



**CITY OF WALLED LAKE
REGULAR COUNCIL MEETING
Tuesday, June 21, 2016
7:30 p.m.**

PLEDGE TO FLAG & INVOCATION

ROLL CALL & DETERMINATION OF
A QUORUM

PRESENTATION

1. 52-1st Division District Court – Judge David Law
2. Michigan Airline Trailway – John Hensler and Kristen Wiltfang

REQUESTS FOR AGENDA CHANGES

APPROVAL OF MINUTES

1. Regular Council Meeting of May 17, 2016

Pg. 3

AUDIENCE PARTICIPATION

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

COUNCIL CONSIDERATION

1. Duncan Disposal Systems – waste and recycling collection performance under current contract
2. Public Works Capital Improvement Purchase Request - Bucket Truck

Pg. 12

MAYOR’S REPORT

COUNCIL REPORT

CITY MANAGER’S REPORT

1. Departmental / Divisional Statistical Reports
 - a. Police
 - b. Fire
 - c. Code Enforcement
 - d. Finance – Warrant Report #6-2016
2. Executive Session to provide update on pending labor negotiations
3. Tentative agreement with the Police Officers Association of Michigan (POAM)

Pg. 13

Pg. 16

Pg. 23

Pg. 25

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 discuss pending litigation Crown Castle, et. al. OCCC Case No. 15-146205-CZ
3. Executive Session to discuss Attorney Client Communications – Recovery Home Special Land Use Application
4. Attorney Client Communication Balla v City of Walled Lake, et.al. 52-1Dist. Ct. Case No. 16-C02156-GC

Pg. 45

UNFINISHED BUSINESS

1. Second Reading C-324-16 Consumer’s Energy Franchise Agreement
2. Second Reading C-325-16 Zoning Map Ordinance Amendment

Pg. 48

Pg. 53

NEW BUSINESS

1. Proposed Resolution 2016-20 Ratifying the Agreement with the Police Officers Association of Michigan (POAM) on behalf of the Walled Lake Police Officers Association from July 1, 2016 – June 30, 2019
2. Proposed Resolution 2016-21 Oakland County Information Technology Interlocal Agreement

Pg. 58

Pg. 60

3. Proposed Resolution 2016-22 L-4029 2016 Millage Request and Tax Levy Pg. 92
4. Proposed Resolution 2016-23 Delinquent Water, Sewer, and Refuse
Receivables Pg. 94
5. Proposed Resolution 2016-24 Delinquent Property Transfer Affidavit Pg. 96
6. Proposed Resolution 2016-25 Budget Amendment Pg. 98

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, MAY 17, 2016
7:30 P.M.**

The Meeting was called to order at 7:30 p.m. by Mayor Pro Tem Ambrose.

Pledge of Allegiance led by Mayor Pro Tem Ambrose.

Invocation led by Mayor Pro Tem Ambrose

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

ABSENT: Mayor Ackley

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

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

CM 05-01-16 MOTION TO EXCUSE MAYOR ACKLEY FROM TONIGHT'S MEETING

Motion by Robertson, seconded by Owsinek, CARRIED UNANIMOUSLY: To excuse Mayor Ackley from tonight's meeting.

PUBLIC HEARING:

1. 2017 Fiscal Year Budget Appropriations

Finance Director Coogan provided a summary and synopsis of the 2017 Fiscal Year Budget Appropriations. She said Council, over the last five years has done a fantastic job managing the City's financial crisis has successfully closed the operational deficit gap. She explained although the budget is under control operationally there are still four (4) big ticket items that are of concern – capital improvement needs, pension debt, retiree health care debt, and water & sewer infrastructure maintenance. She said the city staff is down to 23 fulltime employees supplemented with part time employees which still provide the boots on the ground and staff in the office to provide service to residents.

She explained the budget has a planned use of the City's General Fund reserves for Capital Improvements purchases for 2017-2018 including a new fire truck, Maple Road repair and the public safety campus improvement. She said the DDA is estimated to have \$1.6 million in

reserves at the end of fiscal year 2018. She explained the Downtown Development Authority (DDA) captures funds from the City, Community Colleges, County, etc. She said the DDA is charged a fee for City services including administrative, public works, police and fire.

City Manager Whitt said the DDA serves an important purpose in supporting the downtown; and that includes more than hosting events. Finance Director Coogan said all the captured monies are tax revenues from the residents of Walled Lake and it is money that will be spent in Walled Lake.

Open Public Hearing 7:58 p.m.

Dennis Burks – 206 Spring Park - said he has been in the City for 53 years he asked if the bucket truck is completely worn out. He said he has seen it throughout the City doing work. Finance Director Coogan stated the bottom of the truck is rusted out and has a make shift bottom. He asked what is wrong with the current fire ambulance. He asked how old the current ambulance is. Fire Chief Coomer stated it was nine years old. Mayor Pro Tem Ambrose said there is revenue generated for each run the ambulance provides.

Mr. Burks said he is not in favor of having a Police Department in Walled Lake. He said in the evening the doors are locked at the station and he has heard all different kinds of negative things about trying to get a call through to the department during an emergency situation. He said the City is 2.2 miles in size, he asked why the City needs ten (10) police cars. He asked what the up keep cost and insurance was. He said the traffic is bad along Pontiac Trail near the funeral home the speed is 35 mph and people go 45-50 mph all day long and no officers are there. He said he is on the road a lot and he is in favor of bringing in the County or State to provide police services. He said there needs to be somebody at the counter in case somebody needs assistance. He said the police station needs to be manned regardless if it's the County or State providing the service.

Council Member Helke said she attended two of three budget work sessions and because she could not attend the third, she had met with Finance Director Coogan for a one on one. She asked to receive the budget in full before it comes before Council.

Close Public Hearing 8:04 p.m.

City Manager Whitt said next year's budget process can begin sooner and it can be modified to fit Council's needs.

Council agreed to move approval of New Business item #1 after the public hearing.

1. Proposed Resolution 2016-17 General Appropriations Act Fiscal Yr 2017

CM 05-02-16 Approve Resolution 2016-17 General Appropriations Act Fiscal Year 2017

Motion by Lublin, seconded by Loch, CARRIED UNANIMOUSLY: To approve Resolution 2016-17 General Appropriations Act Fiscal Year 2017.

REQUESTS FOR AGENDA CHANGES:

City Attorney Vanerian said he is requesting to postpone Unfinished Business #1 Second Reading C-324-16 Consumer's Energy Franchise Agreement. He said he has a conference call scheduled for this Thursday with the attorney for Consumer's Energy. By Council's consent, the second reading was moved to next month's agenda.

APPROVAL OF MINUTES:

CM 05-03-16 APPROVAL OF THE APRIL 19, 2016 REGULAR COUNCIL MINUTES

Motion by Owsinek, seconded by Lublin, CARRIED UNANIMOUSLY: To approve the April 19, 2016 Regular Council Minutes.

AUDIENCE PARTICIPATION:

Tyler Johnson, 193 Spring Park – asked about the City's stance and game plan on the development of marijuana shops in the City. He said he has lived in the City his whole life. He asked if there were tax incentives for the City to have more pot shops like Bazonzo's. He asked if there was a tax incentive to bring them to Walled Lake. Mayor Pro Tem Ambrose said there was no intention to bring them to Walled Lake. He explained the people voted to somewhat legalize the medicinal use of marijuana and the City created an ordinance to regulate locations so there would not be an issue. He said the City is not picking up any revenue and does not promote any dispensaries.

Kenneth Kolke – 179 Spring Park - said he provided an email to Council regarding issues he would like further clarification on regarding the Maher project. He said he wants to review the Huron Watershed and how it relates to the City Zoning Code 10.01. He said as of 2006 under code C-2, General Purpose for Commercial District provides a variety of commercial uses not provided by C-1. He said it is served by a major thoroughfare and away from sensitive residential areas. He said he did research on the internet to define residential area; it is a neighborhood that falls within a watershed. He is asking for clarification. He said generally to the north there is a pipeline and south there is no confirmed property. He said he has an issue with public safety. He asked what the City's contingency plan is if there was an accident that required immediate evacuation of Spring Park or Fawn Lake Estates. He said they only have one way in and one way out and if Pontiac Trail is closed what does the City propose for him, the neighbors, children and senior citizens. He asked how the City plans to address evacuation should a situation arise. He said the business practice of Maher Enterprises consists of importing the material, warehouse it, and then contract the job out and fill the sites. He said it is not an actual street front commerce trading where someone can go in and purchase the product. He said he is asking for clarification. He said he did some further investigating of operating a commercial warehouse and it is to be zoned industrial. He thanked Council for their time.

Dennis Burks – 206 Spring Park - said Mr. Maher supposedly went around his neighborhood and spoke with the neighbors he did not talk with him. He said Mr. Maher provided a different blue print plan. He said he has never seen the new plan and he understands they have a two story building planned and have outlined a retention pond along the side of Fawn Lakes Estates property near Dan's Auto. He said Mr. Liddy said he had no idea this project was occurring. He said Mr. Maher has a right to develop his property but not a two story building, maybe a single garage. He said not to allow access or parking off of Spring Park. He said he has been in this area his whole life and there are too many things that contradict each other. He said he does not trust Mr. Maher. He said he has nothing to gain or lose; he and his family have lived on Spring Park a long time. He asked how the water runoff and snow removal would be addressed. He said there are water fowl nesting in the area where there is a proposed retention pond. He understands Walled Lake will not stay the small town he grew up in but this project is not going to work off of Spring Park. He said there are many other places in the City Mr. Maher can construct his big building.

Mayor Pro Tem Ambrose said the case already went before the Planning Commission and it is scheduled to go before the Zoning Board of Appeals, he said if there are further questions he suggested attending the Zoning Board of Appeals meetings.

Council Member Robertson said the applicant has a tentative approval from the Planning Commission provided Mr. Maher is approved for his variance from the Zoning Board of Appeals. He said there is no zero clearance anymore. He said there will be a hearing in June for the Zoning Board of Appeals. He said the height has come down from 40 feet to 30 feet and it is a flat roof instead of a steeple; he is required to have a masonry screen fence in the back between the residential and commercial property.

COUNCIL CONSIDERATION:

1. Fire Department Request for Ambulance Replacement

Fire Chief Coomer said the City was part of a committee formed by a conglomerate of municipalities who worked with Michigan Intergovernmental Trade Network (MITN) on Request for Proposals (RFP) for new vehicles. He said the committee awarded the bid to Mercy Sales Incorporated. He explained the ambulance has reached its nine year anticipated life cycle and they have had reliability issues and increased maintenance costs. He said this purchase is part of the Fiscal Year 2017 Capital Improvement Plan.

**CM 05-04-16 MOTION TO APPROVE BID AWARD FOR AMBULANCE
REPLACEMENT TO MERCY SALES INCORPORATED AND
GRAPHIK CONCEPTS FOR VEHICLE GRAPHICS IN THE
AMOUNT OF \$187,510.00**

Motion by Owsinek, seconded by Lublin, CARRIED UNANIMOUSLY: To approve bid award for ambulance replacement to Mercy Sales Incorporated and Graphik Concepts for vehicle graphics in the amount of \$187,510.00.

MAYOR'S REPORT: None

COUNCIL REPORT: None

CITY MANAGER'S REPORT:

1. Departmental / Divisional Statistical Reports

a. Police

b. Fire

c. Code Enforcement

d. Finance

- **Warrant Report #5-2016**
- **Investment Report**
- **March 2016 Financial Highlights Report**

CM 05-05-16 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.

2. Executive Session to discuss Department / Division Head Contract

CM 05-06-16 APPROVE TO ENTER INTO EXECUTIVE SESSION TO DISCUSS DEPARTMENT / DIVISION HEAD CONTRACT

Motion by Owsinek, seconded by Lublin, MOTION CARRIED: To enter into executive session to discuss Department / Division Head Contract.

Roll Call Vote:

Yes: (6) Helke, Loch, Lublin, Owsinek, Robertson, Ambrose

No: (0)

Absent: (1) Ackley

Abstain: (0)

(6-0) MOTION CARRIED

3. Executive Session to discuss pending labor negotiations

CM 05-07-16 APPROVE TO ENTER INTO EXECUTIVE SESSION TO DISCUSS PENDING LABOR NEGOTIATIONS

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

Roll Call Vote:

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

(6-0) MOTION CARRIED

CORRESPONDENCE:

1. Regarding complaint of trash service provided by Duncan Disposal

City Manager Whitt explained that there has been additional electronic communications received. He suggested that Council request a report for the next meeting to discuss the performance of Duncan Disposal. He said he expected somebody to speak about Duncan's service. He said the City has a contract and they work for the City. He said there are performance issues whether it's the resident's issues or Duncan's issues, its time Council had this discussion. He said city staff is receiving more phone calls and more complaints. He said Duncan Disposal's contract will be discussed at the next meeting and the letter will include a request to have a Duncan representative at the next Council meeting for an explanation.

Assistant City Manager Rodgers said that the contract requires a written 180 day notice of termination.

Mayor Pro Tem Ambrose said this is not a one-time incident. He said this was brought up about a year and half ago. He said he was not sure if it's the placement of the trash or what. He said our DPW has been out to pick up the missed trash.

City Manager Whitt stated Duncan Disposal needs to be notified their performance is a subject of public discussion. He said the city employees answering the phone are taking a beating from angry citizens and by all rights the citizens are angry.

CM 05-08-16 INSTRUCT MANAGEMENT TO SEND LETTER TO DUNCAN DISPOSAL AND REQUEST APPEARANCE AT NEXT COUNCIL MEETING TO PROVIDE EXPLANATION

Motion by Robertson, seconded by Lublin, CARRIED UNANIMOUSLY: To instruct management to send letter to Duncan Disposal and request appearance at next council meeting to provide explanation.

2. Regarding opposition to the Maher project at 861 N. Pontiac Trail

Mayor Pro Tem Ambrose said correspondence was provided in the packet and it has been received and noted.

ATTORNEY'S REPORT:

- 1. Executive Session to discuss pending litigation settlement proposal**
- 2. Executive Session to discuss pending labor dispute and personnel issue**
- 3. Executive Session to discuss legal issues with parking agreement**

**CM 05-09-16 APPROVE REQUEST TO ENTER INTO EXECUTIVE SESSION
TO DISCUSS ALL THREE ITEMS UNDER ATTORNEY'S
REPORT**

Motion by Lublin, seconded by Loch, MOTION CARRIED: To enter into executive session to discuss all three items under Attorney's Report.

Roll Call Vote:

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

(6-0) MOTION CARRIED

UNFINISHED BUSINESS:

- 1. Second Reading C-324-16 Consumer's Energy Franchise Agreement**

Item was tabled until June meeting.

NEW BUSINESS:

- 2. Proposed Resolution 2016-18 West Nile Virus Reimbursement Program**

Assistant City Manager Rodgers said the City qualifies for reimbursement for the Oakland County West Nile Virus program after required training is fulfilled. She said this year there is \$1,555.12 to purchase items for the catch basins.

**CM 05-10-16 Approve Resolution 2016-18 West Nile Virus Reimbursement
Program**

Motion by Robertson, seconded by Helke, CARRIED UNANIMOUSLY: To approve Resolution 2016-18 West Nile Virus Reimbursement Program.

- 3. First Reading C-325-16 Zoning Map Ordinance Amendment**

Assistant City Manager Rodgers said this item went to Planning Commission in April of 2016 she explained the City has received an interest in redeveloping the commercial area of Pontiac Trail between Maple Road and Walled Lake Drive. She said the amendment will bring the structures into compliance and be more consistent with the development pattern of this area.

CM 05-11-16 Approve First Reading of C-325-16 Zoning Map Ordinance Amendment

Motion by Robertson, seconded by Owsinek, CARRIED UNANIMOUSLY: To approve First Reading of C-325-16 Zoning Map Ordinance Amendment.

AUDIENCE PARTICIPATION:

Dennis Burks – 206 Spring Park - asked who owns the old railroad tracks. Council Member Owsinek said it is proposed to become a Walled Lake, Wixom, Commerce Township walking trail. He said it is being purchased with Michigan Department of Transportation (MDOT) and Michigan Department of Natural Resources (MDNR) funds. He said the final purchase should be this month. Mr. Burks asked the status of the Banks Dolbeer Historical Home. Council Member Robertson said three council member volunteers did a lot of work on the inside but the outside is deteriorating badly.

COUNCIL COMMENTS:

Council Member Lublin said the tree located in front of the library used for the annual tree lighting ceremony blocks the library completely on that side. He is asking what Councils thoughts are to remove the tree, if it could be cut down and plant a new tree in a different location so it does not block the library.

CM 05-12-16 MOTION TO APPROVE CITY ADMINISTRATION TO REFOREST THE TREE IN FRONT OF THE LIBRARY AND REPLANT A NEW TREE IN A DIFFERENT LOCATION SO IT DOES NOT BLOCK THE LIBRARY

Motion by Lublin, seconded by Owsinek, MOTION CARRIED: To approve City Administration to reforest the tree in front of the library and replant a new tree in a different location so it does not block the library.

Roll Call Vote

Yes (4)	Owsinek, Loch, Lublin, Ambrose
No (2)	Robertson, Helke
Absent (1)	Ackley
Abstain (0)	

(4-2) MOTION CARRIED

Council Member Helke she appreciates the audience input.

Council Member Robertson agreed and said there are openings on some of the Boards and Commissions. He said he felt it was rewarding, you feel like you're in the loop and you feel like you can make a difference.

Council Member Loch thanked the audience for attending and invited everyone to the Memorial Day Parade. She said the Parks and Recreation Commission purchased their new signs promoting the concerts and they are very nice. She said the summer concerts will now be hosted at Hiram Sims Park.

Mayor Pro Tem Ambrose said the Memorial Day Parade was voted the number two small town parade not that long ago. He said it is a great time and it is televised on Comcast.

Council recessed 8:47 p.m.

Council entered into executive session at 9:02 p.m.

Council rose from executive session at 10:01 p.m.

**CM 05-13-16 MOTION TO FOLLOW CITY ATTORNEY'S
RECOMMENDATION IN EXECUTIVE SESSION TO GRANT
CITY MANAGER SETTLEMENT AUTHORITY**

Motion by Robertson, seconded by Loch, CARRIED UNANIMOUSLY: To follow City Attorney's recommendation in executive session to grant City Manager settlement authority.

**CM 05-14-16 MOTION TO APPROVE DEPARTMENT/ DIVISION HEAD
CONTRACT FOR FIRE CHIEF JAMES COOMER RESOLUTION
2016-19**

Motion by Lublin, seconded by Owsinek, CARRIED UNANIMOUSLY: To approve Department / Division Head Contract for Fire Chief James Coomer Resolution 2016-19.

Meeting adjourned at 10:03 p.m.

Jennifer A. Stuart, Clerk

Casey J. Ambrose, Mayor Pro Tem

History: Chapter 6, The Council: Procedure and Miscellaneous Powers and Duties: *Section 6.7 (a) A journal of the proceedings of each meeting shall be kept in the English language by the Clerk and shall be signed by the presiding officer and Clerk of the meeting.*



CITY OF WALLED LAKE
DEPARTMENT OF PUBLIC SERVICES

1499 E. West Maple Rd., Walled Lake, Michigan 48390

To: Council Members
From: Chelsea Rodgers, Public Services Coordinator
Re: Capital Purchase of Aerial Platform Lift
Date: June 17, 2016

We are requesting City Council approval for the replacement purchase of one bucket truck for use in maintenance of Downtown street lights, hanging of street light banners, and otherwise support of City activities. The replacement is included in the Fiscal year 2017 Downtown Development Authority long term capital improvement plan at \$130,000.

The purchase will replace an aging 1997 bucket truck which will be either traded in or auctioned.

Delivery date is expected to be early winter.

Vendor Quotes

Shuman Motors have been able to reduce our price 4% below that received by the State bid method. The DDA has approved the bucket truck purchase for a price not to exceed \$106,000 at the June 14, 2016 meeting.

Recommendation

Approval of bucket truck purchase from Shuman Motors, in an amount not to exceed \$106,000, to be paid from budgeted funds out of account 494.895.999.002, for delivery and payment in fiscal year end June 30, 2017. Auction proceeds or trade-in value of retired vehicle to be credited to the DDA.



Monthly Report

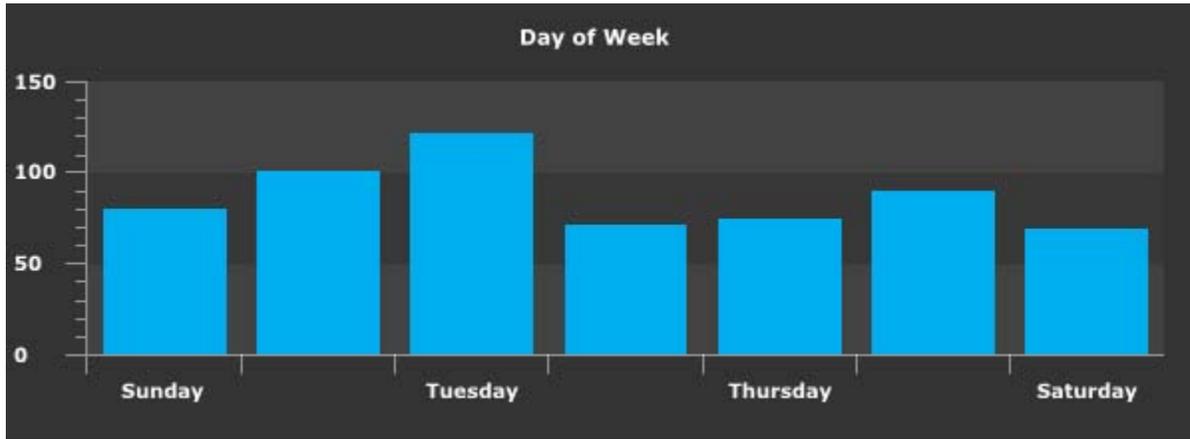
Department of Public Safety • Police Division
1499 East West Maple Road • Walled Lake, Michigan 48390 • (248) 624-3120

To: L. Dennis Whitt, City Manager
From: Paul Shakinas, Police Chief
Re: May 2016 Month End Report
Date: June 17, 2016

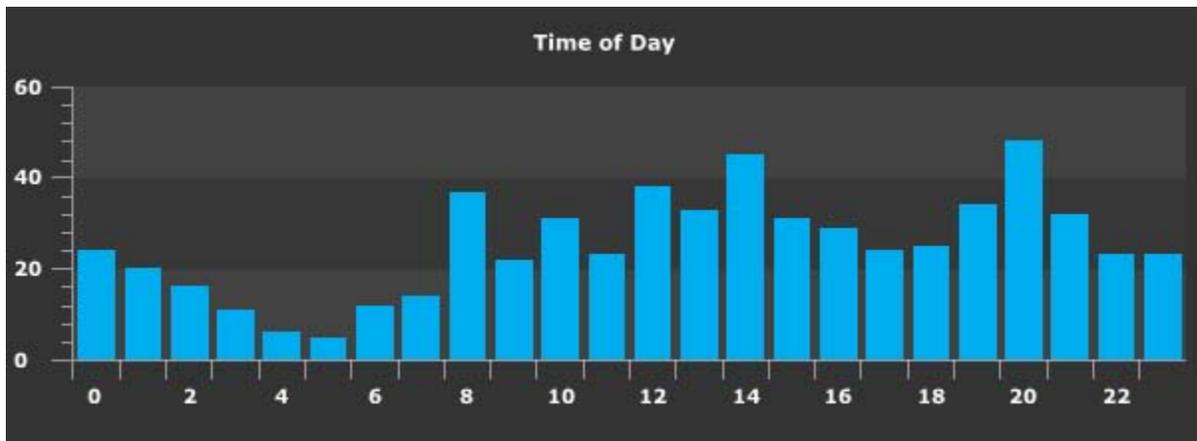
Attached you will find a report of activities as they relate to the Walled Lake Police Department for the month of May 2016.

- Completed department firearms qualification at Multi-Lakes Conservation Association.
- Officer Gomez and Reserve Officer Dziuba completed non-destructive entry training in Wixom.
- Assisted the Fire Department at 2167 Hidden Meadows for a structure fire. The renter of unit A had been repairing a motorcycle and leaking gas caused a fire. Officers evacuated the building prior to FD's arrival and assisted with traffic control.
- Officers responded to a locations on S. Commerce and Pontiac Trail where someone used a BB gun to shoot out windows. Deputies in Commerce Township responded to several similar calls. The detective is investigating.
- Detective investigated 6 cases on top of his 2 open cases, swore to 7 warrants and arraigned 5 prisoners.
- Took 566 calls for service and issued 44 Citations

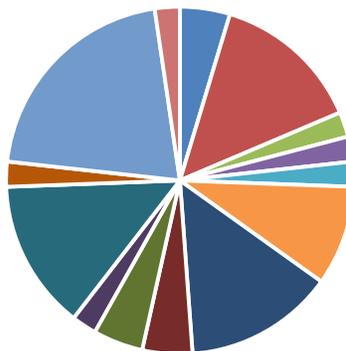
May Call Volume by day



May Call Volume by Time

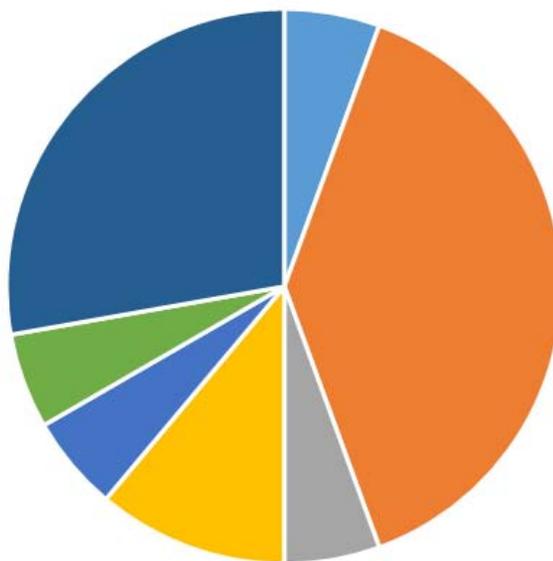


May Citations



- Careless Driving
- Disobey Stop Sign
- Drove While License Suspended
- Drove without Due Care & Caution
- Failed to Stop after Accident
- Failed to Yield
- Failed to Stop in a Clear Distance
- Improper Load
- No Proof of Insurance
- OWI
- Expired License Plate
- Interfere with Police
- Speeding
- Trespass

May Reports Taken



- Trespassing
- Family Offense
- Missing Person
- Drug Offenses
- Fraud
- Assault
- Larceny

Walled Lake Fire Department Monthly Report

May 2016

June 13, 2016

TO: L. Dennis Whitt-City Manager

FROM: James Coomer- Fire Chief

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

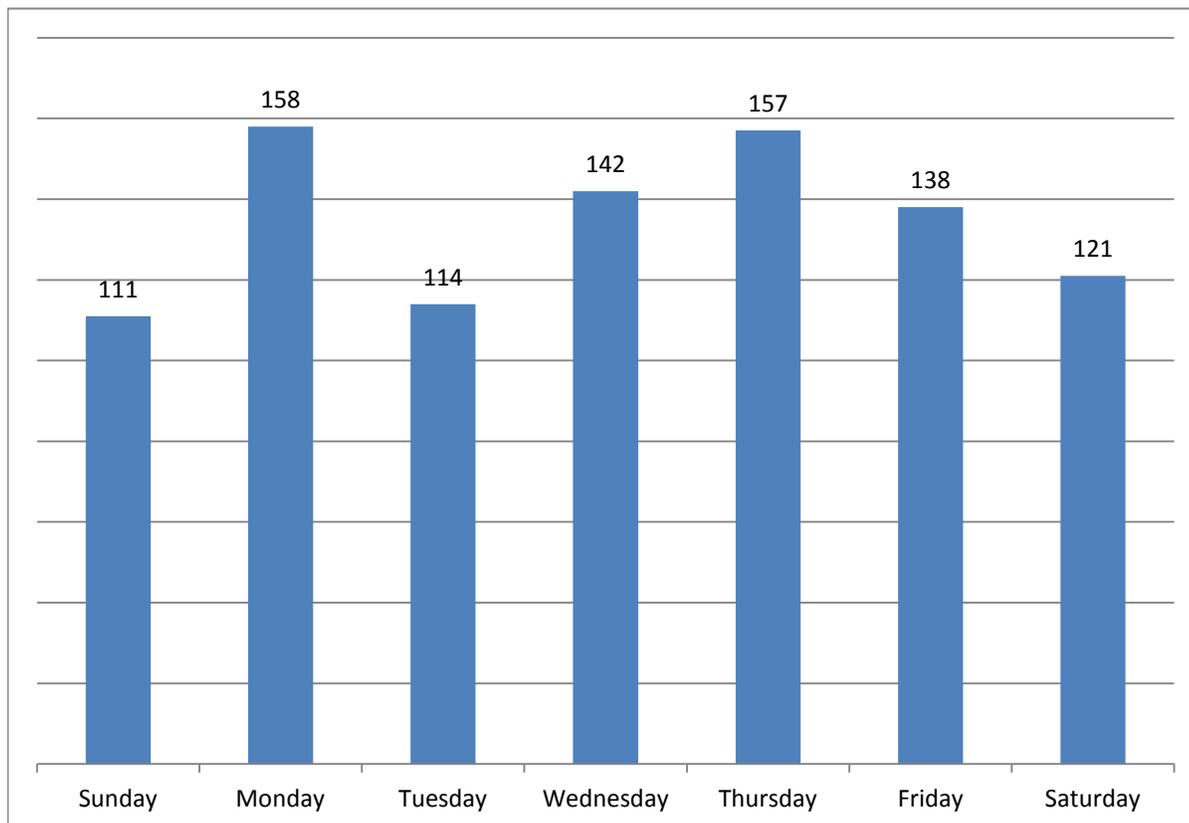
Attached you will find a report of activities as they relate to the Walled Lake Fire Department for the Month of May 2016.

- Structure fire in the Hidden Meadow condominium subdivision on May 24, 2016 caused extensive damage to four unit building. Our first engine arrived within 4 minutes of alert. 15 Firefighters from Walled Lake responded. Upon firefighters arrival found the building 25% percent consumed in flames and reports of trapped residents. A resident suffered burns to his arm and hand. Gasoline appears to have accelerated the size and rapid growth of fire. Firefighters from Commerce Township, City of Novi and Wixom assisted with extinguishing the fire. The fire is being investigated by the Oakland County Sheriff Department-Fire Investigation unit.
- Two probationary Firefighters Ted Dearing and Zachary Bryce started the Highland Township Fire Academy. The fire academy is 240 hours and graduation is September 24, 2016.
- Training this month consisted of EMS education and Drivers training. EMS Pediatric cardiac arrest was the EMS topic and firefighters received continuing education credits toward their State EMS Licenses. Drivers training consisted of a classroom lecture on defensive emergency driving and a practical exercise called the rodeo, where firefighters drive through a series of obstacles.

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

INCIDENT TYPE	May	2016	2015	2014
TOTAL INCIDENTS	87	406	896	822
TOTAL APPARATUS RESPONSES	127	609	1224	1175
FIRE	7	19	38	33
EMS/Rescue	37	225	485	506
Service Call	22	39	56	51
Good intent	12	90	240	202
False Calls	9	29	77	90
Ambulance transports	5	30	91	255
Mutual Aid information				
Auto Aid Given	1	6	15	18
Auto-Aid Received	1	2	5	17
Mutual Aid Given	0	14	17	21
Mutual Aid Received	5	9	7	5
Response Time/Staff				
Average Response Time	3.39	3.75	4:50	5:01
Average Staff Per Call	3.7	3.75	3.7	4.6

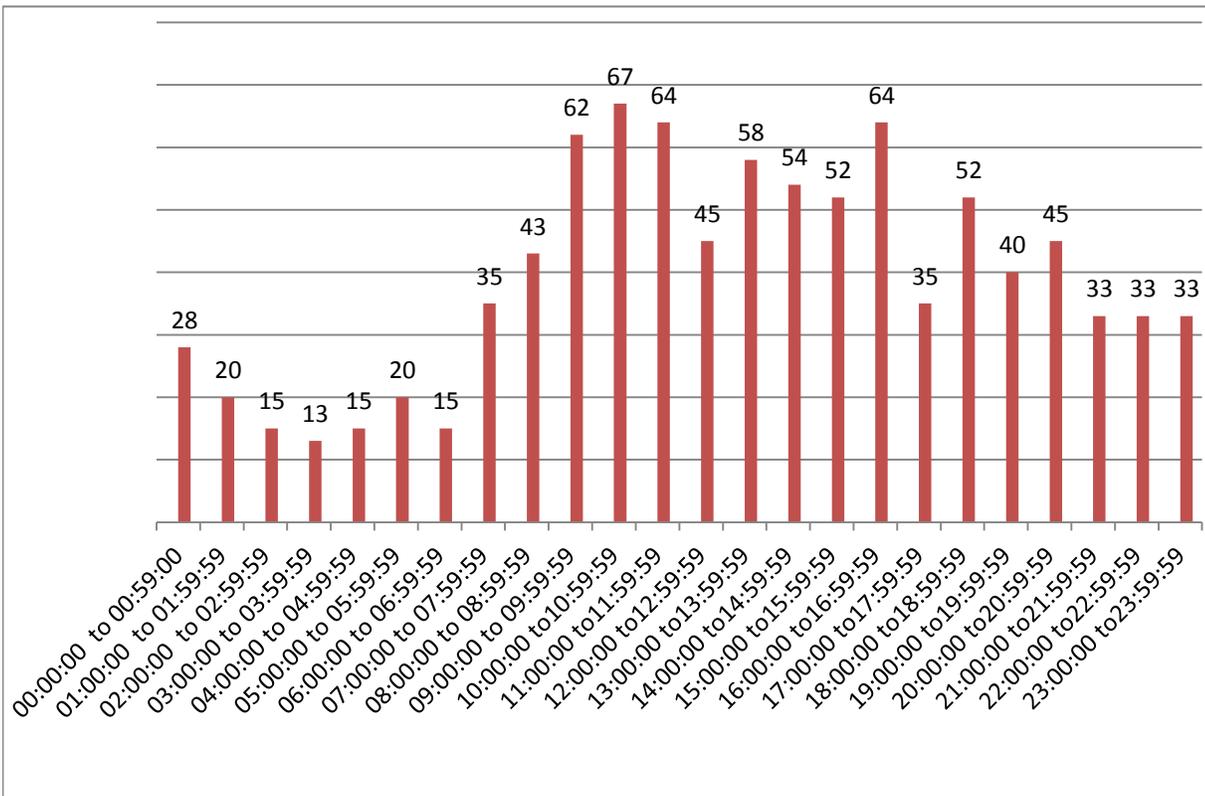
Incident by Day of week from May 31, 2015 through May 31, 2016



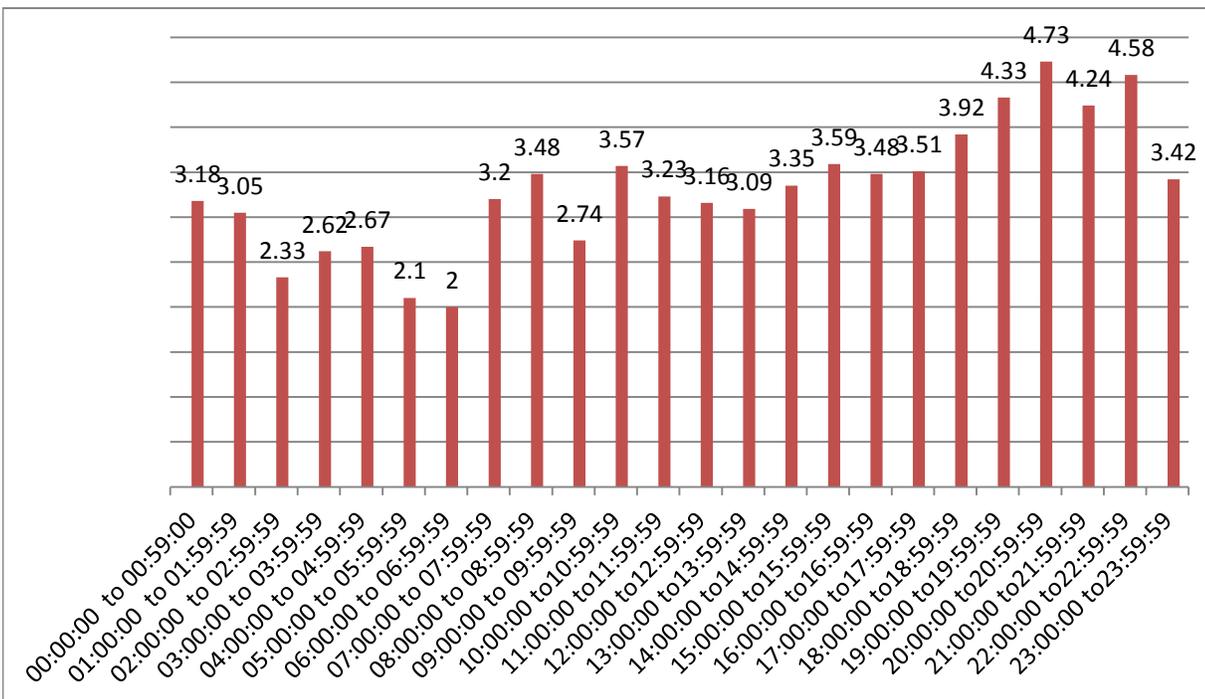
JAMES O. COOMER, JR.
Fire Chief

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

Incident by Time of Day from May 31, 2015 through May 31, 2016



Average Firefighter Response by Time of Day from May 31, 2015 through May 31, 2016



JAMES O. COOMER, JR.
Fire Chief

**WALLED LAKE FIRE DEPARTMENT
INCIDENT TYPE
JANUARY 1, 2016 THROUGH MAY 31, 2016**

TYPE OF CALL	TOTAL	PERCENT
111 - Building fire	11	2.71%
113 - Cooking fire, confined to container	1	0.25%
118 - Trash or rubbish fire, contained	1	0.25%
131 - Passenger vehicle fire	3	0.74%
143 - Grass fire	1	0.25%
154 - Dumpster or other outside trash receptacle fire	1	0.25%
162 - Outside equipment fire	1	0.25%
Total - Fires	19	4.69%
311 - Medical assist, assist EMS crew	1	0.25%
321 - EMS call, excluding vehicle accident with injury	208	51.23%
322 - Vehicle accident with injuries	7	1.72%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.25%
324 - Motor vehicle accident with no injuries	7	1.72%
350 - Extrication, rescue, other	1	0.25%
Total - Rescue & Emergency Medical Service Incidents	225	55.56%
411 - Gasoline or other flammable liquid spill	1	0.25%
412 - Gas leak (natural gas or LPG)	7	1.72%
424 - Carbon monoxide incident	4	0.99%
442 - Overheated motor	1	0.25%
444 - Power line down	8	1.97%
Total - Hazardous Conditions (No fire)	21	5.19%
500 - Service Call, other	3	0.74%
510 - Person in distress, other	1	0.25%
511 - Lock-out	2	0.49%
520 - Water problem, other	2	0.49%
540 - Animal problem, other	1	0.25%
542 - Animal rescue	2	0.49%
550 - Public service assistance, other	5	1.23%
552 - Police matter	6	1.23%
553 - Public service	11	2.71%
554 - Assist invalid	40	9.85%
561 - Unauthorized burning	3	0.74%
571 - Cover assignment, standby, moveup	6	1.48%
Total - Service Call	81	20.00%
600 - Good intent call, other	11	2.71%
611 - Dispatched & cancelled en route	3	0.74%
622 - No incident found on arrival at dispatch address	2	0.49%

**WALLED LAKE FIRE DEPARTMENT
INCIDENT TYPE
JANUARY 1, 2016 THROUGH MAY 31, 2016**

631 - Authorized controlled burning	1	0.25%
Station: ST19 - (Continued)		
651 - Smoke scare, odor of smoke	8	1.97%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.25%
Total - Good Intent Call	26	6.42%
700 - False alarm or false call, other	1	0.25%
7001 - False Alarm - Medical	14	3.45%
730 - System malfunction, other	2	0.49%
731 - Sprinkler activation due to malfunction	1	0.25%
733 - Smoke detector activation due to malfunction	2	0.49%
735 - Alarm system sounded due to malfunction	3	0.74%
740 - Unintentional transmission of alarm, other	5	1.23%
741 - Sprinkler activation, no fire - unintentional	1	0.25%
Total - Fals Alarm & False Call	29	7.16%
9001 - Dispatch Error	4	0.99%
Total - Special Incident Type	4	0.99%
	406	100.00%

Fire Prevention Inspections

Fire Inspection	142 E. Walled Lake Dr	Bayside Bar
Fire Inspection	300 Eagle Pond DR	The Crossing
Re-Fire Inspection	1006 E. West Maple	Tim Hortons
Re-Fire Inspection	1006 E. West Maple	Wendys
Total inspections this month		4
Total inspection this year		17
Total re-inspection this month		2
Total re-inspections this year		4
Violations noted this month		22
Violations noted this year		50
Violations corrected this month		7
Violations corrected this year		15

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

Apparatus	Mileage	Last Month	Total Miles	YTD Miles
Utility 1	41,372	40,919	453	2211
Rescue 1	24,235	24,221	14	212
Bravo 1	37,866	37,552	314	1390
Engine 23	31,504	31,392	112	596
Ladder 1	27,910	27,762	148	465

Apparatus

All fire apparatus power washed and waxed.
Ladder 1 banner plates repaired and graphics applied.
Engine 23 knox key secure unit removed and sent in for repair.
Ladder 1 outrigger repair quote received.
Scheduled preventative maintenance for apparatus in June.

Radios

2- Fire pager sent out for repair.
Price quotes received from KNOX to replace older model secure key system.

Equipment

3- Sets of turnout gear ordered for firefighters.
3- sets of turnout gear sent in for repair.
400' feet of large diameter supply hose ordered and received.
Ordered two new gate valves for Engine 23 pump.

Training

Wednesday, May 11, 2016 EMS training: Pediatric cardiac arrest and ambulance operations
Sunday, May 22, 2016 Driver's training-Rodeo obstacles'
2- Firefighter attending Highland Township Fire Academy
1- Firefighter attending Company Officer training in North Oakland
2- Firefighters attending Paramedic program at Superior Life Support



JOSEPH R. SCHORNACK
FIRE CHIEF
248.560.0126

CHARTER TOWNSHIP OF
**COMMERCE TOWNSHIP
FIRE DEPARTMENT**

2401 Glengary Road
Commerce Township, MI 48382
Phone: (248) 560-0051
Fax: (248) 560-0127
COMMERCE

TODD A. MARTIN
FIRE MARSHAL
248.624.5326

Fire Chief James Coomer

6-8-16

1499 E. West Maple Road

Walled Lake, Michigan 48390

Last Saturday evening at approximately 9pm your personnel assisted our department on a residential structure fire on Helmsford St., in the Village of Wolverine Lake. This incident occurred during a thunderstorm during a time when both of our departments were responding to other calls.

The assistance your department provided resulted in a rapid knock-down of the fire.

On behalf of our Department I would like to extend a sincere thanks to your members who responded on this incident. Their hard work and professionalism are a credit to your Department.

I'm pleased with the good working relationship our Departments share with one another!

(RE: 16-1124)

Respectfully,



Joseph R. Schornack, Fire Chief

Commerce Township Fire Department



City of Walled Lake

1499 E. West Maple Road

Walled Lake, MI 48390

(248) 624-4847

Fax (248) 624-1616

June 1st 2016

Ordinance Enforcement Status Report May 2016.

Complaint of restaurant with furnace on deck, red tagged and since they have acquired a permit for inspection

Complaint from residents about steps, top step at 12'' owner hired contractor to repair.

Keeping Soil erosion inspections current, two currently active and will soon be able to close

Resident cited for boat and car constantly unlicensed and in disrepair, he did not show up for court waiting for default judgement.

Grass cut at vacant lot by contractor along Pontiac trail just before the parade.

Letter sent to resident about property maintenance and long grass & weeds

Letter sent to rental home with several property maintenance issues needing to be addressed, owner must make repairs with licensed contractors before June 4th or house will be tagged unsafe for human occupancy.

Complaint from resident trying to sell home about camper and old car, letter sent to resident and both have been removed,

Owner of commercial building asked to clean up alley before the parade, he finally did at the last minute.

Plaza owner contacted about trash on the ground around complex, he cleaned up after phone call.

Resident doing large renovation, asked to stop to get required permits for their project, Including Soil Erosion permit because of grading of the yard on the lake,

Outdoor sales approved by planning being monitored, new owners are very interested in keeping compliant with agreement

Resident concerned about neighbors home installing a 400 amp electrical panel. I will monitor all are being informed.

Parade route inspected for signs the evening before and the morning before the parade. To remove any advertising signs

Sixteen vehicles red tagged and now licensed or removed.

Vehicle on vacant lot along parade route (for sale) red tagged and still there during the parade I will communicate with owner today.

Letter sent to owner of home that is in foreclosure, out of state resident responds to letter sent telling me that her mother that owned the home is deceased, and she is letting it go back to the mortgage company. She wants to keep up on the lawn and clean up after other family members allowed it to fall into disrepair. I will monitor.

Jeffrey J. Rondeau
Ordinance Enforcement Officer
City of Walled Lake



City of Walled Lake

June 21, 2016

GOVERNMENT WIDE EXPENDITURES

CHECK NUMBERS: 109585 - 109793

ACH PAYMENTS: May 2016

	<u>Checks</u>	<u>ACH</u>	<u>Total</u>
GENERAL FUND	197,378.42	623.30	198,001.72
MAJOR ROADS FUND	2,323.45		2,323.45
LOCAL ROADS FUND	-		-
DRUG FORFEITURE	4,474.50		4,474.50
LIBRARY FUND	80,462.41		80,462.41
DEBT SERVICE FUND	-		-
DDA FUND	-		-
TRANSPORTATION FUND	6,439.78		6,439.78
REFUSE FUND	1,114.00		1,114.00
WATER & SEWER FUND	77,827.12		77,827.12
TRUST AND AGENCY	236,659.76		236,659.76
INTERNAL SERVICE INSURANCE	5,366.48	17,239.33	22,605.81
RETIREE HEALTH CARE	2,190.73	3,131.49	5,322.22
VENDOR EXPENDITURES	614,236.65	20,994.12	635,230.77

WARRANT REPORT 6-2016

PAGE 2 OF 2

DEPARTMENT	TOTAL	
	OVERTIME	PAY IN LIEU
City Manager	\$ -	\$ -
Finance	\$ -	\$ -
General	\$ 608.83	\$ -
Clerk	\$ -	\$ -
Transportation	\$ -	\$ -
Police	\$ 2,002.98	\$ 1,200.00
Fire	\$ 739.11	\$ 110.00
Public Works	\$ 2,526.03	\$ -
Library	\$ 63.79	\$ -
	<u>\$ 5,940.74</u>	<u>\$ 1,310.00</u>
EXPENSE ALLOWANCE/REIMBURSEMENTS	\$ 12,723.94	
SALARY & WAGES	\$ 251,915.81	
PAY IN LIEU	\$ 1,310.00	
OVERTIME	\$ 5,940.74	
GROSS PAYMENTS	\$ 271,890.49	
EMPLOYER FICA	\$ 19,941.04	
EMPLOYER PENSION	\$ 50,152.09	
EMPLOYER OPEB	\$ 2,571.00	
PAYROLL EXPENSES	\$ 72,664.13	
PERSONNEL EXPENDITURES	\$ 344,554.62	
VENDOR EXPENDITURES	\$ 635,230.77	
June 21, 2016	REPORTED EXPENDITURES	\$ 979,785.39

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
05/13/2016	PAYAB	109585	56857460	AIRESERV HEATING & AIR CONDIT	TUNE UP	934-000	335	500.00
05/13/2016	PAYAB	109586	9050098230	AIRGAS USA, LLC	PARTS/SUPPLIES - CUTTING TORCH	728-000	441	88.96
05/13/2016	PAYAB	109587	9048243413	AIRGAS USA, LLC	PARTS/SUPPLIES - HEAD GEAR	728-000	441	91.79
05/13/2016	PAYAB	109588#	60332 59966	ALLIE BROTHERS INC	UNIFORMS - A/ ED,PMD UNIFORM - J. GONZALEZ	731-000 731-000	300 335	203.96 234.68
CHECK PAYAB 109588 TOTAL FOR								438.64
05/13/2016	PAYAB	109589	17914	AMERICAN TRAILER MART	PARTS - FENDERS	933-000	441	139.90
05/13/2016	PAYAB	109590*#	857286336-041216 857286336-041216 857286336-041216 857286336-041216 857286336-041216 857286336-041216 857286336-041216	AT&T LONG DISTANCE	LONG DISTANCE LONG DISTANCE LONG DISTANCE LONG DISTANCE LONG DISTANCE LONG DISTANCE LONG DISTANCE	920-000 920-000 920-000 920-000 920-000 920-000 920-000	218 253 253 300 335 371 441	116.84 31.16 (0.01) 77.90 23.37 116.84 38.95
CHECK PAYAB 109590 TOTAL FOR								405.05
05/13/2016	PAYAB	109591	ATT-041716	AT&T MOBILITY	AT&T - WIRELESS	920-000	300	26.74
05/13/2016	PAYAB	109595	COM042116	COMCAST	05/05/16 - 06/04/16	920-000	300	8.51
05/13/2016	PAYAB	109597	252465	COUGAR SALES & RENTAL INC	EQUIP. MAINT.	933-000	441	161.50
05/13/2016	PAYAB	109598	38203	DOUGLASS SAFETY SYSTEMS,LLC	EQUIP. - SUSPENDERS	980-000	335	72.19
05/13/2016	PAYAB	109599	962246	ELECTION SYSTEMS & SOFTWARE	EQUIP. MAINT.- HARDWARE	933-000	262	163.60
05/13/2016	PAYAB	109601	2016-01001	MICHIGAN ASSOC OF PLANNING	2016 MEMBERSHIP	806-000	801	650.00
05/13/2016	PAYAB	109602#	MML033116 MML030116	MICHIGAN MUNICIPAL LEAGUE	QUARTERLY CONTRIB. MML DUES - 05/01/16 - 04/30/17	007-000 806-000	000 218	1,307.51 4,036.00
CHECK PAYAB 109602 TOTAL FOR								5,343.51
05/13/2016	PAYAB	109603	SEC050116	SECREST WARDLE LYNCH ET AL	MONTHLY RETAINER - MAY, 2016	817-000	210	3,300.00
05/13/2016	PAYAB	109604	13394	THE ACCUMED GROUP	EMS SERVICE - MARCH 2015	627-000	000	53.22
05/16/2016	PAYAB	109605	60044	ALLIE BROTHERS INC	UNIFORMS - H. KOLKE	731-000	300	153.97
05/16/2016	PAYAB	109607	01-16-0001-3631-2-M	AMERICAN ARBITRATION ASSOCIAT	ARBITRATION SERVICE	815-000	211	100.00

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
05/16/2016	PAYAB	109609*#	000982	CITY OF WALLED LAKE	WATER APRIL, 2016	923-000	218	171.09
			000982		WATER APRIL, 2016	923-000	335	178.17
			000982		WATER APRIL, 2016	923-000	441	476.40
				CHECK PAYAB 109609 TOTAL FOR				825.66
05/16/2016	PAYAB	109610	230049	COMMUNITY EMS, INC	SERVICE	829-000	300	250.00
05/16/2016	PAYAB	109611	5386	CRG ELECTRIC LLC	ELECTRIC SERVICE	934-000	218	1,700.00
05/16/2016	PAYAB	109612	XJWJ74KX9	DELL MARKETING LP	COMPUTER	980-001	300	1,026.88
05/16/2016	PAYAB	109613*#	327-130096	GLENDALE AUTO SUPPLY	PARTS/SUPPLIES	939-000	441	59.93
05/16/2016	PAYAB	109614	GRE050416	GREAT OUTDOOR MOVIES	MOVIE EQUIP. DEPOSIT	123-000	000	400.00
05/16/2016	PAYAB	109615	77046	HAROLD'S FRAME SHOP	VEHICLE MAINT. -- BRAKES	939-000	441	773.71
05/16/2016	PAYAB	109616	M16-C96397	IAPE INC	MEMBERSHIP RENEWAL - T. BEEGLE JAN	806-000	300	50.00
05/16/2016	PAYAB	109617	2732229	J & B MEDICAL SUPPLY	PARTS/SUPPLIES	728-000	335	241.60
			2732230		PARTS/SUPPLIES	728-000	335	161.70
				CHECK PAYAB 109617 TOTAL FOR				403.30
05/16/2016	PAYAB	109618	PE2015-0040	J & Z VENTILATION INC.	PERMIT CANCELATION -- REFUND	478-000	000	62.50
05/16/2016	PAYAB	109619#	WIT042616	JAY S WITHERELL	SERVICES -- B. SHAFER/A. EDMOND	829-000	300	840.00
			WIT042616A		SERVICES	829-000	335	400.00
				CHECK PAYAB 109619 TOTAL FOR				1,240.00
05/16/2016	PAYAB	109620	INV84323	KOMPAN INC.	PARK MAINT.	937-000	690	204.00
05/16/2016	PAYAB	109622	0000060231	LTM AUTO TRUCK & TRAILER	VEHICLE MAINT	939-000	335	405.00
05/16/2016	PAYAB	109623#	MCK031716	MCKENNA ASSOCIATES INC	SERVICES - FEBRUARY 2016	813-000	211	1,638.60
			MCK031716		SERVICES - FEBRUARY 2016	708-002	371	1,500.00
			MCK031716		SERVICES - FEBRUARY 2016	828-000	371	761.25
			MCK031716		SERVICES - FEBRUARY 2016	817-000	801	1,250.00
			MCK031716		SERVICES - FEBRUARY 2016	821-000	801	276.25
				CHECK PAYAB 109623 TOTAL FOR				5,426.10
05/16/2016	PAYAB	109624	200000269	MICHIGAN ASSOC CHIEFS OF POLI TRAINING - A/ DE;GRECP		958-000	300	165.00

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
05/16/2016	PAYAB	109625	551-465059 551-462560	MICHIGAN STATE POLICE	REGISTRATION REGISTRATION -	829-000 829-000	300 300	30.00 30.00
CHECK PAYAB 109625 TOTAL FOR								60.00
05/16/2016	PAYAB	109627	958953512-169	NEXTEL SPRINT	PHONE SERVICE	920-000	300	207.24
05/16/2016	PAYAB	109628	977487 NFP051316	NFPA	MEMBERSHIP RE-CERTIFICATION - J. COOMER	806-000 806-000	335 335	175.00 150.00
CHECK PAYAB 109628 TOTAL FOR								325.00
05/16/2016	PAYAB	109629*#	SHF0004018 CLM0007387 CLM0007428 SHF0004018 FRM0001382	OAKLAND COUNTY TREAS CASH	BLDDISPATCH SERVICES - MARCH, 2016 SERVICE - CLEMIS MEMBERSHIP USAGE FEE & SERVICES JAN DISPATCH SERVICES - MARCH, 2016 FIRE DISPATCH - JAN. - MAR., 2016	724-001 850-000 850-000 724-001 850-000	300 300 300 335 335	6,915.96 1,596.00 4,648.75 1,518.14 1,021.25
CHECK PAYAB 109629 TOTAL FOR								15,700.10
05/16/2016	PAYAB	109630	49254	PREMIER SUPPLY COMPANY	PARTS/SUPPLIES - PAPER PRODUCTS	932-000	441	280.72
05/16/2016	PAYAB	109631	93121 94803	PRINTING SYSTEMS	PARTS/SUPPLIES PARTS/SUPPLIES - PRINTING	727-000 727-000	218 218	35.61 141.87
CHECK PAYAB 109631 TOTAL FOR								177.48
05/16/2016	PAYAB	109632	70017338 70017202	PRIORITY ONE EMERGENCY	VEHICLE MAINT. VEHICLE MAINT.	939-000 939-000	335 335	52.89 54.91
CHECK PAYAB 109632 TOTAL FOR								107.80
05/16/2016	PAYAB	109634	PP2016-0008	RAE EXCAVATING LLC	REIMBURSEMENT OF PERMIT FEE	457-000	000	157.00
05/16/2016	PAYAB	109637	1284944 1284944 1284944 1284944 1284944 1284944	SECREST WARDLE LYNCH ET AL	SERVICE - MARCH, 2016 SERVICE - MARCH, 2016	813-000 813-001 814-000 815-000 817-001 869-000	211 211 211 211 211 211	1,837.00 858.00 4,169.00 781.00 915.00 120.71
CHECK PAYAB 109637 TOTAL FOR								8,680.71

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
05/16/2016	PAYAB	109638	8181	SUPER CAR WASH SYSTEMS	SERVICE 03/01/16 - 03/30/16	939-000	300	9.00
			8180		SERVICE - 03/01/16 - 03/30/16	939-000	300	67.50
				CHECK PAYAB 109638 TOTAL FOR				<u>76.50</u>
05/17/2016	PAYAB	109639	309760	ADVANCE PLUMBING & HEATING SUPARTS/SUPPLIES		934-000	441	30.26
05/17/2016	PAYAB	109640	60130	ALLIE BROTHERS INC	UNIFORMS - D. GUBRY	731-000	300	431.75
05/17/2016	PAYAB	109641	638200	ARBOR PROFESSIONAL SOLUTIONS	STATEMENT 03/31/16 - 04/30/16	733-000	335	13.22
05/17/2016	PAYAB	109642	MI685791	AT&T GLOBAL SERVICES	MAINTENANCE	933-000	218	367.50
05/17/2016	PAYAB	109644	27782605	BELLE TIRE	VEHICLE MAINT.	939-000	300	798.00
			27761417		VEHICLE MAINT.	939-000	300	80.00
			27771722		VEHICLE MAINT. - BRAKES	939-000	300	692.83
				CHECK PAYAB 109644 TOTAL FOR				<u>1,570.83</u>
05/17/2016	PAYAB	109645*#	105525	BS & A SOFTWARE	SOFTWARE MAINT.	936-001	218	3,565.00
			107105		SOFTWARE MAINT.	936-001	371	1,100.00
			BSA120115		TRAINING CREDIT	980-002	900	(1,382.50)
				CHECK PAYAB 109645 TOTAL FOR				<u>3,282.50</u>
05/17/2016	PAYAB	109647	250563	CANFIELD EQUIPMENT SERVICE, I	VEHICLE MAINT.	939-000	300	83.00
			250707		PARTS/SUPPLIES	981-000	300	814.44
				CHECK PAYAB 109647 TOTAL FOR				<u>897.44</u>
05/17/2016	PAYAB	109649	7096175	CONTRACTORS CONNECTION	PARTS/SUPPLIES	728-000	441	48.75
05/17/2016	PAYAB	109651	15443	DIGIGRAPHX CO	UNIFORMS	731-000	300	551.85
05/17/2016	PAYAB	109652	MIDE679111	FASTENAL COMPANY	PARTS/SUPPLIES - FENDERS	728-000	441	22.50
			MIDE679053		PARTS/SUPPLIES - BOLTS, GLOVES	728-000	441	22.45
				CHECK PAYAB 109652 TOTAL FOR				<u>44.95</u>
05/17/2016	PAYAB	109653	15141	FIRESERVICE MANAGEMENT	EQUIP. MAINT.	933-000	335	368.50
05/17/2016	PAYAB	109655	MA93367	GALLAGHER FIRE EQUIPMENT CO	PARTS/SUPPLIES - EXTINGUISHER	728-000	300	84.00
05/17/2016	PAYAB	109656	005294359	GALLS INCORPORATED	UNIFORMS	731-000	300	1,130.40
			005229544		UNIFORMS	731-000	300	21.54
				CHECK PAYAB 109656 TOTAL FOR				<u>1,151.94</u>

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
05/17/2016	PAYAB	109658	438680	HALT FIRE	VEHICLE MAINT.	939-000	335	73.49
05/17/2016	PAYAB	109660	AR137878	IMAGE BUSINESS SOLUTIONS-WIXOEQUIP.	MAINT. - COPIER	933-000	300	160.51
05/17/2016	PAYAB	109662	WIT050916	JAY S WITHERELL	SERVICES - Z. BRYCE	829-000	335	400.00
05/17/2016	PAYAB	109663#	18232	KINGSETT LLC D/B/A SPINAL COLADVERTISING -		900-000	218	170.00
			19757		ADVERTISING - WEED CONTROL	900-000	219	90.00
			19756		ADVERTISING - PLAN COM.	900-000	801	60.00
				CHECK PAYAB 109663 TOTAL FOR				<u>320.00</u>
05/17/2016	PAYAB	109664	0310172-IN	LAW ENFORCEMENT TARGETS INC	PARTS/SUPPLIES - TARGET STAND/SPIKE	728-000	300	213.94
05/17/2016	PAYAB	109665	615302-0	LB OFFICE SUPPLY & FURNITURE	PARTS/SUPPLIES	727-000	300	362.52
			612895-0		PARTS/SUPPLIES	727-000	300	132.17
				CHECK PAYAB 109665 TOTAL FOR				<u>494.69</u>
05/17/2016	PAYAB	109666	82545839	LEXISNEXIS OCC. HALTH SOLUTIO	PARTS/SUPPLIES	727-000	300	64.08
05/17/2016	PAYAB	109668	722477-01	MADISON ELECTRIC COMPANY	SERVICE	921-000	732	157.36
05/17/2016	PAYAB	109669*#	MCK040616	MCKENNA ASSOCIATES INC	PLANNING SERVICES - MARCH, 2016	708-002	371	2,366.25
			MCK040616		PLANNING SERVICES - MARCH, 2016	817-000	801	1,250.00
			MCK040616		PLANNING SERVICES - MARCH, 2016	821-000	801	637.50
				CHECK PAYAB 109669 TOTAL FOR				<u>4,253.75</u>
05/17/2016	PAYAB	109670#	39698	MEGA PRINTING	SERVICE - PRINTING	695-000	000	8.40
			39702		SERVICE - PRINTING	695-000	000	67.00
			39650		SERVICE - PRINTING	727-000	335	204.95
				CHECK PAYAB 109670 TOTAL FOR				<u>280.35</u>
05/17/2016	PAYAB	109671*#	18607673	MILLENIUM BUSINESS SYSTEMS	COPIER	727-000	218	68.52
05/17/2016	PAYAB	109672	IV82860	MUNN TRACTOR SALES INC	PARTS/SUPPLIES - HUSTLER MOWER	933-000	441	9.88
05/17/2016	PAYAB	109673*#	RAD0002599	OAKLAND COUNTY TREAS CASH BLD	VEHICLE MAINT.	939-000	300	528.23
05/17/2016	PAYAB	109674*#	GR1512289916	OAKLAND SCHOOLS	SERVICE - WATER BILLING	900-000	253	1,585.54

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
05/17/2016	PAYAB	109675	641261-0	OFFICE CONNECTION	PARTS/SUPPLIES	727-000	218	103.84
			640403-0		PARTS/SUPPLIES	727-000	218	26.58
				CHECK PAYAB 109675 TOTAL FOR				130.42
05/17/2016	PAYAB	109676	PDQ050416	PDQ SIGNS	PARTS/SUPPLIES - MAGNETS	893-000	690	76.00
05/17/2016	PAYAB	109678	6988133-MR16	PITNEY BOWES INC	EQUIP. RENTAL - POSTAGE MACHINE --	941-000	218	448.58
05/17/2016	PAYAB	109679	6988133-DC15	PITNEY BOWES INC	EQUIP. RENTAL - POSTAGE METER 01/01	941-000	218	32.00
05/17/2016	PAYAB	109680	6988133-DC15A	PITNEY BOWES INC	EQUIP. RENTAL - POSTAGE METER -	941-000	218	32.00
05/17/2016	PAYAB	109681	6988133-010616	PITNEY BOWES INC	EQUIP. RENTAL - POSTAGE MACHINE --	941-000	218	416.58
05/17/2016	PAYAB	109682	6988133-101315	PITNEY BOWES INC	EQUIP. RENTAL - POSTAGE METER	941-000	218	16.14
05/17/2016	PAYAB	109683#	265459	PROVIDENCE OCCUPATIONAL HEALT	SERVICE - D. GUBRY	829-000	300	202.00
			265460		SERVICE - D. HENNESSY & B. TOOHY	829-000	335	486.00
			265460		SERVICE - D. HENNESSY & B. TOOHY	829-000	335	116.00
				CHECK PAYAB 109683 TOTAL FOR				804.00
05/17/2016	PAYAB	109685	62850	SAFEBWAY SHREDDING	SERVICE - SHREDDING	829-000	300	90.00
05/17/2016	PAYAB	109686	CHCS315956	SHUMAN MOTOR SALES	VEH. MAINT.	939-000	300	36.75
			CHCS315470		VEHICLE MAINT.	939-000	300	35.45
			CHCS315652		VEHICLE MAINT.	939-000	300	38.54
			193268		VEHICLE MAINT.	939-000	300	9.24
			CHCS315990		VEHICLE MAINT.	939-000	300	35.45
			CHCS315993		VEHICLE MAINT.	939-000	300	56.75
			CHCS314633		VEHICLE MAINT.	939-000	300	36.75
				CHECK PAYAB 109686 TOTAL FOR				248.93
05/17/2016	PAYAB	109687	CHCS316701	SHUMAN MOTOR SALES	VEHICLE MAINT.	939-000	300	246.23
			192876		VEHICLE MAINT.	939-000	300	6.00
				CHECK PAYAB 109687 TOTAL FOR				252.23
05/17/2016	PAYAB	109688	75141734	SITEONE LANDSCAPE SUPPLY	PARTS/SUPPLIES - WEED KILLER	932-000	218	214.68
05/17/2016	PAYAB	109690	PP2016-0016	SNYDER'S INC.	PERMIT REFUND	478-000	000	81.00
05/17/2016	PAYAB	109691	0904456521	STANLEY ACCESS TECHNOLOGIES	BLDG. MAINT.	934-000	218	717.90
05/17/2016	PAYAB	109692	1666	SUBURBAN EXCHANGE	PARTS/SUPPLIES - COMPRESSER	728-000	300	60.00

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
05/17/2016	PAYAB	109693	4144180	SUBURBAN LANDSCAPE & SUPPLY	PARTS/SUPPLIES - COBBLE STONE	931-000	732	8.80
			4142819		PARTS/SUPPLIES - MULCH	931-000	732	30.00
			4142821		PARTS/SUPPLIES - SEED MULCH	931-000	732	29.25
				CHECK PAYAB 109693 TOTAL FOR				<u>68.05</u>
05/17/2016	PAYAB	109694	8230	SUPER CAR WASH SYSTEMS	SERVICE	939-000	300	4.50
			8231		SERVICE - APRIL, 2016	939-000	300	106.48
				CHECK PAYAB 109694 TOTAL FOR				<u>110.98</u>
05/17/2016	PAYAB	109695	3337420	SUPERIOR PRINTING	PARTS/SUPPLIES - BANK BAGS	728-000	441	54.94
05/17/2016	PAYAB	109696	13603	THE ACCUMED GROUP	SERVICE - EMS APRIL, 2016	627-000	000	103.75
05/17/2016	PAYAB	109697	116595	TIME EMERGENCY EQUIPMENT	PARTS/SUPPLIES - SUSPENDERS	731-000	335	87.09
05/17/2016	PAYAB	109698#	250282	TRI COUNTY CLEANING SUPPLY, I	PARTS/SUPPLIES - PAPER PRODUCTS	932-000	218	261.50
			250510		PARTS/SUPPLIES	932-000	335	59.13
				CHECK PAYAB 109698 TOTAL FOR				<u>320.63</u>
05/17/2016	PAYAB	109699	090-0013042	TRUCK PRO	PARTS/SUPPLIES - HOSES/CONNECTORS	728-000	441	451.79
05/17/2016	PAYAB	109700	74482379	ULINE	BLDG MAINT. - LOCKER	934-000	335	713.92
05/17/2016	PAYAB	109701	0881761626	UNIFIRST CORPORATION	SERVICE - RUGS	932-000	218	167.70
05/17/2016	PAYAB	109702#	140100	UNITEX DIRECT	PARTS/SUPPLIES	728-000	300	149.95
			139648		UNIFORMS - D. HENNESSY	731-000	335	181.96
				CHECK PAYAB 109702 TOTAL FOR				<u>331.91</u>
05/17/2016	PAYAB	109703	9764325362	VERIZON WIRELESS	SERVICE - PHONE	920-000	335	58.45
05/17/2016	PAYAB	109705	1	WATERFORD EMS ACADEMY	EDUCATION - T. TRETINIK AND T. DEAR	958-000	335	2,000.00
05/17/2016	PAYAB	109706	5715	WEB MATTERS	SERVICE - WEBSITE HOSTING - MAY -	0936-001	218	239.70
05/17/2016	PAYAB	109707	11139	WEST SHORE FIRE INC	EQUIPMENT MAINT.	933-000	335	496.20
			11202		PARTS/SUPPLIES - FACE SEAL, FACEPC	980-000	335	844.18
				CHECK PAYAB 109707 TOTAL FOR				<u>1,340.38</u>
05/17/2016	PAYAB	109708	WLDLKP-145	WIXOM POLICE DEPARTMENT	SERVICE - PRISONER LODGING JAN -	MA814-001	300	1,050.00
05/27/2016	PAYAB	109710		POSTMASTER	USPS POSTAGE ACCOUNT	008-050		

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 101 GENERAL FUND									
06/03/2016	PAYAB	109711*#	ATT050416-3917	AT&T	PHONE SERVICE	920-000	218	1,247.51	
			ATT050416-3917		PHONE SERVICE	920-000	253	332.67	
			ATT050416-3917		PHONE SERVICE	920-000	253	(0.01)	
			ATT050416-3917		PHONE SERVICE	920-000	300	831.67	
			ATT050416-3917		PHONE SERVICE	920-000	335	249.50	
			ATT050416-9676		PHONE SERVICE	920-000	335	544.97	
			ATT050416-3917		PHONE SERVICE	920-000	371	1,247.51	
			ATT050416-3917		PHONE SERVICE	920-000	441	415.84	
			CHECK PAYAB 109711 TOTAL FOR						4,869.66
06/03/2016	PAYAB	109712	27931426	BELLE TIRE	VEHICLE MAINT.	939-000	335	514.52	
			27912172		VEHICLE MAINT.	939-000	335	1,037.58	
			CHECK PAYAB 109712 TOTAL FOR						1,552.10
06/03/2016	PAYAB	109713	107759	BOSS ENGINEERING	ENGINEERING SERVICES	820-000	801	2,000.00	
06/03/2016	PAYAB	109714*#	COM052116-4012	COMCAST	CABLE SERVICE	920-000	300	18.01	
			COM050716-2016		UTILITY - CABLE	920-000	335	9.54	
			CHECK PAYAB 109714 TOTAL FOR						27.55
06/03/2016	PAYAB	109715	47045	COMTECH	RADIO SERVICE	851-000	335	145.00	
06/03/2016	PAYAB	109717	201004436616	CONSUMERS ENERGY	UTILITY - 04/13/16 - 05/13/16	922-000	218	205.44	
06/03/2016	PAYAB	109718	203940911902	CONSUMERS ENERGY	UTILITY - 04/13/16 - 05/16/16	922-000	335	172.01	
06/03/2016	PAYAB	109719	DTE051316-0017	DTE ENERGY	UTILITY - 04/14/16 - 05/13/16	921-000	218	294.76	
06/03/2016	PAYAB	109720	DTE051316-0111	DTE ENERGY	UTILITY - 04/14/16 - 05/13/16	921-000	300	757.43	
06/03/2016	PAYAB	109721	DTE051616-0087	DTE ENERGY	UTILITY - 03/16-05/16/16	921-000	732	31.40	
06/03/2016	PAYAB	109722	DTE051616-0061	DTE ENERGY	UTILITY -	921-000	732	16.44	
06/03/2016	PAYAB	109723	DTE051316-0186	DTE ENERGY	UTILITY - 03/15/16 - 05/13/16	921-000	732	31.06	
06/03/2016	PAYAB	109724	DTE051316-0228	DTE ENERGY	UTILITY - 05/13/16	921-000	276	11.65	
06/03/2016	PAYAB	109725	DTE051316-0293	DTE ENERGY	UTILITY - 04/14/16 - 05/13/2014	921-000	690	18.94	
06/03/2016	PAYAB	109726	DTE051316-0178	DTE ENERGY	UTILITY 02/15/16 - 05/13/16	921-000	732	38.19	
06/03/2016	PAYAB	109727	DTE051316-0129	DTE ENERGY	UTILITY - 02/15/16 - 05/13/16	921-000	690	34.68	
06/03/2016	PAYAB	109728	DATE0051316-0145	DTE ENERGY	UTILITY - 04/14/16-05/13/16	924-000	448		

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
06/03/2016	PAYAB	109729	DTE051316-0251	DTE ENERGY	UTILITY - 03/12/16 - 05/12/16	921-000	732	30.73
06/03/2016	PAYAB	109730	DTE051316-0277	DTE ENERGY	UTILITY - 04/14/16-05/13/16	921-000	732	11.65
06/03/2016	PAYAB	109731	DTE051316-0019	DTE ENERGY	UTILITY - 04/14/16 - - 05/13/16	921-000	441	682.80
06/03/2016	PAYAB	109732	DTE051316-0285	DTE ENERGY	UTILITY - 04/14/16 - 05/13/16	921-000	335	503.89
06/03/2016	PAYAB	109736	DTE043016-4377	DTE ENERGY	DTE - STREETLIGHTS 04/15/16 - 05/13	924-000	448	3,544.79
06/03/2016	PAYAB	109737	DTE051316-6550	DTE ENERGY	STREETLIGHT	924-000	448	2.18
06/03/2016	PAYAB	109739	GRO061516A	GROOVE THERAPY	CONCERT 06/15/16 - PARTIAL PAYMENT	886-000	690	200.00
06/03/2016	PAYAB	109740	HOM052019	HOME DEPOT CREDIT SERVICES	STATEMENT -	728-000	441	420.43
06/03/2016	PAYAB	109742*#	LOW051716	LOWES BUSINESS ACCOUNT	STATEMENT - 04/24/16 - 05/17/16	728-000	300	50.65
			LOW051716		STATEMENT - 04/24/16 - 05/17/16	936-000	335	188.88
			LOW051716		STATEMENT - 04/24/16 - 05/17/16	936-000	335	(10.69)
				CHECK PAYAB 109742 TOTAL FOR				<u>228.84</u>
06/03/2016	PAYAB	109743	05112016	MICHEAL T. SMITH	EDUCATION/TRAINING	958-000	335	200.00
06/03/2016	PAYAB	109744*#	18753403	MILLENNIUM BUSINESS SYSTEMS	COPIER SERVICE	727-000	218	79.21
06/03/2016	PAYAB	109745	GRO061516	NICK KING -- GROOVE THERAPY	CONCERT - JUNE 15, 2016 -- PARTIAL	886-000	690	500.00
06/03/2016	PAYAB	109747	642580-0	OFFICE CONNECTION	SUPPLIES	727-000	218	53.96
06/03/2016	PAYAB	109748	PDQ041816	PDQ	BANNERS & SIGNS	886-000	690	1,125.00
06/03/2016	PAYAB	109750	95513	PRINTING SYSTEMS	SUPPLIES	727-000	218	143.07
06/03/2016	PAYAB	109751	COL060816	RICK COLLEY	CONCERT - JUNE 8, 2016	886-000	690	300.00
06/03/2016	PAYAB	109753	01701	SCHOOLCRAFT COLLEGE	EDUCATION - B. ROUTHIER	958-000	335	95.00
06/06/2016	PAYAB	109754	201606001	NIMBLE SYSTEMS	SERVICE RETAINER	123-000	000	4,500.00
06/06/2016	PAYAB	109755	SEC060116	SECRET WARDLE LYNCH ET AL	MONTHLY RETAINER - JUNE, 2016	817-000	210	3,300.00
06/09/2016	PAYAB	109756	9935484513	AIRGAS USA, LLC	CYLINDER LEASE	941-000	335	487.50
06/09/2016	PAYAB	109757*#	18228	ALLIANCE WINDOW CLEANING	SERVICE - WINDOW CLEANING	932-000	218	150.00
06/09/2016	PAYAB	109759*#	ATT051216-4075	AT&T LONG DISTANCE	PHONE SERVICE - LONG DISTANCE	920-000	218	146.15
			ATT051216-4075		PHONE SERVICE - LONG DISTANCE	920-000	218	146.15

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 101 GENERAL FUND									
			ATT051216-4075		PHONE SERVICE - LONG DISTANCE	920-000	300	97.43	
			ATT051216-4075		PHONE SERVICE - LONG DISTANCE	920-000	335	29.23	
			ATT051216-4075		PHONE SERVICE - LONG DISTANCE	920-000	371	146.15	
			ATT051216-4075		PHONE SERVICE - LONG DISTANCE	920-000	441	48.72	
			CHECK PAYAB 109759 TOTAL FOR						<u>506.65</u>
06/09/2016	PAYAB	109760	GLB062916	BOB ENGARDIO-GRAND LEDGE BUMS	CONCERT - JUNE 29, 2016	886-000	690	300.00	
06/09/2016	PAYAB	109761	LAU062216-04	BRIAN SABALINKSI	CONCERT	886-000	690	175.00	
06/09/2016	PAYAB	109762	LAU062216-03	GERARD PAZDZIORA	CONCERT	886-000	690	175.00	
06/09/2016	PAYAB	109763	WIT051116	JAY S WITHERELL	PRE-EMPLOYMENT EVALUATION	829-000	300	400.00	
06/09/2016	PAYAB	109765	LAU062216-01	LEE MICALLEF	CONCERT	886-000	690	175.00	
06/09/2016	PAYAB	109767*#	MCK050516	MCKENNA ASSOCIATES INC		813-000	211	85.00	
			MCK050516			708-002	371	1,256.25	
			MCK050516			828-000	371	1,275.00	
			MCK050516			817-000	801	1,249.99	
			MCK050516			821-000	801	1,168.75	
			MCK050516			821-000	801	361.25	
			CHECK PAYAB 109767 TOTAL FOR						<u>5,396.24</u>
06/09/2016	PAYAB	109770*#	958953512-170	NEXTEL SPRINT	SERVICE - 04/07/16 - 05/06/16	920-000	300	116.02	
06/09/2016	PAYAB	109771	OCC060816	OCCA	QUARTERLY MEETING	958-000	219	40.00	
06/09/2016	PAYAB	109772	SHA060816	PAUL SHAKINAS	REIMBURSEMENT	728-000	300	428.00	
			SHA060816		REIMBURSEMENT	728-000	300	195.00	
			CHECK PAYAB 109772 TOTAL FOR						<u>623.00</u>
06/09/2016	PAYAB	109774*#	SPE051516	SPEEDWAY SUPERAMERICA LLC	GAS & OIL	732-000	172	67.66	
			SPE051516		GAS & OIL	732-000	300	897.60	
			SPE051516		GAS & OIL	732-000	371	72.78	
			SPE051516		GAS & OIL	732-000	441	507.66	
			CHECK PAYAB 109774 TOTAL FOR						<u>1,545.70</u>
06/09/2016	PAYAB	109775#	STA051816	STAPLES	STATEMENT - MAY 18, 2016	728-000	300	37.98	
			STA051816		STATEMENT - MAY 18, 2016	980-000	335	72.79	
			STA051816		STATEMENT - MAY 18, 2016	980-000	335	(20.18)	

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
			STA051816		STATEMENT - MAY 18, 2016	980-000	335	283.65
					CHECK PAYAB 109775 TOTAL FOR			<u>374.24</u>
06/09/2016	PAYAB	109776	LAU062216-02	TOM PETITO	CONCERT	886-000	690	175.00
06/09/2016	PAYAB	109777	WLS05/18/16	WALLED LAKE SCHOOL EMP FCU	STATEMENT - TRASH BAGS	728-000	441	1,311.30
06/14/2016	PAYAB	109778	11780453	AMERIAN ARBITRATION ASSOC		815-000	211	100.00
06/14/2016	PAYAB	109779*#	ATT060416-3917	AT&T	PHONE SERVICE - 06/04/16 - 07/03/16	920-000	218	1,282.81
			ATT060416-3917		PHONE SERVICE - 06/04/16 - 07/03/16	920-000	253	342.08
			ATT060416-3917		PHONE SERVICE - 06/04/16 - 07/03/16	920-000	253	0.02
			ATT060416-3917		PHONE SERVICE - 06/04/16 - 07/03/16	920-000	300	855.21
			ATT060416-9676		PHONE SERVICE - 06/04/16 - 07/03/16	920-000	335	553.41
			ATT060416-3917		PHONE SERVICE - 06/04/16 - 07/03/16	920-000	335	256.56
			ATT060416-3917		PHONE SERVICE - 06/04/16 - 07/03/16	920-000	371	1,282.81
			ATT060416-3917		PHONE SERVICE - 06/04/16 - 07/03/16	920-000	441	427.60
					CHECK PAYAB 109779 TOTAL FOR			<u>5,000.50</u>
06/14/2016	PAYAB	109783	MCL033116	MADISON NATIONAL LIFE INSURAN	INSURANCE - R. POTTER	716-000	335	548.65
06/14/2016	PAYAB	109785*#	18455738	MILLENIUUM BUSINESS SYSTEMS	COPIER SERVICE - 02/08/16 - 03/08/16	1727-000	218	98.27
06/14/2016	PAYAB	109786	EQL0000397	OAKLAND COUNTY TREAS CASH	BLDASSESSING	902-000	209	49,823.57
06/14/2016	PAYAB	109787*#	267108	PROVIDENCE OCCUPATIONAL HEALT	SERVICE	829-000	253	86.00
			267109		SERVICE - A. EDMOND	829-000	300	458.00
			267110		SERVICE - Z. BRYCE & M. SMITH	829-000	335	1,008.00
			259659		SERVICE -- J. ESPOSITO	829-000	335	86.00
					CHECK PAYAB 109787 TOTAL FOR			<u>1,638.00</u>
06/14/2016	PAYAB	109789	1287581	SECREST WARDLE LYNCH ET AL	LEGAL - APRIL, 2016	813-000	211	3,542.00
			1287581		LEGAL - APRIL, 2016	813-000	211	66.00
			1287581		LEGAL - APRIL, 2016	813-001	211	1,815.00
			1287581		LEGAL - APRIL, 2016	813-002	211	792.00
			1287581		LEGAL - APRIL, 2016	814-000	211	2,519.00
			1287581		LEGAL - APRIL, 2016	815-000	211	66.00
			1287581		LEGAL - APRIL, 2016	817-001	211	1,249.00
			1287581		LEGAL - APRIL, 2016	869-000	211	181.25
					CHECK PAYAB 109789 TOTAL FOR			<u>10,230.25</u>

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
06/14/2016	PAYAB	109790	128	THE SHARP SHOP	SERVICE - SHARPENING	933-000	441	120.50
06/14/2016	PAYAB	109791	26231	UNITEX DIRECT	PARTS/SUPPLIES - TURNOUT GEAR	980-000	335	5,910.29
06/14/2016	PAYAB	109792	9765973271	VERIZON WIRELESS	SERVICE - 04/24/16 - 05/23/16	920-000	335	58.45
06/14/2016	PAYAB	109793	E1452552	WITMER PUBLIC SAFETY INC	PARTS/SUPPLIES	980-000	335	4,054.85
Total for fund 101 GENERAL FUND								197,378.42
Fund: 202 MAJOR ROAD FUND								
05/13/2016	PAYAB	109593	285565	CADILLAC ASPHALT LLC	PARTS/SUPPLIES - COLD PATCH	734-000	462	182.85
05/17/2016	PAYAB	109646	285695	CADILLAC ASPHALT LLC	PARTS/SUPPLIES - ASPHALT	734-000	462	165.60
06/09/2016	PAYAB	109768	56857	METRO ENVIRONMENTAL SERVICES,	SERVICE - STREET CLEANING	831-000	474	1,975.00
Total for fund 202 MAJOR ROAD FUND								2,323.45
Fund: 265 DRUG FORFEITURE FUND								
05/16/2016	PAYAB	109633	183	PSTGP, LLC	TRAINING - GOMEZ/DZUIBA	958-000	400	950.00
05/16/2016	PAYAB	109635	4525	REVIZE LLC	TECH SUPPORT - 05/01/16 - 04/30/17	980-002	399	1,500.00
05/16/2016	PAYAB	109636	01700	SCHOOLCRAFT COLLEGE	EDUCATION - H. KOLKE	958-000	400	700.00
05/17/2016	PAYAB	109648	47614	CMP DISTRIBUTORS INC	PARTS/SUPPLIES - WEAPONS/PROTECTIVE	983-000	399	1,324.50
Total for fund 265 DRUG FORFEITURE FUND								4,474.50
Fund: 271 LIBRARY FUND								
05/13/2016	PAYAB	109590*#	857286336-041216	AT&T LONG DISTANCE	LONG DISTANCE	920-000	738	23.37
05/13/2016	PAYAB	109596	202783929505	CONSUMERS ENERGY	UTILITY - 03/15/16 - 04/12/16	922-000	738	55.58
05/13/2016	PAYAB	109600	63552937	INTERNATIONAL MINUTE PRESS	BANNERS	900-000	738	620.10
05/16/2016	PAYAB	109606	LOB042816	ALYSON LOBERT	REIMBURSEMENT	727-000	738	137.81
			LOB042816		REIMBURSEMENT	727-000	738	13.46
			LOB042816		REIMBURSEMENT	869-000	738	117.71
CHECK PAYAB 109606 TOTAL FOR								268.98
05/16/2016	PAYAB	109608	B4455106	BRODART CO	PARTS/SUPPLIES - BOOKS	982-000	738	1,073.43
05/16/2016	PAYAB	109609*#	000982	CITY OF WALLED LAKE	WATER APRIL, 2016	923-000	738	2,064.90
05/16/2016	PAYAB	109621	15-325-01	LIBRARY DESIGN ASSOCIATES	LIBRARY SHELVING	971-000	738	18,223.86
05/16/2016	PAYAB	109626	232619340	MIDWEST TAPE	PARTS/SUPPLIES	982-002	738	22.99
			230428798		PARTS/SUPPLIES - BOOKS	982-002	738	22.99

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 271 LIBRARY FUND									
			226392124		PARTS/SUPPLIES -- BOOKS/DVD'S	982-002	738	69.55	
			230431673		PARTS/SUPPLIES -- BOOKS/DVD'S	982-002	738	129.12	
			CHECK PAYAB 109626 TOTAL FOR						529.53
05/17/2016	PAYAB	109643	2031919295	BAKER & TAYLOR	PARTS/SUPPLIES - BOOKS	982-000	738	32.80	
			2031885561		PARTS/SUPPLIES	982-000	738	16.69	
			2031955668		PARTS/SUPPLIES - BOOKS	982-000	738	74.32	
			CHECK PAYAB 109643 TOTAL FOR						123.81
05/17/2016	PAYAB	109650	5867622	DEMCO	PARTS/SUPPLIES	727-000	738	115.39	
05/17/2016	PAYAB	109654	57996869	GALE	PARTS/SUPPLIES - BOOKS	982-000	738	98.76	
05/17/2016	PAYAB	109659	16613	ICMA RETIREMENT CORP	ANNUAL PLAN FEE - 04/01/16 - 06/30/16	725-000	738	125.00	
05/17/2016	PAYAB	109667	55196	LIBRARY NETWORK	PARTS/SUPPLIES - DATAMAILERS	833-000	738	116.02	
			55148		COMPUTER MAINT. - QTRLY CHARGES 04/16	936-000	738	6,736.29	
			55219		WEBSITE SERVICES 05/01/16 - 04/30/16	1982-003	738	100.00	
			CHECK PAYAB 109667 TOTAL FOR						6,952.31
05/17/2016	PAYAB	109671*#	18607673	MILLENNIUM BUSINESS SYSTEMS	COPIER	727-000	738	54.18	
05/17/2016	PAYAB	109677	1087350549	PENGUIN RANDOM HOUSE, INC.	PARTS/SUPPLIES - BOOKS	982-002	738	30.00	
			1087326295		PARTS/SUPPLIES - BOOKS	982-002	738	54.00	
			1087360310		PARTS/SUPPLIES - BOOKS	982-002	738	57.75	
			CHECK PAYAB 109677 TOTAL FOR						141.75
06/03/2016	PAYAB	109711*#	ATT050416-3917	AT&T	PHONE SERVICE	920-000	738	249.50	
06/03/2016	PAYAB	109716	203940911911	CONSUMERS ENERGY	UTILITY - 04/13/16 - 05/13/16	922-000	738	73.70	
06/03/2016	PAYAB	109733	DTE051316-0011	DTE ENERGY	UTILITY - 04/14/16-05/13/16	921-000	738	361.60	
06/03/2016	PAYAB	109741	54944	LIBRARY NETWORK	SCANNER	728-000	738	129.00	
06/03/2016	PAYAB	109744*#	18753403	MILLENNIUM BUSINESS SYSTEMS	COPIER SERVICE	727-000	738	57.13	
06/03/2016	PAYAB	109749	1087434607	PENGUIN RANDOM HOUSE, INC.	BOOKS	982-002	738	56.25	
			1086180388A		BOOKS	982-002	738	22.50	
			1186173116A		BOOKS	982-002	738	26.25	

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND								
			1086191182A		BOOKS	982-002	738	63.75
				CHECK PAYAB 109749 TOTAL FOR				168.75
06/09/2016	PAYAB	109757*#	18228	ALLIANCE WINDOW CLEANING	SERVICE - WINDOW CLEANING	932-000	738	15.00
06/09/2016	PAYAB	109758	LOB060316	ALYSON LOBERT	REIMBURSEMENT	737-000	738	75.67
			LOB060316		REIMBURSEMENT	737-000	738	114.54
			LOB060316		REIMBURSEMENT	737-000	738	168.93
			LOB060316		REIMBURSEMENT	869-000	738	142.24
				CHECK PAYAB 109758 TOTAL FOR				501.38
06/09/2016	PAYAB	109759*#	ATT051216-4075	AT&T LONG DISTANCE	PHONE SERVICE - LONG DISTANCE	920-000	738	29.23
06/09/2016	PAYAB	109766	15-325-02	LIBRARY DESIGN ASSOCIATES INC	LIBRARY RENOVATION	971-000	738	46,336.14
06/09/2016	PAYAB	109773	SIP052116	SIPES, TIM	SERVICE - CLEANING	932-000	738	435.00
06/14/2016	PAYAB	109779*#	ATT060416-3917	AT&T	PHONE SERVICE - 06/04/16 - 07/03/16	920-000	738	256.56
06/14/2016	PAYAB	109782	63553004	INTERNATIONAL MINUTE PRESS	NEWSLETTER FLYERS	900-000	738	261.28
06/14/2016	PAYAB	109784	230428845	MIDWEST TAPE	PARTS/SUPPLIES - BOOKS	982-002	738	510.39
			232755721		PARTS/SUPPLIES - DVD'S	982-002	738	51.96
			230377467		PARTS/SUPPLIES - VIDEO'S	982-002	738	73.96
			93625366		PARTS/SUPPLIES	982-002	738	22.38
			93625367		PARTS/SUPPLIES	982-002	738	131.93
			93625369		PARTS/SUPPLIES	982-002	738	10.39
			93647064		PARTS/SUPPLIES	982-002	738	125.14
				CHECK PAYAB 109784 TOTAL FOR				926.15
06/14/2016	PAYAB	109785*#	18455738	MILLENIUUM BUSINESS SYSTEMS	COPIER SERVICE - 02/08/16 - 03/08/17	727-000	738	191.04
				Total for fund 271 LIBRARY FUND				80,462.41
Fund: 588 TRANSPORTATION FUND								
05/13/2016	PAYAB	109590*#	857286336-041216	AT&T LONG DISTANCE	LONG DISTANCE	920-000	689	233.69
05/17/2016	PAYAB	109689	15169	SMART	VEHICLE MAINT. - BUS WORK ORDER 201	939-000	689	235.01
06/03/2016	PAYAB	109711*#	ATT050416-3917	AT&T	PHONE SERVICE	920-000	689	689.41

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 588 TRANSPORTATION FUND								
06/09/2016	PAYAB	109759*#	ATT051216-4075	AT&T LONG DISTANCE	PHONE SERVICE - LONG DISTANCE	920-000	689	292.30
06/09/2016	PAYAB	109770*#	958953512-170	NEXTEL SPRINT	SERVICE - 04/07/16 - 05/06/16	920-000	689	89.12
06/09/2016	PAYAB	109774*#	SPE051516	SPEEDWAY SUPERAMERICA LLC	GAS & OIL	732-000	689	443.02
06/14/2016	PAYAB	109779*#	ATT060416-3917	AT&T	PHONE SERVICE - 06/04/16 - 07/03/16	920-000	689	2,565.63
06/14/2016	PAYAB	109787*#	267108	PROVIDENCE OCCUPATIONAL HEALT	SERVICE	829-000	689	86.00
Total for fund 588 TRANSPORTATION FUND								6,439.78
Fund: 590 REFUSE FUND								
05/17/2016	PAYAB	109684	RRR041616	RRRASOC	HHW DAY - 04/16/16	827-005	538	55.70
			RRR040916		HHW DAY - 04/09/16	827-005	538	919.05
CHECK PAYAB 109684 TOTAL FOR								974.75
06/03/2016	PAYAB	109752	RRR050716	RRRASOC	HOUSEHOLD HAZARDOUS WASTE DAY - MA	827-005	538	111.40
06/14/2016	PAYAB	109788	RRR052116	RRRASOC	HHW DAY - 05/21/2016	827-005	538	27.85
Total for fund 590 REFUSE FUND								1,114.00
Fund: 591 WATER AND SEWER FUND								
05/13/2016	PAYAB	109590*#	857286336-041216	AT&T LONG DISTANCE	LONG DISTANCE	920-000	265	116.84
05/16/2016	PAYAB	109613*#	327-130715	GLENDALE AUTO SUPPLY	PARTS/SUPPLIES	939-000	533	20.10
05/16/2016	PAYAB	109629*#	HLT0001515	OAKLAND COUNTY TREAS CASH BLD	SERVICE - TESTS	929-000	533	30.00
05/17/2016	PAYAB	109645*#	105525	BS & A SOFTWARE	SOFTWARE MAINT.	936-001	533	1,399.00
05/17/2016	PAYAB	109657	GRE042116	GREAT LAKES WATER AUTHORITY	WATE R PURCHASE - MARCH, 2016	928-000	533	24,718.86
			GRE042116		WATE R PURCHASE - MARCH, 2016	928-001	533	42,500.00
CHECK PAYAB 109657 TOTAL FOR								67,218.86
05/17/2016	PAYAB	109661	1604-055	INNOVATIVE MARKETING SERVICES	SERVICE - WATER QUALITY REPORT	900-000	265	1,293.66
05/17/2016	PAYAB	109673*#	DEQ0000539	OAKLAND COUNTY TREAS CASH BLD	SERVICE - CROSS CONNECTION INSPECTI	850-000	533	122.75

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 591 WATER AND SEWER FUND								
			DEQ0000526		CROSS CONNECTION INSPECTIONS	850-000	533	506.81
					CHECK PAYAB 109673 TOTAL FOR			629.56
05/17/2016	PAYAB	109674*#	GR1510309696	OAKLAND SCHOOLS	SERVICE - WATER BILLING	900-000	265	141.52
			GR1512289916		SERVICE - WATER BILLING	900-000	265	553.83
			GR16012910073		SERVICE - WATER BILLING	900-000	265	974.45
			GR16022910178		SERVICE -WATER BILLING	900-000	265	975.02
			GR16033110298		SERVICE - WATER BILLING	900-000	265	970.80
					CHECK PAYAB 109674 TOTAL FOR			3,615.62
05/17/2016	PAYAB	109704	WRC050416	WATER RESOURCE COMMISSIONER	MISS DIG - MAY, 2016	803-000	533	20.00
06/03/2016	PAYAB	109711*#	ATT050416-3917	AT&T	PHONE SERVICE	920-000	265	1,247.51
06/03/2016	PAYAB	109714*#	COM050716-7012	COMCAST	UTILITY - INTERNET	920-000	265	227.02
06/03/2016	PAYAB	109734	DTE051316-0244	DTE ENERGY	UTILITY - 04/14/16 - 05/13/16	921-000	265	94.54
06/03/2016	PAYAB	109735	DTE051216-0046	DTE ENERGY	UTILITY - 02/12/16 - 05/12/16	921-000	265	33.11
06/03/2016	PAYAB	109738	MIDE683270	FASTENAL COMPANY	PARTS/SUPPLIES	829-002	533	226.13
06/03/2016	PAYAB	109742*#	LOW051716	LOWES BUSINESS ACCOUNT	STATEMENT - 04/24/16 - 05/17/16	728-000	533	100.63
06/09/2016	PAYAB	109759*#	ATT051216-4075	AT&T LONG DISTANCE	PHONE SERVICE - LONG DISTANCE	920-000	265	146.15
06/09/2016	PAYAB	109774*#	SPE051516	SPEEDWAY SUPERAMERICA LLC	GAS & OIL	732-000	533	125.58
06/14/2016	PAYAB	109779*#	ATT060416-3917	AT&T	PHONE SERVICE - 06/04/16 - 07/03/16	920-000	265	1,282.81
					Total for fund 591 WATER AND SEWER FUND			77,827.12
Fund: 701 TRUST AND AGENCY FUND								
05/13/2016	PAYAB	109594	1124	CODE SAVVY CONSULTANTS	PLAN REVIEW SPRINKLER SYSTEM	264-001	000	1,525.00
05/17/2016	PAYAB	109669*#	MCK040616	MCKENNA ASSOCIATES INC	PLANNING SERVICES - MARCH, 2016	263-001	000	736.25
			MCK040616		PLANNING SERVICES - MARCH, 2016	263-008	000	736.25
			MCK040616		PLANNING SERVICES - MARCH, 2016	263-008	000	518.50
			MCK040616		PLANNING SERVICES - MARCH, 2016	263-013	000	85.00
			MCK040616		PLANNING SERVICES - MARCH, 2016	263-013	000	85.00
					CHECK PAYAB 109669 TOTAL FOR			2,161.00

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK NUMBER 109585 - 109793
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 701 TRUST AND AGENCY FUND									
05/17/2016	PAYAB	109709	CR2016-03	WIXOM TRAILWAY MANAGEMENT	COUTRAILWAY COSTS	076-000	000	225,000.00	
06/03/2016	PAYAB	109746	OAK060116	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSES - 06/02/2015 - 06/01/2222-001		000	5,087.00	
06/09/2016	PAYAB	109767*#	MCK050516	MCKENNA ASSOCIATES INC		263-001	000	368.13	
			MCK050516			263-008	000	368.13	
			MCK050516			263-008	000	259.25	
			MCK050516			263-011	000	736.25	
			MCK050516			263-012	000	255.00	
			CHECK PAYAB 109767 TOTAL FOR						1,986.76
06/14/2016	PAYAB	109780	107785	BOSS ENGINEERING	SITE PLAN REVIEW & PC MTG.	263-001	000	450.00	
			107785		SITE PLAN REVIEW & PC MTG.	263-001	000	200.00	
			107785		SITE PLAN REVIEW & PC MTG.	263-011	000	250.00	
			CHECK PAYAB 109780 TOTAL FOR						900.00
			Total for fund 701 TRUST AND AGENCY FUND						236,659.76
Fund: 705 ACCRUED INSURANCE LIABILITIES									
06/09/2016	PAYAB	109764*#	KCL051116	KCL GROUP BENEFITS	INSURANCE	231-017	000	1,639.42	
06/09/2016	PAYAB	109769*#	583740	MORGAN WHITE	INSURANCE	231-021	000	3,464.38	
06/14/2016	PAYAB	109781*#	2075180	FIDELITY SECURITY LIFE INS/EY	INSURANCE - JUNE, 2016	231-020	000	262.68	
			Total for fund 705 ACCRUED INSURANCE LIABILITIE						5,366.48
Fund: 736 RETIREE HEALTH CARE FUND									
05/13/2016	PAYAB	109592	06012016	BENISTAR/UA - 6803	INSURANCE - - JUNE, 2016	717-000	218	1,251.00	
06/09/2016	PAYAB	109764*#	KCL051116	KCL GROUP BENEFITS	INSURANCE	717-000	218	541.60	
06/09/2016	PAYAB	109769*#	583740	MORGAN WHITE	INSURANCE	717-000	218	339.93	
06/14/2016	PAYAB	109781*#	2075180	FIDELITY SECURITY LIFE INS/EY	INSURANCE - JUNE, 2016	717-000	218	58.20	
			Total for fund 736 RETIREE HEALTH CARE FUND						2,190.73
			TOTAL - ALL FUNDS						614,236.65

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

06/16/2016 02:53 PM
 User: CCOOGAN
 DB: Walled Lake

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK DATE FROM 05/01/2016 - 05/31/2016
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 101 GENERAL FUND									
05/17/2016	PAYAB	67 (E)		WEX BANK	GAS AND OIL	732-000	335	623.30	
								Total for fund 101 GENERAL FUND	623.30
Fund: 705 ACCRUED INSURANCE LIABILITIES									
05/27/2016	PAYAB	68 (E) *#		UNITED HEALTHCARE	JUNE PREMIUM	231-016	000	17,239.33	
								Total for fund 705 ACCRUED INSURANCE LIABILITIE	17,239.33
Fund: 736									
05/27/2016	PAYAB	68 (E) *#		UNITED HEALTHCARE	JUNE PREMIUM	717-000	218	3,131.49	
								Total for fund 736	3,131.49
								TOTAL - ALL FUNDS	20,994.12

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



June 13, 2016

Attorney Client Communication

2600 Troy Center Drive
P.O. Box 5025
Troy, MI 48007-5025
Tel: 248-851-9500
Fax: 248-538-1223 or 1224
www.secretwardle.com

City Council
City of Walled Lake
1499 E. West Maple Rd.
Walled Lake, MI 48390

VAHAN C. VANERIAN
Direct: (248) 539-2370
vvanerian@secretwardle.com

Re: *Balla v City of Walled Lake, et. al.*
52-1 Dist. Ct. Case No. 16-C02156-GC
Hon. David Law

Dear Members of Council:

Attached for information purposes please find a new civil law suit recently filed against the City by Plaintiff, Bukurija Balla. Plaintiff filed the case in the 52-1 District Court and it has been assigned to Judge David Law. The case seeks \$1,500.00 for property damages allegedly resulting from an alleged sewer backup/overflow event on March 30, 2015. The complaint contains non-specific conclusory allegations and lacks factual detail as to the nature of the alleged event or the resulting property damages.

My review reveals a number of viable legal defenses including failure to provide statutorily required pre-suit notice, failure to plead an actionable “sewage disposal system event” and governmental immunity. The county has also been named as party as well. The appropriate responsive pleadings have been filed and served on behalf of the City.

Yours truly,
Vahan C. Vanerian
Vahan C. Vanerian, Esq.

Cc: Jennifer Stuart, City Clerk
3608982

STATE OF MICHIGAN
IN THE 52-1 DISTRICT COURT FOR THE COUNTY OF OAKLAND

BUKURIJA BALLA,
Plaintiff,

v.

Case No. 16-CO2156-6C

JAMES NASH, WATER RESOURCES COMMISSIONER,
OAKLAND COUNTY and CITY OF WALLED LAKE,
Defendants,

DONALD JOHN ANDREWS II (P-48501)
Attorney for Plaintiff
P.O. Box 494
Union Lake, MI 48387
(248) 505-3644

Complaint & Demand for Jury Trial

RECEIVED & FILED
52-1 DISTRICT COURT CLERK

APR 08 2016

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint, pending in this Court, nor has any such action been previously filed and dismissed after having been assigned to a Judge.

COMPLAINT

Plaintiff, by and through her attorney, Donald John Andrews, and for her complaint states as follows:

1. Plaintiff, BUKURIJA BALLA is a resident of the City of Walled Lake, County of Oakland and State of Michigan.
2. Defendant, JAMES NASH is the commissioner of the Water Resources Commissioner's Office, County of Oakland, which is located in the County of Oakland and State of Michigan.
3. Defendant WATER RESOURCES COMMISSIONER'S OFFICE is responsible for the sewage disposal system as defined in MCL §691.1416 through MCL §691.1419.
4. Defendant, CITY OF WALLED LAKE, is the local entity exercising limited control, maintenance and operation of the sewer system within the City of Walled Lake.
5. The amount in controversy is less than Twenty Five Thousand (\$25,000.00) Dollars.
6. On or about March 30, 2015 through April 9, 2015, Plaintiff, Bukurija Balla experienced a "sewage disposal system event", as defined in MCL §691.1416, to her property being a backup or overflow of sewage onto her property.
7. The "sewage disposal system event" was due to a construction, design, maintenance, operation, or repair defect, being a blockage, in the "Sewage Disposal System" as defined in MCL §691.1416.

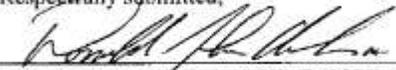
8. The Defendants were made aware of the problems with the sewage disposal system on March 30, 2015 and from previous complaints by the Plaintiff and others in the neighborhood at least a year prior to the sewage disposal system event on March 30 through April 9, 2015.
9. The Defendants knew of the defect or should have known of the defect by failing to exercise reasonable diligence to discover and correct the defect after being notified by the residents.
10. Defendants failed to respond and take action until April 21, 2015, well after the conclusion of the Sewage disposal system event.
11. The government agency, Water Resources Commissioner's Office- Oakland County, failed to take reasonable steps within a reasonable amount of time to repair, correct, or remedy the defect.
12. The blockage (defect) was "a substantial proximate cause" of the event, being at least 50% the cause of the sewage backup onto plaintiff's property.
13. The Plaintiff was damaged by the defect and the Defendants failure to maintain and repair the sewage disposal system and the blockage that occurred.
14. The Plaintiff is suffered damages, including but not limited to, spoilation and destruction of her property, plus the cost hiring a private company to repair and maintain the sewage disposal system by clearing the blockage.
15. Plaintiff provided notice of claim on April 28, 2015, as required to in MCL §691.1619, within 45 days of the sewage backup event.

REQUEST FOR RELIEF

Defendant requests that this Court grant the following relief:

1. Award Plaintiff damages in the amount of One Thousand Five hundred dollars (\$1,500).
2. Award Plaintiff interest, costs and reasonable attorney fees.
3. Award Plaintiff other relief as is just and equitable.

Respectfully submitted,


DONALD JOHN ANDREWS (P48501)
Attorney for Plaintiff
P.O. Box 494
Union Lake, MI. 48387
(248) 505-3644

Date: 4/8/16

**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.

JENNIFER A. STUART, City Clerk
CITY OF WALLED LAKE

LINDA ACKLEY, Mayor
CITY OF WALLED LAKE

Introduced: April 19, 2016
Adopted: _____
Effective: _____

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE**

ORDINANCE NO. C-325-16

**AN ORDINANCE TO AMEND TITLE V, ZONING AND
PLANNING, CHAPTER 51, ZONING; ARTICLE 3.00,
SECTION 3.02 “ZONING DISTRICT BOUNDARIES”, TO
AMEND THE SETBACK MEASUREMENT STANDARD
SET FORTH IN THE ZONING MAP.**

THE CITY OF WALLED LAKE ORDAINS:

Section 1 of Ordinance: Preamble

This ordinance is intended to amend the Setback Measurement Standard set forth on the Zoning Map by removing properties fronting Pontiac Trail between Maple Rd. and Walled Lake Dr. from the Setback Measurement Standard for the general health, safety and welfare of the public.

Section 2 of Ordinance: Amendment of Setback Measurement Standard

Title V “Zoning and Planning”, Chapter 51 “Zoning”, Article 3.00, Section 3.02 “Zoning District Boundaries”, is hereby amended by amending the Setback Measurement Standard set forth on the Zoning Map as follows:

Properties fronting Pontiac Trail between Maple Rd. and Walled Lake Dr. are hereby removed from the Setback Measurement Standard requiring a front setback to be measured from a line parallel to and 60’ from the center line of Pontiac Trail. Front yard setbacks for the removed properties fronting Pontiac Trail shall be measured and determined in accordance with otherwise applicable zoning ordinance standards and requirements.

Section 3 of Ordinance: Amendment of Zoning Map

Upon adoption and publication of this ordinance, the official City of Walled Lake Zoning Map, declared to be a part of the Zoning Ordinance pursuant to Article 3.00, Section 3.02 of the Zoning Ordinance, shall be amended by legibly portraying the amendment of the Setback Measurement Standard adopted pursuant to Section 2 of this Ordinance.

Section 4 of Ordinance—Repealer

Amended only as specified above and in this ordinance, the City of Walled Lake Code of Ordinances shall otherwise remain in full force and effect. All other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

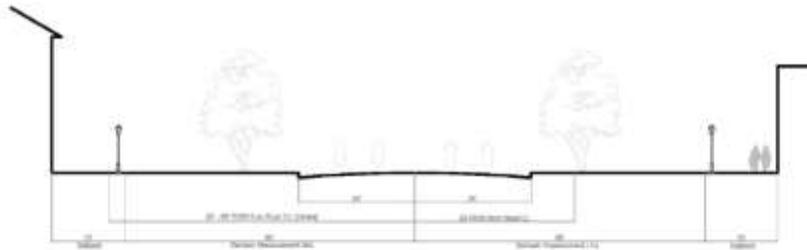
March 31, 2016

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

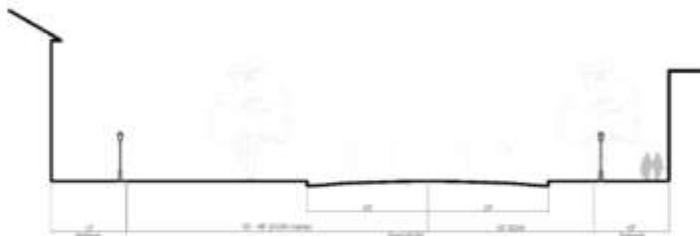
Subject: Proposed Zoning Map Amendment
Location: Pontiac Trail between Maple Road and Walled Lake Road.

Dear Commissioners:

The City has received interest in redeveloping the commercial area along Pontiac Trail between Maple Road and Walled Lake Road. This section of Pontiac Trail has a Setback Measurement Standard that requires a setback to be measured from a line parallel to and 60 feet from the centerline of the road. This has the effect of requiring buildings to be placed further from the road. This section is located in the Downtown Overlay District which requires a 15 foot setback from the Setback Line. This extensive setback requirement is inconsistent with the intent of the district and the existing land uses for the area. The current ROW along Pontiac Trail varies from between 99 feet and 66 feet. Pontiac Trail is a four-lane (48 feet+) road between Mable and Walled Lake Drive. Removing this section from the Setback Measurement Standard would still allow between 24 and 57 feet for pedestrian circulation and amenities between the buildings and the edge of the roadway. We recommend the City amend the Zoning Map to remove Pontiac Trail between Maple Road and Walled Lake Road from the Setback Measurement Standard.



Existing Cross-Section



Proposed Cross-Section

Figure 1 Existing Setback Requirement and Proposed Setback Requirement

We offer the following comments for your consideration:

City of Walled Lake Master Plan

The Future Land Use Map of the Master Plan identifies the section of Pontiac Trail between Maple Road and Walled Lake Road as General Commercial and Historic Lakefront. The General Commercial should provide a wide variety of retail uses that are typically dependent on high accessibility and visibility. This classification suggests that proper site design should be required taking into consideration elements such as architecture, landscaping, and access management standards.

The Historic Lakefront classification is characterized by tight-knit, mixed-use, and walkable development. The Master Plan recommends that the Historic Lake District continue to be pedestrian-friendly by providing sidewalks, benched, awnings, pedestrian signals and buildings with decreased or zero setbacks.

Removing this section of Pontiac Trail from the 60 foot Setback Measurement Standard is consistent with the Master Plan and helps promote pedestrian-friendly commercial development.

Map 2 Walled Lake Master Plan Future Land Use Map



City of Walled Lake Zoning Ordinance

Pontiac Trail between West Maple Road and Walled Lake Road has a Setback Measurement Standard that is measured from a line parallel to and 60 feet from the centerline of the road. The zoning districts along this stretch of Pontiac Trail and C-1, Neighborhood Commercial, C-2, General Commercial, C-3, Central Business, and CS, Community Service Districts.

The C-1 zoning district intended for convenience shopping for the nearby residential districts and higher traffic uses are prohibited. The C-2 zoning district is designed to provide a wide range of commercial uses and serve the entire community. The C-3 zoning

Map 3 Walled Lake Zoning Map



district is similar to the C-1 district, but is focused on pedestrian friendly uses. The CS district is reserved for the optimal placement of community services and facilities within the City.

Pontiac Trail between West Maple Road and Walled Lake Road is part of the Historic Downtown and Pontiac Trail & Maple Road areas. The Historic Downtown has a front yard setback of 0-5 feet. Pontiac Trail & Maple Road has a setback of 15 feet. In general, the setback is measured from the right-of-way line, which would typically be 33 feet from the centerline. Since this section of Pontiac Trail has a Setback Measurement Standard, the setback is measured 60 feet from the centerline, essentially requiring an additional 27 foot setback.

Removing this section of Pontiac Trail from the 60 foot Setback Measurement Standard would be consistent with the intent of the Historic Downtown and Pontiac Trail & Maple Road overlay districts.

Existing Conditions

This area of Pontiac Trail is commercial in nature, with many of the structures built close to the road. The majority of these buildings are legal nonconforming, being built too close to the right-of-way. An analysis of an aerial map identifying the 60 foot Setback Measurement Standard shows that 15 structures are located within the 60 foot setback requirement. Five of these buildings are located on the west side of Pontiac Trail and 10 buildings are located on the east side of Pontiac Trail. Each of these structures are located outside of the existing road right-of-way.

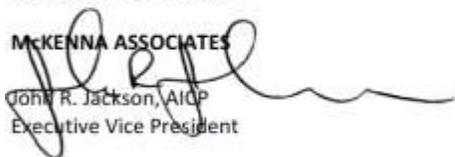
Removing this section of Pontiac Trail from the 60 foot Setback Measurement Standard will reduce the amount of non-conforming structures in the City, and would be consistent with the development pattern for the area.

RECOMMENDATION

Based on the intent of the Master Plan and Zoning Ordinance, along with the existing conditions and sound planning principals, we recommend amending the Zoning Map to remove the section of Pontiac Trail between Maple Road and Walled Lake Road from the Setback Measurement Standards.

We look forward to reviewing these findings with you.

Respectfully submitted,

McKENNA ASSOCIATES

JOHN R. JACKSON, AICP
Executive Vice President


Michael Deem
Senior Planner

April 12, 2016 PC Packet

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) ON BEHALF OF THE WALLED LAKE POLICE OFFICERS ASSOCIATION BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2019

Proposed RESOLUTION 2016-20

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 21st day of June, 2016, at 7:30 p.m.

WHEREAS, the City Manager, representing the Governing Body of the City of Walled Lake (City), County of Oakland, State of Michigan, has negotiated with the Police Officers Association of Michigan (POAM), representing the Walled Lake Police Officers Association (Union); and

WHEREAS, the City's bargaining team, acting under the authority of the City Manager, negotiated a tentative agreement with the Union, for the years beginning July 1, 2016 and ending June 30, 2019; and

WHEREAS, the City's bargaining team recommends adoption of the provisions of the agreement; believing that said provisions in the agreement are consistent with the budget and financial direction established by the Council; and

WHEREAS, the terms of the tentative agreement have been ratified by the membership of the Union; and

WHEREAS, the City Council, as the Governing Body of the City of Walled Lake, has reviewed the tentative agreement and is desirous of ratifying said agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Walled Lake, County of Oakland, State of Michigan that:

Section 1. The Council formally expresses its approval, and accepts and ratifies the collective bargaining agreement with POAM on behalf of the Walled Lake Police Officers Association.

Section 2. The City Manager is hereby authorized and directed to execute on behalf of the City, a new Collective Bargaining Agreement covering the period beginning July 1, 2016 through June 30, 2019 with the Union.

Section 3. A copy of the printed version of the Collective Bargaining Agreement shall be attached to this resolution.

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

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF OAKLAND AND THE CITY OF
WALLED LAKE TO PROVIDE CERTAIN INFORMATION
TECHNOLOGY SERVICES TO THE WALLED LAKE PUBLIC
SAFETY DEPARTMENT

Proposed RESOLUTION 2016-21

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 21st day of June, 2016, at 7:30 p.m.

WHEREAS, the County of Oakland (County) provides Information Technology (I.T.) support for the City's, Township's and Villages within the County; and

WHEREAS, the City of Walled Lake (City) uses the County I.T. department service to comply with certain public safety report requirements; and

WHEREAS, the County has requested an Interlocal Agreement to outline the police and fire department report writing system I.T. services provided; and

WHEREAS, it is in the City's best financial interest to continue I.T. services with the County;

NOW, THEREFORE, BE IT RESOLVED, The Council formally expresses its approval, and accepts the Interlocal I.T. Agreement with the County and the City Manager is hereby authorized and directed to execute on behalf of the CITY.

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

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
City of Walled Lake**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Walled Lake, 1499 E West Maple Road, Walled Lake, MI 48390 ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

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

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Public Body** means the City of Walled Lake, which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
 - 1.6. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees,

concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.7. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.8. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.8.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.8.2. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.8.3. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard Oakland County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
 - 1.8.4. **Internet Service** means access to the Internet from Public Body's workstations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
 - 1.8.5. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
 - 1.8.6. **Email Service** means access to the designated application provided by County for sending and receiving electronic mail messages by Public Body.
 - 1.8.7. **Health Portal** means a portal where registered schools, community dispensing sites, nurses, district administrators and doctors can effectively communicate with the health department regarding reportable communicable diseases.
 - 1.8.8. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.8.9. **Data Center Use and Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
 - 1.8.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software

applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.

- 1.9. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.10. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in Section 2 or added at a later date by a formal amendment to this Agreement:

- Exhibit I: Online Payments
- Exhibit II: Pay Local Taxes
- Exhibit III: Web Publishing Suite
- Exhibit IV: Internet Service
- Exhibit V: Oaknet Connectivity
- Exhibit VI: Email Service
- Exhibit VII: Health Portal
- Exhibit VIII: Over The Counter Payments
- Exhibit IX: Data Center Use and Services
- Exhibit X: CLEMIS

2. **COUNTY RESPONSIBILITIES.**

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

- 2.4.1. County will perform daily backups of all I.T. Services except for the I.T. Services described in Exhibit IX Data Center Use and Services. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
- 2.4.2. County will maintain a Disaster Recovery ("DR") Toolkit that will be used to recover applications during a disaster or failure of County's computer system. All applications will be included in County's scheduled Disaster Recovery Test. DR Toolkit updates will be made by County as necessary.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
 - 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.
- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County's website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. **PUBLIC BODY RESPONSIBILITIES.**

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

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

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

4. **DURATION OF INTERLOCAL AGREEMENT.**

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

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.

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

6. **ASSURANCES.**

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. **DISCLAIMER OR WARRANTIES.**

- 7.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 7.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 7.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

8. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

9. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

10. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 10.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to

terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

11. **SUSPENSION OF SERVICES**. County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.
12. **DELEGATION OR ASSIGNMENT**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP**. Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.
14. **NO THIRD PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
15. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
16. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
17. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
18. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
19. **FORCE MAJEURE**. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars,

strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

20. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 20.2. If Notice is sent to Public Body, it shall be addressed to: Chief Paul Shakinas, City of Walled Lake, 1499 E West Maple Road Walled Lake, MI 48390.
 - 20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
21. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
22. **ENTIRE AGREEMENT.**
 - 22.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific services described in the attached Exhibits. With regard to those services, this Agreement supersedes all other oral or written agreements between the Parties.
 - 22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

EXECUTED: _____

DATE: _____

L. Dennis Whitt,
City Manager

WITNESSED: _____

DATE: _____

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 to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____

DATE: _____

Oakland County Board of Commissioners
County of Oakland

EXHIBIT IV
I.T. SERVICES AGREEMENT
Internet Service

INTRODUCTION

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

SUPPORT

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

SERVICE ACCESS

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

INTERNET SERVICE EXHIBIT IV

Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE AND SUPPORT COSTS

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

LICENSED USE AND ACCESS

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

EXHIBIT V
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

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

PUBLIC BODY RESPONSIBILITIES.

1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
3. Public Body shall not mount any equipment in the County's equipment cabinet.
4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.

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

SUPPORT

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

SERVICE ACCESS

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

Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE SUPPORT COSTS

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

LICENSED USE AND ACCESS

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

EXHIBIT VI
I.T. SERVICES AGREEMENT
E-mail Service

INTRODUCTION

COUNTY RESPONSIBILITIES

1. County shall provide an I.T. Service to enable Public Body to use email through the County's Internet Service Provider
2. County shall provide Public Body with documentation for the configuration of email client(s) used by County.
3. County backs up the email on a regular basis for the sole purpose of system recovery in the event of hardware failure. The backups contain the emails existing in the system at the time of the backup and may not contain all emails sent or received. The backups are only retained for a short period of time.
4. County shall not provide:
 - 4.1. On-site assistance to configure Public Body's workstation(s) or Email client(s).
 - 4.2. Continuous archiving of email transmitted.

MUNICIPAL RESPONSIBILITIES

1. Public Body shall have its Points of Contact act as an Email Administrator who shall be responsible for the creation, deletion, modification, maintenance, and forgotten password support of all email accounts for Public Body.
2. Public Body shall ensure that the I.T. Service provide herein will not be used for any of the following prohibited acts:
 - 2.1. Uploading, transmitting, or otherwise making content available that is unlawful, harmful, threatening, abusive, tortuous, defamatory, obscene, libelous, invasive of another privacy, hateful, or racially, ethnically, or otherwise objectionable.
 - 2.2. Harming minors in any way.
 - 2.3. Manipulating identities in order to disguise the origin of any content.
 - 2.4. Displaying content that infringes any patent, trademark, copyright, trade secret or other proprietary rights.
 - 2.5. Making available any unsolicited or unauthorized materials such as "junk mail", "spam", "chain letters", or other forms of solicitation except those that are designated for legitimate business purposes of Public Body;
 - 2.6. Transmitting software viruses, computer code, or programs ("malware") designed to destroy or limit County's or other entities computer system(s); or acquiring any information to which the transmitting party is not entitled.

E-MAIL SERVICE EXHIBIT VI

- 2.7. Violating any applicable International, Federal, State, or local laws except for transmissions used in connection with any legitimate governmental law enforcement purpose.
3. Public Body shall be responsible for the costs of restoring, retrieving, or examining email undertaken by County at the request of Public Body. The cost shall be invoiced at the then current hourly rate, including benefits, paid by County to the person(s) capable of restoring, retrieving, or examining email mailbox contents.

SUPPORT

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

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

Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE SUPPORT COSTS

County will provide this I. T. Service to Public Body without a fee or cost.

LICENSED USE AND ACCESS

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

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

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

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

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

Page 1 of 9

EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

June 21, 2016 Council Packet

Page 80 of 101

- 1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. **CLEMIS DIVISION RESPONSIBILITIES.**

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

3. **PUBLIC BODY RESPONSIBILITIES.**

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

to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

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

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

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will

Page 3 of 9

EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.

4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.**

County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act (“FOIA”) requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body’s data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County’s response to the FOIA request or court order.

4.3. **Continuous Access to Public Body Data by Third Parties.**

4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body’s data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body’s data.

4.3.2. County shall provide and shall continue to provide access to Public Body’s data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body’s data shall stop. Upon receipt of this notice, County shall promptly stop the third party’s access to Public Body’s data and shall use its best efforts to stop third party access to Public Body’s data on the date requested by Public Body.

4.3.3. In order to effectuate the third party’s continuous access to Public Body’s data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body’s data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.

4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body’s data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.

4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body’s data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA

made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.

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

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.
- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body

uses the CLEMIS Citation Payment Application (hereinafter "Payment Application) and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:

- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
- 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
- 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
- 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
- 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
- 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets,

Page 6 of 9

EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
 - 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
 - 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
 - 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. **CLEMIS ADVISORY COMMITTEE.**

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

Page 7 of 9

EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.
10. **OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.**
- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body’s Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body’s data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body’s data to Public Body in an electronic format and a time period determined by County. Upon written confirmation

from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

I. CLEMIS CATEGORIES / TIERS

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

- Tier 1**
 - 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 2**
 - 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 2.5**
 - 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 3**
 - 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 4 Rescinded**
- Tier 5 Rescinded**
- Tier 6 (eCLEMIS)**
 - 19 or more FTE's 6 – 18 FTE's 1 – 5 FTE's
- Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center**
- Tier 8 Jail Management** (outside Oakland County)
- Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan** (does not contribute any data)
- District Court in Oakland County** (excluding 52nd District Courts)
 - Pays CLEMIS Fee:** receives ticket data.
 - OPT-OUT of CLEMIS Citation Payment Application**
 - Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- District Court outside Oakland County**
 - Pays CLEMIS Fee:** receives ticket data.
 - OPT-OUT of CLEMIS Citation Payment Application**
 - Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- Circuit Court** (outside Oakland County - does not contribute any data)
- Prosecutor Office** (outside Oakland County, does not contribute any data)
- FRMS Participant** (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

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

- Mobile Data Computers (“MDC”)**
 - WITH** County provided wireless **WITHOUT** County provided wireless
 - CAD Only WITHOUT** County provided wireless

- Livescan**
 - WITH** printer **WITHOUT** printer

- Mugshot**
 - Capture Station and Investigative Investigative Only

- Jail Management**
 - CLEMIS Member located in Oakland County
 - CLEMIS Member located outside Oakland County

- OakVideo** (CLEMIS Member located outside Oakland County)

- Crime Mapping Application**

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

- Pawn Application**

- Fire Records Management System In Oakland County**
 - Phase I Phase II

- Fire Records Management System Outside Oakland County**

- Fire Department Data Extract** (Provide third party vendor information below)

- In Oakland County Outside Oakland County

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

- CRASH Report Payment Amount: \$ _____**

- Enhanced Access Fee Disbursement Instructions**

- Disbursement when Requested Disbursement Quarterly

Make Check Payable to: _____

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

COUNTY: _____
CLEMIS Division Manager _____ Date

PUBLIC BODY: _____

Title/Name: _____

Signature: _____

Date

(to be completed by Public Body)

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION FOR THE SUMMER 2016 MILLAGE REQUEST
REPORT TO COUNTY BOARD OF COMMISSIONERS FOR THE
ANNUAL LEVY AND COLLECTION OF TAXES FOR THE CITY

Proposed RESOLUTION 2016-22

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 21st day of June, 2016 at 7:30 p.m.

WHEREAS, the Section 9.1 of the Charter of the City of Walled Lake states that the city shall have the power to annually levy and collect taxes for municipal purpose; and

WHEREAS, exclusive of any levies authorized by statute to be made beyond charter tax rate limitations, the annual ad valorem tax levy shall not exceed two percent of the assessed value of all real and personal property subject to taxation in the city; and

WHEREAS, the subjects of ad valorem taxation for municipal purposes shall be the same as for state, county and school purposes under general law; and

WHEREAS, the City collects the Municipal Operating, Library, and Public Safety millages on the summer tax statement;

NOW, THEREFORE, BE IT RESOLVED, that the 2016 millages authorized to be levied on the July 1, 2016 summer tax collection is a City Operating millage of 15.6128 mills, a 1963 authorized Library millage of 0.7805, a 2014 authorized Library millage of 0.9636, and a 2014 authorized Public Safety millage of 3.8658 mills.

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

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION OF THE CITY OF WALLED LAKE
AUTHORIZING THE TRANSFER OF THE 2015 DELINQUENT
WATER, SEWER AND REFUSE RECEIVABLES TO THE 2016
JULY TAX ROLLS

Proposed RESOLUTION 2016-23

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 21st day of June, 2016 at 7:30 p.m.

WHEREAS, Section 82.72 of the City of Walled Lake Code of Ordinances specifies that “unpaid charges for water service furnished to any premises within the city shall be a lien against the premises and may be collected in the same manner as other municipal taxes” and “this lien remedy does not preclude any other remedy by law”; and

WHEREAS, Section 82.30 of the City of Walled Lake Code of Ordinances specifies that “unpaid charges for sewer service furnished to any premises within the city shall be a lien against the premises” and any charges “which as of December 31 are delinquent shall be transferred to the next city tax roll against the premises served and shall be collected, and the lien enforced in the same manner as provided in respect to city taxes assessed on the roll”; and

WHEREAS, Section 82.30 and 82.72 of the City of Walled Lake Code of Ordinances further specify that premises outside the city that are served by the city water and sewer system that have delinquent bills will be certified to their governmental unit for collection as provided in the contract between the city and the governmental unit; and

WHEREAS, Section 62.28(a) of the City of Walled Lake Code of Ordinances provides for a reasonable system of user fees to defray the cost incurred by the City in collecting and administering waste removal; and

WHEREAS, Section 62.31 of the City of Walled Lake Code of Ordinances authorizes City Council to adopt such resolutions as may be necessary or advisable to carry out the provisions of the ordinance; and

WHEREAS, the City of Walled Lake, by correspondence dated and mailed May 2016, informed all water, sewer and refuse customers with delinquent balances prior to and including December 31, 2015 of the intent to transfer said balance to the tax roll unless payment was received by June 10, 2016;

NOW, THEREFORE, BE IT RESOLVED that all real property parcels appearing on the delinquent water/wastewater/refuse list, held by the Clerk for the City of Walled Lake, dated June 16, 2016, are hereby specifically assessed for arrearages and charges attributable to said parcels on the City Clerk's listing, and any remaining unpaid assessments of the \$86,763.05 delinquencies are to be placed on the 2016 July City of Walled Lake tax roll and transferred to the Treasurer of the Village of Wolverine Lake for further collection.

BE IT FURTHER RESOLVED that a \$35.00 administrative fee per customer account will be charged for transferring said delinquent balance to the tax rolls, such fee to be added to the unpaid assessments placed on the 2016 July City of Walled Lake tax roll and transferred to the Treasurer of the Village of Wolverine Lake for further collection.

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

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION FOR THE 2015 DELINQUENT PROPERTY
TRANSFER AFFIDAVIT FEES TO BE PLACED ON THE 2016
JULY CITY OF WALLED LAKE TAX ROLL

Proposed RESOLUTION 2016-24

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 21st day of June, 2016 at 7:30 p.m.

WHEREAS, the Michigan Department of Treasury has previously established a Property Transfer Affidavit form filing requirement; and

WHEREAS, a Property Transfer Affidavit form must be filed whenever real estate or some types of personal property are transferred; and

WHEREAS, the timely filing of the Property Transfer Affidavit form is used by the assessor to ensure the property is assessed properly and receives the correct taxable value; and

WHEREAS, it must be filed by the new owner with the assessor or City of Walled Lake Offices within forty-five days (45) of the transfer; and

WHEREAS, if it is not filed timely per MCL 211.27(b)(1), a penalty of \$5/day (maximum \$200) applies on real property other than that classified under Section 34c; and

WHEREAS, the council shall cause an assessment roll to be prepared by the assessor in the same manner as other special assessments are made under the Charter of the City; and

WHEREAS, the charges for the delinquent property transfer affidavits shall become a lien upon the lands from and after the certification by the City Manager to the City Clerk, and a copy of the certification shall be filed by the City Manager with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, that all property parcels appearing on the delinquent property transfer affidavit, held by the Clerk for the City of Walled Lake, dated June 1, 2016 in the amount of \$6,310 are hereby specifically assessed for arrearages and charges attributable to said parcels on the City Clerk's listing; said assessments to be placed on the 2016 July City of Walled Lake tax roll.

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to remove the penalty assessment from a parcel if the penalty was a result of a processing error.

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

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

THE RESOLUTION WAS ADOPTED.

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION AMENDING THE OPERATING AND
CAPITAL BUDGET APPROPRIATION OF FUNDS AND
LEVY OF TAXES FOR FISCAL YEAR 2015-2016

Proposed RESOLUTION 2016-25

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 21st day of June, 2016 at 7:30 p.m.

WHEREAS, the City Council has, during the course of the year, reviewed and approved expenditures against the City of Walled Lake budget appropriations; and

WHEREAS, pursuant to Chapter 8, Section 8.4 of the City Charter, the City Manager and Finance Director have reviewed the relation between the estimated and actual revenues and expenditures; and

NOW, THEREFORE BE IT RESOLVED, that the general appropriations of the City of Walled Lake for the fiscal year beginning July 1, 2015 and ending June 30, 2016, for the following funds be amended and approved as attached hereto:

General Fund	\$ 5,197,970
Local Roads Fund	\$ 237,883
Major Roads Fund	\$ 368,484

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

AYES: ()

NAYS: ()

ABSENTS: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

Attachment
Resolution 2016-25

Fiscal Year 2015-2016 Proposed Budget Amendments

General Fund

Summary

	<u>Amended Budget</u>	<u>Proposed Amended Budget</u>	<u>Change</u>
Revenues	4,725,750	4,995,750	270,000
Expenditures:			
Legislative	12,075	12,075	-
City Administration	443,700	463,700	20,000
Public Safety	2,646,669	2,646,669	-
Public Services	1,156,997	1,156,997	-
Capital Outlay	756,529	918,529	162,000
Total Expenditures	5,015,970	5,197,970	182,000
Excess Revenues/(Expendit	(289,020)	(202,220)	88,000
Beginning Fund Balance	2,586,180	2,586,180	
Ending Fund Balance	2,297,160	2,383,960	86,800

Detail

1) <u>Adjust Walled Lake Villa consent judgement legal expenses and donation</u>			
101 000 674 000	Donation		\$250,000
101 000 674 000	Donation for legal Expenses		\$20,000
101 211 813 950	Litigation	\$20,000	
	Fund Balance	\$250,000	
		<u>\$270,000</u>	<u>\$270,000</u>
2) <u>Increase West Maple Road cost participation budget per County bid results</u>			
101 900 988 000	Motorized and Non-motorized travel	\$162,000	
	Fund Balance		\$162,000
		<u>\$162,000</u>	<u>\$162,000</u>

Local Roads Fund

Summary

	<u>Amended Budget</u>	<u>Proposed Amended Budget</u>	<u>Change</u>
Revenues	117,000	177,000	60,000
Expenditures:	234,383	237,883	3,500
Excess Revenues/(Expendit	(117,383)	(60,883)	56,500
Beginning Fund Balance	84,625	84,625	
Ending Fund Balance	(32,758)	23,742	56,500

**Attachment
Resolution 2016-25**

Fiscal Year 2015-2016 Proposed Budget Amendments

Detail

1) <u>Increase Striping Expense to Actual</u>				
203 474 967 010	Striping		\$3,500	
	Fund Balance			\$3,500
			<u>\$3,500</u>	<u>\$3,500</u>
2) <u>xfr portion of Act 51 Funds from Mjr Roads as allowed. To cover debt service</u>				
203 000 669 004	Xfr from Mjr Rds			\$20,000
	Fund Balance		\$20,000	
			<u>\$20,000</u>	<u>\$20,000</u>
3) <u>Increase for additional state revenue sharing allocation</u>				
203 000 574 000	Other State Revenue			\$40,000
	Fund Balance		\$40,000	
			<u>\$40,000</u>	<u>\$40,000</u>

Major Roads Fund

Summary

	<u>Amended Budget</u>	<u>Proposed Amended Budget</u>	<u>Change</u>
Revenues	266,000	266,000	-
Expenditures:	345,884	368,484	22,600
Excess Revenues/(Expendit	(79,884)	(102,484)	(22,600)
Beginning Fund Balance	114,102	114,102	
Ending Fund Balance	34,218	11,618	(22,600)

Detail

1) <u>Increase Striping Expense to Actual</u>				
202 474 967 010	Striping		\$2,600	
	Fund Balance			\$2,600
			<u>\$2,600</u>	<u>\$2,600</u>
2) <u>xfr portion of Act 51 Funds to Local Roads as allowed. To cover debt service</u>				
202 482 955 001	Xfr to Local Rds		\$20,000	
	Fund Balance			\$20,000
			<u>\$20,000</u>	<u>\$20,000</u>