



**CITY OF WALLED LAKE
REGULAR COUNCIL MEETING
Tuesday, April 19, 2016
7:30 p.m.**

PLEDGE TO FLAG & INVOCATION

ROLL CALL & DETERMINATION OF
A QUORUM

REQUESTS FOR AGENDA CHANGES

APPROVAL OF MINUTES

1. Regular Council Meeting of March 15, 2016

Pg. 2

AUDIENCE PARTICIPATION

Audience to approach the Podium, state their name and address before being authorized by the Chair to speak.

COUNCIL CONSIDERATION

1. Oath of Office administered to Police Officer David Gubry
2. Oath of Office administered to Reserve Officer Cameron Hamaker
3. Planning Commission Lot Split Recommendation - 204 Osprey

Pg. 8

MAYOR'S REPORT

1. Western Oakland County Cable Communication Authority (WOCCCA)

COUNCIL REPORT

1. Report from Trailway Management Council representative Owsinek
 - Michigan Department of Transportation Trust Fund Memorandum

Pg. 10

CITY MANAGER'S REPORT

1. Departmental / Divisional Statistical Reports
 - a. Police
 - b. Fire
 - c. Code Enforcement
 - d. Finance – Warrant Report #4-2016

Pg. 18

Pg. 21

Pg. 26

Pg. 28

CORRESPONDENCE

ATTORNEY'S REPORT

1. Executive Session to discuss pending Federal litigation: Baily Xenos Holdings, LLC, et al v. Walled Lake: Case No. 2:15-cv-12125-LJM-RSW
2. Executive Session to update on pending personnel issue
3. Executive Session to discuss labor negotiations

UNFINISHED BUSINESS

NEW BUSINESS

1. Proposed Resolution 2016-14 Oakland County Equalization Agreement For Assessing Services 2016-2019
2. Proposed Resolution 2016-15 Defer Special Meeting
3. First Reading C-324-16 Consumer's Energy Franchise Agreement

Pg. 53

Pg. 69

Pg. 71

AUDIENCE PARTICIPATION

Audience to approach the Podium, state their name and address before being authorized by the Chair to speak.

COUNCIL COMMENTS

ADJOURNMENT



**CITY OF WALLED LAKE
REGULAR COUNCIL MEETING
TUESDAY, MARCH 15, 2016
7:30 P.M.**

The Meeting was called to order at 7:30 p.m. by Mayor Ackley.

Pledge of Allegiance led by Mayor Ackley.

Invocation led by Mayor Pro Tem Ambrose

ROLL CALL: Mayor Ackley, Mayor Pro Tem Ambrose, Council Member Helke, Council Member Loch, Council Member Lublin, Council Member Owsinek, Council Member Robertson

ABSENT: None

There being a quorum present, the meeting was declared in session.

OTHERS PRESENT: City Manager Whitt, Police Chief Shakinias, Fire Chief Coomer, Finance Director Coogan, City Attorney Vanerian, Confidential Assistant Rodgers, and Deputy Clerk Stuart

REQUESTS FOR AGENDA CHANGES: None

APPROVAL OF MINUTES:

CM 03-01-16 APPROVAL OF THE FEBRUARY 16, 2016 REGULAR COUNCIL MINUTES AND THE FEBRUARY 20, 2016 SPECIAL COUNCIL MINUTES

Motion by Robertson, seconded by Lublin, **CARRIED UNANIMOUSLY:** To approve the February 16, 2016 Regular Council Minutes and the February 20, 2016 Special Council Minutes.

AUDIENCE PARTICIPATION:

Kristen Quinn, 1434 Appleford – said she is the President of the Walled Lake/Commerce Community Coalition. She said this is a local coalition that recently formed in the area and their mission is to strengthen collaboration among community partners and mobilize community wide efforts to build healthy and drug free communities. She said part of this effort is to host monthly Families Against Narcotics (FAN) meetings; they take place the fourth Tuesday every month at Market Street Church from 7-9 p.m. She said the people who attend the meetings are those that live in long-term recovery and people who have family members that struggle with the disease of addiction. She said they have been fortunate to have police officers attending as well. She said what is really important is to bring in speakers that can educate families about what they can do about the opiate epidemic. She said she is letting Council know they are here in the community.

She said the Spinal Column is printing an article in this week's edition about the opioid epidemic.

MAYOR'S REPORT

Mayor Ackley said the Wixom-Walled Lake Lions Club sent her a letter asking for Council's approval to host their annual White Cane Week Friday, Saturday and Sunday, April 22-24, 2016.

CM 03-02-16 APPROVE WIXOM-WALLED LAKE WHITE CANE WEEK FRIDAY, SATURDAY AND SUNDAY, APRIL 22-24, 2016

Motion by Lublin, seconded by Owsinek, CARRIED UNANIMOUSLY: To approve Wixom-Walled Lake White Cane Week Friday, Saturday and Sunday, April 22-24, 2016.

COUNCIL CONSIDERATION:

1. Oath of Office administered to Fire Marshal Jason Gonzalez

Ceremonial Oath of Office administered by Deputy Clerk Stuart.

2. Oath of Office administered to Police Sergeant Heather Kolke

Ceremonial Oath of Office administered by Deputy Clerk Stuart.

COUNCIL REPORT:

1. Report from Trailway Council Representative - Council Member Owsinek

Council Member Owsinek, liaison for trailway, reported that a meeting was held a week ago to interview perspective applicants for the Trail Director position. He referenced the resumes in the packet. He said the top candidates were John Hensler, Kathleen Jackson and Ernest F. (Fred) Dore. He said Mr. Dore lives in Commerce Township and Mrs. Jackson formally had the position as Trail Director. He said of the interviewees, Mr. Hensler really showed him how he cared about trails. He said he felt Mr. Hensler is a well-qualified candidate and this was his personal choice if he had to choose. He asked for Council's input and authorization to provide the trailway council with a vote.

Mayor Ackley asked if there was a preference from the other two trailway members of whom they wanted. Council Member Owsinek said Mr. Dore is a well-qualified candidate but he lives in Commerce and he has strong feelings about not having any biases towards any one community that is a part of the trailway council. He said Mr. Hensler does not live in the area and he feels he would not have any bias towards any one community.

Council Member Owsinek said his recommendation is John Hensler as his first choice and Fred Dore as his second choice.

CM 03-03-16 MOTION TO AUTHORIZE TRAILWAY REPRESENTATIVE OWSINEK THE AUTHORITY TO VOTE FOR JOHN HENSLER

**AS FIRST CHOICE AND FRED DORE AS SECOND CHOICE FOR
TRAIL DIRECTOR POSITION**

Motion by Robertson, seconded by Helke, CARRIED UNANIMOUSLY: To authorize Trailway Representative Owsinek the authority to vote for John Hensler as first choice and Fred Dore as second choice for Trail Director.

Council Member Helke asked about the job description and the 20 hour work week that is proposed. She asked if there is a cutoff date or is the contract open-ended. Council Member Owsinek said they can make it a one year contract that is required to be renewed every year. He said the other items to discuss would be that all of the professional services would have to be subject to bid acquisitions and approval for example the trailway lawyer, auditor, engineer, etc.

Mayor Ackley said this position cannot technically be filled until the trailway budget is approved. Council Member Owsinek said no. Council Member Lublin said this is an independent contractor who is a 1099 employee with no benefits.

Council Member Helke asked if the Trail Director would be allowed to go over the proposed 20 hour work week. Council Member Owsinek said if he goes over the allotted time, he will charge \$20/hr. and he felt that was reasonable.

He said the City would have to meet an April 1st application deadline. He said \$100,000 would have to come from all three trailway communities for engineering services. He said the survey initially done for the trailway did not include topographical information. He said the grant would not reimburse this. He said the trailway council would have to spend approximately \$200,000 to then apply for a \$200,000 TAP grant. He said why rush headlong into obtaining grants when the trail purchase is not even complete yet. He recommended completing the trail purchase and then move forward. He said this purchase process began in 2009, why rush now, it may take another year.

Council Member Lublin asked if there is a tentative closing date for the purchase. Council Member Owsinek said supposedly Lansing is reviewing the trailway purchase documents now.

Mayor Ackley said it would be a good idea to have the Trail Director in place first then worry about grants. Council agreed.

**CM 03-04-16 MOTION TO SUPPORT TRAILWAY REPRESENTATIVE
OWSINEK' S RECOMMENDATION TO REJECT APPLYING
FOR THE TAP GRANT AND TO WAIT UNTIL FURTHER
REVIEW BEFORE APPLYING FOR ANY GRANT UNTIL THE
TRAIL DIRECTOR POSITION IS FILLED AND PURCHASE OF
TRAIL IS COMPLETE**

Motion by Robertson, seconded by Ambrose, CARRIED UNANIMOUSLY: To support Trailway Representative Owsinek' s recommendation to reject applying for TAP Grant and wait until further review before applying for any grant until the Trail Director position is filled and the purchase of the trail is complete.

City Manager Whitt said he agrees with Council Member Owsinek. He said there are unanswered questions, issues, etc. He said the trailway council does not even own the trail yet. He said Council Member Owsinek obtained preliminary drawings from previous trailway meetings consisting of schematics of the proposed multimillion dollar bridge over M-5. He said this is a lot of money to spend; it is going to be a trail no matter how this ends.

CITY MANAGER'S REPORT:

1. Departmental / Divisional Statistical Reports

- a. Police**
- b. Fire**
- c. Code Enforcement**
- d. Finance**

- **Warrant Report #3-2016**

CM 03-05-16 TO RECEIVE AND FILE THE MONTHLY DEPARTMENTAL / DIVISIONAL STATISTICAL REPORTS

Motion by Robertson, seconded by Owsinek, CARRIED UNANIMOUSLY: To receive and file the monthly departmental / divisional statistical reports.

Council Member Helke asked why there are so many graphs and charts as part of the report. City Manager Whitt said Departments and Divisions are required to report and to be transparent. He said the public has become accustomed to receiving this information. He said the moment they are removed Council could be accused of holding back information. He said the public does review the packet information. He said clearly the reports can be adjusted to be more easily readable.

CORRESPONDENCE: None

ATTORNEY'S REPORT:

City Attorney Vanerian requested facilitator Tom Ryan attends this executive session.

- 1. Executive Session to discuss pending Federal litigation: Bailey Xenos Holdings, LLC et al v. Walled Lake: Case No. 2:15-cv-12125-LJM-RSW to include Facilitator Tom Ryan**

CM 03-06-16 REQUEST FOR EXECUTIVE SESSION TO DISCUSS PENDING FEDERAL LITIGATION: BAILEY XENOS HOLDINGS, LLC ET AL V. WALLED LAKE: CASE NO. 2:15-CV-12125-LJM-RSW TO INCLUDE FACILITATOR TOM RYAN

Motion by Owsinek, seconded by Robertson, CARRIED UNANIMOUSLY: To enter into executive session to discuss pending Federal litigation: Bailey Xenos Holdings, LLC et al v. Walled Lake: Case No. 2:15-cv-12125-LJM-RSW to include Facilitator Tom Ryan.

Roll Call Vote:

Yes: (6) Ambrose, Helke, Lublin, Owsinek, Robertson, Ackley
No: (0)
Absent: (1) Loch
Abstain: (0)

(6-0) MOTION CARRIED

2. Executive Session to discuss pending labor dispute and personnel issue

**CM 03-07-16 REQUEST FOR EXECUTIVE SESSION TO DISCUSS PENDING
LABOR DISPUTE AND PERSONNEL ISSUE**

Motion by Lublin, seconded by Owsinek, CARRIED UNANIMOUSLY: To enter into executive session to discuss pending labor dispute and personnel issue.

Roll Call Vote:

Yes: (7) Helke, Lublin, Owsinek, Robertson, Ambrose, Ackley
No: (0)
Absent: (1) Loch
Abstain: (0)

(6-0) MOTION CARRIED

3. Executive Session to discuss pending labor negotiations

**CM 03-08-16 REQUEST FOR EXECUTIVE SESSION TO DISCUSS PENDING
LABOR NEGOTIATIONS**

Motion by Lublin, seconded by Robertson, CARRIED UNANIMOUSLY: To enter into executive session to discuss pending labor negotiations.

Roll Call Vote:

Yes: (7) Lublin, Owsinek, Robertson, Helke, Ambrose, Ackley
No: (0)
Absent: (1) Loch
Abstain: (0)

(6-0) MOTION CARRIED

UNFINISHED BUSINESS: None

NEW BUSINESS:

**1. Proposed Resolution 2016-10 Approving Contract with Independent Auditor
Pfeffer, Hanniford, and Palka for 2017, 2018 and 2019**

City Manager Whitt said he did a direct negotiation with the auditors for another three years. He said they did a great job. He said the contract is substantially the same. He said he is recommending the three year contract for auditing services.

CM 03-09-16 Approve Resolution 2016-10 Approving Contract with Independent Auditor Pfeffer, Hanniford, and Palka for 2017, 2018, and 2019

Motion by Owsinek, seconded by Ambrose, CARRIED UNANIMOUSLY: To approve Resolution 2016-10 Approve Contract with Independent Auditor Pfeffer, Hanniford, and Palka for 2017, 2018, and 2019.

2. Proposed Resolution 2016-11 Confirming Appointment of Chelsea Rodgers as Deputy Treasurer

CM 03-10-16 Approve Resolution 2016-11 Confirming Appointment of Chelsea Rodgers as Deputy Treasurer

Motion by Robertson, seconded by Ambrose, CARRIED UNANIMOUSLY: To approve Resolution 2016-11 Confirming Appointment of Chelsea Rodgers as Deputy Treasurer.

*Loch arrived 8:15 p.m.

3. Proposed Resolution 2016-12 Lakes Area Youth Assistance Program Year 2016-2017

Debra Kirkwood, Chairperson of Lakes Area Youth Assistance (LAYA) said they provided Council their annual report. She said LAYA is sponsored by the Walled Lake Consolidated School District and local municipalities such as Wixom, Commerce, Walled Lake and Wolverine Lake. She said the LAYA Board provides funding for education to prevent child abuse, conflict management, team building, self-awareness, etc. She said they service 134 new counseling cases. She said it has been a difficult year with the shuffling of new case worker assigned to them from Oakland County. She asked for Councils continued support in the upcoming year. She asked Council to enlist a liaison to be on the LAYA board.

CM 03-11-16 Approve Resolution 2016-12 Lakes Area Youth Assistance Program Year 2016-2017

Motion by Owsinek, seconded by loch, CARRIED UNANIMOUSLY: To approve Resolution 2016-12 Lakes Area Youth Assistance Program Year 2016-2017

4. Proposed Resolution 2016-13 CARE Housing of Oakland County

CM 03-12-16 Approve Resolution 2016-13 CARE Housing of Oakland County

Ms. Rodgers explained this was brought to the City's attention to make the month of April a child abuse awareness month.

Motion by Lublin, seconded by Loch, CARRIED UNANIMOUSLY: To approve Resolution 2016-13 CARE Housing.

AUDIENCE PARTICIPATION: None

Mayor Ackley said Commerce Township supervisor Tom Zoner and Judy Evola will be at the next Council meeting to discuss Western Oakland County Cable Communications Authority (WOCCCA). She said they are coming because they are two of the original members of the board and they will be able to provide a brief history up to today's current position. She asked that they be placed on next month's agenda under Council Consideration.

COUNCIL COMMENTS:

Council Member Lublin said he attended the last Library Board meeting. He said Director Lobert will be attending the annual Library conference in Mackinaw. He said our library is joining the Neighborhood Library Association made up of several communities including Salem, Wixom, and South Lyon libraries to help promote literacy among a diverse population.

City Manager Whitt reminded council of the State of the Lakes scheduled for March 22, 2016 at 11:30 a.m.

Council recessed 8:35 p.m.

Council entered into executive session at 8:48 p.m.

Council rose from executive session at 9:46 p.m.

Meeting adjourned at 9:47 p.m.

Jennifer Stuart, Deputy Clerk

Linda S. Ackley, Mayor



MEMORANDUM

CITY OF WALLED LAKE

DEPARTMENT OF PLANNING AND DEVELOPMENT

City of Walled Lake · 1499 E. West Maple Road · Walled Lake, MI 48390 · (248) 624-4847

To: Council Members
From: Chelsea Rodgers, Planning Commission Admin
Re: Lot Split 204 Osprey
Date: April 19, 2016

Property owner of 204 Osprey applied to the Walled Lake Planning Commission for a lot split. Their case was reviewed at the April 12, 2019 meeting. Below is the motion recommending approval and refer to City Council for final approval.

PC 04-04-16 MOTION TO RECOMMEND APPROVAL FOR THE LOT SPLIT AT
204 OSPREY AND SENDING DIRECTLY TO CITY COUNCIL FOR
FINAL APPROVAL

February 12, 2016

Planning Commission
 City of Walled Lake
 1499 E. West Maple Road
 Walled Lake, Michigan 48390

Subject: Virginia Park Subdivision Lot Split
Plan Dated: November 23, 2015
Location: 204 Osprey Street and lot 80 of Virginia Park Subdivision #1
Zoning: R-1B Single Family Residential
Applicant: Todd Poole

Dear Planning Commissioners:

We have reviewed the lot split application involving the detachment of land from one lot to be combined to the adjacent lot. 204 Osprey Street is located at the southwest corner of Osprey Street and Conway Street. 204 Osprey Street is zoned R-1B Single Family Residential, and contains a single family residence which is a permitted use by right. The adjacent property to the south, lot 80, is vacant. The proposed lot split would shift the southern border of 204 Osprey Street northward 20 feet, resulting in a reduction of lot width from 120 feet to 100 feet along Osprey Street. Lot 80 will increase their lot width from 60 feet to 80 feet. No new lots will be created by this lot split.

The minimum required dimensions are as follows:

Table of Lot Area and Dimension Requirements					
	Required	204 Osprey Street Current	204 Osprey Street Proposed	Lot 80 Current	Lot 80 Proposed
Front Setback	30 feet	22 feet	22 feet	n/a	n/a
Side Setback	5 feet	68.66 feet	48.66 feet	n/a	n/a
Side- Total of Two	20 feet	68.66 feet	48.66 feet	n/a	n/a
Rear Setback	35 feet	45 feet	45 feet	n/a	n/a
Lot Width	80 feet	120 feet	100 feet	60 feet	80 feet
Lot Area	9,600 sq. ft.	15,360 sq. ft.	12,869 sq. ft.	14,040 sq. ft.	16,380 sq. ft.

REVIEW COMMENTS

According to the City Code, lot split proposal should be reviewed first by the Building Official, Police and Fire Chiefs, DPW Director, Assessor, City Manager, and City Planner. The Planning Commission has authority to take final action on the lot split proposal.

Section 74-110 of the City Code of Ordinances sets forth several criteria to be used when evaluating a lot split application. We have reviewed the proposed lot split based on these criteria and offer our review comments in the table on the following page:

Standard	Status of Application	Comments and Recommendations
Compliance with State Law	In compliance	Each resulting parcel meets the required depth-to-width ratio as required by a local ordinance, per Section 109(1)(b) of the Land Division Act.
Lot Dimensional Requirements	In compliance	Lot 80 does not currently meet the lot width requirements of the R-1B zoning district. The resulting lots will comply with the lot dimensional standards of the R-1B District.
Depth-to-Width Ratio	In compliance	The proposed parcels meet the 3:1 depth-to-width ratio requirement.
Division of Existing Nonconforming Parcels	In compliance	The existing parcel does not meet the minimum lot width required by the City; following the split, both parcels will be in compliance.
Access	In compliance	Both lots will have direct access to Osprey Street.
Taxes and Assessments	To be determined	The applicant must provide documentation that there are no delinquent taxes for the subject property.
Buildability	In compliance	The proposed lot split will bring lot 80 into compliance with the dimension requirements of the zoning district.
Consent of Title Holder	In compliance	The applicant has submitted a covenant deed for the subject property.
Deed Restrictions	To be determined	The applicant must note if there are any restrictions in the deed.
Easements	In compliance	Existing easements will remain.
Parking Requirements	In compliance	The parking for the existing single family home can be handled within garages and/or within the driveway.
Multiple Zoning Districts	In compliance	All property affected by the proposed land division is zoned R-1B.
Special Assessment Districts	Not applicable	No special assessments affect the parcels.

RECOMMENDATION

We recommend the Planning Commission approve the proposed lot split as presented as the proposal meets all the requirements of Section 74-110 of the City Code. The resulting lot split will bring lot 80 into compliance with the Walled Lake Zoning Ordinance.

McKENNA ASSOCIATES



John R. Jackson, AICP
 Executive Vice President

**Memorandum Agreement
Between and Among the City of Wixom and the
Commerce, Walled Lake, and Wixom Trailway Management Council, the
Charter Township of Commerce, and the City of Walled Lake
Regarding Disbursement and Use of Funds from
Michigan Department of Transportation
Transportation Alternatives Program Grant**

This Memorandum Agreement is dated as of April 1, 2016.

This is an agreement between and among the City of Wixom, 49045 Pontiac Trail, Wixom, MI 48393, the Commerce, Walled Lake, and Wixom Trailway Management Council, 2009 Township Drive, Commerce, Michigan 48390, the Charter Township of Commerce, 2009 Township Drive, Commerce, Michigan 48390, and the City of Walled Lake, 1499 East Maple Road, Walled Lake, Michigan 48390 .

Background

Effective July 9, 2009, pursuant to Michigan Public Act 7 of 1967 and Part 721 of Michigan Public Act 451 of 1994, the Cities of Walled Lake and Wixom and the Township of Commerce established the Commerce, Walled Lake, and Wixom Trailway Management Council (“Trailway Council”) by “Interlocal Agreement” for the purpose of “acquisition, construction, maintenance, and management for trailway purposes” of the right of way and certain other property of the Michigan Airline Railway located in the three participating municipalities in Oakland County Michigan. The Trailway Council has applied and been approved for a grant from the Michigan Department of Natural Resources Trust Fund (“MDNRTF”) to partially pay for the acquisition costs of the abandoned Michigan Airline Railway right of way in all three participating communities extending from Haggerty Road on the east to Wixom Road on the west (hereafter

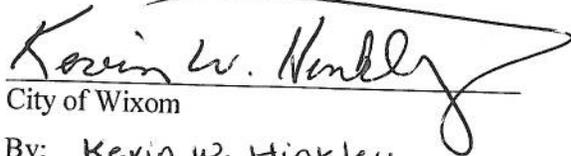
the “Proposed Trailway”). Funds for the remaining acquisition costs are being sought from the Transportation Alternative Program (“TAP”) administered by the Michigan Department of Transportation (“MDOT”). Because the Trailway Council is not itself an eligible applicant for a TAP grant, the Trailway Council, exercising those powers granted to it by Public Act 7, Public Act 451, and the Interlocal Agreement establishing the Trailway Council, requested that the City of Wixom, on its behalf, apply for a TAP grant to pay those acquisition costs not funded by the MDNRTF grant. In connection with the City of Wixom’s application for a TAP grant, MDOT has requested a written agreement between the Trailway Council and the City of Wixom confirming that any funds paid to the City of Wixom pursuant to the TAP grant application will be applied toward the acquisition costs of the Michigan Airline Railway right of way and that the City of Wixom as grantee of TAP funds will have appropriate rights and authority over the property being acquired to insure that the TAP funds are applied to their proper purpose.

Agreement

The City of Wixom, the City of Walled Lake, the Charter Township of Commerce, and the Trailway Council pursuant to Michigan Public Act 7 of 1967, Part 721 of Michigan Public Act 451 of 1994, and the Interlocal Agreement between and among the Township of Commerce, City of Walled Lake, and City of Wixom (effective July 9, 2009) hereby agree as follows:

1. The City of Wixom shall utilize TAP grant funds advanced to it from MDOT, in connection with the CW2 Airline Trailway, for the sole purpose of repaying funds advanced by the Trailway Council to pay that portion acquisition costs of the

- Michigan Airline Railway right of way not paid by proceeds from the MDNRTF grant in Project TF 11-123.
2. The Trailway Council shall utilize the TAP grant proceeds paid to it by the City of Wixom, in accordance with paragraph 1 hereof, solely for the purpose of reimbursing Trailway Council members' advances made exclusively for the purpose of funding the purchase of the Michigan Airline Railway right of way.
 3. The City of Wixom and the Trailway Council agree to return to MDOT any funds from the TAP grant not utilized for the purposes set forth in herein.
 4. The City of Wixom, the City of Walled Lake, and the Charter Township of Commerce shall have the right to enter the Proposed Trailway property for purposes of acquisition, construction, and maintenance of the proposed trail in accordance with the provisions of the Interlocal Agreement among them.
 5. This Memorandum Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.


City of Wixom

By: Kevin W. Hinkley

Its: Mayor

Date: 4/12/16

City of Walled Lake
By: _____
Its: _____
Date: _____

Charter Township of Commerce
By: Thomas K. Zoner
Its: Supervisor
Date: _____

Commerce, Walled Lake, and Wixom Trailway Management Council
By: _____
Its Administrator
Date: _____

**RESOLUTION 2016-03 OF THE CITY COUNCIL
OF THE CITY OF WIXOM
AUTHORISING ADVANCEMENT OF FUNDS TO THE
COMMERCE, WALLED LAKE, & WIXOM TRAILWAY MANAGEMENT COUNCIL**

At the regular meeting of the City Council of the City of Wixom, County of Oakland, Michigan, held on the 26th day of January 2016, at City Hall at 7:00 p.m.

PRESENT: Beagle, Gottschall, Hinkley, Kennedy, Smiley, Ziegler

ABSENT: Rzeznik

The following preamble and resolution were offered by Councilmember Beagle and supported by Councilmember Gottschall.

WHEREAS, on August 22, 2012 the Commerce, Walled Lake, and Wixom Trailway Management Council ("Trailway Council") was informed by the Michigan Department of Natural Resources ("MDNR") that a Michigan Natural Resources Trust Fund ("MNRTF") Grant in amount up to \$3,755,400 was being offered to the Trailway Council for acquisition of the Michigan Airline Railroad right-of-way, subject to execution of a MNRTF Land Acquisition Project Agreement ("Project Agreement") and commitment to a 25 percent local match, and;

WHEREAS, pursuant to the terms of the Project Agreement, an appraisal of the Michigan Airline Railroad right-of-way was completed and the MDNR informed the Trailway Council that it established a market value for the Michigan Airline Railroad right-of-way in the amount of \$2,610,000, and;

WHEREAS, the Trailway Council has submitted a proposed closing package to the MDNR for its review and approval requesting funding of the purchase of the Michigan Airline Railroad right-of-way for \$2,610,000 together with certain allowable closing costs and reimbursable expenses, and;

WHEREAS, the City of Wixom, on behalf of the Trailway Council, has requested and been approved for a Transportation Alternatives Program (TAP) grant from the Michigan Department of Transportation ("MDOT") to fund the 25 percent local share of the acquisition cost of the Michigan Airline Railroad right-of-way, and;

WHEREAS, the Trailway Council was recently informed that the MDOT TAP grant will be a "reimbursement grant" payable to the Trailway Council only after closing. As a consequence the Trailway Council must provide funding at closing for:

1. The 25 percent of acquisition costs to be reimbursed post closing by MDOT
2. 10 percent of the grant approved by the MNRTF which is to be reimbursed after the final audit of the closing documents has been approved by the MDNR.

WHEREAS, at the request of the Trailway Council, each of the three communities comprising the Trailway Council previously committed to advance funds for a period not to exceed 120 days as necessary to replace the required MNRTF 10% escrow funding hold back, and;

WHEREAS, the Trailway Council at its December 16, 2015 meeting voted to request each participating community commit to advancing necessary funds (up to a total of \$900,000) to be used to pay the 25 percent local match of the MNRTF grant expected to be reimbursed by the MDOT TAP grant that is payable post-closing. The final amount of requested advances cannot be determined until MDNR approves the proposed closing documents. Contributions requested were based on percentage of right-of-way in each community:

Commerce Township 50 percent or up to \$450,000
City of Wixom 25 percent or up to \$225,000
City of Walled Lake 25 percent or up to \$225,000

NOW, THEREFORE, BE IT RESOLVED THAT: the city treasurer is directed to advance to the Trailway Council up to the sum of \$225,000 at its request without interest, for a period not greater than 120 days, to be utilized as the City's share of the Trailway Council's local match for acquisition of the Michigan Airline Railroad right-of-way. The funds advanced shall come from the Land Acquisition Fund account.

It is further resolved that advance of funds shall be conditioned upon execution of an agreement in appropriate form with the Trailway Council guaranteeing repayment in accordance with the terms of this resolution.

AYES : (6) Beagle, Gottschall, Hinkley, Kennedy, Smiley, Ziegler

NAYS: (0)

ABSENT: (1) Rzezniak

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

I, the undersigned duly qualified City Clerk of the City of Wixom, Oakland County, Michigan, do hereby certify the foregoing is a true and complete copy of the proceedings taken by the City Council of the City of Wixom held on the 26th day of January 2016.

Catherine Buck, Clerk
City of Wixom

Dated: January 13, 2016



Monthly Report

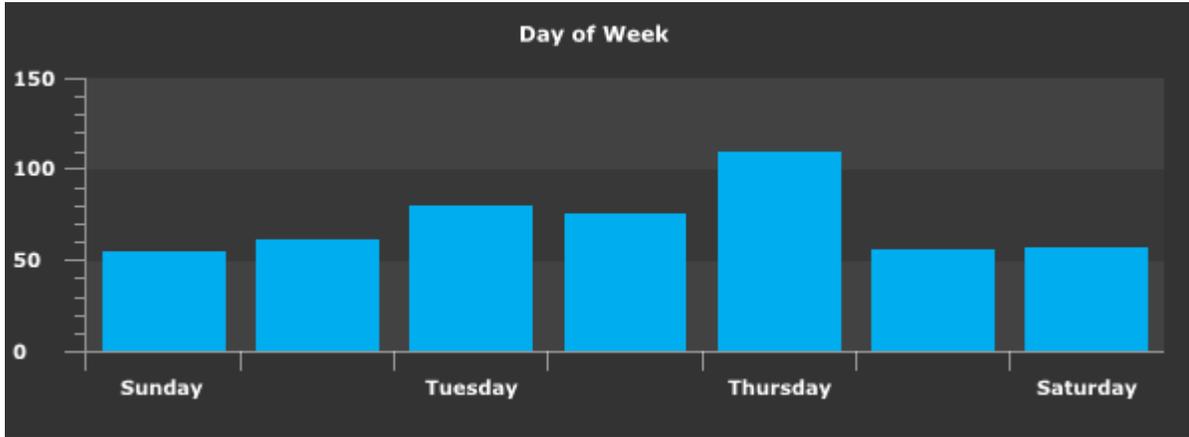
Department of Public Safety • Police Division
1499 East West Maple Road • Walled Lake, Michigan 48390 • (248) 624-3120

To: L. Dennis Whitt, City Manager
From: Paul Shakinas, Police Chief
Re: March 2016 Month End Report
Date: April 15, 2016

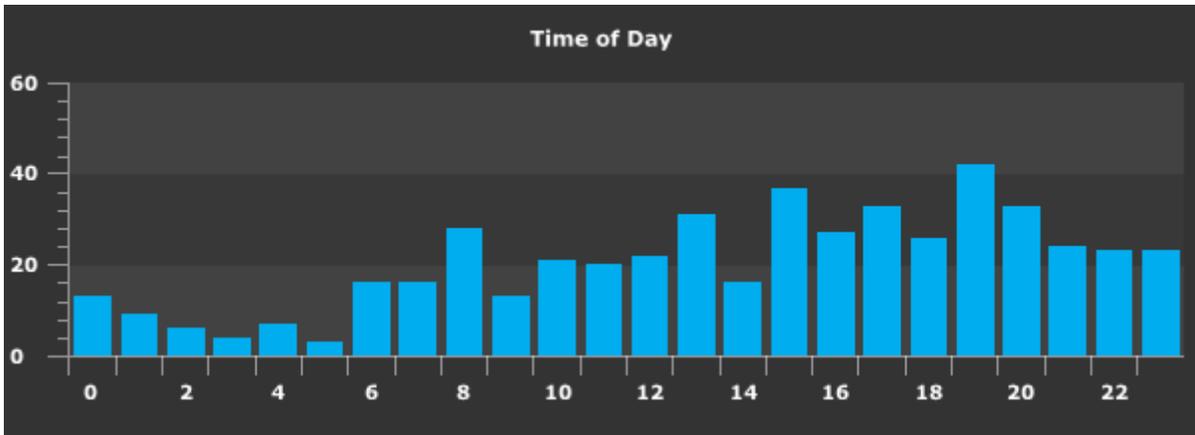
Attached you will find a report of activities as they relate to the Walled Lake Police Department for the month of March 2016.

- Heather Kolke Promoted to Sergeant on March 9th
- Sergeant Kolke attended Pistol & Shotgun Instructor training at Schoolcraft Community College
- Sergeant Kolke attended Taser Instructor training at Garden City Police Department
- Provided Police services for the Passion for Life 5K event. This year the event set a new record of 1303 runners and appears to be one of the largest 5k events in the state. We had 8 reserve officers along with 3 police officers work the event.
- We had 15 cases assigned to the Detective along with his previous cases. He arraigned 5 prisoners at district court, completed 1 background investigation and handled his normal Tuesday caseload at 52-1 district court.
- Provided Police Services for the Easter egg hunt in Sims Park. Well attended event with no incidents
- On Good Friday a Commercial truck had his boom extended on Decker Road. Took 3 power poles down and broke another 2. Issued a Citation for being over height
- Have 3 Police applicants in background investigation

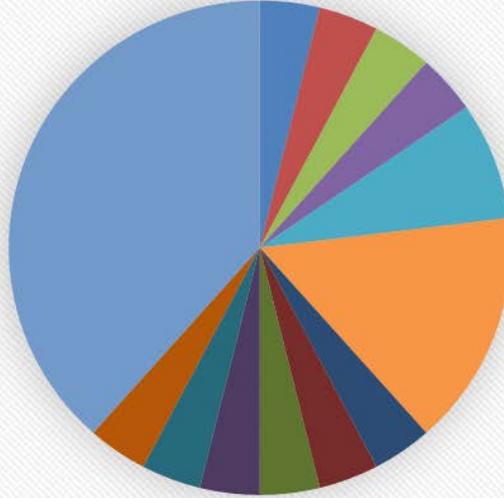
March Call Volume by day



March Call Volume by Time



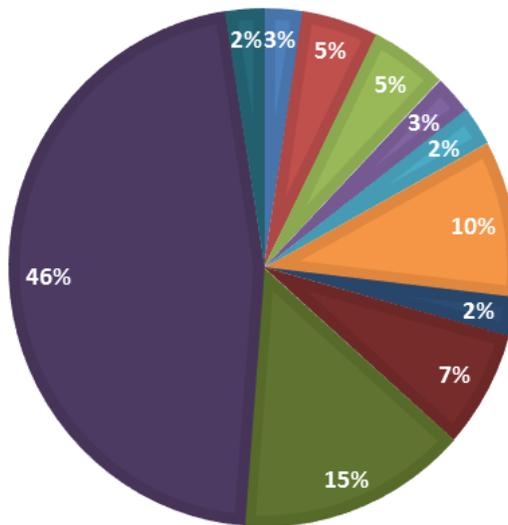
March Citations Issued



- | | | |
|-------------------------|---|--|
| ■ Over Height Load | ■ Domestic Violence | ■ Drove While License Expired/Canceled |
| ■ Controlled Substances | ■ Failed to Stop Assured Clear Distance | ■ Impeded Traffic |
| ■ Improper Load | ■ Larceny | ■ No Proof of Insurance |
| ■ Open Intox | ■ Obstruct Police | ■ Expired Plates |
| ■ Speeding | | |

MARCH OFFENSE SUMMARY

- | | | | |
|-------------------------|----------------------|-----------------------------|-----------------------|
| ■ Forgery/Conterfeiting | ■ Damage to Property | ■ Assault - Simple | ■ Extortion-Blackmail |
| ■ Drug Offenses | ■ Larceny | ■ Obstructing Justice | ■ Retail Fraud |
| ■ Family Offense | ■ Accident | ■ Violation of Public Peace | |



Walled Lake Fire Department Monthly Report

March 2016

April 13, 2016

TO: L. Dennis Whitt-City Manager

FROM: James Coomer- Fire Chief

RE: Summary of Fire Activities for the Month of March 2016

Attached you will find a report of activities as they relate to the Walled Lake Fire Department for the Month of March 2016.

- Probationary Firefighters Ted Dearing and Trace Tretinik completed the Emergency Medical Technician academy at Waterford Fire Department. This course was 300 hours that included hospital and ambulance clinical time. They will take the national registry exam in April and will receive their State of Michigan EMT licenses.
- Training this month included forcible entry techniques and Medical Toxicology and substance abuse. EMS Continue Education credits assist firefighter/EMT in maintaining their EMS License. Every three years EMT are required to renew their licenses and are required to have 33 continue education credits. We have 15 Basic EMT and 4 paramedics on the Department.
- Fire Department assisted the Parks and Recreation in Easter egg hunt at Simms Park.
- We have two probationary firefighters that are scheduled for the Highland Fire Academy starting May 4, 2016.
- Fire Marshal Gonzalez is conducting fire inspections and reviewing construction plans for new businesses.
- Captain Salow has been working on designing plans for the Department new ambulance.

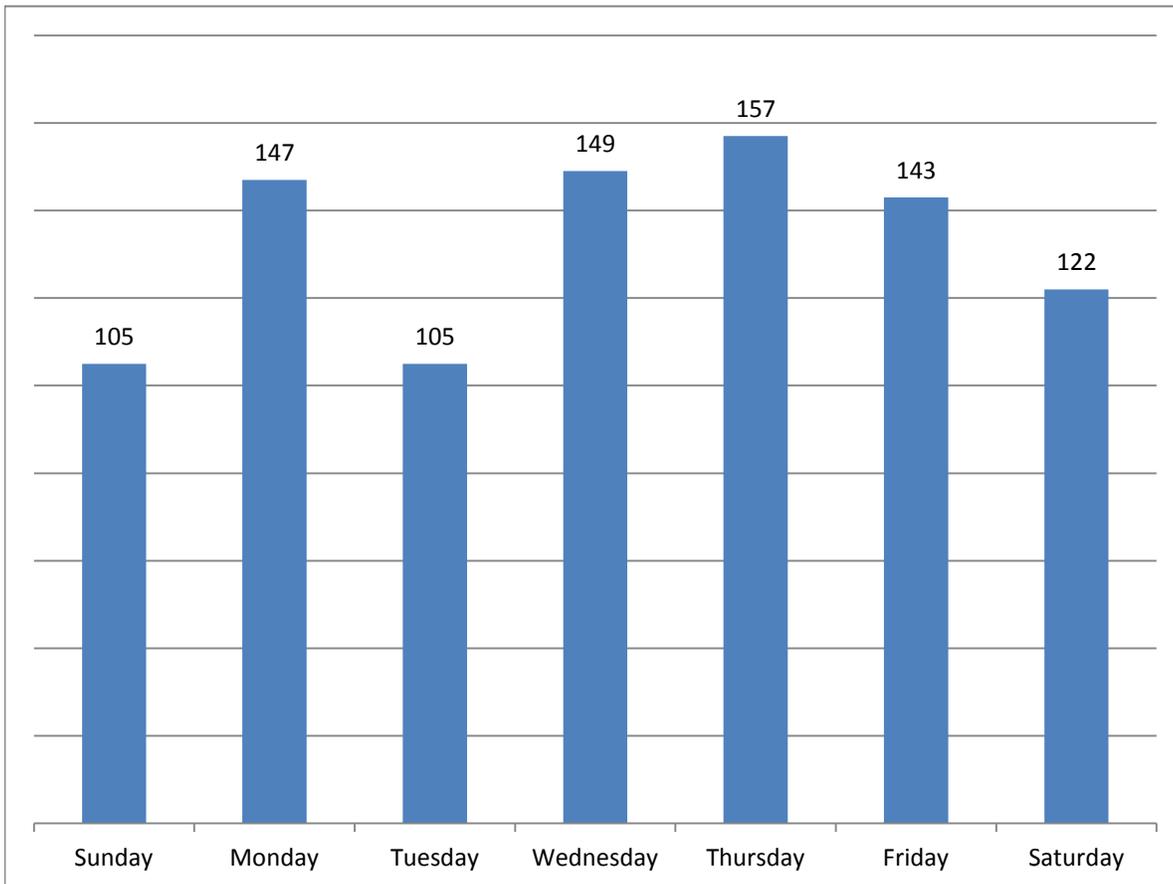
**WALLED LAKE FIRE DEPARTMENT
INCIDENT TYPE
JANUARY 2016 THROUGH FEBRUARY 2016**

TYPE OF CALL	TOTAL	PERCENT
111 - Building fire	4	1.69%
113 - Cooking fire, confined to container	1	0.42%
131 - Passenger vehicle fire	2	0.84%
143 - Grass fire	1	0.42%
Total - Fires	8	3.38%
321 - EMS call, excluding vehicle accident with injury	119	50.21%
322 - Vehicle accident with injuries	5	2.11%
324 - Motor vehicle accident with no injuries	5	2.11%
350 - Extrication, rescue, other	1	0.42%
Total - Rescue & Emergency Medical Service In	130	54.85%
411 - Gasoline or other flammable liquid spill	1	0.42%
412 - Gas leak (natural gas or LPG)	6	2.53%
424 - Carbon monoxide incident	4	1.69%
442 - Overheated motor	1	0.42%
444 - Power line down	5	2.11%
Total - Hazardous Conditions (No fire)	17	7.17%
500 - Service Call, other	2	0.84%
511 - Lock-out	1	0.42%
552 - Police matter	3	1.27%
553 - Public service	5	2.11%
554 - Assist invalid	25	10.55%
561 - Unauthorized burning	2	0.84%
571 - Cover assignment, standby, moveup	6	2.53%
Total - Service Call	44	18.57%
600 - Good intent call, other	9	3.80%
611 - Dispatched & cancelled en route	2	0.84%
631 - Authorized controlled burning	1	0.42%
651 - Smoke scare, odor of smoke	4	1.69%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.42%
Total - Good Intent Call	17	7.17%
700 - False alarm or false call, other	1	0.42%
7001 - False Alarm - Medical	7	2.95%
730 - System malfunction, other	2	0.84%
731 - Sprinkler activation due to malfunction	1	0.42%
733 - Smoke detector activation due to malfunction	2	0.84%
735 - Alarm system sounded due to malfunction	2	0.84%
740 - Unintentional transmission of alarm, other	3	1.27%
741 - Sprinkler activation, no fire - unintentional	1	0.42%
9001 - Dispatch Error	2	0.84%
Total - Special Incident Type	2	0.84%
Total for Station	237	100.00%

**WALLED LAKE FIRE DEPARTMENT
INCIDENT STATISTICS
MARCH 2016**

INCIDENT TYPE	March	2016	2015	2014
TOTAL INCIDENTS	85	237	896	822
FIRE	4	8	38	33
EMS/Rescue	44	130	485	506
Hazardous Condition	5	17	56	51
Service calls/Good intent	27	61	240	202
False Calls	5	17	77	90
Ambulance transports	5	14	101	154
Mutual Aid information				
Auto Aid Given	2	4	15	18
Auto-Aid Received	0	0	5	17
Mutual Aid Given	1	12	17	21
Mutual Aid Received	3	4	7	5
Response Time/Staff				
Average Response Time	4:15	4:18	4:50	5:01
Average Staff Per Call	3.35	3.64	3.7	4.6

INCIDENT BY DAY OF WEEK APRIL 1, 2015 THROUGH MARCH 31, 2016

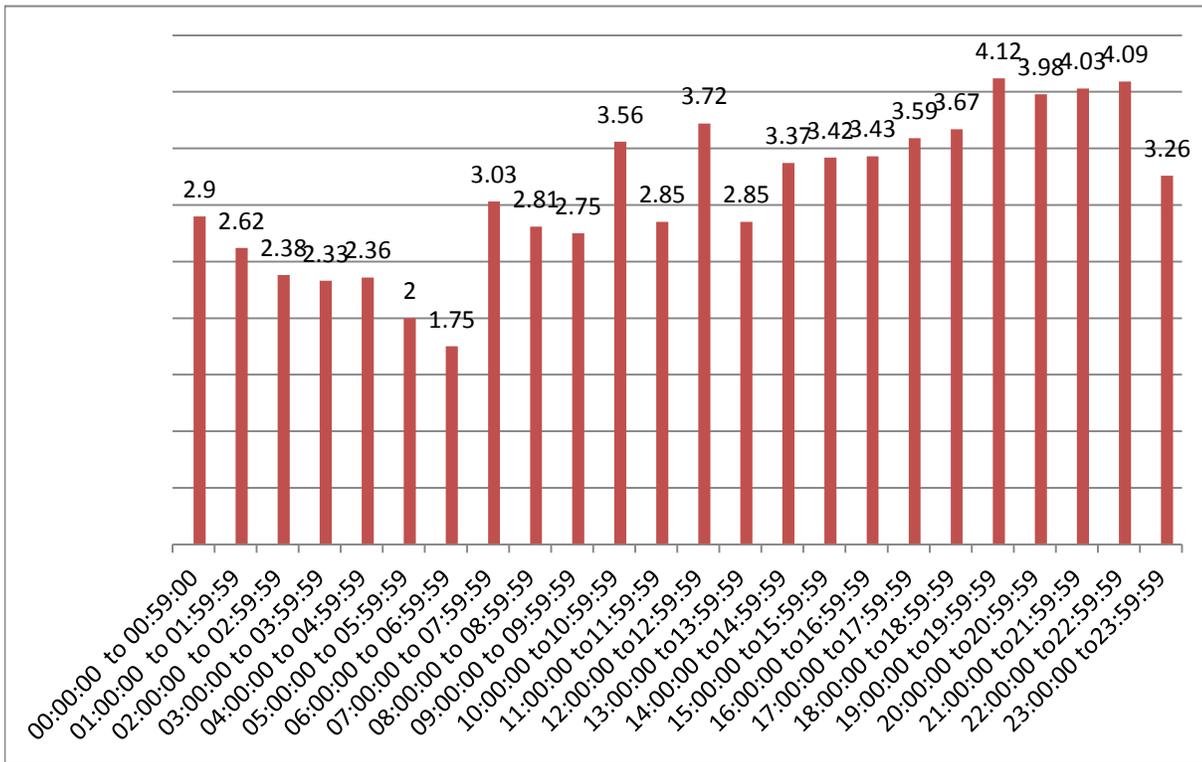


WALLED LAKE FIRE DEPARTMENT

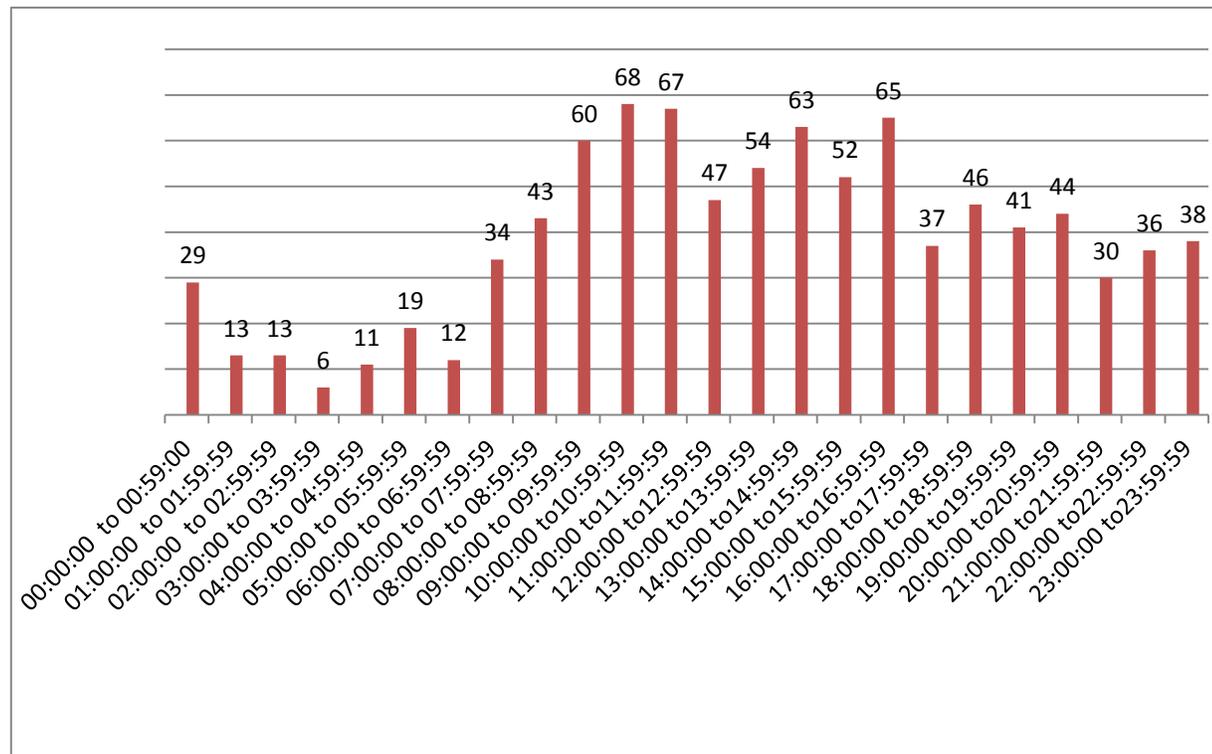
INCIDENT STATISTICS

MARCH 2016

AVERAGE RESPONDER BY HOUR OF DAY APRIL 1, 2015 THROUGH MARCH 31, 2016



INCIDENT BY TIME OF DAY APRIL 1, 2015 THROUGH MARCH 31, 2016



**WALLED LAKE FIRE DEPARTMENT
APPARATUS AND EQUIPMENT
MARCH 2016**

Apparatus	Mileage	Last Month	Total Miles	YTD Miles
Utility 1	40,112	39,726	386	941
Rescue 1	24,174	24,094	80	151
Bravo 1	37,195	36,962	233	507
Engine 23	31,192	31,149	43	284
Ladder 1	27,658	27,568	90	213

APPARATUS

Engine 23 new fuel tank ordered awaiting install .
 Engine 23 Road to Pump gears worn out. Parts ordered awaiting install.
 Ambulance EGR sensor valve replaced.
 Ladder 1 compartment lift springs replaced on one compartment.
 Ladder 1 seat mounted SCBA bracket repaired.
 Ladder 1 seat belts ordered from Halt.
 Ladder 1 Warning lights wiring harness ordered.

RADIOS

New prep radio batteries and chargers ordered to replace 2010 batteries.
 Attended radio oversight committee meeting.
 Ordered new pager batteries.

EQUIPMENT

Replaced station overhead vehicle air hose.
 Prepared turnout gear specs for purchase bids.
 Repaired Holmatro Rescue tool power unit.
 Ordered new suspenders for turnout gear.





L. DENNIS WHITT
CITY MANAGER

JOHN JACKSON
CONSULTANT PLANNER

JIM WRIGHT
CONSULTANT BUILDING
OFFICIAL

JEFF RONDEAU
CODE ENFORCEMENT

**DEPARTMENT OF
PLANNING & DEVELOPMENT**

CITY OF WALLED LAKE, MICHIGAN
1499 E. WEST MAPLE
WALLED LAKE, MI 48390
(248) 624-4847

jrondeau@walledlake.com

April 4, 2016

Ordinance Enforcement Status Report March 2016

Stopped Contractors installing windows at commercial building without required permits now in compliance

Three citations written to residential property owner about blight old pool, old boat and air conditioner sitting in front yard, next citation will be to appear in court.

Resident asked to remove trash and debris from front yard he complied.

Old train station Red tagged with danger unsafe building tags, and owner sent a letter giving 10 days to secure. Unsafe building in property maintenance code

Two heating and cooling contractors stopped and asked to get required permits both complied

Notice left at residence to repair fascia boards on garage that were rotted, he complied

Generator and construction trailer at major construction site red tagged for not having required electrical permits. Now in compliance

Business owner asked to apply for final building permit approval, failed, will follow up

Red tagged several cars at gas station, stored on adjoining property all removed or licensed

Found business that did a major renovation over the weekend and changed their use, building official will pursue with a business change inspection and approve or deny change and construction that was done without permits.

Red tagged five cars in apartment complex for not being licensed. While there had complaint from tenant about problem with the steps at her building found top step to be 12'' high unsafe condition. Called owner and she said she will make repairs, I will follow up.

Called another apartment complex about several cars tagged and not in compliance, management had three towed to impound.

Communicated with property owner about his garage that is bare wood and not protected from the elements will send letter citing ordinance in property maintenance code

Asked business owner to remove all Saint Patrick 's Day decorations from the city right of way he complied

Found unpermitted digital display board light up and working at local bar, Red tagged it and unplugged it as well. It has been removed

Court appearance required for business owner after several red tagges and citations concerning unlicensed vehicles on his property. Judge required him to install the proper registration tag on his car in parking lot before dismissing the case.

Met with new business owners about a special land use approval for outdoor sales, explained to them what the planning commission approved, and gave them copies of the minutes, to be sure there will be no confusion.

Jeffrey J. Rondeau
Ordinance Enforcement Officer
City of Walled Lake



City of Walled Lake

April 19, 2016

GOVERNMENT WIDE EXPENDITURES

CHECK NUMBERS: 109349- 109492

ACH PAYMENTS: March 2016

	<u>Checks</u>	<u>ACH</u>	<u>Total</u>
GENERAL FUND	186,162.15	371.90	186,534.05
MAJOR ROADS FUND	253.00		253.00
LOCAL ROADS FUND	173.65		173.65
DRUG FORFEITURE	2,381.99		2,381.99
LIBRARY FUND	9,592.78		9,592.78
DEBT SERVICE FUND	125.00		125.00
DDA FUND	6,464.55		6,464.55
TRANSPORTATION FUND	9,075.85		9,075.85
REFUSE FUND	50,911.17		50,911.17
WATER & SEWER FUND	769,044.60		769,044.60
TRUST AND AGENCY	4,035.48		4,035.48
INTERNAL SERVICE INSURANCE	11,827.78	-	11,827.78
RETIREE HEALTH CARE	5,217.88	-	5,217.88
VENDOR EXPENDITURES	1,055,265.88	371.90	1,055,637.78

WARRANT REPORT 4-2016

PAGE 2 OF 2

Payroll Dates: 3/24/16, 4/7/16

DEPARTMENT	TOTAL	
	OVERTIME	PAY IN LIEU
City Manager	\$ -	\$ -
Finance	\$ -	\$ -
General	\$ 536.19	\$ -
Clerk	\$ 692.31	\$ -
Transportation	\$ -	\$ -
Police	\$ 1,558.16	\$ 1,200.00
Fire	\$ 426.92	\$ -
Public Works	\$ 1,135.44	\$ -
Library	\$ -	\$ -
	<u>\$ 4,349.02</u>	<u>\$ 1,200.00</u>
EXPENSE ALLOWANCE/REIMBURSEMENTS	\$ 5,534.00	
SALARY & WAGES	\$ 157,748.60	
PAY IN LIEU	\$ 1,200.00	
OVERTIME	\$ 4,349.02	
GROSS PAYMENTS	\$ 168,831.62	
EMPLOYER FICA	\$ 12,452.04	
EMPLOYER PENSION	\$ 33,889.57	
EMPLOYER OPEB	\$ 2,279.00	
PAYROLL EXPENSES	\$ 48,620.61	
PERSONNEL EXPENDITURES	\$ 217,452.23	
VENDOR EXPENDITURES	\$ 1,055,637.78	
April 19, 2016	REPORTED EXPENDITURES	\$ 1,273,090.01

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
02/19/2016	PAYAB	109250	51327	ALLIE BROTHERS INC	UNIFORMS	731-000	300	29.50
			51445		UNIFORMS	807-000	300	349.47
				CHECK PAYAB 109250 TOTAL FOR				<u>378.97</u>
02/19/2016	PAYAB	109251	420703	ANGELO'S SUPPLIES	PARTS - TRUCK 5	933-000	441	320.10
02/19/2016	PAYAB	109253*#	107433	BOSS ENGINEERING	ENGINEERING SERVICES	817-000	801	200.00
			106855		ENGINEERING SERVICES	817-000	801	200.00
			106855		ENGINEERING SERVICES	970-001	900	200.00
				CHECK PAYAB 109253 TOTAL FOR				<u>600.00</u>
02/19/2016	PAYAB	109254	053017	BRONNER'S CHRISTMAS DECOR	CHRISTMAS DECORATIONS	891-000	690	244.18
			052996		CHRISTMAS DECORATIONS	891-000	690	745.26
				CHECK PAYAB 109254 TOTAL FOR				<u>989.44</u>
02/19/2016	PAYAB	109255	21930	G.E.B. COLLISION, INC	PARTS/SUPPLIES	939-000	335	137.38
02/19/2016	PAYAB	109256	BORMTG072214	GUNTHER, RICHARD	BOARD OF REVIEW MTG JULY 2014	713-000	247	100.00
02/19/2016	PAYAB	109257	WIT020816	JAY S WITHERELL	SERVICE - C. DOWELL	829-000	335	400.00
02/19/2016	PAYAB	109258	20982	JK LOCKSMITH CO LLC	SERVICE - LOCKS	934-000	335	374.50
02/19/2016	PAYAB	109259	39512	MEGA PRINTING	PRINTING SERVICES	900-000	335	71.95
02/19/2016	PAYAB	109261*	OAK013116	OAKLAND COUNTY TREAS CASH BLD TAXES		403-003	000	2,078.88
02/19/2016	PAYAB	109262	636086-0	OFFICE CONNECTION	OFFICE SUPPLIES	727-000	218	105.57
			C 630407-0			727-000	218	(38.59)
				CHECK PAYAB 109262 TOTAL FOR				<u>66.98</u>
02/19/2016	PAYAB	109264	60970	SAFeway SHREDDING	SHREDDING SERVICE	829-000	218	195.00
02/26/2016	PAYAB	109268	128294	CERTIFIED OVERHEAD DOOR SERVICE	EQUIPMENT PARTS	933-000	300	375.00
02/26/2016	PAYAB	109269#	WAL-012616-000982	CITY OF WALLED LAKE		923-000	218	553.66
			WAL013116-002784		WATER	923-000	335	49.62
			WAL123015-002293		WATER	923-000	441	1,333.97
				CHECK PAYAB 109269 TOTAL FOR				<u>1,937.25</u>
02/26/2016	PAYAB	109272	25831	G.E.B. COLLISION, INC	SERVICE	939-000		179.22

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
02/26/2016	PAYAB	109275*#	721143-00	MADISON ELECTRIC COMPANY	DPW BLD LIGHTS	934-000	441	186.27
			102615CR		SOFTWARE ERROR APPLIED CREDIT 2X	933-000	448	157.88
			7924315-80		WELCOM SIGN LIGHTS	921-000	732	8.08
				CHECK PAYAB 109275 TOTAL FOR				<u>352.23</u>
02/26/2016	PAYAB	109276*#	1203765	MADISON NATIONAL LIFE INSURAN	INSURANCE - MARCH, 2016	718-000	300	328.00
			1203765		INSURANCE - MARCH, 2016	718-000	300	27.49
				CHECK PAYAB 109276 TOTAL FOR				<u>355.49</u>
02/26/2016	PAYAB	109278*#	18301309	MILLENIUM BUSINESS SYSTEMS	COPIER SERVICE	727-000	218	87.85
			18154621		COPIER SERVICE	727-000	218	53.62
				CHECK PAYAB 109278 TOTAL FOR				<u>141.47</u>
02/26/2016	PAYAB	109279	958953521-167	NEXTEL SPRINT	PHONE SERVICE	920-000	300	205.06
03/04/2016	PAYAB	109281*#	17504	ALLIANCE WINDOW CLEANING	WINDOW CLEANING	934-000	218	150.00
03/04/2016	PAYAB	109283*#	857286336-021216	AT&T LONG DISTANCE	LONG DISTANCE	920-000	218	64.62
			857286336-021216		LONG DISTANCE	920-000	253	17.23
			857286336-021216		LONG DISTANCE	920-000	253	0.02
			857286336-021216		LONG DISTANCE	920-000	300	43.08
			857286336-021216		LONG DISTANCE	920-000	335	12.92
			857286336-021216		LONG DISTANCE	920-000	371	64.62
			857286336-021216		LONG DISTANCE	920-000	441	21.54
				CHECK PAYAB 109283 TOTAL FOR				<u>224.03</u>
03/04/2016	PAYAB	109289	201271022498	CONSUMERS ENERGY	UTILITY - 01/19/16 - 02/13/16	922-000	218	859.26
03/04/2016	PAYAB	109290	201804930458	CONSUMERS ENERGY	UTILITY - 01/19/16 - 02/13/16	922-000	335	650.06
03/04/2016	PAYAB	109291	201271022497	CONSUMERS ENERGY	UTILITY - 01/19/16 - 02/13/16	922-000	441	263.84
03/04/2016	PAYAB	109293	DTE021516-0111	DTE ENERGY	UTILITY - 01/14/16 - 02/15/16	921-000	300	833.54
03/04/2016	PAYAB	109294	DTE021516-0019	DTE ENERGY	UTILITY - 01/14/16 - 02/15/16	921-000	441	800.65
03/04/2016	PAYAB	109295	DTE021516-0285	DTE ENERGY	UTILITY - 01/14/16 - 02/15/16	921-000	335	766.43
03/04/2016	PAYAB	109296	DTE021516-0017	DTE ENERGY	UTILITY 01/14/16 - 02/15/16	921-000	218	404.06
03/04/2016	PAYAB	109297	DTE021516-0145	DTE ENERGY	UTILITY - 01/15/16 - 02/15/16	924-000		

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
03/04/2016	PAYAB	109300	DTE021516-0178	DTE ENERGY	UTILITY 12/11/15 - 02/15/16	921-000	732	33.87
03/04/2016	PAYAB	109301	DTE021516-0293	DTE ENERGY	UTILITY - 12/11/15 - 02/15/16	921-000	690	43.25
03/04/2016	PAYAB	109302	DTE021516-0129	DTE ENERGY	UTILITY - 11/11/15 - 02/15/16	921-000	690	35.64
03/04/2016	PAYAB	109306	004753400	GALLS INCORPORATED	UNIFORMS	731-000	300	221.83
03/04/2016	PAYAB	109307	327-123966 327-123818	GLENDALE AUTO SUPPLY	PARTS/SUPPLIES PARTS/SUPPLIES	728-000 939-000	441 441	1.51 9.29
				CHECK PAYAB 109307 TOTAL FOR				<u>10.80</u>
03/04/2016	PAYAB	109308	JOY021816 JOY021716	JANELL JOYCE	EASTER CANDY EASTER CANDY	892-000 892-000	690 690	206.40 218.90
				CHECK PAYAB 109308 TOTAL FOR				<u>425.30</u>
03/04/2016	PAYAB	109310	607443-0	LB OFFICE SUPPLY & FURNITURE	OFFICE SUPPLIES	727-000	300	325.46
03/04/2016	PAYAB	109311#	MCK021216 MCK021216 MCK021216	MCKENNA ASSOCIATES INC	CONSULTANT SERVICES - JANUARY. 2016708-002 CONSULTANT SERVICES - JANUARY. 2016828-000 CONSULTANT SERVICES - JANUARY. 2016817-000	371 371 801		1,200.00 675.00 1,250.00
				CHECK PAYAB 109311 TOTAL FOR				<u>3,125.00</u>
03/04/2016	PAYAB	109312	791-62133	MICH. DEPT OF AGRICULTURE & RSERVICE	CALIBRATION	933-000	300	145.00
03/04/2016	PAYAB	109313	MIC022216	MICHIGAN DEPARTMENT OF STATE	LICENSE PLATE RENEWAL	939-000	300	26.00
03/04/2016	PAYAB	109314	165325	MICHIGAN POLICE EQUIPMENT CO	PARTS/SUPPLIES - BATTERIES	728-000	300	68.00
03/04/2016	PAYAB	109315	MMT-2016DW MMT2016-JS	MMTA BRUCE MALINCZAK	MEMBERSHIP - 2016 - D. WHITT MEMBERSHIP - 2016 - J. STUART	806-000 806-000	253 253	50.00 50.00
				CHECK PAYAB 109315 TOTAL FOR				<u>100.00</u>
03/04/2016	PAYAB	109316*#	1282701 1282701 1282701 1282701 1282701 1282701 1282701	SECREST WARDLE LYNCH ET AL	LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES	813-000 813-001 813-950 814-000 815-000 817-001 869-000	211 211 211 211 211 211 211	3,608.00 561.00 264.00 4,224.00 187.00 413.00 153.18

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
CHECK PAYAB 109316 TOTAL FOR								9,410.18
03/04/2016	PAYAB	109318*#	SPE021516	SPEEDWAY SUPERAMERICA LLC	GAS - 01/18/16 - 02/15/16	732-000	172	19.84
			SPE021516		GAS - 01/18/16 - 02/15/16	732-000	300	1,023.97
			SPE021516		GAS - 01/18/16 - 02/15/16	732-000	371	53.27
			SPE021516		GAS - 01/18/16 - 02/15/16	732-000	441	268.48
CHECK PAYAB 109318 TOTAL FOR								1,365.56
03/04/2016	PAYAB	109319	SI1426922	TASER INTERNATIONAL	PARTS/SUPPLIES	728-000	300	123.36
03/04/2016	PAYAB	109320	9759410142	VERIZON WIRELESS	PHONE SERVICE	920-000	335	58.38
03/04/2016	PAYAB	109321#	WLS021616	WALLED LAKE SCHOOL EMP FCU	STATEMENT - 02/16/16	806-000	253	50.00
			WLS021616		STATEMENT - 02/16/16	728-000	371	106.00
			WLS021616		STATEMENT - 02/16/16	958-000	441	202.50
CHECK PAYAB 109321 TOTAL FOR								358.50
03/04/2016	PAYAB	109322	GAR011516	BARBARA GARBUTT	REPLACEMENT OF CHECK 103912 -- 05/1203-050		000	272.41
03/04/2016	PAYAB	109323	ROC022616	CHRIS ROCKSTAD	MAILBOX REPLACEMENT	728-000	441	50.32
03/04/2016	PAYAB	109324	COM020716-2016	COMCAST	PARTS/SUPPLIES	728-000	335	3.21
03/04/2016	PAYAB	109326	P2016-378	EMERGENCY SERVICES MARKETING	PHONE USAGE 01/01/15 - 12/31/15	920-000	335	7.76
03/04/2016	PAYAB	109327	CHCS313262	SHUMAN MOTOR SALES	VEHICLE MAINT.	939-000	300	412.00
			CHCS312128		VEHICLE MAINT.	939-000	300	36.75
			CHCS312106		VEHICLE MAINT.	939-000	300	36.75
			CHCS312064		VEHICLE MAINT.	939-000	300	37.95
			CHCS311845		VEHICLE MAINT.	939-000	300	216.67
			CHCS311720		VEHICLE MAINT.	939-000	300	79.95
CHECK PAYAB 109327 TOTAL FOR								820.07
03/10/2016	PAYAB	109328#	58952	ALLIE BROTHERS INC	UNIFORMS - SHAKINAS	728-000	300	40.00
			59217		UNIFORMS	731-000	300	94.15
			59416		UNIFORMS - T. COMISKEY	731-000	300	129.98
			58941		UNIFORMS - SHAKINAS	731-000	300	74.00
			58988		UNIFORM - M. SALOW	731-000	335	299.99
			58363		UNIFORMS - M. BURD	731-000	335	130.30
			59086		UNIFORMS - J. COOMER	731-000	335	125.98
CHECK PAYAB 109328 TOTAL FOR								

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
03/10/2016	PAYAB	109329#	58727 56526B	ALLIE BROTHERS INC	UNIFORMS - C. PACE DUPLICATE PAYMENT	731-000 731-000	300 335	720.32 (49.99)
				CHECK PAYAB 109329 TOTAL FOR				<u>670.33</u>
03/10/2016	PAYAB	109330	417116 417157 419354	ANGELO'S SUPPLIES	EQUIPMENT MAINT. EQUIP. MAINT. - PLOW PARTS/SUPPLIES - PLOW BLADES	933-000 933-000 933-000	441 441 441	272.65 23.25 206.10
				CHECK PAYAB 109330 TOTAL FOR				<u>502.00</u>
03/10/2016	PAYAB	109331	ATT021716-0192	AT&T MOBILITY	PHONE SERVICE - 01/18/16 - 02/17/16	920-000	300	26.74
03/10/2016	PAYAB	109332	27539028	BELLE TIRE	VEHICLE MAINT. - BRAKES	939-000	300	178.48
03/10/2016	PAYAB	109334	COS022616	CAPITAL ONE COMMERCIAL	COSCT STATEMENT -	727-000	218	46.97
03/10/2016	PAYAB	109335	COM022116-4012	COMCAST	TV SERVICES	920-000	300	8.51
03/10/2016	PAYAB	109337	03092016-1	DMC HURON VALLEY	-SINAI HOSPITAL SUPPLIES - EPI PENS	728-000	335	742.54
03/10/2016	PAYAB	109339	004725048 004868350	GALLS INCORPORATED	SUPPLIES VEHICLE MAINT.	728-000 939-000	300 300	128.26 136.90
				CHECK PAYAB 109339 TOTAL FOR				<u>265.16</u>
03/10/2016	PAYAB	109340	004699914	GALLS INCORPORATED	UNIFORMS	731-000	300	118.01
03/10/2016	PAYAB	109342#	18834 18833 19121 19005	KINGSETT LLC D/B/A SPINAL COL	ADVERTISING - ORDINANCE ADVERTISING - ELECTION ADVERTISING - ELECTION ADVERTISING - ELECTION	900-000 900-000 900-000 900-000	218 262 262 262	40.00 150.00 90.00 90.00
				CHECK PAYAB 109342 TOTAL FOR				<u>370.00</u>
03/10/2016	PAYAB	109343	607991-0	LB OFFICE SUPPLY & FURNITURE	OFFICE SUPPLIES	727-000	300	536.17
03/10/2016	PAYAB	109344	LOW021716 LOW021716 LOW021716 LOW021716	LOWES BUSINESS ACCOUNT	STATEMENT - 01/19/16 - 02/17/16 STATEMENT - 01/19/16 - 02/17/16 STATEMENT - 01/19/16 - 02/17/16 STATEMENT - 01/19/16 - 02/17/16	933-000 934-000 934-000 934-000	335 335 335 335	76.56 144.72 59.16 13.27
				CHECK PAYAB 109344 TOTAL FOR				<u>293.71</u>
03/10/2016	PAYAB	109346	0881746648	UNIFIRST CORPORATION	SERVICE - FLOOR MATS	934-000	218	159.15

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
03/10/2016	PAYAB	109347	20067935-00	WEINGARTZ	PARTS/SUPPLIES - SNOW PLOW BLADE	933-000	441	1,647.00
			20069177-00		PARTS/SUPPLIES - KUBOTA	933-000	441	26.00
				CHECK PAYAB 109347 TOTAL FOR				<u>1,673.00</u>
03/10/2016	PAYAB	109348	E1431459	WITMER PUBLIC SAFETY INC	UNIFORMS	731-000	335	704.77
			E1439335		UNIFORMS	731-000	335	192.98
				CHECK PAYAB 109348 TOTAL FOR				<u>897.75</u>
03/11/2016	PAYAB	109352	01518	CAMAJ AUTO SERVICE	VEHICLE MAINT.	939-000	300	32.72
03/11/2016	PAYAB	109353	472046	CHIEF LAW ENFORCEMENT SUPPLY	UNIFORMS	731-000	300	97.64
03/11/2016	PAYAB	109354	221953	COMMUNITY EMS, INC	SERVICE - AMBULANCE	733-000	335	129.32
03/11/2016	PAYAB	109355	430252	DAN WOOD PLUMBING & HEATING	SSERVICE	933-000	300	208.00
03/11/2016	PAYAB	109356	DTE012216-4377	DTE ENERGY	UTILITY 01/01/16 - 01/31/16	924-000	448	3,380.34
03/11/2016	PAYAB	109357	DTE012516-6550	DTE ENERGY	UTILITY- 01/15/16 - 02/15/16	924-000	448	1,447.17
03/11/2016	PAYAB	109359	43122	GRAPHIK CONCEPTS	VEHICLE MAINT. - ARTWORK	939-000	300	351.34
03/11/2016	PAYAB	109360	I60051	HASTINGS AIR-ENERGY CONTROL,	BLDG. MAINT.	934-000	335	188.95
03/11/2016	PAYAB	109361	14446	MAPLE ROAD AUTO REPAIR	VEHICLE MAINT. - BRAKES #5	939-000	441	861.85
03/11/2016	PAYAB	109362	MAF022416	MICHIGAN ASSOCIATION OF FIRE	2016 MEMBERSHIP	806-000	335	85.00
03/11/2016	PAYAB	109363	551-460855	MICHIGAN STATE POLICE	SERVICE	850-000	300	89.50
03/11/2016	PAYAB	109364	637992-0	OFFICE CONNECTION	SUPPLIES	727-000	218	110.33
03/11/2016	PAYAB	109367	60619	SAFEWAY SHREDDING	SERVICE - SHREDDING	829-000	300	275.00
03/11/2016	PAYAB	109368	SEC020116	SECRET WARDLE LYNCH ET AL	MONTHLY RETAINER - FEB. 2016	817-000	210	3,300.00
03/11/2016	PAYAB	109369	13187	THE ACCUMED GROUP	EMS SERVICE FEE 01/01/16-01/31/16	733-000	335	3,621.26
03/11/2016	PAYAB	109370	00-19892	VAN METER & ASSOCIATES INC	TRAINING - DELGRECO	958-001	300	170.00
03/11/2016	PAYAB	109371	2016-10	WESTERN OAKLAND MUTUAL AID	MEMBERSHIP - WOMAA 2016	806-000	335	50.00
03/11/2016	PAYAB	109372	E1434454	WITMER PUBLIC SAFETY INC	UNIFORMS	731-000	335	192.98
03/11/2016	PAYAB	109373	2331923	ZOLL MEDICAL CORPORATION	SUPPLIES - MEDICAL	728-000	335	269.80
			2329922		SUPPLIES - MEDICAL	728-000	335	177.00
			2330754		SUPPLIES - MEDICAL	728-000	335	267.65

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
			2331837		SUPPLIES - MEDICAL	728-000	335	359.97
				CHECK PAYAB 109373 TOTAL FOR				1,074.42
03/18/2016	PAYAB	109374	247880	CANFIELD EQUIPMENT SERVICE, I	VEHICLE MAINT. #5602	939-000	300	410.80
03/18/2016	PAYAB	109375	SOL031216	CITY OF SOUTH LYON	EDUCATION/TRAINING	958-000	335	880.00
03/18/2016	PAYAB	109376	XJWFPCP73	DELL MARKETING LP	EQUIPMENT	980-000	335	845.23
03/18/2016	PAYAB	109379	327-124702	GLENDALE AUTO SUPPLY	PARTS/SUPPLIES	728-000	441	9.89
			327-125165		PARTS/SUPPLIES - SHOP SUPPLIES	728-000	441	21.98
			327-125206		PARTS/SUPPLIES - SHOP	728-000	441	48.00
			327-123993		PARTS/SUPPLIES	933-000	441	39.97
			327-124302		EQUIP. MAINT. - CHIPPER	933-000	441	134.31
			327-124590		EQUIPMENT MAINT. - CHIPPER	933-000	441	42.68
			327-125128		EQUIP. MAINT.	933-000	441	193.78
				CHECK PAYAB 109379 TOTAL FOR				490.61
03/18/2016	PAYAB	109380	GUN031716	GUNTHER, RICHARD	BOARD OF REVIEW - MARCH 2016	713-000	247	300.00
03/18/2016	PAYAB	109381	5235634069	HONEYWELL INTERNATIONAL INC	BLDG. MAINT.CONTRACT - 04/02/16 -	0934-001	218	5,139.91
03/18/2016	PAYAB	109382	281535	IDENTISYS	PARTS/SUPPLIES	731-000	335	36.60
03/18/2016	PAYAB	109383	AR134779	IMAGE BUSINESS SOLUTIONS-WIXO	PARTS/SUPPLIE S- COPIES	727-000	300	63.71
03/18/2016	PAYAB	109384#	63552575	INTERNATIONAL MINUTE PRESS	SERVICE - COPIES	727-000	300	110.00
			63552617		SUPPLIES - BUSINESS CARDS	727-000	371	49.95
				CHECK PAYAB 109384 TOTAL FOR				159.95
03/18/2016	PAYAB	109385	2789968	J & B MEDICAL SUPPLY	PARTS/SUPPLIES	728-000	335	69.96
03/18/2016	PAYAB	109386	01-15-0005-9499	JAMES T ELLIS	SERVICE - ARBITRATOR	815-000	211	400.00
03/18/2016	PAYAB	109387	099120	JK LOCKSMITH CO LLC	PARTS/SUPPLIES	728-000	300	22.50
03/18/2016	PAYAB	109388	LAN031716	LANGAN, TOM	BOARD OF REVIEW - MARCH, 2016	713-000	247	300.00
03/18/2016	PAYAB	109389	604747-1	LB OFFICE SUPPLY & FURNITURE	PARTS/SUPPLIES	727-000	300	59.26
03/18/2016	PAYAB	109392	756143	METROLINE INC	PARTS/SUPPLIES	728-000	300	127.93
03/18/2016	PAYAB	109393	02282016	MICHAEL SMITH	TRAINING	958-000	335	200.00
			03092016		TRAINING/EDUCATION - EMS	958-000	335	200.00
				CHECK PAYAB 109393 TOTAL FOR				400.00

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 101 GENERAL FUND									
03/18/2016	PAYAB	109395	NOW021016	NOW PRINTING CO INC	PARTS/SUPPLIES - ORDINANCE STICKERS	727-000	371	97.50	
03/18/2016	PAYAB	109396	CLM0007169	OAKLAND COUNTY TREAS CASH	BLDCLEMIS - JAN - MARCH 2016	850-000	300	4,549.25	
03/18/2016	PAYAB	109397	636403-0	OFFICE CONNECTION	PARTS/SUPPLIES - NAMEPLATE	727-000	218	17.00	
03/18/2016	PAYAB	109398	264186	PROVIDENCE OCCUPATIONAL HEALT	SERVICE - T. MCFERRAN	829-000	335	273.00	
03/18/2016	PAYAB	109399	CF60577	RED HOLMAN BUICK GMC	2016 GMC 3500HD DUMP TRUCK	981-001	900	58,821.00	
03/18/2016	PAYAB	109400	021116-K	RIVER CITY SUPPLY LLC	DART PENS	729-000	335	246.36	
03/18/2016	PAYAB	109401	0412288-IN	SENG TIRE COMPANY	VEHICLE MAINT. - TIRE REPAIR	939-000	441	30.00	
03/18/2016	PAYAB	109403	3383	THE ACCUMED GROUP	SERVICE - EMS FEB., 2016	627-000	000	239.41	
03/18/2016	PAYAB	109405	138097	UNITEX DIRECT	UNIFORMS - C. DOWELL	731-000	335	157.01	
03/18/2016	PAYAB	109406	9761038437	VERIZON WIRELESS	PHONE SERVICE - 01/24/16 - 02/23/16	920-000	335	58.38	
03/18/2016	PAYAB	109407	WAL031716	WALBRIDGE, MICHAEL	BOARD OF REVIEW - MARCH 2016	713-000	247	200.00	
03/18/2016	PAYAB	109409	PORTA-COUNT	WESTERN OAKLAND MUTUAL AID	PORTA-COUNT MAINTENANCE	941-000	335	300.00	
03/18/2016	PAYAB	109410	E1445500	WITMER PUBLIC SAFETY INC	PARTS/SUPPLIES	728-000	335	162.94	
03/24/2016	PAYAB	109411*#	ATT030416-3917	AT&T	PHONE SERVICE - 02/05/16-03/04/16	920-000	218	1,230.36	
			ATT030416-3917		PHONE SERVICE - 02/05/16-03/04/16	920-000	253	328.10	
			ATT030416-3917		PHONE SERVICE - 02/05/16-03/04/16	920-000	253	(0.01)	
			ATT030416-3917		PHONE SERVICE - 02/05/16-03/04/16	920-000	300	820.24	
			ATT030416-9676		PHONE SERVICE - 03/04/16 - 04/03/16	920-000	335	556.69	
			ATT030416-3917		PHONE SERVICE - 02/05/16-03/04/16	920-000	335	246.07	
			ATT030416-3917		PHONE SERVICE - 02/05/16-03/04/16	920-000	371	1,230.36	
			ATT030416-3917		PHONE SERVICE - 02/05/16-03/04/16	920-000	441	410.12	
			CHECK PAYAB 109411 TOTAL FOR						4,821.93
03/24/2016	PAYAB	109412*#	ATT-031216	AT&T LONG DISTANCE	PHONE SERVICE	920-000	218	91.68	
			ATT-031216		PHONE SERVICE	920-000	253	24.45	
			ATT-031216		PHONE SERVICE	920-000	253	(0.02)	
			ATT-031216		PHONE SERVICE	920-000	300	61.12	
			ATT-031216		PHONE SERVICE	920-000	335	18.34	
			ATT-031216		PHONE SERVICE	920-000	371	91.68	
			ATT-031216		PHONE SERVICE	920-000	441	30.56	
			CHECK PAYAB 109412 TOTAL FOR						317.81
03/24/2016	PAYAB	109414	201004347214	CONSUMERS ENERGY	UTILITY - 02/14/16 - 03/14/16	922-000			

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
03/24/2016	PAYAB	109415	201004347215	CONSUMERS ENERGY	UTILITY - 02/14/16 - 03/14/16	922-000	218	691.44
03/24/2016	PAYAB	109416	204118814509	CONSUMERS ENERGY	UTILITY - 02/14/16 - 03/14/16	922-000	335	557.84
03/24/2016	PAYAB	109418	DTE031516-0145	DTE ENERGY	UTILITY - 02/15/16 - 03/15/16	924-000	448	93.74
03/24/2016	PAYAB	109419	DTE031516-0285	DTE ENERGY	UTILITY - 02/15/16 - 03/15/16	921-000	335	630.88
03/24/2016	PAYAB	109420	DTE021516-0251	DTE ENERGY	UTILITY - 01/14/16 - 03/15/16	921-000	732	34.30
03/24/2016	PAYAB	109421	DTE031516-0019	DTE ENERGY	UTILITY - 02/15/16 - 03/15/16	921-000	441	748.79
03/24/2016	PAYAB	109422	DTE031516-0017	DTE ENERGY	UTILITY - 02/15/16 - 03/15/16	921-000	218	326.69
03/24/2016	PAYAB	109423	DTE031516-0111	DTE ENERGY	UTILITY - 02/15/16 - 03/15/16	921-000	300	724.85
03/24/2016	PAYAB	109424	DTE031516-0186	DTE ENERGY	UTILITY - 01/14/16 - 03/15/16	921-000	732	35.63
03/24/2016	PAYAB	109426*#	DTE031616-0087	DTE ENERGY	UTILITY - 12/14/16 - 03/16/16	921-000	732	58.58
03/24/2016	PAYAB	109427*#	DTE031516-0053	DTE ENERGY	UTILITY - 12/11/15 - 03/15/16	921-000	690	34.64
03/24/2016	PAYAB	109429*#	HOM021816	HOME DEPOT CREDIT SERVICES	STATEMENT - 01/2016 - 02/18/2016	728-000	218	5.67
			HOM021816		STATEMENT - 01/2016 - 02/18/2016	728-000	441	56.95
			HOM021816		STATEMENT - 01/2016 - 02/18/2016	932-000	441	85.32
			HOM021816		STATEMENT - 01/2016 - 02/18/2016	933-000	441	119.00
			HOM021816		STATEMENT - 01/2016 - 02/18/2016	933-000	441	22.56
			HOM021816		STATEMENT - 01/2016 - 02/18/2016	933-000	441	27.49
			HOM021816		STATEMENT - 01/2016 - 02/18/2016	939-000	441	15.34
				CHECK PAYAB 109429 TOTAL FOR				332.33
03/24/2016	PAYAB	109430	JOY030916	JANELL JOYCE	EASTER EGG HUNT	892-000	690	108.72
03/24/2016	PAYAB	109432	KMB032016	KEEP MICHIGAN BEAUTIFUL, INC.	MEMBERSHIP DUES - 2016	806-000	732	25.00
03/24/2016	PAYAB	109433	13291	MICHIGAN MUNICIPAL LEAGUE	ADVERTISING - DEP. FIN. DIR	900-000	218	43.10
03/24/2016	PAYAB	109435	1500084	NORTHERN MICHIGAN FIRE CHIEFS	2016 SUMMER CONFERENCE	958-000	335	150.00
03/24/2016	PAYAB	109436	03/23/2016	SECRET WARDLE LYNCH ET AL	MONTHLY RETAINER - MARCH, 2016	817-000	210	3,300.00
03/24/2016	PAYAB	109437#	STA022216	STAPLES	STATEMENT - 01/25/16 - 02/2216	727-000	218	37.02
			STA022216		STATEMENT - 01/25/16 - 02/2216	727-000	218	32.77
			STA022216		STATEMENT - 01/25/16 - 02/2216	727-000	441	115.86
				CHECK PAYAB 109437 TOTAL FOR				185.65

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 101 GENERAL FUND									
04/04/2016	PAYAB	109438*#	17752	ALLIANCE WINDOW CLEANING	WINDOW WASHING SERVICE	932-000	218	150.00	
04/04/2016	PAYAB	109439	ATT031716-0192	AT&T MOBILITY	PHONE SERVICE	920-000	300	26.74	
04/04/2016	PAYAB	109440	27673488	BELLE TIRE	VEHICLE MANT.	939-000	300	172.48	
			27551012		VEHICLE MAINT.	939-000	300	1,159.18	
			27599894		VEHICLE MAINT.	939-000	300	(184.00)	
			CHECK PAYAB 109440 TOTAL FOR						<u>1,147.66</u>
04/04/2016	PAYAB	109441*#	480601	CHIEF LAW ENFORCEMENT SUPPLY	UNIFORMS - H. KOLKE	731-000	300	15.99	
04/04/2016	PAYAB	109442	COM032116-4012	COMCAST	XFINITY SERVICES	920-000	300	8.51	
04/04/2016	PAYAB	109444	63552712	INTERNATIONAL MINUTE PRESS	PRINTING - DEFENDANT FOLDERS	728-000	300	111.85	
04/04/2016	PAYAB	109445#	WIT032816	JAY S WITHERELL	EVALUATION - D. GUBRY	829-000	300	400.00	
			WIT032116		EVALUATION - T. MCFARREN	829-000	335	400.00	
			CHECK PAYAB 109445 TOTAL FOR						<u>800.00</u>
04/04/2016	PAYAB	109446	610715-0	LB OFFICE SUPPLY & FURNITURE	SUPPLIES	727-000	300	156.34	
			610715-1		SUPPLIES	728-000	300	837.96	
			CHECK PAYAB 109446 TOTAL FOR						<u>994.30</u>
04/04/2016	PAYAB	109447	56303	METRO ENVIRONMENTAL SERVICES,	SERVICE - RESTROOM	948-000	690	85.00	
04/04/2016	PAYAB	109448	551-461093	MICHIGAN STATE POLICE	SERVICES -	829-000	300	60.00	
04/04/2016	PAYAB	109450	SHA031016	PAUL SHAKINAS	REIMBURSEMENT -	933-000	300	191.86	
04/04/2016	PAYAB	109451	7580	S.E. MICHIGAN ASSOC. OF FIRE	VENDOR SHOW - M. SALOW	958-000	335	35.00	
04/04/2016	PAYAB	109452	61418	SAFEWAY SHREDDING	SHREDDING SERVICE	829-000	300	90.00	
04/04/2016	PAYAB	109454*#	SPE031516	SPEEDWAY SUPERAMERICA LLC		732-000	172	62.55	
			SPE031516			732-000	300	866.57	
			SPE031516			732-000	371	57.94	
			SPE031516			732-000	441	825.87	
			CHECK PAYAB 109454 TOTAL FOR						<u>1,812.93</u>
04/04/2016	PAYAB	109455	8119	SUPER CAR WASH SYSTEMS	CAR WASHES	939-000	200		

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
			8120		CAR WASHES	939-000	300	87.29
					CHECK PAYAB 109455 TOTAL FOR			<u>99.29</u>
04/04/2016	PAYAB	109456	157	TACTICAL ENCOUNTERS	EDUCATION - H. KOLKE	958-000	300	250.00
04/04/2016	PAYAB	109457	9762684987	VERIZON WIRELESS	PHONE SERVICE	920-000	335	58.38
04/04/2016	PAYAB	109458#	WLS031816	WALLED LAKE SCHOOL EMP FCU	STATEMENT 02/16/16 - 03/18/16	729-000	218	250.00
			WLS031816		STATEMENT 02/16/16 - 03/18/16	806-000	219	95.00
			WLS031816		STATEMENT 02/16/16 - 03/18/16	728-000	335	324.00
			WLS031816		STATEMENT 02/16/16 - 03/18/16	731-000	335	518.22
					CHECK PAYAB 109458 TOTAL FOR			<u>1,187.22</u>
04/06/2016	PAYAB	109459*#	107554	BOSS ENGINEERING	CONSULTING SERVICES	970-001	900	300.00
04/06/2016	PAYAB	109460	DTE032316-0210	DTE ENERGY	UTILITY - 01/22/16 - 03/23/16	921-000	335	30.91
04/06/2016	PAYAB	109461	DTE031516-6550	DTE ENERGY	UTILITY -02/16/16 - 03/15/16	924-000	448	1,169.65
04/06/2016	PAYAB	109462#	HOM032016	HOME DEPOT CREDIT SERVICES	STATEMENT -002/18/16 - 03/20/16	729-000	218	34.06
			HOM032016		STATEMENT -002/18/16 - 03/20/16	939-000	335	25.82
			HOM032016		STATEMENT -002/18/16 - 03/20/16	728-000	441	156.65
			HOM032016		STATEMENT -002/18/16 - 03/20/16	728-000	441	(74.97)
					CHECK PAYAB 109462 TOTAL FOR			<u>141.56</u>
04/08/2016	PAYAB	109463	7191527	DTE ENERGY	UTILITY - STREETLIGHTS FEB., 2016	921-000	448	3,380.34
04/08/2016	PAYAB	109464#	LOW031716	LOWES BUSINESS ACCOUNT	STATEMENT - 03/07/16 - 03/17/16	932-000	335	275.26
			LOW031716		STATEMENT - 03/07/16 - 03/17/16	728-000	441	37.98
			LOW031716		STATEMENT - 03/07/16 - 03/17/16	932-000	441	184.51
					CHECK PAYAB 109464 TOTAL FOR			<u>497.75</u>
04/08/2016	PAYAB	109465	248102	TRI COUNTY CLEANING SUPPLY, I	PAPER SUPPLIES	728-000	218	290.97
04/13/2016	PAYAB	109467	300156	ADVANCE PLUMBING & HEATING	SUBLDG MAINT.	934-000	218	20.13
			300059		BLDG. MAINT.	934-000	218	14.47
					CHECK PAYAB 109467 TOTAL FOR			<u>34.60</u>
04/13/2016	PAYAB	109469#	599776	ALLIE BROTHERS INC	UNIFORMS - J. GONZALEZ	731-000	300	555.26
			59779		UNIFORMS - J. COOMER	731-000	300	175.00

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
			59711		UNIFORMS	731-000	335	13.99
				CHECK PAYAB 109469 TOTAL FOR				742.25
04/13/2016	PAYAB	109470*#	ATT040416-3917	AT&T	PHONE SERVICE 04/04/16 - 005/03/16	920-000	218	1,300.99
			ATT040416-3917		PHONE SERVICE 04/04/16 - 005/03/16	920-000	253	346.92
			ATT040416-3917		PHONE SERVICE 04/04/16 - 005/03/16	920-000	300	867.32
			ATT020416		PHONE SERVICE 02/04/16 - 03/03/16	920-000	335	542.28
			ATT040416-9676		PHONE SERVICE 04/04/16 - 05/03/16	920-000	335	559.35
			ATT040416-3917		PHONE SERVICE 04/04/16 - 005/03/16	920-000	335	260.20
			ATT040416-3917		PHONE SERVICE 04/04/16 - 005/03/16	920-000	371	1,300.99
			ATT040416-3917		PHONE SERVICE 04/04/16 - 005/03/16	920-000	441	433.66
				CHECK PAYAB 109470 TOTAL FOR				5,611.71
04/13/2016	PAYAB	109471*#	ATT020416-3917	AT&T	PHONE SERVICE 02/04/16 - 03/03/16	920-000	218	1,259.25
			ATT020416-3917		PHONE SERVICE 02/04/16 - 03/03/16	920-000	253	335.80
			ATT020416-3917		PHONE SERVICE 02/04/16 - 03/03/16	920-000	253	(0.01)
			ATT020416-3917		PHONE SERVICE 02/04/16 - 03/03/16	920-000	300	839.50
			ATT020416-3917		PHONE SERVICE 02/04/16 - 03/03/16	920-000	335	251.85
			ATT020416-3917		PHONE SERVICE 02/04/16 - 03/03/16	920-000	371	1,259.25
			ATT020416-3917		PHONE SERVICE 02/04/16 - 03/03/16	920-000	441	419.75
				CHECK PAYAB 109471 TOTAL FOR				4,365.39
04/13/2016	PAYAB	109473	27717255	BELLE TIRE	VEHICLE MAINT.	939-000	300	12.69
04/13/2016	PAYAB	109474*#	107609	BOSS ENGINEERING	SERVICE - ENGINEERING PROPERTY CONT	970-001	900	4,400.00
04/13/2016	PAYAB	109477	053041	BRONNER'S CHRISTMAS DECOR	SUPPLIES - LIGHTS	891-000	690	16.86
04/13/2016	PAYAB	109479#	COS032616	CAPITAL ONE COMMERCIAL (COSCT	STATEMENT - 02/26/16 - 03/26/16	727-000	218	52.51
			COS032616		STATEMENT - 02/26/16 - 03/26/16	729-005	335	49.95
			COS032616		STATEMENT - 02/26/16 - 03/26/16	934-000	335	91.67
				CHECK PAYAB 109479 TOTAL FOR				194.13
04/13/2016	PAYAB	109480	COM030716-2016	COMCAST	CALE SERVICE	920-000	335	15.96
04/13/2016	PAYAB	109481	46950	COMTECH	BATTERY	851-000	335	76.00
04/13/2016	PAYAB	109484*#	8423	CYNERGY PC SOLUTIONS, LLC	SERVICE - FEBRUARY 2016	936-000	218	442.00
			8545		SERVICE - MARCH, 2016	936-000	218	442.00
			8631		SERVICE	936-000	218	229.97

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
CHECK PAYAB 109484 TOTAL FOR								1,113.97
04/13/2016	PAYAB	109486*#	327-127245	GLENDALE AUTO SUPPLY	EQUIP. MAINT - MOWERS	933-000	441	14.34
			327-126519		VEHICLE MAINT. - TRUCK #5	939-000	441	18.64
			327-126903		VEHICLE MAINT.	939-000	441	39.54
CHECK PAYAB 109486 TOTAL FOR								72.52
04/13/2016	PAYAB	109487	16-017	HEINOWSKI APPRAISAL & CONSULT	APPRAISAL -NOVI VILLAGE SQUARE	817-001	211	1,400.00
			16-016		APPRAISAL - 16-016	817-001	211	1,600.00
CHECK PAYAB 109487 TOTAL FOR								3,000.00
04/13/2016	PAYAB	109490#	2839997	QUILL CORPORATION	SUPPLIES	727-000	218	92.39
			2839997		SUPPLIES	728-000	262	6.58
			2637151		SUPPLIES	892-000	690	43.83
CHECK PAYAB 109490 TOTAL FOR								142.80
04/13/2016	PAYAB	109491#	STA032416	STAPLES	SUPPLIES	727-000	218	27.54
			STA032416		SUPPLIES	728-000	262	4.76
CHECK PAYAB 109491 TOTAL FOR								32.30
04/13/2016	PAYAB	109492	45318110	VFIS	INSURANCE 03/16/16 - 04/16/17	718-000	335	4,472.00
Total for fund 101 GENERAL FUND								186,162.15
Fund: 202 MAJOR ROAD FUND								
04/13/2016	PAYAB	109478*	285125	CADILLAC ASPHALT LLC	ROAD MAINT. SUPPLIES	734-000	462	253.00
Total for fund 202 MAJOR ROAD FUND								253.00
Fund: 203 LOCAL ROAD FUND								
04/13/2016	PAYAB	109478*	285125	CADILLAC ASPHALT LLC	ROAD MAINT. SUPPLIES	734-000	462	173.65
Total for fund 203 LOCAL ROAD FUND								173.65
Fund: 265 DRUG FORFEITURE FUND								
03/04/2016	PAYAB	109292	15127	DIGIGRAPHX CO	UNIFORMS	731-000	400	1,282.00
03/18/2016	PAYAB	109391	004933712	MACOMB COMMUNITY COLLEGE	TRAINING - J. JACOBS	958-000	400	750.00
04/04/2016	PAYAB	109449*#	958953512-168	NEXTEL SPRINT	PHONE SERVICE	920-000	400	115.99

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 265 DRUG FORFEITURE FUND								
04/13/2016	PAYAB	109484*#	8423	CYNERGY PC SOLUTIONS, LLC	SERVICE - FEBRUARY 2016	936-000	400	117.00
			8545		SERVICE - MARCH, 2016	936-000	400	117.00
				CHECK PAYAB 109484 TOTAL FOR				234.00
				Total for fund 265 DRUG FORFEITURE FUND				2,381.99
Fund: 271 LIBRARY FUND								
02/19/2016	PAYAB	109252	75768	BOOKS GALORE	PARTS/SUPPLIES - BOOKS	982-000	738	250.83
02/19/2016	PAYAB	109261*	OAK013116	OAKLAND COUNTY TREAS	CASH BLDTAXES	403-003	000	256.94
02/26/2016	PAYAB	109265	B4229397	BRODART CO	BOOKS/SUPPLIES	982-000	738	62.31
			B4231384		BOOKS/SUPPLIES	982-000	738	11.59
			B4231460		BOOKS/SUPPLIES	982-000	738	139.06
			B4232451		BOOKS	982-000	738	204.93
			B4233386		BOOKS	982-000	738	131.28
			B4234600		BOOKS	982-000	738	116.44
			B4235990		BOOKS	982-000	738	41.59
				CHECK PAYAB 109265 TOTAL FOR				707.20
02/26/2016	PAYAB	109266	B4235991	BRODART CO	BOOKS	982-000	738	75.26
			B4239625		BOOKS	982-000	738	11.04
			B4239626		BOOKS	982-000	738	57.87
			B4240814		BOOKS	982-000	738	13.79
			B4242311		BOOKS	982-000	738	312.95
			B4243240		BOOKS	982-000	738	104.91
			B4245506		BOOKS	982-000	738	54.75
				CHECK PAYAB 109266 TOTAL FOR				630.57
02/26/2016	PAYAB	109267	B4245568	BRODART CO	BOOKS	982-000	738	11.64
02/26/2016	PAYAB	109270	201804930467	CONSUMERS ENERGY	HEAT - 01/19/160- 02/13/16	922-000	738	94.04
02/26/2016	PAYAB	109273	57434019	GALE	BOOKS	982-000	738	49.38
02/26/2016	PAYAB	109274	54704	LIBRARY NETWORK	BOOK - MICH. RES. CODE	982-000	738	125.75
02/26/2016	PAYAB	109275*#	720813-00	MADISON ELECTRIC COMPANY	LIGHTS	934-000	738	62.19
02/26/2016	PAYAB	109277	CLC03.2016	MIDWEST TAPE	BOOKS/MOVIES	982-002	738	381.83
			JUVENILE012016		BOOKS/MOVIES	982-002	738	77.54

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND								
CHECK PAYAB 109277 TOTAL FOR								459.37
02/26/2016	PAYAB	109278*#	18301309	MILLENIUM BUSINESS SYSTEMS	COPIER SERVICE	727-000	738	79.89
			18154621		COPIER SERVICE	727-000	738	43.94
CHECK PAYAB 109278 TOTAL FOR								123.83
02/26/2016	PAYAB	109280	200119-0	OFFICE EXPRESS METRO OFFICE		727-000	738	73.97
			181118-0			727-000	738	55.04
			18118-1			727-000	738	38.00
			204692-0			727-000	738	32.34
			200119-1			727-000	738	42.82
			107981		CREDIT INV.	727-000	738	(19.07)
CHECK PAYAB 109280 TOTAL FOR								223.10
03/04/2016	PAYAB	109281*#	17504	ALLIANCE WINDOW CLEANING	WINDOW CLEANING	934-000	738	15.00
03/04/2016	PAYAB	109282	LOB021716	ALYSON LOBERT	REIMBURSEMENT FOR SUPPLIES	737-000	738	167.68
03/04/2016	PAYAB	109283*#	857286336-021216	AT&T LONG DISTANCE	LONG DISTANCE	920-000	738	12.92
03/04/2016	PAYAB	109284	2030700326	BAKER & TAYLOR	SUPPLIES - BOOKS	982-000	738	31.82
			2030462602		SUPPLIES - BOOKS	982-000	738	47.15
			2030462603		SUPPLIES - BOOKS	982-000	738	25.79
			2030505976		SUPPLIES - BOOKS	982-000	738	44.95
			2030505977		SUPPLIES - BOOKS	982-000	738	15.88
			2030543380		SUPPLIES - BOOKS	982-000	738	15.88
			2030543381		SUPPLIES - BOOKS	982-000	738	47.71
CHECK PAYAB 109284 TOTAL FOR								229.18
03/04/2016	PAYAB	109285	2030584138	BAKER & TAYLOR	SUPPLIES - BOOKS	982-000	738	44.94
			2030625301		SUPPLIES - BOOKS	982-000	738	60.87
			2030625302		SUPPLIES - BOOKS	982-000	738	31.27
			2030663403		SUPPLIES - BOOKS	982-000	738	15.34
			2031573769		SUPPLIES - BOOKS	982-000	738	62.10
			2031590395		SUPPLIES - BOOKS	982-000	738	12.70
			2031648885		SUPPLIES - BOOKS	982-000	738	35.14
CHECK PAYAB 109285 TOTAL FOR								262.36

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND								
03/04/2016	PAYAB	109286	2031660636	BAKER & TAYLOR	SUPPLIES - BOOKS	982-000	738	16.72
03/04/2016	PAYAB	109304	DTE021516-0011	DTE ENERGY	UTILITY - 01/14/16 - 02/15/16	921-000	738	335.83
03/04/2016	PAYAB	109317	SIP022516	SIPES, TIM	CLEANING SERVICES - FEB. 2016	932-000	738	400.00
03/10/2016	PAYAB	109345	223943448	MIDWEST TAPE	SUPPLIES - BOOKS/MOVIES	982-002	738	71.15
03/11/2016	PAYAB	109349	2031736388	BAKER & TAYLOR	SUPPLIES - BOOKS	982-000	738	64.42
			2031697495		SUPPLIES - BOOKS	982-000	738	54.85
				CHECK PAYAB 109349 TOTAL FOR				<u>119.27</u>
03/11/2016	PAYAB	109350	B4248193	BRODART CO	SUPPLIES - BOOKS	982-000	738	7.79
			B4250529		SUPPLIES - BOOKS	982-000	738	174.58
			B4252647		SUPPLIES - BOOKS	982-000	738	31.50
			B4252748		SUPPLIES - BOOKS	982-000	738	321.38
			B4259647		SUPPLIES- BOOKS	982-000	738	56.11
			B4264037		SUPPLIES - BOOKS	982-000	738	89.15
			B4264078		SUPPLIES - BOOKS	982-000	738	94.55
				CHECK PAYAB 109350 TOTAL FOR				<u>775.06</u>
03/11/2016	PAYAB	109351	B4267044	BRODART CO	SUPPLIES - BOOKS	982-000	738	39.16
			B4267045		SUPLIES - BOOKS	982-000	738	37.05
			B4269350		SUPPLIES - BOOKS	982-000	738	61.50
			B4271071		SUPLIES - BOOKS	982-000	738	16.69
			B4272442		SUPPLIES - BOOKS	982-000	738	158.54
			B4272443		SUPPLIES- BOOKS	982-000	738	13.42
				CHECK PAYAB 109351 TOTAL FOR				<u>326.36</u>
03/11/2016	PAYAB	109358	57016769	GALE	SUPPLIES - BOOKS	982-000	738	50.03
03/11/2016	PAYAB	109365	1086709172	PENGUIN RANDOM HOUSE, INC.	SUPPLIES - AV MATERIAL	982-002	738	33.75
			1086701500		SUPPLIES - AV MATERIALS	982-002	738	67.50
			1086675303		SUPPLIES - AV MATERIALS	982-002	738	157.50
			1086251378		SUPPLIES - AV MATERIALS	982-002	738	33.75
			1086258425		SUPPLIES - AV MATERIALS	982-002	738	67.50
			1085416901A		DUPLICATE PAYMENT	982-002	738	(150.00)
			1084327608A		DUPLICATE PAYMENT	982-002	738	(60.00)
			1084274922A		DUPLICATE PAYMENT	982-002	738	(30.00)
				CHECK PAYAB 109365 TOTAL FOR				

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND								
03/18/2016	PAYAB	109377	5800936	DEMCO	PARTS/SUPPLIES	728-000	738	136.12
03/18/2016	PAYAB	109390	54761	LIBRARY NETWORK	COMOPUTER MAINT.	936-000	738	65.00
03/18/2016	PAYAB	109402	11840216	TEI LANDMARK AUDIO	PARTS/SUPPLIES	982-002	738	118.96
03/24/2016	PAYAB	109411*#	ATT030416-3917	AT&T	PHONE SERVICE - 02/05/16-03/04/16	920-000	738	246.07
03/24/2016	PAYAB	109412*#	ATT-031216	AT&T LONG DISTANCE	PHONE SERVICE	920-000	738	18.34
03/24/2016	PAYAB	109417	204118814518	CONSUMERS ENERGY	UTILITY - 02/14/16 - 03/14/16	922-000	738	83.41
03/24/2016	PAYAB	109428	DTE031516-0011	DTE ENERGY	UTILITY 02/15/16 - 03/15/16	921-000	738	297.17
04/04/2016	PAYAB	109438*#	17752	ALLIANCE WINDOW CLEANING	WINDOW WASHING SERVICE	932-000	738	15.00
04/04/2016	PAYAB	109453	SIP032616	SIPES, TIM	CLEANING SERVICE	932-000	738	400.00
04/13/2016	PAYAB	109470*#	ATT040416-3917	AT&T	PHONE SERVICE 04/04/16 - 005/03/16	920-000	738	260.20
04/13/2016	PAYAB	109471*#	ATT020416-3917	AT&T	PHONE SERVICE 02/04/16 - 03/03/16	920-000	738	251.85
04/13/2016	PAYAB	109472	2031769004	BAKER & TAYLOR	SUPPLIES - BOOKS	982-000	738	23.37
			2031790845		SUPPLIES - BOOKS	982-000	738	19.39
				CHECK PAYAB 109472 TOTAL FOR				<u>42.76</u>
04/13/2016	PAYAB	109475	B4287215	BRODART CO	SUPPLIES - BOOKS	982-000	738	219.48
			B4289234		SUPPLIES - BOOKS	982-000	738	64.55
			B4290677		SUPPLIES - BOOKS	982-000	738	218.53
			B4299678		SUPPLIES - BOOKS	982-000	738	64.01
			B4315366		SUPPLIES - BOOKS	982-000	738	64.60
			B4320645		SUPPLIES - BOOKS	982-000	738	42.19
			B4330153		SUPPLIES - BOOKS	982-000	738	23.73
				CHECK PAYAB 109475 TOTAL FOR				<u>697.09</u>
04/13/2016	PAYAB	109476	B4337720	BRODART CO	SUPPLIES - BOOKS	982-000	738	15.44
			B4341248		SUPPLIES - BOOKS	982-000	738	110.88
			B4359758		SUPPLIES - BOOKS	982-000	738	76.55
			B4365053		SUPPLIES - BOOKS	982-000	738	462.54

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND								
					CHECK PAYAB 109476 TOTAL FOR			665.41
04/13/2016	PAYAB	109489	NOW040416	NOW PRINTING CO INC	SUPPLIES - BOOKMARKS	737-000	738	399.00
					Total for fund 271 LIBRARY FUND			9,592.78
Fund: 401 DEBT SERVICE FUND								
03/18/2016	PAYAB	109404	AO9711	THE HUNTINGTON NATIONAL BANK	BOND PAYING FEE	738-000	218	125.00
					Total for fund 401 DEBT SERVICE FUND			125.00
Fund: 494 DOWNTOWN DEVELOPMENT FUND								
02/12/2016	PAYAB	109249		LAKES AREA COMMUNITY FOUNDATI	FOSTER FARMHOUSE	978-000	895	2,395.14
02/19/2016	PAYAB	109261*	OAK013116B	OAKLAND COUNTY TREAS	CASH BLDTAXES	403-003	000	1,634.77
02/19/2016	PAYAB	109263	913	PICTURE PERFECT SETS, INC.	MURAL RENDERING: PUTTING WALLED LAK	974-003	895	500.00
03/04/2016	PAYAB	109325	DMM020916	DM MOTORS	SIGN GRANT	967-009	895	2,000.00
03/24/2016	PAYAB	109426*#	DTE031616-0087	DTE ENERGY	UTILITY - 12/14/16 - 03/16/16	921-000	895	(41.91)
03/24/2016	PAYAB	109427*#	DTE031516-0053	DTE ENERGY	UTILITY - 12/11/15 - 03/15/16	921-000	895	(23.45)
					Total for fund 494 DOWNTOWN DEVELOPMENT FUND			6,464.55
Fund: 588 TRANSPORTATION FUND								
03/04/2016	PAYAB	109283*#	857286336-021216	AT&T LONG DISTANCE	LONG DISTANCE	920-000	689	129.24
03/04/2016	PAYAB	109318*#	SPE021516	SPEEDWAY SUPERAMERICA LLC	GAS - 01/18/16 - 02/15/16	732-000	689	565.39
03/24/2016	PAYAB	109411*#	ATT030416-3917	AT&T	PHONE SERVICE - 02/05/16-03/04/16	920-000	689	2,460.71
03/24/2016	PAYAB	109412*#	ATT-031216	AT&T LONG DISTANCE	PHONE SERVICE	920-000	689	183.36
04/04/2016	PAYAB	109449*#	958953512-168	NEXTEL SPRINT	PHONE SERVICE	920-000	689	89.07
04/04/2016	PAYAB	109454*#	SPE031516	SPEEDWAY SUPERAMERICA LLC		732-000	689	470.09
04/13/2016	PAYAB	109470*#	ATT040416-3917	AT&T	PHONE SERVICE 04/04/16 - 005/03/16	920-000	689	2,601.97
04/13/2016	PAYAB	109471*#	ATT020416-3917	AT&T	PHONE SERVICE 02/04/16 - 03/03/16	920-000	689	2,518.50

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 588 TRANSPORTATION FUND									
04/13/2016	PAYAB	109486*#	327-128915	GLENDALE AUTO SUPPLY	VEHICLE MAINT - BUS	939-000	689	57.52	
								Total for fund 588 TRANSPORTATION FUND	9,075.85
Fund: 590 REFUSE FUND									
02/26/2016	PAYAB	109271	0000671016	DUNCAN DISPOSAL SYSTEMS	TRASH SERVICE - 02/01/16 - 02/29/16	827-000	538	25,433.30	
03/04/2016	PAYAB	109305*	05/13/2014	ERIC TOMKOW	UB refund for account: 001253	040-000	000	44.57	
03/18/2016	PAYAB	109378	0000704370	DUNCAN DISPOSAL SYSTEMS	SERVICE - TRASH	827-000	538	25,433.30	
								Total for fund 590 REFUSE FUND	50,911.17
Fund: 591 WATER AND SEWER FUND									
02/19/2016	PAYAB	109253*#	107185	BOSS ENGINEERING	ENGINEERING SERVICES	988-000	536	2,665.88	
			107110		ENGINEERING SERVICES	988-000	536	2,775.00	
			106855		ENGINEERING SERVICES	988-000	536	2,000.00	
								CHECK PAYAB 109253 TOTAL FOR	7,440.88
02/19/2016	PAYAB	109260	96647	MICHIGAN METER TECHNOLOGY	GRP WATER PARTS/SUPPLIES	972-000	536	741.01	
03/04/2016	PAYAB	109283*#	857286336-021216	AT&T LONG DISTANCE	LONG DISTANCE	920-000	265	64.62	
03/04/2016	PAYAB	109288	COM020716-7012	COMCAST	INTERNET	920-000	265	154.35	
03/04/2016	PAYAB	109298	DTE021516-0244	DTE ENERGY	UTILITY - 01/14/16 - 02/15/16	921-000	265	122.61	
03/04/2016	PAYAB	109299	DTE021516-0012	DTE ENERGY	UTILITY - 12/11/15 - 02/15/16	921-000	265	47.42	
03/04/2016	PAYAB	109303	DTE021216	DTE ENERGY	UTILITY - 11/10/15 - 02/12/16	921-000	265	33.97	
03/04/2016	PAYAB	109305*	05/13/2014	ERIC TOMKOW	UB refund for account: 001253	040-000	000	7.87	
			05/13/2014		UB refund for account: 001253	040-000	000	3.94	
								CHECK PAYAB 109305 TOTAL FOR	11.81
03/04/2016	PAYAB	109318*#	SPE021516	SPEEDWAY SUPERAMERICA LLC	GAS - 01/18/16 - 02/15/16	732-000	533	197.54	
03/10/2016	PAYAB	109336	7094607	CONTRACTORS CONNECTION	PARTS-SUPPLIES - WATER	980-000	533	289.00	
03/10/2016	PAYAB	109341	78586	GUNNERS METERS & PARTS	PARTS/SUPPLIES	728-000	265	420.00	
03/18/2016	PAYAB	109394	96608	MICHIGAN METER TECHNOLOGY	GRP PARTS/SUPPLIES -- WATER METER	728-000	265	1,293.77	
03/18/2016	PAYAB	109408	WRC030416	WATER RESOURCE COMMISSIONER	SERVICE - MISS DIG - 03/01/16 - 04/01/16	803-000	533	20.00	

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 591 WATER AND SEWER FUND								
03/24/2016	PAYAB	109411*#	ATT030416-3917	AT&T	PHONE SERVICE - 02/05/16-03/04/16	920-000	265	1,230.36
03/24/2016	PAYAB	109412*#	ATT-031216	AT&T LONG DISTANCE	PHONE SERVICE	920-000	265	91.68
03/24/2016	PAYAB	109413	COM030716-7012	COMCAST	INTERNET SERVICE	920-000	265	154.35
03/24/2016	PAYAB	109425	DTE031516-0244	DTE ENERGY	UTILITY - 02/15/16 - 03/15/16	921-000	265	101.79
03/24/2016	PAYAB	109429*#	HOM021816 HOM021816	HOME DEPOT CREDIT SERVICES	STATEMENT - 01/2016 - 02/18/2016 STATEMENT - 01/2016 - 02/18/2016	728-000 728-000	265 265	53.98 52.75
CHECK PAYAB 109429 TOTAL FOR								106.73
04/04/2016	PAYAB	109443	GRE012716 GRE022916 GRE032416 GRE012716 GRE022916 GRE032416	GREAT LAKES WATER AUTHORITY	WTR PURCHASE FOR DECEMBER 2015 WTR PURCHASE FOR JAN 2016 WTR PURCHASE FEB 2016 WTR PURCHASE FOR DECEMBER 2015 WTR PURCHASE FOR JAN 2016 WTR PURCHASE FEB 2016	928-000 928-000 928-000 928-001 928-001 928-001	533 533 533 533 533 533	24,464.95 25,075.49 23,260.44 42,500.00 42,500.00 42,500.00
CHECK PAYAB 109443 TOTAL FOR								200,300.88
04/04/2016	PAYAB	109454*#	SPE031516	SPEEDWAY SUPERAMERICA LLC		732-000	533	85.81
04/11/2016	PAYAB	109466#	WS3193 WS3194 WS3193 WS3194 WS3193 WS3194	OAKLAND COUNTY WATER RES. COMOP & MAINT. - HRON ROUGE S.D.S. -	OP & MAINT. HURON-ROUGE S.D.S. - 10/925-000 OP & MAINT. - HRON ROUGE S.D.S. - 0925-001 OP & MAINT HURON-ROUGE S.D.S. - 10/925-001 OP & MAINT. - HRON ROUGE S.D.S. - 0925-002 OP & MAINT HURON-ROUGE S.D.S. - 10/925-002	0925-000 10/925-000 0925-001 10/925-001 0925-002 10/925-002	534 534 535 535 537 537	185,066.42 185,066.42 6,579.08 6,579.08 83,145.78 83,145.78
CHECK PAYAB 109466 TOTAL FOR								549,582.56
04/13/2016	PAYAB	109468	9049671942	AIRGAS USA, LLC	SUPPLIES	728-000	533	72.48
04/13/2016	PAYAB	109470*#	ATT040416-3917	AT&T	PHONE SERVICE 04/04/16 - 005/03/16	920-000	265	1,300.99
04/13/2016	PAYAB	109471*#	ATT020416-3917	AT&T	PHONE SERVICE 02/04/16 - 03/03/16	920-000	265	1,259.25
04/13/2016	PAYAB	109474*#	107590	BOSS ENGINEERING	ENG. SERVICES - WATER REL. STUDY	820-000	533	1,600.00

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109249 - 109492
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 591 WATER AND SEWER FUND								
04/13/2016	PAYAB	109482#	7094100	CONTRACTORS CONNECTION	SUPPLIES	728-000	533	190.75
			7095627		SPACE RESCUE SYSTEM	981-000	536	2,095.00
				CHECK PAYAB 109482 TOTAL FOR				2,285.75
04/13/2016	PAYAB	109483	251659	COUGAR SALES & RENTAL INC	SUPPLIES - GLOVES	728-000	533	34.99
				Total for fund 591 WATER AND SEWER FUND				769,044.60
Fund: 701 TRUST AND AGENCY FUND								
02/19/2016	PAYAB	109253*#	106855	BOSS ENGINEERING	ENGINEERING SERVICES	263-005	000	450.00
			107185		ENGINEERING SERVICES	264-001	000	450.00
			107110		ENGINEERING SERVICES	264-001	000	450.00
			107110		ENGINEERING SERVICES	264-004	000	450.00
				CHECK PAYAB 109253 TOTAL FOR				1,800.00
03/04/2016	PAYAB	109316*#	1282701	SECREST WARDLE LYNCH ET AL	LEGAL SERVICES	263-003	000	99.00
04/04/2016	PAYAB	109441*#	475959	CHIEF LAW ENFORCEMENT SUPPLY	SUPPLIES - CRIME PREVENT.	297-000	000	786.48
04/06/2016	PAYAB	109459*#	107554	BOSS ENGINEERING	CONSULTING SERVICES	263-011	000	450.00
			107554		CONSULTING SERVICES	264-009	000	450.00
			107554		CONSULTING SERVICES	264-009	000	450.00
				CHECK PAYAB 109459 TOTAL FOR				1,350.00
				Total for fund 701 TRUST AND AGENCY FUND				4,035.48
Fund: 705 ACCRUED INSURANCE LIABILITIES								
02/26/2016	PAYAB	109276*#	1203765	MADISON NATIONAL LIFE INSURAN	INSURANCE - MARCH, 2016	231-019	000	1,492.16
03/04/2016	PAYAB	109309*#	KCL021016	KCL GROUP BENEFITS	INSURANCE - 03/01/16-03/31/16	231-017	000	1,638.16
03/10/2016	PAYAB	109338*#	9477800	FIDELITY SECURITY LIFE INS/EY	INSURANCE - MARCH, 2016	231-020	000	312.44
03/24/2016	PAYAB	109431*#	KCL031016	KCL GROUP BENEFITS	INSURANCE - APRIL, 2016	231-017	000	1,767.61
03/24/2016	PAYAB	109434*#	575266	MORGAN WHITE	INSURANCE	231-021	000	3,464.38
04/13/2016	PAYAB	109485*#	9909447	FIDELITY SECURITY LIFE INS/EY	INSURANCE - APRIL 2016	231-020	000	312.44

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 705 ACCRUED INSURANCE LIABILITIES								
04/13/2016	PAYAB	109488*#	MOR030116	MORGAN WHITE	INSURANCE - MARCH 2016	231-021	000	2,840.59
Total for fund 705 ACCRUED INSURANCE LIABILITIE								11,827.78
Fund: 736 RETIREE HEALTH CARE FUND								
03/04/2016	PAYAB	109287	03012016	BENISTAR/UA - 6803	INSURANCE - MARCH 2016	717-000	218	1,652.00
03/04/2016	PAYAB	109309*#	KCL021016	KCL GROUP BENEFITS	INSURANCE - 03/01/16-03/31/16	717-000	218	501.94
03/10/2016	PAYAB	109333	04012016	BENISTAR/UA - 6803	RETIREE INSURANCE - APRIL, 2016	717-000	218	1,652.00
03/10/2016	PAYAB	109338*#	9477800	FIDELITY SECURITY LIFE INS/EY INSURANCE - MARCH, 2016		717-000	218	95.24
03/24/2016	PAYAB	109431*#	KCL031016	KCL GROUP BENEFITS	INSURANCE - APRIL, 2016	717-000	218	541.60
03/24/2016	PAYAB	109434*#	575266	MORGAN WHITE	INSURANCE	717-000	218	339.93
04/13/2016	PAYAB	109485*#	9909447	FIDELITY SECURITY LIFE INS/EY INSURANCE - APRIL 2016		717-000	218	95.24
04/13/2016	PAYAB	109488*#	MOR030116	MORGAN WHITE	INSURANCE - MARCH 2016	717-000	218	339.93
Total for fund 736 RETIREE HEALTH CARE FUND								5,217.88
TOTAL - ALL FUNDS								1,055,265.88

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

04/13/2016 03:08 PM
User: CCOOGAN
DB: Walled Lake

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK DATE FROM 03/01/2016 - 03/31/2016
Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
03/16/2016	PAYAB	61 (E)		WEX BANK	GAS AND OIL	732-000	335	371.90
					Total for fund 101 GENERAL FUND			371.90
TOTAL - ALL FUNDS								371.90

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION OF THE CITY COUNCIL OF WALLED
LAKE AUTHORIZING THE AGREEMENT WITH OAKLAND
COUNTY EQUALIZATION FOR ASSESSING SERVICES FOR
YEARS 2016-2019

Proposed RESOLUTION 2016-14

At a regular meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 19th day of April, 2016 at 7:30 p.m.

WHEREAS, the City of Walled Lake, pursuant to the laws of the State of Michigan, including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the city for the purpose of levying State and local property taxes; and

WHEREAS, the Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division may furnish assistance to local assessing officers in the performance of property appraisal and assessment responsibilities; and

WHEREAS, the City of Walled Lake has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" and agrees to reimburse the County as provided for in the attached contract; and

NOW, THEREFORE BE IT RESOLVED, that the City Council approves the agreement with Oakland County Equalization Division for years 2016-2017, 2017-2018, and 2018-2019 for the sum of \$14.40 each year for each real property description and \$12.80 each year for each personal property description and authorizes the City Manager to execute and sign the agreement, a copy of which is attached as exhibit "A."

Motion to approve Resolution offered by _____ and seconded by _____.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

L. DENNIS WHITT
City Manager/City Clerk

LINDA S. ACKLEY
Mayor

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE SERVICES
WITH THE CITY OF WALLED LAKE
(real and personal property services)**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH THE CITY OF WALLED LAKE, (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341(hereafter, the "County"), and the City of Walled Lake, a Michigan Constitutional and Municipal Corporation whose address is 1499 E. West Maple Road, Walled Lake, Michigan, 48390-0099 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

- A. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f)), the County, has no obligation to provide these Services to or for the Municipality.
- C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division may furnish assistance to local assessing officers in the performance of certain of these legally mandated, Municipality, property appraisal and assessment responsibilities.
- D. The Municipality has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Division Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Division Assistance Services" under the terms and conditions of this Contract.

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

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2. "Equalization Division Personnel" as used in this Contract shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County. For any and all purposes in this Contract, any reference to County Agents shall also include within that term any and all Equalization Division Personnel, but any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.3. "Municipality Agent" or "Municipality Agents" shall be defined to include any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.4. "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged

violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.

- 1.5. "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.

§2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The Parties agree that the full and complete scope of any and all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").

- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. "Equalization Division Assistance Services" or "Services", to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2016 to June 30, 2019 as required by laws of the State of Michigan. The County agrees to make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
- 2.2. PURPOSE OF COUNTY "SERVICES". The Parties agree that the purpose of any and all "Equalization Division Assistance Services" or "Services" to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official

functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

- 2.3. MANNER COUNTY TO PROVIDE SERVICES. The Parties agree that any and all "Equalization Division Assistance Services" or "Services" to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's "Equalization Division Personnel" as defined herein.
- 2.3.1. Equalization Division Personnel, including those certified as MMAO, shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.
- 2.3.2. The Parties agree that the County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all Equalization Division Personnel in the performance of any and all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote,

layoff, furlough, discharge any Equalization Division Personnel and/or pay any and all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.

- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.
- 2.3.5. The Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.
- 2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services " or

assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.

2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§3. TERM OF CONTRACT. The Parties agree that the term of this Contract shall begin on the effective date of this Contract, as otherwise provided herein, and shall end on June 30, 2019, without any further act or notice from either Party being required. Any and all County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

§4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or Equalization Division Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

- 4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 4.3. The Parties agree that the Municipality shall at all times remain responsible for the ultimate completion of any and all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of any and all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

- 5.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§6. PAYMENT SCHEDULE. In consideration of the promises set forth in this Contract, the Municipality agrees to pay to the County: For the contract years 2016-2017, 2017-2018, and 2018-2019 the sum of \$14.40 each year for each real property description and \$12.80 each year for each personal property description rendered during the life of this Contract. Payment for the contract year 2016-2017 is payable on or before July 1, 2017, payment for the contract year 2017-2018 is payable on or before July 1, 2018 and payment for the contract year 2018-2019 is payable on or before July 1, 2019.

If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime

rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:

- 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
- 6.1.2. Dates requiring overtime set by the Municipality Charter.
- 6.2. The Municipality agrees to be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
- 6.3. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 6.4. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 6.5. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.

§7. LIABILITY. The Municipality further agrees that the County shall not be liable to the Municipality for any and all Claim(s), except as otherwise expressly provided for in this Contract.

- 7.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.
- 7.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of

any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

- 7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this Contract, including, but not limited to, the applicable millage rate. The parties agree that under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.

§8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with Equalization Division Personnel in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all County Services under this Contract.

- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.

- 8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
- 8.4. The Municipality agrees to provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the municipality agrees to notify the County immediately of approval of any application for abatement or tax exemption.
- 8.5. The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 8.6. The Municipality will be responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
- 8.7. The Municipality agrees that its agents will perform the following functions:
- 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
 - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
 - 8.7.3. Be responsible for the establishment, accuracy and compilation of all Special Assessment rolls in the Municipality.
 - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and any and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
 - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
- 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and they shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the person or persons performing said tasks.
- §9. INDEPENDENT CONTRACTOR. The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability,

right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §11. INDEMNIFICATION. Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- §12. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 12.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 12.2. The Municipality agrees that any and all Municipality obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §13. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. The Parties agree that this Contract, and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the City of Walled Lake. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the City of Walled Lake and shall also be filed with the office of the Clerk of the County and the Clerk for the City of Walled Lake.

- §14. The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.
- 14.1. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.
- §15. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §16. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §17. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §18. NOTICES. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §19. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §20. ENTIRE CONTRACT. This Contract, consisting of a total of fourteen (14) pages, sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This

Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

IN WITNESS WHEREOF, Linda S. Ackley, Mayor of the City of Walled Lake hereby acknowledges that she has been authorized by a resolution of the Governing Body of the City of Walled Lake, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Walled Lake to the terms and conditions of this Contract.

EXECUTED: _____ DATE: _____
Linda S. Ackley, Mayor
City of Walled Lake

WITNESSED: _____ DATE: _____
Jennifer Stuart, Deputy Clerk
City of Walled Lake

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

EXECUTED: _____ DATE: _____
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
(Print Name) _____ DATE: _____
County of Oakland

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION DEFERRING THE FISCAL YEAR BUDGET
PRESENTATION SPECIAL COUNCIL MEETING OF
MONDAY, MAY 16, 2016 TO THE REGULAR COUNCIL
MEETING OF TUESDAY, MAY 17, 2016

Proposed RESOLUTION 2016-15

At a regular meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 19th day of April, 2016 at 7:30 p.m.

WHEREAS, the City Charter calls for the Budget Officer to prepare and submit to the Council on the third Monday in May each year, at a special meeting of the Council at 8:00 p.m., of each year, a recommended budget; and

WHEREAS, Section 2.4 of the City Charter grants the exercise of power in that “if alternate procedures are to be found in different statutes, then the Council shall select that procedure which it deems to be most expedient and to the best advantage of the city and its inhabitants,” and

WHEREAS, each Council meeting involves staffing, publishing, and other operational costs; and

WHEREAS, Council has a regularly scheduled meeting on May 17, 2016, the third Tuesday of May.

NOW, THEREFORE BE IT RESOLVED THAT:

Section 1. The required third Monday in May special Council meeting for budget presentation is deferred until the regular scheduled Council meeting of May 17, 2016.

Motion to approve Resolution offered by _____ and seconded by _____.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

L. DENNIS WHITT
City Manager/City Clerk

LINDA S. ACKLEY
Mayor

MEMORANDUM

To: Walled Lake City Council Members
From: Vahan C. Vanerian, City Attorney
Re: *Consumer Energy Gas Franchise Ordinance*
File: 7037 NF4
Date: April 11, 2016

Attached for FIRST reading, please find a proposed ordinance granting a gas utility franchise to Consumers Energy. Consumers Energy has been providing natural gas service to Walled Lake residents pursuant the current thirty (30) year gas franchise ordinance, C-43-86. Because the current franchise is due to expire, a new franchise ordinance must be adopted in accordance with applicable requirements of City Charter and City Code. Granting the proposed new franchise would allow Consumers Energy to continue furnishing natural gas to Walled Lake residents by granting Consumers continued use of public right of ways and areas to maintain and operate its pipes and facilities. Charter requires a utility franchise must be granted pursuant to ordinance.

Subsequent to adoption of the current Consumers Franchise, the City adopted an Electric and Gas Utility Franchise ordinance codified under Chapter 32 of the City Code (“Franchise Ordinance”). Pursuant to Sec. 32-71 of the Franchise Ordinance, the term of a utility Franchise is limited to ten (10) years. Sec. 32-20 of the Franchise Ordinance further requires payment of a non-refundable \$3,500.00 franchise fee. The remaining provisions of the proposed new Consumers Franchise materially track the requirements under the current Franchise Ordinance. The proposed Franchise is both non-exclusive and revocable, therefore voter approval is not required.

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE
ORDINANCE NO. C-324-16**

AN ORDINANCE GRANTING TO CONSUMERS ENERGY COMPANY THE RIGHT, POWER AND AUTHORITY TO LAY, MAINTAIN AND OPERATE GAS MAINS, PIPES AND SERVICES ON, ALONG, ACROSS AND UNDER THE HIGHWAYS, STREETS, ALLEYS, BRIDGES AND OTHER PUBLIC PLACES, AND TO OPERATE A LOCAL GAS SUPPLY BUSINESS WITHIN THE CITY OF WALLED LAKE

THE CITY OF WALLED LAKE ORDAINS:

Section 1. SHORT TITLE.

This Ordinance shall be known and may be cited as the “Consumers Energy Gas Company Franchise Ordinance.”

Section 2. STATEMENT OF PURPOSE.

This Ordinance grants to Consumers Energy Company the right, power, and authority to lay, maintain, and operate gas mains, pipes, and services on, along, across, and under the highways, streets, alleys, bridges, waterways, and other public places and to transact a local gas business in the City of Walled Lake, Oakland County, Michigan for a period of ten years, and to repeal Ordinance No. C-43-86, the existing Consumers Power Company Gas Franchise Ordinance.

Section 3. GRANT, TERM AND USE AREAS.

Subject to and as provided in this Ordinance and the City Charter, the City of Walled Lake , Oakland County, Michigan (the “City”), hereby grants to Consumers Energy Company, a Michigan corporation (the “Grantee”), the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the public highways, streets, alleys, bridges, waterways and other public places (“Use Areas”), and to transact a local gas business, furnishing manufactured or natural gas, in the City for a period of ten (10) years.

Section 4. CONSIDERATION.

In consideration of the rights, power and authority granted by City, Grantee (which when used in this Ordinance shall include all of its officers, employees and agents) shall faithfully perform and be subject to all provisions of this Ordinance.

Section 5. CONDITIONS.

(a) No Use Area used by Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same or better order and condition as when the work was commenced within a reasonable time to be determined by the City. Upon Grantee's failure to complete required restoration, the City, after giving 10 business days notice (except in an emergency as determined by the City) to Grantee of its intention to do so, may perform or secure performance of the required restoration work, with the costs thereof to be paid by Grantee to the City within 30 days of the City's billing or invoice.

(b) Except in the case of an emergency, the Grantee shall provide at least five business days written notice to the City prior to the commencement of any work that will obstruct any Use Area.

(c) No Use Area shall be placed or left in a dangerous or unsafe condition by Grantee. In the event that a dangerous or unsafe condition exists as a result of activities conducted by the Grantee and it is not corrected by Grantee in a time and manner consistent with the nature and location of the condition as designated by the City in a verbal, telephone, written or electronic notice to Grantee, the City may abate the dangerous or unsafe condition in the same manner, with Grantee responsible for any and all costs incurred by the City in doing so and in responding to and securing the location of the condition pending Grantee's response to the City's notice. Restoration obligations of Grantee for Use Areas other than abatement of dangerous or unsafe conditions are provided for in Section 5(a).

(d) Grantee's installations and operations shall not unnecessarily or unreasonably interfere with public and other permitted uses of any Use Area. All of Grantee's structures, supplies, and equipment shall be so placed, while work is being done, on either side of the Use Area so as not to unnecessarily interfere with the use thereof by the public.

(e) Unless preempted by the existing or amended Michigan Gas Safety Code, Grantee's rights under this Ordinance are conditioned on and require compliance with all lawful and applicable City Ordinances, including any construction or work permit requirements under the City's Code of Ordinances, provided however, that nothing herein shall be construed as a waiver by Grantee of its existing or future rights under State or Federal law.

(f) Grantee's rights in any Use Area are subject to lawful and reasonable existing and future regulations of the Use Area that the City reserves the right to adopt and enforce. The City shall provide Grantee with at least 30 days written notice of any such regulation.

(g) Grantee's rights in any Use Area are subject to the right of the City and/or other governmental entity with jurisdiction of that Use Area to make improvements and/or perform repairs, maintenance and other work. If such work requires Grantee's mains, pipes, facilities or services to be temporarily or permanently discontinued, disconnected, moved or relocated, Grantee shall be responsible for doing so within a reasonable time specified in a written notice and for all of the costs and expenses in doing so. If the Grantee fails to comply with such a notice, the City and/or governmental entity may perform or secure the performance of the

required work, with the costs thereof to be paid by Grantee within 30 days of being billed or invoiced.

(h) Nothing in this Ordinance should be construed to alleviate the Grantee from having to comply with any State, Federal, or local law regulating and/or pertaining to wetlands or waterways.

Section 6. GRANTEE LIABILITY, INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS.

Grantee shall at all times keep and save the City and its officials, officers, employees and agents free and harmless from all claims for damages, costs and expense arising from or related to Grantee's negligent or other legally actionable errors or omissions in the exercise of rights in a Use Area under this Ordinance. In case any action asserting such a claim and/or a claim against the City on account of the permission herein given is commenced, Grantee shall defend the action and save the City and its officials, officers, employees and agents free and harmless from all costs, expenses, losses and damages of or awarded or incurred in the action. Grantee shall reimburse the City for any costs incurred in responding to any emergency involving Grantee's natural gas transmission or distribution facilities. Nothing in this section shall authorize City to make or attempt to make alterations and or repairs to Grantee's natural gas transmission or distribution facilities, structures, and equipment. The City will promptly provide written notice to Grantee of claims or actions believed to be the responsibility of Grantee under this Section.

Section 7. INSURANCE.

Grantee shall maintain liability insurance coverage in a manner authorized by the laws of the State of Michigan, insuring against liability for loss or damages for bodily injury, death and property damages that are caused by, arise from or are the result of Grantee's actions or omissions in the exercise of rights under this Ordinance. Grantee shall provide written proof of the required liability insurance coverage to the City Clerk upon written request.

Section 8. EXTENSION.

Grantee shall construct and extend its gas distribution system within the City, and shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations.

Section 9. FRANCHISE NOT EXCLUSIVE.

The rights, power and authority granted to Grantee by this Ordinance are not exclusive.

Section 10. RATES, BILLINGS AND METERS.

Grantee may charge for gas furnished in the City according to rates approved by the Michigan Public Service Commission or its successor authority. Such rates and rules shall be subject to review and change upon petition by Grantee or by resolution of its City Council. All

bills for gas furnished by the Grantee shall be payable monthly or on another periodic basis authorized by law. The Grantee shall furnish and maintain commercially accurate meters to measure the gas furnished to each customer.

Section 11. REVOCATION.

The franchise granted by this Ordinance is subject to revocation at the will of either party upon sixty (60) days written notice to the other party.

Section 12. MICHIGAN PUBLIC SERVICE COMMISSION JURISDICTION.

In addition to the other requirements of this Ordinance, Grantee shall be subject to and comply with the applicable rules and regulations of the Michigan Public Service Commission or its successor applicable to gas service in the City.

Section 13. SALE, ASSIGNMENT AND TRANSFER.

Grantee shall not sell, assign, sublet or transfer this franchise or any rights under it without the written consent of the City Council.

Section 14. NOTICES.

Subject to modification by written notice of the party entitled to receive notice, Grantee notices to the City under this Ordinance shall be to the City Manager and City Clerk at 1499 E. West Maple Rd., Walled Lake, Michigan 48390, and City notices to Grantee shall be to Grantee's Community Services Manager at 1030 Featherstone, Pontiac, Michigan 48342, with notices considered as given on the day they are received if given electronically, by fax or by certified or delivered mail, or if first class mail is used, on the third business day after mailing.

Section 15. ACCEPTANCE.

Grantee shall file a written acceptance of the franchise granted by this Ordinance with the City Clerk within thirty (30) days after adoption.

Section 16. SEVERABILITY.

If any section, subsection, clause, phase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of the Ordinance, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 17. SAVINGS.

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

Section 18. REPEALER.

Ordinance No. C-43-86, the Consumers Power Company Gas Franchise Ordinance, is expressly repealed. Any other ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this Ordinance full force and effect.

Section 19. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect upon enactment, publication and availability for public inspection in accordance with the applicable provisions of state law and City Charter, or upon Grantee filing a written acceptance of the franchise granted by this Ordinance with the City Clerk, whichever occurs later.

Section 20. FRANCHISE FEE.

Pursuant to Sec. 32-21 of the City of Walled Lake Code of Ordinances, Grantee shall pay to the City of Walled Lake a non-refundable Franchise Fee in the amount of \$3,500.00. The rights conferred upon Grantee pursuant to this ordinance shall be conditional upon payment of the required Franchise Fee.

AYES:
NAYS:
ABSENTS:
ABSTENTIONS:

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

CERTIFICATION

I, the undersigned, the duly qualified and acting City Clerk for the City of Walled Lake, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Walled Lake City Council at a regular meeting held on the ____ day of _____, 2016.

The above Ordinance was given publication in the
_____ on _____, 2016.

L. DENNIS WHITT, City Clerk
CITY OF WALLED LAKE

LINDA ACKLEY, Mayor
CITY OF WALLED LAKE

Introduced: _____
Adopted: _____
Effective: _____

**CITY OF WALLED LAKE
OAKLAND COUNTY, MICHIGAN
CONSUMERS ENERGY COMPANY GAS FRANCHISE
ORDINANCE ORDINANCE NO. C-324-16**

FRANCHISE ACCEPTANCE

Consumers Energy Company, acknowledges, agrees to and accepts the Consumers Energy Company Gas Franchise Ordinance No. C-324-16 as adopted by the City of Walled Lake City Council on _____ 2016.

GRANTEE
CONSUMERS ENERGY COMPANY

By:

Its:

This Franchise Acceptance was signed before me under oath and penalties of perjury, for and on behalf of Consumers Energy Company by _____, its authorized _____ on _____ 2016.

Notary Public

_____, County, Michigan.

Acting in _____ County

My Commission: Expires: _____