

CITY COUNCIL

Hon. Kelly Garrett
Mayor

Hon. Bruce Kantor
Mayor Pro Tem

Hon. Saleem Siddiqi
Council Member

Hon. Ian Ferguson
Council Member

Hon. Donna Stallings
Council Member

CITY ATTORNEY

Scott Baker, Esq.
Baker & Elowsky
City Attorney



CITY COUNCIL

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

**SPECIAL MEETING - REMOTE
AGENDA**

MONDAY, JUNE 22, 2020
Council Chambers
6:00 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

ZOOM REMOTE MEETING INFORMATION

Online:

<https://zoom.us/j/97510169497?pwd=QkRPOUVTM0xwNWY1dlhCWnRjUCtkZz09>

Telephone: 646 558 8656 or 301 715 8592

Webinar ID: 975 1016 9497

Password: 625200

AGENDA ITEMS

1. **Call to Order** by Mayor Garrett
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**
5. **Call to Order – Zoning Board of Appeals (6:05pm)**

A. Approval of Zoning Board of Appeals Minutes – May 20, 2019

B. Public Hearing – 27000 Evergreen Road, Lathrup Village, MI 48076

The Zoning Board of Appeals for the City of Lathrup Village will hold a Public Hearing on an appeal filed by Michigan First Credit Union (Michael Poulos) at 27000 Evergreen Road, Lathrup Village, Michigan 48076 to obtain variances from the City of Lathrup Village Sign Ordinance Chapter 52 Section 52-24(b) regarding installation of additional building signage:

1. Chapter 52, Section 52-24 (b)states that wall principal wall signs shall be limited to 1 per business. The applicant is proposing 2 additional signs.

C. Action Request –Consideration of a Motion to Approve / Deny the Zoning Variance Request for of Michigan First Credit Union (property owners) at 27000 Evergreen Road to obtain variances from City of Lathrup Village Sign Ordinance Chapter 52 Section 52-24(b) regarding installation of additional building signage.

D. Adjourn Zoning Board of Appeals and Reconvene Council Meeting

7. **Action Requests – For Consideration/Approval:**

A. Fiscal Year 2019/2020 Budget Amendments

B. Agreement for Professional Services with Giffels Webster for the City-Wide Bicycle Route TAP Grant

8. **Public Comment** (Speakers are limited to 2 minutes)

9. **Mayor and Council Comments**

10. **Adjourn**

NOTICE OF ELECTRONIC PUBLIC MEETING
CITY OF LATHRUP VILLAGE
CITY COUNCIL & ZONING BOARD OF APPEALS
Meetings

Monday, June 22, 2020 at 6pm

In accordance with Gov. Whitmer’s Executive Order 2020-129, which allows for electronic meetings of public bodies, notice is hereby given that the City of Lathrup’s City Council will be meeting electronically using www.Zoom.US for videoconference and public access.

This meeting is a Special Meeting of the City Council and includes a meeting of the Zoning Board of Appeals, with Public Hearing.

The electronic public meeting will be held as a Zoom electronic webinar. The public can participate via the Zoom application, internet and/or telephone. The public will be able to listen to all discussion by City Council members and will be permitted to speak for up to 3 minutes during the public comment section of the agenda.

Please note that callers/viewers will automatically be muted. Public comments can be submitted via the Chat Room or during Public Comment, when viewers are unmuted on an individual basis. Comments may also be emailed in by 12noon of the date of the meeting to: cityclerk@lathrupvillage.org,

CITY OF LATHRUP VILLAGE

CLICK FOR ZOOM WEBINAR SIGN IN INFORMATION

ZOOM REMOTE MEETING INFORMATION

Online:

<https://zoom.us/j/97510169497?pwd=QkRPOUVTM0xwNWY1dlhCWnRjUCtkZz09>

Telephone: 646 558 8656 or 301 715 8592

Webinar ID: 975 1016 9497

Password: 625200

ONLINE PARTICIPANTS can “raise their hand” to be recognized by the moderator. The moderator will announce when it is your turn to speak. Audio for participants will be unmuted on an individual basis. There is a 3-minute time limit.

NOTICE FOR TELEPHONE CALL IN ATTENDEES: In order to “raise your hand” press *9. In order to toggle between mute/unmute, press *6 on your telephone key pad

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

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

RE: 27000 Evergreen Rd

Appeal No. 711-20

TO PROPERTY OWNERS OR PARTIES OF INTEREST:

The Zoning Board of Appeals for the City of Lathrup Village will hold a Public Hearing on an appeal filed by Michigan First Credit Union, the property owner at 27000 Evergreen Rd, Lathrup Village, Michigan 48076 to obtain the following variance(s) from the Sign Ordinance as follows:

1. Chapter 52, Section 52-24 (b) states that wall principal wall signs shall be limited to 1 per business. The applicant is proposing 2 additional signs.

Approval of the Zoning Board of Appeals is required.

PLEASE TAKE NOTICE: That a Public Hearing has been scheduled for Monday, June 22, 2020 at 6:00 p.m. via Zoom remotely (see meeting information below) to hear and record the public hearing on this appeal. Any member of the public may express your view on this appeal in writing, by submitting your written comments to the City Clerk prior to 4:30 p.m. on the date of the hearing, or you may appear in person or authorize another person to represent you at the hearing. Written communications may be sent to the City Clerk at the address of the City Hall at 27400 Southfield Road, Lathrup Village, Michigan 48076 prior to the hearing.

Please click the link below to join the webinar:

<https://zoom.us/j/97510169497?pwd=QkRPOUVTM0xwNWY1dlhCWnRjUCtkZz09>

Or Telephone:

US: +1 312 626 6799 or +1 646 558 8656

Webinar ID: 975 1016 9497

Password: 625200

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

CITY OF LATHRUP VILLAGE, MICHIGAN ZONING BOARD OF APPEALS

MINUTES OF THE ZONING BOARD OF APPEALS OF THE CITY OF LATHRUP VILLAGE ON MONDAY, MAY 20, 2019 IN THE COUNCIL CHAMBERS IN THE MUNICIPAL BULDING 27400 SOUTHFIELD ROAD, LATHRUP VILLAGE, MICHIGAN, USA.

Board Members Present: MyKale Garrett, Bruce Kantor, Ian Ferguson, Saleem Siddiqi,
Donna Stallings

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

THE ZONING BOARD OF APPEALS MEETING WAS CALLED TO ORDER.at 7:08 p.m.

ZBA 19-03 APPROVAL OF MINUTES

Minutes of February 4, 2019 Meeting

Motion by Board member Siddiqi, seconded Board member Kantor to approve the minutes of February 4, 2019 meeting.

Motion carried.

ZBA 19-04 PUBLIC HEARING – 18899 W. 12 Mile Rd. –Hands-On Physical Therapy & Athletic Rehabilitation Center

Board member Garrett opened the public hearing.

Dr. Mikhail Muhammad, owner and the sign contractor gave an overview and answered specific questions.

Board member Garrett closed the public hearing.

Motion by Board member Kantor, seconded by Board member Stallings to approve the Zoning Variance Request of Radian Sign Co., on behalf of the property owner at 18899 W. 12 Mile Rd., Lathrup village, MI 48076 , to obtain a variance from the Sign Ordinance, Section 52, section 52-24, requesting two (2) principal wall signs. Additionally, the sign will be a non-halo sign and it will be turned off nightly at 10:00 p.m.

Motion carried.

ZBA 19-05 PUBLIC HEARING – 27000 Evergreen Road, Lathrup Village

Board member Garrett opened the public hearing.

Victor Saroki, Architect gave an overview and answered specific questions.

Board member Garrett read a statement from Dennis P. Dickstein who is opposed to the variance.

Board member Garrett closed the public hearing.

Motion by Board member Stallings, seconded by Board member Kantor to approve the Zoning Variance Request of Michigan First Credit Union, the property owner at 27000 Evergreen Rd., Lathrup Village, MI 48076, to obtain a variance from the Zoning Ordinance, Section 3.1.10 E, regarding the placement of the dumpster enclosure.

Motion carried.

Motion by Board member Kantor, seconded by Board member Ferguson to adjourn the Zoning Board of Appeals meeting and reconvene as the City Council.

Motion carried.

Submitted by Yvette Talley, City Clerk

February 21, 2020

City of Lathrup Village
Zoning Board of Appeals
27400 Southfield Road
Lathrup Village, MI 48076

To Whom It May Concern:

The Michigan First Credit Union is seeking a variance of Part II, Chapter 2 of the ordinance which determines the allowable number of signs. Two new signs are proposed (each approximately 44 sf) which will identify the coffee shop located within the building.

A. Reason for new coffee shop signs:

The new signs will serve to help direct customers to the branch side of the building which is on the far west side. The building is extremely long (580 feet) and much of the frontage is on the service drive to I-696. These new signs will help efficiently and safely direct customers to the correct entrance.

B. Hardships:

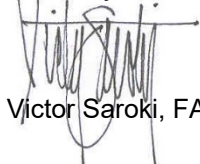
1. Directional Signage for Public: The Michigan First Credit Union branch with coffee shop will be a destination for many first-time visitors. The property is located at the Northeast corner of 11 Mile Road and Evergreen Road with a freeway off ramp in front of the building for I-696. The area has heavy traffic flow.

2. Uniqueness of Property: MFCU is the only 3 story building that has both a Conference Center and offices in the City of Lathrup Village. The Sign Ordinance in place and all examples described in the ordinance are based on single story or small 2 story buildings. There is nothing in the Ordinance for this large headquarters building on the corner of 2 main roads and a freeway creating a hardship for building identification and wayfinding.

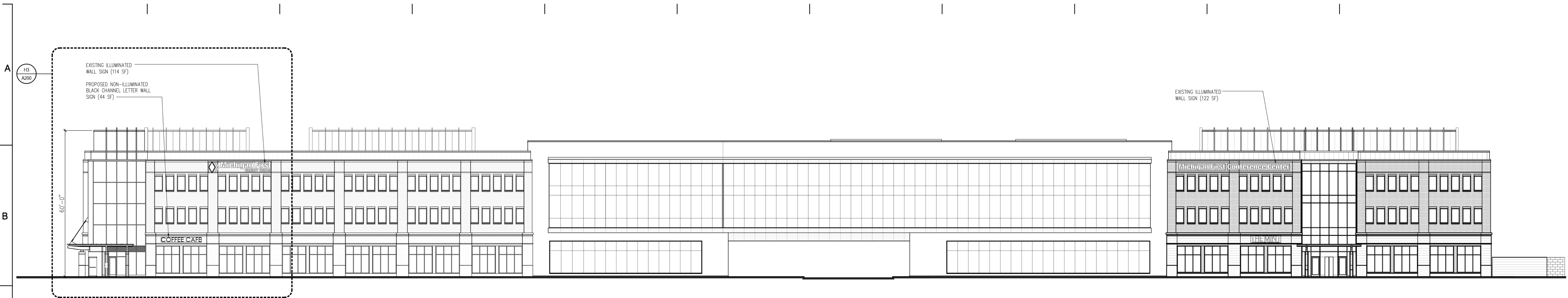
3. Efficiency: Many new members and visitors seek the convenience of having a cup of coffee when doing their banking. Visitors may mistake the Conference center on the far east side of the building as the location for coffee. The proposed signs will eliminate any possible confusion when approaching the building in a vehicle.

We feel the new coffee shop signs will improve the traffic flow for members and visitors at the Michigan First Credit Union. The signs are small relative to the great size of the façade. Sign ordinance for retail centers and big box stores typically allow a larger proportion of sign area to building façade area.

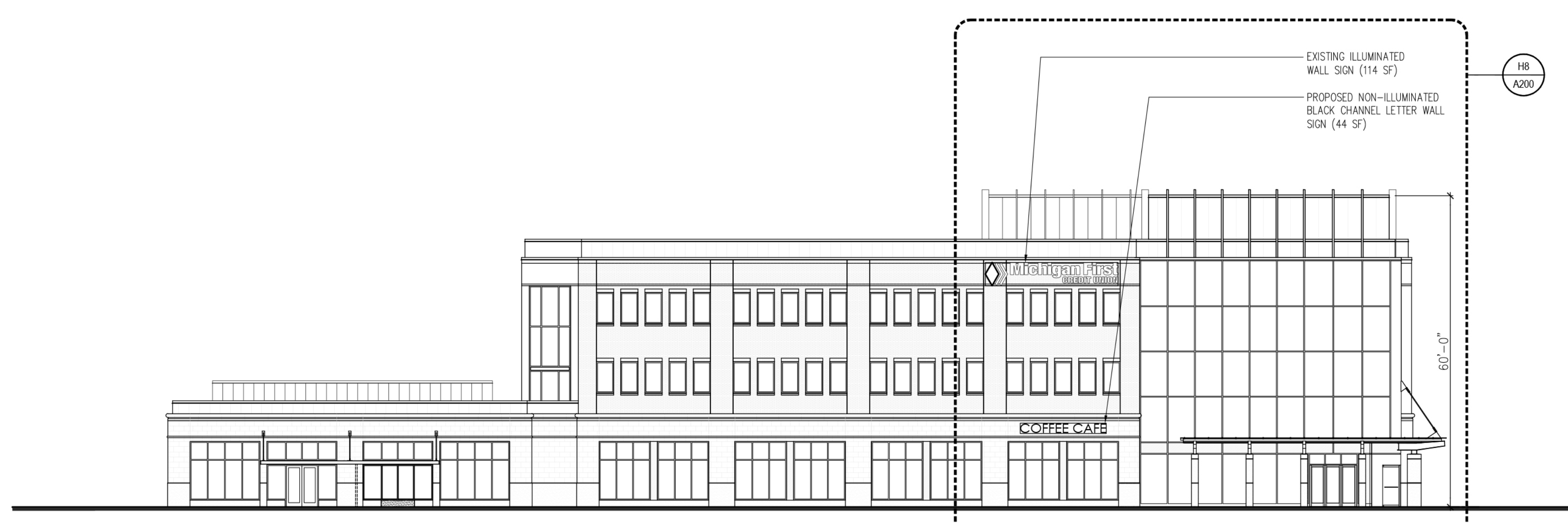
Sincerely,



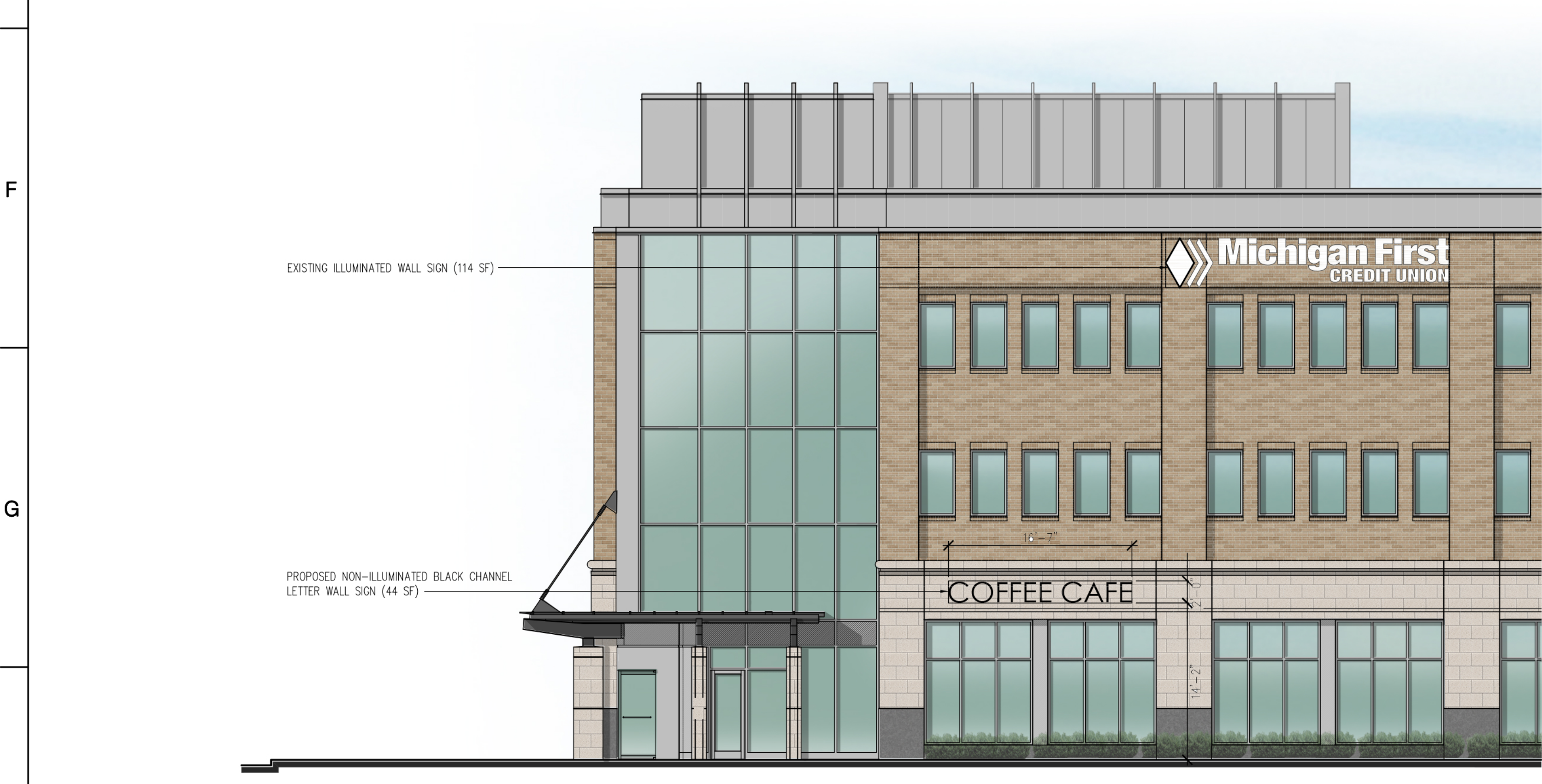
Victor Saroki, FAIA



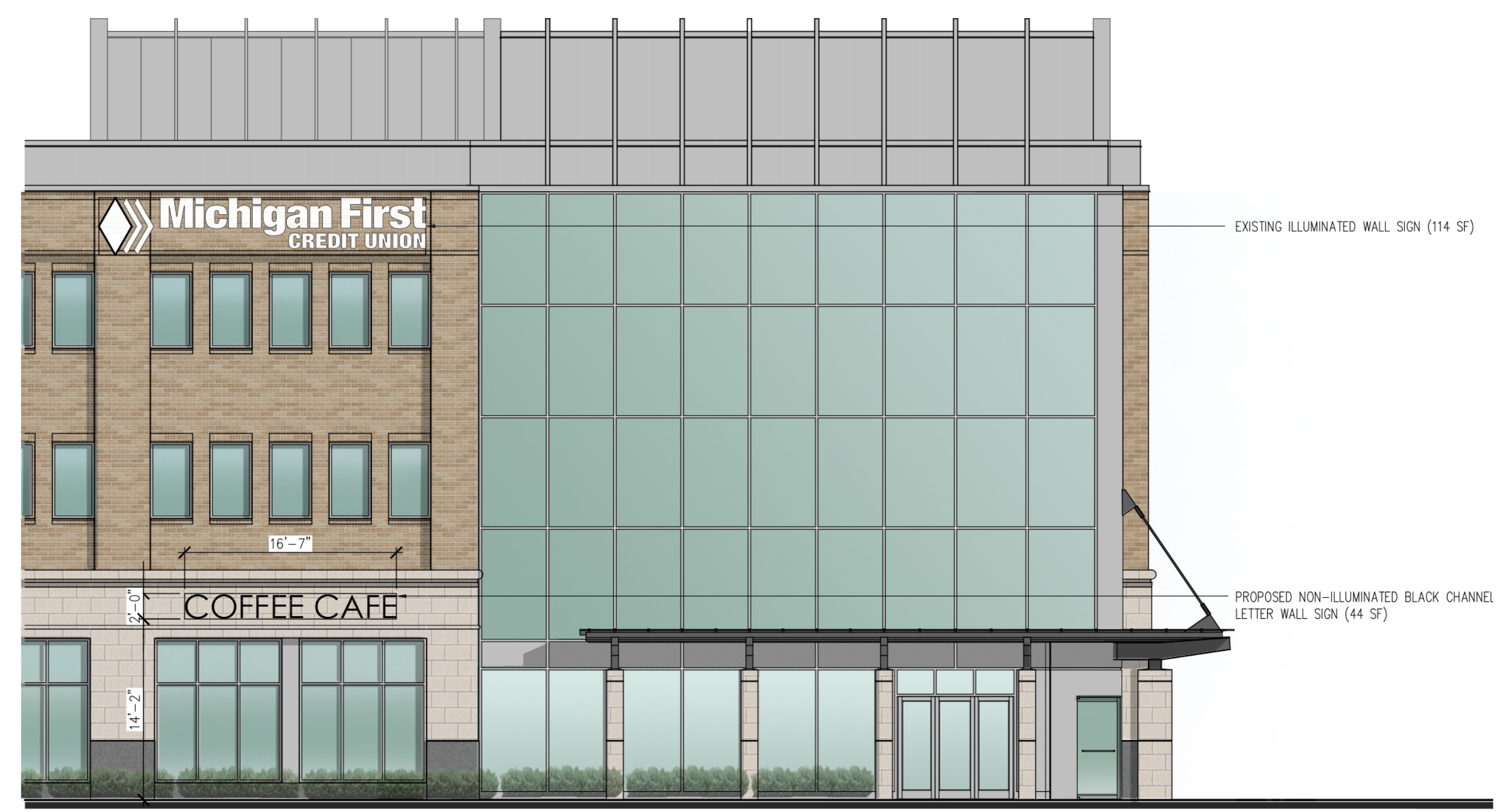
C8
A200
South Elevation
SCALE: 1/4" = 1'-0"



E8
A200
West Elevation
SCALE: 1/4" = 1'-0"



H3
A200
South Partial Elevation - (Enlarged)
SCALE: 1/4" = 1'-0"



H8
A200
West Partial Elevation - (Enlarged)
SCALE: 1/4" = 1'-0"

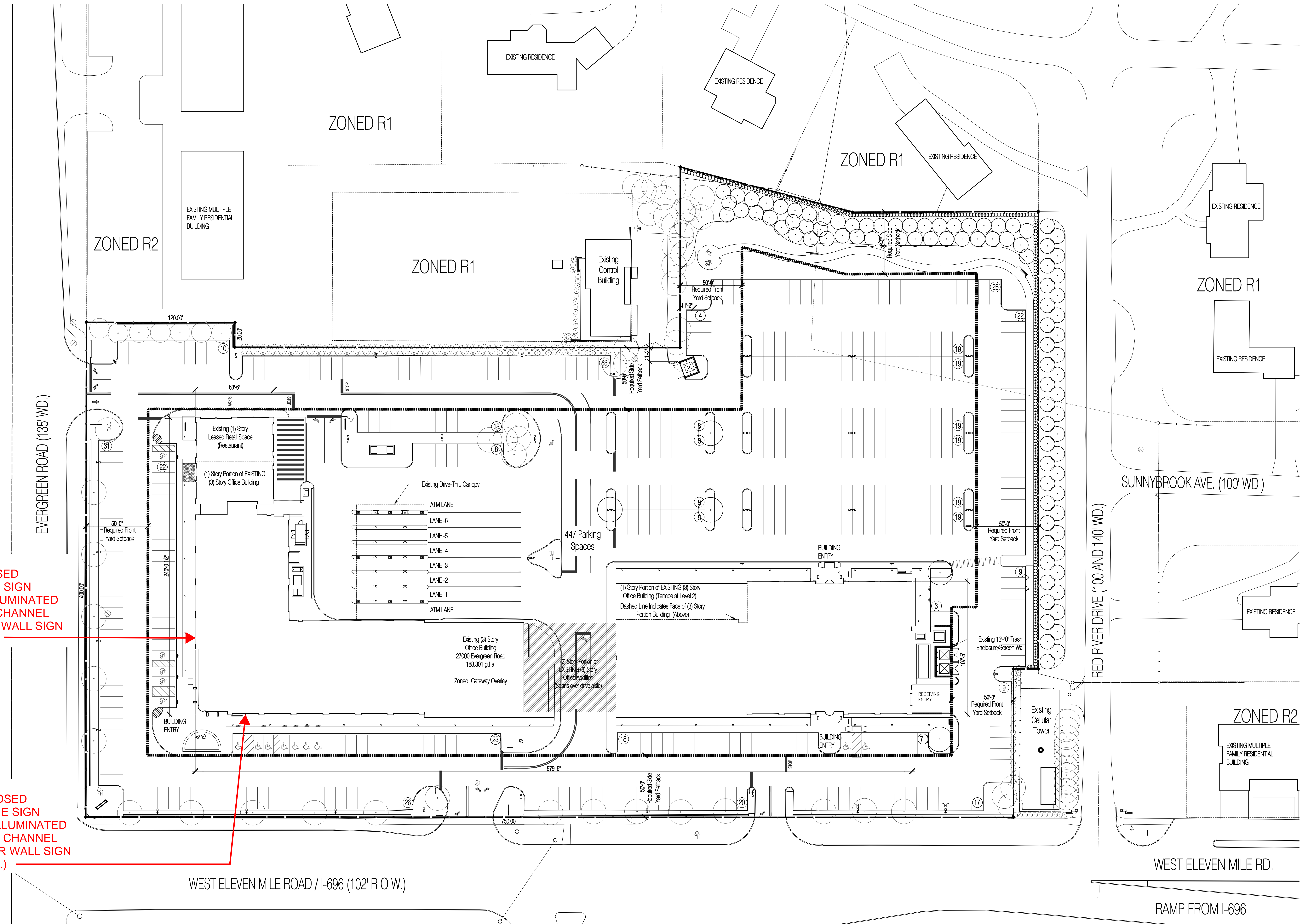
SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
MICHIGAN FIRST CREDIT UNION
27000 Evergreen Rd.
Lathrup Village, MI 48076

Date: 2020-02-21
Issued For: ZBA APPLICATION

Sheet No.:
A200
Building Elevations

A
B
C
D
E
F
G
H



PROPOSED
COFFEE SIGN
NON-ILLUMINATED
BLACK CHANNEL
LETTER WALL SIGN
(44 S.F.)

PROPOSED
COFFEE SIGN
NON-ILLUMINATED
BLACK CHANNEL
LETTER WALL SIGN
(44 S.F.)



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Project:
MICHIGAN FIRST CREDIT UNION
27000 Evergreen Rd.
Lathrup Village, MI 48076

Date: 2020-02-21
Issued For: ZBA APPLICATION

Sheet No.:
ASP5
Architectural Site Plan

June 10, 2020

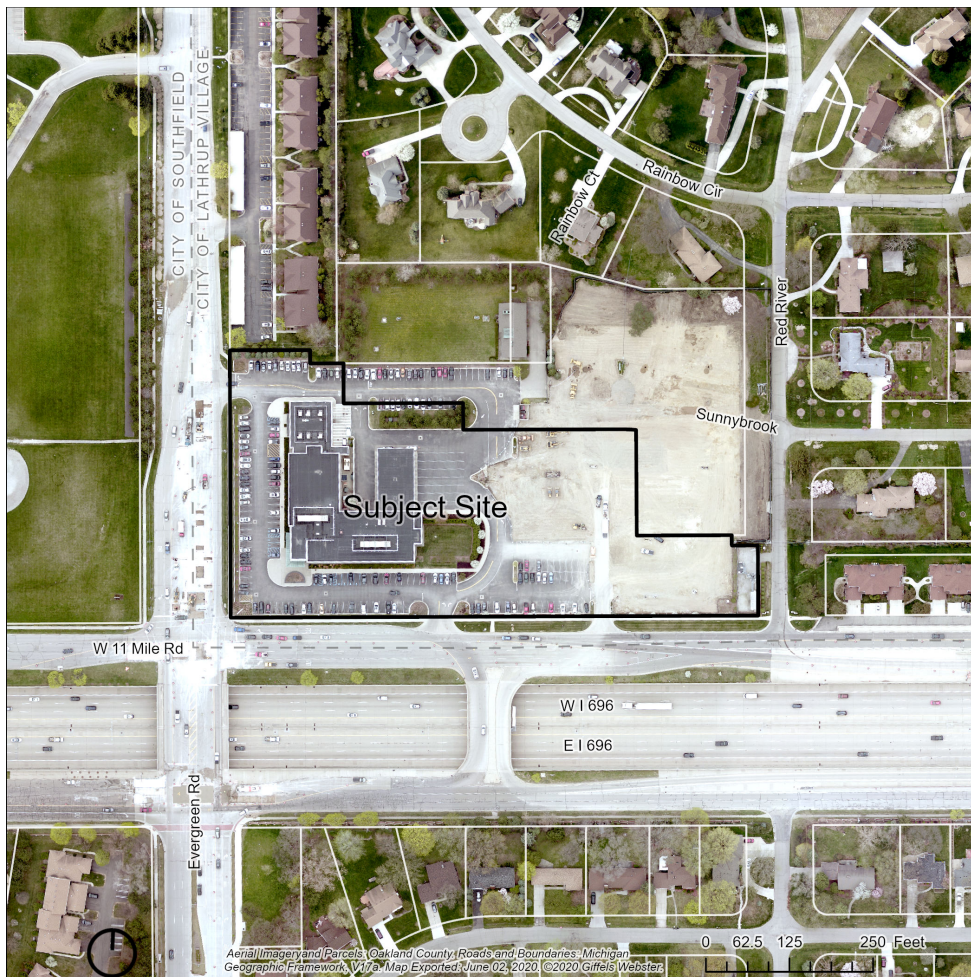
ZBA Review Proposed signage

Address: 27010 Evergreen Road
Parcel ID: 24-14-356-052
Zoning: Gateway Overlay (GO)

Applicant: Michigan First Credit Union
Michael Poulos
App. Date: 02/21/2020
Reviewer: Meghan Cuneo
Jill Bahm

Proposed Improvements Requiring ZBA Approval

- The applicant is requesting to add two new wall signs to identify the coffeeshop located within the southwest corner of the building.



General Site Information:

1. **Summary.** The subject property is located on the northeast corner of Evergreen Road and West Eleven Mile Road and is zoned Gateway Overlay. The Michigan First Credit Union corporate office is located on the site. The office building contains a variety of uses that are ancillary to the credit union, including a conference center. The property currently has six walls signs, one located on the west façade, two on the north façade, and three on the south façade. The applicant is proposing to add two additional ancillary wall signs for the coffee shop, which is primarily intended for credit union customers: one on the lower west façade and the other on the lower south façade each measuring 44 square feet. These signs will not be illuminated.
2. **Previous Approvals.** The three walls signs on the southeast building addition were approved in 2018. The ZBA granted the applicant variances for two additional principal wall signs and an additional ancillary wall sign. The original building at the southwest portion of the property was also granted a variance for an additional wall sign
3. **Variances Requested.** Section 52-24 B of the Sign Ordinance establishes the permitted signs in the Gateway Overlay District. The chart below summarizes the ancillary sign types permitted in the district. Items **bolded** indicate standards that exceed ordinance standards and require a variance.

Sign Type	Location	Max. Area	Max. Height	Number	Proposed	Comment
Ancillary Wall Sign	At building entrance	10 sf.	Not to exceed building	1 per building	One existing ancillary sign plus two additional 44 sf ancillary wall signs totaling 88 sf.	Variances are needed for these <u>two additional ancillary wall signs</u> and <u>88 sf of additional signage.</u>

ZBA Considerations for Review

3. **Standards for Considering Variance Requests.** Section 52-32.E. of the sign ordinance provides the criteria for the ZBA to consider when considering variance requests:

Practical difficulties or unnecessary hardship. Where there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of this chapter, the board may in passing upon appeals vary or modify its rules or provisions relating to the construction, or structural changes in, equipment, or alteration of buildings or structures or the use of land, buildings or structures, so that the spirit of this chapter shall be observed, public safety secured, and substantial justice done.
4. **Additional Information.** The applicant provided a written statement (2/21/2020) outlining the reason for this application and the hardships incurred without signage for the coffeeshop.

We are available to answer questions

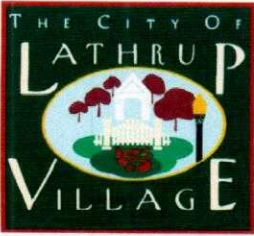
Respectfully,
Giffels Webster



Jill Bahm, AICP
Principal Planner



Meghan Cuneo
Staff Planner



City of Lathrup Village
 Zoning Board of Appeals
 27400 Southfield Road
 Lathrup Village, MI 48076

Phone: (248) 557-2600
 Fax: (248) 557-2602

A HERITAGE OF GOOD LIVING

Office Use Only	
Date Submitted:	_____
ZBA Review #:	_____
Fee Paid:	_____
Hearing Date:	_____

Application for Zoning Appeal

Subject Property Address:	27000 Evergreen Road, Lathrup Village, MI 48076		
Subject Property Parcel Number:	2414356052		
Property Zoning:	GO Gateway Overlay		

Applicant Information

Name:	Michigan First Credit Union (Michael Poulos)		
Address:	(Same As Above)	State:	Zip Code:
Phone Number:	248.483.4601	Fax:	
Email Address:	mpoulos@michiganfirst.com		
Interest in Property:	Owner		

Property Owner Information

Name:	(same as above)		
Address:		State:	Zip Code:
Phone Number:		Fax:	
Email Address:			

Variance Information (Attach Additional Pages as Necessary)

1) Section:	Part II-Chapt 2	Variance Description:	Exceed permitted number of signs
2) Section:		Variance Description:	
3) Section:		Variance Description:	

Please State the Reason for Requesting an Ordinance Variance: Refer to supplemental
variance letter attached to this submission.

Required Items

Prior to **30 Days** before next scheduled regular meeting of the Zoning Board of Appeals the applicant is required to file **10 copies** of plans containing the following items with the Clerk's Office:

- An application fee for a Zoning Appeal. \$125.00 for Residential Parcels and \$200 for all other Parcels
- Actual shape and dimensions of the lot, Drawn to Scale
- The location and dimensions of all existing structures and the location and dimensions of the proposed change (i.e. new structure or alteration of existing one).
- Existing and intended use for each building or part thereof.
- Statement of practical difficulties that prevent conformities with the Ordinance Requirements
- Description of any unique circumstances regarding the property (i.e. parcel shape, location, building, etc)

Application for Zoning Appeal

The Zoning Board of Appeals has the responsibility for making the decision to approve or deny your appeal. Information such as photographs, evidence that you have discussed your appeal with your neighbors, detailed plans, examples of the type of building, structure or the like will provide a better basis for review and understanding of your appeal. Failure to provide adequate specifics and details will result in a refusal by the City staff to accept your application and delay your appearance before the Zoning Board of Appeals.

Standards Used by the Zoning Board of Appeals for Granting Variances

The Zoning Board of Appeals will use the following standards for granting variances. The Applicant is encourage to review Article 7.0 of the Zoning Ordinance prior to appearing before the Board.

Article 7.0, Section 7.7(14) Deviations and Standards

- a) Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship will result to the applicant if the strict letter of the regulations are carried out. Mere
- b) The factual circumstances upon which an application for a deviation is based are unique to the property for which the deviation is sought, and are not applicable to the City generally, or to other property within the same zoning classification.
- c) Any alleged practical difficulty or unnecessary hardship caused by this ordinance has not been created by an persons presently or previously having an interest in the property.
- d) The proposed deviation will not adversely affect the purpose or objectives of this ordinance, nor impair the adequate supply of light and air to adjacent property nor diminish the marketable value of adjacent lands and buildings, nor increase the congestion in public streets.
- e) The proposed deviation will not otherwise impair the public health, safety, comfort, and general welfare.
- f) The benefit to the applicant will be real and substantial and any detriment to the neighboring property owners and occupants or the community at large is not substantial or is illusory. Benefits and detriments shall be determined in relation to the factors which impair the value and use of properties as related in (d) and (e), above.
- g) The applicant is both willing and able to provide additional amenities beyond those minimally required by this ordinance and/or restrict the use of the property beyond those limitations placed on the property by this ordinance so that the fair market value of neighboring properties will be enhanced beyond the values which would accrue to them if the property were developed and used in strict conformity with the ordinance.
- h) The same or a substantially similar request shall not have been presented to the Council in the form of a petition for a zoning amendment and been expressly denied and rejected after a public hearing.
- i) Any special criteria listed for specific deviations elsewhere in this ordinance.

Verbatim Minutes

If any party desires that a verbatim record be kept, \$200.00 shall be paid by the requesting party before the evidentiary portion of the hearing commences. The city shall refund such amount of the fee paid as exceeds the city's actual costs when the proceedings have been completed.

Owner's Affidavit

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and supporting information and data are in all respects true and correct to the best of the Owner's knowledge and belief.

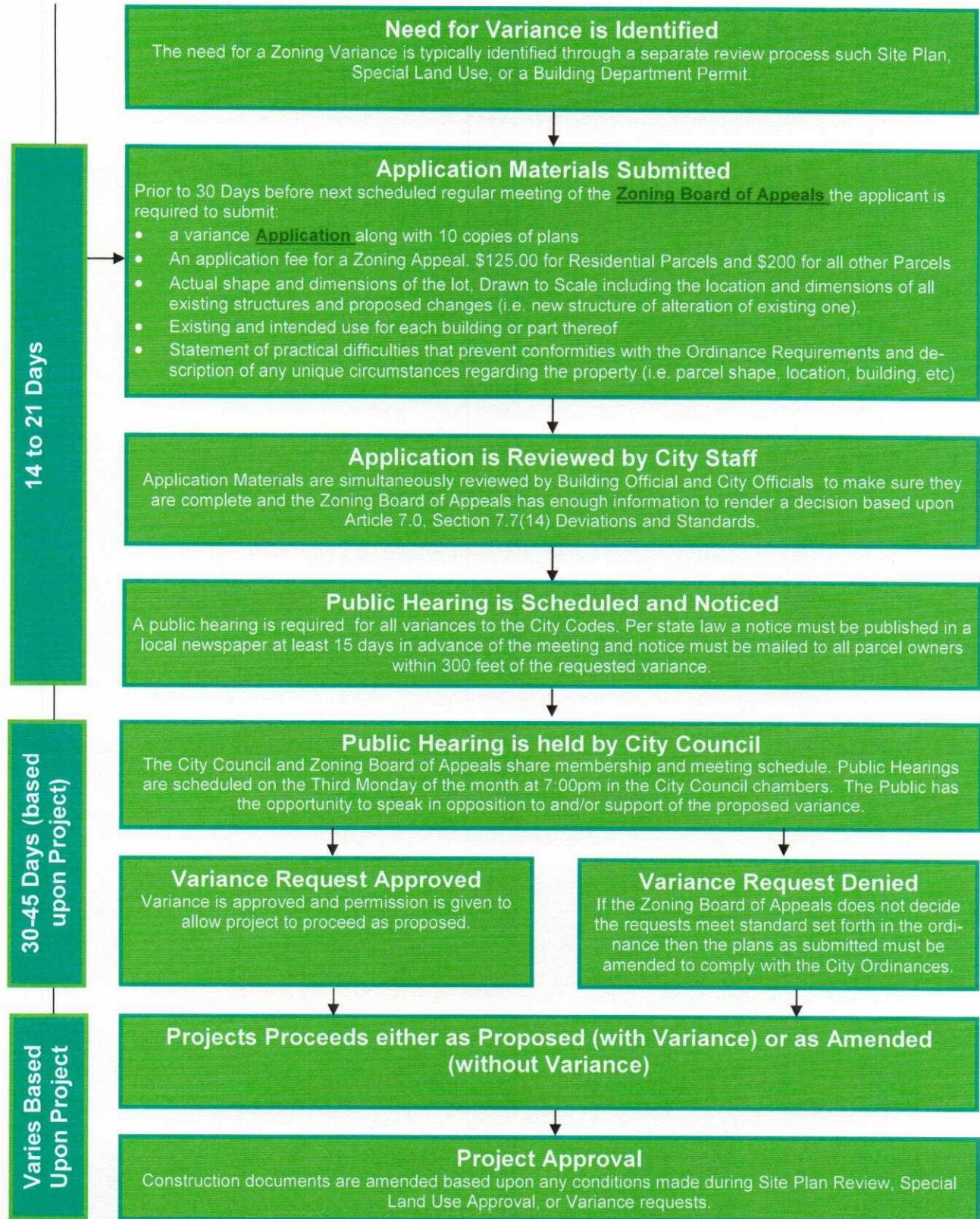
Signature:	<i>Michael D Poulos</i>	Date:	4/23/2020
Subscribed and sworn to before me this:	23rd	Day of	April 2020
Notary Public Name:	<i>Christine L. Wismann</i>	County of:	
With Commission to expire on:	Feb. 9, 2025	CHRISTINE L. WISMANN NOTARY PUBLIC, STATE OF MI COUNTY OF WAYNE MY COMMISSION EXPIRES Feb 9, 2025	

Applicant Signature

I/We do hereby swear that the above stated information is accurate and complete.

Name:	Michael D Poulos President/CEO	Date:	4/23/2020
Signature:	<i>Michael D Poulos</i>		

City of Lathrup Village Zoning Variance Process





COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FROM: Sheryl L. Mitchell, City Administrator

DATE: June 22, 2020

RE: MOTION TO APPROVE BUDGET AMENDMENTS FOR THE FISCAL YEAR 2019-2020 BUDGET YEAR.

We are approaching the end of the Fiscal Year 2019-2020 Budget. Please find attached the proposed budget amendments based on the projected final revenues and expenses through to the year end, which ends of June 30, 2020.

The General Fund beginning fund balance for FY 2019-20 is \$1,633,644. The Budget Amendment reflects a reduction of \$542,258 in General Fund Revenues and a reduction of \$247,564 in General Fund Expenditures. The net impact on the General Fund Balance is a reduction of \$305,153; leaving the Ending General Fund Balance of \$1,328,491 or 31%.

FY 2019-2020 PROPOSED AMENDMENTS SUMMARY

FUND	FY 2019/2020 REVENUES (AMENDED)	FY 2019/2020 EXPENDITURES (AMENDED)
General Operating Fund	\$3,900,229	\$4,205,382
Major Streets	\$ 386,386	\$ 362,144
Local Streets	\$ 316,259	\$ 475,684
Water	\$ 857,360	\$1,710,640
Sewer	\$1,550,470	\$1,391,026
Debt Service		
Capital Acquisitions	\$ 114,287	\$ 112,950
TOTAL ALL OPERATING FUNDS	\$7,010,704	\$8,257,826
DDA	\$ 366,624	\$ 200,686
TOTAL ALL FUNDS	\$7,399,683	\$8,458,512

TO:

Approve the Budget Amendments as submitted by the City Administrator for the Fiscal Year 2019-2020 Budget year, ending June 30, 2020.

CITY OF LATHRUP VILLAGE
ANNUAL FISCAL AMENDMENT RESOLUTION
 Fiscal Year 2019- 2020

RESOLUTION ADOPTING BUDGET AMENDMENT

WHEREAS, the City Administrator has prepared and submitted to the City Council a recommended budget amendment covering the current Fiscal Year 2019-2020; and

WHEREAS, the onset of the COVID-19 pandemic resulted in unanticipated expenses and losses in revenues.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby adopt the amendments to the Fiscal Year 2019-2020 Budget, ending June 30, 2020, inclusive of the Downtown Development Authority budget, as follows

FUND	FY 2019/2020 REVENUES (AMENDED)	FY 2019/2020 EXPENDITURES (AMENDED)
General Operating Fund	\$3,900,229	\$4,205,382
Major Streets	\$ 386,386	\$ 362,144
Local Streets	\$ 316,259	\$ 475,684
Water	\$ 857,360	\$1,710,640
Sewer	\$1,550,470	\$1,391,026
Debt Service		
Capital Acquisitions	\$ 114,287	\$ 112,950
TOTAL ALL OPERATING FUNDS	\$7,010,704	\$8,257,826
DDA	\$ 366,624	\$ 200,686
TOTAL ALL FUNDS	\$7,399,683	\$8,458,512

BE IT FURTHER RESOLVED that the Assigned Fund Balance of \$150,000 for OPEB liability is authorized to be reduced to \$50,000.

BE IT FURTHER RESOLVED that the \$193,812 transfer from the General Fund to Local Streets is determined not to be required for the current fiscal year, as the street project was deferred until 2021.

BE IT FURTHER RESOLVED that \$144,815 reduction in Other Revenue is primarily attributable to the losses due to the COVID-19 pandemic.

Adopted this 22nd Day of June 2020.

 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 22, 2020.

 Yvette Talley, Clerk

Proposed FY 2018-2019 Budget Amendments
Submitted for City Council Approval JUNE 22, 2010

REVENUES						
FISCAL YEAR - 19-20 JUNE BUDGET AMENDMENTS FUND/ACTIVITY	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)	COVID-19	NOTES
GENERAL FUND						
TAXES:						
General Operating	2,693,123	\$ 2,357,032	2,357,032	(336,091)		Property Taxes, Hardship
Public Safety	0	\$ -	0	0		
Refuse Collection	403,957	\$ 356,292	356,292	(47,665)		
Library	0	\$ -	0	0		
Administrative Fee	77,000	\$ 82,569	82,569	5,569		
Interest & Penalties	38,500	\$ 35,273	35,273	(3,227)		Fewer late payments
Total - All Taxes	3,212,580	\$ 2,831,165	2,831,166	(381,414)		
STATE SHARED REVENUE	416,425	\$ 367,075	400,396	(16,029)	C-19	State Shared Revenue reduction
FEDERAL AND STATE GRANTS	1,469	\$ 1,469	1,469	0		
OTHER REVENUE	812,013	\$ 554,630	667,198	(144,815)		
TRANSFER FROM OTHER FUNDS	0	\$ -	0	0		
TRANSFER FROM FUND BALANCE	0	\$ -	0	0		
Total - General Fund Revenues	4,442,487	\$ 3,754,339	3,900,229	(542,258)		
MAJOR STREETS	386,386	\$ 223,947	386,386	0		
LOCAL STREETS	510,071	\$ 278,409	316,259	(193,812)		
WATER	857,360	\$ 592,112	857,360	0		
SEWER	1,550,470	\$ 1,201,393	1,550,470	0		
DEBT SERVICE	0	\$ -	0	0		
CAPITAL ACQUISITION FUND	113,350	\$ 114,287	114,287	937		
Total - All Operating Funds	7,860,124	\$ 6,050,200	7,010,704	(736,070)		

Proposed FY 2018-2019 Budget Amendments
Submitted for City Council Approval JUNE 22, 2020

FISCAL YEAR - 19-20 OTHER REVENUE	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)	
Miscellaneous	12,000	12,858	13,000	1,000	
Investment Interest	26,000	21,708	26,000	0	
Delq Personal Property Revenue	5,000	6,147	6,147	1,147	
Workers Comp Dividend	4,771	4,771	4,771	0	
Spec Assessment - Eldorado	0	0	0	0	
Metro Authority - Fee	15,000	0	15,000	0	
Building Permits	95,000	40,783	46,000	(49,000)	C-19
Property & Liability Dividend Rev	6,878	6,878	6,878	0	
Zoning, Site, & Special Permits	6,000	7,127	10,000	4,000	
Plumbing/Heating Permits	24,500	13,520	14,500	(10,000)	C-19
Electrical Permits	16,000	9,247	11,000	(5,000)	C-19
Licenses & Registrations	9,000	3,390	4,500	(4,500)	C-19
Dog & Cat Licenses	1,000	1,267	1,267	267	
Cable TV	120,000	87,386	120,000	0	
MJTC Project - 302 Funds	805	1,595	1,595	790	
SMART Credits	30,000	0	30,000	0	
District Court Fines	175,000	120,063	122,000	(53,000)	C-19
Community Development - CDBG	4,000	1,219	1,219	(2,781)	
Sidewalks	0	0	0	0	
Weed Control Revenue	160	160	160	0	
Metro-PCS Lease Payments	45,000	39,645	45,000	0	
AT & T Lease	55,000	55,815	55,000	0	
DPS Rent from Water	4,917	4,917	4,917	0	
Equipment Pool Rentals	0	0	0	0	
Administrative Charge to Roads	1,639	1,639	1,639	0	
BC/BS - Retirees Spouse	0	0	0	0	
Employee Benefit Contribution	16,000	16,000	16,000	0	
Recreation	28,000	29,867	30,000	2,000	
Tree Sales, Wood Chips, etc.	0	0	0	0	
Comm Room & Bldg. Rent Revenue	60,000	33,366	33,500	(26,500)	C-19
Police Charges	15,000	13,914	15,000	0	
SOCRRA Refund	0	0	0	0	
Election Reimbursements	0	0	0	0	
Police Forfeitures - State	0	0	0	0	
Police Forfeitures - Federal	0	0	0	0	
Workers Comp Reimbursement	0	0	0	0	
Public Services Reimbursement	20,000	9,242	20,000	0	
Insurance Reimbursement	0	0	0	0	
Insurance Recoveries	7,143	2,236	2,236	(4,907)	
Sale of Abandoned Property	0	0	0	0	
Sale of Fixed Asset	0	0	0	0	
Donations	8,200	9,869	9,869	1,669	
Total - Other Revenue	812,013	554,630	667,198	(144,815)	

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Submitted for City Council Approval JUNE 22, 2020

SUMMARY OF EXPENDITURES				
FISCAL YEAR - 19-20	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
GOVERNMENT SERVICES	509,738	404,192	497,355	(12,383)
ADMINISTRATION	711,060	576,324	687,536	(23,524)
BUILDING AND GROUNDS	124,428	105,793	129,028	4,600
POLICE DEPARTMENT	2,174,996	1,909,507	2,179,187	4,191
PUBLIC SERVICES (DPS)	159,749	145,287	153,749	(6,000)
LEAF COLLECTION	5,000	4,057	4,057	(943)
REFUSE COLLECTION	360,500	307,538	360,500	0
RECREATION	100,713	77,743	81,020	(19,693)
GENERAL CONTINGENCY	306,762	306,762	112,950	(193,812)
Total - General Fund	4,452,946	3,837,202	4,205,382	(247,564)
MAJOR STREETS	375,573	341,391	362,144	(13,430)
LOCAL STREETS	484,863	275,784	475,684	(9,179)
WATER	1,723,982	1,445,444	1,710,640	(13,342)
SEWER	1,551,098	1,125,754	1,391,026	(160,072)
CAPITAL ACQUISITION	112,950	74,448	112,950	0
DEBT SERVICE	0	0	0	0
Total - All Funds	8,701,412	7,100,022	8,257,826	(443,587)

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EXPENDITURES FISCAL YEAR - 19-20 GOVERNMENT SERVICES	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
Unemployment Insurance	50	2	50	0
Workers Comp. Insurance	8,500	1,094	1,094	(7,406)
Office Supplies	6,000	4,925	6,000	0
Code Enforcement	2,000	60	60	(1,940)
Tax Tribunal Returns	2,087	9,121	9,121	7,034
Building Trade Inspections	97,100	90,298	97,100	0
Memberships & Meetings	7,000	8,078	9,000	2,000
MI First Inspections- Expense	0	0	0	0
Cable TV	35,000	34,077	37,500	2,500
Citizen Communications/PR	10,000	10,071	13,500	3,500
Audit Service	19,621	19,621	19,621	0
Telephone	20,000	17,725	20,000	0
Vehicle Expense	7,500	6,044	7,000	(500)
City Appreciation	1,000	179	179	(821)
Training	7,000	2,484	2,500	(4,500)
City Planning	6,000	4,300	5,000	(1,000)
Beautification	2,000	0	0	(2,000)
C.D.B.G. Projects	4,000	1,250	1,250	(2,750)
Printing/Publication Cost	15,000	14,534	15,000	0
Postage Meter	4,000	1,829	2,500	(1,500)
Liability Insurance	29,880	29,880	29,880	0
Miscellaneous	0	0	0	0
Government Operations	45,000	36,633	40,000	(5,000)
Technology	30,000	19,461	25,000	(5,000)
Library Payment	120,000	59,969	120,000	0
Community Center Expense	31,000	32,557	36,000	5,000
Unfunded Pension Liability	0	0	0	0
27907 California Dr N.E.	0	0	0	0
19600 Forest Drive - Expenditures	0	0	0	0
Total - Government Services	509,738	404,192	497,355	(12,383)

C-19 REMOTE MEETINGS
YOUR TOWN PUB & POSTAGE

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EXPENDITURES FISCAL YEAR - 19-20 ADMINISTRATION	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
Salaries & Wages - Perm.	369,486	325,333	369,486	0
Salaries & Wages - Temp.	31,664	3,811	10,000	(21,664)
Taxes & Fringe Benefits	182,000	140,176	182,000	0
Code Enforcement - Legal	20,000	13,001	16,000	(4,000)
Elections	12,000	13,516	15,000	3,000
Legal Services	60,000	46,129	60,000	0
Board of Review	560	550	550	(10)
County Equalization Services	35,350	33,808	34,500	(850)
Total - Administration	711,060	576,324	687,536	(23,524)

C-19 SANITIZING; PT CODE ENFORCEMENT

EXPENDITURES FISCAL YEAR - 19-20 BUILDING & GROUNDS	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
Salaries & Wages - Perm.	0	0	0	0
Salaries & Wages - Temp.	31,000	28,258	31,000	0
Fringe Benefits	0	0	0	0
Building Utilities	45,000	41,838	45,000	0
Building Maintenance	28,000	24,693	35,000	7,000
Building - Grants	7,928	2,569	7,928	0
Building Authority Lease	0	0	0	0
Vehicle Maintenance Expense	0	0	0	0
Equipment Maintenance	2,500	38	100	(2,400)
Parking Lots & Grounds	10,000	8,396	10,000	0
Workers Comp. Insurance	0	0	0	0
Total - Building & Grounds	124,428	105,793	129,028	4,600

HEATING & COOLING REPAIRS

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EXPENDITURES FISCAL YEAR - 19-20 PUBLIC SAFETY	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
Salaries & Wages - Perm.	750,641	684,373	730,000	(20,641)
Salaries & Wages - Temp.	65,000	104,013	115,000	50,000
Salaries & Wages - O.T..	60,000	41,235	50,000	(10,000)
Taxes & Fringe Benefits	435,101	344,863	435,101	0
Unemployment Insurance	250	127	200	(50)
Uniforms	15,000	9,376	13,000	(2,000)
Worker's Comp. Insurance	15,500	15,500	15,500	0
Office Supplies	5,000	2,141	4,000	(1,000)
Office Machines	3,000	3,652	3,652	652
Publications/Document Reducing	1,000	120	750	(250)
Code Enforcement/Training & Supplies	0	0	0	0
Police Reserves	1,000	291	300	(700)
Training	14,000	6,463	7,000	(7,000)
Firearms Training	4,500	4,057	4,500	0
Fire Service Contract	691,824	602,365	691,824	0
Telephone	10,000	7,221	10,000	0
Radio Communication	16,200	8,524	16,200	0
Vehicle	40,000	37,703	40,000	0
Liability Insurance	24,480	24,480	24,480	0
Memberships & Meetings	3,500	2,695	3,500	0
MJTC Grant	2,000	1,450	1,450	(550)
Crime Prevention	3,000	980	980	(2,020)
Animal Control	1,500	0	0	(1,500)
Youth & Drug Program	1,000	51	250	(750)
Police Forfeiture	0	0	0	0
Miscellaneous	0	0	0	0
Motorcycle Lease	0	0	0	0
Prisoner Lockup	8,000	6,300	8,000	0
State of MI Lein use	0	0	0	0
Road Supplies	2,000	723	2,000	0
Evidence Supplies	1,500	807	1,500	0
Total - Public Safety	2,174,996	1,909,507	2,179,187	4,191

C-19 DID NOT FILL FT POSITION

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EXPENDITURES FISCAL YEAR - 19-20 PUBLIC SERVICES	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
DPS				
Salaries & Wages - Perm.	0	0	0	0
Salaries & Wages - Temp.	0	0	0	0
Taxes & Fringe Benefits	4,250	3,908	4,250	0
Office Supplies	0	0	0	0
Utilities	21,000	13,692	20,000	(1,000)
Park Maintenance	5,000	882	2,500	(2,500)
Equipment Maintenance	3,000	2,805	3,000	0
Sidewalk Maintenance	2,500	0	0	(2,500)
Contractual Services	123,999	124,000	123,999	0
Total - DPS	159,749	145,287	153,749	(6,000)
LEAF COLLECTION				
Salaries & Wages - Temp.	0	0	0	0
Miscellaneous	0	0	0	0
Refuse Equipment Expense	5,000	4,057	4,057	(943)
Total - Leaf Collection	5,000	4,057	4,057	(943)
REFUSE COLLECTION				
SOCRRRA Fees	360,500	307,538	360,500	0
Collection Contract	0	0	0	0
Total - Refuse Collection	360,500	307,538	360,500	0
Total - Public Services	525,249	456,882	518,306	(6,943)

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EXPENDITURES FISCAL YEAR - 19-20 RECREATION	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
Salaries & Wages - Full Time	32,250	31,144	32,250	0
Taxes & Fringe Benefits	8,213	8,704	9,000	787
Office Supplies	250	220	250	0
Bus Transportation	3,000	1,420	1,420	(1,580)
Adult Programs	20,000	6,779	7,000	(13,000)
Senior Activities	500	100	100	(400)
Children/Youth Programs	0	0	0	0
Community Events	25,000	23,876	25,000	0
Recreation Center	0	0	0	0
Fitness Center	500	0	0	(500)
Special Programs/Sporting Events	0	0	0	0
Concerts in the Park	10,000	4,500	5,000	(5,000)
Workers Comp. Insurance	1,000	1,000	1,000	0
Total - Recreation	100,713	77,743	81,020	(19,693)

EXPENDITURES FISCAL YEAR - 19-20 CONT. & RESERVE	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
GENERAL CONTINGENCY				
Miscellaneous	0	0	0	0
DDA	0	0	0	0
Total - General Contingency	0	0	0	0
CAPITAL RESERVE FUND				
Capital Expenditure	112,950	112,950	112,950	0
Transfer to Local Streets	193,812	193,812	0	(193,812)
Transfer out to Sewer	0	0	0	0
Total - Reserve Fund	306,762	306,762	112,950	(193,812)
Total - Cont. & Reserve	306,762	306,762	112,950	(193,812)

REVERSED TRANSFER FROM GF

Proposed FY 2018-2019 Budget Amendments
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EXPENDITURES FISCAL YEAR - 19-20 MAJOR STREETS	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
Salaries & Wages - Perm.	0	0	0	0
Salaries & Wages - Admin.	5,460	5,443	5,883	423
Salaries & Wages - Temp.	0	0	0	0
Taxes & Fringe Benefits	6,540	1,206	3,500	(3,040)
Contractual Services	64,019	64,019	64,019	0
Office Supplies	0	0	0	0
Public Service Building	0	0	0	0
Audit Services	5,360	5,360	5,360	0
Roadside Parks	0	0	0	0
Transfer to Local Streets	173,694	173,694	173,694	0
Admin. & Engineering	5,000	1,639	5,000	0
Road Construction	0	0	0	0
Road Maintenance	5,000	1,649	3,000	(2,000)
Roadside Maintenance	5,000	3,780	5,000	0
Equipment Rental	5,000	0	0	(5,000)
Traffic Controls	25,000	18,402	25,000	0
Snow & Ice Removal	5,500	4,050	4,050	(1,450)
Non-Motor Facilities	0	0	0	0
Forestry	30,000	24,512	30,000	0
Capital Expenditure	40,000	37,638	37,638	(2,362)
Total - Major Streets	375,573	341,391	362,144	(13,430)

EXPENDITURES FISCAL YEAR - 19-20 LOCAL STREETS	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
Salaries & Wages - Perm.	0	0	0	0
Salaries & Wages - Admin.	5,460	5,443	5,883	423
Salaries & Wages - Temp.	0	0	0	0
Taxes & Fringe Benefits	6,540	1,206	3,500	(3,040)
Contractual Services	64,019	64,019	64,019	0
Office Supplies	0	0	0	0
Public Service Building	1,000	0	0	(1,000)
Audit Services	3,185	3,185	3,185	0
Admins. & Engineering	0	0	0	0
Road Construction	0	0	0	0
Road Maintenance	318,737	127,683	318,737	0
Roadside Maintenance	2,922	2,922	2,922	0
Equipment Rental	2,000	0	0	(2,000)
Traffic Controls	4,000	0	0	(4,000)
Snow & Ice Removal	5,000	4,050	4,050	(950)
Non-Motor Facilities	2,000	5,128	5,750	3,750
Forestry	30,000	24,512	30,000	0
Capital Expenditure	40,000	37,638	37,638	(2,362)
Total - Local Streets	484,863	275,784	475,684	(9,179)

TAP BIKE GRANT - ENGINEERING COSTS

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EXPENDITURES FISCAL YEAR - 19-20 WATER	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
Salaries & Wages - Perm.	19,018	18,477	19,018	0
Taxes & Fringe Benefits	100,000	78,560	100,000	0
OPEB Expense	8,000	0	8,000	0
Pension Expense	2,000	0	2,000	0
Contractual Services	71,937	71,937	71,937	0
Office Supplies	0	0	0	0
Water System Maintenance	80,000	77,009	80,000	0
Billing Services	10,000	11,914	12,500	2,500
Audit Service	4,980	4,980	4,980	0
Telephone	0	0	0	0
Liability Insurance	7,130	7,130	7,130	0
Water Purchases	397,900	345,908	397,900	0
Rent & Utilities	4,917	4,917	4,917	0
Equipment Replacement	10,000	258	258	(9,742)
Administration and Engineering	0	0	0	0
Vehicle & Equip. Expense	0	0	0	0
Miscellaneous	3,100	1,339	2,000	(1,100)
Capital Expenditure	5,000	0	0	(5,000)
Water Main Project	1,000,000	823,014	1,000,000	0
Unfunded Pension Liability	0	0	0	0
Total - Water	1,723,982	1,445,444	1,710,640	(13,342)

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EXPENDITURES FISCAL YEAR - 19-20 SEWER	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
Salaries & Wages - Perm.	19,018	18,477	19,018	0
Taxes & Fringe Benefits	24,635	19,874	24,635	0
Contractual Services	71,937	71,937	71,937	0
Office Supplies	0	0	0	0
Sewer System Maintenance	150,000	87,499	150,000	0
Admin. & Engineering	0	0	0	0
Audit Service	4,980	4,980	4,980	0
Equipment Replacement	0	0	0	0
Liability Insurance	7,650	7,650	7,650	0
Interest Expense	40,179	34,001	40,179	0
Paying Agent Fees	750	750	750	0
Sewage Disposal Cost	981,442	817,868	981,442	0
Rent & Utilities	500	0	0	(500)
Larvicide Applications	0	0	0	0
Industrial Surcharge	34,600	8,021	25,000	(9,600)
Environmental Compliance-Non Capital	20,000	12,265	16,000	(4,000)
Environmental Compliance-Const Exp	0	0	0	0
Bond Expense-Non Capital	0	0	0	0
Bond Expense-Construction	0	0	0	0
Capital Expenditure	142,000	0	0	(142,000)
Equipment Maintenance	0	0	0	0
Miscellaneous	1,200	0	0	(1,200)
RETENTION TANK				
Utilities				
Electric	18,707	18,903	19,200	493
Water	5,000	1,437	3,600	(1,400)
Natural Gas	300	335	335	35
Phone	2,500	2,350	2,500	0
Fuel for Generator	500	0	0	(500)
Supplies and Tools	1,400	0	0	(1,400)
Building & Equipment	15,000	10,608	15,000	0
Contractual Operation	0	0	0	0
Excess Liability for Tank	8,800	8,800	8,800	0
Total - Sewer	1,551,098	1,125,754	1,391,026	(160,072)

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EXPENDITURES FISCAL YEAR - 19-20	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
DEBT SERVICE				
E/F Sewage Disposal Bonds	0	0	0	0
E/F Meter/Interceptor	0	0	0	0
Total - Debt Service	0	0	0	0

EXPENDITURES FISCAL YEAR - 19-20 CAPITAL ACQUISITION	ORIGINAL BUDGET	ACTUAL May 31, 2020	AMENDED June 22, 2020	OVER (UNDER)
Water/Sewer	0	0	0	0
General Capital Expenditures	112,950	74,448	112,950	0
Total - Capital Acquisition	112,950	74,448	112,950	0

LATHRUP VILLAGE DDA - FY 2019/20 BUDGET AMENDMENTS

REVENUES	BUDGETED 19/20	ACTUAL 2/29/2020	ACTUAL 6/30/2020	INCREASE (DECREASE)
TIFA-CAPTURE TAXES	92,837	14,887	308,173	77,950
TAX COLLECTED OTHER	45,000	34,591	36,147	10,409
SPEC ASSESSMENT - REVENUE	1,800	-	-	1,800
INVESTMENT INTEREST	10,000	9,705	10,958	295
FEDERAL/STATE GRANTS	-	-	-	-
FARMERS MARKET	-	(100)	(100)	100
MAIN STREET REVENUES	1,100	-	-	1,100
MISC. REVENUES	6,000	11,445	11,445	(5,445)
Total Revenues	156,737	70,527	366,624	86,210

EXPENDITURES	BUDGETED 19/20	ACTUAL 6/30/2020	AMENDED 4/1/2020	AMENDED 6/19/2020	INCREASE (DECREASE)
SALARIES & WAGES	56,136	46,852	56,136	56,136	-
EMPLOYEE TAXES & BENEFITS	22,000	23,618	22,000	23,618	1,618
PART TIME SEASONAL CREW	5,840	2,259	5,840	5,840	-
LEGAL SERVICES	900	-	900	900	-
OFFICE SUPPLIES	200	72	200	72	(128)
TAX TRIBUNAL RETURNS	2,000	-	2,000	874	(1,126)
AUDITING & ACCOUNTING	800	800	800	800	-
TRAINING/MEMBERSHIP	2,000	1,278	2,000	2,000	-
MAIN STREET PROGRAM	6,000	4,816	19,000	15,814	(3,186)
STREETSCAPING	7,910	4,715	22,910	22,910	
PLANNING/CONSULTING FEES	35,000	27,197	35,000	38,186	3,186
FARMERS MARKET	18,000	18,506	18,000	18,506	506
PRINTING/PUBLICATION COSTS	2,000	884	2,000	884	(1,116)
POSTAGE FEES	200	-	200	-	(200)
REPAIRS & MAINTENANCE	8,900	10,630	8,900	10,630	1,730
MISCELLANEOUS EXPENDITURES	1,300	1,516	1,300	1,516	216
DEPRECIATION INFRASTRUCTURE	-	-	-	-	
CAPITAL EXPENDITURE	1,500	-	1,500	-	(1,500)
SIGN GRANT PROGRAM	10,000	2,000	2,000	2,000	
FAÇADE GRANT PROGRAM	20,000	-	-	-	
TOTAL EXPENDITURES	200,686	145,143	200,686	200,686	-



Dr. Sheryl L. Mitchell

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell, City Administrator

DA: June 22, 2020

RE: **MOTION TO APPROVE AGREEMENT FOR PROFESSIONAL SERVICES WITH GIFFELS WEBSTER FOR THE CITY-WIDE BICYCLE ROUTE TAP GRANT.**

Background

The City of Lathrup Village, through SEMCOG, was awarded an \$80,000 Transportation Assistance Program (TAP) grant to implement the Bike Routes. In addition to the 25% local match, there are associated engineering costs, which are not covered by the grant.

The attached Professional Services Agreement is for Giffels Webster to provide the preliminary and construction engineering services, including permitting, contract administration, construction inspection, construction layout, related to the design, and installation of the city-wide bicycle network and wayfinding signage, including the bike repair station.

These total of \$24,000 in engineering costs are to be split between the City of Lathrup Village (Local Roads-Non Motor Facilities) and the DDA (Planning / Consulting Fees) in Fiscal Year 2019/20 and 2020/21.

	Fiscal Year 2019-20	Fiscal Year 2020-21	Total
City	\$ 5,750	\$ 6,250	\$12,000
DDA	\$ 5,750	\$ 6,250	\$12,000
Total	\$11,500	\$12,500	\$24,000

Recommendation

Approve as submitted.

Suggested Motion

To approve the Agreement for Professional Services with Giffels Webster and authorize the Mayor and/or City Administrator to sign the Agreement and any related documents.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is effective as of 05/04/2020, between Giffels Webster located at 1025 E. Maple Road, Suite 100, Birmingham, MI 48009 and the following person or entity ("Client"):

Client name and address:	City of Lathrup Village 27400 Southfield Road Lathrup Village, MI 48076	
Client contact and phone no:	Dr. Sheryl Mitchell City Administrator Phone 248-663-6025	Email: smitchell@lathrupvillage.org Mobile n/a
Project Name:	City-Wide Bicycle Route TAP Grant	Project No.: 15850.70
Site Area:	N/A	Location: City Wide

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

I. PROJECT DESCRIPTION

Provide preliminary and construction engineering services to include design, permitting, contract administration, construction inspection, construction layout, and other services related to the design and installation of the city-wide bicycle network and wayfinding signage including bike repair stations.

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

II. BASE SCOPE OF SERVICES

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

III. COMPENSATION

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

<u>Task</u>	<u>Fee Basis</u>	<u>Fee</u>
1. Construction Documents	Time & Material	\$9,000
2. Permitting		
a. NEPA Application	Time & Material	\$1,500
b. SHPO Application	Time & Material	\$1,500
3. Proposal Documents	Time & Material	\$1,000
4. Construction Engineering		
a. Contract Administration	Time & Material	\$5,000
b. Construction Inspection	Time & Material	\$3,800
c. Construction Layout	Time & Material	\$1,000
d. MDOT Audit	Time & Material	<u>\$1,200</u>
		\$24,000

IV. REIMBURSABLE EXPENSES

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

V. INVOICING

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

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

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

VI. STANDARD OF CARE

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

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

VII. LIABILITY

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

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

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

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

VIII. PUBLIC AGENCY APPROVALS

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

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

IX. INSTRUMENTS OF SERVICE

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

Giffels Webster shall not be deprived of the right to retain reproducible copies of the Instruments and the right to reuse information contained in them in the normal course of Giffels Webster's practice. The Client recognizes that the Instruments shall not be reused for additions, modifications, or renovations on this Project or for any new project without the written approval of Giffels Webster. The Client agrees to waive any claim against Giffels Webster and to defend, indemnify, and hold the Giffels

Webster harmless from any claim or liability for injury or loss allegedly arising from any reuse of the Instruments by the Client or any agent of the Client without Giffels Webster's approval. The Client further agrees to compensate Giffels Webster for any time spent or expenses incurred in defense of any such claim, in accordance with Giffels Webster's prevailing fee schedule and expense reimbursement policy at the time of such claim and to pay Giffels Webster's reasonable attorney fees incurred in the defense of such claim.

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

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

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

X. COST ESTIMATES

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

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

XI. METHODS AND PROCEDURES

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

XII. CERTIFICATIONS

If the Client requests Giffels Webster to execute certificates, the proposed language of such certificates shall be submitted to Giffels Webster for review at least 14 days prior to the requested dates of execution. Giffels Webster shall not be required to execute certificates that would require Giffels Webster's knowledge, services or responsibilities beyond the scope of this

Agreement. Giffels Webster shall not be required to sign any documents that would result in Giffels Webster having to certify, guarantee or warrant the existence of conditions whose existence Giffels Webster cannot ascertain. The Client agrees not to make the resolution of any dispute with Giffels Webster or the payment of any amount due to Giffels Webster in any way contingent upon Giffels Webster signing any such documents.

XIII. HAZARDOUS SUBSTANCES

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

XIV. RIGHT-OF-ENTRY

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

XV. ASSIGNMENT

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

XVI. DELAYS

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

XVII. CHANGES TO THE AGREEMENT

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

XVIII. TERMINATION

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

XIX. RECOVERY OF COSTS

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

XX. PHOTOGRAPHY

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

XXI. ACCEPTANCE AND AUTHORIZATION TO PROCEED

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

GIFFELS WEBSTER

CITY OF LATHRUP VILLAGE

BY: _____
Scott A. Ringler, PE
Partner
05/04/2020

BY: _____
Name
Title
Date

EXHIBIT A SCOPE OF SERVICES

1. Construction Documents:
 - Prepare plan details with dimensions for special wayfinding signs specific to the City of Lathrup Village. Specific details are required for each differing sign (approximately 35 signs). Prepare details for bike symbols, bike repair stations, and bike racks.
 - Prepare a catalog of work identifying the locations and pay items associated with the proposed wayfinding signs on the project including bike symbols, bike repair stations, and bike racks.
 - Prepare note sheets per State and Federal requirements including utility coordination, general notes, specific notes, detailed quantities, and other miscellaneous information.

2. Permitting:
 - a. NEPA Application:
 - Application to the MDOT regarding all environmental aspects that may be impacted by the project. The requirement for this form was implemented in October 2019.
 - b. SHPO Application:
 - MDOT has verified a State Historic Preservation Office (SHPO) permit application is required for the project due to the bike repairs station installation. Typically, SHPO's are not required for just pavement markings and signage.

3. Proposal Documents:
 - Prepare standard proposal documents required for MDOT LAP projects, including Programming Application, Work Zone Safety Application, Maintenance of Traffic, Progress Clause, Special Provisions and Notices to Bidders.
 - Prepare Engineer's Opinion of Cost on MDOT specific software.
 - Submit all the required documentation to MDOT for review and approval to schedule a grade inspection meeting.

4. Construction Engineering:
 - a. Contract Administration:
 - Perform Project Engineer and Office Technician duties required for MDOT LAP projects. This work includes but is not limited to preparing for and administering the preconstruction meeting, uploading MDOT project files, uploading inspection daily reports, preparing bi-weekly contractor pay applications, reviewing material certifications, reviewing Davis-Bacon wage rates and certifications, and other Federal and State requirements.
 - b. Construction Inspection:
 - Provide a qualified Inspection Technicians to monitor the construction for compliance with MDOT requirements. Preparing daily field inspection reports with pay items, verifying materials used, documenting contractor's equipment and personnel, and uploading inspection reports to Field Manager.
 - c. Construction Layout:
 - Provide surveying services for the placement of the proposed improvements including special pavement marking locations, sign locations, and bike repair locations.
 - d. MDOT Audit:
 - Coordinate with the MDOT to verify all project documents comply with FHWA requirements for use of federal funding.

EXCLUSIONS

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

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

**EXHIBIT B
 BILL RATE SCHEDULE**

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

Construction Inspector	\$80	Intern	\$55
Senior Construction Inspector	\$90	Clerical Administrative	\$40
Construction Administrator	\$80	Project Assistant.....	\$75
Instrument Crew	\$130	Staff Technician.....	\$75
Survey Crew.....	\$165	Project Technician.....	\$85
Staff Surveyor.....	\$90	Senior Technician.....	\$95
Project Surveyor.....	\$105	Lead Technician.....	\$105
Senior Surveyor.....	\$115	Staff Landscape Architect	\$90
Lead Surveyor.....	\$120	Project Landscape Architect.....	\$105
Survey Manager	\$120	Senior Landscape Architect.....	\$115
GIS Analyst	\$85	Lead Landscape Architect.....	\$120
GIS Specialist.....	\$95	Landscape Architecture Manager.....	\$120
Senior GIS Specialist	\$105	Staff Engineer.....	\$90
GIS Manager	\$120	Project Engineer.....	\$105
Staff Planner.....	\$90	Senior Engineer.....	\$115
Associate Planner	\$105	Lead Engineer	\$120
Senior Planner.....	\$115	Traffic Engineer	\$115
Principal Planner	\$120	Senior Traffic Engineer.....	\$140
Project Manager	\$125	Senior Project Manager.....	\$145
Partner.....	\$165 \$145		

Notes to the Billing Rate Schedule:

1. The assignment of personnel is solely the responsibility Giffels Webster.
2. These rates include charges for computer and survey equipment, local travel, stakes, staff benefits, internal printing costs, telephone, fax and other overhead costs and profit.
3. Outside services not normally provided by Giffels Webster, and other reimbursable expenses (special equipment, printing, reproduction, printing and reproduction, out-of-town travel, shipping and subcontracted services) used for this project will be billed at cost plus ~~15%~~ 5% and are not included in the above hourly charge rates.
4. Overtime work (over 8 hours per day) for Construction Inspector time will be invoiced at a rate equal to ~~4.5~~ 1.25 times the above scheduled rate.