



**NOTICE OF PUBLIC MEETING
CITY OF WALLED LAKE
REGULAR COUNCIL MEETING
Tuesday, July 21, 2026 | 7:30 P.M.**

This meeting will be held via in-person hybrid phone in conference. For those who want to participate in person, the meeting will be held at Walled Lake City Hall Council Chambers located at 1499 E. West Maple Rd, MI 48390. For those that will attend virtually please review the credentials below. The following items are on the agenda for your consideration:

Traditional Telephone – Audio Only

1 312 626 6799 US (Chicago) or

1 888 788 0099 US Toll-free

Meeting ID: 859 7857 8848

WELCOME & INTRODUCTION	<i>Regular Council Meeting of Tuesday, July 21, 2026</i>	
PLEDGE TO FLAG & INVOCATION		
ROLL CALL & DETERMINATION OF A QUORUM		
REQUESTS FOR AGENDA CHANGES		
AUDIENCE PARTICIPATION	<i>Audience members will be able to speak via electronic means as instructed below.</i>	
APPROVAL OF MINUTES	1. Regular Council Meeting Minutes June 16, 2026 2. Regular Council Meeting Minutes July 7, 2026	Pg.3 Pg.16
COUNCIL REPORT	1. Mayor Pro Tem O'Rourke – Traffic Safety Board Update 2. Council Member Woods – Priority Waste	
MAYOR'S REPORT		
CITY MANAGER'S REPORT	1. Consent Agenda Written Departmental / Divisional Statistical Reports a. Police b. Fire c. Finance -Warrant d. Code Enforcement	Pg.27 Pg.39 Pg.48 Pg.70
CORRESPONDENCE		
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NEW BUSINESS	1. Proposed Resolution 2026-20 Water Reliability Study Update Proposal – Boss Engineering	Pg.80

2. Proposed Resolution 2026-21 Public Safety Department – Police Division - Patrol Vehicle Purchase	Pg.84
3. Proposed Resolution 2026-22 Auto Auction Bid Acceptance and Award	Pg.86
4. First Reading C-380-26 Amend Chapter 2, “Administration” to adopt Article IV “Ethics”	Pg.88
5. First Reading C-381-26 Amend Chapter 2, Article II add “Standardization of City Employment Contracts”	Pg.97
6. First Reading C-382-26 Amend Chapter 26, Article II, “Downtown Development Authority”	Pg.100
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COUNCIL COMMENTS

MAYOR’S COMMENTS

AUDIENCE PARTICIPATION

ADJOURNMENT

Members of the public who wish to speak during audience participation via virtual means may press *9 on their telephone keypad. Pressing *9 will activate the “raise hand” feature. Due to limitations with muting and unmuting members of the public will be called on one at a time. Please introduce yourself by stating your name and address for the record. You will have three (3) minutes to share your comments. At the conclusion of your three (3) minutes, you will be muted and removed from the public comment queue. Participants may also choose to submit written comments to the City Clerk by noon day of the meeting to clerk@walledlake.com.

The City of Walled Lake government e-mail addresses of the members of all public bodies utilizing this means of the meeting are available on the City’s website at: <https://walledlake.us/index.php/contact-us>

Procedures for participation by persons with disabilities.

The City will be following its normal procedures for the accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 624- 4847 in advance of the meeting. An attempt will be made to make reasonable accommodations.

Individuals with Hearing or Speech-Impairments.

Users that are hearing persons and deaf, hard of hearing, or speech-impaired persons can communicate by telephone by dialing 7-1-1.

- Individuals who call will be paired with a Communications Assistant
- Make sure to give the Communications Assistant the proper teleconference phone number and meeting ID.

For more information please visit:

https://www.michigan.gov/mpsc/0,9535,7-395-93308_93325_93425_94040_94041---,00.html

Members of the public may also view the broadcast meeting on the City of Walled Lake’s YouTube channel: <https://www.youtube.com/channel/UCDwQJiyMCqMbm9Ru-sKMEw/featured>. Closed captioning will be available after YouTube fully renders the meeting video.



**CITY OF WALLED LAKE
REGULAR COUNCIL MEETING
TUESDAY, JUNE 16, 2026
7:30 P.M.**

The meeting was called to order at 7:30 p.m. by Mayor Gunther.

PLEDGE TO FLAG & INVOCATION

Invocation by Mayor Pro Tem O'Rourke.

ROLL CALL

Mayor Gunther, Mayor Pro Tem O'Rourke, Council Member Ambrose, Council Member Arnold, Council Member Schinzing, and Council Member Woods

OTHERS PRESENT

City Manager Whitt, Finance Director Pesta, HR Director Sears, Police Chief Shakinas, Deputy Police Chief Kolke, Fire Chief Gonzalez, DPW Superintendent Ladd, City Attorney Vanerian, and City Clerk Stuart

REQUESTS FOR AGENDA CHANGE None

AUDIENCE PARTICIPATION None

APPROVAL OF MINUTES

1. Public Hearing and Regular Council Meeting Minutes May 19, 2026

**CM 06-07-26 MOTION TO APPROVE PUBLIC HEARING AND REGULAR
COUNCIL MEETING MINUTES MAY 19, 2026**

Motion by Woods, seconded by Ambrose, CARRIED UNANIMOUSLY: To approve public hearing and regular council meeting minutes May 19, 2026.

2. Regular Council Meeting Minutes June 2, 2026

**CM 06-08-26 MOTION TO APPROVE REGULAR COUNCIL MEETING
MINUTES JUNE 2, 2026**

Motion by Ambrose, seconded by O'Rourke, CARRIED UNANIMOUSLY: To approve regular council meeting minutes of June 2, 2026

PRESENTATION

1. Downtown Rehabilitation

City Manager Whitt asked if council would prefer all members of council be present for this presentation. He said Mr. Maki, city consultant engineer, is present.

Mayor Gunther said Council Member Schinzing can see online, let's push this forward.

Mr. Bradd Maki, Boss Engineering city consultant provided a detailed explanation of the downtown rehabilitation. Construction plans are not available yet. Actions to date include a preliminary Phase 1 Design which was presented to council and the DDA over the last year. He said multiple items were reviewed on E Walled Lake Drive, Pontiac Trail to Liberty, addressing the existing coal chutes in the street R.O.W., grading to sidewalks, parking, street paving, stormwater runoff control, and underground storm sewer piping needs. He provided diagrams and further locations were discussed including property corners being close to intersections. Mr. Maki explained differences between sidewalk, curb alignment, and shifting sidewalks, all of which will be addressed with this proposal.

Mayor Gunther asked about the sidewalk in front of the downtown liquor store.

Mr. Maki explained there is shifting in the sidewalk there and the goal is to correct the shifting and enhance the parking, not removal of the sidewalk or parking. Mr. Maki said meeting the ADA accessibility is the primary goal. Mr. Maki explained design features include sidewalk replacement, ADA accessible parking stalls, ADA accessible routes, safer pedestrian circulation, and update the storm system. Mr. Maki explained specific work items such as sidewalks, must be replaced to meet slope requirements, balance street grading, and upgrades to underground storm sewer and water services. Mr. Maki said one handicapped space is required and it will be van accessible. Mr. Maki said there was a lot of thought with the grading plan to meet the ADA requirements, addressing both sides of the streets, both of which are at different elevations. This plan will address all the ADA requirements, sidewalks, drainage, etc. Mr. Maki said there are two power poles that will not be relocated.

Mayor Gunther said we need to prep to transition power lines to underground, we need to look at this now to work simultaneously. He does not want to see all this work completed for phase 1 and then we are stuck not being able to transition lines to underground.

Mr. Maki said there will be conduits installed for underground installation in future.

Council Member Ambrose asked if there was another option besides planters. The longevity, the maintenance, the pinch points between the planter boxes and businesses are narrow. Are we stranded with this planter box design.

Mr. Maki explained to have pedestrians use the steps in a safe manner, the planters align and guide. He said the planters are portable, serviceable and felt these were the best option.

Mayor Gunther said he dislikes the planter option it looks ugly.

Council Member Ambrose said the proposed planter boxes are very tall, maybe a little lower style would be more pleasing.

Mr. Maki explained this is not the exact planter to be used, it is to show the council the proposed pedestrian access. Mr. Maki concluded his presentation and said the next steps to move forward will be directives to begin designing construction plans. He explained tonight's presentation is preliminary, and for discussion purposes.

Mayor Gunther said we need to get everybody together, GLWA, DTE, all the utilities. He said coordination must happen; we need everybody's engineering specs of what they wish to see as well.

Council Member Woods asked what utilities exist to the north side.

Mr. Maki said there is not a lot, there are services like water and sanitary services.

Council Member Woods said he agreed with Council Member Arnolds prior comments from last meeting to work in parallel, if there are not a lot of utilities on the north side lets focus on beginning there. He said let's work towards what we can do with the least number of utilities to be concerned with.

Mayor Gunther said he wants to get the ADA compliance done. He said the city needs to coordinate with all the entities before we tear apart existing infrastructure.

Council Member Schinzing asked, can we get the construction plans moving while we are obtaining all the other agency's information.

Mr. Maki said they do communicate with the utilities. However, with DTE going from overhead wires to underground is not typical. He explained water service, sanitary and sewer are the normal items they address. He said if council wishes to address underground wiring, they can do it.

Council Member Schinzing said the construction plan can be put together while simultaneously addressing the other utilities. Nothing must be torn up.

Council Member Ambrose said he agrees with Council Member Schinzing that getting construction plans together shows these other entities we are serious and the ball is then in their court.

City Manager Whitt said he agrees to move forward with construction plan design. He said grants cannot be pursued without plans. City Manager Whitt said he would like to request a motion to instruct city engineers to prepare construction plans.

CM 06-09-26 MOVE TO DIRECT CITY ENGINEER TO MOVE FORWARD

WITH PHASE 1 CONSTRUCTION DRAWINGS FOR E. WALLED LAKE DRIVE AND PONTIAC TRAIL TO LIBERTY ON THE NORTH AND SOUTH SIDE

Motion by Ambrose, seconded by Schinzing, CARRIED UNANIMOUSLY: To direct city engineer to move forward with phase 1 construction drawings for E. Walled Lake Drive and Pontiac Trail to Liberty on the north and south side

Discussion

Council Member Arnold asked about sidewalks in disarray farther north behind the buildings and along their route.

Mr. Maki explained those areas are a part of standard maintenance for the corresponding property owners not this project.

COUNCIL REPORT

1. Discussion for the downtown rehabilitation

Addressed in prior agenda item.

MAYOR'S REPORT

1. Historic District and Historical Commission

Mayor Gunther asked why the historic commission was cancelled. He said we have to try and get money to assist with cemetery, same thing with the Foster Farmhouse. We are not a part of Mainstreet either. There is a lot of money that is available. We need to be a part of Oakland County Parks, create an Historic Commission again, and join Mainstreet. He said he understands that requirements sometimes are unrealistic, we don't want to be bogged down with that stuff, but we need to be a part of them.

City Manager Whitt said he recalls the city's historic commission was overlapping with Commerce Twp historic group. There is no right or wrong. He stressed caution with the actions to run a city on grants.

Council Member Ambrose said council needs to have a plan for downtown. He said the council is starting to create that plan now. He was not in favor of creating an additional commission when not having full boards and commissions for the city right now.

Council Member Woods said Janice Leonhardt offered to assist with obtaining a grant for the Foster farmhouse, we don't need to create an additional commission. He said the city is still working on the Foster farmhouse. He said we do have a group, we have a resource, let's reach out and keep that moving forward.

**CM 06-10-26 INSTRUCT CITY MANAGER TO REACH OUT TO COMMERCE
TWP HISTORICAL SOCIETY TO BEGIN COMMUNICATIONS
IN A JOINT PARTNERSHIP**

Motion by Woods, seconded by Ambrose, CARRIED UNANIMOUSLY: Instruct City Manager to reach out to Commerce Twp Historical Society to begin communications in a joint partnership.

City Manager Whitt explained in the past being a member of Oakland County Mainstreet served no purpose for the city. He said there was pushback from them and multiple reporting requirements. But the city never saw benefit from them.

Mayor Gunther said let's assess what it is going to take to get in the Mainstreet program and reach out to Commerce Twp Historical Society to work in tandem. There are a lot of opportunities.

**CM 06-11-26 MOTION TO REJOIN OAKLAND COUNTY MAINSTREET,
HISTORICAL COMMISSIONS, AND OTHER ENTITIES TO
BENEFIT THE CITY**

Motion by Ambrose, seconded by Gunther, CARRIED UNANIMOUSLY: To rejoin Oakland County Mainstreet, Historical Commissions, and other entities to benefit the city.

CITY MANAGER'S REPORT

- 1. Consent Agenda Written Departmental / Divisional Statistical Reports**
 - a. Police**
 - b. Fire**
 - c. Finance**
 - Warrant**
 - d. Code Enforcement**

**CM 06-12-26 MOTION TO APPROVE CONSENT AGENDA WRITTEN
DEPARTMENTAL / DIVISIONAL STATISTICAL REPORTS**

Motion by Woods, seconded by Ambrose, CARRIED UNANIMOUSLY: To approve consent agenda written departmental / divisional statistical reports.

ATTORNEY'S REPORT

- 1. Request for Closed Session to discuss Confidential Attorney Client Communications pending litigation matters pursuant to Section 8 (e) of the Open Meetings Act**

CM 06-13-26 MOTION TO APPROVE TO REQUEST FOR CLOSED SESSION

Motion by Ambrose, seconded by Woods, CARRIED UNANIMOUSLY: To approve request for closed session

2. Memorandum – Ethics

City Attorney Vanerian explained he prepared an ethics ordinance as requested. He said this is not up for first reading this is a draft for council to decide what to add or subtract. Then when council decides on a final draft, that document would be introduced as an ordinance amendment first reading. City Attorney Vanerian said he reviewed the Michigan Municipal League; they have a handbook and ordinances. He said he pulled city charter provisions on pecuniary language, and incorporated Mayor Gunther's comments.

Mayor Gunther asked council to take the time to review and provide comments to City Attorney.

City Attorney Vanerian explained conduct, disclosure requirements, and enforcement provisions are primary features of the first ordinance. He said the second draft ordinance involves language from the mayor, for employment agreements.

Mayor Gunther said resolution 2017-9 contradicts the city charter and asked City Attorney Vanerian to review.

City Attorney Vanerian explained this resolution was for rules of decorum at meetings, he will review.

3. Memorandum – Updates on DM Motors and Mercer Beach

DM Motors

City Attorney Vanerian explained in early April he was instructed to send written communications to DM Motors with the need to move forward on their site plan resubmittal. He said after 30 days with no response, staff followed up for an update. City Attorney Vanerian said he was advised by DM Motors on May 18th they were working towards acquiring a neighboring piece of property to incorporate into their resubmittal package. He nor the city had heard back from them since that time. He said he did reach to DM Motors last week advising them an update was going to be provided to council at this meeting.

Phil Charlot, DM Motors said they are working to acquire GEB Collision, the neighboring building, but it is in a trust.

Mayor Gunther asked if this property purchase was critical to site plan resubmittal. He asked if a lease is possible until sale.

Mr. Charlot said they would rather buy it.

Mayor Gunther said council needs to have something to resolve the problem. He told Mr. Charlot they cannot park or unload on Maple Road or Decker Road.

Council Member Ambrose said this can be addressed by having less vehicles.

Mr. Drew Charlot said having delivery drivers not speaking English is an issue.

Council Member Ambrose said we cannot tell this to the multiple residents who have serious concerns with the site. He said we have had these same conversations already, that does not explain it to the residents. He said we want you to continue doing business in the city and we want the residents to be happy.

Mayor Gunther said he agrees, something must be done in the interim. He explained the city was ready to take legal action, and he provided DM Motors and option but there has been no follow-through.

Council Member Ambrose asked when the original site plan was approved, how many cars were allowed.

City Manager Whitt said the original site plan approval was for internet sales only. He explained since then there has been an evolution in the business.

Mr. Charlot said maybe they can investigate off-site parking; they are trying to figure this out.

Council Member Arnold asked if the suppliers could be penalized, utilizing commercial leverage, a retribution.

Council Member Schinzing asked if the city has any recourse to fine the transportation company for illegal deliveries.

City Attorney Vanerian explained the drivers can be ticketed.

Police Chief Shakinas said the department has issued several citations to this site for loading and unloading inappropriately.

Discussions were had on the deliveries, signage issues, etc.

Mayor Pro Tem O'Rourke asked about the property north of the applicant and the agreement they said was in place to use this property. What happened.

Mr. Charlot said the property is too steep to utilize, the trucks bottom out.

Mayor Pro Tem ORourke said when he and Mayor Gunther met on site with DM Motors, they were told the site was going to be leveled. He said something needs to be done now, immediately. He asked Mr. Charlot what their commitment was.

Mr. Charlot said they can work on leveling out the area now.

Mayor Pro Tem O'Rourke said we need to have a commitment.

Council Member Ambrose said getting the contract signed, we then we have a date moving forward is good.

Mayor Pro Tem O'Rourke asked DM Motors for a firm date to address this.

Mr. Charlot said they should be able to obtain a contractor in the next couple of days and they will forward agreement to city offices.

Mayor Pro Tem O'Rourke said this council has been generous with this business.

Mayor Gunther asked if the council could request a bond.

City Attorney Vanerian explained if a permit is required to do the work to address the slope of the drive, then yes, a performance bond can be requested through the permitting process.

Mayor Pro Tem ORourke asked if council can request a copy of the purchase agreement with GEB.

City Attorney Vanerian said council can ask but it is not required. At some point the city can demand documentation of transactions and if not provided then the city will move forward with legal action. City Attorney Vanerian explained that currently DM Motors is operating without zoning approvals. If they do acquire this new piece of property, GEB Collision will require site plan approvals.

Police Chief Shakinas asked if the city was still in court with DM Motors over prior citations.

City Attorney Vanerian said we did get some level of relief, but if this continues to where some type of legal action is required going forward then he recommends circuit court action.

Mercer Beach

City Attorney Vanerian explained that a grant was received, approximately \$97,000 in funding for improvements. City Attorney Vanerian explained the grant agreement included the beach shall always be open and on equal terms, the city does not have the option to refund grant funds in order to make the beach private, and it is silent on the user fees charging an entry fee.

Council Member Schinzing asked if the grant stipulations included beach parking.

Mayor Gunther said to remove the parking by the beach, the grant has nothing to do with parking for the beach.

Discussions on charging for downtown parking.

Mayor Gunther said the biggest problem is nonresidents using the beach.

UNFINISHED BUSINESS None

NEW BUSINESS

1. Proposed Resolution 2026-14 Adopting the Operating and Capital Budget Appropriations of Funds and Levy of Taxes for Fiscal Year July 1, 2026 – June 30, 2027

Council Member Schinzing said he has some reservations and does not feel comfortable with line items and personnel allocations. He said he asked for clarification on it and still has not received it. He said he met with staff. He said he does not feel comfortable with the line items and most of the budgetary areas that have personal allocations, he does not understand what this is. He said he asked for clarification.

Council Member Schinzing said he could not get the personnel allocation to zero out. He said from a transparency standpoint we need to know what the percentage is that is allocated to the different departments. He said he understands the idea of the personnel allocation.

City Manager Whitt said we did try to explain to Council Member Schinzing in recent meetings. We worked to identify percentages and how much time is spent in another place. There are different funds that staff provide support to.

Council Member Schinzing explained that his concerns were related to personnel allocations within the budget. He explained that City employees often perform work across multiple departments or budget accounts, resulting in their compensation being allocated among those areas. Council Member Schinzing explained that the personnel chart included in the current budget did not align with his understanding of the City's actual staffing levels, as the total full-time equivalent (FTE) count appeared to exceed the number of employees. He stated that he had requested a chart showing how personnel costs and FTE allocations were distributed across departments in order to better understand the budgeted figures. Council Member Schinzing requested to receive regular budget-to-actual variance reports.

Mayor Gunther requested council be granted read access only to BS&A.

Council Member Woods said the actuals are available, there may be positions that become vacated and nothing is allocated to that. If you have somebody no longer employed, it shows. He said an annual review with a third-party auditor is conducted. He said he does agree with request for a variance report. Council Member Woods explained as a point of management that is what the City Manager is required to do as part of the city charter requirements.

Council Member Schinzing said personnel allocations are not clear to him.

City Manager Whitt said the monthly revenue and expenditure reports will be provided. He said he does believe he has the authority to give this type of access. He said he does not access BS&A. City Manager Whitt explained the city audit continually produces an unqualifying opinion.

Council Member Arnold explained a generated report out of BS&A should be able to be provided, exported out, and stored electronically. He said he is in favor of receiving CSV files.

CM 06-14-26 MOTION TO PROVIDE CITY COUNCIL THE REVENUE AND EXPENDITURE REPORTS IN CSV OR EXCEL FORMAT

Motion by Gunther, seconded by Arnold, CARRIED UNANIMOUSLY: To provide city council the revenue and expenditure reports in csv or excel format.

Discussion

Council Member Woods asked for the reporting to be pdf format.

Mayor Gunther said no, he does not want pdf format because he cannot utilize OCR (optical character recognition) with the format the city uses.

CM 06-13-26 MOTION TO APPROVE RESOLUTION 2026-14 A RESOLUTION ADOPTING THE OPERATING AND CAPITAL BUDGET APPROPRIATION OF FUNDS AND LEVY OF TAXES FOR FISCAL YEAR JULY 1, 2026 – JUNE 30, 2027

Motion by Ambrose, seconded by Gunther, MOTION CARRIED: To approve resolution 2026-14 a resolution adopting the operating and capital budget appropriation of funds and levy of taxes for fiscal year July 1, 2026 to June 30, 2027.

Roll Call Vote

Ayes (5)	Ambrose, Arnold, O'Rourke, Woods, Gunther
Nays (1)	Schinzing
Absent (1)	Loch
Abstain (0)	

2. Proposed Resolution 2026-15 Delinquent Property Transfer Affidavit Penalty placed on Summer 2026 Tax Roll

CM 06-14-26 MOTION TO APPROVE RESOLUTION 2026-15 A RESOLUTION OF THE CITY OF WALLED LAKE AUTHORIZING THE TRANSFER OF THE 2025 DELINQUENT PROPERTY TRANSFER AFFIDAVIT FEES TO BE PLACED ON THE 2026 JULY CITY OF WALLED LAKE TAX ROLL

Motion by Schinzing, seconded by Woods, CARRIED UNANIMOUSLY: To approve resolution 2026-15 a resolution of the City of Walled Lake authorizing the transfer of the 2025 delinquent property transfer affidavit fees to be placed on the 2026 July City of Walled Lake tax roll.

3. Proposed Resolution 2026-16 Amendment to Oakland County IT Agreement

Mayor Gunther asked if there was time to pause on approval of this agreement.

Finance Director Pesta explained this agreement will continue the current services such as credit card payments for taxes and GIS.

City Attorney Vanerian said he reviewed this agreement and it does have an option to withdrawal with 120 days' written notice.

Mayor Gunther asked about another Oakland County agreement, Clemis, and if alternate sources other than Oakland County were being reviewed.

Police Chief Shakinas explained the amount of data Clemis has, is from multiple counties, Oakland County, Wayne County, Livingston County. He does not know of any Oakland County entity not utilizing Clemis. There is an alternate company out of Macomb County, however, more are joining Clemis.

CM 06-15-26 MOTION TO APPROVE RESOLUTION 2026-16 A RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF OAKLAND AND THE CITY OF WALLED LAKE TO PROVIDE INFORMATION TECHNOLOGY SERVICES TO THE WALLED LAKE PUBLIC SAFETY DEPARTMENTS AND CITY ADMINISTRATION

Motion by Ambrose, seconded by Woods, CARRIED UNANIMOUSLY: To approve resolution 2026-16 a resolution to approve an interlocal agreement between the County of Oakland and the City of Walled Lake to provide information technology services to the Walled Lake Public Safety Departments and City Administration.

4. Proposed Resolution 2026-17 Budget Amendment FY25-26

CM 06-16-26 TO APPROVE RESOLUTION 2026-17 A RESOLUTION AMENDING FISCAL YEAR 2025-2026 TO REFLECT CORRESPONDING INCREASES IN EXPENDITURES FOR LEGISLATIVE AND GENERAL FUND OPERATIONS

Motion by Woods, seconded by Ambrose, CARRIED UNANIMOUSLY: To approve resolution 2026-17 a resolution amending fiscal year 2025-2026 to reflect corresponding increases in expenditures for legislative and general fund operations.

COUNCIL COMMENTS

Council Member Woods reminded everyone to join the June 20th Civic Fund fireworks event.

MAYOR'S COMMENT'S

Mayor Gunther explained there was a tragic accident involving his good friend's son who was on an E-bike. He said kids are riding around crazy on these E-bikes.

Police Chief Shakinas said all departments, coast to coast, are struggling with E-bikes. He said technology is moving faster than legislature can for rules. He said operators need to be educated. He is preparing documentation for council and will present it during July meeting.

Mayor Gunther suggested formal training classes, engaging outreach to the community.

AUDIENCE PARTICIPATION

Giovanni Johnson said he attended the recent Foster Farmhouse tour; the house is in very bad shape. He said he would like to find out about grant funding. He said in his opinion, maybe preserving some items from the home, they are historic. There was discussion of a Walled Lake Museum, historical figures from the city that do not receive any notoriety.

Council Member Woods explained to Mr. Johnson that just this evening council motioned to have City Manager Whitt reach out to the Commerce Historical Society.

Council recess 9:45 p.m.

Council entered closed session at 9:56 p.m.

Council arose from closed session at 10:25 p.m.

Council reconvened 10:25 p.m.

No action taken

CM 06-17-26 MOTION TO EXCUSE COUNCIL MEMBER LOCH FROM TONIGHT'S MEETING

Motion by Ambrose, seconded by Woods: UNANIMOUSLY CARRIED: To excuse Council Member Loch from tonight's meeting.

ADJOURNMENT

CM 06-18-26 ADJOURNMENT

Motion by Ambrose, seconded by O'Rourke, CARRIED UNANIMOUSLY: To adjourn the meeting at 10:26 P.M.

Jennifer A. Stuart, City Clerk

Richard Gunther, Mayor

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
REGULAR COUNCIL MEETING
TUESDAY, JULY 7, 2026
7:30 P.M.**

The meeting was called to order at 7:30 p.m. by Mayor Gunther.

PLEDGE TO FLAG & INVOCATION

Invocation by Mayor Pro Tem O'Rourke.

ROLL CALL

Mayor Gunther, Mayor Pro Tem O'Rourke, Council Member Ambrose, Council Member Arnold, Council Member Schinzing, and Council Member Woods

OTHERS PRESENT

City Manager Whitt, Finance Director Pesta, Police Chief Shakinas, Deputy Police Chief Kolke, Fire Chief Gonzalez, DPW Superintendent Ladd, City Attorney Vanerian, and City Clerk Stuart

**CM 07-01-26 MOTION TO EXCUSE COUNCIL MEMBER LOCH FROM
TONIGHT'S MEETING**

Motion by Ambrose, seconded by O'Rourke, CARRIED UNANIMOUSLY: To excuse Council Member Loch from tonight's meeting.

Mayor Gunther asked City Attorney Vanerian how to address the meeting with Council Members Schinzing, Arnold and Woods attending electronically.

Those attending electronically said it was due to work, vacation and personal time off (PTO).

City Attorney Vanerian explained he is not sure those exceptions apply to all cases here tonight. City Attorney Vanerian explained there is not much on the agenda and due to the quantity of council members attending electronically he recommended council postpone voting on any business items to the next meeting.

Council Member Arnold explained he did not see the difference if gone for work or sick, he took time out to participate, sitting here in person or remotely to do so.

City Attorney Vanerian stated he will review and provide legal opinion to council, to have clarity on the exceptions permitted by the Open Meetings Act.

Mayor Gunther said the meeting will continue as discussion only.

REQUESTS FOR AGENDA CHANGE

Council Member Ambrose said he would like to add under New Business a resolution to acknowledge the volunteers, DDA, DPW, and city staff on the efforts for annual summer festival that went flawlessly.

AUDIENCE PARTICIPATION

Downtown Business Owner of Greenhouse of Walled Lake Mr. Jerry Millen said he wanted to personally thank everybody that worked on the summer festival because they did a great job. He said it was the best we have had so far. Mr. Millen said DPW and office staff do not receive enough recognition and thanked the DPW, office staff, police, fire and the Walled Lake Civic Fund for a great event. Mr. Millen thanked RJ from the Civic Fund stating this individual gives so much time and effort, it is not always easy to put this show on. He said in closing he hopes next year that the businesses that continue to suck off the charity of this event will participate. He said you know who they are and he hopes they step up like everybody else in the community.

CITY MANAGER'S REPORT

1. The Civic Fund / DDA / City of Walled Lake Fireworks and Festival Report

City Manager Whitt asked Mr. Ron (RJ) Johnston from the Civic Fund to provide a brief review.

Mr. Johnston, Walled Lake Civic Fund said he has been part of the Walled Lake Civic Fund for 16 years, and sits on the city's DDA board. Mr. Johnston said the volunteers always give their all to the firework show, but this year the Civic Fund for the first time created a summer festival in addition to the firework display. He said without the volunteers, naming a few that include Kathy Kramer, Bryan O'Leary, Alexis Hawkins, Marybeth Novitsky, and more sincere thank you. He said this is a group effort to make this happen. Mr. Johnston explained the cooperation from DPW, fire and police worked well and he appreciates everybody's help. He said DPW crew members kept the area clean. He reported that the number of wristbands were 6,000 plus, the bounce houses were a hit, music was great, and the Oakland County stage looked great on top of the hill. He explained there were people from all around Livingston and Wayne County as well as Oakland County. He said all the vendors did well and would like to discuss expanding the number of vendors next year. Mr. Johnston said the overall crowd composure was good. He said in the future, he would like to communicate with every business in Walled Lake prior to event, have a premeeting, give them the opportunity if they wish to participate. He said he will pursue DDA approvals earlier.

City Manager Whitt said this will be on the DDA agenda for next meeting for further conversations.

Mr. Johnston thanked the Greenhouse of Walled Lake and Casey's of Walled Lake for their significant efforts with this event. He thanked city council, City Manager Whitt, the DDA and city staff.

Mayor Pro Tem O'Rourke complimented the DPW on the clean-up, the crew was on top of the site, the SMART shuttle transportation was great. He said this event makes Walled Lake a finer community. Mr. Johnston is a great ambassador to the city.

City Manager Whitt asked for resolution to be read into the record.

City Clerk Stuart read in the record the following resolution.

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

*A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WALLED LAKE
ACKNOWLEDGING AND THANKING THE VOLUNTEERS, SPONSORS, AND
COMMUNITY PARTNERS WHO CONTRIBUTED TO MAKING THE WALLED
LAKE CIVIC FUND SUMMER FESTIVAL AN OUTSTANDING 2026
COMMUNITY EVENT*

Proposed RESOLUTION 2026-XX

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 Road, Walled Lake, Michigan 48390 on the 7th day of July 2026 at 7:30 p.m.

WHEREAS, the Walled Lake Civic Fund Summer Festival brings together residents, businesses, community organizations, and visitors in celebration of the City of Walled Lake; and

WHEREAS, the success of the 2026 Walled Lake Civic Fund Summer Festival was made possible through the dedication, hard work, and countless volunteer hours contributed by individuals who generously gave their time, talents, and energy to planning, organizing, coordinating, and operating the festival include:

<i>Ron Johnston</i>	<i>Alexis Hawkins</i>	<i>Bryan O'Leary</i>
<i>Michael Whitney</i>	<i>Monica Johnson</i>	<i>Kathy Kramer</i>
<i>Marybeth Novitsky</i>	<i>Kevin Jonski</i>	<i>Adam Bell</i>
<i>Macie Smith</i>	<i>Alex Hagood</i>	

WHEREAS, the City also recognizes the invaluable support of the festival's major sponsors, whose generous financial contributions, in-kind donations, and partnership helped provide quality entertainment, family activities, and community programming while ensuring the continued success of this signature event include:

<i>Walled Lake DDA</i>	<i>Greenhouse Walled Lake</i>
<i>Casey's of Walled Lake</i>	<i>Suburban Party Rentals</i>
<i>SMART Shuttle</i>	<i>Oakland County Parks</i>

WHEREAS, the combined efforts of the Walled Lake Civic Fund Board of Directors, committee members, volunteers, sponsors, local businesses, community organizations, public safety personnel, City staff, and other community partners exemplify the spirit of volunteerism, civic pride, and collaboration that makes the City of Walled Lake a vibrant and welcoming community; and

WHEREAS, the City Council recognizes that volunteerism is the foundation of many successful community events and greatly appreciates the efforts of all those who helped make the 2026 Walled Lake Civic Fund Summer Festival a memorable and outstanding event.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Walled Lake hereby expresses its sincere appreciation and gratitude to the Walled Lake Civic Fund, its Board of Directors, committee members, event coordinators, sponsors, and the many dedicated volunteers whose commitment and service contributed to the tremendous success of the 2026 Walled Lake Civic Fund Festival.

BE IT FURTHER RESOLVED, that the City Council extends its heartfelt thanks for the volunteers' dedication to fostering community pride, strengthening neighborhood connections, and creating an enjoyable and welcoming experience for residents and visitors alike.

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented as a token of the City's appreciation for the outstanding service and commitment demonstrated by all who

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

CM 07-02-26 MOTION TO APPROVE RESOLUTION 2026-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WALLED LAKE ACKNOWLEDGING AND THANKING THE VOLUNTEERS, SPONSORS AND COMMUNITY PARTNERS WHO CONTRIBUTED TO MAKING THE WALLED LAKE CIVIC FUND SUMMER FESTIVAL AN OUTSTANDING 2026 COMMUNITY EVENT

Motion by O'Rourke, seconded by Ambrose, CARRIED UNANIMOUSLY: To approve resolution 2026-18 a resolution of the City Council of the City of Walled Lake acknowledging and thanking the volunteers, sponsors and community partners who contributed to making the Walled Lake Civic Fund Summer Festival an outstanding 2026 community event.

NEW BUSINESS

1. Resolution 2026-19 Purchase of a New 2026 Ford E-450 Ambulance

Council Member Schinzing explained he sent Fire Chief Gonzalez a note about what his expectations were and he did not meet those expectations. Council Member Schinzing said to be clearer or maybe there's an opportunity for dialogue, but the remount is not what he is talking about. He said he is specifically talking about more information to make the best decision for the city. Council Member Schinzing said he is requesting an analysis of a repower. He said he spoke with the Michigan Department of Health and Human Services, EMS director of vehicle registration and he did not believe there's an issue with repowering, putting a new engine, new transmission in a vehicle. Council Member Schinzing said he wants an analysis of that option as well as an analysis of leasing a vehicle. He said this is a very big purchase; it is 5% of our budget. It is a big, big purchase for our city and in any big purchase in any corporation, there's a lot more analysis done and checking done with a purchase like this. He would like to see more information, and he can provide Chief Gonzalez with Derek's contact information. But he is definitely looking for a couple more options than what was offered by Chief Gonzalez.

Fire Chief Gonzalez explained that he spoke with the State's EMS Division and confirmed the requirements with the assigned state inspector. He stated that while the City can purchase a used ambulance, any major modification, such as replacing the engine, creates certification issues. Although the ambulance could potentially remain in service, once a new engine is installed it would need to be recertified by an authorized vendor. He explained that if the replacement engine is installed by a vendor that is not authorized by the vehicle manufacturer, the ambulance cannot be properly certified. As a result, the vehicle could lose its grandfathered certification status, which would present liability and insurance concerns, particularly if it were involved in a motor vehicle accident. He stated that the City's insurance carrier, MMRMA, could have concerns under those circumstances.

Council Member Schinzing said he would like to take the current ambulance and repower it.

Fire Chief Gonzalez explained that the City's ambulance has the equivalent of more than 200,000 miles and approximately 7,200 engine hours. While replacing the engine is technically possible, doing so would invalidate the vehicle's original Ford and Triple K certification. Although the City currently owns the ambulance and it is grandfathered under its existing certification, replacing the engine without a certified remount process would result in the vehicle no longer meeting certification standards. He explained that the lack of certification could create significant liability concerns in the event of an accident, insurance providers and attorneys would review the vehicle's maintenance records and certification history. Fire Chief Gonzalez explained that the ambulance's issues extend beyond the engine. In addition to the powertrain, the electrical system, oxygen system, suspension, and front-end components are also aging and would require replacement. He stated that fire departments typically do not replace only the engine. Instead, they utilize a certified remount process, the existing ambulance box is transferred to a new chassis by an authorized manufacturer. During the remount, the box is completely refurbished and rewired, resulting in what is essentially a new ambulance with a new title and certification. He explained that the Michigan Department of Health has a specific application process for remounted ambulances and that several neighboring departments, including White Lake Township, Milford, Waterford, Brighton, and West Bloomfield, have successfully utilized remounted ambulances. He advised that replacing the engine would also create operational challenges because the city currently has only one ambulance. This one ambulance responded to

approximately 80 incidents and transported 28 patients during the previous month. Taking this vehicle out of service for an extended engine replacement would leave the department without an ambulance. He noted that during the past three years, the ambulance has been out of service for a combined total of approximately six months, requiring the city to borrow an ambulance from the City of Wixom.

Fire Chief Gonzalez reported that obtaining a certified remount for the City's existing ambulance would cost approximately \$200,000 and require a 9 to 12-month production timeline. Fire Chief Gonzalez recommended purchasing a completed 2026 Ford E-450 gas-powered remounted ambulance with a larger patient compartment for approximately \$197,000. Additional costs for the patient cot, power load system, graphics, and other required equipment would bring the total project cost to approximately \$277,000. Under this plan, the City's current ambulance would become a reserve unit, with the intention of completing a certified remount of that vehicle within the next three to five years. This would provide the department with two dependable ambulances that could be rotated to maintain uninterrupted service. Fire Chief Gonzalez emphasized that Walled Lake is the only basic life support transport agency in the surrounding area operating with a single ambulance. He said neighboring departments, including the Village of Holly, Wixom, and Milford, each operate multiple ambulances. He said Walled Lake transports approximately 80 percent of the City's medical patients, maintaining reliable ambulance service is critical. He said the department does partner with Superior EMS, but private ambulance availability has continued to decline, and other regional providers, including Huron Valley Ambulance, are often unavailable due to increased demand. Fire Chief Gonzalez explained these staffing and availability challenges have led communities such as Commerce Township, White Lake Township, and Highland Township to assume primary responsibility for their own EMS transport services rather than relying on private ambulance providers. Fire Chief Gonzalez said that after approximately four months of research, he believes purchasing the remounted 2026 E-450 ambulance represents the most cost-effective solution. He said that replacing the department's current F-450 diesel ambulance with a comparable new model would cost approximately \$450,000. By selecting the E-450 gas-powered model, the department would obtain a vehicle that meets its operational needs at a substantially lower cost while still providing adequate space for patient care and required firefighting equipment.

Mayor Gunther asked why not lease.

Fire Chief Gonzalez explained that approximately 25 years ago the city leased Ladder 19, a demonstration truck originally valued at approximately \$586,000. The lease payments were approximately \$77,000 annually for 10 years, resulting in a total cost of about \$770,000 before the city took ownership. He explained that leasing ultimately increased the overall cost of the vehicle. He stated that the proposed ambulance lease would similarly increase the total purchase price. Under the available financing options, a three-year lease would increase the cost by approximately \$45,000, while a four-year lease would result in an even higher total cost. He further explained that the lease payments would not begin until the vehicle was delivered, which is expected to take approximately one year. Fire Chief Gonzalez compared the proposed remounted ambulance, which is available immediately, with purchasing a newly built ambulance. He noted that a new ambulance would cost approximately \$62,000 more than the remounted unit currently available. While he acknowledged that leasing may be appropriate for

significantly more expensive apparatus, such as fire engines or ladder trucks costing approximately \$1 million, he did not believe leasing was the most fiscally responsible option for an ambulance costing less than \$300,000. Fire Chief Gonzalez emphasized that the City's ambulance transport program generates sufficient revenue to offset the cost of the E-450 vehicle. Fire Chief Gonzalez said ambulance transports have generated approximately \$682,000 in net revenue to the City's General Fund. He explained, based on the department's increased call volume, he projected an additional approximately \$292,000 in net revenue over the next three years, stating that the ambulance effectively pays for itself through transport revenue.

City Manager Whitt stated that he supports Fire Chief Gonzalez's request and recommendation. He said that the Chief brings more than 25 years of fire service experience and is a highly educated and respected manager. City Manager Whitt explained that he has spent several months working closely with the Chief, including multiple meetings to review the ambulance needs and available options. He stated that the Chief conducted extensive research, documented his findings, and presented a well-supported recommendation. City Manager Whitt agreed that ambulance transport is an essential municipal service provided by the city and recommended that Council approve the proposed purchase.

Council Member Schinzing opined he is not challenging anybody's credentials. He said he is asking for a more in-depth analysis of leasing options and repower.

Council Member Woods asked Council Member Schinzing for his last vehicle purchase, did he purchase a remount.

Council Member Schinzing explained to be fiscally responsible, he was expecting a deeper analysis provided.

Mayor Pro Tem O'Rourke asked City Manager Whitt with his municipal history in different communities working with police and fire, what is his opinion of leasing.

City Manager Whitt explained that financing or leasing the ambulance would create unnecessary long-term debt when the City has sufficient funds available to purchase it outright. He stated that leasing is comparable to bonding in that it requires borrowing money and ultimately results in paying more than the purchase price. He explained that the City currently has no outstanding debt, having previously paid off its bonded obligations, and explained the funds set aside were intended for capital purchases such as this. City Manager Whitt explained that financing the purchase would obligate future City Councils to continue making payments, effectively limiting their financial flexibility.

Mayor Pro Tem O'Rourke confirmed it is not fiscally responsible to lease with incurred costs.

Mayor Gunther said there were things he wanted to finalize in the budget and said we can change the budget later and that is why we said it is the budget and he understands the budget. Mayor Gunther said he is half the city manager's age, but his experience is you lease things that depreciate and you purchase what appreciates. Mayor Gunther wants to understand what the fiscal differences and math behind it. Mayor Gunther said you don't hold the next council responsible because you can always opt out.

City Manager Whitt said you are mortgaging your future any time you lease. City Manager Whitt stated why would you lease it if you can pay for an ambulance because you end up paying extra via lease. City Manager Whitt said he will take a lease if the council votes to get the ambulance.

Mayor Gunther said he isn't going to make a decision, he wants to know what the finances look like on paper and if we cannot do that, then that is what we will do.

Council Member Schinzing asked if the other components to be purchased can be removed from the old truck and placed on the new truck.

Fire Chief Gonzalez explained that the existing ambulance must retain its patient cot and power-load system so it can remain in service as the City's reserve ambulance. He stated that removing those components would render the vehicle inoperable as an ambulance, eliminating the City's only backup unit. He explained that the equipment currently installed in the existing ambulance is also aging and will require future maintenance and refurbishment. Fire Chief Gonzalez stressed the importance of maintaining a backup ambulance, explaining that the Fire Department operates two fire engines to ensure uninterrupted emergency response and should have the same level of redundancy for ambulance service. He stated that during the department's 18 years of providing ambulance transport, there have been multiple occasions when the city had no ambulance available because its only unit was out of service. As the City's primary ambulance provider, he said maintaining two ambulances is essential to ensure continuous emergency medical service.

Council Member Schinzing said he expects to receive the cost to refurbish components to place in the remount.

Fire Chief Gonzalez confirmed that Councilman Shinzing wants to take the cot and power unit out of the existing ambulance to put in the new ambulance and then the city will not have a spare ambulance.

Council Member Shinzing said correct. He said he understands that is not what Chief Gonzalez wants to do but that is what he wants to know to make his determination.

Mayor Gunther said we have two more weeks to make a decision. Mayor Gunther said the fire chief is taking it the wrong way. He said he understands where Council Member Schinzing is coming from and the peanut gallery does not need to throw comments out either. Mayor Gunther explained it is important to look at it from a structural perspective. Mayor Gunther said are we ever, would it be better if we leased and paid it, create a revenue. Mayor Gunther said he does not know he has not seen a fiscal analysis. Mayor Gunther said his lifetime understanding and mathematics behind it, he leases because he does not want to own it and does not want to have the capital.

Council Member Shinzing said it sounds like we are going to have to lease into a bond for infrastructure of the city. Council Member Shinzing said at some point we are going to have to borrow money or lease something, so he wants this information to make a decision for the city.

Council Member Ambrose responded to Mayor Gunther's use of the term "peanut gallery," stating that the individuals present were not a peanut gallery, but members of the City's Fire Department. He expressed concern regarding the comment and noted that those in attendance represented the department and its personnel.

Mayor Gunther stated he has not allowed Mr. Ambrose to speak yet.

Council Member Ambrose asked the mayor if he can speak and stated again that the fire department is not a peanut gallery.

Mayor Gunther said he did not say peanut gallery to those in the audience but meant Council Member Ambrose.

Council Member Ambrose clarified for supporting our fire department.

Mayor Gunther said no, for comments. Mayor Gunther said we have to get to point people where you guys want to speak, have someone else be made aware then they can be allowed to speak and they can speak back but we are jumping on each other, and he is not liking it.

Council Member Schinzing said he is supportive of the fire department, he expected more information, and he feels like he is being stonewalled. He said he had never been in a business meeting where they were making a decision this big without questions being asked and without more information.

City Manager Whitt addressed the discussion and stated that no one was attempting to stonewall the process. He stated that Council members have the authority to vote based on the information presented and that the matter could be brought back for consideration at a future meeting if needed. City Manager Whitt said decisions are not made based on the position of one Council Member, the Mayor, or the City Manager, but rather through the collective action of the elected legislative body. He stated that the City's need for an ambulance would be addressed, the method of acquisition, either purchase or lease, remained a decision for Council. He reiterated his position that leasing would not be his recommended option based on his experience and understanding of municipal financing. City Manager Whitt said this item will return for future discussion focused on resolving the issue rather than assigning blame or suggesting that anyone was intentionally delaying the process.

Council Member Woods stated that maintaining ambulance availability is a priority for the City and its residents. He referenced recent instances when the City's ambulance was out of service, including a period when it was unavailable for much of the month. He emphasized the importance of having reliable emergency medical responses available to residents. Council Member Woods referenced comments from a resident, Terry Daar, who shared that having the Fire Department and ambulance service available at his home was instrumental in saving his wife's life. Council Member Woods acknowledged that Fire Chief Gonzalez provided extensive information. He said maintaining the City's ISO fire rating is an important consideration, as the rating can impact residents' homeowners' insurance costs. He stated that the city must ensure it

has reliable operational equipment and adequate emergency response capabilities to protect the City's ISO rating and continue providing quality service to residents.

Council Member Arnold said he agreed with Council Member Shinzing saying that it is probable that they will move forward. Council Member Arnold said he is looking for additional information to move forward because there is an aspect to this and wants the analysis. Council Member Arnold said he knows there is man hours and does not know the time to do such an analysis but having the information does not hurt and allows him a holistic view of the budget. Council Member Arnold said it makes sense to move forward in the proposed way the Chief proposed however, additional information could be beneficial.

Mayor Gunther said he would like to understand as an organization because some city's lease. Mayor Gunther said it's okay to lease if you pay more overtime and level out your expenditures. Mayor Gunther said the Fire Chief and Council Member Shinzing to get a conversation.

City Manager Whitt said this is not between the Chief and Council Member Schinzing, we are not going to have a one on one, we will meet together at city hall.

COUNCIL COMMENTS

Council Member Schinzing asked about depreciation of major assets and corresponding accrual schedule. He asked about FTE allocation percentages in the budget information. He asked for the status of the code of conduct.

City Attorney Vanerian explained that he previously presented the proposed ordinance as a draft at the last meeting for Council's review and consideration. He stated the intent of the draft was to allow Council Members the opportunity to provide comments, suggest revisions, or identify any additions or deletions they would like incorporated before preparing a final draft for first reading. No one responded to him. City Attorney Vanerian said if Council was generally satisfied with the draft as presented, he could finalize the document and place it on an upcoming agenda for first reading.

Council Member Arnold shared that he recently met with a local business owner regarding the recently acquired DDA property, indicating that discussions are underway and that he hopes to see something come of his discussions.

Council Member Ambrose reiterated one more time Ron Johnston, Walled Lake Civic Fund, the businesses who chose to participate gave their hard-earned time and money. There is not a thank large enough for this.

Mayor Pro Tem O'Rourke said we had our first concert at Casey Ambrose Public Safety Campus and it was a great turnout and amazing concert. He said there will be a reading of the Declaration of Independence at 6 pm at the Walled Lake Cemetery tomorrow, July 8th. He explained that similar events are taking place in communities across the country and thanked the Historical Society for organizing the event. He said later that evening at Hiram Sims Park the summer concert series was featuring Detroit Social Club beginning at 7:30 p.m. Mayor Pro Tem

O'Rourke thanked DPW Supervisor Dan Ladd and his team for their continued efforts in preparing and supporting community events and encouraged residents to participate in the evening's activities.

Council Member Woods expressed appreciation for the City's team for their work on the fireworks and community festivities. He noted that several items he intended to discuss had already been addressed and commended staff for their efforts.

AUDIENCE PARTICIPATION None

ADJOURNMENT

CM 07-03-26 ADJOURNMENT

Motion by Ambrose, seconded by O'Rourke, CARRIED UNANIMOUSLY: To adjourn the meeting at 8:39 P.M.

Jennifer A. Stuart, City Clerk

Richard Gunther, Mayor

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.*

Monthly Violation Summary

June 2026



Search Criteria:

Month :	June
Year :	2026
Citation Type:	Both
Violation Type:	No Warning(s)
Range One:	00:00 - 07:59
Range Two:	08:00 - 15:59
Range Three:	16:00 - 23:59
Include Court Approved Only?	Yes
Count Secondary Officer's Violation?	Yes
Report ID:	440017
Saved:	No
Run By:	SHAKINAS, PAUL

Monthly Violation Summary

June 2026

Violation Description	Count	Percentage	Accident	TIME RANGE			YTD
				One	Two	Three	
<u>**ALL OTHERS**</u>							
CARELESS DRIVING	0	0 %	0	0	0	0	6
CMV-WRONG WAY (ONE-WAY)	0	0 %	0	0	0	0	1
DISOBEY TRAF SIGNAL (DISOBEY TRF LGT;ENTER INT ON RED LT;LF TRN THRU RED LT;FAIL STOP TRF SIGNAL/LT)	1	1.54 %	0	1	0	0	4
DISOBEY TRAF SIGNAL (RAN AMBER OR RED LIGHT;RIGHT TURN THRU RED LIGHT W/O STOP)	3	4.62 %	0	1	0	2	9
DISOBEYED STOP SIGN-FAILED TO STOP AT STOP INTERSECTION	0	0 %	0	0	0	0	6
DISOBEYED TRAFFIC CONTROL DEVICE	1	1.54 %	0	0	0	1	12
DOMESTIC VIOLENCE	0	0 %	0	0	0	0	2
DRIVING ON SIDEWALK PROHIBITED	0	0 %	0	0	0	0	1
DROVE WHILE LICENSE EXPIRED/CANCELED	0	0 %	0	0	0	0	1
DROVE WHILE LICENSE NOT VALID OR IMPR LICENSE (NO LICENSE NEVER APPLIED)	0	0 %	0	0	0	0	4
DROVE WHILE LICENSE SUSPENDED/REVOKED/DENIED	3	4.62 %	0	1	0	2	17
DROVE WHILE LICENSE SUSPENDED/REVOKED/DENIED-2ND OFFENSE	0	0 %	0	0	0	0	1
DROVE WHILE UNLICENSED (DROVE W/O OBTAINING LICENSE W/IN 3 YEARS)	1	1.54 %	0	0	0	1	3
DROVE WITHOUT DUE CARE AND/OR CAUTION	0	0 %	0	0	0	0	1
DROVE WRONG WAY ON ONE-WAY STREET	0	0 %	0	0	0	0	1
DRUG PARAPHERNALIA	1	1.54 %	0	0	0	1	1
EQUIPMENT VIOL: OBSTRUCTED REFLECTIVE FILM/TINT OR NON-REFL FILM FRONT WINDSHIELD & SIDE WINDOWS	1	1.54 %	0	0	0	1	5
EQUIPMENT VIOLATION: DEFECTIVE LIGHTING	0	0 %	0	0	0	0	2
EQUIPMENT VIOLATION: INOPERABLE LIGHTS	0	0 %	0	0	0	0	5
EQUIPMENT VIOLATION: NO TURN SIGNALS/DEFECTIVE TURN SIGNAL	1	1.54 %	0	0	0	1	1
EQUIPMENT VIOLATION: WHITE LIGHTS TO REAR	1	1.54 %	0	0	0	1	1
FAIL TO YIELD WHEN TURNING LEFT	0	0 %	0	0	0	0	4
FAIL TO YIELD: ONCOMING TRF; RIGHT OF WAY; R.O.W. TO VEH ON RT; AT STOP SIGN; DID NOT OBSERVE TRAF	0	0 %	0	0	0	0	1
FAILED TO SIGNAL AND/OR OBSERVE	0	0 %	0	0	0	0	1
FAILED TO STOP LEAVING ALLEY OR PRIVATE DRIVE	0	0 %	0	0	0	0	1

Monthly Violation Summary

June 2026

Violation Description	Count	Percentage	Accident	TIME RANGE			YTD
				One	Two	Three	
FAILED TO STOP WITHIN ASSURED CLEAR DISTANCE	0	0 %	0	0	0	0	3
FOLLOWING TOO CLOSE	0	0 %	0	0	0	0	1
IMPEDED TRAFFIC	0	0 %	0	0	0	0	3
IMPROPER LANE USE	2	3.08 %	0	0	0	2	9
IMPROPER PASSING (PASSING ONCOMING VEHICLES)	0	0 %	0	0	0	0	1
IMPROPER PASSING ON RIGHT	0	0 %	0	0	0	0	1
IMPROPER PASSING ON YELLOW LINE OR PASSING IN NO PASSING ZONE	0	0 %	0	0	0	0	1
IMPROPER TURN (RT OR LFT TRN; CUT TRAF IN INTERSECTION; WIDE RT TRN; RT OR LFT TRN FROM WRONG LANE)	0	0 %	0	0	0	0	1
NO INSURANCE - CIVIL INFRACTION	2	3.08 %	0	0	0	2	8
NO PROOF OF INSURANCE	9	13.85 %	0	0	1	8	19
OPEN INTOXICANTS IN VEHICLE-DRIVER	0	0 %	0	0	0	0	2
OPERATED WITH BAC .17 OR MORE	2	3.08 %	0	1	0	1	2
PARKING-FIRE LANE	2	3.08 %	0	0	0	2	3
PARKING-HANDICAP	0	0 %	0	0	0	0	2
PARKING-IMPROPER	1	1.54 %	0	0	0	1	1
REGISTRATION/PLATE VIOL: DROVE UNREGISTERED VEHICLE	0	0 %	0	0	0	0	1
REGISTRATION/PLATE VIOL: EXPIRED PLATES	9	13.85 %	0	0	0	9	23
REGISTRATION/PLATE VIOL: IMPROPER PLATES	1	1.54 %	0	0	0	1	2
REGISTRATION/PLATE VIOL: NO PLATES	0	0 %	0	0	0	0	2
REGISTRATION/PLATE VIOL: NO VALID PLATE	1	1.54 %	0	0	0	1	1
SPEEDING 01-05 OVER	5	7.69 %	0	0	0	5	53
SPEEDING 06-10 OVER	0	0 %	0	0	0	0	4
SPEEDING 11-15 OVER	1	1.54 %	0	0	0	1	18
SPEEDING 16-20 OVER	14	21.54 %	0	1	5	8	44
SPEEDING 21-25 OVER	1	1.54 %	0	0	0	1	8
SPEEDING 26-30 OVER	0	0 %	0	0	0	0	1
SPEED-SCHOOL ZONE 11 - 15 OVER	0	0 %	0	0	0	0	1
TOBACCO PRODUCTS, SALE OR FURNISHING	0	0 %	0	0	0	0	1
VIOL OF CHILD RESTRAINT LAW (8 TO 13YR NOT IN A PROP ADJ & FASTENED SAFETY BELT & POS IN REAR SEAT	0	0 %	0	0	0	0	1

Monthly Violation Summary

June 2026

Violation Description	Count	Percentage	Accident	TIME RANGE			YTD
				One	Two	Three	
VIOL SAFETY BELT LAW/DRIVER	1	1.54 %	0	0	0	1	1
VIOL SAFETY BELT LAW/PASSENGER	1	1.54 %	0	0	0	1	1
Total **ALL OTHERS**	65	100 %	0	5	6	54	310
Total Violations	65		0	5	6	54	310
Total Tickets	59		0	5	6	48	286

CLR-065 Monthly Summary Of Offenses (WL)



Search Criteria: (This report counts for offenses but excludes UCR status of 'Unfounded'.)

Month:	June
Year:	2026

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jun/2026	Jun/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jun/2026	YTD	Jun/2025	YTD	Jun	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%	0	0	0%	0	0	0	0	0	0
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%	0	0	0%	0	0	0	0	0	0
09004	JUSTIFIABLE HOMICIDE	0	0	0%	0	0	0%	0	0	0	0	0	0
09005	DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%	0	0	0%	0	0	0	0	0	0
09006	IN-CUSTODY DEATH	0	0	0%	0	0	0%	0	0	0	0	0	0
10001	KIDNAPPING/ABDUCTION	0	0	0%	0	0	0%	0	0	0	0	0	0
10002	PARENTAL KIDNAPPING	0	0	0%	0	0	0%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%	1	0	0%	0	0	0	0	0	0
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	1	-100%	1	1	0%	0	0	0	0	0	0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	0%	1	0	0%	0	0	0	0	0	0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
12000	ROBBERY	0	0	0%	0	0	0%	0	0	0	0	0	0
12001	ROBBERY	0	0	0%	0	0	0%	0	0	0	0	0	0
13001	NONAGGRAVATED ASSAULT	3	2	50%	21	22	-4.54%	0	6	0	0	0	6
13002	AGGRAVATED/FELONIOUS ASSAULT	0	1	-100%	2	2	0%	0	0	0	0	0	0
13003	INTIMIDATION/STALKING	0	0	0%	5	2	150%	0	1	0	0	0	1
13004	NON-FATAL SHOOTING	0	0	0%	0	0	0%	0	0	0	0	0	0
20000	ARSON	0	0	0%	0	0	0%	0	0	0	0	0	0
21000	EXTORTION	0	0	0%	1	0	0%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	0	0	0%	1	1	0%	0	2	0	0	0	2

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jun/2026	Jun/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jun/2026	YTD	Jun/2025	YTD	Jun	YTD
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	0%	0	1	-100%	0	0	0	0	0	0
23001	LARCENY -POCKETPICKING	0	0	0%	0	0	0%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	0	0%	0	0	0%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	0	0	0%	2	6	-66.6%	1	2	0	0	1	2
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%	0	0	0%	0	0	0	0	0	0
23005	LARCENY -THEFT FROM MOTOR VEHICLE	0	0	0%	1	1	0%	0	0	0	0	0	0
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	0	0%	0	2	-100%	0	0	0	0	0	0
23007	LARCENY -OTHER	1	1	0%	3	6	-50%	0	0	0	0	0	0
24001	MOTOR VEHICLE THEFT	1	0	0%	5	0	0%	0	0	0	0	0	0
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%	0	0	0%	0	0	0	0	0	0
24002	MOTOR VEHICLE THEFT	0	0	0%	0	0	0%	0	0	0	0	0	0
24003	MOTOR VEHICLE FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
25000	FORGERY/COUNTERFEITING	0	1	-100%	0	2	-100%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	6	-83.3%	6	14	-57.1%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	1	-100%	3	5	-40%	0	0	0	0	0	0
26003	FRAUD -IMPERSONATION	0	0	0%	0	0	0%	0	0	0	0	0	0
26004	FRAUD -WELFARE FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	0	1	-100%	3	4	-25%	0	0	0	0	0	0
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0%	0	0	0%	0	0	0	0	0	0
27000	EMBEZZLEMENT	0	0	0%	0	2	-100%	0	0	0	0	0	0
28000	STOLEN PROPERTY	0	0	0%	0	0	0%	0	0	0	0	0	0
29000	DAMAGE TO PROPERTY	1	0	0%	5	8	-37.5%	0	1	0	0	0	1
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%	0	0	0%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	0	0	0%	1	1	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jun/2026	Jun/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jun/2026	YTD	Jun/2025	YTD	Jun	YTD
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%	0	0	0%	0	0	0	0	0	0
30004	ORGANIZED RETAIL FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	0	0	0%	1	0	0%	0	0	0	0	0	0
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0%	1	0	0%	0	0	0	0	0	0
36001	SEXUAL PENETRATION NONFORCIBLE - BLOOD/AFFINITY	0	0	0%	0	0	0%	0	0	0	0	0	0
36002	SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
37000	OBSCENITY	0	0	0%	1	0	0%	0	0	0	0	0	0
39001	GAMBLING- BETTING/WAGERING	0	0	0%	0	0	0%	0	0	0	0	0	0
39002	GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%	0	0	0%	0	0	0	0	0	0
39003	GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
39004	GAMBLING -SPORTS TAMPERING	0	0	0%	0	0	0%	0	0	0	0	0	0
40001	COMMERCIALIZED SEX -PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0
40002	COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0
40003	HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0
51000	BRIBERY	0	0	0%	0	0	0%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	0	0	0%	0	1	-100%	0	0	0	0	0	0
52002	WEAPONS OFFENSE -EXPLOSIVES	0	0	0%	0	0	0%	0	0	0	0	0	0
52003	WEAPONS OFFENSE -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
64001	HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%	0	0	0%	0	0	0	0	0	0
64002	HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%	0	0	0%	0	0	0	0	0	0
72000	ANIMAL CRUELTY	0	0	0%	0	4	-100%	0	0	0	0	0	0
Group A Totals		8	14	-42.8%	65	85	-23.5%	1	12	0	0	1	12
01000	SOVEREIGNTY	0	0	0%	0	0	0%	0	0	0	0	0	0
02000	MILITARY	0	0	0%	0	0	0%	0	0	0	0	0	0
03000	IMMIGRATION	0	0	0%	0	0	0%	0	0	0	0	0	0
09003	NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%	0	0	0%	0	0	0	0	0	0
14000	ABORTION	0	0	0%	0	0	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jun/2026	Jun/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jun/2026	YTD	Jun/2025	YTD	Jun	YTD
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%	0	0	0%	0	0	0	0	0	0
22004	POSSESSION OF BURGLARY TOOLS	0	0	0%	0	0	0%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	0	0	0%	1	0	0%	0	0	0	0	0	0
36003	PEEPING TOM	0	0	0%	0	0	0%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	1	0	0%	1	1	0%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%	2	1	100%	0	0	0	0	0	0
38002	FAMILY -NONSUPPORT	0	0	0%	0	0	0%	0	0	0	0	0	0
38003	FAMILY -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
39005	GAMBLING, OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
41001	LIQUOR LICENSE -ESTABLISHMENT	0	0	0%	0	0	0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	0	1	-100%	2	3	-33.3%	0	1	0	0	0	1
42000	DRUNKENNESS	0	0	0%	0	0	0%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	0	0	0%	3	0	0%	0	0	0	0	0	0
49000	ESCAPE/FLIGHT	0	0	0%	0	0	0%	0	0	0	0	0	0
50000	OBSTRUCTING JUSTICE	0	2	-100%	1	3	-66.6%	0	0	0	0	0	0
53001	DISORDERLY CONDUCT	0	0	0%	2	1	100%	0	1	0	0	0	1
53002	PUBLIC PEACE -OTHER	2	0	0%	9	7	28.57%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	0	1	-100%	0	1	-100%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	2	2	0%	4	4	0%	2	4	0	0	2	4
55000	HEALTH AND SAFETY	1	0	0%	2	2	0%	1	1	0	0	1	1
56000	CIVIL RIGHTS	0	0	0%	0	0	0%	0	0	0	0	0	0
57001	TRESPASS	0	1	-100%	5	4	25%	0	2	0	0	0	2
57002	INVASION OF PRIVACY -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
58000	SMUGGLING	0	0	0%	0	0	0%	0	0	0	0	0	0
59000	ELECTION LAWS	0	0	0%	0	0	0%	0	0	0	0	0	0
60000	ANTITRUST	0	0	0%	0	0	0%	0	0	0	0	0	0
61000	TAX/REVENUE	0	0	0%	0	0	0%	0	0	0	0	0	0
62000	CONSERVATION	0	0	0%	0	0	0%	0	0	0	0	0	0
63000	VAGRANCY	0	0	0%	0	0	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jun/2026	Jun/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jun/2026	YTD	Jun/2025	YTD	Jun	YTD
70000	JUVENILE RUNAWAY	0	0	0%	3	0	0%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	2	-100%	0	5	-100%	0	0	0	0	0	0
75000	SOLICITATION	0	0	0%	0	0	0%	0	0	0	0	0	0
77000	CONSPIRACY (ALL CRIMES)	0	0	0%	0	0	0%	0	0	0	0	0	0
Group B Totals		6	9	-33.3%	35	32	9.375%	3	9	0	0	3	9
2800	JUVENILE OFFENSES AND COMPLAINTS	0	4	-100%	5	8	-37.5%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	8	7	14.28%	32	39	-17.9%	3	24	0	0	3	24
3000	WARRANTS	2	1	100%	8	11	-27.2%	0	4	0	0	0	4
3100	TRAFFIC CRASHES	16	25	-36%	120	100	20%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	15	52	-71.1%	170	230	-26.0%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	224	207	8.212%	1160	1029	12.73%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	0	2	-100%	1	3	-66.6%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	41	50	-18%	257	280	-8.21%	0	0	0	0	0	0
3600	SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%	0	0	0%	0	0	0	0	0	0
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	189	136	38.97%	862	782	10.23%	0	1	0	0	0	1
3800	ANIMAL COMPLAINTS	6	2	200%	20	16	25%	0	0	0	0	0	0
3900	ALARMS	22	22	0%	133	97	37.11%	0	0	0	0	0	0
	SICK / INJURY COMPLAINT	0	0	0%	0	0	0%	0	0	0	0	0	0
	NON - CRIMINAL COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	TRAFFIC CRASHES	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS TRAFFIC COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	ALARMS	0	0	0%	0	0	0%	0	0	0	0	0	0
	ANIMAL COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	TRAFFIC OFFENSES	0	0	0%	0	0	0%	0	0	0	0	0	0
Group C Totals		523	508	2.952%	2768	2595	6.666%	3	29	0	0	3	29
2700	LOCAL ORDINANCES - GENERIC	0	0	0%	0	0	0%	0	0	0	0	0	0
2700	LOCAL ORDINANCES - GENERIC	0	0	0%	0	0	0%	0	0	0	0	0	0
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	0	0%	2	1	100%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jun/2026	Jun/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jun/2026	YTD	Jun/2025	YTD	Jun	YTD
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
4100	NON - HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
4200	PARKING CITATIONS	0	0	0%	2	1	100%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	0	1	-100%	1	2	-50%	0	0	0	0	0	0
4400	WATERCRAFT CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	0	0	0%	0	0	0%	0	0	0	0	0	0
4600	LIQUOR CITATIONS / SUMMONS	0	0	0%	0	0	0%	0	0	0	0	0	0
4700	COMMERCIAL VEHICLE CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
4800	LOCAL ORDINANCE WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
4900	TRAFFIC WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	LOCAL ORDINANCES - GENERIC	0	0	0%	0	0	0%	0	0	0	0	0	0
	WATERCRAFT CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS A THROUGH UUUU	0	0	0%	0	0	0%	0	0	0	0	0	0
	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	TRAFFIC WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group D Totals	2	1	100%	5	4	25%	0	0	0	0	0	0
5000	FIRE CLASSIFICATIONS	0	0	0%	1	0	0%	0	0	0	0	0	0
5100	18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group E Totals	0	0	0%	1	0	0%	0	0	0	0	0	0
6000	MISCELLANEOUS ACTIVITIES (6000)	1	0	0%	3	1	200%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	0	0	0%	2	3	-33.3%	0	0	0	0	0	0
6200	ARREST ASSIST	0	0	0%	0	0	0%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	7	7	0%	46	40	15%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jun/2026	Jun/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jun/2026	YTD	Jun/2025	YTD	Jun	YTD
	MISCELLANEOUS ACTIVITIES (6100)	0	0	0%	0	0	0%	0	0	0	0	0	0
	CANINE ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS ACTIVITIES (6000)	0	0	0%	0	0	0%	0	0	0	0	0	0
	INVESTIGATIVE ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	COURT / WARRANT ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group F Totals	8	7	14.28%	51	44	15.90%	0	0	0	0	0	0
8000	MISCELLANEOUS DEALER ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group I Totals	0	0	0%	0	0	0%	0	0	0	0	0	0
	Totals for all Groups	547	539	1.484%	2925	2760	5.978%	7	50	0	0	7	50



Public Safety Director L. Dennis Whitt
248.624.4847
Email: ldenniswhitt@walledlake.com

Fire Chief Jason R Gonzalez
248.960.2040
Email: jgonzalez@walledlake.com

WALLED LAKE FIRE
DEPARTMENT
1499 E. West Maple Road
Walled Lake, Michigan 48390
FAX: 248.624.3768
www.walledlake.com

June 2026

July 13, 2026

TO: L. Dennis Whitt-City Manager

FROM: Jason Gonzalez-Fire Chief

RE: Summary of Fire Activities for the Month of June 2026.

Attached you will find a report on activities as they relate to the Walled Lake Fire Department for the Month of June 2026.

- The Fire Department responded to 111 calls for service in June 2026, 73% Medical, 27% Fire incidents, with 198-unit responses, averaging 3.73 Firefighters per call. Average response time for all incidents, emergent and nonemergent responses: 4 minutes 5 seconds.
- Mutual aid given: 4
- Mutual aid received: 4
- Training hours for the month: 91.63

Monthly Training Highlights:

- ECO-CAF foam system continued training to increase proficiency
 - First use of the system was later that week during an outdoor fire. WLFD was called out the following day to extinguish a large pile of bags of epoxy flakes that was uncovered by DTE crews working to restore damaged power pole and lines from the previous.
- Fire attack evolution – Two firefighter quick offensive attack evolution.
- Probationary FF Micha Gross completed and graduated from the Livingston County Fire Academy. He has now obtained his State certification as a structural firefighter. He will now enter into the next phase of training with the department to advance beyond the basic skills and knowledge obtained through the academy. CONGRATULATIONS MICAH!



Apparatus maintenance:

- E19 pump relief valve scheduled for repair in July.
- E19 hydraulic cab lift scheduled for repair in July.
- L19 annual aerial ladder test scheduled for July.
- Firehose and ground ladder annual testing scheduled for July.

HAAS: Emergency alerting June: 761 drivers alerted, on 61 incidents.

- YTD drivers alerted 2,933
- Lifetime alerts 7,398.

EMS: The Fire Department responded to 81 medical incidents for the month, with the FD rescue ambulance transporting 28 patients to local hospitals.

Monthly Incident Stats

Fire Incident Breakdown	Total Incidents	Year to Date
Fire (structure, vehicle, trash/rubbish, grass)	5	20
Hazardous Situation (fuel spill, gas leak, wire down)	3	21
Medical (illness, injury, vehicle collision)	81	428
No Emergency (cancelled call, false call, good intent)	2	30
Public Service (citizen assist, alarms.)	20	103
Rescue (trapped or endangered persons)	0	2
Grand Total	111	604

Monthly Training

Training Category	Total Hours
EMS	5.0
Officer Training	6.0
Driver Training	7.0
Company Training	70.63
Hazardous Materials	1.0
Fire Prevention	2.0
Grand Total	91.63

Monthly Fire Inspection Stats

Inspection Category	Total Inspections	Violations
Fire Safety	10	4
Change of Use	0	0
Acceptance Test	0	0
C of O	1	0
Fire Investigation	1	0
Plan Review	6	3
Reinspection	1	0
Grand Total	19	7

Apparatus Milage

Apparatus	Milage	Total
Engine 19	22,168	338
Ladder 19	42,612	79
Rescue 19	50,272	481
Squad 19	21,305	331
Utility 1	6,961	362
Utility 2	50,117	10

2026 EMS Transport Net Collections

Month	Net collections
January	\$13,150.70
February	\$10,012.48
March	\$10,112.84
April	\$8,560.27 *
May	\$6,047.16 *
June	\$12,719.02
YTD \$60,602.47	

*Rescue 19/Ambulance was out of service for most of April for repair.

*Rescue 19/Ambulance out of service for the first week of May for repair.

EMS Transport Yearly Net Collections

Month	Net collections
2026	\$60,602.47 YTD
2025	\$97,394.57
2024	\$86,295.33
2023	\$87,545.62
2022	\$70,824.26
2021	\$61,024.14
2020	\$55,999.48
2019	\$60,738.85
2018	\$37,298.61
Total \$617,723.33	



City of Walled Lake

Council Meeting: July 21, 2026

GOVERNMENT WIDE EXPENDITURES

CHECK NUMBERS: 127332 - 127456
 CHECK DATE RANGE: 06/05/2026 - 07/13/2026
 ACH CHECK DATES: 06/01/2026 - 06/30/2026

	<u>Checks</u>	<u>ACH</u>	<u>Total</u>
GENERAL FUND	152,615.64	3,216.35	155,831.99
MAJOR ROADS FUND	5,549.22	-	5,549.22
LOCAL ROADS FUND	1,583.48	-	1,583.48
DRUG FORFEITURE	10,361.26	-	10,361.26
LIBRARY FUND	18,515.77	265.51	18,781.28
DEBT SERVICE FUND	-	-	-
DDA FUND	24,896.50	-	24,896.50
TRANSPORTATION FUND	-	-	-
REFUSE FUND	37,636.46	-	37,636.46
WATER & SEWER FUND	39,875.79	-	39,875.79
TRUST AND AGENCY	78,623.95	-	78,623.95
MISC. PAYROLL	-	-	-
ACCRUED INSURANCE LIABILITIES	23,140.81	-	23,140.81
VENDOR EXPENDITURES	392,798.88	3,481.86	396,280.74

WARRANT REPORT 07 -2026

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DEPARTMENT	TOTAL	
	OVERTIME	PAY IN LIEU
City Manager (#172)	\$ -	\$ -
City Attorney (#266)	\$ -	\$ 152.50
Finance/ Treasurer (#212 & 253)	\$ -	\$ -
General (#218)	\$ -	\$ -
Clerk (#215)	\$ -	\$ 1,200.00
Election (#262)	\$ -	\$ -
Police (#301)	\$ 6,632.89	\$ 6,390.00
Fire (#336)	\$ 5,260.96	\$ -
Public Works (#441)	\$ 3,169.66	\$ -
Library (#738)	\$ -	\$ 1,090.00
	\$ 15,063.51	\$ 8,832.50
EXPENSE ALLOWANCE/REIMBURSEMENTS	\$ 11,238.60	
SALARY & WAGES	\$ 368,754.75	
PAY IN LIEU	\$ 8,832.50	
OVERTIME	\$ 15,063.51	
GROSS PAYMENTS	\$ 403,889.36	
EMPLOYER FICA	\$ 28,293.09	
EMPLOYER PENSION	\$ 98,202.42	
EMPLOYER OPEB	\$ 3,082.00	
PAYROLL EXPENSES	\$ 129,577.51	
PERSONNEL EXPENDITURES	\$ 533,466.87	
VENDOR EXPENDITURES	\$ 396,280.74	
Council Meeting: July 21, 2026	REPORTED EXPENDITURES	\$ 929,747.61

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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK DATE FROM 06/01/2026 - 06/30/2026
Banks: PAYAB

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
06/04/2026	PAYAB	358 (E)	WEX BANK	GAS AND OIL	732-000	336	1,711.80
06/18/2026	PAYAB	359 (E) *#	GRID4 COMMUNICATIONS INC	06/16/2026 - 07/15/2026	920-000	218	354.01
				06/16/2026 - 07/15/2026	920-000	253	88.50
				06/16/2026 - 07/15/2026	920-000	301	354.01
				06/16/2026 - 07/15/2026	920-000	336	354.01
				06/16/2026 - 07/15/2026	920-000	371	88.51
				06/16/2026 - 07/15/2026	920-000	441	265.51
				CHECK PAYAB 359 (E) TOTAL FOR FUND			<u>1,504.55</u>
				Total for fund 101 GENERAL FUND			3,216.35

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
06/18/2026	PAYAB	359(E)*#	GRID4 COMMUNICATIONS INC	06/16/2026 - 07/15/2026	920-000	790	265.51
Total for fund 271 LIBRARY FUND							265.51
TOTAL - ALL FUNDS							3,481.86

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

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE

CHECK NUMBER 127332 - 127456

Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
06/10/2026	PAYAB	127332*#	ARMOREX	OFFICE SUPPLIES	727-000	218	24.34
				OFFICE SUPPLIES	727-000	301	40.57
				OFFICE SUPPLIES	727-000	336	40.57
				OFFICE SUPPLIES	727-000	441	24.34
				CHECK PAYAB 127332 TOTAL FOR FUND			<u>129.82</u>
06/10/2026	PAYAB	127333	BESTCO/UA - 6803	JULY PAYMENT	123-000	000	664.90
06/10/2026	PAYAB	127334	COMCAST	06/16/2026 - 07/15/2026	920-000	301	327.85
06/10/2026	PAYAB	127335	DIGIGRAPHX CO	UNIFORMS	731-000	301	642.00
06/10/2026	PAYAB	127336#	DTE ENERGY	05/01/2026 - 05/31/2026	921-000	448	6,338.42
				05/02/2026 - 06/02/2026	921-000	751	27.83
				CHECK PAYAB 127336 TOTAL FOR FUND			<u>6,366.25</u>
06/10/2026	PAYAB	127337	FRITZ-Z'S LAWN CARE LLC	LAWN SERVICE - 1237 E. WEST MAPLE	804-000	371	75.00
				LAWN SERVICE - 675 LEON ST.	804-000	371	150.00
				LAWN SERVICE - 225 LEON ST.	804-000	371	75.00
				CHECK PAYAB 127337 TOTAL FOR FUND			<u>300.00</u>
06/10/2026	PAYAB	127338*#	MCKENNA ASSOCIATES INC	INSPECTIONS	818-000	371	2,595.00
				BUILDING	819-000	371	1,575.00
				PROFESSIONAL SERVICES - PLANNING	817-000	701	1,250.00
				CHECK PAYAB 127338 TOTAL FOR FUND			<u>5,420.00</u>
06/10/2026	PAYAB	127340	MERGE LIVE	LIVE STREAM CITY COUNCIL MEETING	826-000	218	365.00
06/10/2026	PAYAB	127341	SCHOENHERR ROOFING	PERMIT REFUND 1235 GREEN VISTA CT	493-001	000	132.00
06/10/2026	PAYAB	127342	WALLED LAKE HARDWARE	REPAIR & MAINT. - BUILDINGS &	934-000	336	14.49
				REPAIR & MAINT. - BUILDINGS &	934-000	336	17.21
				REPAIR & MAINT. - BUILDINGS &	934-000	336	24.49
				CHECK PAYAB 127342 TOTAL FOR FUND			<u>56.19</u>
06/18/2026	PAYAB	127344	ALLIE BROTHERS INC	UNIFORMS - MCKINLEY	731-000	301	147.99
06/18/2026	PAYAB	127345	ALLSERV	REPAIR & MAINT. - BUILDINGS &	934-000	301	1,475.00
06/18/2026	PAYAB	127346*#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	727-000	218	127.71
				OFFICE SUPPLIES	727-000	218	376.02

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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				CHECK PAYAB 127346 TOTAL FOR FUND			503.73
06/18/2026	PAYAB	127347	ARBOR PROFESSIONAL SOLUTIONS	PROFESSIONAL SRVS. - AMBULANCE BILLING	809-001	336	65.45
06/18/2026	PAYAB	127348*#	ARMOREX	OFFICE SUPPLIES	727-000	218	69.44
				OFFICE SUPPLIES	727-000	301	115.74
				OFFICE SUPPLIES	727-000	336	115.74
				OFFICE SUPPLIES	727-000	441	69.44
				CHECK PAYAB 127348 TOTAL FOR FUND			370.36
06/18/2026	PAYAB	127349	ASSOCIATION OF PUBLIC TREASURERS	2026 ANNUAL CONFERENCE	955-000	253	449.00
06/18/2026	PAYAB	127350	AT&T	05/05/2026 - 06/04/2026	920-000	301	84.44
06/18/2026	PAYAB	127351#	AT&T MOBILITY	05/07/2026 - 06/06/2026	920-000	301	340.94
				05/07/2026 - 06/06/2026	920-000	336	58.25
				CHECK PAYAB 127351 TOTAL FOR FUND			399.19
06/18/2026	PAYAB	127352*	BLUE CARE NETWORK	COBRA - KREBS	085-000	000	454.85
06/18/2026	PAYAB	127353	BOGIE LAKE GREENHOUSES, INC	REPAIR & MAINT. - GROUNDS	931-000	441	167.98
				REPAIR & MAINT. - GROUNDS	931-000	441	137.57
				CHECK PAYAB 127353 TOTAL FOR FUND			305.55
06/18/2026	PAYAB	127354*#	BOSS ENGINEERING	CITY COUNCIL MTG ATTENDANCE	820-000	701	400.00
				OFFICE HOURS	820-000	701	1,080.00
				CHECK PAYAB 127354 TOTAL FOR FUND			1,480.00
06/18/2026	PAYAB	127355	COMCAST	06/16/2026 - 07/15/2026	920-000	336	74.25
06/18/2026	PAYAB	127357	CONSUMERS ENERGY	05/13/2026 - 06/11/2026	922-000	336	210.23
06/18/2026	PAYAB	127358	CONSUMERS ENERGY	GAS USAGE	922-000	218	210.48
06/18/2026	PAYAB	127359	CONSUMERS ENERGY	GAS USAGE	922-000	441	91.00
06/18/2026	PAYAB	127361	EXPERIGREEN DETROIT NORTH	REPAIR & MAINT. - GROUNDS	931-000	441	114.50
06/18/2026	PAYAB	127362	GLENDALE AUTO SUPPLY	OPERATING SUPPLIES	728-000	441	53.00
				OPERATING SUPPLIES	728-000	441	7.19
				CHECK PAYAB 127362 TOTAL FOR FUND			60.19
06/18/2026	PAYAB	127363	IMAGE TECH	RENTALS & LEASES - OFFICE EQUIPMENT	941-000	336	536.21

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
06/18/2026	PAYAB	127365*#	POSTMASTER	POSTAGE PERMIT #3	730-000	262	1,500.00
06/18/2026	PAYAB	127367	ROSATI, SCHULTZ, JOPPICH &	COUNCIL LEGAL SERVICE	813-000	101	1,110.00
06/18/2026	PAYAB	127368	SAFEWAY SHREDDING	SHREDDING SERVICES	728-000	301	104.95
06/18/2026	PAYAB	127369*#	TOSHIBA FINANCIAL SERVICES	RENTALS & LEASES - OFFICE EQUIPMENT	941-000	218	317.68
				RENTALS & LEASES - OFFICE EQUIPMENT	941-000	301	317.68
				CHECK PAYAB 127369 TOTAL FOR FUND			635.36
06/18/2026	PAYAB	127370	WALLED LAKE HARDWARE	REPAIR & MAINT. - GROUNDS	931-000	441	17.49
06/18/2026	PAYAB	127371	WEINGARTZ	REPAIR & MAINT. - EQUIPMENT	933-000	441	333.44
				REPAIR & MAINT. - EQUIPMENT	933-000	441	9.99
				REPAIR & MAINT. - EQUIPMENT	933-000	441	620.41
				CHECK PAYAB 127371 TOTAL FOR FUND			963.84
06/22/2026	PAYAB	127372	NEON CROWS, LLC	SUMMER CONCERT - 06/24/2026	880-000	751	1,500.00
06/22/2026	PAYAB	127373	PEGASUS ENTERTAINMENT	STAGE - SUMMER CONCERT - 06/24/26	880-000	751	2,500.00
06/25/2026	PAYAB	127375*#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	727-000	218	16.99
				OPERATING SUPPLIES & MATERIALS	728-000	751	529.95
				CHECK PAYAB 127375 TOTAL FOR FUND			546.94
06/25/2026	PAYAB	127376*#	ARMOREX	OFFICE SUPPLIES	727-000	218	19.00
				OFFICE SUPPLIES	727-000	301	31.66
				OFFICE SUPPLIES	727-000	336	31.66
				OFFICE SUPPLIES	727-000	441	19.00
				CHECK PAYAB 127376 TOTAL FOR FUND			101.32
06/25/2026	PAYAB	127377	BACKFLOW PRO	BACKFLOW TESTS	934-000	441	420.00
06/25/2026	PAYAB	127379	CITI CARDS	COMMUNITY EVENTS	880-000	751	23.94
06/25/2026	PAYAB	127381*#	DTE ENERGY	05/15/2026 - 06/15/2026	921-000	218	321.33
				05/15/2026 - 06/15/2026	921-000	301	1,377.63
				05/15/2026 - 06/15/2026	921-000	336	875.77
				05/15/2026 - 06/15/2026	921-000	441	47.60
				05/15/2026 - 06/15/2026	921-000	567	17.41
				05/15/2026 - 06/15/2026	921-000	732	17.41

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 127332 - 127456
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				05/16/2026 - 06/16/2026	921-000	732	19.23
				05/16/2026 - 06/16/2026	921-000	732	18.78
				05/15/2026 - 06/15/2026	921-000	732	19.46
				05/15/2026 - 06/15/2026	921-000	732	19.19
				05/15/2026 - 06/15/2026	921-000	732	23.34
				05/15/2026 - 06/15/2026	921-000	751	27.74
				05/15/2026 - 06/15/2026	921-000	751	17.43
				05/15/2026 - 06/15/2026	921-000	751	19.25
				CHECK PAYAB 127381 TOTAL FOR FUND			2,821.57
06/25/2026	PAYAB	127382	GRAINGER	OPERATING SUPPLIES & MATERIALS	728-000	336	90.79
				OPERATING SUPPLIES & MATERIALS	728-000	336	140.72
				CHECK PAYAB 127382 TOTAL FOR FUND			231.51
06/25/2026	PAYAB	127383	JAX KAR WASH	CAR WASH SERVICE	939-000	301	33.00
				CAR WASH SERVICE	939-000	301	93.00
				CHECK PAYAB 127383 TOTAL FOR FUND			126.00
06/25/2026	PAYAB	127384*#	MCKENNA ASSOCIATES INC	INSPECTION MAY SERVICES	818-000	371	1,320.00
				BUILDING MAY SERVICES	819-000	371	1,068.75
				PROFESSIONAL SERVICES - PLANNING MAY	817-000	701	1,250.00
				CHECK PAYAB 127384 TOTAL FOR FUND			3,638.75
06/25/2026	PAYAB	127385	MEGA PRINTING	DIA INSIDE OUT PROGRAM BROCHURES	880-000	751	69.00
06/25/2026	PAYAB	127386	MERGE LIVE	LIVE STREAM CITY COUNCIL MEETING	826-000	218	365.00
06/25/2026	PAYAB	127388#	OAKLAND COUNTY TREAS CASH BLDG 12	JUNE SHERIFF DISPATCH SERVICES	850-000	301	10,862.74
				JUNE SHERIFF DISPATCH SERVICES	850-000	336	3,620.92
				CHECK PAYAB 127388 TOTAL FOR FUND			14,483.66
06/25/2026	PAYAB	127389#	PROSCAPE L.L.C.	MULCH	931-000	441	4,079.00
				MULCH	880-000	751	4,079.00
				CHECK PAYAB 127389 TOTAL FOR FUND			8,158.00
06/25/2026	PAYAB	127392	SUBURBAN LANDSCAPE & SUPPLY	REPAIR & MAINT. - GROUNDS	931-000	441	27.00
06/25/2026	PAYAB	127393*#	ULTRABRIGHT WINDOW CLEANING	WINDOW CLEANING	728-000	218	95.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
06/25/2026	PAYAB	127394*#	VISA WALLED LAKE SCHOOL EMP FCU	MEMBERSHIP RENEWAL - STUART	806-000	215	195.00
				ZOOM MONTHLY USAGE	728-000	218	81.22
				ONLINE SERVICES	937-000	218	220.50
				ONLINE SERVICES	937-000	218	393.90
				WEAPONS & PROTECTIVE GEAR	787-000	301	628.80
				MEMBERSHIP RENEWAL	806-000	301	100.00
				PD BACKGROUND CHECKS	814-000	301	120.00
				CHECK PAYAB 127394 TOTAL FOR FUND			1,739.42
06/25/2026	PAYAB	127395	WALLED LAKE HARDWARE	REPAIR & MAINT. - PARKS	935-000	751	2.49
06/25/2026	PAYAB	127396*#	WATER RESOURCE COMMISSIONER	03/17/2026 - 06/15/2026	923-000	218	818.48
				03/17/2026 - 06/15/2026	923-000	218	343.02
				03/17/2026 - 06/16/2026	923-000	336	35.20
				03/17/2026 - 06/15/2026	923-000	336	1,594.21
				03/17/2026 - 06/15/2026	923-000	441	35.20
				03/17/2026 - 06/16/2026	923-000	441	742.04
				CHECK PAYAB 127396 TOTAL FOR FUND			3,568.15
07/02/2026	PAYAB	127398*#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	727-000	218	16.14
				OPERATING SUPPLIES & MATERIALS	728-000	301	229.26
				OPERATING SUPPLIES & MATERIALS	728-000	336	92.10
				REPAIR & MAINT. - BUILDINGS &	934-000	336	86.43
				OPERATING SUPPLIES & MATERIALS	728-000	441	44.40
				OPERATING SUPPLIES & MATERIALS	728-000	751	476.70
				CHECK PAYAB 127398 TOTAL FOR FUND			945.03
07/02/2026	PAYAB	127399	AT&T MOBILITY	06/18/2026 - 07/17/2026	920-000	301	91.25
07/02/2026	PAYAB	127400	BRUTTELL ROOFING, INC	OVERPAYMENT 157 ANGLE	493-001	000	140.00
07/02/2026	PAYAB	127401	COMCAST	07/05/2026 - 08/04/2026	920-000	301	29.70
07/02/2026	PAYAB	127402*#	DAN'S AUTO CLINIC	REPAIR & MAINTENANCE - VEHICLES	939-000	301	183.60
07/02/2026	PAYAB	127403	DIGIGRAPHX CO	SHIPPING/DELIVERY CHARGE	731-000	301	24.00
07/02/2026	PAYAB	127404	DTE ENERGY	05/22/2026 - 06/22/2026	921-000	336	31.12
07/02/2026	PAYAB	127405	GLENDALE AUTO SUPPLY	R&M VEHICLE	939-000	441	35.57
07/02/2026	PAYAB	127406	HURON VALLEY GUNS	UNIFORMS - KRUSZKA	731-000	301	18.00
07/02/2026	PAYAB	127407#	JEM IT SERVICES, LLC	IT SERVICES	936-000	218	978.66

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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				IT SERVICES	936-000	301	894.67
				IT SERVICES	936-000	336	561.67
				CHECK PAYAB 127407 TOTAL FOR FUND			<u>2,435.00</u>
07/02/2026	PAYAB	127409	LITTSEY, ARTHUR	SUMMER CONCERT - 07/08/2026	880-000	751	650.00
07/02/2026	PAYAB	127410	MEGA PRINTING	OPERATING SUPPLIES & MATERIALS	728-000	301	134.86
07/02/2026	PAYAB	127411#	METRO ENVIRONMENTAL SERVICES, INC	SCHEDULED VACTOR - FIRE STATION	934-000	336	1,895.00
				SCHEDULED VACTOR - HIRAM SIMS PARK	729-000	441	195.00
				SCHEDULED VACTOR - HIRAM SIMS PARK	930-000	441	1,500.00
				CHECK PAYAB 127411 TOTAL FOR FUND			<u>3,590.00</u>
07/02/2026	PAYAB	127413*#	MMRMA	M0000837 - INSTALLMENT	823-000	218	39,762.72
				R0000837 - INSTALLMENT	823-000	218	9,275.00
				CHECK PAYAB 127413 TOTAL FOR FUND			<u>49,037.72</u>
07/02/2026	PAYAB	127414*#	MUTUAL OF OMAHA	JULY PAYMENT	718-000	301	360.00
				JULY PAYMENT	874-000	736	36.94
				JULY PAYMENT	874-000	736	140.70
				CHECK PAYAB 127414 TOTAL FOR FUND			<u>537.64</u>
07/02/2026	PAYAB	127418	SUBURBAN LANDSCAPE & SUPPLY	REPAIR & MAINT. - GROUNDS	931-000	567	72.76
07/02/2026	PAYAB	127419	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES	816-000	212	1,518.75
07/02/2026	PAYAB	127420	TOP LUBE CENTER	REPAIR & MAINTENANCE - VEHICLES	939-000	301	136.47
07/02/2026	PAYAB	127421	VIRTUAL ACADEMY	VIRTUAL ACADEMY TRAINING	955-001	301	1,150.00
07/02/2026	PAYAB	127424	WALLED LAKE HARDWARE	OPERATING SUPPLIES & MATERIALS	728-000	336	3.09
07/09/2026	PAYAB	127426	ABSOPURE WATER COMPANY	OPERATING SUPPLIES & MATERIALS	728-000	301	54.15
07/09/2026	PAYAB	127427	ACTIVE911, INC.	SUBSCRIPTION RENEWAL	806-000	336	2,882.50
07/09/2026	PAYAB	127429	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES & MATERIALS	728-000	212	123.00
07/09/2026	PAYAB	127430	BESTCO/UA - 6803	AUGUST PAYMENT	874-000	736	664.90
07/09/2026	PAYAB	127431	CANDY BANDITS LLC	M.P. PERFORMANCE - KIDS FEST	880-000	751	150.00
07/09/2026	PAYAB	127432	COMCAST	07/16/2026 - 08/15/2026	920-000	301	327.85
07/09/2026	PAYAB	127433	DAN'S AUTO CLINIC	REPAIR & MAINTENANCE - VEHICLES	939-000	301	1,240.65
07/09/2026	PAYAB	127435	DTE ENERGY	06/01/2026 - 06/30/2026	921-000	448	6,274.50

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
07/09/2026	PAYAB	127437	KJ ART LLC	FACE PAINTING - M.P. KIDS FEST.	880-000	751	200.00
07/09/2026	PAYAB	127438	LAFONTAINE CHRYSLER DODGE JEEP RAM REPAIR & MAINTENANCE - VEHICLES		939-000	301	247.50
07/09/2026	PAYAB	127445#	OAKLAND COUNTY LEGAL NEWS	PRINTING & PUBLISHING PUBLIC ACCUR AUG	900-000	262	97.00
				PRINTING & PUBLISHING PRIMARY AUG 4TH	900-000	262	337.00
				LEGAL AD AUTO AUCTION	728-000	301	475.00
				CHECK PAYAB 127445 TOTAL FOR FUND			909.00
07/09/2026	PAYAB	127447	PITNEY BOWES G.F.S. LLC	03/29/2026 - 06/28/2026	941-000	218	490.53
07/09/2026	PAYAB	127449	PROSCAPE L.L.C.	REPAIR & MAINTENANCE - GROUNDS	931-000	441	390.00
07/09/2026	PAYAB	127452	TARGET SOLUTIONS LEARNING, LLC	MEMBERSHIP & MAINTENANCE FEE	806-000	336	1,433.04
				MEMBERSHIP & MAINTENANCE FEE	955-000	336	1,740.00
				CHECK PAYAB 127452 TOTAL FOR FUND			3,173.04
07/09/2026	PAYAB	127453*#	TRAFFIC & PARKING CONTROL CO., LLC	SOFTWARE MAINTENANCE	937-000	301	3,000.00
07/09/2026	PAYAB	127454#	WEX BANK	GAS AND OIL	732-000	172	199.34
				GAS AND OIL	732-000	301	3,127.59
				GAS AND OIL	732-000	336	272.72
				GAS AND OIL	732-000	371	253.81
				GAS AND OIL	732-000	441	1,074.06
				CHECK PAYAB 127454 TOTAL FOR FUND			4,927.52
07/13/2026	PAYAB	127456	WHISKEY ENTERTAINMENT	SUMMER CONCERT - 07/15/2026	880-000	751	800.00
				Total for fund 101 GENERAL FUND			152,615.64

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR ROAD FUND							
06/18/2026	PAYAB	127343	A & R SEALCOATING, INC.	DOWNTOWN RESTRIPIING	805-000	462	2,500.00
07/02/2026	PAYAB	127417	ROAD COMMISSION OAKLAND CTY	MAY SIGNAL MAINTENANCE	802-000	474	1,634.30
07/09/2026	PAYAB	127428*	AJAX MATERIALS CORPORATION	UPM COLD PATCH	930-000	462	126.42
07/09/2026	PAYAB	127443*	NATIONAL TRANSPORTATION SAFETY	2026 MEMBERSHIP DUES	806-000	482	1,288.50
				Total for fund 202 MAJOR ROAD FUND			5,549.22

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL ROAD FUND							
07/09/2026	PAYAB	127428*	AJAX MATERIALS CORPORATION	UPM COLD PATCH	930-000	462	294.98
07/09/2026	PAYAB	127443*	NATIONAL TRANSPORTATION SAFETY	2026 MEMBERSHIP DUES	806-000	482	1,288.50
				Total for fund 203 LOCAL ROAD FUND			1,583.48

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY							
06/10/2026	PAYAB	127339	MCSWEENEY ELECTRIC	ELECTRICAL WORK - 323 E. WALLED LAKE	880-000	729	3,670.00
06/18/2026	PAYAB	127354*#	BOSS ENGINEERING	DDA MTG ATTENDANCE	820-000	729	800.00
				WALLED LAKE SIDEWALK PROJECT	820-000	729	168.75
				CHECK PAYAB 127354 TOTAL FOR FUND			968.75
06/25/2026	PAYAB	127381*#	DTE ENERGY	05/15/2026 - 06/15/2026	921-000	729	35.92
				05/14/2026 - 06/12/2026	921-000	729	18.93
				05/14/2026 - 06/12/2026	921-000	729	25.25
				05/14/2026 - 06/12/2026	921-000	729	13.21
				05/14/2026 - 06/12/2026	921-000	729	37.74
				05/14/2026 - 06/12/2026	921-000	729	34.34
				05/14/2026 - 06/12/2026	921-000	729	35.38
				05/14/2026 - 06/12/2026	921-000	729	19.81
				05/14/2026 - 06/12/2026	921-000	729	24.21
				05/14/2026 - 06/12/2026	921-000	729	53.12
				05/14/2026 - 06/12/2026	921-000	729	47.12
				05/14/2026 - 06/12/2026	921-000	729	50.64
				CHECK PAYAB 127381 TOTAL FOR FUND			395.67
06/25/2026	PAYAB	127394*#	VISA WALLED LAKE SCHOOL EMP FCU	DDA DTE ELECTRICAL WORK	880-000	729	350.65
07/06/2026	PAYAB	127425	WALLED LAKE CIVIC FUND CORP	SUMMER FESTIVAL 2026	880-000	729	19,511.43
				Total for fund 248 DOWNTOWN DEVELOPMENT AUTHORITY			24,896.50

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 265 DRUG FORFEITURE FUND							
07/02/2026	PAYAB	127397	ALL TRAFFIC SOLUTIONS INC.	MINOR MACH. & EQUIPMENT PURCHASE			** VOIDED **
07/02/2026	PAYAB	127402*#	DAN'S AUTO CLINIC	REPAIR & MAINTENANCE - VEHICLES	939-000	309	1,735.76
				REPAIR & MAINTENANCE - VEHICLES	939-000	309	839.44
				CHECK PAYAB 127402 TOTAL FOR FUND			<u>2,575.20</u>
07/02/2026	PAYAB	127408	LAFONTAINE CHRYSLER DODGE JEEP RAM	REPAIR & MAINTENANCE - VEHICLES	939-000	309	1,699.60
07/09/2026	PAYAB	127434	DELL MARKETING LP	COMPUTER & RELATED HARWARE PURCHASES	780-000	308	1,473.55
07/09/2026	PAYAB	127453*#	TRAFFIC & PARKING CONTROL CO., LLC	MINOR MACH. & EQUIPMENT PURCHASE	785-000	308	4,612.91
				Total for fund 265 DRUG FORFEITURE FUND			10,361.26

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
06/10/2026	PAYAB	127332*#	ARMOREX	OFFICE SUPPLIES	727-000	790	32.45
06/18/2026	PAYAB	127346*#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	727-000	790	220.52
				OFFICE SUPPLIES	727-000	790	317.64
				LIBRARY MEDIA	783-000	790	58.64
				LIBRARY MEDIA	783-000	790	11.54
				CHECK PAYAB 127346 TOTAL FOR FUND			608.34
06/18/2026	PAYAB	127348*#	ARMOREX	OFFICE SUPPLIES	727-000	790	92.58
06/18/2026	PAYAB	127356	COMPTON PRESS INDUSTRIES	PRINTING & PUBLISHING	900-000	790	1,133.48
06/18/2026	PAYAB	127360	EDUCATE STATION LLC	07/01/2026 - 06/30/2027	937-000	790	200.00
06/18/2026	PAYAB	127365*#	POSTMASTER	POSTAGE PERMIT #3	730-000	790	1,500.00
06/18/2026	PAYAB	127369*#	TOSHIBA FINANCIAL SERVICES	RENTALS & LEASES - OFFICE EQUIPMENT	941-000	790	317.68
06/25/2026	PAYAB	127375*#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	727-000	790	19.98
				OPERATING SUPPLIES & MATERIALS	728-000	790	101.98
				COMPUTER & RELATED HARWARE PURCHASES	780-000	790	658.60
				CHECK PAYAB 127375 TOTAL FOR FUND			780.56
06/25/2026	PAYAB	127376*#	ARMOREX	OFFICE SUPPLIES	727-000	790	25.34
06/25/2026	PAYAB	127380	CONSUMERS ENERGY	05/13/2026 - 06/11/2026	922-000	790	27.14
06/25/2026	PAYAB	127381*#	DTE ENERGY	05/15/2026 - 06/15/2026	921-000	790	228.13
06/25/2026	PAYAB	127387	NEUTRON INDUSTRIES	OPERATING SUPPLIES & MATERIALS	728-000	790	427.85
06/25/2026	PAYAB	127390	SCHOLASTIC INC.	PROGRAM EXPENSES	737-000	790	258.26
06/25/2026	PAYAB	127391	SIPES, TIM	CUSTODIAL MAINTENANCE SUPPLIES/SERVICE	728-000	790	585.00
06/25/2026	PAYAB	127393*#	ULTRABRIGHT WINDOW CLEANING	WINDOW CLEANING	728-000	790	95.00
06/25/2026	PAYAB	127396*#	WATER RESOURCE COMMISSIONER	03/17/2026 - 06/16/2026	923-000	790	287.66
07/02/2026	PAYAB	127398*#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	727-000	790	

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
07/02/2026	PAYAB	127413*#	MMRMA	M0000837 - INSTALLMENT	823-000	790	4,501.44
				R0000837 - INSTALLMENT	823-000	790	1,050.00
				CHECK PAYAB 127413 TOTAL FOR FUND			5,551.44
07/02/2026	PAYAB	127422	VISA WALLED LAKE SCHOOL EMP FCU	OPERATING SUPPLIES & MATERIALS	728-000	790	905.92
				PROGRAM EXPENSES	737-000	790	640.00
				DEPOSIT - PROGRAM EXPENSES	737-000	790	240.00
				PROGRAM EXPENSES	737-000	790	25.31
				PROGRAM EXPENSES	737-000	790	316.00
				SOFTWARE MAINTENANCE	937-000	790	16.66
				CHECK PAYAB 127422 TOTAL FOR FUND			2,143.89
07/09/2026	PAYAB	127436	INGRAM LIBRARY SERVICES	LIBRARY MEDIA	783-000	790	11.99
				LIBRARY MEDIA	783-000	790	64.71
				LIBRARY MEDIA	783-000	790	156.77
				LIBRARY MEDIA	783-000	790	8.44
				LIBRARY MEDIA	783-000	790	48.06
				LIBRARY MEDIA	783-000	790	11.33
				LIBRARY MEDIA	783-000	790	10.25
				LIBRARY MEDIA	783-000	790	25.83
				LIBRARY MEDIA	783-000	790	149.89
				LIBRARY MEDIA	783-000	790	8.63
				LIBRARY MEDIA	783-000	790	9.17
				LIBRARY MEDIA	783-000	790	31.31
				LIBRARY MEDIA	783-000	790	22.12
				LIBRARY MEDIA	783-000	790	9.71
				LIBRARY MEDIA	783-000	790	16.20
				LIBRARY MEDIA	783-000	790	9.71
				LIBRARY MEDIA	783-000	790	108.49
				LIBRARY MEDIA	783-000	790	10.25
				LIBRARY MEDIA	783-000	790	46.06
				LIBRARY MEDIA	783-000	790	52.86
				LIBRARY MEDIA	783-000	790	22.67
				LIBRARY MEDIA	783-000	790	10.79
				LIBRARY MEDIA	783-000	790	15.11
				LIBRARY MEDIA	783-000	790	6.39
				LIBRARY MEDIA	783-000	790	17.27
				LIBRARY MEDIA	783-000	790	10.79
				LIBRARY MEDIA	783-000	790	15.49
				LIBRARY MEDIA	783-000	790	15.49

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
				LIBRARY MEDIA	783-000	790	37.66
				LIBRARY MEDIA	783-000	790	49.73
				LIBRARY MEDIA	783-000	790	9.17
				LIBRARY MEDIA	783-000	790	48.06
				LIBRARY MEDIA	783-000	790	10.25
				LIBRARY MEDIA	783-000	790	16.66
				LIBRARY MEDIA	783-000	790	128.56
				LIBRARY MEDIA	783-000	790	31.83
				LIBRARY MEDIA	783-000	790	59.24
				LIBRARY MEDIA	783-000	790	32.94
				LIBRARY MEDIA	783-000	790	16.20
				LIBRARY MEDIA	783-000	790	29.13
				LIBRARY MEDIA	783-000	790	16.74
				LIBRARY MEDIA	783-000	790	21.15
				LIBRARY MEDIA	783-000	790	17.28
				LIBRARY MEDIA	783-000	790	111.75
				LIBRARY MEDIA	783-000	790	9.74
				LIBRARY MEDIA	783-000	790	44.88
				LIBRARY MEDIA	783-000	790	18.90
				LIBRARY MEDIA	783-000	790	32.40
				CHECK PAYAB 127436 TOTAL FOR FUND			1,683.24
07/09/2026	PAYAB	127440	LIBRARY IDEAS, LLC	COMPUTER & RELATED HARWARE PURCHASES	780-000	790	629.95
07/09/2026	PAYAB	127442	MIDWEST TAPE	LIBRARY MEDIA	783-000	790	673.22
				LIBRARY MEDIA	783-000	790	597.07
				LIBRARY MEDIA	783-000	790	56.23
				LIBRARY MEDIA	783-000	790	109.46
				LIBRARY MEDIA	783-000	790	313.38
				LIBRARY MEDIA	783-000	790	148.43
				CHECK PAYAB 127442 TOTAL FOR FUND			1,897.79
				Total for fund 271 LIBRARY FUND			18,515.77

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 570 REFUSE FUND							
06/18/2026	PAYAB	127366	RESOURCE RECOVERY AND RECYCLING	MAY HHW APPOINTMENTS	827-000	528	66.00
06/24/2026	PAYAB	127374	RESOURCE RECOVERY AND RECYCLING	HHW COLLECTION EVENT 05/16/2026	827-000	528	504.00
07/02/2026	PAYAB	127416	RESOURCE RECOVERY AND RECYCLING	QTR 2 TIP FEES	827-000	528	2,626.50
07/09/2026	PAYAB	127448	PRIORITY WASTE, LLC	REFUSE, RECYCLING & WASTE SERVICES	827-000	528	34,175.96
07/09/2026	PAYAB	127450	RESOURCE RECOVERY AND RECYCLING	JUNE HHW APPOINTMENTS	827-000	528	264.00
Total for fund 570 REFUSE FUND							37,636.46

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER AND SEWER FUND							
06/18/2026	PAYAB	127364	INNOVATIVE MARKETING SERVICES	2025 WATER QUALITY REPORT	900-000	537	1,858.06
06/25/2026	PAYAB	127381*#	DTE ENERGY	05/15/2026 - 06/15/2026	921-000	537	21.59
				05/15/2026 - 06/15/2026	921-000	537	43.29
				05/15/2026 - 06/15/2026	921-000	538	18.01
				CHECK PAYAB 127381 TOTAL FOR FUND			82.89
07/02/2026	PAYAB	127413*#	MMRMA	M0000837 - INSTALLMENT	823-000	265	30,759.84
				R0000837 - INSTALLMENT	823-000	265	7,175.00
				CHECK PAYAB 127413 TOTAL FOR FUND			37,934.84
				Total for fund 592 WATER AND SEWER FUND			39,875.79

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 701 TRUST AND AGENCY FUND							
06/10/2026	PAYAB	127338*#	MCKENNA ASSOCIATES INC	1324 S COMMERCE	264-033	000	787.50
06/18/2026	PAYAB	127354*#	BOSS ENGINEERING	14 MI & DECKER PLN RVW	264-008	000	167.90
				STA MANAGE - 14 & DECKER	264-012	000	237.10
				SHORELINE	264-019	000	540.00
				BP - CESO INC SITE VISITS	264-025	000	2,826.00
				84 LUMBAR CO. HYDRANT	264-028	000	776.25
				CHECK PAYAB 127354 TOTAL FOR FUND			<u>4,547.25</u>
06/25/2026	PAYAB	127378	BOSS ENGINEERING	PC321 - 750 N PONTIAC TRAIL	263-012	000	1,500.00
06/25/2026	PAYAB	127384*#	MCKENNA ASSOCIATES INC	1324 S COMMERCE MAY SERVICES	264-033	000	318.75
07/02/2026	PAYAB	127412	MICHIGAN DEPT OF TREASURY	PILOT PAYMENT	277-000	000	42,569.38
07/02/2026	PAYAB	127415	OAKLAND COUNTY TREAS CASH BLDG 12	PILOT PAYMENT	277-000	000	12,253.27
07/02/2026	PAYAB	127423	WALLED LAKE CONSOLIDATED SCHOOLS	PILOT PAYMENT	277-000	000	5,245.80
07/09/2026	PAYAB	127439	LAKE WINDS NORTH	REFUND LAKE WINDS NORTH	264-022	000	1,500.00
07/09/2026	PAYAB	127441	MANDO CONSTRUCTION	REFUND 1434 APPLEFORD	269-001	000	1,000.00
07/09/2026	PAYAB	127444	OAKLAND COUNTY	MOBILE HOME TAX - JULY 25 - JUNE 26	222-004	000	3,812.50
07/09/2026	PAYAB	127446	PILLAR CONSTRUCTION COMPANY LLC	PILLAR CONST - 700 N PONTIAC TRL REFUND	264-030	000	573.25
07/09/2026	PAYAB	127451	RTI PROPERTY MANAGEMENT	SHORELINE REFUND	264-019	000	3,800.00
07/09/2026	PAYAB	127455	ZARA GRILL	ZARA GRILL 1186 E WEST MAPLE REFUND	264-021	000	716.25
				Total for fund 701 TRUST AND AGENCY FUND			78,623.95

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 705 ACCRUED INSURANCE LIABILITIES							
06/18/2026	PAYAB	127352*	BLUE CARE NETWORK	JULY PAYMENT	231-016	000	19,438.97
07/02/2026	PAYAB	127414*#	MUTUAL OF OMAHA	JULY PAYMENT	231-017	000	1,370.54
				JULY PAYMENT	231-019	000	2,109.21
				JULY PAYMENT	231-020	000	222.09
				CHECK PAYAB 127414 TOTAL FOR FUND			3,701.84
				Total for fund 705 ACCRUED INSURANCE LIABILITIES			23,140.81
			TOTAL - ALL FUNDS				392,798.88

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CITY OF WALLED LAKE

POLICE DEPARTMENT

1499 East West Maple Road
 Walled Lake, Michigan 48390
 Dispatch: (248) 624-3111 · Administration: (248) 624-3120 · Fax: (248) 960-8898
www.walledlake.com

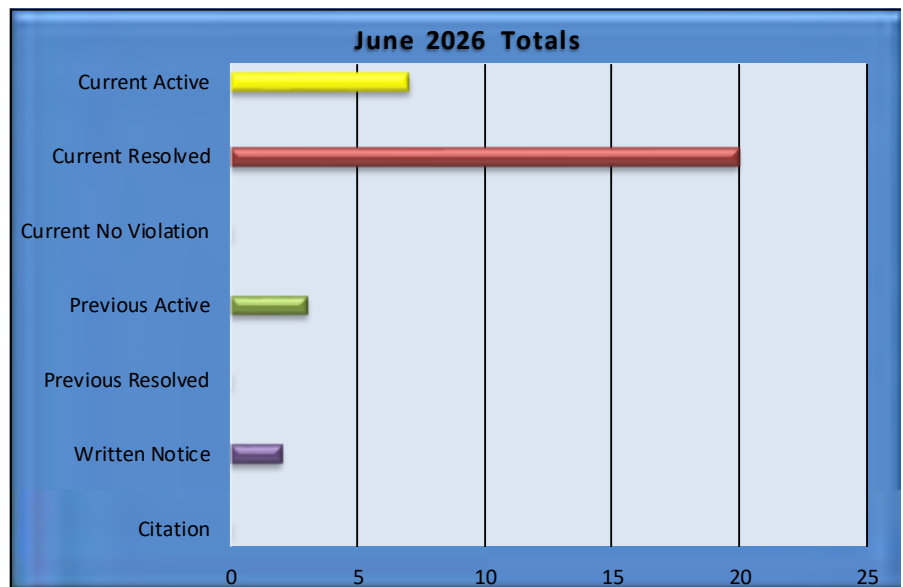


Code Enforcement Monthly Status Report

June 2026

Category	Current Month Active	Current Month Resolved	Current Month No Violation	Previous Months Active	Previous Months Resolved	Total Category	Written Notice
Blight	1	2	0	0	0	3	2
Junk Cars	0	0	0	0	0	0	
Noxious Weeds/Grass	2	13	0	0	0	15	Citation
Property Maintenance	0	1	0	0	0	1	0
Stop Work	1	0	0	0	0	1	
Unsafe Property Conditions	2	1	0	2	0	5	
Working w/o a Permit	1	0	0	0	0	1	
Zoning Violation	0	3	0	1	0	4	
Totals	7	20	0	3	0	30	

Totals	
Current Active	7
Current Resolved	20
Current No Violation	0
Previous Active	3
Previous Resolved	0
Written Notice	2
Citation	0



Serving the Community

Code Enforcement Monthly Status Report

June 2026

Current Month Events	Date	Active	Resolved	No Violation	Written Notice	Citation
1422 Crimson Way/Mold Issues (Due 08/01/2026)	06/01/26	1				
435 Northport/Tall Grass	06/01/26		1			
1135 Quinif/Tall Grass (City Service Cut)	06/03/26		1			
1149 Eddie/Continuous Garage Sales	06/07/26		1			
7-11 Site/Tall Grass	06/08/26		1			
850 Ladd (A)/Tall Grass	06/11/26					
1155 Sigma/Tall Grass	06/11/26		1		1	
141 E Walled Lake/Junk in Alley	06/11/26		1		1	
426 E Walled Lake/Tall Grass	06/11/26		1			
1198 Sigma/Tall Grass	06/14/26		1			
595 W Walled Lake/Dangerous Tree	06/15/26		1			
217 Hillcroft/Gravel, Boats, Junk in Yard	06/15/26	1				
430 Nicolet/Tall Grass	06/15/26		1			
584 E walled lake/Tall Grass	06/15/26		1			
566 E Walled Lake/Tall Grass	06/15/26		1			
561 E Walled Lake/Construction Equipment Near Lake	06/15/26		1			
142 E Walled Lake/Junk along Fence	06/15/26		1			
Decker/Meadowridge//Tall Grass	06/17/26		1			
Chancellor Park Townhomes/Tall Grass	06/22/26	1				
265 Arvida/Feeding Wild Animals	06/22/26		1			
725 E Walled Lake/Dumpster falling Apart	06/22/26		1			
1237 E West Maple/Tall Grass	06/29/26		1			
1215 Decker/Tall Overgrowth against the Fence	06/29/26		1			
1272 E West Maple/Tall Grass		1				
995 N Pontiac Trail/Tall Grass	06/29/26		1			
719 E Walled Lake/Unsafe Conditions	06/29/26	1				
1619 Wimbleton/Work w/o Permits (Stop Work)	06/29/26	1				

Previous Months Active Events	Date	Active	Resolved	Written Notice	Citation
410 Decker/Unsafe Residence- Condemned	01/26/26	1			
464 Sparks Ln/Structure Fire- Condemned	03/02/26	1			
900 Ladd/Unauthorized Business- Posted Closed	05/13/26	1			

Serving the Community

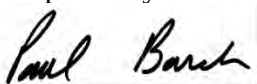
Code Enforcement Monthly Status Report June 2026

Current Month Details	Date
City-wide/Sign Pickup	06/03/26
7-11 Construction Site/SESC Inspection - Ok	06/03/26
Boat Sticker Enforcement-Police Boat Patrol	06/03/26
1909 Appleford/Follow up Re: Truck in Driveway	06/07/26
City-wide/Sign Pickup	06/08/26
FOIA Request-Babaei	06/11/26
Boat Sticker Enforcement-Research	06/15/26
City-wide/Sign Pickup	06/18/26
City-wide/Sign Pickup	06/20/26
City-wide/Sign Pickup	06/21/26
7-11 Construction Site/SESC Inspection - Ok	06/21/26
City-wide/Sign Pickup	06/28/26
7-11 Construction Site/SESC Inspection - Ok	06/28/26

Inactive Events (Watching)	Start Date	Inactive	Total
1704 E West Maple/Parking Lot in Disrepair	03/25/25	10/09/25	1
1909 Appleford/Unauthorized Trucks in Drive(Due 07/01/26)	10/02/25	11/24/25	

Active/Cleared Percentage			
Cases	Active	Cleared	Pct.
30	10	20	67%

Respectfully Submitted,



Paul Barch
Code Enforcement Officer

Serving the Community



OFFICE OF THE CITY ATTORNEY
CITY OF WALLED LAKE, MICHIGAN

L. DENNIS WHITT
CITY MANAGER

VAHAN VANERIAN, ESQ.
CITY ATTORNEY

1499 E. WEST MAPLE
WALLED LAKE, MI 48390
(248) 624-4847
yvanerian@walledlake.com

July 15, 2026

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

Re: *Open Meetings Act: Electronic Meeting Attendance*

Dear Members of Council:

Since the onset of the COVID pandemic in 2020, there have been several changes to the Open Meetings Act pertaining to the holding of electronic meetings and attending meetings remotely by both the public and members of a public body. The circumstances, allowances and time periods for holding and attending public meetings electronically have varied significantly during this time period. Section 3 of the Open Meetings Act provides for the establishment of procedures for electronic attendance at meetings¹, subject to section 3a, to accommodate the absence of any member of a public body due to military duty, a medical condition, or a declared statewide or local state of emergency or state of disaster. Section 3a of the Open Meetings Act contains further provisions for the holding of electronic meetings and was most recently amended by Public Act No. 54 of 2025 which became effective March 24, 2026.

Under the current effective provisions of section 3a(1)(c), after December 31, 2021, a meeting of a public body may be held electronically or by video conferencing, in whole or in part, only to accommodate members absent due to military service, subject to several enumerated exceptions that don't apply to regular city council meetings. As written, this provision could arguably be interpreted to mean that the meeting itself may be held electronically, rather than in person, to accommodate the absence of a member due to military service while not necessarily precluding electronic attendance at a live in person meeting by members absent for other statutorily permissible reasons such as a medical condition. Notably, sub paragraph (8) of section 3a states as follows:

(8) At a meeting held under this section that accommodates members absent due to military duty or a medical condition, only those members absent due to military duty or a medical condition may participate remotely. Any member who is not on military duty or does not have a medical condition must be physically present at the meeting to participate.

Alternatively, section 3a(1)(c) could be interpreted to mean that members of a public body may only attend a meeting remotely when absent due to military service. The courts have yet to provide further guidance on this interpretive issue. If a member of a public body attends a meeting remotely, the member must state at the outset of the meeting that they are attending remotely and the location from which they are attending remotely.

¹The city implemented the statutorily required procedures for electronic meetings pursuant to Resolution 2020-39

The OMA contains a rebuttable presumption that all decisions of a public body have been adopted in compliance with the requirements of the Act, however, any person may commence a civil action in circuit court to challenge the validity of a decision of a public body allegedly made in violation of the Act. *MCL 15.270(1)*. Consequently, all decisions of a public body are presumptively valid and compliant with the OMA absent a court determination that an action was procedurally non-compliant with OMA requirements. Further, a decision may be invalidated if the court finds the non-compliance or failure to give required public notice interferes with substantial compliance with the Act and the non-compliance or failure has impaired the rights of the public. *MCL 15.270(2)*. A public body may re-enact and cure any OMA defect regarding a decision invalidated by the courts due to non-compliance with the OMA provided the re-enactment conforms with the requirements of the OMA. *MCL 15.270(5)*.

Recommendation

Other than absence due to military duty or a medical condition that materially impairs a member of a public body from attending a meeting in person or places others at risk of infection, it is recommended that members of city public bodies refrain from participating in meetings of the public body remotely. Members absent for reasons other than military duty or a medical condition may watch and observe any meeting remotely as a member of the public provided they do not actively participate as a member of the public body upon which he/she serves. For further discussion of Open Meetings Act requirements and compliance, I refer you to my December 1, 2025, correspondence to Council providing a general overview of the Open Meetings Act.

Respectfully,

Vahan C. Vanerian

Vahan Vanerian, Esq.
City Attorney



OFFICE OF THE CITY ATTORNEY
CITY OF WALLED LAKE, MICHIGAN

L. DENNIS WHITT
CITY MANAGER

VAHAN VANERIAN, ESQ.
CITY ATTORNEY

1499 E. WEST MAPLE
WALLED LAKE, MI 48390
(248) 624-4847
yvanerian@walledlake.com

December 1, 2025

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

Re: *Open Meetings Act*

Dear Members of Council:

For the benefit of the City's new council members, and as a refresher to tenured council members, below is an informational overview of pertinent requirements arising under the Open Meetings Act, *MCL 15.261, et seq.* ("OMA").

Open Meetings Requirements

Pursuant to Section 3 of the OMA, all meetings of a public body shall be open to the public and held in a place available to the general public. *MCL 15.263(1)*. The OMA does not require a public body to adjourn a meeting to a larger room, but the public body should exercise reasonable efforts to accommodate the number of people who are reasonably expected to attend a meeting. *Op. Atty. Gen 1977, No.5183*. A person shall be permitted to attend and address a meeting of a public body subject to reasonable rules and regulations adopted by the public body to minimize the possibility of disruption. *MCL 15.263(1)(5)*. Reasonable rules and regulations include control over the length of time that a person may address a public meeting, designation of the time for public participation during a certain part of the agenda and requiring the speaker to identify himself or herself prior to speaking. *Lysogorski v Charter Twp. of Bridgeport*, 256 Mich App 297 (2003). However, a public body shall not require a person to register or identify themselves as a condition to merely *attending* a meeting. *MCL 15.263 (4)*. The right to attend a meeting includes the right to record, video tape or broadcast a meeting subject to reasonable rules and regulations intended to minimize disruption of the meeting. *MCL 15.263 (1)*. Members of a Public Body may, at their discretion, answer questions posed during public comment that can be simply answered, but there is no obligation or duty under the OMA to answer or respond to questions imposed by members of the public at an open meeting. Debate with members of the public during the public comment session is generally discouraged because it usually disrupts the orderly conduct of the meeting.

All decisions and deliberations of a public body constituting a quorum of its members shall take place at a meeting open to the public unless an applicable exception arising under the Act applies. *MCL 15.263(2)(3)*. "Public Body" means any state or local legislative or governing body, including a board, commission, committee, sub-committee, authority or council empowered to exercise governmental authority or perform a governmental function. *MCL 15.262(a)*. "Meeting" means the convening of a public body at which a quorum is present for the purpose of deliberating toward or rendering a decision on a public policy. *MCL 15.262(b)*. Generally, the OMA does not apply to social or chance gathering or conferences where a quorum of a public body is present provided the members refrain from engaging in discussion or deliberations

toward rendering a decision on public policy. *Op. Atty. Gen 1977, No.5183*. In rare cases, the courts have found OMA violations by sub-quorum groups convened with the express intent of avoiding the OMA.

The OMA defines a “decision” as a determination, action, vote, or disposition on a motion, proposal, recommendation, resolution, order, ordinance, bill or measure on which a vote by members of a public body is required and by which a public body effectuates or formulates public policy. *MCL 15.262(d)*. All decisions of a public body must be made at an open meeting. *Atty. Gen. Op. No. 6817, 1994*. OMA exceptions, which authorize closed sessions on certain enumerated topics, apply only to discussions and deliberations. *Id.*

Each public body shall keep minutes of each meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting. *MCL 15.269*.

OMA Exceptions

Pursuant to Section 8 of the Open Meetings Act, *MCL 15.268*, a public body may meet in closed session for the following purposes:

- (a) To consider the dismissal, suspension, or discipline of, or to hear complaints and charges brought against, or to consider a periodic personnel evaluation of a public officer, employee, or staff member, if the named person requests a closed session.
- (b) To consider discipline of a student at a public school, if the student’s parents or guardian request a closed session.
- (c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement, if requested by either party.
- (d) To consider the purchase or lease of real property.
- (e) To consult with an attorney regarding trial or settlement strategy in connection with specific litigation, if discussion at an open meeting would have a detrimental financial effect upon the public body’s litigation or settlement position.
- (f) To review or consider the contents of an application for employment or appointment to public office, if the candidate requests that the application remain confidential, provided all interviews must be held in an open meeting.
- (g) Partisan caucuses of the state legislature.
- (h) To consider material otherwise exempt from discussion or disclosure by state or federal statute. This exemption includes, but is not limited to, confidential attorney client legal opinions and recommendations.
- (i) For a compliance conference by the Michigan Department of Commerce.
- (j) To a limited extent, in the process of searching for and selecting a president for an institution of higher education.

Except as provided by the OMA, a public body is prohibited from meeting in closed session for any other purpose. The OMA requires a two-thirds roll call vote of members elected or appointed and serving to call a closed session, except for closed sessions referenced under subparagraphs (a), (b), (c), (g), (i) and (j). As stated above, OMA exceptions, which authorize closed sessions on certain enumerated topics, only apply to discussions and deliberations, not decisions. Permitted closed session discussions and deliberations, including minutes of the same, are **not** subject to public disclosure. *MCL 15.267(2), MCL 15.268*. The OMA requires a separate set of minutes for a closed session. Closed session minutes must reflect the date, time, place, members present and absent, and purpose of the closed session. *Atty. Gen. Op. No. 6817*. Minutes of a closed session may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved. *MCL 15. 267(b)*. Closed session minutes may only be

disclosed if required by court order in a civil action filed under *MCL 15.270*, *MCL 15.271* or *MCL 15.273*. *Atty. Gen. Op. No. 6353*.

OMA Violations/Remedies

The OMA contains a rebuttable presumption that all decisions of a public body have been adopted in compliance with the requirements of the Act, however, any person may commence a civil action in circuit court to challenge the validity of a decision of a public body made in violation of the Act. *MCL 15.270(1)*. A decision made by a public body in violation of the Act may be invalidated. Further, a decision may be invalidated if the court finds the non-compliance or failure to give required public notice interferes with substantial compliance with the Act and the non-compliance or failure has impaired the rights of the public. *MCL 15.270(2)*. An action to invalidate a decision made in violation of the OMA must be commenced within 60 or 30 days (depending on the nature of the decision) after the approved minutes are made available to the public. *MCL 15.270(3)*. A public body may re-enact a decision invalidated due to non-compliance with the OMA provided the re-enactment conforms with the requirements of the OMA. *MCL 15.270(5)*.

Moreover, a public official who intentionally violates the OMA (i.e. subjectively desires to violate the OMA or with knowledge that the public official is committing an act violative of the OMA) is guilty of a misdemeanor punishable by a fine of not more than \$1,000.00 for a first offense. *MCL 15.272(1)*.

As indicated above, this correspondence is intended to provide a general overview of OMA requirements for general informational purposes only. In the event a specific issue concerning OMA compliance should arise in the future, upon request I will provide additional fact and situation specific legal recommendations based on judicial opinions concerning similar cases and similar issues.

Respectfully,

Vahan C. Vanerian

Vahan Vanerian, Esq.
City Attorney

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION APPROVING THE PURCHASE OF A NEW
2026 FORD E-450 AMBULANCE

RESOLUTION 2026-19

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 July 2026 at 7:30 p.m.

WHEREAS, as part of the Public Safety Vehicle maintenance plan, used fire department ambulances are rotated out of primary ambulance operations every ten years, resulting in a decrease of maintenance costs and down time; and

WHEREAS, the purchased vehicle will be replacing one 2016 Ford F-450 Ambulance currently with mileage recorded at 51,071 and 7,048 engine hours.

WHEREAS, vehicle purchase bids were obtained by staff from three sources for replacement:

Arrow Ambulances 2026 E-450 new build (12-month build time frame)	\$ 257,900.00
R.S.V.P Specialty Vehicles 2026 E-450 remount (9-month build time frame)	\$ 205,368.00
Ambulance Network 2026 Bruan E-450 remount (Ambulance is available for immediate delivery)	\$197,000.00

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

Section 1. Council approves purchase of one (1) new 2026 Bruan Ford E-450 ambulance from general funds capital.

Section 2. Council awards the bid of purchase to Ambulance Network as presented in the best interest of the City.

Section 3. Council accepts the sole source bid from Stryker Equipment for purchase and installation of the necessary emergency equipment (patient cot and load system) from general funds capital in the amount \$46,684.25.

Section 4. Council accepts the sole source bid from Bound Tree Medical for purchase of the necessary emergency equipment (ARM Automated Chest Compression Device) from general funds capital in the amount \$26,000.00.

Section 5. Council accepts the sole source bid from Majik Graphics. Wrap - both the cab and the box: Graphics - typical striping, lettering, emblems, star of life and rear chevrons: \$7,787.50

Section 6. Total cost with vehicle and miscellaneous equipment: \$277,471.25 coming in under the \$300,000.00 budget.

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

RICHARD GUNTHER
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION AUTHORIZING BOSS ENGINEERING TO
UPDATE THE CITY'S 2017 WATER RELIABILITY STUDY
PER EGLE'S REQUEST

Proposed RESOLUTION 2026-20

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 July 2026 at 7:30 p.m.

WHEREAS, the City of Walled Lake desires to maintain a reliable and efficient public water distribution system and ensure continued compliance with the requirements of the Michigan Department of Environment, Great Lakes, and Energy (EGLE); and

WHEREAS, the City's existing Water Reliability Study was completed in 2017 and requires updating to reflect current water system conditions, flow data, and future system needs; and

WHEREAS, Boss Engineering Company has proposed to obtain flow meter readings from the Great Lakes Water Authority (GLWA) and the Oakland County Water Resources Commissioner's Office (OCWRC), update the City's existing computerized water system model, and prepare an updated Water Reliability Study; and

WHEREAS, the updated study will be submitted to the City, Oakland County Water Resources Commissioner's Office, and the Michigan Department of Environment, Great Lakes, and Energy (EGLE), and will identify areas of concern, system deficiencies, and recommendations for future water system improvements and replacements; and

WHEREAS, Boss Engineering has submitted a proposal for Civil Engineering services to update the water reliability study and further proposes to provide said services for a price not to exceed \$18,000.

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

Section 1. Council authorizes Boss Engineering to perform the services to update the City's 2017 Water Reliability Study in accordance with the scope of work presented. (Attachment A.).

Section 2. Council hereby approves the Boss Engineering Civil Engineering services proposal not to exceed \$18,000 for updating the Water Reliability Study.

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

RICHARD GUNTHER
Mayor



3121 E. Grand River Howell, MI 48843
517.546.4836 fax 517.548.1670
www.bosseng.com

June 30, 2026

Ms. Chelsea Pesta
Finance Director/Deputy Treasurer
1499 E. West Maple Road
Walled Lake, Michigan 48390

Re: Proposal for Civil Engineering Services, Water Reliability Study Update

Dear Ms. Pesta,

Thank you for the opportunity to provide this proposal. Based on our discussion and the Michigan Department of Environment, Great Lakes and Energy (EGLE) requirement of submittal of the Water Reliability Study, following is our proposed scope of services and associated fee:

Boss Engineering will obtain Great Lakes Water Authority and County Water Resources Commissioner flow meter readings and update the existing computer modeling network with the current flow data. The new model results along with a written update to the 2017 Water Reliability Study will be provided to the City, County and the Michigan Department of Environment, Great Lakes and Energy. The plan will identify any areas of concern, deficiencies and recommendations for water system work.

The contents of the study will include the following:

- a. Executive Summary
- b. Introduction
- c. Existing Water System
- d. Population and Water Demand
- e. Model Development and Results of Existing Conditions
- f. Future Conditions
- g. Recommended System Improvements and/or Replacements.
- h. Conclusions and Recommendations

Services will include coordination with the City, Oakland County Water Resources Commissioner's Office (OCWRC), and EGLE as required.

Our fixed fee for the above scope of work is \$18,000.

Ms. Chelsea Pesta
City of Walled Lake
June 15, 2026
Page 2 of 2

Thank you again for this opportunity and we look forward to working with you. If you have any questions, please feel free to contact me.

Very truly yours,

BOSS ENGINEERING COMPANY



Bradd Maki P.E.
Sr. Project Manager



Brent LaVanway P.E.
Director of Engineering

BWL/bwl & BDM

cc: k:\docs\proposals\E8800walledlakewaterreliability-final.doc & under G:\E8800\docx

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION APPROVING THE PURCHASE OF TWO NEW
2027 DODGE DURANGO POLICE PACKAGE PATROL
VEHICLES

RESOLUTION 2026-21

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 July 2026 at 7:30 p.m.

WHEREAS, as part of the Public Safety Vehicle fleet maintenance plan, used police vehicles are rotated out of operations every three to five years, resulting in a decrease of maintenance costs and down time; and

WHEREAS, the purchased vehicles will be replacing one 2018 Dodge Charger Police Package currently with mileage recorded at 34,404, one 2020 Dodge Durango with 96,709 miles; and

WHEREAS, vehicle purchase bids were obtained by staff from three sources for replacement:

Szott M-59 Dodge	\$ 45,327.00 (Per Vehicle)
LaFontaine CDJR (Lansing)	\$ 46,083.00 (Per Vehicle)
Galeana's Dodge	\$ 46,420.00 (Per Vehicle)

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

Section 1. Council approves purchase of two (2) new 2027 Dodge Durango Police Package patrol vehicles from general funds capital and federal forfeiture funds.

Section 2. Council awards the bid of purchase to _____ as presented in the best interest of the City.

Section 3. Council accepts the sole source bid from Canfield Equipment for purchase and installation of the necessary emergency equipment from general funds capital in the amount \$15,000.00 per vehicle. If available federal forfeiture funds will be used for upfitting these vehicles.

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

RICHARD GUNTHER
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION FOR ACCEPTANCE OF BIDS AND
DETERMINATION OF AWARD APPROVED BY CITY
COUNCIL FOR THE 2026 AUCTION AND TO AUTHORIZE
THE SALE OF SAID ITEMS

RESOLUTION 2026-22

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 Road, Walled Lake, Michigan 48390 on the 21st day of July at 7:30 p.m.

WHEREAS, Section 2.1 the city and its officers shall have the power to exercise all municipal powers in the management and control of municipal property and to do any act to advance the interest of the city, the good government, and the prosperity of the municipality, and its inhabitants; and

WHEREAS, the city held an auction and received sealed bids on various items including used vehicles and miscellaneous public services equipment; and

WHEREAS, sealed bids were received for the following and their highest bid offering:

- | | | | |
|----|--------------------|----------|------------|
| 1. | 2018 Dodge Charger | VIN 6255 | \$8,000.00 |
| 2. | 2017 Dodge Charger | VIN 9633 | \$7,250.00 |

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

Section 1. The City Council accepts and awards the highest bidder with allowances if the highest bidder declines acceptance, the second highest bidder is then selected.

Section 2. The City Clerk is hereby authorized and directed to execute on behalf of the city any necessary title transfers.

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

RICHARD GUNTHER
Mayor

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

ORDINANCE NO. C-380-26

AN ORDINANCE TO AMEND CHAPTER 2, “ADMINISTRATION”, OF THE CITY OF WALLED LAKE CODE OF ORDINANCES, TO ADOPT A NEW ARTICLE IV “ETHICS”

THE CITY OF WALLED LAKE ORDAINS:

Section 1. Preamble.

- A. Public office and employment are public trusts. The vitality and stability of Walled Lake city government depends upon maintaining public confidence in the integrity of its elected and appointed officers and employees. Whenever conduct undermining that integrity occurs, either actual or perceived, public confidence is jeopardized.
- B. In furtherance of maintaining public confidence in the integrity of its elected and appointed officers and employees, the government of the City of Walled Lake has a duty to pronounce standards of ethical conduct which:
 - 1. Ensure public duties are forthrightly and ethically performed; and
 - 2. Inform city officials and employees of the standards which the citizenry expects them to observe.
- C. The purpose of this chapter is to publish standards of ethical conduct that are clearly established and uniformly applied. These standards will provide the public and city officials and employees with guidance and information about ethical expectations.

Section 2. Amendment of Chapter 2 “Administration” adopting a new Article IV “Ethics”

Chapter 2 “Administration” of the City of Walled Lake Code of Ordinances is hereby amended by adopting a new Article IV “ETHICS” to read as follows:

ARTICLE IV. - ETHICS

Sec. 2-246. - Purpose, Scope, and Prospective Application.

- (a) Pursuant to the legislative authority granted under Section 4.1 of the Walled Lake City Charter, this Article establishes binding ethical standards of conduct for all public officials, department heads, administrative employees, and contracted legal personnel. The purposes of this Article include adoption of an ethical code of conduct applicable to city employees and public officials as provided by this ordinance.

- (b) The provisions of this Article shall apply prospectively to all official actions, documents, agreements, public meetings, administrative determinations, and personnel conduct occurring, approved or adopted after the effective date of this Article. Adherence to these standards is a condition of employment and a prerequisite for public service. This Article shall not be construed to impair, abrogate or abridge any lawful legally binding rights, duties or obligations.

Sec. 2-247. Declaration of public policy.

It is the public policy of this city that all elected and appointed officials and employees shall construe and implement ethical standards and guidelines with sincerity, integrity and commitment so as to advance the spirit of this Article in accordance with the following guiding principles:

- A. **Public Interest.** City officials and employees are delegated power from the public and are obliged to exercise that power as trustees of the public. The power and resources of government service therefore shall be used only to advance public interest.
- B. **Objective Judgment.** Loyalty to the public interest requires that all matters shall be decided with independent, objective judgment, free from avoidable conflicts of interest, improper influences, and competing loyalties.
- C. **Accountability.** Government affairs shall be conducted in an open, efficient, fair and honorable manner, which enables citizens to make informed judgments and to hold officials accountable.
- D. **Democratic Leadership.** All city officials shall honor and respect the spirit and principles of representative democracy and will scrupulously observe the spirit as well as the letter of the law.
- E. **Respectfulness.** All city officials and employees shall safeguard public confidence by being honest, fair and respectful of all persons and property with whom they have contact, by maintaining nonpartisanship in all official acts, and by avoiding conduct which may tend to undermine respect for city officials and employees and for the city as an institution.

Sec. 2-248. Definitions.

As used in this Article:

“City” means the City of Walled Lake

“Public Official or Employee” includes appointed and elected city officials, employees, consultants, independent contractors, members of city boards or commissions or other persons serving in an official and duly authorized capacity involving the exercise of a public power, trust or duty on behalf of the city

“Significant Authority” means the exercise of discretionary decisions related to: contract, permit, licensing, construction, development or zoning approval or denial; any approval, license or permit required by code or ordinance; hiring, firing or discipline of city personnel; enforcement of city codes, ordinances or regulations; adoption, repeal, approval or denial of city codes, ordinances or resolutions; appointment or removal of city officials, employees, consultants or contractors.

Sec. 2-249. Ethical standards of conduct.

These standards of conduct apply to public officials and employees as defined in this Article. The purpose of applying and enforcing these standards is to ensure that governmental decisions are made in the public's best interest by avoiding conflicts of interest. All city ordinances not inconsistent with this Article and that effectuate its operation may be retained.

- A. *Improper use or disclosure of confidential information prohibited.* Except as otherwise provided for by applicable law, no public official or employee who acquires information in the course of his or her official duties, concerns the property, government or affairs of the city or any office, department or agency thereof, and which information by law or policy is confidential or not available at the time to the general public, shall not knowingly use or disclose such information to third parties to further the private economic interests of public officials or employees or their immediate family members.
- B. *Incompatible employment or rendering services prohibited.* Except as otherwise authorized by applicable law, public officials and employees shall not knowingly engage in or accept employment, or knowingly render services, for a private or public interest where such employment or service is in conflict or incompatible with the proper discharge of their official duties for the city, or where such employment or service is reasonably expected to impair their independence of judgment or action in the performance of their official duties for the city.
- C. *Representation of private person, business or organization prohibited; exceptions.* Public officials and employees shall not act as an agent, attorney, or representative for another person, business or organization in any matter that is pending before a city board, authority, commission or council ("city agency") unless such representation is a required part of the public official's or employee's official city duties or otherwise authorized by applicable law, ordinance, charter provision or agreement.
- E. *Self-interested regulation prohibited.* Except as otherwise provided for or authorized by applicable law or charter, a public official or employee shall not knowingly vote or approve or knowingly participate in the negotiation or making of any city contract, other than an independent contractor or consultant contract for services rendered to the city, or any other type of transaction with any business entity in which he or she or an immediate family member or relative has a financial interest.
- F. *Improper use of official position prohibited.* Except as otherwise provided for by applicable law, a public official or employee shall not knowingly and intentionally use his or her official position in violation of applicable law, to improperly influence a decision of the mayor, of the city council, of the city treasurer, or of a member of a city authority, board, commission, committee, council or group, or other city agency.
- G. *Use of city property.* The use of city property, whether real or personal, by a public official or employee shall be in accordance with applicable policies, contracts and procedures of the city.
- H. *Gift, compensation or economic interest.* Except as expressly provided by this Article, No public official or employee shall solicit, accept or receive, directly or indirectly, any substantial gift, compensation, or anything in the form of money, a loan, service, travel, entertainment, or hospitality, where it can reasonably be inferred that the thing solicited

or accepted is intended to influence the performance of official duties or is intended as a reward for any official action.

- I. *Anti- Nepotism.* A public official or employee who, in the course of his or her duties, exercises significant authority shall not vote, approve or unduly influence any decision to fill a position in city government with an immediate family member that would violate the anti-nepotism provisions of the City Charter.

- J. *Absolute Candor Requirements for Legal Counsel.*

(a) *Prohibited Misrepresentations.* The City Attorney, or any assistant or contracted legal counsel representing the municipality, shall not intentionally provide a false, deceptive, or misleading legal opinion to the City Council, Planning Commission, or any municipal board, nor shall they intentionally conceal material statutory, case law, or charter limitations to manipulate or influence an official vote of a public body.

(b) *Corporate Entity Representation.* Pursuant to Michigan Rules of Professional Conduct (MRPC) Rule 1.13, the City Attorney represents the municipal corporation as an entity acting through its authorized legislative body. Providing intentionally misleading counsel to the City Council violates this core fiduciary duty and shall constitute immediate grounds for termination of employment or cancellation of professional contracts.

- K. *Prohibition on campaign activities using city personnel or property, or during working hours.*

1. Elected officials are prohibited from soliciting appointive officers, appointees, and employees to work on political campaign activities using city property or during working hours.
2. Appointive officers, appointees, and employees are prohibited from engaging in campaign activities by using city property or engaging in such activity during working hours.

- L. *Pecuniary interest prohibited.*

(a) Except as permitted by this section no contract or purchase involving an amount in excess of one hundred dollars shall be made by the city in which any elective or appointive officer or a member of his family has any pecuniary interest direct or indirect, service or other thing of value is to be furnished to the city for a valuable consideration to be paid by the city or sold or transferred by the city, except the furnishing of personal services as an officer or employee of the city; and the term "member of his family" shall include spouse, children, and the spouse of any of them.

(b) Without limiting the generality of paragraph [subsection] (a) of this section, an officer shall be deemed to have pecuniary interest in a contract if he or any member of his family is an employee, partner, officer or sales representative of the person, firm or corporation with which such contract is made or a sales representative of such person, firm or corporation. Ownership, individually or in a fiduciary capacity, by an officer or member of his family of securities, or of any beneficial interest in securities, of any corporation with which a contract is made or which is a sales representative of any

person, firm or corporation with which such contract is made, shall not be deemed to create a pecuniary interest in such contract unless the aggregate amount of such securities, or interest in such securities, so owned by such officer and the members of his family, shall amount to ten percent of any class of the securities of such corporation then outstanding.

- (c) A contract in which an officer or a member of his family has a pecuniary interest may be made by the city if all of the members of the Council in office at the time having no such interest shall determine that the best interests of the city will be served by the making of such contract and if either such contract is made after comparative prices are obtained or if all of the members of the Council having no such interest shall unanimously determine that the obtaining of comparative prices is not feasible in such particular case. Any Council member may evidence his participation in either determination required by this paragraph by vote at a Council meeting or by written instrument filed with the Clerk.
- (d) Any officer who knowingly permits the city to enter into any contract in which he has pecuniary interest without disclosing such interest to the Council prior to the action of the Council in authorizing such contract, shall be guilty of misconduct in office. Except in the instances specified in paragraph [subsection] (c) of this section, the determination (by vote or written instrument) of the Council that in a particular case an officer or member of his family will not have pecuniary interest in any contract or purchase to be entered into by the city shall be final and conclusive in the absence of fraud or misrepresentation.

M. *Prohibitions on Insults, Defamation, and Public Retaliation.*

(a) *Open Meeting Decorum and Civility.* Subject to applicable constitutional protections, no public official, executive administrator, or city employee shall use an open public meeting, board session, or official public comment window to launch personal insults, commit libel, or make actionable defamatory statements against any citizen, business entity, or community member.

(b) *Retaliatory Threats and Intimidation.* Public executives and department heads are strictly barred from threatening citizens or businesses with targeted municipal code enforcement, license reviews, regulatory crackdowns, or post-employment retaliation based on their public comments.

(c) *Post-Separation Accountability.* This prohibition remains fully enforceable after an official leaves their city position if the threat, intent, or initialization occurred while they were serving under color of law.

N. *Restricted Disclosure of Delinquencies and Financial Vulnerabilities.*

(a) *Prohibition on Public Exposure.* Unless required or authorized by law, no official, city manager, or department head shall verbally disclose or display individual citizen or business debts, utility delinquencies, or un-adjudicated tax liabilities during the public comment period or open session of a public meeting to embarrass, intimidate, or discredit a speaker.

(b) *Authorized Exceptions.* Except as provided by applicable law, financial records regarding city claims may only be shared through formal, administrative processes, such as statutory tax rolls, valid Freedom of Information Act (FOIA) responses, or court orders. General financial updates must be presented in an aggregate format that protects personal identity and business privacy.

Sec. 2-249. Mandatory Annual Ethics Acknowledgment and Signing.

(a) *Mandate to Execute.* On or before January 31 of each calendar year, an explicit, written Ethics Compliance Acknowledgment statement affirming absolute review, comprehension, and a binding commitment to adhere to all standards of conduct of this Article shall be signed and executed by the following municipal personnel:

- (1) All Department Heads and Directors;
- (2) All Deputy Department Heads, Deputy Directors, and Assistant Administrators;
- (3) The City Attorney, and all retained legal counsel or firm designees;
- (4) The City Treasurer and City Clerk;
- (5) All other city employees, administrative officers, and appointed personnel who are not members of a recognized collective bargaining unit.
- (6) All elected and appointed city officials.

(b) *Enforcement and Personnel Action.* The failure or refusal of any individual designated under subsection (a) to execute and file their annual signature acknowledgment with the City Clerk within fifteen (15) calendar days of the regulatory deadline shall constitute an automatic administrative default. Such default shall serve as grounds for immediate suspension without pay, withholding of municipal compensation, or summary termination of employment for cause. Required execution of the compliance acknowledgement statement mandated by this section shall not constitute an amendment to an existing contract.

Sec. 2-250. Just Cause Enforcement and Penalties.

(a) *Just Cause Declaration.* A violation of any provision within this Article, or a failure to execute the annual acknowledgment or disclosure required by this Article, shall constitute automatic, non-arbitrary Just Cause for immediate disciplinary action, up to and including summary termination of employment, removal from office, or cancellation of contractual services, notwithstanding any civil service policies, employee handbooks, or administrative protocols to the contrary.

(b) *Forfeiture of Discretionary Benefits.* Any employee or official terminated or removed for a violation under this Article shall immediately forfeit any right to discretionary severance packages, post-employment consulting contracts, or non-vested deferred benefits funded by the municipality pursuant to and in accordance with *section 2-5(b)* of this Chapter.

(c) *Referral for Investigation.* If an inquiry reveals a severe violation of Section 2-248 J., the City Council shall submit a formal Request for Investigation to the Michigan Attorney Grievance Commission. If an administrative review reveals that an official or employee used their public position to execute extortionate threats or engage in criminal harassment (pursuant to MCL 750.213 or MCL 750.411h), the City Council shall forward the evidentiary record to the Oakland County Prosecutor and the Michigan Attorney General.

Sec. 2-251. Disclosure requirements.

- (a) All disclosures required by this Article shall be made in writing at the time and the manner required by this Article.
- (b) *Annual Disclosure Statement—Who Shall File.* The following elected and appointed city officials and employees shall file an annual disclosure statement.
 - 1. The mayor, members of the city council, city clerk, city attorney, city manager and city treasurer;
 - 2. The directors and deputy directors of all administrative departments;
 - 3. The members of the planning commission, and the zoning board of appeals; and
 - 4. Other city officials and employees who, in the ordinary course of their duties, regularly exercise significant discretion over the solicitation, negotiation, approval, awarding, amendment, performance, or renewal of city contracts.
- (c) *Annual Disclosure Statement—Content.*
 - 1. The annual disclosure statement shall disclose all previously unreported pecuniary interests subject to disclosure under *section 2-249* and the following financial interest of the city official or employee or of the city official's or employee's immediate family in any company, business or entity that has contracted with the city or which has sought licensure or approvals from the city in the two (2) calendar years prior to the filing of the statement:
 - a. Any interest as a partner, member, employee or contractor in or for a co-partnership or other unincorporated association;
 - b. Any interest as a beneficiary or trustee in a trust;
 - c. Any interest as a director, officer, employee or contractor in or for a corporation;
 - d. Legal or beneficial ownership of one percent (1%) or more of the total outstanding stock of a private corporation not listed on a stock exchange;
 - e. Legal or beneficial ownership of stock with a market value of twenty-five thousand dollars (\$25,000.00) or more in a company which is doing business with the city and which is not listed on the New York or American Stock Exchanges.
 - 2. The annual disclosure statement shall include a summary listing each business transaction with the city involving a financial interest described in this section of the city official or employee or the city official's or employee's immediate family during the prior two (2) calendar years.
 - 3. The annual disclosure statement shall disclose any non-compliance with the ethical standards of conduct under *section 2-249* including a detailed factual description, date and location of each instance of non-compliance.
 - 4. If there is no reportable financial interest or transaction applicable to the city official or employee or the city official's or employee's immediate family, the annual disclosure statement shall contain a certification as to that fact.

(d) *Annual Disclosure Statement—When And Where Filed.* One (1) original executed annual disclosure statement and one (1) copy shall be filed with the city clerk on or before April 15th each year.

(e) *Transactional Disclosure.* A city official or employee shall not participate, in the course of official duties, in any transaction which subsequently would be required to be disclosed in an annual disclosure statement or which would constitute a prohibited pecuniary interest under *Section 2.249* without disclosing the interest in the transaction prior to participating in the transaction. If the official is a member of a decision-making or advising body, the disclosure must be made to the chair and other members and made part of the official record of the body. A council member who absents himself/herself from a vote shall disclose the reason to the entire body. In the case of an employee, the disclosure must be made to his/her immediate supervisor.

(f). *Disclosure of Gifts.* Any gift received in a city official's or employee's official capacity which could reasonably be construed as unduly influencing the manner in which they enact their official duties, or vote, should be reported immediately. Such gifts should be returned to the donor, or donated to a charity, with the explanation to the donor that city policy will not permit the acceptance of the gift.

(g). *Disclosure Forms.* All disclosures shall be made on forms provided for that purpose by the city clerk's office and filed with the city clerk. All disclosure statements shall become public documents.

Section 3. Severability

If any section, clause or provision of this ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this ordinance; but the remainder of this ordinance shall stand and be in full force and effect.

Section 4. 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 5. Repealer.

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.

Section 6. Effective Date.

The provisions of this ordinance are hereby ordered to take effect following publication as provided by the Charter of the City of Walled Lake. This ordinance is hereby declared to have been adopted by the Walled Lake City Council on _____, 2026 and ordered to be given publication in the manner prescribed by the City Charter of the City of Walled Lake.

AYES:

NAYS:

ABSENTS:

ABSTENTIONS:

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

RICHARD GUNTHER, Mayor
CITY OF WALLED LAKE

JENNIFER STUART, City Clerk
CITY OF WALLED LAKE

Introduced: _____
Adopted: _____
Effective: _____

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

ORDINANCE NO. C-381-26

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II OF THE CODE OF ORDINANCES, CITY OF WALLED LAKE, MICHIGAN, BY ADDING NEW SECTION 2-5 “STANDARDIZATION OF CITY EMPLOYMENT CONTRACTS” TO REGULATE EXECUTED EMPLOYMENT AGREEMENTS; MANDATING ETHICAL COMPLIANCE AND SEVERANCE FORFEITURE TERMS; ESTABLISHING CITIZENS COMPENSATION BOARD OVERSIGHT; REQUIRING TWO-THIRDS (2/3) UNANIMOUS COUNCIL CHANGES; DEMANDING PUBLIC DISCLOSURE PREREQUISITES PRIOR TO CONTRACT EXECUTION

THE CITY OF WALLED LAKE ORDAINS:

Section 1. Purpose.

The purpose of this ordinance amendment is to regulate executed employment agreements; mandating ethical compliance and severance forfeiture terms; establishing citizens compensation board oversight; requiring two-thirds (2/3) unanimous council changes; demanding public disclosure prerequisites prior to contract execution.

Section 2. Amendment of Chapter 2 “Administration”

Chapter 2 “Administration” of the City of Walled Lake Code of Ordinances is hereby amended by adopting a new Section 2-5 “Standardization of City Employment Contracts” to read as follows:

Section 2-5.- Standardization of City Employment Contracts.

(a) *Uniform Employment Agreements.* City Manager and HR will create and annually present to city council for approval mandatory uniform City Employment Contract Language for all benefits. Every employment contract, professional services agreement, or executive appointment covenant approved and executed by the City after the effective date of this section shall contain, as a non-negotiable structural baseline, the Uniform language on benefits, the standardized Ethics, Annual Signing Requirements, and Severance Forfeiture clauses established by city ordinance. No administrative agent or individual official has the authority to omit, dilute, or alter these core uniform terms during initial hiring or renewal negotiations.

(b) *Mandatory Forfeiture Terms.* All future employment contracts approved and executed after the effective date of this section must explicitly state that the employee’s right to collect severance, deferred compensation, or separation pay is entirely conditional upon compliance

with Article IV (Ethics) of this Chapter, including the timely execution of the annual acknowledgment. A final determination of Just Cause under Section 2-250 shall execute an automatic, self-contained financial forfeiture of the contractual benefits subject to forfeiture under the provisions of this section.

(c) *Strict Modification Protocol.* The City Council is strictly prohibited from altering, expanding, or modifying any contractual individual economic or severance benefit away from the standardized uniform text unless the following cumulative procedural sequence is completed in exact order prior to contract execution:

(1) *Citizens Compensation Board Review.* The proposed deviation, individualized benefit enhancement, or contract alteration must first be submitted to the Citizens Compensation Board. The Board shall consist of 3 electors of the city of Walled Lake initially comprised of 3 city council members nominated by the Mayor and approved by city council until board volunteers have been appointed as provided by city charter. The board will conduct a public review of the economic impact and issue a formal statement of recommendation to the City Council.

(2) *Formal Public Disclosure.* The specific text modifications, along with the Citizens Compensation Board's recommendation and a full-fiscal impact disclosure, must be explicitly read into the public record and displayed on the City's public forum during a regular, open session of the City Council.

(3) *Unanimous Two-Thirds (2/3) Council Vote.* Following public disclosure and public comment, the City Council may approve the specific individual contract modifications only by a unanimous vote of two-thirds (2/3) of the elected Council members present.

(4) *Final Contract Approval.* A separate, subsequent majority vote of the City Council during open session shall be required to formally authorize the final execution and signing of the completed employment contract.

(5) *Budgeting.* Any future city costs for any Severance benefits including those signed prior to the enactment date of the ordinance shall be included in the annual budget as an individual per contract line item at present value liability until said value reserve funds are secured in a restricted fund. All Future council approvals of Employment Contracts – with respect to post employment payments such as Severance benefits must accompany the present value funds in a restricted fund.

(d) *Ultra Vires Execution.* Any employment contract or professional services agreement signed, amended, or renewed in violation of the structural sequence outlined in subsection (c) shall be considered ultra vires, null, void, and unenforceable from its inception. Such agreements shall not bind municipal funds or obligate the City to perform any severance payouts.

Section 3. Severability

If any section, clause or provision of this ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this ordinance; but the remainder of this ordinance shall stand and be in full force and effect.

Section 4. 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 5. Repealer.

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.

Section 6. Effective Date.

The provisions of this ordinance are hereby ordered to take effect following publication as provided by the Charter of the City of Walled Lake. This ordinance is hereby declared to have been adopted by the Walled Lake City Council on _____, 2026 and ordered to be given publication in the manner prescribed by the City Charter of the City of Walled Lake.

AYES:

NAYS:

ABSENTS:

ABSTENTIONS:

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

RICHARD GUNTHER, Mayor
CITY OF WALLED LAKE

JENNIFER STUART, City Clerk
CITY OF WALLED LAKE

Introduced: _____
Adopted: _____
Effective: _____



MEMORANDUM

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

To: Walled Lake City Council
From: Vahan Vanerian, City Attorney
Re: *First Reading of Proposed Amendment Updating DDA Ordinance*
Date: July 16, 2026

Pursuant to the direction of the Downtown Development Authority at the June meeting, I commenced review of the various legal items requested by the Board including the current DDA ordinance, current state statutes pertaining to the DDA and the current DDA Development and Tax Increment Financing Plans for base line legal compliance. The DDA ordinance is codified in Chapter 26, Article II of the city's General Code of Ordinances and broken down into two separate Divisions: Division 1 "Generally" and Division 2 "Development and Tax Increment and Financing Plans". Division 2 of the DDA ordinance was recently amended in 2024 when the city adopted an updated and extended DDA Development and Tax Increment Financing Plan that expires in 2033. Consequently, the DDA's current Development and Tax increment Financing Plan and the adopting ordinance (i.e. Division 2 of the DDA ordinance) are updated and compliant with current state law requirements.

Division 1 "Generally" contains the general provisions pertaining to the DDA including the creation of the authority, Board composition and membership, DDA powers and duties pursuant to state law, general financial, and other general provisions. In 2018, the former state DDA statute, P.A. 197 of 1975, was repealed and replaced by Part 2 of Public Act No. 57 of 2018 which retained and recodified most of the content of former Act 197 subject to various substantive modifications. Additionally, Part 9 of P.A. 57 of 2018 also enacted broad reporting requirements applicable to DDAs that previously were not required under former Act 197.

Division 1 "Generally" contains multiple references to the former sections of recodified Act 197 and does not contain the additional substantive changes adopted pursuant to P.A. 57 of 2018. Accordingly, I prepared a proposed amendment to Division 1 of the city's DDA ordinance that includes the new substantive provisions under Part 2 of Act 57 and that further replaces the outdated references to the former sections of Act 197 with the newly recodified section references under Part 2 of Act 57. The proposed amendment to Division 1 also includes a new section 26-38 "Reporting Requirements" that essentially adopts the expanded reporting requirements under Part

9 of Act 57. The expanded reporting requirements are listed in the attached copy of Sec. 910 of Act 57 (MCL 125.4910) for the board's reference (Appendix A). Note, the yearly DDA filings indicate the Department of Treasury Annual Report required by MCL 125.4911 has been properly prepared, filed and served on all taxing units subject to capture.

The proposed ordinance amendment has been prepared in redline format with existing language proposed for deletion indicated by strike-through text and proposed new language indicated by bold underlined text.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

ORDINANCE NO. C-382-26

AN ORDINANCE TO AMEND CHAPTER 26, ARTICLE II,
“DOWNTOWN DEVELOPMENT AUTHORITY” DIVISION
I “GENERALLY” OF THE CITY OF WALLED LAKE CODE
OF ORDINANCES TO ADOPT UPDATED REFERENCES
AND REQUIREMENTS UNDER PUBLIC ACT 57 OF 2018

THE CITY OF WALLED LAKE ORDAINS:

Section 1. Purpose

The purpose of this Ordinance Amendment is to amend Chapter 26, Article II “Downtown Development Authority” Division I “Generally” by adopting updated references and requirements under Act 57 of 2018 without re-establishment or re-organization and without amending or modifying any tax increment capture powers and authorities under applicable state law provisions in effect at the time of the creation of the City of Walled Lake Downtown Development Authority, Act No. 197 of the Public Acts of Michigan of 1975 (MCL 125.1651 et seq., MSA 5.3010(1) et seq.), as amended, in particular which shall continue in effect as provided by Part 1 of Public Act No. 57 of 2018.

Section 2 of Ordinance

Chapter 26 “Community Development”, Article II, “Downtown Development Authority”, Division I “Generally” Section 26-27 “Establishment, Organization” sub-sections (b) and (f) of the Code of Ordinances, City of Walled Lake, Michigan, are hereby amended in their entirety to read as follows:

(b) The authority shall be under the supervision and control of a board consisting of the mayor, as an ex officio member, and another ten members. ~~A majority of the members shall be persons having an interest in the property located in the downtown district.~~ **Not less than a majority of the members shall be persons having an interest in property located in the downtown district or officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the downtown district. Not less than 1 of the members shall be a resident of the downtown district, if the downtown district has 100 or more persons residing within it.** A member shall serve for a term of four years.

* * *

(f) The office of executive director of the city downtown development authority is hereby created. The executive director shall exercise all duties, powers, authorities and responsibilities conferred upon the director pursuant to ~~section 5 of Public Act 197 of 1975, MCL 125.1655(1)~~ **205 of Public Act No. 57 of 2018, MCL 125.4205(1)**, as amended, in addition to all duties, powers and authorities conferred

upon the executive director and/or designate a managing director prescribed by the original downtown development authority's bylaws and the bylaws passed and approved at the joint council meeting with the downtown development authority on July 24, 2012. The city manager or a person designated by the city manager shall serve as the ex officio executive director or managing director of the downtown development authority as provided in section 26-26.

Section 3 of Ordinance

Chapter 26 “Community Development”, Article II, “Downtown Development Authority”, Division I “Generally” Section 26-32 “Duties” of the Code of Ordinances, City of Walled Lake, Michigan, is hereby amended in its entirety to read as follows:

Sec. 26-32. Powers and Duties.

The downtown development authority of the city shall be charged with the following duties, subject to the approval of the city council:

- (1) Prepare an analysis of economic changes taking place in the authority district.
- (2) Study and analyze the impact of area growth upon the authority district.
- (3) Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the authority board, assists in the economic growth of the authority district.
- (4) Plan, propose, and implement an improvement to a public facility within the authority area to comply with the barrier-free design requirements of the state construction code promulgated under the Stille-DeRossett-Hale Single State Construction Code Act, Public Act No. 230 of 1972, MCL 125.1501 to 125.1531.
- (5) Develop long-range plans, in cooperation with the city council and/or the city planning commission, designed to halt the deterioration of property values in the authority district and to promote the economic growth of the authority district, and take such steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.
- (6) Implement any plan of development in the authority district necessary to achieve the purposes of Public Act No. ~~197 of the Public Acts of Michigan of 1975 (MCL 125.1651 et seq., as amended)~~ **57 of 2018 (MCL 125.4201, et seq., as amended)** and this article, in accordance with the powers of the authority as granted by the Act.
- (7) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.
- (8) Acquire by purchase or otherwise, on terms and conditions and in a manner the authority considers proper, or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests in property, which the authority determines is reasonably necessary to achieve the purposes of Public Act No. ~~197~~ **57**, and to grant or acquire licenses, easements and options with respect to that property.
- (9) Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings, and any necessary or desirable appurtenances to that property, within the authority district for the

use, in whole or in part, of any public or private person or corporation, or a combination of them.

- (10) Fix, charge, and collect fees, rents, and charges for the use of any building or property under its control or any part thereof, or facility therein, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.
- (11) Lease any building or property under its control, or any part of a building or property under its control.
- (12) Accept grants and donations of property, labor, or other things of value from a public or private source.
- (13) Acquire and construct public facilities.
- (14) Create, operate, and fund marketing initiatives that benefit only the retail and general marketing of the authority district.
- (15) Contract for broadband service and wireless technology service in the authority district.
- (16) Operate and perform all duties and exercise all responsibilities described in this section in a qualified township, as defined in Public Act 197 57, if the qualified township has entered into an agreement with the city under Public Act 197 57.

(17) Create, operate, and fund a loan program to fund improvements for existing buildings located in a downtown district to make them marketable for sale or lease. The board may make loans with interest at a market rate or may make loans with interest at a below market rate, as determined by the board.

(18) Create, operate, and fund retail business incubators in the downtown district.

(19) If it is the express determination of the board to create, operate, or fund a retail business incubator in the downtown district, the board shall give preference to tenants who will provide goods or services that are not available or that are underserved in the downtown area. If the board creates, operates, or funds retail business incubators in the downtown district, the board and each tenant who leases space in a retail business incubator shall enter into a written contract that includes, but is not limited to, all of the following:

(a) The lease or rental rate that may be below the fair market rate as determined by the board.

(b) The requirement that a tenant may lease space in the retail business incubator for a period not to exceed 18 months.

(c) The terms of a joint operating plan with 1 or more other businesses located in the downtown district.

(d) A copy of the business plan of the tenant that contains measurable goals and objectives.

(e) The requirement that the tenant participate in basic management classes, business seminars, or other business education programs offered by the authority, the local chamber of commerce, local community colleges, or institutions of higher education, as determined by the board.

Section 4 of Ordinance

Chapter 26 “Community Development”, Article II, “Downtown Development Authority”, Division I “Generally” Section 26-33 “Financing and Deposits” of the Code of Ordinances, City of Walled Lake, Michigan, is hereby amended in its entirety to read as follows:

Sec. 26-33. Financing and deposits.

- (a) The activities of the downtown development authority shall be financed from one or more of the following sources as stated in Public Act No. ~~197 57~~ of the Public Acts of Michigan of ~~1975-2018~~ (MCL ~~125.1651 4201~~ et seq., ~~MSA 5.3010(1) et seq.~~), as amended:
- (1) Donations to the authority for the performance of its functions.
 - (2) Proceeds of a tax imposed pursuant to section ~~12- 212~~ of Public Act No. ~~197 57~~ (MCL ~~125.1662 4212~~, ~~MSA 5.3010(12)~~).
 - (3) Monies borrowed and to be repaid as authorized by section ~~13 213 and 213a~~ of Public Act No. ~~197 57~~ (MCL ~~125.1663 4213 and 125.4213a~~, ~~MSA 5.3010(13)~~).
 - (4) Revenues from any property, building or facility owned, leased, licensed or operated by the authority or under its control, subject to the limitations imposed upon the authority by trusts or other agreements.
 - (5) Proceeds of a tax increment financing plan, established under sections ~~14 214~~ through ~~16 216~~ of Public Act No. ~~197 57~~ (MCL ~~125.1664—125.1666~~, ~~4214 to 125.4216~~ ~~MSA 5.3010(14)—5.3010(16)~~).
 - (6) Proceeds from a special assessment district created as provided by law.
 - (7) Money obtained from other sources approved by the city council or otherwise authorized by law for use by the authority or the city to finance a development program.
 - (8) Money obtained pursuant to section 213b of Act 57 of 2018, MCL 125.4213b.**
- (b) ~~Monies received by the authority and not covered under section II, subsection 1 of Public Act No. 197 of the Public Acts of Michigan of 1975 (MCL 125.1651 et seq., MSA 5.3010(1) et seq.), as amended, shall be immediately deposited to the credit of the authority, subject to disbursement pursuant to Public Act No. 197. Except as provided in Public Act No. 197, the city shall not obligate itself, nor shall it ever be obligated to pay any sums from public monies, other than monies received by the city pursuant to this section, for or on account of the activities of the authority.~~ **Money received by the authority and not covered under subsection (1) of section 211 of Act 57, MCL 125.4211, shall immediately be deposited to the credit of the authority, subject to disbursement pursuant to this part. Except as provided in Part 2 of P.A. 57 of 2018, the city shall not obligate itself, nor shall it ever be obligated to pay any sums from public funds, other than money received by the city pursuant to this section, for or on account of the activities of the authority.**

Section 5 of Ordinance

Chapter 26 “Community Development”, Article II, “Downtown Development Authority”, Division I “Generally” Section 26-34 “Development and Financing Plans” of the Code of Ordinances, City of Walled Lake, Michigan, is hereby amended in its entirety to read as follows:

Sec. 26-34. Development and financing plans.

(a) A tax increment financing plan may be prepared by the authority and submitted for approval by city council as provided by and in accordance with section 214 of Act 57 of 2018, MCL 125.4214, and as further provided by Division 2 of this Article.

(a b) When the downtown development authority decides to finance a project in the authority district by the use of revenue bonds as authorized in section 213 of Public Act No. 197 57 of the Public Acts of Michigan of 1975 2018 (MCL 125.1663 4213, MSA 5.3010(13)), as amended, or tax increment financing as authorized in sections 214, 215 and 216 of Public Act No. 197 57 of 2018, (MCL 125.1664 4214—125.1666 4216, MSA 5.3010(14)—5.3010(16)), as amended, it shall prepare a development plan and a financing plan **as provided by and in accordance with section 217 of Public Act No. 57 of 218 (MCL 125.4217), as amended** . The development plan shall contain:

- (1) The designation of boundaries of the development area in relation to highways, streets, streams or otherwise.
- (2) The location and extent of existing streets and other public facilities within the development area and shall designate the location, character and extent of the categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses and shall include a legal description of the development area.
- (3) A description of existing improvements in the development area to be demolished, repaired, or altered, a description of any repairs and alterations, and an estimate of the time required for completion.
- (4) The location, **extent, character, and estimated cost of the improvements including rehabilitation contemplated for the development area and an estimate of the time required for completion.** ~~of existing improvements in the development area.~~
- (5) A statement of the construction or stages of construction planned, and the estimated time of completion of each stage.
- (6) A description of any parts of the development area to be left as open space and the use contemplated for the space.
- (7) A description of any portions of the development area which the authority desires to sell, donate, exchange or lease to or from the city and the proposed terms.
- (8) A description of any desired zoning changes and changes in streets, street levels, intersections and utilities.
- (9) An estimate of the cost of the development, a statement of the proposed method of financing and development and the ability of the authority to arrange the financing.
- (10) The designation of the persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority.
- (11) The procedures for bidding for the leasing, purchasing or conveying in any manner of all or a portion of the development upon its completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold or conveyed in any manner to those persons.

- (12) A plan for compliance with Public Act No. 227 of the Public Acts of Michigan of 1972 (MCL 213.321 et seq., MSA 8.215(61) et seq.), as amended.
- (13) Other material which the authority, local public agency or governing body deems pertinent.
- (b) The finance plan shall contain the information required in sections 214 and 215 of Public Act No. ~~197 57 of 2018~~. The development or finance plan may be amended consistently with the procedures of such Act.
- (c) The authority shall send a copy or an electronic mail link of its currently adopted development plan or its currently adopted tax increment finance plan, if separate from the development plan to the department of treasury as required by section 912 of Public Act No. 57 of 2018 (MCL 125.4912), as amended.

Section 6 of Ordinance

Chapter 26 “Community Development”, Article II, “Downtown Development Authority”, Division I “Generally” Section 26-35 “Governing Procedures” of the Code of Ordinances, City of Walled Lake, Michigan, is hereby amended in its entirety to read as follows:

Sec. 26-35. Governing procedures.

The downtown development authority shall have all the power and duties prescribed by Public Act No. ~~197 57~~ of the Public Acts of Michigan of ~~1975~~ **2018** (MCL 125.~~1651~~ **4201** et seq., ~~MSA 5.3010(1) et seq.~~), as amended. The authority shall provide the city council and the city planning commission with all reports and studies relating to the formation and implementation of project development and financing plans. The authority shall submit the proposed development and financing plans to the city council prior to the hearing specified in section 218, Public Act No. ~~197 57 of 2018~~ (MCL 125.~~1668~~ **4218**, ~~MSA 5.3010(8)~~).

Section 7 of Ordinance

Chapter 26 “Community Development”, Article II, “Downtown Development Authority”, Division I “Generally” of the Code of Ordinances, City of Walled Lake, Michigan, is hereby amended by adopting a new section 26-38 “Reporting Requirements” which shall read as follows:

Sec. 26-38. Reporting Requirements.

- (a) **Public Access to Records and Documents.** The authority shall create a website or utilize the existing website of the city that is operated and regularly maintained with access to authority records and documents for the current fiscal year and the 4 immediately preceding fiscal years as required by and in accordance with section 910 of Public Act No. 57 of 2018 (MCL 125.4910), as amended. For purposes of this section, “authority records and documents” means the authority records and documents referenced in section 910 of Public Act No. 57 of 2018 (MCL 125.4910), as amended.
- (b) **Biannual Informational Meetings.** Each year, the authority board shall hold not fewer than 2 informational meetings. The informational meetings shall be held approximately six months apart in conjunction with a regularly scheduled meeting. Notice of an informational meeting shall be posted on the municipality’s or authority’s website not less than 14 days before the date of the informational meeting. Not less than 14 days before the informational meeting, the board of an authority shall mail notice of the informational

meeting to the governing body of each taxing jurisdiction levying taxes that are subject to capture by an authority under this act. As an alternative to mailing notice of the informational meeting, the board of the authority may notify the clerk of the governing body of each taxing jurisdiction levying taxes that are subject to capture by an authority under this act by electronic mail. The informational meetings may be held in conjunction with other public meetings of the authority or municipality.

- (c) **Annual Report.** Annually, on a form and in the manner prescribed by the department of treasury, the authority shall submit to city council, the governing body of a taxing unit levying taxes subject to capture by an authority, and the department of treasury a report on the status of the tax increment financing account. However, an authority may submit by electronic means a report described in this subsection to the city council and the governing body of a taxing unit levying taxes subject to capture by the authority. The report shall include all of the information required by section 911 of Public Act No. 57 of 2018 (MCL 125.4911), as amended.

Section 8 of Ordinance

Amended only as specified above and in this ordinance, the City of Walled Lake Code of Ordinances shall remain in full force and effect. In the event of a conflict between the Act and any provision of this ordinance, the applicable provisions of the Act shall apply.

Section 9 of Ordinance

If any provision of this ordinance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision.

Section 10 of Ordinance

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 when they were commenced.

Section 11 of Ordinance

This ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect upon publication in accordance with the applicable provisions of state law and City Charter.

AYES:

NAYS:

ABSENTS:

ABSTENTIONS:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

JENNIFER A. STUART, City Clerk
CITY OF WALLED LAKE

RICHARD GUNTHER, Mayor
CITY OF WALLED LAKE

Introduced:
Adopted:
Effective:

Appendix A

Recodified Tax Increment Financing Act (Refs & Annos)

Part 9. Reporting Requirements

M.C.L.A. 125.4910

125.4910. Public access to records and documents; requirements; informational meetings

Effective: January 1, 2019

[Currentness](#)

Sec. 910. (1) Subject to subsection (5), each municipality that has created an authority or that creates an authority shall create a website or utilize the existing website of the municipality that is operated and regularly maintained with access to authority records and documents for the fiscal year beginning on the effective date of this act, including all of the following:

- (a) Minutes of all board meetings.
- (b) Annual budget, including encumbered and unencumbered fund balances.
- (c) Annual audits.
- (d) Currently adopted development plan, if not included in a tax increment financing plan.
- (e) Currently adopted tax increment finance plan, if currently capturing tax increment revenues.
- (f) Current authority staff contact information.
- (g) A listing of current contracts with a description of those contracts and other documents related to management of the authority and services provided to the authority.
- (h) An updated annual synopsis of activities of the authority. An updated synopsis of the activities of the authority includes all of the following, if any:

(i) For any tax increment revenues described in the annual audit that are not expended within 5 years of their receipt, a description that provides the following:

(A) The reasons for accumulating those funds and the uses for which those funds will be expended.

(B) A time frame when the fund will be expended.

(C) If any funds have not been expended within 10 years of their receipt, both of the following:

(I) The amount of those funds.

(II) A written explanation of why those funds have not been expended.

(ii) List of authority accomplishments, including progress made on development plan and tax increment finance plan goals and objectives for the immediately preceding fiscal year.

(iii) List of authority projects and investments, including active and completed projects for the immediately preceding fiscal year.

(iv) List of authority events and promotional campaigns for the immediately preceding fiscal year.

(2) The requirements in subsection (1) are required for records and documents related to fiscal years as follows:

(a) For the fiscal year in which this act takes effect, the records and documents for that fiscal year.

(b) For the fiscal year 1 year following the effective date of this act, the records and documents for that fiscal year and the immediately preceding fiscal year.

(c) For the fiscal year 2 years following the effective date of this act, the records and documents for that fiscal year and the 2 immediately preceding fiscal years.

(d) For the fiscal year 3 years following the effective date of this act, the records and documents for the fiscal year

and the 3 immediately preceding fiscal years.

(e) For the fiscal year 4 years following the effective date of this act and each subsequent fiscal year, the records and documents for the fiscal year and the 4 immediately preceding fiscal years.

(3) The requirements of this section shall not take effect until 180 days after the end of an authority's current fiscal year as of the effective date of this act.

(4) Each year, the board of an authority shall hold not fewer than 2 informational meetings. Notice of an informational meeting shall be posted on the municipality's or authority's website not less than 14 days before the date of the informational meeting. Not less than 14 days before the informational meeting, the board of an authority shall mail notice of the informational meeting to the governing body of each taxing jurisdiction levying taxes that are subject to capture by an authority under this act. As an alternative to mailing notice of the informational meeting, the board of the authority may notify the clerk of the governing body of each taxing jurisdiction levying taxes that are subject to capture by an authority under this act by electronic mail. The informational meetings may be held in conjunction with other public meetings of the authority or municipality.

(5) If the municipality creating an authority does not have an existing website and chooses not to create a website under subsection (1), the municipality shall maintain the records described in subsection (1) at a physical location within the municipality that is open to the public.

Credits

[P.A.2018, No. 57, § 910, Eff. Jan. 1, 2019.](#)

M. C. L. A. 125.4910, MI ST 125.4910

The statutes are current through P.A.2026, No. 20, of the 2026 Regular Session, 103rd Legislature.

End of Document

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MEMORANDUM

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

To: Walled Lake City Council

From: Vahan Vanerian, City Attorney

Re: *CLEMIS Agreement*

Date: July 21, 2026

For many years, the city's police department has received law enforcement information and technology services through the CLEMIS System previously operated by Oakland County. Last year, the county entered an interlocal agreement that created a new legal authority that assumed all aspects of the CLEMIS System. Continued participation in the CLEMIS System by public agencies who wish to continue the service requires entering into an agreement with the new CLEMIS Authority who has provided the city with a quote and proposed order form for various information and technology services offered by CLEMIS under the Master Service Agreement (MSA). Continuing the service also requires entering into a Participation Agreement that allows the city to become a Participant in the CLEMIS System under the Interlocal Agreement creating the Authority.

My review of the pertinent legal provisions of the proposed agreements reveal the following:

- The MSA agreement/order form provides for a one (1) year term that automatically renews for consecutive one (1) year terms unless either party provides advance written notice of non-renewal at least thirty (30) days prior to expiration of the then-current term or upon thirty (30) days written notice that the city made no budget appropriation for the service.
- CLEMIS makes no warranties as to the information or service provided.
- The MSA agreement places limitations and restrictions on the Authority's use of Participant Data (i.e. city data)
- The Authority shall not in any way indebted a party/participant. Any bonds or notes issued by the Authority are the debts of the Authority, not a party/participant.
- Liability Limitations (section 19 MSA; section 11.2 Interlocal Agreement):
 - a. CLEMIS Authority liability arising out of or related to MSA Agreement limited to amounts paid or payable by the city to the Authority under the MSA in the twelve months immediately preceding the incident giving rise to the liability claim.

- b. Neither party is liable to the other for any claims for indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of the possibility in advance
- c. Neither party liable for a breach of the MSA agreement if the breach is due to a Catastrophic Event subject to reasonable efforts to mitigate any effects of catastrophic event.
- d. No party/participant is responsible for the acts or omissions of the Authority.
- e. Each party/participant is responsible for any nonparty claims brought against that party and for the acts and omissions of its own representatives arising out of the agreement.
- f. Each party shall bear the cost and seek its own legal representation for any disputes arising out of the agreement.
- g. No party/participant is legally authorized to indemnify any other party or the Authority. Authority not legally authorized to indemnify any party/participant.

Recommendation

I have no objection to the legal form of the proposed agreements. City approval to become a participant in the CLEMIS System offered by the CLEMIS Authority requires adoption of a resolution in the form provided in Exhibit B to the participation packet provided by the Authority.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE COURTS AND LAW ENFORCEMENT MANAGEMENT
INFORMATION SYSTEMS (CLEMIS) AUTHORITY AND THE
CITY OF WALLED LAKE TO PROVIDE INFORMATION
TECHNOLOGY SERVICES TO WALLED LAKE AND TO
AUTHORIZE THE CITY MANGER TO EXECUTE THE
AGREEMENT

Proposed RESOLUTION 2026-23

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 July, 2026, at 7:30 p.m.

WHEREAS, the County of Oakland (COUNTY) currently provides CLEMIS support for the City's, Township's and Villages within the County; and

WHEREAS, the City of Walled Lake (CITY) uses the COUNTY CLEMIS department for its police department report writing system and information storing; and

WHEREAS, CLEMIS has become its own entity breaking away from the COUNTY; and

WHEREAS, CLEMIS has requested an Interlocal Agreement to provide those services that the COUNTY currently provides; and

WHEREAS, it is in the CITY's best interest to continue CLEMIS services with the newly formed CLEMIS Authority.

NOW, THEREFORE, BE IT RESOLVED, The Council formally expresses its approval, and accepts the Interlocal Agreement with the CLEMIS Authority. 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

RICHARD GUNTHER
Mayor

PARTICIPATION AGREEMENT**Courts and Law Enforcement Management Information System (CLEMIS) Authority**

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the Interlocal Agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at <https://www.clemisauthority.org/forms/>). A reference copy of the CLEMIS Interlocal Agreement must be attached. This Participation Agreement also includes the contents of this cover page and incorporates the CLEMIS Main Services Agreement (the "MSA"). Capitalized terms used but not defined in this Participation Agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT**Full Legal Name:****Notice Address:****Primary Contact Name:****Primary Contact Email:****ATTACHMENTS** *(attach)*

The following attachments are included with this agreement.

**Authorizing Resolution
or Legal Authorization**

An authorizing resolution in substantially the form as provided in Exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached.

If the Participant does not have a governing body, confirmation of legal authorization to enter into the CLEMIS Interlocal Agreement and sign the CLEMIS MSA is attached.

**CLEMIS Main Services
Agreement**

A copy of the CLEMIS MSA is attached.

**CLEMIS Interlocal
Agreement**

A copy of the CLEMIS Interlocal Agreement is attached.

SIGNATURES

Each party is signing this Participation Agreement on the date stated below that party's signature. The date of this Participation Agreement and the Main Services Agreement will be the date this Participation Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Participant:

[PUBLIC AGENCY NAME]

By: _____

Name: _____

Title: _____

Date: _____

Authority:

COURTS AND LAW ENFORCEMENT
MANAGEMENT INFORMATION SYSTEM (CLEMIS)
AUTHORITY

By: _____

Name: _____

Executive Director

Date: _____

MAIN SERVICES AGREEMENT

This Main Services Agreement (“**MSA**”) contains the standardized terms for the provision of services by the Authority to the Public Agency. This MSA and each Order Form constitute the agreement between the Authority and the Public Agency (this “**Agreement**”). Capitalized terms are defined in context or in Section 1.

1 Definitions

(a) For purposes of this Agreement, the following definitions apply:

- (1) “**Acceptable Use Policy**” means the Acceptable Use Policy made available through the Authority website, as it may be amended from time to time.
- (2) “**Agreement**” is defined in the preamble.
- (3) “**Authority**” means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under the Interlocal Agreement.
- (4) “**Business Day**” means a day that is not a Saturday, Sunday, or a state public holiday under 1865 PA 124, as amended, MCL 435.101 to 435.103.
- (5) “**Confidential Information**” means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which: (A) the discloser identifies to recipient as “confidential” or “proprietary”; or (B) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. The Authority’s Confidential Information includes technical or performance information about the Service, and the Public Agency’s Confidential Information includes Public Agency Data. Confidential Information does not include information subject to disclosure under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246 (“**FOIA**”).
- (6) “**Documentation**” means the Authority’s usage documentation for the Service. This documentation may include terms and conditions, including pricing or payment terms, that are specific to particular functionality in the Service.
- (7) “**DPA**” is defined in Section 4(c).
- (8) “**Effective Date**” means the effective date of the first Order Form executed by the Public Agency.
- (9) “**Interlocal Agreement**” means the Interlocal Agreement, filed with the Office of the Great Seal on October 23, 2025, and any amendments thereto, between the County of Oakland, the Charter Township of Bloomfield, the Charter Township of White Lake, and any subsequent Participants thereunder.

- (10) **“Law”** means all laws, regulations, executive orders, rules, court orders, or other binding requirements of a government authority that apply to a party.
- (11) **“Order Form”** means a Public Agency Order Form related to the provision of the Service, Support, or Professional Services.
- (12) **“Personal Data”** means Public Agency Data relating to an identified or identifiable natural individual.
- (13) **“Points of Contact”** means the individuals designated by the Public Agency as a primary contact and a secondary contact for the Public Agency.
- (14) **“Professional Services”** means system setup, configuration, training, data migration, or other professional services that the Authority furnishes to the Public Agency related to the Service.
- (15) **“Public Agency”** means the legal entity that executes an Order Form.
- (16) **“Public Agency Data”** means any data, contents, or information that the Public Agency (including its Users and Technology Partners) submits to its Service accounts or generates by or through the Service. “Public Agency Data” includes, but is not limited to, public safety data.
- (17) **“Public Agency Materials”** means materials and resources that the Public Agency makes available to the Authority in connection with Professional Services.
- (18) **“Security Measures”** means that term as defined in the Security Measures made available through the Authority website.
- (19) **“Service”** means the service provided by the Authority for the exchange and access to public safety software data, as described in more detail in this Agreement and the Documentation.
- (20) **“Statement of Work”** means a statement of work for Professional Services that is executed by the parties.
- (21) **“Support”** means support for the Service as described in Section 5.
- (22) **“Support Policy”** means the support policy made available through the Authority website.
- (23) **“Suspension Event”** is defined in Section 12.
- (24) **“Taxes”** is defined in Section 11(g).
- (25) **“Technology Partner”** means a third-party technology vendor to the Public Agency that has been identified in an Order Form (or otherwise in writing by the Public Agency) to be authorized, in accordance with this Agreement, to submit data to or receive data from the Service on the Public Agency’s behalf.
- (26) **“Term”** means the term for the Public Agency’s use of the Service as identified in an Order Form.

- (27) **“Trials and Betas”** mean access to the Service (or Service features) on a free, trial, beta, or early access basis.
- (28) **“Usage Data”** means the Authority’s technical logs, data, and learnings about a Public Agency’s use of the Service, excluding Public Agency Data.
- (29) **“User”** means an employee or contractor of the Public Agency that the Public Agency allows to use the Service.
- (30) **“Virus”** means viruses, malicious code, malware, or similar harmful materials.
- (b) Capitalized terms not defined in this Agreement shall have the meaning prescribed to them in the Interlocal Agreement.

2 **Service**

- (a) **Data Sharing.** As specified in an Order Form, the Public Agency will upload Public Agency Data into the Service, including by means of a Technology Partner product. The Public Agency hereby authorizes the sharing of Public Agency Data with other public agencies that use the Service, subject to the terms of this Agreement and the Order Form.
- (b) **Data Access.** Subject to this Agreement, the Public Agency may authorize Users within its organization to access and use the Service for governmental and public safety purposes during the Term. The Public Agency’s access rights include the right to permit Users within the Public Agency’s organization to access the Service in accordance with the terms of applicable Order Forms. The Public Agency shall comply with the Documentation and applicable policies in accessing and using the Service.
- (c) **Technology Partners.** As specified in the applicable Order Form, Public Agency Data may be provided to or received from a Technology Partner through an integration with the Service. The Public Agency’s use of a Technology Partner product is governed by the Public Agency’s agreement with the Technology Partner, and the Authority is not responsible or liable for the performance of Technology Partner products, including their use of Public Agency Data.

3 **Users**

The Public Agency may permit Users to use the Service on its behalf. Users must be employees or contractors of the Public Agency. The Public Agency is responsible for provisioning and managing its User accounts, for its Users’ actions through the Service and for their compliance with this Agreement. The Public Agency shall ensure that Users keep their login credentials confidential, and the Public Agency shall promptly notify the Authority upon learning of any compromise of User accounts or credentials.

4 **Data**

- (a) Subject to this Agreement, the Authority will access and use Public Agency Data only to: (1) provide and maintain the Service, Support, and Professional Services under this Agreement; and (2) provide certain Public Agency Data to a third party

(e.g., an insurance company) as has been specifically approved in writing by the Public Agency, in an Order Form or otherwise.

- (b) The Authority shall implement and maintain the Security Measures. The Public Agency shall not submit to the Service any data controlled under the United States International Traffic in Arms regulations.
- (c) The parties shall adhere to any Data Processing Addendum (“**DPA**”) identified on an Order Form.
- (d) The Authority may collect Usage Data and use it to operate, improve, and support the Service and for other lawful governmental or public safety purposes, including benchmarking and reports. However, except as otherwise required by applicable law, the Authority shall not disclose Usage Data externally unless it is: (1) deidentified so that the Usage Data does not identify the Public Agency, its Users, or any other person; and (2) aggregated with data across other participants.
- (e) The Public Agency is the owner of all Public Agency Data and is required to provide Public Agency Data in a format agreed by the parties and as required by applicable Law. The Public Agency is responsible for ensuring the accuracy and currency of its Public Agency Data. Except as otherwise provided in this Agreement, the Public Agency shall have access to Public Agency Data at all times.
- (f) During a Term, the Public Agency may create reports of its Public Agency Data from the Service (or the Authority will otherwise make the Public Agency Data available to the Public Agency) as described in the Documentation.
- (g) The Authority will not store credit card account numbers and associated security information. Credit card data will be handled by a credit card data processor, subject to its terms, conditions, and policies.
- (h) The Authority shall comply with FOIA. However, pursuant to Section 5(9) of FOIA, 1976 PA 442, as amended, MCL 15.235(9), the Authority is not considered to be in possession of, retain, or be the custodian of a public record stored on behalf of the Public Agency. If the Authority receives a written request for a public record that is stored on behalf of the Public Agency, the Authority shall, within ten (10) business days after receipt of the request, give written notice to the requesting person identifying the Public Agency and stating that the requesting person must submit the request to the Public Agency.
- (i) Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, as amended, MCL 15.441 to MCL 15.445 (the “**EAPRA**”), the Authority may make Public Agency Data immediately available for public inspection, purchase, or copying by digital means. As a condition to the Authority providing enhanced access under the EAPRA, the Public Agency must first identify the Public Agency Data subject to the EAPRA and adopt an enhanced access policy that complies with the EAPRA. The Public Agency is responsible for ensuring that the fees for providing enhanced access that appear on the fee schedule maintained by the Authority pursuant to Section 11(b) of this MSA do not exceed a “reasonable fee” as that term is defined in the EAPRA, or that the Public Agency has established different reasonable fees in an Order Form.

5 **Support**

- (a) The Authority shall provide Support for the Service as described in the Support Policy.

6 **Statements**

- (a) Each party states the following:
 - (1) that it has the legal power and authority to enter into this Agreement;
 - (2) that it will use industry-standard measures to avoid introducing Viruses into the Service; and
 - (3) that it is not listed on any United States government list of prohibited or restricted parties.
- (b) The Public Agency states it is the owner of Public Agency Data, has the right to provide Public Agency Data with the Service, and grants the Authority the right to use Public Agency Data specified in this Agreement, without violating nonparty intellectual property, privacy, or other rights.
- (c) The Authority states the following:
 - (1) THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE AUTHORITY 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, TITLE, AND NON-INFRINGEMENT.
 - (2) The Authority makes no warranty that: (i) the Service will meet the Public Agency’s requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; or (iii) the results that may be obtained by the Service will be accurate or reliable.
 - (3) Any material or data downloaded or otherwise obtained through the use of the Service is accessed at the Public Agency’s discretion and risk. The Public Agency will be solely responsible for any damage to its computer system or loss of data that results from the downloading of any material.

7 **Usage**

- (a) The Public Agency shall comply with the Acceptable Use Policy and the Documentation.
- (b) Except as explicitly permitted in this Agreement, the Public Agency shall not and shall not permit others to do any of the following:
 - (1) sell, sublicense, distribute, or rent the Service or the data from the Service (in whole or part), excluding Public Agency Data;
 - (2) grant non-Users access to the Service or use the Service to provide a hosted or managed service to others;

- (3) reverse engineer, decompile, or seek to access the source code of the Service, except to the extent these restrictions are prohibited by Law, and then only upon advance written notice to the Authority;
- (4) copy, modify, create derivative works of, or remove proprietary notices from the Service;
- (5) conduct security or vulnerability tests of the Service, interfere with its operation, or circumvent its access restrictions;
- (6) use the Service to develop a product that competes with the Service.

8 **Auditing**

Upon the Authority's written request, the Public Agency shall provide a signed certification: (a) verifying the Service is being used in accordance with the terms of this Agreement; and (b) listing the locations in which the Service is accessed, number of Users, and any other information reasonably requested by the Authority. The Authority may, at the Authority's expense and not more than once annually, audit the Public Agency's use of the Service and compliance with this Agreement. The audit will be conducted during business hours and will not interfere with the Public Agency's activities. The Public Agency shall provide the Authority or its auditor with all reasonable information and assistance required to enable the Authority to determine whether the Public Agency is in compliance with this Agreement. If the audit reveals that the Public Agency has underpaid fees to the Authority, the Public Agency will be invoiced for the underpaid fees based upon the Authority's price list at the time the fees would have otherwise been incurred. If the Public Agency does not pay the underpaid fees within thirty (30) days after the invoice date, the Public Agency will be charged with interest at a rate of one and one-half percent (1.5%) per month or partial month until paid. If the audit reveals that the Public Agency has underpaid fees totaling five percent (5%) or more of the fees due in any year, the Public Agency shall reimburse the Authority for all reasonable expenses associated with the audit.

9 **Professional Services**

The Authority shall perform Professional Services as described in an Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services. The Public Agency shall give the Authority access within five (5) business days to Public Agency Materials reasonably needed by the Authority for Professional Services, and the Authority shall use the Public Agency Materials only for purposes of providing Professional Services. Except as otherwise expressly stated in an Order Form or Statement of Work, the Professional Services shall not include travel or lodging expenses. The Public Agency may use code or other deliverables that the Authority provides as part of Professional Services only in connection with the Public Agency's authorized use of the Service under this Agreement.

10 **Purchase of Third Party Products**

The Authority may from time to time facilitate the purchase by the Public Agency of third party products. The Authority's role will be limited to facilitating payment and the execution by the Public Agency of the applicable agreement with the third party product

vendor. The Authority will not be a party to this agreement with the third party product vendor, and will not have any responsibility or liability related to the performance of the third party product.

11 **Fees; Payment**

- (a) **Authorized Representatives.** The Public Agency shall provide the Authority with current written authorization identifying representatives who are authorized to execute Order Forms, including any limitations on their authority. The Public Agency shall promptly notify the Authority of any changes to authorized representatives. The Authority may rely on such written authorizations until notified of changes.
- (b) **Fee Schedules and Updates.** Current fee schedules shall be maintained by the Authority in a separate fee schedule document and made available through the Authority website. The Authority may update fee schedules from time to time with at least one hundred and twenty (120) days' notice, provided that the updated fee schedules shall not take effect until the next Term, consistent with this Section 11.
- (c) **Payment Terms.** Unless the Order Form states otherwise, all amounts are due within sixty (60) days after the invoice date. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Fees and expenses are not refundable, except as expressly provided in this Agreement.
- (d) **Appropriations and Budget Limitations.** All payment obligations under this Agreement and any Order Forms are subject to annual appropriation of funds by the Public Agency's governing body. If sufficient funds are not appropriated, the Public Agency may terminate the affected Order Form upon thirty (30) days' written notice to the Authority without penalty, provided that the Public Agency has made good-faith efforts to obtain necessary appropriations.
- (e) **Fee Disputes.** If the Public Agency disputes an invoice, the Public Agency shall notify the Authority within the payment period, and the parties must seek to resolve the dispute over a thirty (30)-day discussion period. The Public Agency is not required to pay disputed amounts during the discussion period but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.
- (f) **Taxes.** Unless the Public Agency is tax-exempt, the Public Agency is responsible for any sales, use, goods and services, value-added, withholding, or similar taxes or levies that apply to its Order Forms, whether domestic or foreign ("**Taxes**"), other than any income tax payable by the Authority. Fees do not include Taxes.

12 **Suspension**

The Authority may suspend the Public Agency's access to the Service and related services due to a Suspension Event, but where practicable, the Authority shall give the Public Agency prior notice so that the Public Agency may seek to resolve the issue and avoid suspension. The Authority is not required to provide prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once a Suspension

Event is resolved, the Authority shall promptly restore the Public Agency's access to the Service in accordance with this Agreement. For purposes of this Section 12, "**Suspension Event**" means: (a) Except during fee disputes as described in Section 11(f), the Public Agency's account is thirty (30) days or more overdue; (b) the Public Agency is in breach of Section 7; or (c) the Authority believes the Public Agency's use of the Service risks material harm to the Service or others.

13 **Term; Termination**

- (a) Each Term will last for an initial twelve (12)-month period unless the Order Form states otherwise. Each Term will renew for successive periods unless: (1) the parties agree on a different renewal Order Form; or (2) either party notifies the other of non-renewal at least thirty (30) days prior to the end of the current Term.
- (b) This Agreement starts on the Effective Date and continues until the end of all Terms, unless sooner terminated in accordance with its terms. If no Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.
- (c) Either party may terminate the applicable Order Form (in whole or in part) or this Agreement (together with all Order Forms) if the other party does one or more of the following:
 - (1) is in material breach of an Order Form or this Agreement and the breach remains uncured thirty (30) or more days after notice; or
 - (2) ceases operation without a successor.
- (d) Upon termination or cancellation of this Agreement, the Authority shall provide a copy of Public Agency Data to the Public Agency in an electronic format and time period determined by the Authority. Upon written confirmation from the Public Agency that it received its data, the Authority may delete Public Agency Data, and each party shall delete any Confidential Information of the other in its possession or control. If the Authority incurs any costs in copying Public Agency Data, the Public Agency shall be responsible for such costs and shall reimburse the Authority according to the terms of an invoice provided by the Authority. The Authority may waive these costs in its sole discretion.
- (e) The Public Agency's right to use the Service, Support, and Professional Services ends upon any termination or expiration of the applicable Order Form or this Agreement, subject to this Section 13.
- (f) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.
- (g) Sections 1, 4, 7, 8, 11, 13, 14, and 17 through 33, will survive the termination of this Agreement.

14 **U.S. Government Public Agencies**

To the extent applicable, the Service is "commercial computer software" or a "commercial item" for purposes of Federal Acquisition Regulation (FAR) 12.212 and for

Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202. Use, reproduction, release, modification, disclosure, or transfer of the Service is governed solely by the terms of this Agreement, and all other use is prohibited.

15 Trials and Betas

The Authority may offer optional Trials and Betas. Use of Trials and Betas is permitted only for the Public Agency's internal evaluation during the period designated by the Authority on the Order Form (or if not designated, thirty (30) days). Either party may terminate the Public Agency's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, the Authority offers no warranty, indemnity, SLA, or Support for Trials and Betas and its liability for Trials and Betas will not exceed \$1,000.

16 Subcontractors

- (a) The Authority may use subcontractors and permit them to exercise its rights and fulfill its obligations under this Agreement, but the Authority remains responsible for their compliance with this Agreement and for the Authority's overall performance under this Agreement.
- (b) Section 16(a) does not limit any additional terms for subprocessors under a Data Protection Addendum.
- (c) Technology Partners are not subcontractors under this Agreement.

17 Intellectual Property

- (a) Neither party grants the other any rights or licenses not expressly set out in this Agreement.
- (b) Except for the Authority's express rights in this Agreement, as between the parties, the Public Agency retains all intellectual property and other rights in Public Agency Data and Public Agency Materials provided to the Authority.
- (c) Except for the Public Agency's express rights in this Agreement, as between the parties, the Authority and its licensors retain all intellectual property and other rights in the Service, Professional Services deliverables, and related Authority technology.
- (d) If the Public Agency provides the Authority feedback regarding improvement or operation of the Service, the Authority may use the feedback without restriction or obligation.

18 Confidentiality

- (a) A party receiving Confidential Information shall:
 - (1) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement;
 - (2) not disclose Confidential Information to nonparties without the other party's prior approval, except as permitted in this Agreement;

- (3) protect Confidential Information using at least the same precautions the party receiving Confidential Information uses for its own similar information, with no less than a reasonable standard of care.
- (b) A party receiving Confidential Information may disclose the Confidential Information to its employees, agents, contractors, and other representatives with a legitimate need to know (including, for the Authority, any subcontractors), if the party receiving the Confidential Information remains responsible for its compliance with this Section 18 and is bound to confidentiality obligations no less protective than those included in this Section 18.
- (c) Confidentiality obligations under this Section 18 do not apply to information that the party receiving the information can document: (1) is or becomes public knowledge through no fault of the recipient; (2) it rightfully knew or possessed, without confidentiality restrictions, before receipt from the disclosing party; (3) it rightfully received from a nonparty without confidentiality restrictions; or (4) it independently developed without using or referencing Confidential Information.
- (d) The parties acknowledge that a breach of this Section 18 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 18, the party disclosing the Confidential Information may seek appropriate equitable relief, including an injunction, in addition to other remedies.
- (e) A party receiving Confidential Information may disclose Confidential Information to the extent required by Law, including FOIA. If permitted by Law, the party receiving Confidential Information shall provide the party disclosing Confidential Information with reasonable advance notice of the required disclosure and reasonably cooperate, at the disclosing party's expense, to obtain confidential treatment for the Confidential Information.

19 Liability Limitations

- (a) Except when prohibited by law, the Authority's entire liability arising out of or related to this Agreement will be subject to a cap of the amounts paid or payable by the Public Agency to the Authority under this Agreement in the twelve (12) months immediately preceding the first incident giving rise to liability.
- (b) Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of the possibility of any in advance.

20 Mutual Compliance with Laws

- (a) Each party shall comply with all Laws that apply to its performance under this Agreement, including, but not limited to, the C.J.I.S. Policy Council Act, 1974 PA 163, as amended, MCL 28.211 to 28.216.
- (b) Through this Agreement, the parties commit that they will operate all software solutions in conformance with the CJIS Security Policy ("CJISSECPOL") Version 6.0 and any successor brought into effect by the Federal Bureau of Investigation

(the “FBI”) during the term of this Agreement, but excluding draft versions of CJISSECPOL released for comment or review and similar proposed policy versions that may be released by the FBI but not finally adopted.

- (c) In accordance with CJISSECPOL, certain control requirements apply to personnel with unescorted access to unencrypted criminal justice information, including the parties’ personnel operating these solutions. These controls include:
 - (1) PS-3 (Personal Screening), mandating that the criminal justice agency using the Service conduct a fingerprint-based record check on the parties’ personnel;
 - (2) AT-3 (Awareness and Training), mandating that the parties’ personnel complete annual CJIS Security Awareness Training; and
 - (3) SA-9 (External System Services), mandating that the parties’ personnel sign the CJIS Security Addendum.

21 **Catastrophic Event**

- (a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply is not a breach if: (1) that party uses Reasonable Efforts to perform those obligations; (2) that party’s inability to perform those obligations is not due to its failure to: (A) use Reasonable Efforts to protect itself against events or circumstances of the same type as that Catastrophic Event; or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event; and (3) that party complies with its obligations under Section 21(b).
- (b) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Catastrophic Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party shall update that information as reasonably necessary. During a Catastrophic Event, the noncomplying party shall use Reasonable Efforts to limit damages to the other party and to resume its performance under this Agreement.
- (c) For purposes of this Section 21, the following definitions apply:
 - (1) “**Catastrophic Event**” means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party’s not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.
 - (2) “**Reasonable Efforts**” means, with respect to a given obligation, the efforts, consistent with the practice of other non-state governmental entities in Michigan and their vendors with respect to a Catastrophic

Event, that a reasonable person in the party's position would use to comply with that obligation as promptly as possible.

22 Governmental Function; Immunity

The parties performance of their obligations under this Agreement is a governmental function of providing criminal justice and public safety services to serve the public and to provide aid for persons and property. The parties intend that nothing in this Agreement be interpreted as a waiver by any party of any governmental immunity available to a party under Laws.

23 Nonparties

Except as expressly provided in this Agreement, this Agreement does not create for any party and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this Agreement, or any other right.

24 Non-Assignment

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

25 Authority Name Changes

The Authority may change its name from time to time as provided in Section 5.6 of the Interlocal Agreement. Any such name change shall not require amendment of this Agreement, and all references to the Authority by its former name shall be deemed to refer to the Authority as renamed.

26 Modification; Waiver

- (a) Subject to Sections 26(d) and 26(e), no amendment of this Agreement will be effective unless it is in writing, approved by the governing body of the Authority, and signed by an authorized officer of the Public Agency.
- (b) The parties may amend the quantities or other items on an Order Form by mutual written agreement.
- (c) No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.
- (d) With notice to the Public Agency, the Authority may modify the Support Policy or Security Measures to reflect new features or changing practices, but the modifications must not be retroactive or materially decrease the Authority's overall obligations during a Term.
- (e) An Order Form may not modify any other part of this Agreement unless the Order Form specifically identifies the provisions that it modifies.

27 **Notice**

- (a) A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:
 - (1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;
 - (2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it;
 - (3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this Section 27 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this Section 27; or
 - (4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- (b) For a notice under this Agreement to be valid, it must be addressed using the information in the Order Form for that party or any other information stated by that party in a notice in accordance with this Section 27.
- (c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

28 **Points of Contact**

In addition to notice contact information, the Public Agency shall designate on the Order Form contact information for one individual to act as a primary contact person and a second individual to act as a secondary contact person for the Public Agency for communications relating to the Service and its operation and use. The Public Agency shall notify the Authority of any change in the Public Agency's primary contact person or secondary contact person by notifying the Authority pursuant to Section 27.

29 **Severability**

The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret this Agreement as follows:

- (a) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (b) if an unenforceable provision is modified or disregarded in accordance with this Section 29, by holding that the rest of the Agreement will remain in effect as written;

- (c) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (d) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

30 **Electronic Signatures**

- (a) If this Agreement is an Electronically Signed Document, all of the following apply:
 - (1) the Authority states that the intention of an individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (2) The Public Agency states that the intention of an individual signing on behalf of the Public Agency on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and
 - (4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.
- (b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this Agreement. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this Agreement.
- (c) For purposes of this Section 30, the following definitions apply:
 - (1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.
 - (2) **"Electronically Signed Document"** means any document received by a party in connection with this Agreement, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

31 **Governing Law**

Michigan law governs this Agreement.

32 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial proceeding to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring the proceeding in the courts of the State of Michigan.

33 **Entire Agreement**

This Agreement is the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether oral or written, between the parties.

4916-4051-6262.1

In Process



INTERLOCAL AGREEMENT

This interlocal agreement is between OAKLAND COUNTY, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573 (the “**County**”), the CHARTER TOWNSHIP OF BLOOMFIELD, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 (“**Bloomfield Township**”), the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 (“**White Lake Township**”), and each other “**Public Agency**” (as defined in section 1.1(a)(35)) that becomes a “**Participant**” (as defined in section 1.1(a)(29)) pursuant to this agreement.

In 1968, the County created an information system for courts and law enforcement (the “**CLEMIS System**”) (as defined in section 1.1(a)(13)) to address the inability of criminal justice and public safety agencies to electronically share data in a timely manner.

Since its creation, the CLEMIS System, which is operated and maintained by the County’s Department of Information Technology, has expanded to become a multi-faceted, regional public safety information management system used by the County and many other Public Agencies. The CLEMIS System is composed of several software applications.

The purpose of the CLEMIS System is to provide innovative technology and related services to criminal justice and public safety agencies to enable the sharing of data and the improved delivery of criminal justice and public safety services. Public Agencies using the CLEMIS System have realized lower costs and efficiencies in providing criminal justice and public safety services, thereby providing first responders additional time to serve and protect residents.

The County has the power, privilege, and authority under Michigan law to provide criminal justice and public safety services.

Bloomfield Township, White Lake Township, and each Participant also each have the power, privilege, and authority to provide criminal justice and public safety services.

Section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512, authorize a Public Agency to exercise jointly with any other Public Agency any power, privilege, or authority that the Public Agencies share in common and that each might exercise separately.

The parties want to jointly exercise powers related to criminal justice and public safety services and create a new intergovernmental entity to operate and manage the CLEMIS System.

The parties therefore agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms

- (a) For purposes of this agreement, the following definitions apply:
- (1) **“Act 7”** means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512.
 - (2) **“Assumed Liabilities”** means that phrase as defined in section 6.2(a)(8).
 - (3) **“Authority”** means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.
 - (4) **“Authority Board”** means that phrase as defined in section 4.1.
 - (5) **“Authorizing Resolution”** means that phrase as defined in section 9.1(b).
 - (6) **“Bloomfield Township”** means the Charter Township of Bloomfield, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.
 - (7) **“Budget Act”** means the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.
 - (8) **“Business Day”** means a day other than a Saturday, Sunday, or legal holiday observed by the State of Michigan.
 - (9) **“Cash and Cash Equivalents”** means that phrase as defined in section 6.2(c)(1).
 - (10) **“C.J.I.S. Act”** means the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215.
 - (11) **“CLEMIS Authority”** means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.
 - (12) **“CLEMIS Main Services Agreement”** or **“CLEMIS MSA”** means the services agreement provided for in section 3.5.
 - (13) **“CLEMIS System”** means the criminal justice information system for courts and law enforcement created by the County, operated and maintained as “CLEMIS” by the County’s Department of Information Technology before February 1, 2026, and transferred to and operated and maintained by the Authority pursuant to this agreement after January 31, 2026.
 - (14) **“Contracts”** means that term as defined in section 6.2(c)(2).
 - (15) **“Copyrights”** means that term as defined in section 6.2(c)(5)(C).

- (16) **“County”** means Oakland County, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573.
- (17) **“County I.T. Services Agreement”** means that phrase as defined in section 6.7(a).
- (18) **“Criminal Justice Agency”** means a court or other Public Agency, or any subunit of the court or Public Agency, that engages in the administration of criminal justice pursuant to a law or executive order and that allocates a substantial part of its annual budget for the administration of criminal justice. Criminal Justice Agency includes a state or federal inspector general office.
- (19) **“Effective Date”** means the effective date of this agreement as provided under section 10.1.
- (20) **“Executive Committee”** means the executive committee of the Authority Board created under section 4.5.
- (21) **“Executive Director”** means the executive director of the Authority provided for under section 4.12.
- (22) **“Initial Participants”** includes the County, Bloomfield Township, and White Lake Township.
- (23) **“Intellectual Property”** means that phrase as defined in section 6.2(c)(3).
- (24) **“Intellectual Property Agreements”** means that phrase as defined in section 6.2(c)(4).
- (25) **“Intellectual Property Assets”** means that phrase as defined in section 6.2(c)(5).
- (26) **“Nonparty Claim”** means that phrase as defined in section 11.2(f)(1).
- (27) **“OMA”** means the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275, as defined in section 4.3.
- (28) **“Operations”** means that term as defined in section 6.2(a)(7).
- (29) **“Participant”** means a party to this agreement other than the Initial Participants.
- (30) **“Participation Agreement”** means an agreement with a Participant in the form provided at exhibit A.
- (31) **“Participation Form”** means that phrase as defined in section 9.1(a).
- (32) **“Patents”** means that term as defined in section 6.2(c)(5)(A).
- (33) **“Person”** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity.

- (34) **“Proceeding”** means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.
- (35) **“Public Agency”** means a political subdivision of the State of Michigan or of another state of the United States or of Canada, including a state government; a county, city, village, township, charter township, school district, single or multipurpose special district, or single or multipurpose public authority; a provincial government, metropolitan government, borough, or other political subdivision of Canada; an agency of the United States government; or a similar entity of any other state of the United States and of Canada. As used in this section 1.1(a)(35), agency of the United States government includes an Indian tribe recognized by the federal government before 2000 that exercises governmental authority over land within the State of Michigan.
- (36) **“Representative”** means that term as defined in section 11.2(f)(2).
- (37) **“Tangible Personal Property”** means that phrase as defined in section 6.2(a)(6).
- (38) **“Trademarks”** means that term as defined in section 6.2(c)(5)(B).
- (39) **“Trade Secrets”** means that phrase as defined in section 6.2(c)(5)(G).
- (40) **“Transfer Agreement”** means that phrase as defined in section 6.2(a).
- (41) **“Transfer Date”** means that phrase as defined in section 6.2(a).
- (42) **“Transferred Assets”** means that phrase as defined in section 6.2(a)(7).
- (43) **“White Lake Township”** means the Charter Township of White Lake, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

ARTICLE 2 PURPOSE

2.1 **Purpose of Agreement**

The purpose of this agreement is to create and empower a public body corporate and politic to implement the powers, privileges, and authorities of each of the parties with respect to the subject matter of this agreement, including the operation of a public safety management information system for court and law enforcement purposes.

2.2 **Method for Exercise of Power**

The Authority will exercise power under this agreement as provided in this agreement.

2.3 **Management and Direction**

The Executive Committee has the responsibility, authority, and right to manage and direct on behalf of the public the functions or services performed or exercised under this agreement to the extent provided in this agreement.

ARTICLE 3 CREATION OF AUTHORITY

3.1 **Creation of CLEMIS Authority**

The Courts and Law Enforcement Management Information System (CLEMIS) Authority is hereby created as a separate legal entity for the purpose of exercising the powers, privileges, and authorities under this agreement and applicable law, including executing the provisions of this agreement. The Authority is a public body corporate and politic. The Authority may use the name “CLEMIS Authority”.

3.2 **Principal Office**

The principal office of the Authority will be at a location determined by the Executive Committee.

3.3 **Title to Authority Assets**

Unless otherwise expressly provided in this agreement, all property of the Authority is owned by the Authority as a separate legal entity and public body corporate and politic, and no party has any ownership interest in property of the Authority.

3.4 **Tax-Exempt Status**

- (a) The Authority must not be operated for profit.
- (b) No part of any earnings of the Authority may inure to the benefit of a Person other than the Initial Participants or the Participants.
- (c) The parties intend that the activities of the Authority are tax exempt as governmental functions carried out by an instrumentality or political subdivision of government under section 115 of the Internal Revenue Code of 1986, as amended, 26 USC 115, or any corresponding provisions of any future federal tax code.
- (d) The parties also intend that the activities of the Authority are governmental functions carried out by a political subdivision of the State of Michigan, exempt to the extent provided under Michigan law from taxation, including all of the following:
 - (1) income taxes under the City Income Tax Act, 1964 PA 284, as amended, MCL 141.501 to 141.787;
 - (2) sales taxes under the General Sales Tax Act, 1933 PA 167, as amended, MCL 205.51 to 205.78;
 - (3) use taxes under the Use Tax Act, 1937 PA 94, as amended, MCL 205.91 to 205.111;

- (4) income taxes under the Income Tax Act of 1967, 1967 PA 281, as amended, MCL 206.1 to 206.847; and
- (5) property taxes under The General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 to 211.155.

3.5 **CLEMIS Main Services Agreement**

After January 31, 2026, each party also must be a party to a CLEMIS Main Services Agreement (“**CLEMIS MSA**”) between the party and the Authority relating to the use of the CLEMIS System by that party. The Authority may enter into a CLEMIS MSA with a Public Agency that is not an Initial Participant or a Participant.

3.6 **Statements of Fact**

- (a) Each party states that it has taken all action and secured all approvals required to permit the party to enter into this agreement.
- (b) Each party states that the individual signing this agreement on behalf of the party has the legal authority to sign this agreement and to bind the party to the terms of this agreement.
- (c) The verb used to introduce a statement of fact in this agreement is not intended to affect the remedies available for inaccuracy of that statement of fact.

ARTICLE 4 GOVERNANCE

4.1 **Authority Board**

- (a) A board is created for the Authority (the “**Authority Board**”) as required by section 7(1) of Act 7, MCL 124.507(1). The Authority Board includes all of the following members:
 - (1) one member appointed by the governing body of the County;
 - (2) one member appointed by the governing body of Bloomfield Township;
 - (3) one member appointed by the governing body of White Lake Township;
 - (4) one member appointed by the governing body of each Participant;
 - (5) one member appointed by the county executive of the County (the “**County Executive**”) who is an employee or officer of the County;
 - (6) one member appointed by the County Executive who is an employee or officer of the Office of the Oakland County Sheriff; and
 - (7) 15 other members appointed by the County Executive.
- (b) All of the following apply to a member of the Authority Board appointed under section 4.1(a):

- (1) each member must be appointed for a term of four years unless the member is being appointed to fill a vacancy caused for a reason other than the expiration of a term;
 - (2) a member may be removed from the Authority Board at the will of the appointing authority for the member;
 - (3) a vacancy caused for a reason other than the expiration of a term must be filled by the appointing authority for the vacating member for the remainder of the vacating member's unexpired term; and
 - (4) a member may continue to serve after the expiration of the member's term until a successor is appointed and qualified.
- (c) Before entering upon the duties as a member of the Authority Board, each member of the Authority Board must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.
- (d) An appointing authority under section 4.1(a) shall notify the Executive Committee of any appointments made under section 4.1(a).

4.2 **Authority Board Powers**

The Authority Board shall review the annual audit of the Authority, may evaluate the performance of the Authority, and shall, if required by law, review acts of the Executive Committee. The Authority Board may advise the Executive Committee on all matters relating to the Authority, including the Authority's budget and amendments to this agreement.

4.3 **Authority Board Meetings**

The County Executive shall convene the initial meeting of the Authority Board. The Authority Board shall hold at least one annual meeting at the place, date, and time determined by the Authority Board. Meetings of the Authority Board must comply with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275 (the "**OMA**"). Public notice of the time, date, and place of Authority Board meetings must be provided in the manner required by the OMA.

4.4 **Authority Board Quorum and Voting**

A majority of the members of the Authority Board then in office will constitute a quorum for the transaction of Authority Board business. The Authority Board shall act by a majority vote of the members appointed and serving at the time of the vote. Members of the Authority Board shall not engage in proxy voting.

4.5 **Executive Committee**

- (a) An executive committee of the Authority Board (the "**Executive Committee**") is hereby created.

- (b) The Executive Committee consists of the following nine members of the Authority Board:
 - (1) the member of the Authority Board appointed by the County Executive under section 4.1(a)(5); and
 - (2) eight members appointed by the County Executive, including all of the following:
 - (A) two members of the Authority Board representing cities, townships, or villages;
 - (B) one member of the Authority Board representing counties; and
 - (C) five members of the Authority Board representing other Public Agencies.
- (c) The initial terms of office of the members of the Executive Committee appointed under section 4.5(b)(2) will be as follows:
 - (1) two members appointed for a term of four years;
 - (2) two members appointed for a term of three years;
 - (3) two members appointed for a term of two years; and
 - (4) two members appointed for a term of one year.
- (d) After the initial terms under section 4.5(b)(2), subsequent appointments of members of the Executive Committee appointed under section 4.5(b)(2) will be for terms of four years. The County Executive shall fill a vacancy on the Executive Committee caused other than by expiration of a term in the same manner as the original appointment under section 4.5(b)(2) for the balance of the unexpired term.
- (e) A member of the Executive Committee may continue to serve after the expiration of the member's term until a successor is appointed and qualified.
- (f) To serve as a member of the Executive Committee, a person must be a member of the Authority Board.
- (g) Before entering upon the duties as a member of the Executive Committee, each member of the Executive Committee must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

4.6 **Executive Committee Powers**

Except as otherwise provided in section 4.2, the Executive Committee shall exercise the powers of the Authority. The Executive Committee shall appoint the Executive Director of the Authority. The Executive Committee has the power to manage and direct on behalf of the public the functions or services performed under this agreement. The Executive

Committee is responsible for compliance by the Authority with rules and procedures applicable to the Authority under the C.J.I.S. Act.

4.7 **Executive Committee Meetings**

The member of the Executive Committee described in section 4.5(b)(1) shall convene the initial meeting of the Executive Committee and shall serve as chairperson of the Executive Committee. The Executive Committee shall meet regularly at the place, date, and time as the Executive Committee determines, but not less than quarterly. Meetings of the Executive Committee must comply with the OMA. Public notice of the time, date, and place of Executive Committee meetings must be given in the manner required by the OMA.

4.8 **Executive Committee Quorum and Voting**

A majority of the members of the Executive Committee then in office constitutes a quorum for the transaction of business. The Executive Committee shall act by a majority vote of its members. Members of the Executive Committee shall not engage in proxy voting.

4.9 **Bylaws**

The Executive Committee may adopt bylaws consistent with this agreement and applicable law governing the activities of the Executive Committee.

4.10 **Committees**

- (a) The Executive Committee shall establish a Finance Committee as an advisory body consisting of members of the Authority Board to advise the Executive Committee not less than once per year on fees and other charges sufficient to pay the expenses of the CLEMIS System and the Authority.
- (b) The Executive Committee may establish other committees consisting of members of the Authority Board to advise the Executive Committee on matters relating to the Authority and this agreement.

4.11 **Advisory Groups**

The Executive Committee may establish advisory groups consisting of individuals representing parties to this agreement and persons or entities to which the Authority provides services to advise the Executive Committee on matters relating to the Authority, including a user advisory group.

4.12 **Executive Director**

The Executive Committee shall appoint the chief executive officer of the Authority (the “**Executive Director**”). The Executive Director shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Authority, subject to oversight of the Executive Committee. The Executive Director shall receive compensation as determined by the Executive Committee. All terms and conditions of the Executive Director’s employment, including length of service, must be specified in a written contract between the Executive Director and the Authority. The Executive Director will serve at the pleasure of the Executive Committee, and the Executive Committee may remove or

discharge the Executive Director by a vote of at least a majority of the members of the Executive Committee.

4.13 **Fiduciary Duty**

The members of the Authority Board, the Executive Committee, and the Executive Director are under a fiduciary duty to conduct the activities and affairs of the Authority in the best interests of the Authority, including the safekeeping and use of all Authority money and other Authority assets for the benefit of the Authority. The members of the Authority Board, the Executive Committee, and the Executive Director shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

4.14 **Compensation**

The members of the Authority Board and the Executive Committee will receive no compensation for the performance of their duties. A member of the Authority Board or the Executive Committee may engage in private or public employment, or in a profession or business. Members of the Authority Board and the Executive Committee may be reimbursed by the Authority for expenses incurred (such as travel and meals) relating to the performance of official duties of the Authority.

4.15 **Ethics and Conflicts of Interest**

The Executive Committee shall adopt ethics policies governing the conduct of Authority Board members, the Executive Committee, and the officers and employees of the Authority. The policies must be no less stringent than those provided for public officers and employees under 1973 PA 196, as amended, MCL 15.341 to 15.348. Members of the Authority Board, the Executive Committee, and the officers and employees of the Authority will be deemed to be public servants under 1968 PA 317, as amended, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Executive Committee shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

4.16 **Fees and Charges**

The Executive Committee shall establish fees and other charges sufficient with other resources to pay the expenses of the CLEMIS System and the Authority. When establishing fees and other charges, the Executive Committee shall consider any recommendation from the Finance Committee required by section 4.10(a).

ARTICLE 5 POWERS OF AUTHORITY

5.1 **General Powers**

- (a) In carrying out its purposes and otherwise executing this agreement, the Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority that the parties share in common and that each might exercise separately

to the fullest extent permitted by Act 7 and other applicable law. The enumeration of a power in this agreement is not a limitation upon the powers of the Authority.

- (b) Among other things, the Authority may do all of the following:
 - (1) make or enter into contracts;
 - (2) employ agencies or employees;
 - (3) acquire, construct, manage, maintain, or operate buildings, works, or improvements;
 - (4) acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property;
 - (5) incur debts, liabilities, or obligations that, except as expressly authorized by the parties, do not constitute the debts, liabilities, or obligations of any of the parties;
 - (6) cooperate with a Public Agency or an agency or instrumentality of the Public Agency;
 - (7) make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
 - (8) form other entities necessary to further the purposes of this agreement; and
 - (9) sue and be sued in the name of the Authority.
- (c) The Authority may not bind a party to this agreement, unless otherwise agreed to by the party.
- (d) The Authority may not levy a tax.

5.2 **Additional Powers**

- (a) The Authority also may do all of the following:
 - (1) employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable law;
 - (2) fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;
 - (3) promulgate necessary rules and provide for their enforcement by or with the assistance of the parties to accomplish the purposes of this agreement;
 - (4) accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this agreement;
 - (5) apply for and accept grants, loans, or contributions from any source and secure grants, loans, or other contributions;
 - (6) make claims for federal or state aid payable to a party on account of the execution of this agreement, with the consent of the party;

- (7) determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;
 - (8) adjudicate disputes or disagreements, the effects of failure of the parties to pay their shares of the costs and expenses agreed to by the parties, and the rights of the other parties in such cases;
 - (9) engage auditors to perform independent audits of the financial statements of the Authority;
 - (10) invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;
 - (11) employ legal, financial, and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;
 - (12) study, develop, and prepare reports or plans the Authority considers necessary to further the purposes of this agreement and to monitor and evaluate performance under this agreement; and
 - (13) indemnify, as permitted by law, and procure insurance indemnifying any members of the Authority Board, Executive Committee, or officers or employees of the Authority from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Authority.
- (b) The Authority may enter into agreements, contracts, or arrangements with a Public Agency or other Person necessary or appropriate to assist the Authority in carrying out its duties and functions.
 - (c) The Authority may accept gifts, grants, bequests, and other donations for use in performing the Authority's functions. Money or property accepted must be used as directed by the donor in accordance with applicable law, rules, and procedures. The Authority may receive local, state, and federal funds to accomplish its purposes.
 - (d) The Authority may form and own other legal entities to further the purposes of this agreement. The Authority may cooperate with a Public Agency, an instrumentality of that Public Agency, or other legal or administrative entities created under Act 7.

5.3 **Bonds or Notes; Limitation**

- (a) The Authority shall not issue any type of bond in its own name, except as provided in this section 5.3, or in any way indebted a party except as expressly authorized by that party.
- (b) The Authority may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes, but the Authority must not borrow money or issue bonds or notes for an amount that, together with the total outstanding bonded indebtedness of the Authority, exceeds 2 mills of the taxable value of the taxable property within the geographic areas of the parties as

determined under section 27a of The General Property Tax Act, as amended, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7.

- (c) Bonds or notes issued by the Authority are the debt of the Authority and not of the parties.
- (d) Bonds or notes issued by the Authority are for an essential public and governmental purpose. Pursuant to section 7(7) of Act 7, MCL 124.507(7), bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes.
- (e) Bonds or notes issued by the Authority are subject to the Revised Municipal Finance Act, 2001 PA 34, as amended, MCL 141.2101 to 141.2821.

5.4 **Criminal Justice Agency**

- (a) The Authority may exercise the powers, privileges, and authorities of a Criminal Justice Agency. The Authority is hereby designated to perform criminal justice functions and authorized to perform the administration of criminal justice.
- (b) The Authority shall comply with applicable state and federal laws relating to criminal justice information, including the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215 (the “**C.J.I.S. Act**”), and applicable provisions of the state administrative rules promulgated pursuant to the C.J.I.S. Act.
- (c) To the extent permitted by applicable law, the Authority may obtain an originating agency identifier (ORI) assignment from the Criminal Justice Information Services Division of the Federal Bureau of Investigation.

5.5 **Limitation on Political Activity**

The Authority shall not spend any public funds on political activities. This section 5.5 is not intended to prohibit the Authority from engaging in activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, as amended, MCL 169.201 to 169.282.

5.6 **Name of Authority and System**

The Executive Committee may change the name of the Authority and the name used for the CLEMIS System. The Executive Committee shall notify each party to this agreement of a name change under this section 5.6. A name change under this section 5.6 is effective upon a date provided by the Executive Committee after notice required by this section is provided.

ARTICLE 6 CONTRIBUTIONS BY COUNTY

6.1 **Startup Advance**

Not less than 10 Business Days after the Effective Date, the County shall transfer to the Authority \$250,000.00 for the initial startup costs of the Authority.

6.2 Transfer of CLEMIS System Assets to Authority

- (a) Subject to section 6.2(b), effective February 1, 2026 (the “**Transfer Date**”), the County shall transfer to the Authority all of the following both owned by the County and relating to the CLEMIS System, as provided in a transfer agreement between the County and the Authority entered into before the Transfer Date (the “**Transfer Agreement**”):
- (1) Cash and Cash Equivalents, including money relating to the CLEMIS System in County internal fund numbers FND53500 (CLEMIS) and FND53100 (Fire Records Management);
 - (2) accounts or notes receivable owned by the County, and any security, claim, remedy, or other right related to each such account or note receivable;
 - (3) inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories (including consumables);
 - (4) Contracts;
 - (5) Intellectual Property Assets;
 - (6) furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property (the “**Tangible Personal Property**”);
 - (7) any permits or licenses issued by a governmental authority held by the County and required for the conduct of the operations of the CLEMIS System (the “**Operations**”) or for the ownership and use of the assets transferred under the Transfer Agreement (“**Transferred Assets**”);
 - (8) any rights to any actions of any nature available to or being pursued by the County to the extent related to the Operations, the Transferred Assets, or liabilities assumed by the Authority under the Transfer Agreement (the “**Assumed Liabilities**”), whether arising by way of counterclaim or otherwise;
 - (9) any prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, and fees;
 - (10) any of the County’s rights under warranties, indemnities, and all similar rights against other Persons to the extent related to any assets transferred under the Transfer Agreement;
 - (11) any insurance benefits, including rights and proceeds, arising from or relating to the Operations, the Transferred Assets, or the Assumed Liabilities;
 - (12) copies of any records, including books of account, ledgers, and general, financial, and accounting records, CLEMIS System user lists, user purchase

histories, user agreements, supplier lists, quality control records and procedures, user complaints and inquiry files, research and development files, records and data, strategic plans, internal financial statements, marketing and promotional surveys, material and research, and files relating to the Intellectual Property Assets and the Intellectual Property Agreements; and

- (13) the goodwill and the going concern value of the Operations.
- (b) The Transfer Agreement may designate assets retained by the County and not transferred to the Authority.
- (c) For purposes of this section 6.2, the following definitions apply:
 - (1) **“Cash and Cash Equivalents”** means any cash and cash equivalents (including commercial paper, certificates of deposit, and other bank deposits, treasury bills, short-term investments, and all other marketable securities), investment accounts, and other similar cash items, less uncleared checks, wires, automated clearinghouse (ACH) settlements, and drafts.
 - (2) **“Contracts”** means any contracts, licenses, instruments, notes, commitments, undertakings, joint ventures, donation agreements, and any other agreements, commitments, and legally binding arrangements, whether written or oral, including any legally binding amendments to the preceding.
 - (3) **“Intellectual Property”** means Intellectual Property both owned by the County and used or held for use in the conduct of the operations of the CLEMIS System as currently conducted or proposed to be conducted, and all (A) royalties, fees, income, payments, and other proceeds now or later due or payable to the County relating to the Intellectual Property, and (B) claims and causes of action relating to the Intellectual Property, whether accruing before, on, or after the Transfer Date, including any rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation of applicable law.
 - (4) **“Intellectual Property Agreements”** means any license, sublicense, consent to use agreement, settlement, coexistence agreement, covenant not to sue, waiver, release, permission, or other agreement, written or oral, relating to Intellectual Property that is used or held for use in the conduct of the Operations as currently conducted or proposed to be conducted to which the County is a party, beneficiary, or otherwise bound.
 - (5) **“Intellectual Property Assets”** means any rights in, arising out of, or associated with any of the following in any jurisdiction:

- (A) issued patents and patent applications (whether provisional or non-provisional), including divisional, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the preceding and other government issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (“**Patents**”);
- (B) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, and the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“**Trademarks**”);
- (C) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the preceding (“**Copyrights**”);
- (D) internet domain names (including “clemis.org”) and social media accounts or user names (including handles), whether or not Trademarks, any associated web addresses, URLs, websites and web pages, social media sites, and pages, and any content and data on or relating to the websites and web pages, social media sites, and pages, whether or not Copyrights;
- (E) mask works, and any registrations, applications for registration, and renewals of the registrations or applications for registration;
- (F) industrial designs, and all Patents, registrations, applications for registration, and renewals;
- (G) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, Technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and any related rights (“**Trade Secrets**”);
- (H) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other related documentation;
- (I) rights of publicity; and
- (J) any other intellectual or industrial property and proprietary rights.

6.3 Other Assets

On the Transfer Date, in addition to other assets transferred by the County to the Authority, the County shall transfer \$9,750,000.00 to the Authority.

6.4 **Liabilities and Contingencies**

On the Transfer Date, the County shall transfer to the Authority and the Authority shall assume the liabilities and contingencies of the County relating to the CLEMIS System as detailed in the Transfer Agreement.

6.5 **County Property and Facilities**

Beginning on the Transfer Date, and continuing through September 30, 2027, the County shall provide the Authority with the use of County facilities and property needed for the operation of the CLEMIS System by the Authority as provided in the Transfer Agreement, including a separately executed lease agreement. The Authority may enter into agreements with the County for the use of County property and facilities effective after September 30, 2027.

6.6 **County Telecommunications and Network Equipment and Services**

Beginning on the Transfer Date and continuing through September 30, 2027, the County shall provide the Authority with the use of the County telecommunications and network equipment and services as provided in the Transfer Agreement. The Authority may enter into agreements with the County for the use of County telecommunications and network equipment effective after September 30, 2027.

6.7 **County I.T. Services Agreements**

- (a) By October 3, 2025, the County shall notify each Public Agency that is a party to an agreement for information technology services with the County providing the Public Agency with access to the CLEMIS System (each a “**County I.T. Services Agreement**”) of the cancellation of the County I.T. Services Agreement by the County effective February 1, 2026.
- (b) When providing notice to a Public Agency under section 6.7(a), the County shall provide the Public Agency with information provided by the Authority regarding the transfers provided under this agreement and instructions on how the Public Agency may enter into an agreement with the CLEMIS Authority for continued access to the CLEMIS System after January 31, 2026.
- (c) If the County enters into a County I.T. Services Agreement after the Effective Date, the County I.T. Services Agreement must provide for the termination of the County I.T. Services Agreement effective February 1, 2026.
- (d) The County and the Authority may enter into agreements and execute other documents necessary to effectuate this section 6.7.

6.8 **Other Revenue**

After January 31, 2026, the County shall transfer to the Authority money paid to the County and attributable to the CLEMIS System. A transfer under this section 6.8 must be paid to the Authority within 15 Business Days after the end of the month in which money is paid to the County.

6.9 **Nonparty Consents**

To the extent that the County's rights under any agreement or permit that is a Transferred Asset under the Transfer Agreement, or any other Transferred Asset under the Transfer Agreement, may not be assigned to the Authority without the consent of another Person, and the consent has not been obtained as of the Transfer Date, it is the intent of the parties that this Agreement not be construed to assign the Transferred Asset to the Authority if the attempted assignment would constitute a breach of the agreement or permit or be unlawful, and the County shall use reasonable efforts to obtain any required consent as promptly as possible. If any consent is not obtained or if any attempted assignment would be ineffective or would impair the Authority's rights under the Transferred Asset in question, so that the Authority would not effectively acquire the benefit of the rights relating to the Transferred Asset, the County, to the extent permitted by applicable law and the Transferred Asset, shall act after the Transfer Date as the Authority's agent to obtain for the Authority the benefits under the Transferred Asset and shall cooperate to the extent permitted by applicable law and the Transferred Asset in any other reasonable arrangement designed to provide the benefits to the Authority.

ARTICLE 7 EMPLOYEES

7.1 **Employer of Personnel**

- (a) The Authority must function as the employer of any employees of the Authority and has the responsibility, authority, and right to manage and direct the employees of the Authority.
- (b) No employment relationship exists between the Authority and an employee of an Initial Participant or a Participant.

7.2 **Transfer of County Employees**

- (a) On the Transfer Date, the County shall transfer to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Upon transfer to the Authority, the employees transferred under this section 7.2(a) will each be an employee of the Authority and not employees of the County.
- (b) On the Transfer Date, the County shall detail (as provided in this section 7.2(b)) to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Employees of the County detailed to the Authority under this section 7.2(b) are not employees of the Authority and remain employees of the County. Employees described in this section 7.2(b) will continue within the County's merit system (as applicable to any County merit system employee), and the County's compensation and benefit system, including wages, retirement benefits, seniority, medical leave, vacation, healthcare, and other benefits, with those costs paid by the Authority while the employee is detailed to the Authority. Employees detailed under this section 7.2(b) are subject to direction and

supervision in the performance of tasks by the Authority, but the County will function as the employer of the employees detailed under this section 7.2(b) and will otherwise have the responsibility, authority, and right to manage and direct the employees. The Authority and the County may enter into agreements relating to the detail of employees under this section 7.2(b).

ARTICLE 8 RECORDS AND FINANCES

8.1 **Authority Records**

- (a) The Authority shall keep and maintain at the principal office of the Authority all documents and records of the Authority.
- (b) The records of the Authority must include a copy of this agreement, each Participation Agreement, any amendments to this agreement, and any amended and restated agreement.
- (c) The Authority shall make the records of the Authority available to the parties.
- (d) The records and documents of the Authority must be maintained until termination of this agreement. Upon termination of this agreement, the records and documents of the Authority must be transmitted to the County.

8.2 **Freedom of Information Act**

The Authority shall comply with the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246.

8.3 **Uniform Budgeting and Accounting Act**

- (a) The Authority shall be subject to and comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.
- (b) Unless otherwise designated by the Executive Committee, the Executive Director shall serve as the chief administrative officer of the Authority for purposes of the Budget Act.
- (c) The Executive Committee shall prepare all budgets and budget amendments and the Executive Committee shall approve all budgets and budget amendments for the Authority for each fiscal year of the Authority.

8.4 **Financial Statements and Reports**

- (a) The Authority shall prepare, or cause to be prepared, at the Authority's expense, audited financial statements (balance sheet, statement of revenue and expenses, statement of cash flows, and changes in fund balance) on an annual basis.
- (b) The audited financial statements must be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

- (c) A copy of the annual financial statement and report must be filed with the Michigan Department of Treasury and the Authority shall make a copy available to the Authority Board, the Executive Committee, and each of the parties.

8.5 **Deposits and Investments**

The Authority shall deposit and invest money of the Authority not otherwise employed in carrying out the purposes of the Authority in accordance with an investment policy adopted by the Executive Committee that is consistent with applicable law.

8.6 **Disbursements**

Disbursements of money of the Authority must be in accordance with the budget for the Authority adopted by the Executive Committee, consistent with any guidelines or disbursement policies established by the Executive Committee, and in accordance with applicable law.

8.7 **Audits**

- (a) The Executive Committee may establish a dedicated audit committee for the purpose of overseeing the accounting and financial reporting processes of the Authority and audits of its financial statements and making recommendations to the Authority Board on approval of the annual audit.
- (b) If an audit committee is established, the Executive Committee shall establish specific duties and obligations for the audit committee and standards and qualifications for membership of that committee.
- (c) The Executive Committee may require at least one member of an audit committee to be specifically knowledgeable about financial reports.

ARTICLE 9 ADMISSION OF PARTICIPANTS

9.1 **Admission Procedure**

- (a) After the Effective Date, a Public Agency may become a Participant by submitting to the Authority a participation agreement signed by the Public Agency in the form included at exhibit A (a “**Participation Form**”) in a manner consistent with this section 9.1 and any procedures adopted by the Executive Committee.
- (b) A Participation Form must be accompanied by a resolution of the governing body of the Public Agency in substantially the form provided at exhibit B (the “**Authorizing Resolution**”).
- (c) A Participation Form also must be accompanied by a CLEMIS MSA signed by the Public Agency.
- (d) The Executive Director may approve or deny a request from a Public Agency to become a Participant. If the Executive Director approves the request from the Public Agency, the Executive Director shall sign the Participation Form and the CLEMIS

MSA submitted by the Public Agency and transmit a signed copy of the Participation Form and the CLEMIS MSA to the Public Agency.

- (e) A Public Agency approved under section 9.1(d) shall do both of the following:
 - (1) File a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the county clerk of each county in which the Public Agency is located; and
 - (2) Notify the Authority of the Public Agency's compliance with section 9.1(e)(1).
- (f) After notification under section 9.1(e)(2), the Authority shall file a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the clerk of the County.
- (g) If the Executive Director does not approve a request from a Public Agency under this section 9.1, the Public Agency is not a Participant.

9.2 **Admission Date**

The effective date of admission of a Participant is the day on which sections 9.1(e) and 9.1(f) are complied with for the Participant.

9.3 **Admission not an Amendment**

The admission of an additional Participant is not otherwise an amendment to this agreement.

ARTICLE 10 TERM, DURATION, WITHDRAWAL, AND TERMINATION

10.1 **Effective Date**

- (a) This agreement is effective beginning on the day (the "**Effective Date**") that all of the following are satisfied:
 - (1) this agreement is approved by the township board of Bloomfield Township;
 - (2) this agreement is approved by the township board of White Lake Township;
 - (3) this agreement is approved by the board of commissioners of the County;
 - (4) this agreement is signed by the supervisor of Bloomfield Township;
 - (5) this agreement is signed by the supervisor of White Lake Township;
 - (6) this agreement is signed by the County Executive;
 - (7) a copy of this agreement is filed with the clerk of the County; and
 - (8) a copy of this agreement is filed with the Secretary of State.

10.2 **Term**

- (a) This agreement is effective beginning on the Effective Date and continues for an initial term of 15 years (the “**Initial Term**”).
- (b) After the Initial Term, the agreement is extended in five-year increments unless not extended by joint action of the parties.
- (c) The term of this agreement also ends upon one or more of the following:
 - (1) withdrawal by all parties under sections 10.3 and 10.4;
 - (2) withdrawal by the County under section 10.3;
 - (3) withdrawal by all Initial Participants and Participants under section 10.4; or
 - (4) the Transfer Agreement is not approved and effective before February 1, 2026.

10.3 **Withdrawal by County**

The County may withdraw as a party to this agreement upon 18 months’ notice of its withdrawal to the Authority. The Authority by the vote of at least three-fourths of the serving members of the Executive Committee may waive the notice period under this section 10.3.

10.4 **Withdrawal by Others**

Initial Participants and Participants other than the County may withdraw from this agreement upon six months’ notice to the Authority. The withdrawal of an Initial Participant or Participant other than the County will not terminate or otherwise affect this agreement as to the remaining parties if the County and at least one additional Initial Participant or Participant remains a party to this agreement.

10.5 **Termination or Expiration of CLEMIS MSA**

After January 31, 2026, if an Initial Participant or a Participant terminates the CLEMIS MSA between the Initial Participant or Participant and the Authority or the CLEMIS MSA between the Initial Participant or Participant and the Authority expires, the Initial Participant or the Participant’s status as a party to this agreement expires upon the termination or expiration of the CLEMIS MSA.

10.6 **Disposition upon Termination**

- (a) As soon as possible after termination of this agreement, the Authority shall wind up its affairs as follows:
 - (1) all of the Authority’s debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Authority and distribution of its assets must be paid first; and
 - (2) title to all property and assets owned by the Authority must be distributed as directed by the Executive Committee, which may include transfer of the property and assets to the County.

ARTICLE 11 ADDITIONAL PROVISIONS

11.1 **Legal Compliance**

Each party shall comply with the laws and regulations applicable to its activities under this agreement.

11.2 **Relationship and Responsibilities of Parties**

- (a) No party is responsible for the acts of the Authority or of the Representatives of any other party, whether acting separately or in conjunction with the implementation of this agreement. The parties are only bound and obligated under this agreement as expressly agreed by each party under this agreement and no party may otherwise obligate any other party because of this agreement.
- (b) Each party is responsible for any Nonparty Claims brought against that party and for the acts or omissions of its Representatives arising out of this agreement.
- (c) Except as otherwise provided in this agreement, for any dispute arising out of this agreement, each party shall seek its own legal representation and bear the costs of that representation.
- (d) The parties hereby acknowledge that no party is legally authorized to indemnify any other party or the Authority. The parties hereby acknowledge that the Authority is not legally authorized to indemnify any party.
- (e) A party will not be liable to another party or any other Person for any consequential, incidental, indirect, special, or punitive damages arising out of this agreement regardless of whether the party was informed of the possibility of those damages.
- (f) For purposes of this section 11.2, the following definitions apply:
 - (1) **“Nonparty Claim”** means any Proceeding brought by someone other than a party against one or more parties that arises out of this agreement.
 - (2) **“Representative”** means, with respect to a party, any of that party’s officers, employees, agents, consultants, advisors, or other representatives.

11.3 **Nonparties**

Except as expressly provided in this agreement, this agreement does not create for any Person and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party’s rights in this agreement, or any other right.

11.4 **Governmental Function**

The parties acknowledge that the performance of this agreement is the governmental function of providing criminal justice and public safety services to serve and to provide aid for persons and property.

11.5 No Waiver of Governmental Immunity

The parties believe that nothing in this agreement is a waiver by any party of any governmental immunity provided under Act 7 or other law.

11.6 Non-Assignment

No party may assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the other parties.

11.7 Modification; Waiver

- (a) No amendment of this agreement will be effective unless it is in writing, approved by the governing body of each party, and signed by an authorized officer of the party.
- (b) Each party hereby consents to the filing by the Authority of an amendment under section 11.7(a) approved by each party to the amendment on behalf of each party to the amendment.
- (c) No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

11.8 Notice

- (a) A notice or other communication under this agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:
 - (1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;
 - (2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it; or
 - (3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this section 11.8 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this section 11.8; and
 - (4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- (b) For a notice under this agreement to be valid, it must be addressed using the information below for that party or any other information stated by that party in a notice in accordance with this section 11.8:

To County:	Oakland County 2100 Pontiac Lake Rd Waterford, MI 48328-2762
------------	--

To Bloomfield Township	Charter Township of Bloomfield 4200 Telegraph Rd Bloomfield Township, MI 48302-2038
To White Lake Township	White Lake Police Department 7525 Highland Rd White Lake, MI 48383-2938
To a Participant:	To the address provided by the Participant in the Participation Agreement for that Participant.

- (c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

11.9 Severability

The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows:

- (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (2) if an unenforceable provision is modified or disregarded in accordance with this section 11.9, by holding that the rest of the contract will remain in effect as written;
- (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire contract unenforceable.

11.10 Electronic Signatures

- (a) If a Participation Agreement is an Electronically Signed Document, all of the following apply:
- (1) the Authority states that the intention of the individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

- (2) each Participant states that the intention of the individual signing on behalf of the Participant on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and
 - (4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.
- (b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this agreement or a Participation Agreement for a Participant. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this agreement or a Participation Agreement for a Participant.
- (c) For purposes of this section 11.10, the following definitions apply:
 - (1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.
 - (2) **"Electronically Signed Document"** means any document received by a party in connection with this agreement or a Participation Agreement for a Participant, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

11.11 **Counterparts**

If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

11.12 **Governing Law**

Michigan law governs any adversarial Proceeding arising out of this agreement.

11.13 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial Proceeding to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring the Proceeding in the Southern Division of the

United States District Court for the Eastern District of Michigan, the 6th Circuit Court of the State of Michigan, or the 50th District Court of the State of Michigan.

11.14 Scope of Agreement; Entire Agreement

This agreement (including for each Participant the Participation Agreement for that Participant) is the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether oral or written, between the parties.

11.15 Date of Agreement

The date of this agreement will be the date this agreement is signed by the last of the Initial Participants to sign it (as indicated by the date associated with each Initial Participant's signature). If an Initial Participant signs this agreement but fails to date its signature, the date the County receives that Initial Participant's signature will be deemed to be the date that Initial Participant signed this agreement.

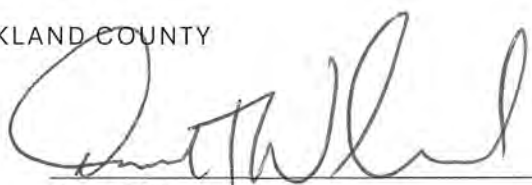
Each Initial Participant is signing this agreement on the date stated opposite the Initial Participant's signature.

[signature pages follow]

In Process

Date: 10/8/25, 2025

OAKLAND COUNTY

By: 
David T. Woodward
Chairperson of the County Board of
Commissioners

Date: 10/7/25, 2025

By: 
David Coulter
County Executive

In Process

*CLEMIS INTERLOCAL AGREEMENT
CLEMIS AUTHORITY*

CHARTER TOWNSHIP OF BLOOMFIELD

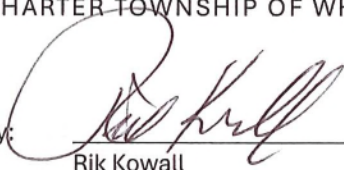
Date: SEPTEMBER 9, 2025

By: *Mike McCready*
Mike McCready
Township Supervisor

In Process

CHARTER TOWNSHIP OF WHITE LAKE

Date: 8-21-25, 2025

By: 

Rik Kowall
Township Supervisor

122486.000003 4897-1642-7050.9

In Process

EXHIBIT A
FORM FOR PARTICIPATION IN COURTS AND LAW ENFORCEMENT MANAGEMENT
INFORMATION SYSTEM (CLEMIS) INTERLOCAL AGREEMENT



PARTICIPATION AGREEMENT
Courts and Law Enforcement Information System (CLEMIS) Authority

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the interlocal agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at <https://www.clemis.org/forms/>). A reference copy of the CLEMIS Interlocal Agreement must be attached. This agreement also includes the contents of this cover page. Capitalized terms used but not defined in this agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT

Full Legal Name:

Notice Address:

(choose Delivery Address
or both Delivery Address
and Email)

☐

Delivery Address:

☐

Email:

ATTACHMENTS *(attach)*

The following attachments are included with this agreement.

Authorizing Resolution

☐

An authorizing resolution in substantially the form as provided in exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached.

CLEMIS Main Services Agreement

☐

An executed copy of the Cover Page for the CLEMIS MSA between the Participant and the CLEMIS Authority is attached.

SIGNATURES

Each party is signing this participation agreement on the date stated below that party's signature. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Participant:

[PUBLIC AGENCY NAME]

By: _____

Name: _____

Title: _____

Date: _____

Authority:

COURTS AND LAW ENFORCEMENT
MANAGEMENT INFORMATION SYSTEM (CLEMIS)
AUTHORITY

By: _____

Name: _____
Executive Director

Date: _____

EXHIBIT B
FORM FOR RESOLUTION FOR GOVERNING BODY OF PARTICIPANT

[NAME OF PARTICIPANT]
[Name of Governing Body of Participant]

RESOLUTION
Participation in CLEMIS Authority Interlocal Agreement

[Name of Participant] (the “Public Agency”), is a “public agency” as that term is defined under section 2(e) of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.502(e).

Under section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512 (“Act 7”), a public agency may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately.

The Public Agency possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems.

The Public Agency wants to exercise powers, privileges, and authorities jointly with Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies under an interlocal agreement creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the “CLEMIS Interlocal Agreement”) and become a participating public agency under and party to the CLEMIS Interlocal Agreement.

The Public Agency also wants to use the services of the CLEMIS System operated by the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the “Authority”) by entering into a services agreement with the Authority.

The [name of governing body] of the Public Agency therefore resolves as follows:

- that the interlocal agreement between Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies creating the CLEMIS Interlocal Agreement is hereby approved;
- that the Public Agency is hereby authorized to enter into a participation agreement with the Authority to enter into and become a party to the CLEMIS Interlocal Agreement;
- that the Public Agency is hereby authorized to enter into the CLEMIS Main Services Agreement (the “CLEMIS MSA”) between the Public Agency and the Authority;
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to transmit a copy of this resolution to the Authority and execute the participation agreement for the CLEMIS Interlocal Agreement and the CLEMIS MSA on behalf of the Public Agency; and
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to file a copy of the participation agreement for the CLEMIS Interlocal Agreement, including the CLEMIS Interlocal Agreement, on behalf of the Public Agency with the clerk of each county in which the Public Agency is located.

Certification

I, [Public Agency governing body clerk/secretary name], [secretary/clerk] of the [governing body of Public Agency] (the “Board”) of the [Public Agency Name] (the “Public Agency”), hereby certify all of the following:

- (1) that this resolution of the Board was adopted at a meeting of the Board held on [date];
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: _____

By: _____

Name: _____
[Secretary/Clerk]



September 18, 2025

RESOLUTION #2025-5723 _ 25-32

Sponsored By: Gwen Markham

Executive's Office - Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority

Chair and Members of the Board:

WHEREAS the Courts & Law Enforcement Management Information System (CLEMIS) is a multifaceted, regional public safety information system, which provides mission critical technology and vital information to governmental entities at an affordable cost and is operated, maintained, and subsidized by the Oakland County Department of Information Technology; and

WHEREAS CLEMIS was created in approximately 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely/real time manner; and

WHEREAS CLEMIS is used by approximately 250 governmental entities across ten counties in Michigan; and

WHEREAS the State of Michigan encourages governmental entities to share services with each other for efficiency and cost savings; and

WHEREAS CLEMIS must be modernized to become an independent, self-sustaining operation that continues to provide affordable and accessible solutions to governmental entities; and

WHEREAS to accomplish these objectives a separate legal entity must be formed pursuant to State law; and

WHEREAS pursuant to the Urban Cooperation Act, Public Act 7 of 1967, MCL 124.501, et seq., and the Interlocal Agreement, attached as Schedule A, Bloomfield Township, Oakland County, and White Lake Township will form a separate legal entity; and

WHEREAS the County Executive recommends that the Oakland County Board of Commissioners approve and execute the attached Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves the attached Interlocal Agreement and directs its Chairperson and requests the County Executive to each execute the attached Interlocal Agreement on behalf of Oakland County and file the executed Interlocal Agreement with the Oakland County Clerk and the Oakland County Clerk shall file the Agreement with the Office of the Great Seal of the Michigan Secretary of State.

BE IT FURTHER RESOLVED that the Oakland County employees identified in the attached Schedule B, shall be assigned/detailed to the new separate legal entity and retain full benefits and rights as an Oakland County employee, as long as they remain an Oakland County employee; the full cost of such assignment/detail of personnel to be reimbursed to Oakland County.

BE IT FURTHER RESOLVED that the Oakland County employees identified in attached Schedule C,

will be transferred to the divisions set forth therein.

BE IT FURTHER RESOLVED that those Oakland County positions assigned/detailed to the new separate legal entity, identified in Schedule B, shall be deleted if the position becomes vacant.

BE IT FURTHER RESOLVED that Oakland County shall account for the new separate legal entity and any financial transfers to the new separate legal entity in a manner consistent with the accounting and financial reporting standards for state and local governments established by the Government Accounting Standards Board.

BE IT FURTHER RESOLVED that ten million dollars (\$10,000,000.00) be transferred from the Strategic Investment Plan Fund Balance (383554) to the new separate legal entity, and the transfer shall be executed pursuant to the attached Interlocal Agreement as approved by this resolution.

Chair, the following Commissioners are sponsoring the foregoing Resolution: **Gwen Markham**.



David Woodward, Commissioner

Date: September 18, 2025



David Coulter, Oakland County Executive

Date: September 19, 2025



Lisa Brown, County Clerk / Register of Deeds

Date: September 30, 2025

COMMITTEE TRACKING

2025-09-10 Finance - Recommend to Board

2025-09-18 Full Board - Adopt

Motioned by Commissioner Gwen Markham seconded by Commissioner Robert Hoffman to adopt the attached Resolution: Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority.

Yes: Ann Erickson Gault, Michael Gingell, Marcia Gershenson, Robert Hoffman, Brendan Johnson, Christine Long, Penny Luebs, Gwen Markham, William Miller III, Angela Powell, Robert Smiley, Yolanda Smith Charles, Michael Spisz, Linnie Taylor, Philip Weipert, David Woodward (16)

No: Charles Cavell, Kristen Nelson (2)

Abstain: None (0)

Absent: Karen Joliat (1)

Passed

ATTACHMENTS

1. CLEMIS Authority Position Schedule B and C

2. Resolution 25-014 CLEMIS Interlocal Agreement
 3. CLEMIS Participation Agreement
 4. 4897-1642-7050.10 - CLEMIS Authority Interlocal Agreement
-

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on September 18, 2025, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, September 18, 2025.



Lisa Brown, Oakland County Clerk / Register of Deeds

Charter Township of Bloomfield
Board of Trustees

September 8, 2025
Page 1

PRESENT:

Supervisor Mike McCreedy	Trustee Mark Antakli
Clerk Martin Brook	Trustee Neal Barnett
Treasurer Michael Schostak	Trustee Christopher Kolinski
	Trustee Valerie Murray

ABSENT:

ITEM 3. Consider Approval of the CLEMIS Authority Formation Interlocal Agreement

Police Chief James Gallagher presented on the proposed formation of the CLEMIS Authority. Chief Gallagher was accompanied by Bo Chang, Interim Director of CLEMIS.

CLEMIS (Courts and Law Enforcement Management Information System) was originally established in 1968 by Oakland County in collaboration with several local police departments. Bloomfield Township is one of the founding members. CLEMIS serves as a data-sharing platform among law enforcement agencies to support crime-solving efforts and public safety services. The system, however, has not been modernized since its creation.

The agreement was reviewed by our Township attorney. Chief Gallagher requested that Bloomfield Township continue its leadership role in CLEMIS and approve the Interlocal Agreement to move forward in creating the CLEMIS Authority.

MOTION by Barnett and SUPPORT by Murray to APPROVE the CLEMIS Authority Formation Interlocal Agreement with an Amendment to Mail all Notices Pursuant to the Agreement to the Township Police Department and Township Supervisor ([Exhibit 1](#)).

A voice vote was called.

MOTION DECLARED ADOPTED 7-0.

I, MARTIN C. BROOK, TOWNSHIP CLERK of the Charter Township of Bloomfield, County of Oakland, Michigan, do hereby certify the foregoing is a true and correct copy of a resolution adopted by the Board at its regular meeting held on the 8th day of September 2025.



MARTIN C. BROOK
BLOOMFIELD TOWNSHIP CLERK

**CHARTER TOWNSHIP OF WHITE LAKE
OAKLAND COUNTY, MICHIGAN**

RESOLUTION #25-014

APPROVE OAKLAND COUNTY CLEMIS INTERLOCAL AGREEMENT

At the regular meeting of the Township Board of the Charter Township of White Lake, County of Oakland, Michigan, held in Township Annex Hall, 7527 Highland Road, in accordance with the Open Meetings Act, Public Act 267 of 1976 as amended, on the 19th day of August, 2025, at 6:30 p.m., with those present and absent being:

Present: Rik Kowall, Anthony L. Noble, Mike Roman, Scott Ruggles,
Andrea C. Voorheis, and Liz Smith.

Absent: Steve Anderson.

The following preamble and resolution were offered by Clerk Noble and seconded by Supervisor Kowall.

WHEREAS, the Township Board has considered the Oakland County CLEMIS Interlocal (the "Agreement"), attached as Exhibit A.

WHEREAS, the Township has the authority to enter into Interlocal agreements under the Urban Cooperation act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512. The Township may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately. The Township possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems ("CLEMIS").

WHEREAS, the Township wants to exercise powers, privileges, and authorities jointly with Oakland County and the Charter Township of Bloomfield under the Agreement creating the CLEMIS Authority as an Initial Participant. The Agreement parties will be expanded at a later date to include other Participants who agree to the terms of the Agreement;

WHEREAS, the Authority will be a separate legal entity that will have the authority to enter into contracts, hire employees, accept grants, borrow money and exercise other authority outlined in the Agreement. The Authority is not authorized to levy a tax.

WHEREAS, the Agreement transfers the functions of the CLEMIS System from Oakland County to the CLEMIS Authority, with the Township designated as an Authority Board member.

WHEREAS, the day to day responsibilities of the CLEMIS System will be overseen by an Executive Board and an Executive Director. The Executive Committee will be comprised of 9 members from the Authority Board who are appointed by the County Executive. The Executive

Committee is required to establish fees and other charges sufficient to pay for the expenses of the CLEMIS System and Authority among other responsibilities outlined in the Agreement;

WHEREAS, as part of the transfer of the assets and liabilities of CLEMIS from the County, the Authority shall receive \$250,000 from the County for the initial startup costs of the Authority and the County will transfer \$9,750,000.00 to the Authority on February 1, 2026, as well as the CLEMIS System. The County will also transfer certain employees, which will be outlined in a Transfer Agreement;

WHEREAS, the County shall provide the Authority with the use of County facilities, property, and the County telecommunications and network, needed to operate the CLEMIS system through September 30, 2027. The Authority may enter into agreements with the County for use of County property and facilities and network after September 20, 2027;

WHEREAS, the Agreement will not be effective until it is approved by both White Lake and Bloomfield Townships, the County Board of Commissioners, is signed by the Township Supervisors and the County Executive and is filed with the County and the Secretary of State.

WHEREAS, the Agreement is for an initial term of 15 years, which may be extended in 5 year increments. The Township may withdraw from the Authority upon providing 6 months advance notice. The County may withdraw from the Agreement upon providing 18 months advance notice. If the County withdraws from the Agreement, the Agreement terminates.

WHEREAS, the Township Board has determined that it will benefit the Township to enter into the Agreement.

NOW, THEREFORE, the Township Board of the Charter Township of White Lake, Oakland County resolves as follows:

1. The Township Board resolves to approve the Agreement, attached as Exhibit A to this Resolution, in substantially the same form as presented.
2. The Township Board authorizes the Township Supervisor to execute the Agreement on behalf of the Township.

A vote on the foregoing resolution was taken and was as follows:

AYES:	6
NAYS:	0
ABSENT:	1

RESOLUTION DECLARED ADOPTED BY VOICE VOTE.

CLERKS CERTIFICATION

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

I, Anthony L. Noble, duly qualified Clerk of the Charter Township of White Lake, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Township Board held on the 19^h day of August 2025, the original of which resolution is on file in my office

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 22nd day of September, 2025.

In Progress

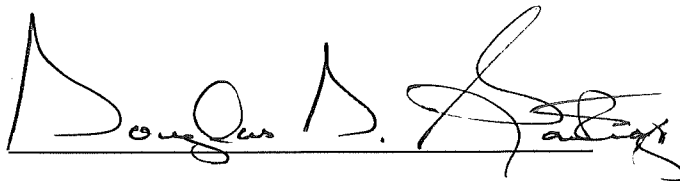


Anthony L. Noble, Clerk MiPMC
Charter Township of White Lake

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

The foregoing Certified Record was acknowledged before me by Anthony L. Noble, the duly authorized Clerk of White Lake Township, Michigan, on September 22, 2025.



Douglas D. Santiago

DOUGLAS D. SANTIAGO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 18, 2028
ACTING IN COUNTY OF

Exhibit A

(Agreement Attached)

In Process

CLEMIS Authority

Quote: Walled Lake Police

Walled Lake Police

1499 E West Maple Rd A
Walled Lake, MI 48390

Reference: 20260521-125327104

Department/Organization: Walled Lake Police

Public Agency: City of Walled Lake

Paul Shakinas

pshakinas@walledlake.com
2486244593

Effective Date: October 1, 2026

Quote created: May 21, 2026

Quote expires: July 31, 2026

Quote created by: Lisa Werner

CLEMIS Authority Support

wernerl@clemisauthority.org

+19478136903

This CLEMIS Order Form ("Order Form") is entered into by the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic (the "Authority"), and the public agency listed above ("Public Agency").

Comments from the CLEMIS Authority:

Please review your Products & Services listed below along with the Terms of this quote and confirm that they are complete and accurate.

This quote is provided for your review while your community's agreement is being approved.

- The Order form with signature lines will be sent to you once that agreement is in place.
- Your membership term begins October 1, 2026, and payment will be due at that time for the period October 2026 through September 2027.
- If anything in this quote needs to be added, removed, or corrected, please contact us before September 1, 2026 so we can get your Order corrected before it is sent for signature.
- You can reach us at membership@clemisauthority.org or (947) 813-6903.

Products & Services

Item & Description	Quantity	Unit Price	Total
CLEMIS Membership Tier 1 6-15 FTEs [FY27] Provides membership for government agencies and they share their data. Pricing is per Agency and based on MCOLES FTE (Sworn Officer). License includes RMS, Crash, Citations, Impounds, Electronic Activity Logs, Evidence & Property, Search, and Talon/LEIN	1	\$3,740.00 / year	\$3,740.00 / year
Payment starts: October 1, 2026			
MDC Wireless with Card [FY27]	8	\$1,149.00 / year	\$9,192.00 / year
Payment starts: October 1, 2026			
MDC Agency Wireless [FY27]	1	\$645.00 / year	\$645.00 / year
Payment starts: October 1, 2026			
LEADS Online Subscription (10-24 FTEs) [FY27]	1	\$2,600.00 / year	\$2,600.00 / year
Payment starts: October 1, 2026			
Dataworks Criminal Livescan-Mugshot 10+Palm (Existing) [FY27]	1	\$6,900.00 / year	\$6,900.00 / year
Payment starts: October 1, 2026			
Dataworks Livescan as a Service, Transition Price Protection Adjustment (Years 2-5)	1	\$19.00 / year	\$19.00 / year
Payment starts: October 1, 2026			
Due now			\$0.00

Future Payments Summary

Item	Payment
CLEMIS Membership Tier 1 6-15 FTEs [FY27]	\$3,740.00 / year starting on October 1, 2026
MDC Wireless with Card [FY27]	\$9,192.00 / year starting on October 1, 2026
MDC Agency Wireless [FY27]	\$645.00 / year starting on October 1, 2026

Item	Payment
LEADS Online Subscription (10-24 FTEs) [FY27]	\$2,600.00 / year starting on October 1, 2026
Dataworks Criminal Livescan-Mugshot 10+Palm (Existing) [FY27]	\$6,900.00 / year starting on October 1, 2026
Dataworks Livescan as a Service, Transition Price Protection Adjustment (Years 2-5)	\$19.00 / year starting on October 1, 2026

Terms and Conditions

The terms and conditions governing this Order Form, including payment terms, are set forth in the Main Services Agreement (the “MSA”). A copy of the MSA is available at www.clemisauthority.org/membership. Capitalized terms not defined in this Order Form have the meaning given them in the MSA.

1. Subscription

- 1.1 Public Agency Departments.** Public Agency is subscribing for the Service to be provided to the departments of Public Agency listed above.
- 1.2 Subscription Term.** The subscription term for the products below commences on the Order Form Effective Date above and will remain in effect through September 30 of the same fiscal year (October 1 through September 30). The subscription term will automatically renew for consecutive one-year terms, unless terminated by either party providing written notice at least 30 days prior to expiration of the then-current term.

2. Products, Services, and Fees

- 2.1 Product Subscription.** Public Agency is subscribing to the products listed in this Order Form, which products will constitute the “Service” (as defined in the MSA) to be provided to Public Agency. Public Agency may purchase additional products to be included as part of the Service through the execution of additional Order Forms.
- 2.2 Professional Services.** Public Agency is purchasing the services listed in this Order Form, which services will constitute “Professional Services” (as defined in the MSA) to be provided to Public Agency.

3. Signature Authority. The individual signing on behalf of Public Agency represents that they are duly authorized to sign this Order Form on behalf of Public Agency and contractually bind Public Agency to its terms.

Questions? Contact me



Lisa Werner
CLEMIS Authority Support
wernerl@clemisauthority.org
+19478136903

CLEMIS Authority
51111 Woodward Avenue, Suite 723
Pontiac, MI 48342
United States

In Process

Certificate Of Completion

Envelope Id: D1C5AA1F-3300-83B3-8015-275A39BF9475
 Subject: CLEMIS Authority: Your Participation Agreement is Enclosed
 Source Envelope:
 Document Pages: 60
 Certificate Pages: 1
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 Majd Soueid
 1200 North Telegraph Road
 Pontiac, MI 48341
 soueidm@clemisauthority.org
 IP Address: 54.174.62.141

Record Tracking

Status: Original
 5/26/2026 2:13:33 PM

Holder: Majd Soueid
 soueidm@clemisauthority.org

Location: DocuSign

Signer Events

Signature

Timestamp

Dennis Whitt
 ldenniswhitt@walledlake.com
 Security Level: Email, Account Authentication
 (None)

Sent: 5/27/2026 11:32:53 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Bo Cheng
 chengb@clemisauthority.org
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Process

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Paul Shakinas
 pshakinas@walledlake.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 5/27/2026 11:32:54 AM
 Viewed: 5/27/2026 11:45:19 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Hashed/Encrypted

5/27/2026 11:32:54 AM

Payment Events

Status

Timestamps