit 1, attached hereto and incorporated by reference herein.
4. **Pricing**. Pricing is set forth at Exhibit 2, attached hereto and incorporated by reference herein.
5. **Authority**. SOCRRA agrees that it has the authority to enter into this Agreement and to pay the Contractor for the services set forth herein. Contractor agrees that it has the authority to enter into this Agreement and to provide the services to SOCRRA as set forth herein.

6. **Permits, Licenses and Insurance.** Contractor agrees that it has the permits, licenses and insurance coverages necessary to carry-out the services set forth herein and Contractor agrees that it will maintain said permits, licenses and insurance coverages throughout the Term and any extensions to the Term.
7. **Assignment.** Contractor shall not assign or subcontract the services set forth herein without the prior written consent of SOCRRA.
8. **Volume Limitation.** Contractor is instructed to chip all material properly placed out for chipping. If material is not properly placed out for chipping, Contractor shall tag material with a SOCRRA supplied tag and notify the applicable local municipality as to why the material was not chipped.
9. **Storms.** In case of severe ice, snow or rain storm that generates an abnormal amount of brush, SOCRRA and Contractor agree to work together in order to clean up storm debris as quickly as possible. For such a storm, Contractor agrees to provide a level of Contractor crews and hours worked equal to the highest level of crews and hours worked in each community in non-storm situations in the previous 12 months. Contractor agrees to make its best efforts to provide additional crews and hours worked to SOCRRA in order to clean up storm debris as quickly as possible. Such additional crews and hours worked shall be billed by Contractor to SOCRRA at pre-negotiated and pre-approved time and material costs.
10. **Insurance.** Contractor will be expected to provide proof of insurance acceptable to SOCRRA prior to the execution of this Agreement.
11. **Holiday Chipping Schedule.** Brush chipping will be delayed by one day and Saturday used, when needed, for New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.
12. **Invoicing and Payment.** SOCRRA shall be invoiced by the Contractor every four (4) weeks for work completed during that four (4) week period. The invoice shall be due and payable by SOCRRA within 30 days.
13. **Wood Chips Generated by this Contract.** Contractor will be able to use the wood chips generated by this agreement for their own purposes. The Contractor will be allowed to dump wood chips generated by this agreement at the Ferndale Southwest Storage Yard or at SOCRRA's Compost Site, 1741 School Road, Rochester Hills at no charge to the Contractor.
14. **Use of Ferndale Southwest Yard.** Contractor shall be allowed to use an area of approximately 5,000 square feet at the Ferndale Southwest Storage Yard for woodchip storage and transferring.
15. **Data.** Contractor is to provide monthly reports of the number of brush piles chipped each day in each municipality served under this Agreement.

16. **Indemnity/Hold Harmless.** Contractor agrees to defend, indemnify and hold harmless SOCRRA, its officers, directors, elected officials and employees, from and against any claims, suits, demands or obligations, administrative or otherwise, related to or arising from Contractor's performance of services under this Agreement.
17. **Michigan Law.** This Agreement shall be deemed to be mutually drafted by SOCRRA and the Contractor and shall be construed in accordance with Michigan law.
18. **Fully Integrated Agreement.** This Agreement, including Exhibits, is the entire Agreement and supersedes any prior communications, including oral communications, between SOCRRA and Contractor.

Dated: _____, 2019

**SOUTHEASTERN OAKLAND COUNTY
RESOURCE RECOVERY AUTHORITY**

By: _____
Jeffrey McKeen, General Manager

Dated: 5/15, 2019

TRINGALI SANITATION

By: *Dominic J. Tringali*
Dominic Tringali, President

EXHIBIT 1

Basic Service Specifications: Contractor shall provide a high quality level of services in the following Service Areas.

- i. **Lathrup Village:** Contractor will traverse each street in the City on refuse collection day (Friday), chipping all branches that are neatly stacked at the curb. Christmas trees placed at the curb will be chipped by Contractor as well. Contractor's service shall begin on the third Monday of March and continue through the second Monday in January.

EXHIBIT 2

Pricing

Community	Price Per Week
Lathrup Village	\$1,360.00 per week