



CITY COUNCIL

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

STUDY SESSION AGENDA

MONDAY, NOVEMBER 5, 2018

The Meeting Place – Second Floor
5:30 p.m. Council Dinner
6:00 p.m. Study Session

AGENDA ITEMS

1. **Call to Order** by Mayor Garrett
2. **Discussion Items**
 - A. Munetrix – Presentation
 - B. Discussion - Street Improvements
3. **Mayor and Council Comments**
4. **Public Comments**
5. **Adjourn**

Sheryl Mitchell

From: Inside 208 <donotreply@wordpress.com>
Sent: Tuesday, October 9, 2018 12:05 PM
To: Sheryl Mitchell
Subject: [New post] New State Fiscal Year Brings Treasury Grant Opportunities

Chris Hackbarth posted: "With the start of the state's 2018-19 fiscal year last week, two grant opportunities within Treasury are again available to local units: The Financial Data Analytic Tool Reimbursement Program is intended to partially reimburse cities, villages, townships"

New post on Inside 208



[New State Fiscal Year Brings Treasury Grant Opportunities](#)

by [Chris Hackbarth](#)

With the start of the state's 2018-19 fiscal year last week, two grant opportunities within Treasury are again available to local units:

The [Financial Data Analytic Tool Reimbursement Program](#) is intended to partially reimburse cities, villages, townships, counties, and regional councils of government, up to 50% of the costs, for financial forecasting and transparency reporting tools acquired through State approved vendors (Munetrix or Forecast5). Treasury has approximately \$800,000 to distribute to local governments under this grant program.

All cities, villages, townships, counties, and regional councils of government that enter into an agreement, **on or before December 1, 2018**, with one of the Michigan Department of Technology, Management and Budget approved financial data analytic tool vendors are eligible for up to 50% reimbursement under the Financial Data Analytic Tool Reimbursement Program.

Additional information on this program and grant applications will be [available through this link](#).

The [Financially Distressed Cities, Villages and Townships Grant Program](#) is also accepting applications for the new fiscal year. Treasury has \$2.5 million available to provide grants to financially distressed cities, villages, or townships with one (1) or more conditions that indicate probable financial distress. Grant funding is to be used to pay for specific projects or services that move the city, village, or township toward financial stability.

Municipalities interested in applying for an award must submit applications to Treasury **by 11:59 p.m. on Wednesday, November 21, 2018**. The grant application can be [found through this link](#).

Chris Hackbarth is the League's director of state & federal affairs. He can be reached at 517-908-0304 and chackbarth@mml.org.

Chris Hackbarth | October 9, 2018 at 12:05 pm | Categories: [Grant Opportunity](#), [Legislative Link Articles](#), [Municipal Finance](#), [Revenue sharing](#) | URL: <https://wp.me/p3wSLH-1Cm>

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Trouble clicking? Copy and paste this URL into your browser:

<http://blogs.mml.org/wp/inside208/2018/10/09/new-state-fiscal-year-brings-treasury-grant-opportunities/>

July 27, 2018

Dr. Sheryl Mitchell
City Manager
City of Lathrup Village
27400 Southfield Rd.
Lathrup Village, MI 48076-3489

Dear Dr. Mitchell:

Thank you for your interest in a subscription to Munetrix. Our pricing is population based, and the yearly investment is identified below. As a web-based service, there is no installation required on your part, including for any updates. All you will need is a browser to open the tool, login and begin using it.

Organization Name: City of Lathrup Village	Contact Name: Dr. Sheryl Mitchell
Type: City	Contact Phone: 248-557-2600
Population: 4126	Contact Email: smitchell@lathrupvillage.org
License Fee: \$4,059.45 <i>Premium Edition</i>	Setup & Training Fee: \$608.92 <i>1st Year Only</i>

A copy of our Subscription Agreement is included with this quotation. We will provide up to two User Seats per the Subscription Agreement, but we recommend no more than one "Fiscal Editor" for data integrity purposes. The other User Seat is for your Administrator, a Demographic Editor (all but financial) or for your IT support person. All users will be asked to read and accept the Terms of Use upon registration, a copy of which can be obtained from Munetrix.com. If additional user seats are required, a fee of \$250 per seat may apply.

We look forward to the opportunity to welcome you to our growing family. If you would like to learn more about the system or want to schedule a demo prior to making a decision, please contact us directly.

If you would like to proceed with the purchase of a subscription, please print and sign the appropriate pages to this document and fax to 248-683-5826, or scan/email to: subscription@munetrix.com. Next, go to www.munetrix.com, and register using the link at the top of the homepage. We will verify your role, synchronize your credentials to activate your user license and invoice you simultaneously.

Sincerely,



Robert Kittle
President & CEO
248-499-8355

- We would like to purchase a Premium Edition subscription to Munetrix
- We are only interested in Transparency Edition Subscription at this time

bob@munetrix.com

THIS OFFER IS VALID FOR 60 DAYS

MUNETRIX SERVICES PROPOSAL WORKSHEET

This Munetrix Services Proposal Worksheet identifies the proposal elements that are shown on the cover letter and Subscription Agreement. If any additional options or features are desired, please indicate on this document and we will adjust your plan and resend a new version to you. If you are satisfied with the Proposal Worksheet as is, no action is required except to sign the Subscription Agreement and return it back to us either by fax to (248) 683-5826 or a scan via email to subscription@munetrix.com.

Organization Name: City of Lathrup Village		Organization Type: City		
Subscription or Service Type: Premium Edition				
Special Service or Overview:				
Terms: Net 30				
Contract Start Date: Upon receipt of signed agreement		Anniversary Date:		
Customer Account # 632100	Account Manager: Bob K	Sales Vertical: Municipal	Client Referral Source: Internal	
Scope of Services or Deliverables: Premium Edition, Annual contract with Munetrix. See subscription agreement for details.			Fees:	Type:
				Fixed
				Monthly
				Annual
				Multi-year
			4,126	Population
Description				Investment
Transparency Edition - (Meets State of Michigan Mandatory Minimum Requirements) & Includes:				\$2,706.30
Two User Seats				Included
Dynamic Dashboard				Included
Peer Group Comparisons				Included
BudgetBuilder™				Included
Debt Manager™				Included
Open Checkbook				Included
CVTRS/CIP Compliance Report Wizard				Included
Implementation Fee (<i>First Year Only</i>)				\$405.95
Basic Training & Support Included (<i>per subscription agreement unless option service upgrades chosen</i>)				Included
Subtotal:				\$3,112.25

Premium Edition - Includes all Transparency Features and:		\$4,059.45
Buildings Manager™		Included
Capital Improvement Manager™		Included
Chart of Accounts Manager™		Included
Custom Reports		Included
ForecastBuilder™		Included
Headcount Manager™		Included
ProjecTracker™		Included
Trust Fund Manager		Included
Emergency Preparedness Manager (<i>Call for quote</i>)		N/A
Implementation Fee (<i>First Year Only</i>)		\$608.92
Basic Training & Support Included (<i>per subscription agreement unless option service upgrades chosen</i>)		Included
Subtotal (includes all Transparency & Premium features):		\$4,668.37

Additional Users:	

Additional Authorized User(s): \$250 per additional user	\$0.00
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Optional Features or Plans:	
Board Member Module (\$150 per board member)	\$0.00
Basic: \$3,000/year or \$250/month (+10% discount on subscription fee)	\$0.00
Preferred: \$6,000/year or \$500/month (+20% discount on subscription fee)	\$0.00
Optimal: \$12,000/year or \$1,000/month (+30% discount on subscription fee)	\$0.00

Total Investment For Transparency Edition Plus Options:	\$3,112.25
Total Investment for Premium Edition Plus Options:	\$4,668.37

Billing Address:	City of Lathrup Village	27400 Southfield Rd.	Lathrup Village	MI	48076-3489
Bill-to Name:	Dr. Sheryl Mitchell		Title:	City Manager	
			Email:	smitchell@lathrupvillage.org	
Details of Milestones (If Applicable)	Estimated Timing of Deliverables		Additional Fee(s) (If Applicable)		
Implementation: TBD	TBD - Based on date of contract execution		None		
Training: TBD	TBD - Based on date of contract execution		None		

AUTHORIZED USERS: Please provide this information. If additional user seats are needed, please indicate so above.

User #1 Name: _____

Title: _____

Email: _____

User #2 Name: _____

Title: _____

Email: _____

Additional User Name (Fees Apply): _____

Title: _____

Email: _____

Basic training and support includes:

1. One in-person or web-based training session upon activation of City of Lathrup Village's Authorized User Accounts.
2. One web-based training and one refresher training session per year.
3. Basic phone, email and web-conferencing support
 - a. Additional Support Packages are also available for a fee – see Services Proposal Worksheet.

MUNETRIX SUBSCRIPTION AGREEMENT

THIS MUNETRIX SUBSCRIPTION AGREEMENT (the "Agreement") is made by and between **MUNETRIX, LLC** a Michigan Limited Liability Company whose address for purposes of this Agreement is 3297 Five Points Drive Auburn Hills, MI 48326 (the "Company") and **CITY OF LATHRUP VILLAGE** whose address is 27400 Southfield Rd., Lathrup Village, MI 48076-3489 (the "Licensee"), (and together with the Company, the "Parties").

WHEREAS, MUNETRIX, LLC, offers subscriptions to the Munetrix "Municipal Metrics" financial transparency database (the "Tool") for the benefit of Administrators, Finance Officers, Business Managers, and Elected Officials, whereby they may subscribe to and be issued rights to use the Tool for fiscal transparency or business management practices;

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. Subscription.** As a condition to the Agreement, the Licensee shall pay the Company an annual fee (the "License Fee"). Payment of the License Fee is due within thirty (30) days of the earlier of a) the date Company sends an invoice to Licensee for the License Fee or b) Licensee's registration for use of the Tool. Within a commercially reasonable time following the Company's receipt of the executed Subscription Agreement, the Company agrees to provide the Licensee with full access to editing rights to the Munetrix Tool through the Company's website (Munetrix.com).

The annual subscription will have a start date coinciding with the complete execution of this Agreement ("Start Date"). The end date ("End Date") will be the first day of the month following twelve (12) months after the Start Date (the "Term").

The Parties agree that the Term shall automatically be renewed for successive one-year periods (each a "Renewal Term") unless the Company is notified in writing by the Licensee at least thirty (30) days prior to the applicable End Date that Licensee intends not to allow the Term to automatically renew. Licensee shall pay the Company an additional License Fee for each Renewal Term within thirty (30) days of the date Company sends an invoice to Licensee for the additional License Fee. The Licensee acknowledges that the License Fee may increase in each Renewal Term. The Company agrees to notify the Licensee at least sixty (60) days prior to a new Renewal Term if any increase in the License Fee will be implemented for that Renewal Term, and if a "Rate Lock" option is available for the applicable Renewal Term.

- 2. Users.** This Agreement provides up to two (2) Authorized Users of the Licensee organization the right to use the Tool during the Term and any applicable Renewal Term. For the purposes of this Agreement, the term "Authorized Users" shall mean any chief finance officers, chief administrators, support staff, or other employees of the Licensee that are elected or appointed during the time the Tool is being utilized and who agree to be bound by Munetrix's Terms of Use, and/or designated by the Licensee's Chief Administrative Officer.

In the case the Licensee desires to have additional User Seats, a fee of \$250 per additional user may be charged to the Licensee and added to the License Fee for each Term and applicable Renewal Term.

- 3. Licensee and User's Responsibilities.** The Licensee agrees that each Authorized User shall (i) be responsible for the accuracy, quality and legality of its data entered into the Tool (or any database that utilizes the Tool) and of the means by which such data is acquired, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Tool, and notify the Company promptly of any such unauthorized access or use, and (iii) use the Tool only in accordance with the Terms of Use and applicable laws and government regulations.

The Licensee agrees that each Authorized User shall not (a) make the Tool available to anyone other than an Authorized User, unless otherwise allowed or authorized per this Agreement, (b) sell, resell, rent or lease the Tool, (c) use the Tool to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or any other applicable law, (d) use the Tool to store or transmit viruses or malicious code, (e) interfere with or disrupt the integrity or performance of the Tool or any third-party data contained therein, or (f) attempt to gain unauthorized access to the Tool or Company's related systems or networks.

The Licensee agrees to immediately discontinue, decommission or otherwise notify Company to decommission any Authorized User from having access to the Tool upon termination of their employment from the Licensee's organization.

- 4. Company Responsibilities.** At a minimum of once per year, and as long as state agencies continue to provide Company access to bulk data downloads, the Company agrees to keep the data available to the Tool current with the most recent data made accessible to Company. The Company will also maintain the Tool in terms of security and up-time in accordance with industry standards in place at the signing of this Agreement.

Basic system enhancements will occur periodically at no additional charge. These updates will be in the form of slight modifications that make the system more user-friendly or intuitive and may include various additions to data or charts that can help a governmental

entity, or the general public understand the data better. No version downloads are required by the Licensee; these updates will automatically appear once released for production and a user notification will appear upon the Licensees next log-in. The notification feature is turned "on" as the Tool's default setting, and this preference may be changed by the Licensee using the system's settings.

- 5. **Terms of Use.** The Licensee agrees to be bound by (and comply with) and agrees to cause its Authorized Users to be bound by (and comply with) this Agreement and Munetrix's Terms of Use. For the purpose of this Agreement, the "Terms of Use" shall mean those certain Terms of Use that are set forth on Munetrix's website and relate to the usage of Munetrix's site, tools, and products, as modified from time to time. To the extent that there is any direct conflict between the terms of this Agreement and the Terms of Use, the terms of this Agreement shall control and prevail.
- 6. **Guest User Link.** As a condition to this Agreement, the Licensee agrees to place an approved Munetrix Citizens Guide to Finances guest user link or other means to hyperlink the Munetrix Tool to their websites homepage.
- 7. **Limitation of Liability.** The liability of the Company arising out of or related to this Agreement or the Tool shall not exceed the amount of the most recent License Fee paid by the Licensee under this Agreement.
- 8. **Relationship of the Parties.** The Parties to this Agreement are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- 9. **Assignment.** Licensee may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the Company.
- 10. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law and the remaining provisions of this Agreement shall remain in effect.

In addition to any other rights and remedies that the Parties might have at law or in equity, the Company reserves the right to suspend or cancel this Agreement and access to the Tool in the event that the Licensee breaches (or threatens to breach) any term of this Agreement.

- 11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Use of the system is also deemed an acceptance of the agreement.
- 12. **Governing Law.** This Agreement shall be bound by the laws of the State of Michigan without regard to its conflicts of law provisions.
- 13. **Entire Agreement.** This Agreement along with the Terms of Use constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

The Licensee agrees to the provisions of this agreement and by signing warrants and represents that they have the authority to execute the transaction as of the Start Date.

City of Lathrup Village

Munetrix, LLC

By: _____

By: Robert Kittle

Its: _____

Its: President & CEO

Date: _____

Date: July 27, 2018

PERIOD ENDING 09/30/2018

GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE 09/30/2018 NORM (ABNORM)	ACTIVITY FOR MONTH 09/30/18 INCR (DECR)	AVAILABLE		% BDT USED
		ORIGINAL BUDGET	2018-19 AMENDED BUDGET			NORM (ABNORM)	BALANCE	
Fund 203 - LOCAL ROAD FUND								
Revenues								
Dept 703.000								
203-703.000-574.000	STATE SHARED REVENUES	104,271.00	104,271.00	0.00	0.00	104,271.00	0.00	0.00
203-703.000-665.000	INVESTMENT INTEREST	300.00	300.00	0.00	0.00	300.00	0.00	0.00
203-703.000-690.101	TRANSFER IN FROM GENERAL FUND	145,420.00	145,420.00	0.00	0.00	145,420.00	0.00	0.00
203-703.000-690.202	TRANSFER IN FROM MAJOR ROADS	67,056.00	67,056.00	0.00	0.00	67,056.00	0.00	0.00
Total Dept 703.000		317,047.00	317,047.00	0.00	0.00	317,047.00	0.00	0.00
TOTAL REVENUES								
		317,047.00	317,047.00	0.00	0.00	317,047.00	0.00	0.00
Expenditures								
Dept 703.000								
203-703.000-703.000	EMPLOYEE TAXES & BENEFITS	4,274.00	4,274.00	299.96	70.11	3,974.04	7.02	7.02
203-703.000-705.000	SALARIES-ADMIN	5,250.00	5,250.00	1,312.50	437.50	3,937.50	25.00	25.00
203-703.000-810.000	AUDITING & ACCOUNTING	3,121.00	3,121.00	3,121.00	0.00	0.00	100.00	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	0.00
203-703.000-861.000	ROAD MAINTENANCE	318,737.00	318,737.00	265,271.30	256,830.61	53,465.70	83.23	83.23
203-703.000-862.000	ROADSIDE MAINTENANCE	0.00	0.00	268.32	268.32	(268.32)	100.00	100.00
203-703.000-864.000	TRAFFIC CONTROLS	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
203-703.000-866.000	SNOW & ICE REMOVAL	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
203-703.000-867.000	EQUIPMENT RENTAL	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00	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	0.00
203-703.000-870.000	FORESTRY	30,000.00	30,000.00	9,555.62	3,993.25	20,444.38	31.85	31.85
203-703.000-921.000	CONTRACTUAL SERVICES	52,853.00	52,853.00	13,212.33	4,404.11	39,640.67	25.00	25.00
203-703.000-970.000	CAPITAL EXPENDITURE	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00	0.00
Total Dept 703.000		518,235.00	518,235.00	293,041.03	266,003.90	225,193.97	56.55	56.55
TOTAL EXPENDITURES								
		518,235.00	518,235.00	293,041.03	266,003.90	225,193.97	56.55	56.55
Fund 203 - LOCAL ROAD FUND:								
TOTAL REVENUES								
		317,047.00	317,047.00	0.00	0.00	317,047.00	0.00	0.00
TOTAL EXPENDITURES								
		518,235.00	518,235.00	293,041.03	266,003.90	225,193.97	56.55	56.55
NET OF REVENUES & EXPENDITURES								
		(201,188.00)	(201,188.00)	(293,041.03)	(266,003.90)	91,853.03	145.66	145.66

PERIOD ENDING 09/30/2018

GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE 09/30/2018 NORM (ABNORM)	ACTIVITY FOR MONTH 09/30/18 INCR (DECR)	AVAILABLE		
		ORIGINAL BUDGET	2018-19 AMENDED BUDGET			NORM (ABNORM)	BALANCE USED	
Fund 202 - MAJOR ROAD FUND								
Revenues								
Dept 702.000								
202-702.000-574.000	STATE SHARED REVENUES	312,814.00	312,814.00	0.00	0.00	312,814.00	0.00	0.00
202-702.000-665.000	INVESTMENT INTEREST	400.00	400.00	0.00	0.00	400.00	0.00	0.00
Total Dept 702.000		313,214.00	313,214.00	0.00	0.00	313,214.00	0.00	0.00
TOTAL REVENUES								
313,214.00		313,214.00	313,214.00	0.00	0.00	313,214.00	0.00	0.00
Expenditures								
Dept 702.000								
202-702.000-703.000	EMPLOYEE TAXES & BENEFITS	4,005.00	4,005.00	299.96	70.11	3,705.04	7.49	7.49
202-702.000-705.000	SALARIES-ADMIN	5,250.00	5,250.00	1,312.50	437.50	3,937.50	25.00	25.00
202-702.000-810.000	AUDITING & ACCOUNTING	5,253.00	5,253.00	5,253.00	0.00	0.00	100.00	100.00
202-702.000-856.000	ADMINISTRATION & ENGINEERING	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
202-702.000-861.000	ROAD MAINTENANCE	5,000.00	5,000.00	1,273.19	0.00	3,726.81	25.46	25.46
202-702.000-862.000	ROADSIDE MAINTENANCE	5,000.00	5,000.00	822.00	222.00	4,178.00	16.44	16.44
202-702.000-864.000	TRAFFIC CONTROLS	25,000.00	25,000.00	1,347.21	0.00	23,652.79	5.39	5.39
202-702.000-866.000	SNOW & ICE REMOVAL	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00	0.00
202-702.000-867.000	EQUIPMENT RENTAL	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
202-702.000-870.000	FORESTRY	30,000.00	30,000.00	9,555.63	3,993.25	20,444.37	31.85	31.85
202-702.000-921.000	CONTRACTUAL SERVICES	52,853.00	52,853.00	13,212.33	4,404.11	39,640.67	25.00	25.00
202-702.000-999.203	TRANSFER OUT TO LOCAL ROADS	67,056.00	67,056.00	0.00	0.00	67,056.00	0.00	0.00
Total Dept 702.000		214,917.00	214,917.00	33,075.82	9,126.97	181,841.18	15.39	15.39
TOTAL EXPENDITURES								
214,917.00		214,917.00	214,917.00	33,075.82	9,126.97	181,841.18	15.39	15.39
Fund 202 - MAJOR ROAD FUND:								
TOTAL REVENUES								
313,214.00		313,214.00	313,214.00	0.00	0.00	313,214.00	0.00	0.00
TOTAL EXPENDITURES								
214,917.00		214,917.00	214,917.00	33,075.82	9,126.97	181,841.18	15.39	15.39
NET OF REVENUES & EXPENDITURES								
98,297.00		98,297.00	98,297.00	(33,075.82)	(9,126.97)	131,372.82	33.65	33.65