



**CITY OF WALLED LAKE
REGULAR COUNCIL MEETING
Tuesday, June 21, 2022 | 7:30 P.M.**

This meeting will be held via in-person hybrid phone in conference. For those that 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: 818 3794 8652

WELCOME & INTRODUCTION	<i>Regular Council Meeting of Tuesday, June 21, 2022</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 above.</i>	
APPROVAL OF MINUTES	1. Public Hearing and Regular Council Meeting May 17, 2022	Pg. 3
COUNCIL REPORT		
CITY MANAGER’S REPORT	1. Departmental / Divisional Statistical Reports	
	a. Police	Pg.14
	b. Fire	Pg.25
	c. Finance	
	-Warrant	Pg.33
	d. Code Enforcement	Pg.56
	2. Request for Closed Session to Discuss Labor Negotiations pursuant to Section 8(c) of the Open Meetings Act (OMA)	
	3. Report on City Events	
	a. Memorial Day Parade	
	b. Summer Festival	
	4. Report on Projects	
	a. Decker Road Rehabilitation	
	b. Mercer Beach Improvements Phase I and II	
	c. Pontiac Trail Resurfacing	
	d. Riley Park - Equipment Installation	
CORRESPONDENCE		
ATTORNEY’S REPORT	1. Proposed Resolution 2022-22 Approving split and conveyance regarding 850 Ladd Rd., Building E	Pg.59
	2. First Reading C-362-22 Amendment to Chapter 50, “Offenses and Miscellaneous Provisions”	Pg.71

UNFINISHED BUSINESS	1. Second Reading C-361-22 Amendment to Chapter 51, Article 2.00, Section 51-2.02 ‘Definitions’ as provided by this ordinance.	Pg.78
NEW BUSINESS	1. Proposed Resolution 2022-23 Ratifying Agreement with Police Officers Association (POAM) from July 1, 2022 – June 30, 2026	Pg.82
	2. Proposed Resolution 2022-24 Transportation Economic Development Fund (TDEF) Application pertaining to E. Walled Lake Drive	Pg.119
	3. Proposed Resolution 2022-25 Delinquent Water, Sewer, and Refuse Receivables	Pg.123
	4. Proposed Resolution 2022-26 Delinquent Property Transfer Affidavits	Pg.125
	5. Proposed Resolution 2022-27 Amendment #5 to Water Service Contract between Great Lakes Water Authority and City	Pg.127
	6. Proposed Resolution 2022-28 Interlocal Lockup Services Agreement with City of Wixom	Pg.140
	7. Proposed Resolution 2022-29 Assessing Services Oakland County Equalization	Pg.142
	8. Proposed Resolution 2022-30 City Policy Relative to Poverty Exemption	Pg.156
COUNCIL COMMENTS		
MAYOR’S REPORT		
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 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 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
PUBLIC HEARING
AND
REGULAR COUNCIL MEETING
TUESDAY, MAY 17, 2022
7:30 P.M.**

Confidential Assistant Ms. Hana Jaquays welcomed participants to the hybrid meeting. Ms. Jaquays introduced city staff and board members attending the meeting: City Clerk Stuart, HR Administrator Gross, Assistant City Manager Schrader, DPW Superintendent Ladd, Police Chief Shakinias, Deputy Police Chief Kolke, Fire Chief Coomer, and City Manager Whitt. Ms. Jaquays introduced Merge Live who provided our video and live streaming.

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

PLEDGE TO FLAG & INVOCATION

Invocation by Mayor Pro Tem Lublin.

ROLL CALL

Mayor Ackley, Mayor Pro Tem Lublin, Council Member Ambrose, Council Member Fernandes, Council Member Loch, Council Member Owsinek, and Council Member Woods

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

OTHERS PRESENT

City Manager Whitt, Confidential Assistant Jaquays, Assistant City Manager Schrader, Police Chief Shakinias, Deputy Police Chief Kolke, Fire Chief Coomer, DPW Superintendent Ladd, HR Administrator Gross, and City Clerk Stuart

PUBLIC HEARING

1. Fiscal Years 2023 and 2024 Budget Appropriations

Open Public Meeting 7:31 p.m.

There were no comments from public.

City Manager Whitt explained Assistant City Manager Schrader will be providing information on the budget, with reference to the proposed budget appropriation resolution.

Assistant City Manager Schrader explained the budget document provided to council is designed to some degree of to move back to normalcy for the city's financial operations. Mr. Schrader explained the proposed budget resolution outlines the general government portion of the budget. Mr. Schrader said for example, the legislative, city administration, public safety, public services, and capital outlay all make up the budget. Mr. Schrader explained it has the effect of creating a millage of 14.0385 for general and 3.7349 for public safety. Mr. Schrader explained there were three city manager budget work sessions that outlined in detail each of the funds, fund balances, and capital projects that the council has been diligent in overseeing and directing. Mr. Schrader explained the significant changes that bear mentioning are an increase in tax revenue, the increase in the marijuana tax due to the city, and the increase in state sales tax due to the city. Mr. Schrader explained the expenses generally are the same no significant changes. Mr. Schrader explained what has been programmed into the department budgets, is capital outlay, and during the city manager budget work sessions, certain departments have requested new equipment. Mr. Schrader explained one of the significant ongoing expenses is the pension liability. Mr. Schrader said as all of council is aware, the city has a \$12 million liability. Council has been budgeting for this liability. Mr. Schrader explained the debt service has decreased and this fiscal year, the remaining debt payment will be made and then there will be none. Mr. Schrader explained the budget has provisions to replace fleet vehicles and funds have been allocated to do this. Mr. Schrader explained there is a new fund in the budget document, ARPA; American Rescue Plan Act funding. Mr. Schrader explained this fund holds \$740,000 for use to restore or replace lost revenue during the pandemic. This fund was established in the city budget document to control and report on funds spent within this program. Mr. Schrader explained the DDA fund, has had a slight increase in tax revenue from the millage, \$300,000 in capital outlay for the DDA to determine with council approval how to appropriate these funds. Mr. Schrader explained in the transportation fund, there is a influx right now as it relates to future funding. As discussed in the city manager's budget work sessions, there was a millage imposed by the vote of the people approving the Oakland County Public Transportation Millage. Mr. Schrader explained this millage has expired, and to date has not been renewed. Mr. Schrader said this is a significant amount, \$133,000 is allocated. Mr. Schrader explained this will bear paying attention to what Oakland County pursues. Mr. Schrader explained the refuse fund has a slight increase based the formulary-based billing for service provided to us. Mr. Schrader explained the water and sewer fund has a change, which has a companion resolution in tonight's meeting packet. Mr. Schrader explained most of the increase imposed by GLWA was addressed by city's general fund, there is a change in the formulary as it relates to the capital portion. Mr. Schrader explained it has been determined by GLWA that the capital fee has decreased, and the operational fee has increased.

City Manager Whitt requested Ms. Jaquays to hand out the proposed budget appropriation resolution to council and provide a shared screen for viewing via electronic means.

City Manager Whitt explained the required public hearing has been held and the proposed resolution has been provided to council this evening. City Manager Whitt explained the passing of the budget is scheduled for the regular June meeting however, if council chose to pass this evening, that can be done, it has happened in the past. City Manager Whitt opined this proposed budget is presented yet again without raising millage rates.

Close for public hearing 7:54 pm

REQUESTS FOR AGENDA CHANGES

Mayor Ackley and Council recommended adding the proposed budget appropriation resolution to tonight's agenda. Mayor Ackley added as new business #2.

AUDIENCE PARTICIPATION

Suzanne Monfette, 452 Linden Court – provided a handout to council of correspondence she has had regarding the entrance area to Willow Ridge and its repair. Ms. Monfette explained she is here tonight on behalf of the Willow Ridge II Homeowners Association. Ms. Monfette explained this subdivision has an entrance off Decker Road that is in need of repair. Ms. Monfette said the packet also provides communications that was had with Oakland County Road Commission. Ms. Monfette explained she has spoken with Oakland County Road Commission and was told they will not repair as it falls in the city jurisdiction and the city collects taxes to fix roads. Ms. Monfette explained she had communications in 2016 with then Finance Director, Ms. Colleen Coogan requesting coordination between her subdivision and the city to get the entrance resurfaced. Ms. Monfette said she read an article in 2019 that the city was awarded a grant to address the rehabilitation of Decker Road. Ms. Monfette said she then reached out to the city again and was put in contact with then Finance Director, Ms. Sandra Barlass. Ms. Monfette explained she was told city crews were sent out to provide Ms. Barlass an estimate for repair. Ms. Monfette said Ms. Barlass did contact her back and said the work relating to the grant was scheduled to start 2022 but there was not funding available to fix their entrance. Ms. Monfette explained then the 14 Mile Road project started. Ms. Monfette said she called again to the city and left a message for City Manager Whitt and brought paperwork into city hall requesting their entrance be part of the Decker Road rehabilitation project, while equipment was still here, to include this entrance in the scope of work. Ms. Monfette said as a point of record if there is any way possible, to include the entrance for the subdivision.

City Manager Whitt asked what role Ms. Monfette has with the subdivision. City Manager Whitt explained he will look at her proposal. City Manager Whitt explained if there is a contribution from the subdivision association for the cost, a partnership is a possibility. City Manager Whitt explained, there are several subdivisions within the city to address. City Manager Whitt explained there is a road study of the entire city, he will look at the area of this subdivision. City Manager Whitt explained the city would

consider partnership with the association, but it all must be reviewed. City Manager Whitt explained he will work with the city DPW superintendent and get back with her.

APPROVAL OF MINUTES

1. Regular Council Meeting of April 19, 2022

CM 05-01-22 MOTION TO APPROVE REGULAR COUNCIL MEETING MINUTES OF APRIL 19, 2022

Motion by Loch, seconded by Ambrose, UNANIMOUSLY CARRIED: To approve regular council meeting minutes of April 19, 2022.

Roll Call Vote

Ayes (7) Ambrose, Fernandes, Loch, Lublin, Owsinek, Woods, Ackley
Nays (0)
Absent (0)
Abstain (0)

COUNCIL REPORTS

Council Member Fernandes explained at the recent Parks and Recreation Commission meeting the new parade route was discussed. Council Member Fernandes said the new play structure and rubber mat were placed at Riley Park which is very exciting. Council Member Fernandes said the summer concert series is getting ready to start and invited all to come. All the information is on the city's website. Council Member Fernandes said the farmer's market is every Wednesday starting at 7am.

Council Member Owsinek explained at the recent Planning Commission meeting the site plan for 900 Ladd Road was approved. Council Member Owsinek said the proposed ordinance amendments were discussed at the public hearing and the commission approved.

Mayor Pro Tem Lublin explained the library circulation has increased as well as the number of library patrons. Mayor Pro Tem Lublin said the library is preparing for the summer reading programs and events which are always well attended.

CITY MANAGER'S REPORT

1. Departmental / Divisional Statistical Reports

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

-Warrant

**CM 05-02-22 MOTION TO RECEIVE AND FILE THE DEPARTMENTAL
/ DIVISIONAL STATISTICAL REPORTS**

Motion by Fernandes, seconded by Loch, UNANIMOUSLY CARRIED: To receive and file the departmental / divisional statistical reports.

Roll Call Vote

Ayes (7) Loch, Lublin, Owsinek, Woods, Ambrose, Fernandes, Ackley
Nays (0)
Absent (0)
Abstain (0)

**2. Request for Closed Session to Discuss Labor Negotiations pursuant to
Section 8(c) of the Open Meetings Act (OMA)**

City Manager Whitt explained he will not be requesting a closed session. City Manager Whitt explained his negotiating team is headed by Police Chief Shakinas, HR Administrator Gross, and Confidential Assistant Jaquays. City Manager Whitt explained there have been a couple of meetings thus far. City Manager Whitt explained the need for closed session may come but not tonight.

City Manager Whitt asked for a report on the Walled Lake Farmer's Market from Ms. Jaquays.

Confidential Assistant Jaquays explained the farmers market has started and it is hosted every Wednesday 7am to 1pm. Ms. Jaquays said there has been a good turnout thus far, she is excited to welcome trail users to the site once the bridge access is open. Ms. Jaquays said with the support of council and DPW, the walking site and surface area has been leveled off, those improvements have enhanced usage for the vendors and visitors to the market. Ms. Jaquays said the market has had a strong opening and continues to welcome new vendors.

City Manager Whitt explained the day of the week selected was Wednesday and it has been since the beginning, that is what was decided some time ago. City Manager Whitt explained, there has been requests for a Saturday or Sunday market, however, Wednesday was selected as the vendors were committed elsewhere.

City Manager Whitt explained there has been discussion to adjust the hours of the farmer's market. City Manager Whitt explained the vendors will be surveyed to see what works for them, a later start time may be requested.

Confidential Assistant Jaquays explained there have been twelve consistent vendors however, it is still early in the season and that could increase to fifteen or twenty once school is out and the season continues.

City Manager Whitt explained Ms. Gross is the pseudo parks and recreation coordinator and asked her to report.

HR Administrator Gross explained there is a parade route change, and many signs are out throughout the city. Ms. Gross explained correspondence was sent yesterday to all 40 applicants with their locations and time of arrival. Ms. Gross said the grand marshal will be Maurielle Lue from Fox 2 News. Ms. Gross said there have been new banners placed throughout the city.

City Manager Whitt explained he has spoken with Ms. Lue from Fox 2 news, and she has confirmed. City Manager Whitt explained he is proud to have her be the grand marshal plus there will most likely be Fox 2 news coverage.

Police Chief Shakinas explained he and Fire Chief Coomer are working to put an honor guard detail together to assist the VFW in the Memorial Day presentation. Police Chief Shakinas said the layout is being reviewed and they are working with DPW Superintendent Ladd on the road closures and signage.

City Manager Whitt explained council will be educated as to their location for the parade. City Manager Whitt explained Council Member Woods has graciously agreed for use of his vehicle for the parade. City Manager Whitt explained the focus of the parade will be those who have served to provide us our freedom.

City Manager Whitt requested report from DPW Superintendent Ladd. City Manager Whitt explained there were several people, not from Walled Lake, walking right through the beach construction barricades over the weekend, right through the entire construction site.

DPW Superintendent Ladd explained Phase I of the Mercer Beach project is almost done. The underground piping is now placed, the compaction stone is laid down, and the asphalt will start by end of the week. It will need to cure for seven days and then the lot can be completed. Mr. Ladd explained Mercer Beach Phase II went out to bid yesterday, 22 contractors were sent the bid specs.

City Manager Whitt explained more signs need to be placed at the beach that it is closed. DPW Superintendent Ladd explained more signs were just placed this morning.

DPW Superintendent Ladd explained Springline excavating is working on Decker Road for curb and gutter placement. Mr. Ladd explained all the poured concrete has passed its 3500 psi breakpoint inspections. Mr. Ladd said Cadillac Asphalt explained they will be

paving, pouring the first two inches beginning on Monday. Mr. Ladd explained Cadillac Asphalt has the goal to be off Decker Road by end of June.

Council Member Loch asked if Decker Road is shut down.

Mayor Ackley asked about 14 Mile Road in particular the corner residential structure at Decker Road.

DPW Superintendent Ladd explained that the Great Lakes Water Authority (GWLA) and their contractor, Major Cement, yesterday afternoon, opened the entrance and exit to Lake Village, both are now completely available. Mr. Ladd explained the water pit needs to be finished, remaining restoration and paving to the lake is scheduled to be done by June 30th.

City Manager Whitt explained patience is the key, we have done surveys to respond to the questions raised about the construction. City Manager Whitt explained there are people speeding and often it's our own residents. City Manager Whitt opined if we start writing tickets then we will be writing tickets to our residents. City Manager Whitt said a few more weeks of patience is needed from everybody.

DPW Superintendent Ladd explained the Pontiac Trail resurfacing has had gate wells in the drive lanes milled in preparation for repaving. Mr. Ladd said since the parade route has changed, he has been focused on that and has not had the opportunity to speak directly with the crews about Pontiac Trail.

Council Member Loch asked what the length of repaving along Pontiac Trail will be.

DPW Superintendent Ladd explained from West Maple Road to the west side of Wixom, past Beck Road to downtown.

City Manager Whitt explained the Walled Lake Police Department identified two Dodge Chargers that were available for purchase to use as police patrol vehicles. City Manager Whitt said as Assistant City Manager Schrader explained during the budget presentation there are funds budgeted.

Police Chief Shakinis explained there are two fleet vehicles available for purchase from LaFontaine. Chief Shakinis said there were orders for two new Durango's approved by council, but since then the order was cancelled by dealership. Chief Shakinis explained LaFontaine has two fleet vehicles available for purchase. Chief Shakinis explained one of the replacement vehicles to be replaced is a 2016 Charger. It recently went in for brakes and front-end work with a cost of \$1250. Chief Shakinis explained maintenance fees keep increasing. Chief Shakinis explained these vehicle purchases will replace two 2015 Dodge Chargers.

3. Proposed Resolution 2022-18 Purchase of Two New 2022 Dodge Charger Patrol Cars

CM 05-03-22 MOTION TO APPROVE RESOLUTION 2022-18 FOR THE PURCHASE OF TWO NEW 2022 DODGE CHARGER PATROL CARS INCLUDING SOLE SOURCE BID FROM CANFIELD EQUIPMENT FOR PURCHASE AND INSTALLATION OF THE NECESSARY EMERGENCY EQUIPMENT

Motion by Loch, seconded by Fernandes, UNANIMOUSLY CARRIED: To approve resolution 2022-18 for the purchase of two new 2022 Dodge Charger Patrol Cars including sole source bid from Canfield Equipment for purchase and installation of the necessary emergency equipment.

Roll Call Vote

Ayes (7) Lublin, Owsinek, Woods, Ambrose, Fernandes, Loch, Ackley
Nays (0)
Absent (0)
Abstain (0)

CORRESPONDENCE None

ATTORNEY'S REPORT None

NEW BUSINESS

1. Proposed Resolution 2022-19 Water and Sewer Usage rates and Capital Maintenance Rates

CM 05-04-22 MOTION TO APPROVE RESOLUTION 2022-19 A RESOLUTION TO APPROVE WATER AND SEWER USAGE RATES AND CAPITAL MAINTENANCE RATES

Motion by Owsinek, seconded by Owsinek, UNANIMOUSLY CARRIED: To approve resolution 2022-19 a resolution to approve water and sewer usage rates and capital maintenance rates.

Roll Call Vote

Ayes (7) Owsinek, Woods, Ambrose, Fernandes, Loch, Lublin, Ackley
Nays (0)
Absent (0)
Abstain (0)

2. Proposed Resolution 2022-20 Budget Appropriations for Fiscal Year 2023

**CM 05-05-22 MOTION TO APPROVE RESOLUTION 2022-20 A
RESOLUTION ADOPTING THE OPERATING AND
CAPITAL BUDGET APPROPRIATIONS OF FUNDS AND
LEVY OF TAXES FOR FISCAL YEAR JULY 1, 2022 –
JUNE 30, 2023**

Motion by Lublin, seconded by Owsinek, UNANIMOUSLY CARRIED: To approve resolution 2022-20 a resolution adopting the operating and capital budget appropriations of funds and levy of taxes for fiscal year July 1, 2022 to June 30, 2023.

Roll Call Vote

Ayes (7) Woods, Ambrose, Fernandes, Loch, Lublin, Owsinek, Ackley
Nays (0)
Absent (0)
Abstain (0)

UNFINISHED BUSINESS None

COUNCIL COMMENTS

Council Member Loch explained she personally appreciates the city staff; the city has been able to accomplish so much without having to raise taxes. Council Member Loch said she is so happy for the work on Decker Road opining patience is needed during this construction. Council Member Loch said she appreciates all the work that is occurring

Council Member Owsinek explained he is looking forward to the Memorial Day and its events to honor the fallen, those currently serving and past veterans of the United States military services.

Council Member Fernandes said she wanted to thank Police Chief Shakinas. Council Member Fernandes explained she contacted Chief Shakinas about concerns on Decker Road she said he responded immediately providing a police presence letting the neighbors know we are aware. Council Member Fernandes said there is an end to the construction, and it will be amazing. Council Member Fernandes said thank you to administration for the budget, she has lived here for 30 years and is very excited to see that debt paid down.

Council Member Ambrose explained as we get into the warmer weather, people are coming together once again, and the city does it perfectly every year with the farmers market and the parade. Council Member Ambrose said other cities are starting to take notice of what Walled Lake is doing, not only city administration operations but how the

city is starting to look. Council Member Ambrose said he loves to see what has occurred and thanked city administration and staff.

Council Member Woods said he 100 % agrees with what was said by prior council members. Council Member Woods explained it is nice to see how fast Decker Road is moving forward.

Mayor Pro Tem Lublin said the projects are amazing and wonderful and very excited for completion.

MAYOR'S REPORT

1. Receive and file Resignation from DDA and Library Board Member Shuman

CM 05-06-22 MOTION TO RECEIVE AND FILE RESIGNATION FROM DDA AND LIBRARY BOARD MEMBER SHUMAN AND SEND LETTER OF APPRECIATION FOR YEARS OF SERVICE AS A BOARD MEMBER AND BUSINESS OWNER TO THE COMMUNITY

Motion by Lublin, seconded by Fernandes, UNANIMOUSLY CARRIED: To receive and file resignation from DDA and Library Board Member Shuman and send letter of appreciation for years of service as a board member and business owner to the community.

Discussion

Council Member Owsinek said Mr. Shuman has been a pillar of this community for over 50 years.

City Manager Whitt explained at the last DDA board meeting a motion passed to prepare a letter of appreciation from the board to Mr. Shuman and he suggested the same be done from the City Council.

Roll Call Vote

Ayes (7) Fernandes, Loch, Lublin, Owsinek, Woods, Ambrose, Ackley
Nays (0)
Absent (0)
Abstain (0)

2. Proposed Resolution 2022-21 Mayor's nomination and appointment of Matthew McDonald to the DDA

**CM 05-07-22 MOTION TO APPROVE RESOLUTION 2022-21 A
RESOLUTION ACCEPTING THE MAYOR'S
NOMINATION TO FILL A VACANT POSITION ON THE
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
PURSUANT TO THE REQUIREMENTS OF THE CITY
CHARTER; MAKING AN APPOINTMENT TO THE
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
FOR AN UNEXPIRED TERM**

Motion by Lublin, seconded by Fernandes, UNANIMOUSLY CARRIED: To approve resolution 2022-21 a resolution accepting the Mayor's nomination to fill a position on the Downtown Development Authority Board pursuant to the requirements of the City Charter; making an appointment to the Downtown Development Authority Board for an unexpired term.

Roll Call Vote

Ayes (7) Fernandes, Loch, Lublin, Owsinek, Woods, Ackley
Nays (0)
Absent (0)
Abstain (0)

Mayor Ackley said there is an announcement this evening, that being Council Member Casey R. Ambrose has completed his college courses and has obtained his degree, she congratulated him.

ADJOURNMENT

Meeting adjourned at 8:49 p.m.

Jennifer A. Stuart, City Clerk

Linda S. Ackley, 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

May 2022



Search Criteria:

Month :	May
Year :	2022
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:	321547
Saved:	No
Run By:	SHAKINAS, PAUL

Monthly Violation Summary

May 2022

Violation Description	Count	Percentage	Accident	T I M E R A N G E			YTD
				One	Two	Three	
ALL OTHERS							
ASSAULT & BATTERY - DOMESTIC (1ST)	0	0 %	0	0	0	0	1
CARELESS DRIVING	1	3.85 %	1	0	0	1	2
DISOBEY TRAF SIGNAL (DISOBEY TRF LGT;ENTER INT ON RED LT;LF TRN THRU RED LT;FAIL STOP TRF SIGNAL/LT)	0	0 %	0	0	0	0	1
DISOBEY TRAF SIGNAL (RAN AMBER OR RED LIGHT;RIGHT TURN THRU RED LIGHT W/O STOP)	0	0 %	0	0	0	0	2
DISOBEYED POLICE OFFICER DIRECTING TRAFFIC FLOW	1	3.85 %	0	0	1	0	1
DISOBEYED TRAFFIC CONTROL DEVICE	0	0 %	0	0	0	0	3
DOMESTIC VIOLENCE	2	7.69 %	0	0	0	2	2
DROVE WHILE LICENSE SUSPENDED/REVOKED/DENIED	0	0 %	0	0	0	0	2
DROVE WHILE LICENSE SUSPENDED/REVOKED/DENIED-2ND OFFENSE	0	0 %	0	0	0	0	1
DROVE WITHOUT DUE CARE AND/OR CAUTION	1	3.85 %	1	0	0	1	1
FAIL TO YIELD: ONCOMING TRF; RIGHT OF WAY; R.O.W. TO VEH ON RT; AT STOP SIGN; DID NOT OBSERVE TRAF	2	7.69 %	2	0	0	2	4
FAILED TO STOP WITHIN ASSURED CLEAR DISTANCE	2	7.69 %	2	0	1	1	8
FAILED TO YIELD TO PEDESTRIAN	2	7.69 %	2	0	0	2	2
IMPROPER LANE USE	1	3.85 %	0	0	1	0	3
IMPROPER TURN (LEFT TURN IN FRONT OF MOVING TRAFFIC)	1	3.85 %	1	0	0	1	2
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
METERED PARKING ZONES	5	19.23 %	0	0	5	0	5
NO INSURANCE - CIVIL INFRACTION	0	0 %	0	0	0	0	1
NO PROOF OF INSURANCE	2	7.69 %	1	0	1	1	5
OPERATED WITH BAC .17 OR MORE	1	3.85 %	0	0	0	1	1
OPERATING WHILE INTOXICATED-ACCIDENT	0	0 %	0	0	0	0	1
OPERATING WHILE READING, TYPING OR SENDING A TEXT MESSAGE	0	0 %	0	0	0	0	1
PARKING FOR CERTAIN PURPOSES PROHIBITED	0	0 %	0	0	0	0	1
PARKING-FIRE LANE	1	3.85 %	0	0	0	1	7
PARKING-HANDICAP	0	0 %	0	0	0	0	1
PARKING-IMPROPER	0	0 %	0	0	0	0	2

Monthly Violation Summary

May 2022

Violation Description	Count	Percentage	Accident	TIME RANGE			YTD
				One	Two	Three	
RECKLESS DRIVING	2	7.69 %	0	0	0	2	4
REGISTRATION/PLATE VIOL: EXPIRED PLATES	0	0 %	0	0	0	0	3
REGISTRATION/PLATE VIOL: IMPROPER ATTACHMENT OF LICENSE PLATES	0	0 %	0	0	0	0	1
REGISTRATION/PLATE VIOL: IMPROPER PLATES	1	3.85 %	1	0	0	1	1
REGISTRATION/PLATE VIOL: NO REGISTRATION	1	3.85 %	1	0	1	0	1
SPEEDING 01-05 OVER	0	0 %	0	0	0	0	5
UNAUTHORIZED OR IMPROPER USE OF LIGHTS (LIGHT/REFLECTOR REQUIREMENTS UNDER 49 CFR 571.108)	0	0 %	0	0	0	0	1
VIOLATION OF BASIC SPEED LAW	0	0 %	0	0	0	0	3
Total **ALL OTHERS**	26	100 %	12	0	10	16	80
Total Violations	26		12	0	10	16	80
Total Tickets	20		8	0	8	12	66

CLR-065 Monthly Summary Of Offenses (WL)



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

Month: May

Year: 2022

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	May/2022	May/2021	% CHG	YTD 2022	YTD 2021	% CHG	ADULT		JUV		Total	
								May/2022	YTD	May/2021	YTD	May	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%	0	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	0	0%	1	0	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%	1	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	0	0	0%	0	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%	1	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	3	0%	10	13	-23.0%	1	4	0	0	1	4
13002	AGGRAVATED/FELONIOUS ASSAULT	0	1	-100%	2	1	100%	0	1	0	0	0	1
13003	INTIMIDATION/STALKING	0	0	0%	7	4	75%	0	1	0	0	0	1
20000	ARSON	0	0	0%	0	0	0%	0	0	0	0	0	0
21000	EXTORTION	0	0	0%	0	0	0%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	0	0	0%	4	3	33.33%	0	1	0	0	0	1
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	0	0%	2	0	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	May/2022	May/2021	% CHG	YTD 2022	YTD 2021	% CHG	ADULT		JUV		Total	
								May/2022	YTD	May/2021	YTD	May	YTD
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	1	-100%	3	1	200%	0	0	0	0	0	0
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%	2	3	-33.3%	0	0	0	0	0	0
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	2	-100%	5	2	150%	0	0	0	0	0	0
23007	LARCENY -OTHER	0	0	0%	1	1	0%	0	0	0	0	0	0
24001	MOTOR VEHICLE THEFT	0	0	0%	4	2	100%	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	0	0%	0	0	0%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	1	0%	6	2	200%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	1	0	0%	8	4	100%	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%	1	0	0%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	1	1	0%	5	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	0	0%	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	2	-50%	11	9	22.22%	0	0	0	0	0	0
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
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

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	May/2022	May/2021	% CHG	YTD 2022	YTD 2021	% CHG	ADULT		JUV		Total	
								May/2022	YTD	May/2021	YTD	May	YTD
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	0	0	0%	0	1	-100%	0	0	0	0	0	0
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0%	0	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%	0	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	0	0%	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	0	0%	0	0	0	0	0	0
Group A Totals		8	11	-27.2%	75	51	47.05%	1	7	0	0	1	7
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
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

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	May/2022	May/2021	% CHG	YTD 2022	YTD 2021	% CHG	ADULT		JUV		Total	
								May/2022	YTD	May/2021	YTD	May	YTD
26006	FRAUD -BAD CHECKS	0	0	0%	0	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	0	0	0%	0	0	0%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%	0	0	0%	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
41001	LIQUOR LICENSE -ESTABLISHMENT	0	0	0%	0	0	0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
42000	DRUNKENNESS	0	0	0%	0	0	0%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	1	0	0%	1	0	0%	1	1	0	0	1	1
49000	ESCAPE/FLIGHT	0	0	0%	0	0	0%	0	0	0	0	0	0
50000	OBSTRUCTING JUSTICE	0	0	0%	1	1	0%	0	0	0	0	0	0
53001	DISORDERLY CONDUCT	1	1	0%	2	2	0%	0	0	0	0	0	0
53002	PUBLIC PEACE -OTHER	3	1	200%	7	5	40%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	0%	0	0	0%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	3	0	0%	4	4	0%	2	3	0	0	2	3
55000	HEALTH AND SAFETY	1	1	0%	1	1	0%	0	0	0	0	0	0
56000	CIVIL RIGHTS	0	0	0%	0	0	0%	0	0	0	0	0	0
57001	TRESPASS	3	0	0%	7	3	133.3%	0	0	0	0	0	0
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
70000	JUVENILE RUNAWAY	0	0	0%	0	0	0%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	0	0%	2	1	100%	0	0	0	0	0	0
75000	SOLICITATION	0	0	0%	0	0	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	May/2022	May/2021	% CHG	YTD 2022	YTD 2021	% CHG	ADULT		JUV		Total	
								May/2022	YTD	May/2021	YTD	May	YTD
77000	CONSPIRACY (ALL CRIMES)	0	0	0%	0	0	0%	0	0	0	0	0	0
Group B Totals		12	3	300%	25	17	47.05%	3	4	0	0	3	4
2800	JUVENILE OFFENSES AND COMPLAINTS	0	1	-100%	2	4	-50%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	3	3	0%	10	10	0%	1	3	0	0	1	3
3000	WARRANTS	0	1	-100%	2	8	-75%	0	2	0	0	0	2
3100	TRAFFIC CRASHES	21	16	31.25%	95	86	10.46%	0	1	0	0	0	1
3200	SICK / INJURY COMPLAINT	41	32	28.12%	148	128	15.62%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	168	179	-6.14%	837	749	11.74%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	1	0	0%	3	0	0%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	72	109	-33.9%	471	388	21.39%	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	41	94	-56.3%	193	336	-42.5%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	2	4	-50%	10	16	-37.5%	0	0	0	0	0	0
3900	ALARMS	16	19	-15.7%	113	88	28.40%	0	0	0	0	0	0
	MISCELLANEOUS TRAFFIC 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
	ALARMS	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
	TRAFFIC CRASHES	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
	ANIMAL COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	SICK / INJURY COMPLAINT	0	0	0%	0	0	0%	0	0	0	0	0	0
Group C Totals		365	458	-20.3%	1884	1813	3.916%	1	6	0	0	1	6
2700	LOCAL ORDINANCES - GENERIC	0	0	0%	0	0	0%	0	0	0	0	0	0
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	3	-100%	0	15	-100%	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%	1	1	0%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
4400	WATERCRAFT CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	May/2022	May/2021	% CHG	YTD 2022	YTD 2021	% CHG	ADULT		JUV		Total	
								May/2022	YTD	May/2021	YTD	May	YTD
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
	MISCELLANEOUS A THROUGH UUUU	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
	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	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
	TRAFFIC WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group D Totals	0	3	-100%	1	16	-93.7%	0	0	0	0	0	0
5000	FIRE CLASSIFICATIONS	0	0	0%	0	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
	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
	Group E Totals	0	0	0%	0	0	0%	0	0	0	0	0	0
6000	MISCELLANEOUS ACTIVITIES (6000)	0	0	0%	0	2	-100%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	0	0	0%	0	1	-100%	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	4	8	-50%	20	26	-23.0%	0	0	0	0	0	0
	MISCELLANEOUS ACTIVITIES (6000)	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
	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
	MISCELLANEOUS ACTIVITIES (6100)	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group F Totals	4	8	-50%	20	29	-31.0%	0	0	0	0	0	0
8000	MISCELLANEOUS DEALER ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	May/2022	May/2021	% CHG	YTD 2022	YTD 2021	% CHG	ADULT		JUV		Total	
								May/2022	YTD	May/2021	YTD	May	YTD
	Group I Totals	0	0	0%	0	0	0%	0	0	0	0	0	0
	Totals for all Groups	389	483	-19.4%	2005	1926	4.101%	5	17	0	0	5	17

Walled Lake Fire Department Monthly Report

May 2022

June 9, 2022

TO: L. Dennis Whitt-City Manager

FROM: James Coomer- Fire Chief

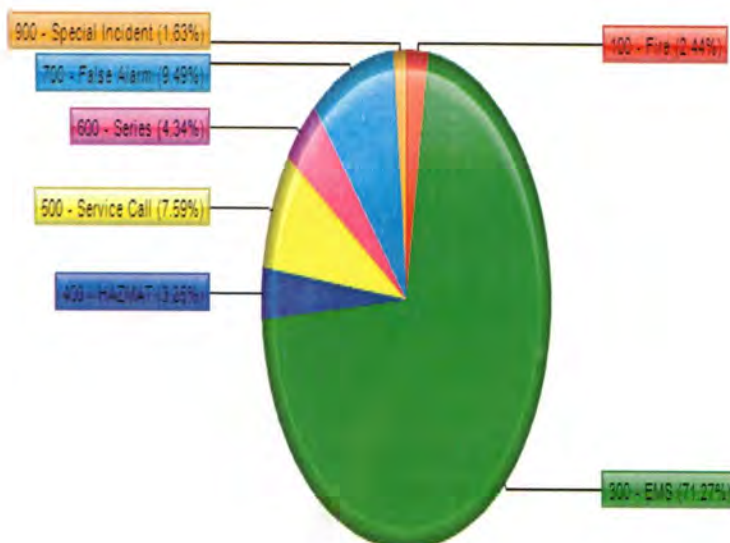
RE: Summary of Fire Activities for the Month of May 2022

Attached you will find a report of activities as they relate to the Walled Lake Fire Department for the Month of May 2022.

- The Fire Department responded to seventy-nine calls for service in May 2022 averaging 4 Firefighters per call with a response time of 4 minutes 51 seconds.
- Firefighter training this month consisted of three training sessions. Two training drills were practical exercises with pumping water using offensive and defensive strategies. An offensive strategy includes using tank water and smaller attack lines. A defensive strategy is when large amount of water is needed using hydrants and stationary nozzles. Its vital firefighters can develop water supply quickly and accurately. Our third training exercise was sponsored by our insurance provider VFIS, which included a practical emergency driving evolutions. This obstacle course verifies firefighters driving skills.
- In February 2022, the fire department applied for Michigan Local First Responder Recruitment & Training Grant Program. We requested funding for \$179,746.41. The project included \$100,000 to support the public safety training tower project and \$79,746.41 for EMS equipment to reduce firefighter injuries. We were notified on May 19, 2022, our proposal was denied.
- Were preparing for our Fire Prevention Open House scheduled for **Saturday, August 27, 2022**. This year's theme is "Learn the Sounds of Fire Safety." Cooking remains the leading cause of home fires.

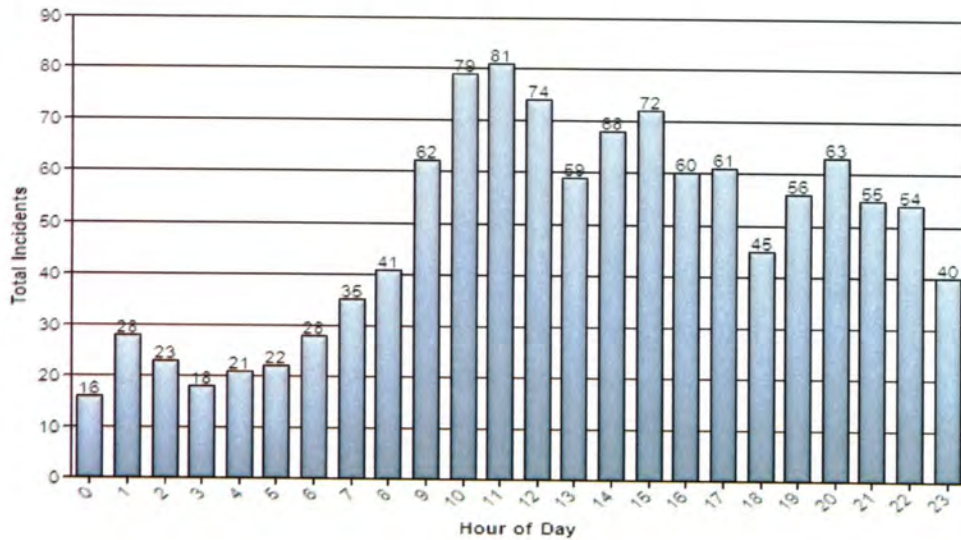
WALLED LAKE FIRE DEPARTMENT
INCIDENT STATISTICS
May 2022

INCIDENT TYPE	May	2022	2021	2020
TOTAL INCIDENTS	79	369	1072	829
Fire- 100 Series	1	9	26	19
Overpressure-200 series	0	0	1	0
EMS/Rescue-300 series	54	263	680	581
HAZMAT-400 series	2	12	112	29
Service Call-500 series	9	28	84	63
Good Intent-600 series	6	16	55	46
False Alarms-700 series	5	35	67	81
Severe Weather-800 series	0	0	34	0
Special Incidents-900 series	3	6	12	10
COVID -19 Incidents	4	16	42	54
Ambulance Transports	12	78	209	195
Mutual Aid Information				
Mutual Aid Given	3	13	38	21
Mutual Aid Received	2	5	33	9
Response Time/Staff				
Average Response Time	4.79	4.75	4.66	4.75
Average Staff Per Call	4.35	4.23	4.36	4.68



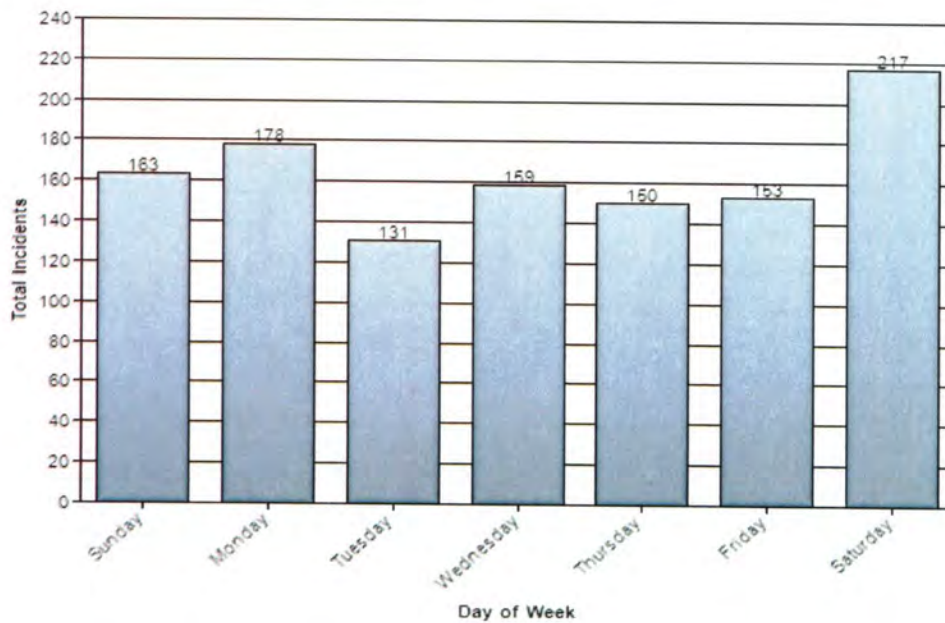
WALLED LAKE FIRE DEPARTMENT **INCIDENT STATISTICS** **May 2022**

Incident by Time of Day May 1, 2021 through May 30, 2022
Hourly Breakdown of Incidents



Incident by Day of Week May 1, 2021 through May 30, 2022

Monthly Breakdown of Incidents



WALLED LAKE FIRE DEPARTMENT
TRAINING
MAY 2022

Category	Current Month
Scheduled Department Training Drills	3
Total Scheduled Dept Training Hours	9
Total Attendance Scheduled Drills	27
Total Scheduled Training Manhours	81
Supplemental/On Duty Training Man Hours	196.16
Outside Training Count	4
Total Outside Training Manhours	31
Online Training Manhours	24
Total Training Manhours for this month	332.16
Last Months Y.T.D. Manhours	881.17
Total Manhours Y.T.D.	1213.33



Department Training Description

Scheduled Department Training				Total
	Date	Hours	# Staff	Hours
Pumping evolutions offensive & defensive AM Session	4-May	3	10	30
Pumping evolutions offensive & defensive PM Session	4-May	3	7	21
Annual VFIS driving course for emergency vehicles	22-May	3	10	30
				0
		9	27	81
Supplemental / On Duty Training				Total
	Date	Hours	# Staff	Hours
PFF Borgman - New driver/operator training Ladder 1	1-May	2	2	4
Apparatus drive time E19	8-May	1	1	1
Apparatus drive time E19	10-May	1	1	1
Pump operations - Defensive skills test (Brown/Overbeck) E19	13-May	1	2	2
Area familiarization; map book testing (Overbeck/Gilley)	13-May	0.5	2	1
Apparatus drive time R1	15-May	1	1	1
Fire Inspection performed	16-May	1	2	2
Physical fitness	17-May	0.33	1	0.33
MSA G1 Train the trainer by Apollo	19-May	1.5	3	4.5
Apparatus drive time S19	19-May	1	1	1
Apparatus drive time E19	19-May	1	1	1
OCMCA Operations Meeting	19-May	0.5	1	0.5
Physical fitness	23-May	0.33	1	0.33
Apparatus drive time E19	24-May	1.5	1	1.5
Apparatus drive time R1	24-May	0.5	1	0.5
Ambulance child restraint review	25-May	0.5	1	0.5
G1 SCBA training video review Salt Lake City FD	26-May	0.5	1	0.5
Apparatus drive time E19	26-May	0.5	1	0.5
Apparatus drive time E19	30-May	1.5	1	1.5
Apparatus drive time S19 (Bailey/Gilley)	31-May	2	2	4
				0
				0
				0
				0
MSA G1 SCBA Fire Service Training	Month	1	16	16
New department SOG review - Internet Use	Month	0.25	16	4
New department directives review	Month	0.5	15	7.5
BFS - Mandatory FF Training PFAS foam use	Month	0.5	20	10
Memorial Day Parade Detail	30-May	5	16	80
				0
Supplemental - NFPA 1584 FF Rehab Module #1	Month	2	18	36
Supplemental - CFI.ORG - Electric & Hybrid Vehicle Fires	Month	1	14	14
Total				196.16
Outside Training				Total
	Date	Hours	# Staff	Hours
Fire Instructor I course day 5/5	1-May	5	2	10
National Registry Test EMT-B (FF Murphy)	9-May	2	1	2
OCC Flashover training	10-May	4	1	4
White Lake Township Active Assailant MCI Event	21-May	5	3	15
Total				31
Vector Solutions/American CME online training				Total
	Month	Hours	# Staff	Hours
	Month			24

**WALLED LAKE FIRE DEPARTMENT
APPARATUS/EQUIPMENT
MAY 2022**

Apparatus	Mileage	Last Month	Total Miles	Jan-20	YTD	
Utility 1	60449	60307	142	60096	353	
Utility 2	42859	42501	358	40148	2711	
Rescue 1	10833	10549	284	9820	1013	
Squad 19	28997	28509	488	26950	2047	
Engine 23	36140	36140	0	36131	9	
Engine 19	8876	8567	309	7058	1818	
Ladder 1	37060	36961	99	36662	398	
Apparatus/Equipment Maintenance				Date	Active	Resolved
Right rear outrigger on L1 leaking hydraulic fluid. Will monitor and make recommendation.				11/13/2019	x	
E19 Mars 88 Warning Light - ordered/received - install April of 2022				7/31/2021		x
E19 Punch List for Westshore - Brakes, Hosebed Cover, SCBA Seat, Seatbelt Sensor,Anti-Freeze, Door				2/16/2022		x
L1 Life Safety Rope Quote				11/15/2021	x	
S19 Side Scene Light Issue				11/18/2021	x	
L1 Overhead Warning Lights, and Drivers Seat Repaired				1/15/2022		x
L1 Broken Leak Springs - In Repair by Harold's Frame in Novi				2/7/2022		x
L1 Annual Aerial Test - FAILED and Rescheduled for May				2/26/2022	x	
R1 Repaired Slide Out Tool Drawer/Tray				1/10/2022		x
R1 Plymovent Connection Converted to Magnetic				1/15/2022		x
E19 Hose bed Ladder Sensor and Air Intake Repaired Under Warranty by Westshore				1/15/2022		x
E19 EMS Glove Holder Mounted				1/3/2022		x
E23 Sold and Picked Up				1/27/2022		x
All Apparatus Water Rescue Equipment Annual PM - 2 Suits removed from service due to age				1/23/2022	x	
Updated All Mutual Aid MABAS Cards for 2022				1/11/2022		x
Working On New Radio Fleet map/Radios for Oakland County's New Radio System				1/3/2022	x	
S19 New Battery - Right Side				2/23/2022		x
R1 Batteries Replaced				2/14/2022		x
L1 Slide Out Aerial Pump Operator Tray Sensor Adjusted/Spring				2/16/2022		x
L1 Both Leaf Springs Replaced				2/7/2022		x
L1 Both Sun Visor Replaced				5/9/2022		x
E19 New Equipment - Still Ordering				2/14/2022	x	
New EMS Bags In-Service on all Apparatus				2/28/2022		x
L1 8 New Rear Tires				3/8/2022		x
FD Utilities - Oil Change and Lube				3/24/2022		x
E19 Shoreline Repaired, Pull Cord Installed on EMS Compartment, and Watch on Anti-Freeze Level				3/22/2022		x
Annual PM's Completed on all apparatus				3/15/2022		x
E19 Novi Expo Show				3/13/2022		x
E19 Air Conditioner, Tank Level LED				5/8/2022	x	
S19 A/C Thermostat Replaced				5/31/2022		x
S19 2-Rub Rail Warning Lights Replaced				5/16/2022		x
S19 Headlight Replaced				5/22/2022		x
4-Gas Meter Recalibrated				5/25/2022		x
All Apparatus Waxed				5/25/2022		x
New MSA SCBA Received, Labeled and Currently Training all Dept Personnel				5/10/2022	x	
Annual Hose Testing Scheduled				5/18/2022	x	

FIRE PREVENTION

MAY 2022

Category	Current Month Active	Last Month Year to Date	Year to Date
Fire Safety Inspections	5	21	43
Violations	16	59	105
Fire Safety Re-Inspections	0	9	23
Violations Corrected	6	27	43
Suppression Acceptance Test	2	5	5
Fire Alarm Acceptance Test	0	0	0
Certificate of Occupancy Inspections	0	2	2
Fire Investigations	0	1	1
Plan reviews	4	10	14
	0	0	0
Public Education Events	2	1	3
Total	35	135	239

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GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

May 19, 2022

Chief Executive Officer
Walled Lake CITY
jcoomer@walledlake.com

VIA EMAIL

Thank you for applying for a grant from the State of Michigan First Responder Training and Recruitment Grant Program.

With more than 400 municipal governments submitting nearly \$30,000,000 in requests and funding limited to \$5,000,000, competition among the many worthwhile proposals was extraordinary. While the desire of the State of Michigan is to fully fund all qualifying grant requests, the sheer volume of applications relative to available funding provided that only about 15% could be awarded.

Regrettably, your grant request was among the approximately 85% for which there were not sufficient funds appropriated to fulfill. Please be assured our inability to fulfill your request is not a reflection on the quality of your application; rather, it is simply a matter of numbers.

Grant programs for various purposes are offered periodically throughout the year, and we encourage you to apply for those that meet your needs as they become available. We will do our best to accommodate your requests.

Thank you again for applying for a First Responder Training and Recruitment Grant.

Walled Lake Fire Department

OPEN HOUSE

August 27, 2022

9:00AM- 1:00PM

1499 E. West Maple
Walled Lake, MI 48390
(248)-624-2088

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What is your alarm
telling you?



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City of Walled Lake

June 21, 2022

GOVERNMENT WIDE EXPENDITURES

CHECK NUMBERS: 120515 - 120670

ACH PAYMENTS: May

	<u>Checks</u>	<u>ACH</u>	<u>Total</u>
GENERAL FUND	197,731.72	1,267.61	198,999.33
MAJOR ROADS FUND	156,386.30	-	156,386.30
LOCAL ROADS FUND	-	-	-
DRUG FORFEITURE	71,844.77	-	71,844.77
LIBRARY FUND	13,509.57	-	13,509.57
DEBT SERVICE FUND	-	-	-
DDA FUND	44,084.94	-	44,084.94
TRANSPORTATION FUND	-	-	-
REFUSE FUND	28,539.19	-	28,539.19
WATER & SEWER FUND	59.70	-	59.70
WATER CAPITAL FUND	-	-	-
TRUST AND AGENCY	11,102.00	-	11,102.00
MISC. PAYROLL	-	-	-
ACCRUED INSURANCE LIABILITIES	38,141.47	-	38,141.47
VENDOR EXPENDITURES	561,399.66	1,267.61	562,667.27

WARRANT REPORT 6-2022
PAGE 2 OF 2

DEPARTMENT	TOTAL	
	OVERTIME	PAY IN LIEU
City Manager (#172)	\$ -	\$ -
City Attorney (#210)	\$ -	\$ -
Finance/ Treasurer (#212 & 253)	\$ -	\$ -
General (#218)	\$ -	\$ -
Clerk (#219)	\$ -	\$ -
Transportation (#588)	\$ -	\$ -
Police (#300)	\$ 1,821.11	\$ 2,245.00
Fire (#335)	\$ 4,010.16	\$ -
Public Works (#441)	\$ 2,171.80	\$ -
Library (#738)	\$ -	\$ 1,095.00
	\$ 8,003.07	\$ 3,340.00
EXPENSE ALLOWANCE/REIMBURSEMENTS	\$ 7,181.62	
SALARY & WAGES	\$ 320,806.85	
PAY IN LIEU	\$ 3,340.00	
OVERTIME	\$ 8,003.07	
GROSS PAYMENTS	\$ 339,331.54	
EMPLOYER FICA	\$ 25,032.40	
EMPLOYER PENSION	\$ 120,990.96	
EMPLOYER OPEB	\$ 5,976.00	
PAYROLL EXPENSES	\$ 151,999.36	
PERSONNEL EXPENDITURES	\$ 491,330.90	
VENDOR EXPENDITURES	\$ 562,667.27	
June 21, 2022	REPORTED EXPENDITURES	\$ 1,053,998.17

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
05/04/2022	PAYAB	238 (E)	WEX BANK	GAS AND OIL	732-000	335	1,267.61
				Total for fund 101 GENERAL FUND			1,267.61
TOTAL - ALL FUNDS							1,267.61

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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Page 1/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
05/12/2022	PAYAB	120515	AIRGAS USA, LLC	OPERATING SUPPLIES	728-000	335	660.11
05/12/2022	PAYAB	120516#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	727-000	218	16.97
				OFFICE SUPPLIES	727-000	218	364.00
				OFFICE SUPPLIES	727-000	219	439.55
				OPERATING SUPPLIES	728-000	300	68.60
				CHECK PAYAB 120516 TOTAL FOR FUND			889.12
05/12/2022	PAYAB	120523	CSI GEOTURF	SEED & STRAW	895-000	690	615.42
05/12/2022	PAYAB	120524	DTE ENERGY	04/01/2022 - 04/30/2022	921-000	448	4,321.91
05/12/2022	PAYAB	120525	FIRST ADVANTAGE OCCUPATIONAL	HEALTH SCREEN ASSESSMENT	728-000	441	174.00
05/12/2022	PAYAB	120527	IMAGE BUSINESS SOLUTIONS-WIXOM	BASE COV: 4/28-5/27 COPY COV: 3/28-4/27	728-000	335	75.91
05/12/2022	PAYAB	120528	KINGSETT LLC D/B/A SPINAL COLUMN	FARMERS MARKET ADVERTISING	895-000	690	585.00
05/12/2022	PAYAB	120529	LAFONTAINE CHRYSLER	R&M VEHICLE	939-000	335	576.65
05/12/2022	PAYAB	120530	MERGE LIVE	LIVE STREAM DDA MEETING	829-000	218	365.00
				LIVE STREAM P&R MEETING	829-000	218	365.00
				LIVE STREAM PC MEETING	829-000	218	365.00
				CHECK PAYAB 120530 TOTAL FOR FUND			1,095.00
05/12/2022	PAYAB	120531	METRO ENVIRONMENTAL SERVICES, INC	PORTABLE RESTROOM SERVICE - HIRAM SIMS	948-000	690	875.00
				PORTABLE RESTROOM SERVICE - FARMER'S	948-000	690	938.15
				CHECK PAYAB 120531 TOTAL FOR FUND			1,813.15
05/12/2022	PAYAB	120532	MICHIGAN ASSOC OF PLANNING	ANNUAL GROUP MEMBERSHIP DUES	806-000	801	675.00
05/12/2022	PAYAB	120534	MURRAYS DISCOUNT AUTO STORES	APPARATUS HEADLIGHT	980-000	335	33.98
05/12/2022	PAYAB	120535	OFFICE CONNECTION	OFFICE SUPPLIES	727-000	218	39.76
05/12/2022	PAYAB	120536	PIP, LLC	REFUND ZBA APP AND PUB CASE 2022-03	479-000	000	450.00
05/12/2022	PAYAB	120537	SENG TIRE COMPANY	R&M VEHICLE	939-000	441	20.00
05/12/2022	PAYAB	120538	SITE ONE LANDSCAPE SUPPLY, LLC	TOP SOIL	895-000		

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Page 2/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
05/12/2022	PAYAB	120539	SUPER CAR WASH	CAR WASH SERVICE	939-000	300	87.00
				CAR WASH SERVICE	939-000	300	18.00
				CHECK PAYAB 120539 TOTAL FOR FUND			105.00
05/12/2022	PAYAB	120542*#	TRI COUNTY CLEANING SUPPLY, INC	OFFICE SUPPLIES	727-000	218	39.86
				OFFICE SUPPLIES	727-000	300	66.44
				OFFICE SUPPLIES	727-000	335	66.44
				OFFICE SUPPLIES	727-000	441	39.86
				CHECK PAYAB 120542 TOTAL FOR FUND			212.60
05/12/2022	PAYAB	120543	UNIFIRST CORPORATION	RUG SERVICE	932-000	218	295.03
05/12/2022	PAYAB	120544	WEINGARTZ	OPERATING SUPPLIES	728-000	690	25.15
05/12/2022	PAYAB	120545	WEST SHORE FIRE INC	R&M VEHICLE	939-000	335	726.14
				R&M VEHICLE	939-000	335	858.18
				R&M VEHICLE	939-000	335	1,164.44
				CHECK PAYAB 120545 TOTAL FOR FUND			2,748.76
05/19/2022	PAYAB	120546	ALLIANCE OF ROUGE COMMUNITIES	MEMBERSHIP/ANNUAL DUES	806-000	445	980.00
05/19/2022	PAYAB	120547	ALLIE BROTHERS INC	UNIFORMS	731-000	300	56.00
05/19/2022	PAYAB	120548	BESTCO/UA - 6803	HOSPITALIZATION INSURANCE	717-000	736	535.00
05/19/2022	PAYAB	120549*#	BOSS ENGINEERING	STORMWATER DRAINAGE ISSUES	820-000	445	425.00
				ENGINEERING-OFFICE HOURS	820-000	801	1,500.00
				CHECK PAYAB 120549 TOTAL FOR FUND			1,925.00
05/19/2022	PAYAB	120550	BRONNER'S COMMERCIAL DISPLAY	HOLIDAY EVENTS AND SUPPLIES	894-000	732	532.38
05/19/2022	PAYAB	120551	COMCAST	TELEPHONE/INTERNET SERVICE	920-000	335	45.35
05/19/2022	PAYAB	120552	COMCAST	05/16/2022 - 06/15/2022	920-000	335	227.45
05/19/2022	PAYAB	120553	CONSUMERS ENERGY	04/13/2022 - 05/12/2022	922-000	218	712.09

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Page 3/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
05/19/2022	PAYAB	120554	CONSUMERS ENERGY	04/13/2022 - 05/12/2022	922-000	335	477.42
05/19/2022	PAYAB	120555	DAN'S AUTO CLINIC	R&M VEHICLE	939-000	300	98.72
				R&M VEHICLE	939-000	300	98.72
				R&M VEHICLE	939-000	300	25.00
				R&M VEHICLE	939-000	300	68.60
				R&M VEHICLE	939-000	300	690.44
				CHECK PAYAB 120555 TOTAL FOR FUND			981.48
05/19/2022	PAYAB	120556	ETNA SUPPLY COMPANY	FARMERS MARKET	895-000	690	19.82
05/19/2022	PAYAB	120558*#	GRID4 COMMUNICATIONS INC	05/16/2022 - 06/15/2022	920-000	218	472.43
				05/16/2022 - 06/15/2022	920-000	253	188.97
				05/16/2022 - 06/15/2022	920-000	300	283.46
				05/16/2022 - 06/15/2022	920-000	335	94.49
				05/16/2022 - 06/15/2022	920-000	371	472.43
				05/16/2022 - 06/15/2022	920-000	441	283.46
				CHECK PAYAB 120558 TOTAL FOR FUND			1,795.24
05/19/2022	PAYAB	120561	MICHIGAN ASSOC CHIEFS OF POLICE	MEMBERSHIP/ANNUAL DUES	806-000	300	100.00
05/19/2022	PAYAB	120562	MICHIGAN STATE POLICE	OUTSIDE SERVICES - OTHER PROFESSIONAL	829-000	300	30.00
05/19/2022	PAYAB	120563	MURRAYS DISCOUNT AUTO STORES	R&M VEHICLE	939-000	335	60.46
05/19/2022	PAYAB	120564#	OAKLAND COUNTY TREAS CASH BLDG 12	DISPATCH - OAKLAND COUNTY	724-001	300	16,499.98
				DISPATCH - OAKLAND COUNTY	724-001	335	5,500.00
				CHECK PAYAB 120564 TOTAL FOR FUND			21,999.98
05/19/2022	PAYAB	120565	PENCHURA, LLC	INSTALLATION OF NEW PLAYGROUND	990-001	900	111,758.00
05/19/2022	PAYAB	120566*#	PRINCIPAL LIFE INSURANCE COMPANY	HOSPITALIZATION INSURANCE	717-000	736	180.93
05/19/2022	PAYAB	120569	SITE ONE LANDSCAPE SUPPLY, LLC	R&M - GROUNDS	931-000	441	61.59
05/19/2022	PAYAB	120570	SUBURBAN LANDSCAPE & SUPPLY	GRASS SEED - RILEY PARK	937-000	690	120.00
05/19/2022	PAYAB	120571	THE WOODHILL GROUP, LLC	OUTSIDE SERVICES - OTHER PROFESSIONAL	829-000	312	210.00

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Page 4/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
05/19/2022	PAYAB	120573	WITMER PUBLIC SAFETY INC	NFPA FIREFIGHTING BOOT W/ LUG SOLE	731-000	335	223.11
05/19/2022	PAYAB	120574	WIXOM POLICE DEPARTMENT	PRISONER LOCK UP	814-001	300	1,260.00
05/26/2022	PAYAB	120576	ACCUMED GROUP	AMBULANCE COLLECTIONS EXP	733-000	335	389.66
				AMBULANCE COLLECTIONS EXP	733-000	335	534.30
				CHECK PAYAB 120576 TOTAL FOR FUND			923.96
05/26/2022	PAYAB	120577	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	728-000	218	31.93
05/26/2022	PAYAB	120578	ASCENSION MI EMPLOYER SOLUTIONS	EMPLOYEE PHYSICAL AND DRUG SCREEN	829-000	335	511.00
05/26/2022	PAYAB	120581	CHAMBERLAIN TREE CORP	PUBLIC/PVT PARTNERSHIP DOWNTOWN	805-000	441	2,450.00
05/26/2022	PAYAB	120583	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	732	19.42
05/26/2022	PAYAB	120585	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	218	301.93
05/26/2022	PAYAB	120586	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	732	25.89
05/26/2022	PAYAB	120587	DTE ENERGY	04-14-2022 - 05-13-2022	924-000	448	29.78
05/26/2022	PAYAB	120588	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	690	14.76
05/26/2022	PAYAB	120589	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	335	664.67
05/26/2022	PAYAB	120590	DTE ENERGY	04-13-2022 - 05-13-2022	921-000	300	975.60
05/26/2022	PAYAB	120591	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	690	14.76
05/26/2022	PAYAB	120592	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	690	15.80
05/26/2022	PAYAB	120595	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	732	14.76
05/26/2022	PAYAB	120596	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	732	16.44
05/26/2022	PAYAB	120597	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	276	14.76
05/26/2022	PAYAB	120598	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	441	36.45
05/26/2022	PAYAB	120599	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	690	21.80
05/26/2022	PAYAB	120601	DTE ENERGY	04-15-2022 - 05-16-2022	921-000	732	15.93

06/13/2022 10:57 AM
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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Page 5/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
05/26/2022	PAYAB	120602	DTE ENERGY	04-15-2022 - 05-16-2022	921-000	732	16.06
05/26/2022	PAYAB	120604*#	FIDELITY SECURITY LIFE INS/EYEMED	JUNE PAYMENT	717-000	736	52.95
05/26/2022	PAYAB	120606#	LOWES BUSINESS ACCOUNT	PUBLIC SAFTEY CAMPUS - GARDEN SOIL	931-000	441	55.25
				FARMERS MARKET EQUIPMENT	728-000	690	35.59
				CHECK PAYAB 120606 TOTAL FOR FUND			90.84
05/26/2022	PAYAB	120607*#	MADISON NATIONAL LIFE INSURANCE	JUNE PAYMENT	718-000	300	225.50
05/26/2022	PAYAB	120609	MERGE LIVE	LIVE STREAM ZBA MEETING	829-000	218	175.00
				LIVE STREAM CITY COUNCIL MEETING	829-000	218	365.00
				CHECK PAYAB 120609 TOTAL FOR FUND			540.00
05/26/2022	PAYAB	120610	MURRAYS DISCOUNT AUTO STORES	R&M VEHICLE	939-000	335	46.25
05/26/2022	PAYAB	120612	OFFICE CONNECTION	OFFICE SUPPLIES	727-000	300	360.42
05/26/2022	PAYAB	120614	SITE ONE LANDSCAPE SUPPLY, LLC	STRAW & SOD- RILEY PARK	728-000	690	226.13
05/26/2022	PAYAB	120615	SUBURBAN LANDSCAPE & SUPPLY	OPERATING SUPPLIES	728-000	690	120.00
05/26/2022	PAYAB	120616	SYMBOLARTS, LLC	UNIFORMS	731-000	335	1,281.01
05/26/2022	PAYAB	120617	TEL-COM REPAIR SERVICE INC	R&M - EQUIPMENT	933-000	335	179.50
05/26/2022	PAYAB	120618	WEST SHORE FIRE INC	R&M VEHICLE	939-000	335	1,742.01
06/02/2022	PAYAB	120620	COMCAST	TELEPHONE/INTERNET SERVICE	920-000	300	18.14
06/02/2022	PAYAB	120624	DTE ENERGY	04/22/2022 - 05/20/2022	921-000	335	21.97
06/02/2022	PAYAB	120625#	EXXON MOBIL	GAS AND OIL	732-000	172	452.03
				GAS AND OIL	732-000	300	3,382.33
				GAS AND OIL	732-000	371	36.61
				GAS AND OIL	732-000	441	1,322.15
				CHECK PAYAB 120625 TOTAL FOR FUND			5,193.12

06/13/2022 10:57 AM
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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Page 6/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
06/02/2022	PAYAB	120626	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES	728-000	441	79.37
				R&M - GROUNDS	931-000	441	25.68
				CHECK PAYAB 120626 TOTAL FOR FUND			105.05
06/02/2022	PAYAB	120627#	JEM IT SERVICES, LLC	IT SERVICES	936-000	218	338.00
				IT SERVICES	936-000	300	450.00
				IT SERVICES	936-000	335	108.00
				CHECK PAYAB 120627 TOTAL FOR FUND			896.00
06/02/2022	PAYAB	120628	KINGSETT LLC D/B/A SPINAL COLUMN	PRINTING/PUBLISHING/PUBLICITY	900-000	801	185.25
06/02/2022	PAYAB	120629	MEGA PRINTING	SUMMER CONCERTS	886-000	690	183.00
				MEMORIAL DAY PARADE	893-000	690	1,148.15
				MEMORIAL DAY PARADE BANNERS	893-000	690	68.25
				CHECK PAYAB 120629 TOTAL FOR FUND			1,399.40
06/02/2022	PAYAB	120630	METRO ENVIRONMENTAL SERVICES, INC	PORTA JONS	948-000	690	560.00
06/02/2022	PAYAB	120632	PITNEY BOWES INC	EQUIPMENT RENTAL	941-000	218	427.50
06/02/2022	PAYAB	120635	ROBIN AIRE HEATING & COOLING	REFUND - OVERPAYMENT ON PERMIT PM2022-	457-000	000	80.00
06/02/2022	PAYAB	120638*#	TOSHIBA FINANCIAL SERVICES	05/13/2022 - 06/13/2022	941-000	218	315.28
06/02/2022	PAYAB	120639#	VISA WALLED LAKE SCHOOL EMP FCU	ZOOM MONTHLY USAGE	728-000	218	71.15
				ONLINE SERVICES	936-001	218	135.00
				ONLINE SERVICES	936-001	218	312.50
				TREASURER CONFERENCE - STUART	958-000	253	446.25
				TREASURER CONFERENCE - PESTA	958-000	253	446.25
				MUTT MITT (8) CASES	728-000	690	1,279.87
				FARMERS MARKET ADVERTISING	895-000	690	25.00
				CHECK PAYAB 120639 TOTAL FOR FUND			2,716.02
06/09/2022	PAYAB	120641#	MURRAY'S DISCOUNT AUTO STORES	R&M - EQUIPMENT	933-000	300	119.94
				RETURN CREDIT - R&M VEHICLE	939-000		

06/13/2022 10:57 AM
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DB: Walled Lake

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Page 7/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				CO METER BATTERIES	728-000	335	12.34
				R&M VEHICLE	939-000	335	23.94
				R&M VEHICLE	939-000	441	20.64
				CHECK PAYAB 120641 TOTAL FOR FUND			119.86
06/09/2022	PAYAB	120643#	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	728-000	300	202.84
				OPERATING SUPPLIES	728-000	300	76.78
				OFFICE SUPPLIES	727-000	335	28.86
				OPERATING SUPPLIES	728-000	335	78.92
				CHECK PAYAB 120643 TOTAL FOR FUND			387.40
06/09/2022	PAYAB	120644	BESTCO/UA - 6803	JULY PAYMENT	717-000	736	535.00
06/09/2022	PAYAB	120648	CYNERGY PRODUCTS	RADIO SERVICE	851-000	335	100.00
06/09/2022	PAYAB	120649	DTE ENERGY	05/01/2022 - 05/31/2022	921-000	448	4,266.76
06/09/2022	PAYAB	120650	FRITZ-Z'S LAWN CARE LLC	LAWN MAINTENANCE - 1883 DECKER RD.	804-000	371	425.00
				LAWN MAINTENANCE - 1687 BOLTON	804-000	371	175.00
				CHECK PAYAB 120650 TOTAL FOR FUND			600.00
06/09/2022	PAYAB	120651#	GLENDALE AUTO SUPPLY	OPERATING SUPPLIES	728-000	441	224.00
				CREDIT	728-000	441	(14.99)
				CREDIT	939-000	441	(90.37)
				CREDIT	937-000	690	(30.78)
				CHECK PAYAB 120651 TOTAL FOR FUND			87.86
06/09/2022	PAYAB	120652	HART INTERCIVIC, INC.	VERITY - SERVICE & MAINTENANCE RENEWAL	936-000	262	1,687.33
06/09/2022	PAYAB	120654	LAKESIDE TOWING	R&M - EQUIPMENT	933-000	441	280.00
06/09/2022	PAYAB	120655	MEGA PRINTING	11X17 PARADE NUMBERS	893-000	690	139.00
				CREDIT FOR INVOICE #1536	893-000	690	(68.25)
				CHECK PAYAB 120655 TOTAL FOR FUND			70.75
06/09/2022	PAYAB	120656*#	METRO ENVIRONMENTAL SERVICES, INC	PORTABLE RESTROOM SERVICES - PARADE	948-000	300	115.00

06/13/2022 10:57 AM
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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Page 8/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
06/09/2022	PAYAB	120658	MURRAYS DISCOUNT AUTO STORES	R&M VEHICLE	939-000	335	148.99
06/09/2022	PAYAB	120659	OAKLAND COUNTY REG. OF DEEDS	RECORDING FEE - 452 SPARKS LANE	813-001	211	30.00
06/09/2022	PAYAB	120660	OAKLAND COUNTY REG. OF DEEDS	RECORDING FEE - 1687 BOLTON	813-001	211	30.00
06/09/2022	PAYAB	120661	OFFICE CONNECTION	OFFICE SUPPLIES	727-000	300	362.79
06/09/2022	PAYAB	120663	POSTMASTER	PERMIT #3	008-050	000	2,000.00
06/09/2022	PAYAB	120665	SUBURBAN LANDSCAPE & SUPPLY	SPHAGNUM PEAT	895-000	690	59.95
06/09/2022	PAYAB	120667	TOP LUBE CENTER	R&M VEHICLE	939-000	335	100.00
06/09/2022	PAYAB	120668*#	TRI COUNTY CLEANING SUPPLY, INC	OFFICE SUPPLIES	727-000	218	30.16
				OFFICE SUPPLIES	727-000	300	50.26
				OFFICE SUPPLIES	727-000	335	50.26
				OFFICE SUPPLIES	727-000	441	30.16
				CHECK PAYAB 120668 TOTAL FOR FUND			160.84
06/09/2022	PAYAB	120669	UNIFIRST CORPORATION	RUG SERVICE	932-000	218	295.03
06/09/2022	PAYAB	120670	VERIZON WIRELESS	04/24/2022 - 05/23/2022	920-000	335	257.27
				Total for fund 101 GENERAL FUND			197,731.72

06/13/2022 10:57 AM

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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE

CHECK NUMBER 120515 - 120670

Banks: PAYAB

Page 9/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR ROAD FUND							
05/19/2022	PAYAB	120557	FASTENAL COMPANY	STREET SIGNS	736-000	474	94.81
05/26/2022	PAYAB	120580	BOSS ENGINEERING	DECKER RD BTWN MAPLE & 14	820-000	451	7,229.71
05/26/2022	PAYAB	120603	FALCON ASPHALT REPAIR EQUIPMENT	INFRASTRUCTURE R&M - MINOR	734-000	462	220.88
06/02/2022	PAYAB	120633	ROAD COMMISSION OAKLAND CTY	TRI-PARTY AGREEMENT - PONTIAC TRAIL	988-000	451	108,532.00
06/02/2022	PAYAB	120634	ROAD COMMISSION OAKLAND CTY	APRIL SIGNAL MAINTENANCE	802-000	474	1,572.05
06/09/2022	PAYAB	120656*#	METRO ENVIRONMENTAL SERVICES, INC	STREET SWEEPING FOR MEMORIAL DAY PARADE	831-000	474	4,062.50
06/09/2022	PAYAB	120662	OHM ADVISORS	2022 DECKER ROAD REHAB CE/CA	820-000	451	34,674.35
Total for fund 202 MAJOR ROAD FUND							156,386.30

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CHECK NUMBER 120515 - 120670

Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 265 DRUG FORFEITURE FUND							
05/12/2022	PAYAB	120517	AT&T	05/04/2022 - 06/03/2022	920-000	400	211.36
05/19/2022	PAYAB	120560	LADD ROAD COLLISION	R&M VEHICLE	939-000	400	1,271.90
05/19/2022	PAYAB	120572	WALLED LAKE POLICE DEPARTMENT	NARCOTICS DRUG ENFORCEMENT	808-001	400	2,130.00
05/19/2022	PAYAB	120575	LAFONTAINE CHRYSLER DODGE	(2) - 2022 DODGE CHARGERS	981-001	399	67,946.00
05/26/2022	PAYAB	120579	AT&T MOBILITY	04/07/2022 - 05/06/2022	920-000	400	207.01
06/02/2022	PAYAB	120619	AT&T MOBILITY	05/18/2022 - 06/17/2022	920-000	400	78.50
Total for fund 265 DRUG FORFEITURE FUND							71,844.77

06/13/2022 10:57 AM
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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Page 11/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
05/12/2022	PAYAB	120522	BRODART CO	SERVICE FOR AUG 2022 - OCT 2022	982-000	738	1,071.00
05/12/2022	PAYAB	120533	MIDWEST TAPE	AV MATERIALS	982-002	738	49.99
				AV MATERIALS	982-002	738	22.49
				CHECK PAYAB 120533 TOTAL FOR FUND			<u>72.48</u>
05/12/2022	PAYAB	120540	T-MOBILE	03/25/2022 - 04/24/2022	982-003	738	150.50
05/12/2022	PAYAB	120542*#	TRI COUNTY CLEANING SUPPLY, INC	OFFICE SUPPLIES	727-000	738	53.14
05/19/2022	PAYAB	120558*#	GRID4 COMMUNICATIONS INC	05/16/2022 - 06/15/2022	920-000	738	94.49
05/19/2022	PAYAB	120559	INGRAM LIBRARY SERVICES	PURCHASE OF PRINT MATERIALS	982-000	738	202.75
				PURCHASE OF PRINT MATERIALS	982-000	738	8.24
				PURCHASE OF PRINT MATERIALS	982-000	738	3.09
				PURCHASE OF PRINT MATERIALS	982-000	738	7.43
				PURCHASE OF PRINT MATERIALS	982-000	738	25.18
				PURCHASE OF PRINT MATERIALS	982-000	738	84.19
				PURCHASE OF PRINT MATERIALS	982-000	738	191.44
				PURCHASE OF PRINT MATERIALS	982-000	738	6.29
				PURCHASE OF PRINT MATERIALS	982-000	738	32.43
				PURCHASE OF PRINT MATERIALS	982-000	738	35.17
				PURCHASE OF PRINT MATERIALS	982-000	738	63.91
				PURCHASE OF PRINT MATERIALS	982-000	738	6.49
				PURCHASE OF PRINT MATERIALS	982-000	738	10.44
				PURCHASE OF PRINT MATERIALS	982-000	738	181.34
				PURCHASE OF PRINT MATERIALS	982-000	738	18.41
				PURCHASE OF PRINT MATERIALS	982-000	738	3.09
				PURCHASE OF PRINT MATERIALS	982-000	738	170.96
				PURCHASE OF PRINT MATERIALS	982-000	738	30.35
				PURCHASE OF PRINT MATERIALS	982-000	738	9.89
				PURCHASE OF PRINT MATERIALS	982-000	738	151.20
				PURCHASE OF PRINT MATERIALS	982-000	738	13.20
				PURCHASE OF PRINT MATERIALS	982-000	738	3.09
				PURCHASE OF PRINT MATERIALS	982-000	738	31.33

06/13/2022 10:57 AM
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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Page 12/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
				PURCHASE OF PRINT MATERIALS	982-000	738	60.13
				PURCHASE OF PRINT MATERIALS	982-000	738	141.94
				AV MATERIALS	982-002	738	14.39
				AV MATERIALS	982-002	738	13.63
				AV MATERIALS	982-002	738	20.33
				AV MATERIALS	982-002	738	8.79
				AV MATERIALS	982-002	738	42.46
				AV MATERIALS	982-002	738	22.31
				AV MATERIALS	982-002	738	18.60
				AV MATERIALS	982-002	738	15.26
				AV MATERIALS	982-002	738	25.19
				AV MATERIALS	982-002	738	6.18
				AV MATERIALS	982-002	738	10.44
				AV MATERIALS	982-002	738	12.10
				AV MATERIALS	982-002	738	28.79
				AV MATERIALS	982-002	738	30.93
				CHECK PAYAB 120559 TOTAL FOR FUND			1,761.38
06/02/2022	PAYAB	120621	COMPTON PRESS INDUSTRIES	2022 SUMMER POSTCARDS	900-000	738	860.73
06/02/2022	PAYAB	120622	DEMCO	OPERATING SUPPLIES	728-000	738	475.57
06/02/2022	PAYAB	120623	DTE ENERGY	04/14/2022 - 05/13/2022	921-000	738	200.89
06/02/2022	PAYAB	120637	SIPES, TIM	CUSTODIAL MAINTENANCE SUPPLIES/SERVICE	932-000	738	400.00
06/02/2022	PAYAB	120638*#	TOSHIBA FINANCIAL SERVICES	05/13/2022 - 06/13/2022	941-000	738	315.27
06/02/2022	PAYAB	120640	VISA WALLED LAKE SCHOOL EMP FCU	OPERATING SUPPLIES	728-000	738	95.91
				PROGRAMMING	737-000	738	28.25
				PROGRAMMING	737-000	738	15.58
				SOFTWARE MAINTENANCE	936-001	738	2.99
				SOFTWARE MAINTENANCE	936-001	738	119.40
				SOFTWARE MAINTENANCE	936-001	738	110.00
				SOFTWARE MAINTENANCE	936-001	738	1.66
				U OF M LITTLE LIBRARIES PROGRAM EXP	960-000	738	340.32
				U OF M LITTLE LIBRARIES PROGRAM EXP	960-000	738	841.60

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
				COMPUTER & RELATED HARWARE PURCHASES	980-001	738	178.75
				CHECK PAYAB 120640 TOTAL FOR FUND			<u>1,734.46</u>
06/09/2022	PAYAB 120653		INGRAM LIBRARY SERVICES	PURCHASE OF PRINT MATERIALS	982-000	738	67.58
				PURCHASE OF PRINT MATERIALS	982-000	738	9.89
				PURCHASE OF PRINT MATERIALS	982-000	738	19.22
				PURCHASE OF PRINT MATERIALS	982-000	738	19.78
				PURCHASE OF PRINT MATERIALS	982-000	738	13.62
				PURCHASE OF PRINT MATERIALS	982-000	738	134.92
				PURCHASE OF PRINT MATERIALS	982-000	738	19.78
				PURCHASE OF PRINT MATERIALS	982-000	738	105.52
				PURCHASE OF PRINT MATERIALS	982-000	738	46.91
				PURCHASE OF PRINT MATERIALS	982-000	738	61.49
				PURCHASE OF PRINT MATERIALS	982-000	738	32.07
				PURCHASE OF PRINT MATERIALS	982-000	738	7.14
				PURCHASE OF PRINT MATERIALS	982-000	738	8.24
				PURCHASE OF PRINT MATERIALS	982-000	738	10.53
				PURCHASE OF PRINT MATERIALS	982-000	738	131.54
				PURCHASE OF PRINT MATERIALS	982-000	738	140.81
				PURCHASE OF PRINT MATERIALS	982-000	738	9.89
				PURCHASE OF PRINT MATERIALS	982-000	738	10.44
				PURCHASE OF PRINT MATERIALS	982-000	738	8.44
				PURCHASE OF PRINT MATERIALS	982-000	738	9.89
				PURCHASE OF PRINT MATERIALS	982-000	738	84.03
				PURCHASE OF PRINT MATERIALS	982-000	738	102.67
				PURCHASE OF PRINT MATERIALS	982-000	738	18.68
				PURCHASE OF PRINT MATERIALS	982-000	738	9.89
				PURCHASE OF PRINT MATERIALS	982-000	738	148.32
				PURCHASE OF PRINT MATERIALS	982-000	738	33.41
				PURCHASE OF PRINT MATERIALS	982-000	738	43.87
				PURCHASE OF PRINT MATERIALS	982-000	738	6.80
				PURCHASE OF PRINT MATERIALS	982-000	738	63.46
				PURCHASE OF PRINT MATERIALS	982-000	738	3.09
				PURCHASE OF PRINT MATERIALS	982-000	738	9.88
				PURCHASE OF PRINT MATERIALS	982-000	738	21.06
				PURCHASE OF PRINT MATERIALS	982-000	738	231.70

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
				PURCHASE OF PRINT MATERIALS	982-000	738	3.71
				PURCHASE OF PRINT MATERIALS	982-000	738	9.34
				PURCHASE OF PRINT MATERIALS	982-000	738	18.68
				PURCHASE OF PRINT MATERIALS	982-000	738	32.11
				PURCHASE OF PRINT MATERIALS	982-000	738	74.69
				PURCHASE OF PRINT MATERIALS	982-000	738	13.05
				PURCHASE OF PRINT MATERIALS	982-000	738	3.09
				PURCHASE OF PRINT MATERIALS	982-000	738	9.34
				PURCHASE OF PRINT MATERIALS	982-000	738	10.44
				PURCHASE OF PRINT MATERIALS	982-000	738	134.99
				PURCHASE OF PRINT MATERIALS	982-000	738	159.87
				AV MATERIALS	982-002	738	47.95
				AV MATERIALS	982-002	738	161.32
				AV MATERIALS	982-002	738	19.25
				AV MATERIALS	982-002	738	25.19
				AV MATERIALS	982-002	738	10.99
				AV MATERIALS	982-002	738	25.19
				AV MATERIALS	982-002	738	57.58
				AV MATERIALS	982-002	738	17.80
				AV MATERIALS	982-002	738	10.51
				AV MATERIALS	982-002	738	57.57
				AV MATERIALS	982-002	738	53.26
				AV MATERIALS	982-002	738	9.89
				AV MATERIALS	982-002	738	7.69
				AV MATERIALS	982-002	738	46.19
				AV MATERIALS	982-002	738	9.89
				AV MATERIALS	982-002	738	9.34
				AV MATERIALS	982-002	738	10.79
				AV MATERIALS	982-002	738	14.82
				AV MATERIALS	982-002	738	35.98
				AV MATERIALS	982-002	738	100.74
				CHECK PAYAB 120653 TOTAL FOR FUND			2,845.81

06/09/2022 PAYAB 120657 MIDWEST TAPE

AV MATERIALS	982-002	738	12.74
AV MATERIALS	982-002	738	44.99
AV MATERIALS	982-002	738	56.23

06/13/2022 10:57 AM

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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE

CHECK NUMBER 120515 - 120670

Banks: PAYAB

Page 15/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
				AV MATERIALS	982-002	738	39.99
				AV MATERIALS	982-002	738	62.97
				AV MATERIALS	982-002	738	39.99
				AV MATERIALS	982-002	738	26.24
				AV MATERIALS - ADVANCE DIGITAL PAYMENT	982-002	738	3,000.00
				CHECK PAYAB 120657 TOTAL FOR FUND			<u>3,283.15</u>
06/09/2022	PAYAB	120666	T-MOBILE	04/25/2022 - 05/24/2022	982-003	738	150.50
06/09/2022	PAYAB	120668*#	TRI COUNTY CLEANING SUPPLY, INC	OFFICE SUPPLIES	727-000	738	40.20
				Total for fund 271 LIBRARY FUND			13,509.57

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User: MGROSS
DB: Walled Lake

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Page 16/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 494 DOWNTOWN DEVELOPMENT FUND							
05/19/2022	PAYAB	120549*#	BOSS ENGINEERING	MERCER BEACH GRANT PROJECT	984-000	900	475.00
				MERCER BEACH GRANT PROJECT	984-000	900	18,725.00
				CHECK PAYAB 120549 TOTAL FOR FUND			<u>19,200.00</u>
05/19/2022	PAYAB	120567	R & C EXCAVATING, LLC	CRUSHED ASPHALT & TOP SOIL	990-001	900	21,654.00
05/26/2022	PAYAB	120582	CRG ELECTRIC LLC	R&M DDA STREET LIGHTS	933-000	895	441.00
05/26/2022	PAYAB	120600	DTE ENERGY	04-12-2022 - 05-12-2022	921-000	895	269.69
05/26/2022	PAYAB	120608	MCDOWELL & ASSOCIATES INC.	MERCER BEACH PROJECT	984-000	900	1,705.00
06/09/2022	PAYAB	120642	21ST CENTURY MEDIA	PRINTING/PUBLISHING/PUBLICITY	984-000	900	815.25
				Total for fund 494 DOWNTOWN DEVELOPMENT FUND			44,084.94

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DB: Walled Lake

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Page 17/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 590 REFUSE FUND							
05/12/2022	PAYAB	120526	GFL ENVIRONMENTAL USA	20 FLAT HAUL & DISPOSAL CHARGES	827-000	538	528.15
05/19/2022	PAYAB	120568	RRRASOC	HAZARDOUS MATERIALS	827-005	538	48.50
05/26/2022	PAYAB	120605	GFL ENVIRONMENTAL USA	REFUSE COLLECTION	827-000	538	27,373.04
05/26/2022	PAYAB	120613	RRRASOC	HHW EVENT: SAT. MAY 7, 2022	827-005	538	333.00
06/02/2022	PAYAB	120636	RRRASOC	HHW EVENT 05/21/2022	827-005	538	111.00
06/09/2022	PAYAB	120664	RRRASOC	HHW EVENT - MAY 2022	827-005	538	145.50
Total for fund 590 REFUSE FUND							28,539.19

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DB: Walled Lake

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE

CHECK NUMBER 120515 - 120670

Banks: PAYAB

Page 18/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 591 WATER AND SEWER FUND							
05/26/2022	PAYAB	120584	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	533	22.28
05/26/2022	PAYAB	120593	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	533	21.62
05/26/2022	PAYAB	120594	DTE ENERGY	04-14-2022 - 05-13-2022	921-000	534	15.80
Total for fund 591 WATER AND SEWER FUND							59.70

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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Page 19/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 701 TRUST AND AGENCY FUND							
05/12/2022	PAYAB	120518	B&M ASHMAN, INC.	ROW	269-001	000	2,500.00
05/12/2022	PAYAB	120519	BELL WIRE COMMUNICATIONS	REFUND PROW2021-0031 GAMMA	269-001	000	2,500.00
05/12/2022	PAYAB	120541	THORNTON & GROOMS	REFUND PROW2022-0003 428 SPARKS LANE	269-001	000	1,000.00
05/19/2022	PAYAB	120549*#	BOSS ENGINEERING	900 LADD	263-054	000	100.00
				ADRIAN TREE SERVICE	263-055	000	325.00
				MAHAR	264-068	000	250.00
				PUBLIC STORAGE	264-125	000	2,550.00
				GODOY	264-152	000	500.00
				CHECK PAYAB 120549 TOTAL FOR FUND			<u>3,725.00</u>
05/26/2022	PAYAB	120611	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSE JAN-MAR2022	222-001	000	847.00
06/02/2022	PAYAB	120631	OAKLAND COUNTY REG. OF DEEDS	RECORDING OF DEED 92-17-26-454-008	264-125	000	30.00
06/09/2022	PAYAB	120647	CODE SAVVY CONSULTANTS LLC	PLAN REVIEW - 1750 N. PONTIAC TRAIL	264-155	000	500.00
				Total for fund 701 TRUST AND AGENCY FUND			11,102.00

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DB: Walled Lake

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 120515 - 120670
Banks: PAYAB

Page 20/20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 705 ACCRUED INSURANCE LIABILITIES							
05/12/2022	PAYAB	120520	BLUE CARE NETWORK	JUNE PAYMENT	231-016	000	13,241.30
				APRIL & MAY CREDIT	231-016	000	(2,582.75)
				CHECK PAYAB 120520 TOTAL FOR FUND			<u>10,658.55</u>
05/12/2022	PAYAB	120521	BLUE CROSS BLUE SHIELD OF MICHIGAN	JUNE PAYMENT	231-016	000	5,013.61
05/19/2022	PAYAB	120566*#	PRINCIPAL LIFE INSURANCE COMPANY	ACCRUED DENTAL PREMIUM	231-017	000	1,768.74
05/26/2022	PAYAB	120604*#	FIDELITY SECURITY LIFE INS/EYEMED	JUNE PAYMENT	231-020	000	357.24
05/26/2022	PAYAB	120607*#	MADISON NATIONAL LIFE INSURANCE	JUNE PAYMENT	231-019	000	2,088.42
06/09/2022	PAYAB	120645	BLUE CARE NETWORK	JULY PAYMENT	231-016	000	13,241.30
06/09/2022	PAYAB	120646	BLUE CROSS BLUE SHIELD OF MICHIGAN	JULY PAYMENT	231-016	000	5,013.61
				Total for fund 705 ACCRUED INSURANCE LIABILITIES			38,141.47
			TOTAL - ALL FUNDS				<u>561,399.66</u>

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

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



CITY OF WALLED LAKE

POLICE DEPARTMENT

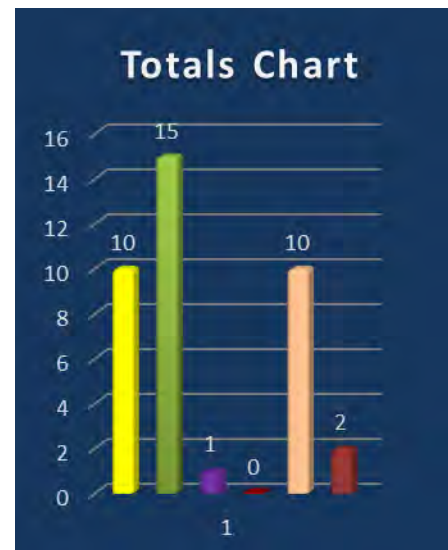
1499 East West Maple Road
 Walled Lake, Michigan 48390
 Dispatch: (248) 624-3111 · Administration: (248) 624-3120 · Fax: (248) 960-8898
www.walledlake.com



Code Enforcement Monthly Status Report May 2022

Category	Current Month Active	Current Month Resolved	Current Month No Violation	Previous Months Active	Previous Months Resolved	Total Category
Blight	4	1	0	5	1	11
Junk Cars	1	0	0	0	0	1
Noxious Weeds/Grass	3	12	0	0	0	15
Property Maintenance	1	1	1	4	1	8
Stop Work	0	0	0	0	0	0
Unsafe Property Conditions	0	0	0	0	0	0
Working w/o a Permit	0	1	0	0	0	1
Zoning Violation	1	0	0	1	0	2
Total	10	15	1	10	2	38

Totals	
Active	10
Resolved	15
No Violation	1
Tickets	0
Previous Active	10
Previous Resolved	2



Serving the Community

Code Enforcement Monthly Status Report

May 2022


Current Month Events	Date	Active	Resolved	No Violation
1706 Bolton/Mess in yard	5/2/2022	0	1	0
2200 S Commerce/Trees Removed without Permit	5/4/2022	0	1	0
125 Arvida/Junk in Yard	5/11/2022	1	0	0
1215 Decker/Tall Weeds along Dover Hill Fence	5/11/2022	1	0	0
17-34-409-002 (Liberty/E Walled Lk)/Tall Grass	5/11/2022	0	1	0
1404 Decker/Tall Grass	5/11/2022	0	1	0
141 E Walled Lk/Tall Grass	5/11/2022	0	1	0
42880 W 14 Mile/ Junk in Front of Apartments	5/12/2022	1	0	0
736 Woods Ct/Tall Grass	5/17/2022	0	1	0
1706 Bolton/Tall Grass & Brush Along Fence	5/17/2022	0	1	0
1401 Shaw/Tall Grass & Poss. Junk Vehicle in Back	5/18/2022	1	0	0
101 Legato/Tall Grass in Back	5/18/2022	0	1	0
1250 E West Maple/(Maple Manor) Mattress on Ground	5/19/2022	1	0	0
255 Ladd/Unauthorized Business in Back	5/29/2022	1	0	0
1124 E West Maple/Tall Grass	5/23/2022	0	1	0
1017 E West Maple/Tall Grass	5/23/2022	0	1	0
750 N Pontiac Trail/Tall Grass	5/23/2022	0	1	0
1404 S Commerce/Tree Down in Yard	5/23/2022	0	0	1
1178 N Eddie/House in Disrepair	5/23/2022	1	0	0
2352 S Commerce/Tall Grass	5/24/2022	0	1	0
1883 Decker/Tall Grass	5/24/2022	1	0	0
1635 N Pontiac Trail/Tall Grass	5/24/2022	0	1	0
100 W West Maple/Tall Grass	5/24/2022	0	1	0
670 N Pontiac trail/Telephone Pole still on Ground	5/24/2022	1	0	0
1565 High Meadow/Tall Grass	5/31/2022	0	1	0
133 Welfare/Tall Grass	5/31/2022	1	0	0

Code Enforcement Monthly Status Report May 2022

Previous Months Active Events	Date	Active	Resolved
1109 Decker Rd/Fence Falling Down	3/18/2022	1	0
Z on Decker/Possible Dangerous Trees & Broken Fence	3/30/2022	1	0
1272 E West Maple/Branches in Yard	4/4/2022	0	1
121 N Pontiac Trail/Piles of Junk in Yard	4/4/2022	1	0
239 Common/Wires Hanging Down	4/6/2022	0	1
416 Nicolet/Junk in Yard	4/8/2022	1	0
1205 N Pontiac Trail/Dangerous Tree	4/11/2022	1	0
1345 Leon/Siding Falling off House	4/20/2022	1	0
1270 N Pontiac Trail/Dumping	4/20/2022	1	0
1225 E West Maple Rd/Overgrowth along Fence	4/20/2022	1	0
307 Ladd/Pile of Cut Trees and Brush	4/28/2022	1	0
1654 Decker/Pile of Cut Trees and Brush	4/28/2022	1	0

Current Month Details	Date
City-wide/Sign Pickup	5/5/2022
Forest Brook/SESC Inspection	5/5/2022
174 S Pontiac Trail/SESC Application Review	5/11/2022

Respectfully Submitted,



Paul Barch
Code Enforcement Officer

Serving the Community



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: *850 Ladd Bldg. E Lot Split*

Date: June 9, 2022

The city recently received a lot split application from representatives of Turning Point Holding Co. LLC (“Turning Point”), the owner of 850 Ladd Bldg. E. Turning Point proposes splitting off a triangular shaped portion of the adjoining parcel no. 17-34-176-011 and combining it with Turning Point’s parcel no. 17-34-176-010. Parcel no. 17-34-176-011 (“City Parcel”) is owned by the City of Walled Lake. Parcel no. 17-34-176-010 (“Turning Point Parcel”), commonly known as 850 Ladd Bldg. E, is owned by Turning Point Holding Company. The attached survey plans included with the application identify the triangular portion of the City Parcel as the “Transfer Parcel” that is proposed to be split from the City Parcel and added to the Turning Point Parcel.

The City Parcel and the Turning Point Parcel once comprised a single larger parent parcel previously assigned Tax Parcel No. 17-34-176-009 (“Parent Parcel”). In 1999, the Parent Parcel was split into the two current smaller parcels with the city acquiring ownership of the resulting southern parcel (i.e., City Parcel) and the then owner of the former Parent Parcel retaining ownership of the resulting northern parcel (i.e., Turning Point Parcel) which was eventually conveyed to Turning Point. The city acquired ownership of the City Parcel pursuant to the attached 1999 warranty deed for the sum of \$200,000.00. The City Parcel consists of approximately 4.5 acres. Other than a parking lot encroachment along the northern lot line, the City Parcel is unimproved and appears to be used for right-of-way and wetlands mitigation purposes.

The Turning Point Parcel is improved with an industrial building, a parking lot for the building occupants, and loading facilities. According to the attached plans, a portion of the parking lot for the Turning Point Parcel encroaches onto the Transfer Parcel which, as stated above, is currently owned by the city. There is no recorded easement providing for the maintenance or use of parking facilities on the City Parcel, and the city never otherwise approved the encroachment of the parking lot onto the City Parcel. It appears Turning Point seeks to resolve the parking lot

encroachment by way of the proposed lot split/combination, which would include the city conveying ownership of the Transfer Parcel to Turning Point.

The Turning Point parcel is zoned I-1, limited industrial. All uses in the I-1 zoning district, including principal permitted uses, require site plan approval by the planning commission. Currently, there is a pending site plan application seeking approval of a proposed marijuana grow/processor facility upon the Turning Point Parcel. Absent resolution of the parking lot encroachment, any proposed use, improvement or occupancy of the Turning Point Parcel likely fails to satisfy applicable site plan approval criteria under the city's zoning ordinance.

My review reveals the proposed lot split/combination requires no action by the planning commission. Rather, because the triangular Transfer Parcel is owned by the city, the proposed split and conveyance of the Transfer Parcel requires approval by the affirmative vote of not less than five (5) members of city council per section 12.1 of the City Charter.¹ If the proposed split and conveyance of the Transfer Parcel receives council approval, the proposed combination adding the Transfer Parcel to the Turning Point Parcel should be reviewed by city staff per section 74-109(c) of the city code and the city manager shall take final action on the proposed lot combination per section 74-109(e) of the city code. Accordingly, any approval by council of the proposed split and conveyance of the Transfer Parcel should be conditional upon the City Manager's approval of a lot combination application. If council approves the proposed split and conveyance of the Transfer Parcel, the owner of the Turning Point Parcel will then need to complete and submit an application for a lot combination on an approved city lot combination form.

The city cannot give away city owned property to a private landowner free of charge. Rather, conveyance of city owned land to a private landowner requires payment of valuable consideration. Valuable consideration includes, but is not limited to, payment of cash proceeds. Consequently, the proposed conveyance of the Transfer Parcel to Turning Point requires payment of valuable consideration. Moreover, like any other private party, Turning Point has no right to acquire or receive a conveyance of city owned land. The city is under no legal obligation to convey city owned land to any private party upon request. Like any other property owner, the city may decline any requested conveyance of city owned land for any reason, or no reason at all. The city also has broad discretion to impose conditions upon a conveyance of city owned land.

Recommendation In the event five (5) or more members of council support the proposed split and conveyance of the Transfer Parcel to Turning Point, I recommend using the attached Resolution Approving Split and Conveyance of City Owned Land. The resolution contains blanks that must be filled in identifying the consideration for the conveyance and any conditions precedent imposed by council. Council must determine what the valuable consideration shall consist of and what, if any, conditions precedent apply. If the proposed split and conveyance lack support of at least five (5) members of council, no action or motion denying the requested

¹ Moreover, because the proposal consists of a property transfer between two adjacent parcels where property is taken from one parcel and added to the other and the resulting parcels otherwise meet the dimensional buildability requirements under local ordinance, the requirements under the Land Division Act, MCL 560.101 et. seq, do not apply.

split/conveyance is required as council may effectively withhold the required approval by simply taking no action.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WALLED LAKE APPROVING SPLIT AND CONVEYANCE OF
CITY OWNED LAND.

Proposed RESOLUTION 2022-22

At its Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held at City Hall 1499 E. West Maple, Walled Lake, MI on the 21st day of June 2022 at 7:30 p.m., the City Council for the City of Walled Lake (“city”) resolved as follows:

WHEREAS, the city owns a certain parcel of land located on the northeast corner of W. West Maple Rd. and Ladd Rd., Walled Lake, MI consisting of approximately 4.5 acres of unimproved land and assigned Tax Parcel No. 17-34-176-011 (“City Parcel”); and

WHEREAS, the city acquired ownership of the City Parcel pursuant to a March 18, 1999 warranty deed for the sum of \$200,000.00, said warranty deed recorded in Liber 19823 Page 390, Oakland County Records; and

WHEREAS, Turning Point Holdings LLC (“Turning Point”) owns a certain parcel of land commonly known as 850 Ladd Bldg. E and assigned Tax Parcel No. 17-34-176-010 (“Turning Point Parcel”) that adjoins the north lot line of the City Parcel; and

WHEREAS, The Turning Point Parcel is zoned I-1 limited industrial and is improved with an existing industrial building including a related parking lot and loading facilities; and

WHEREAS, a portion of the Turning Point Parcel parking lot encroaches onto the north side of the City Parcel; and

WHEREAS, there is no recorded easement, agreement or other City approval authorizing the encroachment of the Turning Point Parcel parking lot upon the City Parcel or otherwise permitting use of the City Parcel for parking by any owner or occupant of the Turning Point Parcel or any other member of the public; and

WHEREAS, authorized representatives of Turning Point have submitted a proposed lot split/combination requesting city approval of a proposed split and conveyance of a triangular shaped portion of the City Parcel along the north adjoining lot line referenced as the “Transfer Parcel” that includes the parking lot encroachment area and additional land adjacent to the southern corner of the Turning Point Parcel parking lot that would be combined with the Turning Point Parcel upon the filing and approval of a complete and proper lot combination application; and

WHEREAS, Turning Point has no right to acquire or receive a conveyance of city owned land and the city is under no legal obligation to convey city owned land to any private party upon request; and

WHEREAS, because the triangular Transfer Parcel is owned by the city, the proposed split and conveyance of the Transfer Parcel to Turning Point requires approval by the affirmative vote of not less than five (5) members of city council per section 12.1 of the City Charter

WHEREAS, the Walled Lake City Council deems it prudent, equitable and in the City's best interest to approve the proposed split and conveyance of the Transfer Parcel to Turning Point conditional upon: 1) application and city approval of a complete and proper lot combination application to combine the Transfer Parcel with the Turning Point Parcel; and 2) satisfying the valuable consideration requirements set forth in this resolution below; and 3) satisfaction of all conditions precedent, if any, set forth in this resolution below .

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Walled Lake, County of Oakland, State of Michigan that Turning Point's requested split and conveyance of the city owned Transfer Parcel to Turning Point is hereby approved subject to the following:

- 1) Application and city approval of a complete and proper lot combination application to combine the Transfer Parcel with the Turning Point Parcel; and
- 2) Satisfying the valuable consideration requirements set forth in this resolution below; and
- 3) Satisfaction of all the following conditions precedent to this approval and conveyance:

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Council of the City of Walled Lake, County of Oakland, State of Michigan, satisfaction of the following shall constitute valuable, just and equitable consideration for the requested split and conveyance of the city owned Transfer Parcel to Turning Point that best serves the interests of the city and its residents:

NOW, THEREFORE BE IT FURTHER RESOLVED that upon satisfaction of all conditions set forth in this resolution, the city shall quit claim and deliver all interest in the Transfer Parcel to Turning Point pursuant to an instrument of conveyance approved as to form by the City Attorney and executed by the Mayor.

NOW, THEREFORE BE IT FURTHER RESOLVED that upon satisfaction of all conditions set forth in this resolution the split and conveyance of the Transfer Parcel approved by this resolution shall be deemed to run with the land of both the City Parcel and Turning Point

Parcel and shall be binding upon and inure to the benefit of the parties' respective successors in interest.

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

AYES: ()

NAYS: ()

ABSENT: ()

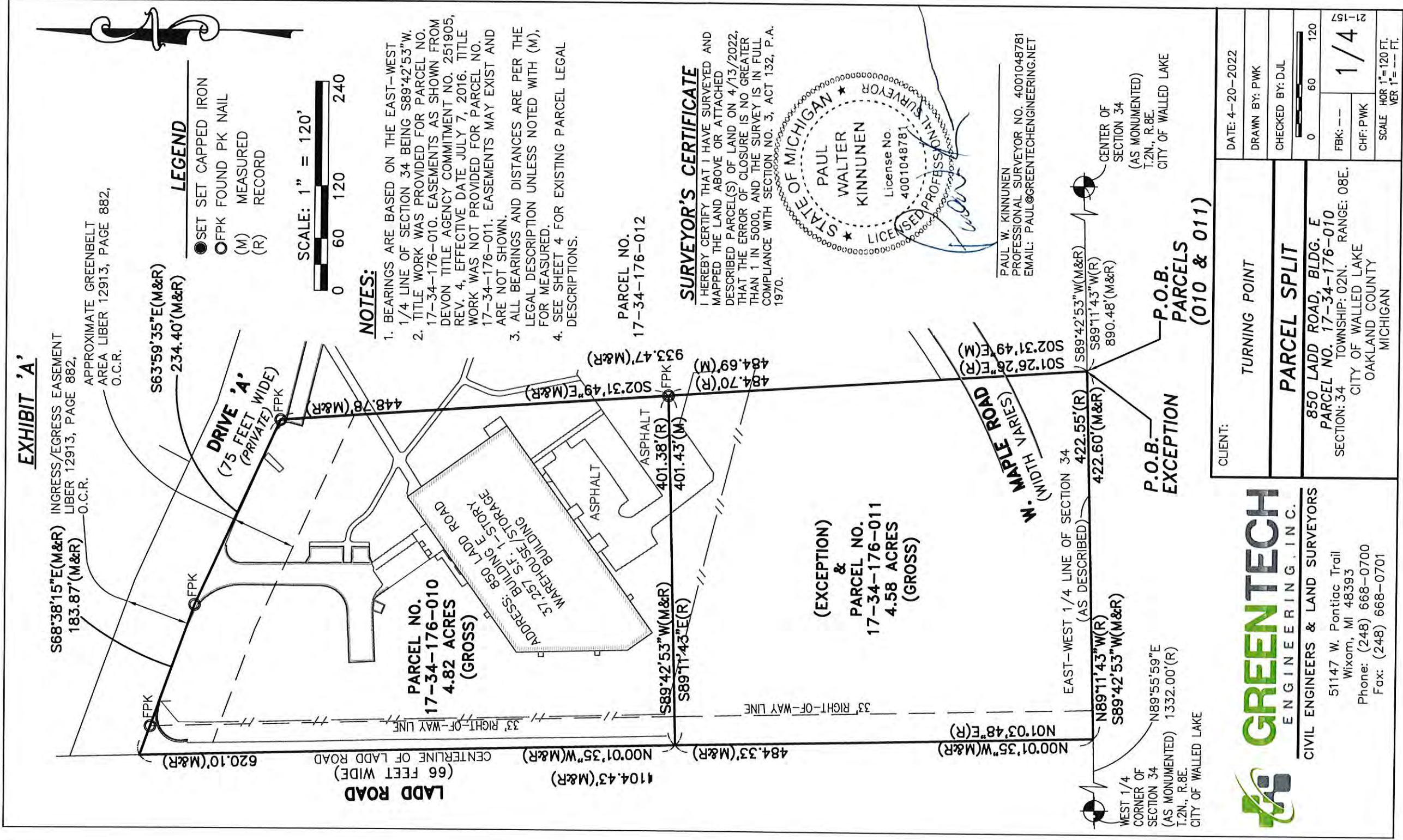
ABSTENTIONS: ()

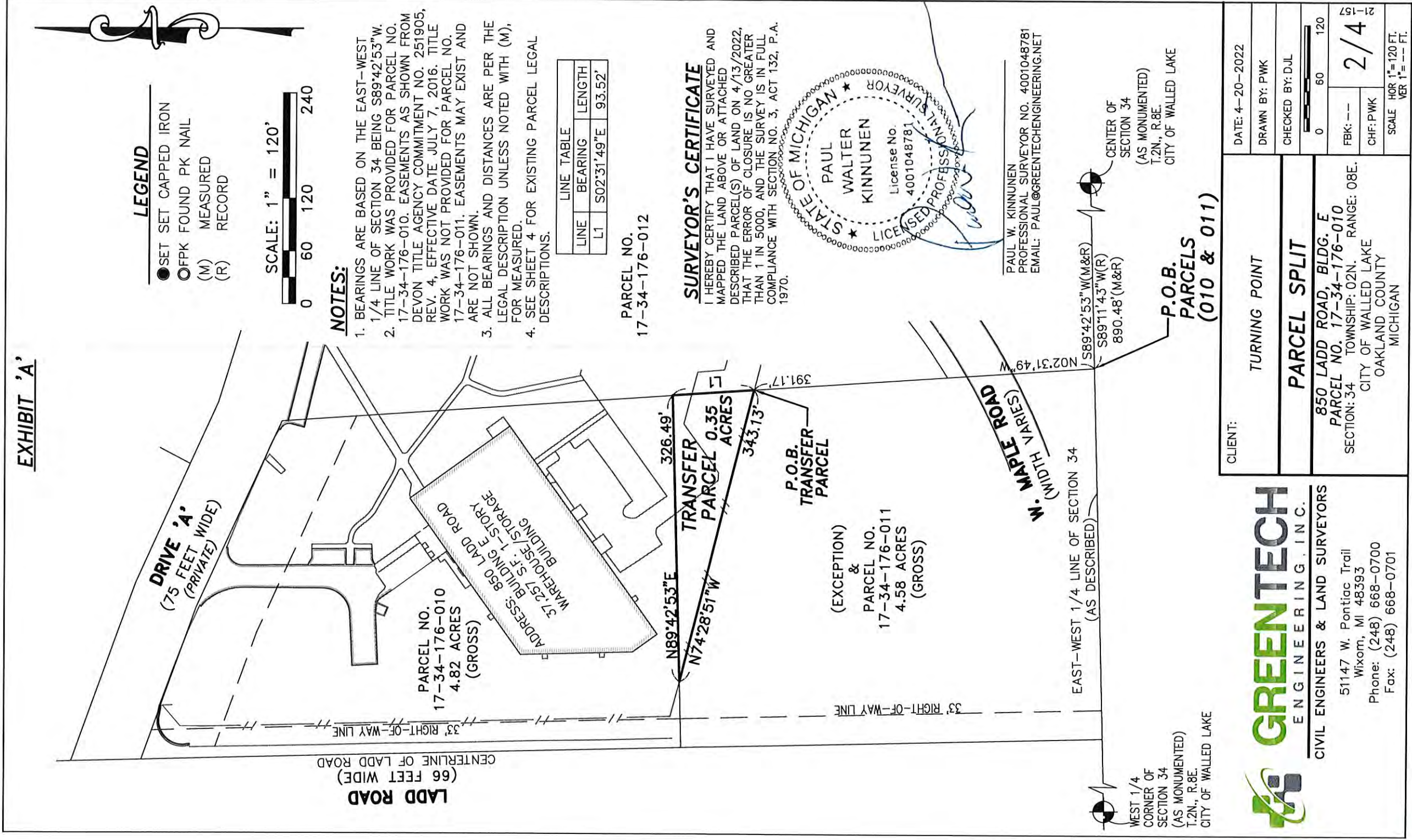
RESOLUTION DECLARED ADOPTED.

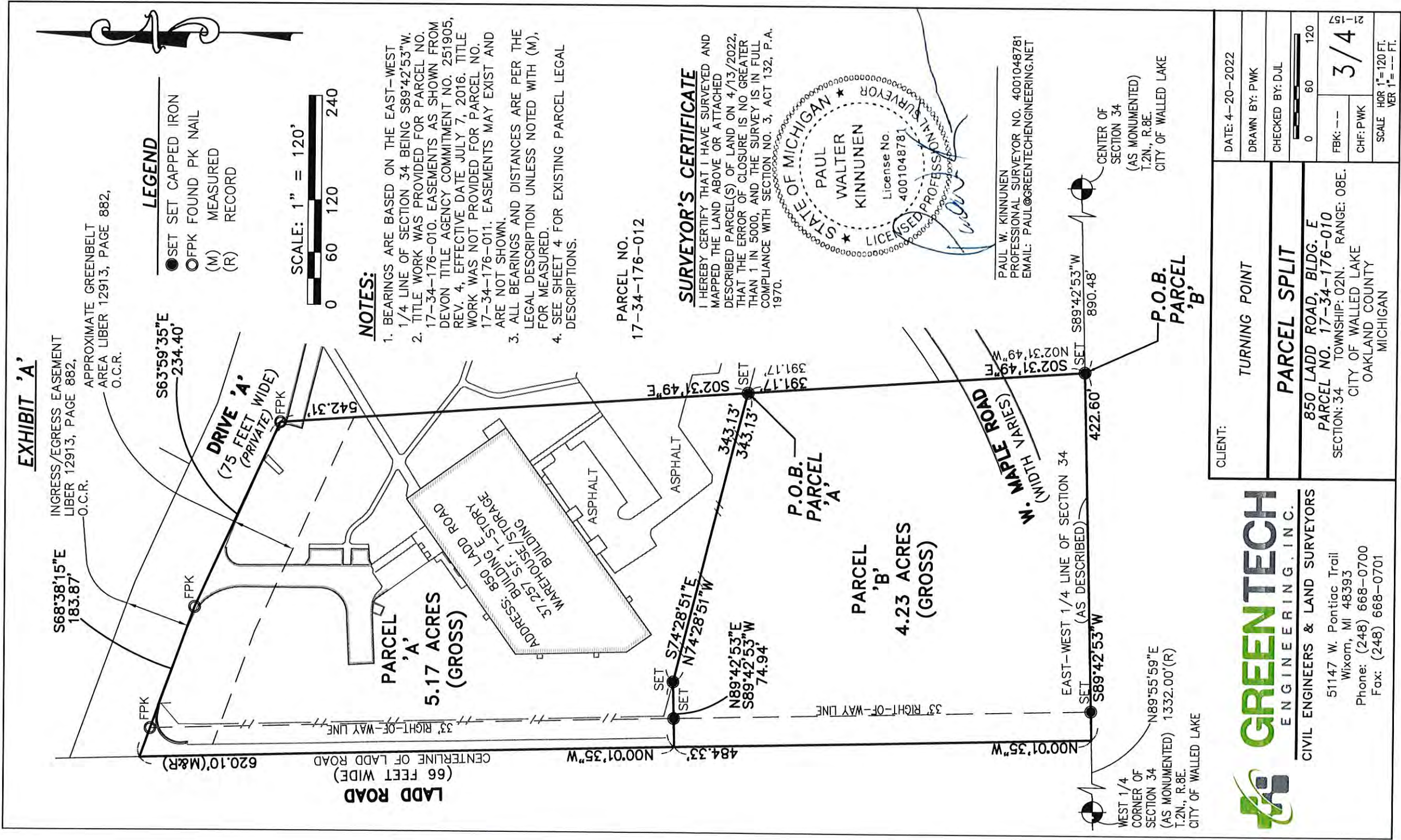
STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor







EXISTING LEGAL DESCRIPTIONS: EXHIBIT 'A'
PARCEL NO. 17-34-176-010 (BY OTHERS):

ALL THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 2 NORTH, RANGE 8 EAST, CITY OF WALLED LAKE, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: **BEGINNING** AT A POINT ON THE EAST AND WEST 1/4 LINE OF SAID SECTION 34, WHICH POINT IS DISTANT ALONG SAID EAST-WEST 1/4 LINE, SOUTH 89 DEGREES 42 MINUTES 53 SECONDS WEST 890.48 FEET FROM THE CENTER OF SAID SECTION 34; THENCE CONTINUING ALONG SAID EAST-WEST 1/4 LINE, SOUTH 89 DEGREES 42 MINUTES 53 SECONDS WEST 422.60 FEET TO A POINT IN THE CENTERLINE OF LADD ROAD, 66 FEET WIDE, WHICH POINT IS DISTANT NORTH 89 DEGREES 55 MINUTES 59 SECONDS EAST 1332.00 FEET, AS MEASURED, FROM THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE ALONG THE CENTERLINE OF LADD ROAD, NORTH 00 DEGREES 01 MINUTES 35 SECONDS WEST 1104.43 FEET; THENCE ALONG THE SOUTHERLY LINE OF DRIVE "A" (SO CALLED), SOUTH 68 DEGREES 38 MINUTES 15 SECONDS EAST 183.87 FEET AND SOUTH 63 DEGREES 59 MINUTES 35 SECONDS EAST 234.40 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 49 SECONDS EAST 933.47 FEET TO THE **POINT OF BEGINNING**.

EXCEPT A PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 2 NORTH, RANGE 8 EAST, CITY OF WALLED LAKE, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 11 MINUTES 43 SECONDS WEST 890.48 FEET (PREVIOUSLY DESCRIBED AS SOUTH 89 DEGREES 42 MINUTES 53 SECONDS WEST) ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 89 DEGREES 11 MINUTES 43 SECONDS WEST 422.55 FEET ALONG SAID SECTION LINE TO A POINT IN THE CENTERLINE OF LADD ROAD; THENCE NORTH 01 DEGREES 03 MINUTES 48 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 01 MINUTES 35 SECONDS WEST) 484.33 FEET ALONG THE CENTERLINE OF LADD ROAD; THENCE SOUTH 89 DEGREES 11 MINUTES 43 SECONDS EAST 401.38 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 26 SECONDS EAST 484.70 FEET TO THE EAST-WEST 1/4 LINE OF SAID SECTION 34 AND THE **POINT OF BEGINNING**.

PARCEL NO. 17-34-176-011 (BY OTHERS):

THAT PART OF NORTHWEST 1/4 OF SECTION 34, T.2N., R.8E., CITY OF WALLED LAKE, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT DISTANT N89°11'43"W 890.48 FEET FROM THE CENTER OF SECTION; THENCE N89°11'43"W 422.55 FEET; THENCE N01°03'48"E 484.33 FEET; THENCE S89°11'43"E 401.38 FEET; THENCE S01°26'26"E 484.70 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4.58 ACRES.

TRANSFER PARCEL:

ALL THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 2 NORTH, RANGE 8 EAST, CITY OF WALLED LAKE, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT, BEING DISTANT S89°42'53"W 890.48 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34, AND N02°31'49"W 391.17 FEET FROM THE CENTER OF SECTION 34; THENCE N74°28'51"W 343.13 FEET; THENCE S02°31'49"E 93.52 FEET TO THE **POINT OF BEGINNING**. CONTAINING 0.35 ACRES AND SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

PROPOSED LEGAL DESCRIPTIONS:

PARCEL 'A':

ALL THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 2 NORTH, RANGE 8 EAST, CITY OF WALLED LAKE, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT, BEING DISTANT S89°42'53"W 890.48 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34, AND N02°31'49"W 391.17 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE N74°28'51"W 343.13 FEET; THENCE S89°42'53"W 74.94 FEET TO THE CENTERLINE OF LADD ROAD, 66 FEET WIDE; THENCE ALONG SAID CENTERLINE, N00°01'35"W 620.10 FEET; THENCE ALONG THE SOUTH LINE OF DRIVE 'A', 75 FEET WIDE, PRIVATE, THE FOLLOWING (2) COURSES; (1) S68°38'15"E 183.87 FEET, AND (2) S63°59'35"E 234.40 FEET; THENCE S02°31'49"E 542.31 FEET TO THE **POINT OF BEGINNING**. CONTAINING 5.17 ACRES, AND SUBJECT TO RIGHT-OF-WAY OVER THE WEST 33 FEET THEREOF FOR LADD ROAD, AND SUBJECT TO ANY OTHER RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL 'B':

ALL THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 2 NORTH, RANGE 8 EAST, CITY OF WALLED LAKE, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT ON EAST-WEST 1/4 LINE OF SAID SECTION 34, BEING DISTANT S89°42'53"W 890.48 FEET ALONG SAID EAST-WEST 1/4 LINE FROM THE CENTER OF SECTION 34; THENCE CONTINUING S89°42'53"W 422.60 FEET TO THE CENTERLINE OF LADD ROAD, 66 FEET WIDE; THENCE ALONG SAID CENTERLINE, N00°01'35"W 484.33 FEET; THENCE N89°42'53"E 74.94 FEET; THENCE S74°28'51"E 343.13 FEET; THENCE S02°31'49"E 391.17 FEET TO THE SAID EAST-WEST 1/4 LINE AND TO THE **POINT OF BEGINNING**. CONTAINING 4.23 ACRES AND SUBJECT TO RIGHT-OF-WAY OVER THE WEST 33 FEET THEREOF FOR LADD ROAD, ALSO SUBJECT TO RIGHT-OF-WAY FOR MAPLE ROAD, AND ALSO SUBJECT TO ANY OTHER RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE OR ATTACHED DESCRIBED PARCEL(S) OF LAND ON 4/13/2022, THAT THE ERROR OF CLOSURE IS NO GREATER THAN 1 IN 5000, AND THE SURVEY IS IN FULL COMPLIANCE WITH SECTION NO. 3, ACT 132, P.A. 1970.



PAUL W. KINNUNEN
PROFESSIONAL SURVEYOR NO. 4001048781
EMAIL: PAUL@GREENTECHENGINEERING.NET



GREENTECH
ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

51147 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:

TURNING POINT

PARCEL SPLIT

850 LADD ROAD, BLDG. E
PARCEL NO. 17-34-176-010
SECTION: 34 TOWNSHIP: 02N. RANGE: 08E.
CITY OF WALLED LAKE
OAKLAND COUNTY
MICHIGAN

DATE: 4-20-2022

DRAWN BY: PWK

CHECKED BY: DJL

0

FBK:

CHF: PWK

4/4

SCALE HOR 1"= 21-157
VER 1"= FT. FT.



125370

LIBER 19823 PAGE 390
\$9.00 DEED - COMBINED
\$2.00 REMONUMENTATION
\$1,720.00 TRANSFER TX COMBINED
04/12/1999 03:42:14 P.M. RECEIPT# 18015
PAID RECORDED - OAKLAND COUNTY
CLERK OF DEEDS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: BUNDY CORPORATION

whose address is 12345 E NINE MILE ROAD, WARREN, MICHIGAN 48090-2001

Convey(s) and Warrant(s) to CITY OF WALLED LAKE, A MICHIGAN MUNICIPAL CORPORATION

whose address is 1499 E. WEST MAPLE, WALLED LAKE, MICHIGAN 48390

the following described premises situated in the CITY of WALLED LAKE,
County of OAKLAND, and State of Michigan, to wit:

SEE ATTACHED EXHIBIT A

together with all singular the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining, for
the sum of TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00)subject to EASEMENTS AND RESTRICTIONS OF RECORD. The property described in this Warranty Deed is conveyed in
its "As is" and "Where is" condition.Dated this 10th day of MARCH, 1999

Signed in presence of:

BUNDY CORPORATION

John M. Donohue
Phillip S. Vawter
Phillip S. Vawter

BY: Richard T. Kingston
Richard T. Kingston
Authorized Agent

STATE OF MICHIGAN)
COUNTY OF Oakland) SS.The foregoing instrument was acknowledged before me this 10th day of March, 1999, by Richard T. Kingston
the Authorized of Bundy Corporation on behalf of the Corporation.

agent by Board resolution

Janel Louise Joyce
Notary Public, Oakland County, MI
My Commission Expires Dec. 24, 2001

Janel Louise Joyce
Notary Public, Oakland County, Michigan
My commission expires: Dec 24, 2001

County Treasurer's Certificate	City Treasurer's Certificate	
When Recorded Return To: <u>Maryanne Cornelius</u> Name <u>1499 E. West Maple Road</u> Street Address <u>Walled Lake, MI 48390-9007</u> City, State and Zip	Send Subsequent Tax Bills To: GRANTEE	Drafted By: JOHN M. DONOHUE P25526 Business Address: 30903 NORTHWESTERN HWY. FARMINGTON, MI 48333
Tax Parcel # <u>17-34-176-009</u>	Recording Fee \$12.00	Revenue Stamps \$1,720.00

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description,
and all TAXES on same are paid for five years previous to the
date of this instrument, as appears by the records in the office
except as stated.

C. HUGH DOHANY

4-9-99
C. HUGH DOHANY, County Treasurer
Dec. 133, Act 208, 1993 as amended

EXHIBIT A

SHEET 4 OF 4

LEGAL DESCRIPTION - WETLANDS MITIGATION PARCEL AND PROPOSED ROAD RIGHT-OF-WAY

A part of the Northwest 1/4 of Section 34, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, more particularly described as follows:

Commencing at the Center of said Section 34; thence N 89°11'43" W 890.48 feet (previously described as S 89°42'53" W) along the East-West 1/4 line of said Section 34 to the POINT OF BEGINNING; thence continue N 89°11'43" W 422.55 feet along said section line to a point in the centerline of Ladd Road; thence N 1°03'48" E (previously described as N 00°01'35" W) 484.33 feet along the centerline of Ladd Road; thence S 89°11'43" E 401.38 feet; thence S 1°26'26" E 484.70 feet to the East-West 1/4 line of said Section 34 and the POINT OF BEGINNING. Containing 4.58 Acres of land, more or less, and subject to easements and restrictions of record, if any.

Basis of bearing is from the plat of "O'Flaherty's Lake View Subdivision No. 1", as recorded in Lib. 43 of Plats, Page 35, Oakland County records.

SECTION CORNER WITNESSES

CENTER - SECTION 34 (H-12)

Found concrete monument

N 82° E	13.45	PK nail in South face of 12" Elm
S 20° W	17.20	PK nail in Northwest face of 10" Elm
S 70° W	16.91	PK nail in East face of 8" Elm
N 10° W	13.02	PK nail in West side of 5" Elm

WEST 1/4 CORNER - SECTION 34 (G-12)

Found PK nail with tag # 8386

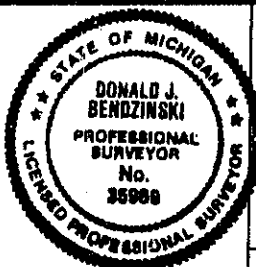
N 5° W	23.72	PK nail in West side utility pole
S 25° W	32.78	PK nail in East side utility pole
S 65° E	82.20	PK nail in North side utility pole
N 70° E	92.56	Top of fire hydrant

REVISED 2-28-97
REVISED 1-09-96

FOR: CITY OF WALLED LAKE

I hereby certify that I have surveyed and mapped the land above platted and or described on SEPT. 28, 1995 and that field ratio of closure on the unadjusted field observations was 1:35860 or better and that all requirements of P.A. 132, 1970, as amended have been complied with.

Donald J. Bendzinski
PROFESSIONAL SURVEYOR No. 35989



SURVEY OF PART OF THE
NW 1/4 OF SEC. 34, T. 2N.,
R. 8E., FOR PROPOSED MAPLE
ROAD RIGHT-OF-WAY

McNAMEE
PORTER
& SEELEY
INC.



Survey Job No. 951763 Field Book No. 527-A

3131 SOUTH STATE STREET ANN ARBOR, MI. 48108

Council Packet June 21, 2022



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: *Marihuana Use, Possession and Cultivation Ordinance Amendment*

Date: June 16, 2022

Attached for first reading, please find a proposed Marihuana Use, Possession and Cultivation ordinance amendment for Council's consideration. The attached ordinance amendment was prepared at the request of the Police Department. The ordinance amendment would adopt violations and penalties for marihuana related offenses in a manner consistent with state law. Some violations are punishable as non-criminal civil infractions depending on quantity/conduct/age of the offender, while other conduct not otherwise authorized or protected by state law is punishable as a misdemeanor. Violations for operating under the influence of marihuana would be prosecuted under applicable Operating While Intoxicated laws. The purpose of the ordinance amendment is to adopted marihuana related violations and penalties as provided by and in accordance with state law, including marihuana related offenses and penalties specific to persons under twenty-one years of age.

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

ORDINANCE NO. 362-22

**AN ORDINANCE TO AMEND CHAPTER 50, “OFFENSES
AND MISCELLANEOUS PROVISIONS” TO ADOPT
VIOLATIONS AND PENALTIES FOR MARIHUANA
RELATED OFFENSES IN ACCORDANCE WITH STATE
LAW**

The City of Walled Lake Ordains:

Section 1 of Ordinance. Purpose.

The purpose of this ordinance is to adopt violations and penalties for the use, possession, delivery and cultivation of Marihuana as provided by, and in a manner consistent with, the Michigan Regulation and Taxation of Marihuana Act, *MCL 333.27951, et. seq* and the Michigan Medical Marihuana Act, *Initiated Law 1 of 2008*, and/or the Medical Marihuana Facilities Licensing Act, *MCL 333.27101, et. seq*.

Section 2 of Ordinance. Amendment.

Chapter 50, “Offenses and Miscellaneous Provisions”, Article VI. “Offenses Against Public Morals”, Division 1. “Generally” is hereby amended by adopting a new section 50-165 “Use, Possession, Delivery and Cultivation of Marihuana” to read as follows:

Sec. 50-165. Use, Possession, Delivery and Cultivation of Marihuana.

- (a) *Purposes.* This section is intended to impose violations and penalties for the use, possession, delivery and cultivation of Marihuana as provided by, and in a manner consistent with, the Michigan Regulation and Taxation of Marihuana Act, *MCL 333.27951, et. seq* and the Michigan Medical Marihuana Act, *Initiated Law 1 of 2008*, and/or the Medical Marihuana Facilities Licensing Act, *MCL 333.27101, et. seq*.
- (b) *Scope.* This section shall not apply to, nor penalize, any use, possession or cultivation of Marihuana otherwise permitted or protected by, the Michigan Regulation and Taxation of Marihuana Act, *MCL 333.27951, et. seq* and/or the Michigan Medical Marihuana Act, *Initiated Law 1 of 2008*, or the Medical Marihuana Facilities Licensing Act, *MCL 333.27101, et. seq*, any provision in this section to the contrary notwithstanding. Offenses for operating, navigating or being in physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat while under the influence of marihuana shall be prosecuted under applicable provisions of state and local law other than this section.
- (c) *Definitions.* For purposes of this section, the definitions of the words and phrases set forth in section 3 of the Michigan Regulation and Taxation of Marihuana Act, *MCL*

333.27953 as amended, shall apply and are hereby adopted and incorporated by reference. The City Clerk shall maintain copies of section 3 of the Michigan Regulation and Taxation of Marihuana Act, *MCL 333.27953 as amended*, which shall be made available to the public upon request at no charge.

“Act” means the Michigan Regulation and Taxation of Marihuana Act, *MCL 333.27951, et. seq.*

“MMFLA” means the Medical Marihuana Facilities Licensing Act, *MCL 333.27101, et. seq*

“MMMA” means the Michigan Medical Marihuana Act, *Initiated Law 1 of 2008*.

“Unauthorized possession, use or cultivation” means possession, use, delivery or cultivation of marihuana not otherwise authorized or protected by the Act, MMFLA and/or the MMMA.

“Under aged person” means a person less than twenty (21) years of age unless that person is a qualifying patient who has been issued and possesses a registry identification card for the medical use of marihuana in accordance with the MMMA.

- (d) *Unauthorized Possession, Use or Cultivation.* Except as expressly provided by this section, a person who commits or engages in the unauthorized possession, use, delivery or cultivation of marihuana is guilty of a misdemeanor punishable by not more than ninety (90) days in jail and/or a five hundred dollar (\$500.00) fine.
- (e) *Offenses Concerning Under Aged Persons.* This subsection applies to marihuana related offenses concerning under aged persons. Except as expressly provided by this sub-section, possession, use, delivery or cultivation of marihuana by an under aged person is punishable as provided in subsection (d). Except an underaged person engaged in either: (i) separation of plant resin by butane extraction or another method that utilizes a substance with a flashpoint below 100 degrees Fahrenheit in any public place, motor vehicle, or within the curtilage of any residential structure, or; (ii) consuming marihuana while operating, navigating, or being in physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat, or smoking marihuana within the passenger area of a vehicle upon a public way; an under aged person who possesses, uses, delivers or cultivates marihuana is responsible for a civil infraction as follows:
 - (1) An under aged person who possesses not more than 2.5 ounces of marihuana or who cultivates not more than 12 marihuana plants:
 - (A) for a first violation, is responsible for a civil infraction and may be punished as follows:
 - (1) if the person is less than 18 years of age, by a fine of not more than \$100 or community service, forfeiture of the marihuana, and completion of 4 hours of drug education or counseling; or
 - (2) if the person is at least 18 years of age, by a fine of not more than \$100 and forfeiture of the marihuana.

(B) for a second violation, is responsible for a civil infraction and may be punished as follows:

(1) if the person is less than 18 years of age, by a fine of not more than \$500 or community service, forfeiture of the marihuana, and completion of 8 hours of drug education or counseling; or

(2) if the person is at least 18 years of age, by a fine of not more than \$500 and forfeiture of the marihuana.

(C) A third or subsequent violation is punishable as provided in sub-section (d).

(f) *Permissible Possession, Use, Delivery and Cultivation Limitations.* Except as provided by the Act, MMFLA and/or the MMMA, general limitations on permissible individual possession, use, delivery and cultivation of marihuana by persons twenty-one years of age or older, as provided by section 5 of the Act, are as follows:

(1) except as permitted by subdivision (2), possessing, using or consuming, internally possessing, purchasing, transporting, or processing not more than 2.5 ounces of marihuana, provided not more than 15 grams of marihuana may be in the form of marihuana concentrate;

(2) within the person's residence, possessing, storing, and processing not more than 10 ounces of marihuana and any marihuana produced by marihuana plants cultivated on the premises and cultivating not more than 12 marihuana plants for personal use, provided that no more than 12 marihuana plants are possessed, cultivated, or processed on the premises at once;

(3) assisting another person who is 21 years of age or older in any of the acts described in this section; and

(4) giving away or otherwise transferring without remuneration not more than 2.5 ounces of marihuana, provided not more than 15 grams of marihuana may be in the form of marihuana concentrate, to a person 21 years of age or older, provided the transfer is not advertised or promoted to the public.

(g) *Double Quantity or Less Violations.* Except as provided by the Act, MMFLA, the MMMA and/or this section, a person who possesses or cultivates not more than twice the permissible amount of marihuana under sub-section (f), delivers without receiving any remuneration to a person who is at least 21 years of age not more than twice the permissible amount of marihuana under sub-section (f), or possesses with intent to deliver not more than twice the permissible amount of marihuana under sub-section (f):

(1) for a first violation, is responsible for a civil infraction and may be punished by a fine of not more than \$500 and forfeiture of the marihuana;

(2) for a second violation, is responsible for a civil infraction and may be punished by a fine of not more than \$1,000 and forfeiture of the marihuana;

(3) for a third or subsequent violation, is guilty of a misdemeanor and may be punished by a fine of not more than \$2,000 and forfeiture of the marihuana.

(h) *Civil Infractions by Persons within Permissible Quantity Limitations.* Except as provided by the Act, MMFLA, the MMMA and/or this section, a person 21 years of age or

older who possesses or cultivates not more than the permissible amount of marihuana under sub-section (f), delivers without receiving any remuneration to a person who is at least 21 years of age not more than the permissible amount of marihuana under sub-section (f), or possesses with intent to deliver not more than the permissible amount of marihuana under sub-section (f) is responsible for a civil infraction punishable by a fine of not more than \$100.00 and forfeiture of the marihuana if the person engages in any of the following conduct:

- (1) consuming marihuana in a public place or smoking marihuana where prohibited by the person who owns, occupies, or manages the property, except for purposes of this subdivision a public place does not include an area designated for consumption within a municipality that has authorized consumption in designated areas that are not accessible to persons under 21 years of age;
- (2) cultivating marihuana plants if the plants are visible from a public place without the use of binoculars, aircraft, or other optical aids or outside of an enclosed area equipped with locks or other functioning security devices that restrict access to the area;
- (3) Possessing more than 2.5 ounces of marihuana within a person's place of residence unless the excess marihuana is stored in a container or area equipped with locks or other functioning security devices that restrict access to the contents of the container or area.

- (i) *Violations Unrelated to General Limitations.* Regardless of compliance/non-compliance with the general limitations set forth in sub-section (f), a person is guilty of a misdemeanor punishable under sub-section (d) upon engaging in any of the following conduct:

(1) Except possession of not more than 2.5 ounces of marihuana or cultivation of not more than 12 marihuana plants by an under-aged person otherwise punishable as a civil infraction under sub-section (e), transferring marihuana or marihuana accessories to a person under the age of 21 unless that person is a qualifying patient who has been issued and possesses a registry identification card for the medical use of marihuana in accordance with the MMA.

(2) Consuming marihuana while operating, navigating, or being in physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat, or smoking marihuana within the passenger area of a vehicle upon a public way

(3) Except possession of not more than 2.5 ounces of marihuana or cultivation of not more than 12 marihuana plants by an under-aged person otherwise punishable as a civil infraction under sub-section (e), possessing marihuana accessories or possessing or consuming marihuana on the grounds of a public or private school where children attend preschool programs, kindergarten programs, or grades 1 through 12, or in a school bus.

(4) Separation of plant resin by butane extraction or another method that utilizes a substance with a flashpoint below 100 degrees Fahrenheit in any public place, motor vehicle, or within the curtilage of any residential structure.

- (j) The provisions of this section restricting possession, delivery, use or cultivation of marihuana or any derivative, compound, preparation, or mixture shall not apply to common carriers or

warehousemen or their employees engaged in the lawful cultivation, processing, sale, transportation or storage of marihuana, or to public officers or employees while engaged in the performance of their official duties nor to temporary incidental possession on the part of employees or agents of persons lawfully entitled to possession.

- (k) A patient and a patient's primary caregiver may assert the medical purpose for using marihuana as a defense to any prosecution involving marihuana under this section and such defense shall be presumed valid where the evidence meets the requirements of MCL 333.26428(a)(1), (2), and (3), as amended.

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 in the manner prescribed by the Charter of the City of Walled Lake.

AYES:

NAYS:

ABSENTS:

ABSTENTIONS:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

JENNIFER A. STUART, City Clerk
CITY OF WALLED LAKE

LINDA S. ACKLEY, Mayor
CITY OF WALLED LAKE

Introduced:
Adopted:
Effective:

CERTIFICATION

I, the undersigned, the qualified and acting City Clerk of the City of Walled Lake, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Walled Lake at a meeting held on the ____ day of _____, 2022, the original of which is on file in my office.

JENNIFER STUART, City Clerk
City of Walled Lake

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

ORDINANCE NO. C-361-22

AN ORDINANCE TO AMEND CHAPTER 51, “ZONING”, OF
TITLE V, “ZONING AND PLANNING”, THE CITY OF
WALLED LAKE ZONING ORDINANCE, TO AMEND
ARTICLE 2.00, SECTION 2.02 “DEFINITIONS” AS
PROVIDED BY THIS ORDINANCE

The City of Walled Lake Ordains:

Section 1. Purpose

The purpose of this Zoning Ordinance Amendment is to further clarify existing defined terms in the City’s Zoning Ordinance.

Section 2. Amendment to Article 2.00, Section 51-2.02

The City of Walled Lake Zoning Ordinance is hereby amended at Article 2.00, Section 51-2.02 “Definitions” by amending the definitions of the following defined terms as follows:

Building means any structure or portion thereof including a mobile home or mobile structure, or a pre-manufactured or pre-cut structure above or below ground, temporary or permanent, having one or more floors or any structure, temporary or permanent, with a roof and designed or intended primarily for the shelter, support, or enclosure of persons, animals ~~and~~ or property of any kind. Regardless of attachment to the ground, a building shall include, tents, awnings, vehicles, containers, trailers, or other enclosures used for the purposes of a building.

Lot, double frontage, means any interior lot having frontages on two more or less parallel streets, as distinguished from a corner lot, or any lot with frontages on two sides of the same street. In the case of a row of double frontage lots, all sides of said lots adjacent to streets shall be considered frontage, and front yards shall be provided as required.

Front lot line means in the case of as interior lot, that line separating the lot from the street. In the case of a through lot, the line separating the lot from that street which is designated in an application for a building permit, or in any manner as the front street. In the case of a corner lot, the lines, separating the lot both from that street which is designated as the front street in an application for a building permit and from the side street are front lot lines. In the case of a lot which extends between a street and a canal or lake, ~~the~~ any street line separating the lot from the street shall

be designated as ~~the~~ a front lot line, and the line separating the lot from the water shall be designated as the “water line”.

Rear lot line means that lot line, other than a water line, opposite the front lot line. In the case of a lot pointed at the rear, the rear lot line shall be an imaginary line parallel to the front lot line, not less than ten feet long lying farthest from the front lot line and extending the full width of the lot. In the case of a waterfront lot bounded entirely and contiguously between a lake and a street, there shall be no rear lot line. In the case of a waterfront lot not entirely and contiguously bounded between a lake and a street, the rear lot line means that lot line, other than a water line, opposite the front lot line located on the opposite side of the street from the water line.

Front yard means an open space extending the full width of the lot, the minimum depth of which is the ~~minimum~~ horizontal distance between the front lot line and the front setback line and extending to the front exterior of a principal permitted building. Except as expressly provided by this Chapter, the lot area between a front lot line and required front setback line shall be unbuildable above grade.

Front yard, double, means an open space on: 1) corner lots (as defined in this chapter) extending the full width of the lot on both sides facing the intersecting streets, or; 2) a double frontage lot with frontage on two sides of the same street. Unless specifically noted otherwise in this chapter, both open spaces facing each side of a street shall be considered front yards for the purposes of determining required setbacks.

Side yard means an open space extending from the front yard to the rear yard, the minimum width of which is the horizontal distance from the nearest point of the side lot line to the required side setback line and extending to the side exterior of a principal permitted building. Except as expressly provided by this Chapter, the lot area between a side lot line and required side setback line shall be unbuildable above grade.

Rear (back) yard means an open space extending the full width of the lot, the minimum depth of which is the ~~minimum~~ horizontal distance between the rear lot line or established zoning district line and the required rear setback line and extending to the nearest line of the rear exterior of the principal building. On corner lots there shall be only one rear yard, which shall be opposite from the front street as designated on the plat, site plan review application, or request for building permit. In the case of a waterfront lot bounded entirely and contiguously between a lake and a street, there shall be no rear yard. Except as expressly provided by this Chapter, the lot area between a rear lot line and required rear setback line shall be unbuildable above grade.

Waterfront yard means an open space extending the full width of the lot, the minimum depth of which is the ~~minimum~~ horizontal distance between the water

line and the required waterfront setback line, ~~unoccupied from the ground up except as hereinafter specified~~ and extending to the lake side exterior of a principal permitted building located on the same side of the street as the water line. Except as expressly provided by this Chapter, the lot area between the water line and required waterfront setback line shall be unbuildable above grade. In the event of a conflict between a required waterfront yard and any other required yard, the waterfront yard shall be controlling.

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 Michigan Zoning Enabling Act, as amended, *MCL 125.3101, et seq* and in the manner prescribed by the Zoning Ordinance and Charter of the City of Walled Lake. This ordinance is hereby declared to have been adopted by the Walled Lake City Council on _____, 2022 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)

LINDA ACKLEY, Mayor
CITY OF WALLED LAKE

JENNIFER STUART, City Clerk
CITY OF WALLED LAKE

Introduced: April 19, 2022
Adopted: _____
Effective: _____

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) ON BEHALF OF THE WALLED LAKE POLICE OFFICERS ASSOCIATION BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2026 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

Proposed RESOLUTION 2022-23

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 21st day of June 2022, at 7:30 p.m.

WHEREAS, the City Manager representing the Governing Body of the City of Walled Lake, County of Oakland, State of Michigan, has negotiated with the Police Officers Association of Michigan (POAM) on behalf of the Walled Lake Police Officers Association, hereinafter referred to as the UNION, and

WHEREAS, the CITY's bargaining team, acting under the authority of the City Manager, as Chief Negotiator, has negotiated a tentative agreement with the UNION, for the terms of an agreement for the years beginning July 1, 2022 and ending June 30, 2026, and

WHEREAS, bargaining between the CITY and the UNION, has resulted in a new four (4) year tentative Collective Bargaining Agreement, and

WHEREAS, a tentative agreement was reached between the representatives of the UNION and the City of Walled Lake; and

WHEREAS, the terms of the tentative agreement have been ratified by the membership of the UNION as of June 8, 2022; and

WHEREAS, the CITY'S bargaining team recommends adoption of the provisions of the agreement, and

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

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

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

Section 2. The City Manager is hereby authorized and directed to execute on behalf of the CITY, a new Collective Bargaining Agreement covering the period beginning July 1, 2022 through June 30, 2026 with the UNION.

Section 3. A copy of the signed and executed Collective Bargaining Agreement will be available from the Office of the City Clerk.

Section 4. A copy of the printed version of the Collective Bargaining Agreement shall be attached to this resolution. (Exhibit A)

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

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

Jennifer A. Stuart
City Clerk

Linda S. Ackley
Mayor



CITY OF WALLED LAKE

WALLED LAKE POLICE OFFICERS ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT



JULY 1, 2022 – JUNE 30, 2026

Ratified Agreement June 8, 2022

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	4
ARTICLE 2	NO DISCRIMINATION	5
ARTICLE 3	MANAGEMENT RESPONSIBILITY	5
ARTICLE 4	SENIORITY & HOURS OF WORK	5
ARTICLE 5	PROBATIONARY EMPLOYMENT	7
ARTICLE 6	DUES CHECK-OFF	8
ARTICLE 7	BASIS OF REPRESENTATION	10
ARTICLE 8	DUTY-CONNECTED DISABILITY	12
ARTICLE 9	FUNERAL LEAVE	13
ARTICLE 10	PAID TIME OFF	13
ARTICLE 11	HOLIDAYS	15
ARTICLE 12	SICK AND PERSONAL LEAVE	16
ARTICLE 13	LONGEVITY	16
ARTICLE 14	UNIFORMS	16
ARTICLE 15	RETIREMENT	17
ARTICLE 16	INSURANCE & OTHER BENEFITS	18
ARTICLE 17	DISCIPLINARY PROCEDURE	21
ARTICLE 18	GRIEVANCE PROCEDURE	23
ARTICLE 19	WAGES	25
ARTICLE 20	OVERTIME	26
ARTICLE 21	GENERAL CONDITIONS	27
ARTICLE 22	LAYOFF, RECALL & TRANSFER	30
ARTICLE 23	LEAVES OF ABSENCE	30
ARTICLE 24	SCOPE OF AGREEMENT	32
ARTICLE 25	NO STRIKE, NO LOCKOUT	32
ARTICLE 26	MAINTENANCE OF CONDITIONS	33
ARTICLE 27	EMPLOYERS DEPARTMENT RULES	33
ARTICLE 28	DURATION & TERMINATION	33

APPENDIX A	MEDICAL PLAN SUMMARY OF BENEFITS	36
APPENDIX B	DENTAL PLAN SUMMARY OF BENEFITS	51
APPENDIX C	VISION PLAN SUMMARY OF BENEFITS	53

Ratified Agreement

This Agreement is made and entered into on the **xxxx** and shall be in effect for four (4) years commencing July 1, 2022 to and including June 30, 2026 by and between the City of Walled Lake, hereinafter referred to collectively as the "Employer," and the Police Officers Association of Michigan on behalf of the Walled Lake Police Association referred to as the "Union." It is the desire of both parties for this Agreement to continue to work harmoniously and to promote and maintain high standards between the Employer and Union which will best serve the citizens of the City of Walled Lake.

ARTICLE 1 **RECOGNITION**

Section 1.1 The Employer recognizes the Union as the exclusive representative of the full-time Patrol Officers of the City of Walled Lake Police Department for the purpose of collective bargaining with respect to rates of pay, salaries, hours of employment in the following bargaining unit for which it has been certified and in which the Union is recognized as collective bargaining representative, subject to and in accordance with, the provisions of Act 336 of the Public Acts of 1947, as amended.

This agreement shall include all full-time Patrol Officers of the Walled Lake Police Department in their various assignments including but not limited to detective and task force officer, excluding all casual and temporary employees, the Department Head, Deputy Department Head, Captains, Lieutenants, Sergeants, Part-Time Police Officers, Administrative Assistant, Reserve Officers, Records Coordinator, Record Clerks and all other employees.

It shall be considered a violation of this Agreement for employees or groups of employees or anyone acting in their behalf to approach any of the seven (7) member City Council, except as set forth in this Agreement, concerning any matter which is a subject of the collective bargaining agreement between the Employer and the Union, or which is a grievance under the grievance and arbitration procedure.

ARTICLE 2

NO-DISCRIMINATION

Section 2.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or disability. The Union shall share equally with the Employer, the responsibility for applying this provision of this Agreement.

Any matter in which a civil remedy is pursued by a grievant, at law or in equity, in any state or federal court, or administrative agency, involving issues claimed or raised in a grievance shall not be subject to arbitration unless a court of competent jurisdiction rules that the grievant must first exhaust his/her administrative remedies.

ARTICLE 3

MANAGEMENT RESPONSIBILITY

Section 3.1 The rights to hire, promote, discharge, or discipline, and to maintain discipline and efficiency of employees are the sole responsibility of the Employer, except that the Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departments' operations are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement. All rights and responsibilities of the Employer are subject to the rights provided to the Union which emanate from the language of this agreement.

ARTICLE 4

SENIORITY & HOURS OF WORK

Section 4.1 New Employees. New full-time employees may acquire seniority by working eighteen (18) continuous months in which event the employee's seniority will begin with the date of most recent hire into the Department. (See probationary extension Article 5, Section 3.) When the employee acquires seniority, his/her name shall be placed on the seniority list in the order of his/her seniority date. An up-to-date seniority list shall be furnished to the Union upon

request. Notwithstanding past practice, seniority shall be defined as years of continuous full-time service with the Employer.

Notwithstanding past practice, an employee shall be terminated and lose his/her seniority for the following reasons:

- A. If the employee resigns or retires.
- B. If the employee is discharged and not reinstated.
- C. Is absent without a reasonable excuse acceptable to the Employer for three (3) consecutive working days; or without notice to the Employer of such excuse within three (3) days; or a reasonable excuse for failing to so notify the Employer within the three (3) days.
- D. If the employee does not return to work at the end of an approved leave.
- E. If the employee does not return to work when recalled from a layoff.
- F. For any approved leave of absence except for the first thirty (30) days thereof.
- G. Is laid off for a period of more than six (6) months.
- H. If the employee falsifies any document during the course of the pre-employment process or during employment.

Section 4.2 Shift Scheduling. Notwithstanding past practice Police Officers shall be scheduled to work in each twenty-eight (28) day cycle, ten (10) days of twelve (12) hours, and four (4) days of ten (10) hours. Any hours between 7:00 a.m. and 7:00 p.m. shall be considered as “day shift,” and any hours between 7:00 p.m. and 7:00 a.m. shall be considered as “night shift.” Absent an emergency, Police Officers shall not be required to work more than sixteen (16) continuous hours, exclusive of court time.

With the approval of the Department Head, Police Officers may exchange workdays with other Police Officers, provided such an exchange does not result in overtime.

The decision to cover all or any portion of the workday of an absent Police Officer by calling in a Police Officer shall be made by the Department Head or his/her designee; the parties recognizing that no minimum manning provision is included in this agreement.

Police Officers shall select their schedule in writing by bargaining unit seniority. This shift selection process will be repeated if a Police Officer leaves employment of the Employer. The Employer may schedule a Police Officer for training either during a scheduled day of work, or during a regular off day. Training may be for any number of hours on any day on which it is scheduled.

Absent an emergency, scheduled or approved leave days will not be changed by the Employer except as noted in Article 10. The Employer may schedule an employee to work other than normal shift hours with thirty (30) day notice.

The employee assigned to the detective bureau shall work either ten (10) hour shifts or eight (8) hours shifts as assigned by the Department Head. The employee assigned to the detective bureau, or a task force shall work Monday thru Friday.

Section 4.3 Employment outside the Department. In the event that an employee leaves the bargaining unit to assume another position with the City, his/her seniority shall be frozen as of the date of his/her departure from the bargaining unit. Such an employee would continue to accrue seniority only upon his/her return to the bargaining unit from other employment with the Employer but will not receive seniority for the time he was employed outside of the bargaining unit.

ARTICLE 5

PROBATIONARY EMPLOYMENT

Section 5.1 Length of Probationary Period. All bargaining unit members shall serve an eighteen (18) month probationary period. No later than fifteen (15) days prior to eighteen (18) months, they will be evaluated by the Department Head on a form prepared by the City. An employee, who is evaluated, shall be provided with a copy of said evaluation. The employee shall have the right, to the extent established through State Law, to review his/her personnel file at any reasonable time during normal City Hall business hours.

Section 5.2 Extensions. The Department Head shall extend the probationary period for an additional six (6) months if, in his/her judgment, he/she is not able to adequately evaluate the employee.

Section 5.3 Right to Seniority. Employees who have not completed their probationary period of service with the Department shall have no seniority right during such probationary period but shall be subject to all other clauses of this Agreement, unless specifically excluded. All employees who have worked eighteen (18) months with the Department shall become permanent employees. Upon the satisfactory completion of the probationary period and effective date of this contract, the probationary period shall be considered part of the employee's seniority provided, however, the Employer shall have the right to terminate without compliance with the terms of the Agreement, the employment of any such new employee within eighteen (18) months from the commencement or extension of the probationary period. New employee's seniority will date back to the date of most recent hire into the department.

Section 5.4 Holiday Compensation. Probationary employees shall not be entitled to paid holidays until they have completed 180 days of employment.

ARTICLE 6

DUES CHECK-OFF

Section 6.1 Payroll Deduction. The Employer agrees to deduct the Union membership initiation fees and dues, once each month, from the pay of those employees who individually authorize in writing that such deductions shall be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the union, within fourteen (14) days after the deductions have been made.

Section 6.2 Elimination of Payroll Deduction. An employee shall cease to be subject to Check-Off deductions beginning with the month in which he/she is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke the authorization for Check-Off deduction upon written notice to the Employer and the Union fifteen (15) days prior to the expiration of the Agreement.

Any employee of the Employer who is covered by this Agreement who is not a member of the Union and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service fee as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Union membership dues.

In the event an employee refuses to meet his/her obligation to pay either Union dues or a service fee as set forth above, the Union shall notify the employee, in writing with a copy to the Employer, of its intent to seek the suspension of the employee. Such notice must be provided at least fourteen (14) days prior to the suspension.

Upon written notice from the Union to the Employer that an employee has failed, neglected or refused to tender dues or service charges to the Union, the City shall immediately suspend the employee without pay for a period not to exceed fifteen (15) days. If the employee has not made all required payments to the Union within the fifteen (15) day period of suspension, the Employer shall immediately thereafter terminate employment. The employee shall have no right to the grievance procedure under this provision.

Section 6.3 Employer Hold Harmless Clause. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article. All claims made against the City for errors committed by the City must be submitted to the City Manager within fifteen (15) working days or the error will stand.

ARTICLE 7

BASIS OF REPRESENTATION

Section 7.1 Union Board. There shall be an executive board, comprised of a President, Vice-President, Secretary, Treasurer and Sergeant at Arms. The Vice-President may act as President only in the absence of the President. The President and his/her alternate may act only within their own classification.

Section 7.2 Time-Off Work. The President will be permitted to leave work after obtaining approval of the City Manager or Department Head. The association President shall record their time for the purpose of adjusting grievances under Article 18 and for reporting to the grievant a change in status of his/her grievance. Permission for the association President to leave the workstation will not be unreasonably withheld. The association President will report time used for bargaining agreement activities to the Department Head upon returning from a grievance discussion.

The privilege of the association President to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

For purposes of allowing the association President to attend meetings of the Union Executive Board (no more than once each month), the association President may request to be allowed to trade shifts with another employee; provided that: the association President must submit a written request at least two (2) weeks in advance, the association President will still be responsible for his/her scheduled shift and they will be responsible for trading the shift with the other employees and notifying the Employer of the name of the employee at the time the written request is filed. It is understood that under no circumstances will the Employer incur any overtime pay liability to any employee by reason of shift trade.

Section 7.3 Union Membership. Bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with a copy to the Union.

The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI., 48239-1949. In the event a refund is due, an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

ARTICLE 8

DUTY-CONNECTED DISABILITY

Section 8.1 Notwithstanding past practice, a duty disability leave shall mean a leave as a result of the employee incurring a compensable duty related illness or on-the-job injury during employment.

In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his/her immediate supervisor.

Permanent or probationary employees who are unable to work as a result of an injury or illness sustained in the course of employment shall receive duty disability pay as follows:

The Employer shall, for a period not to exceed one (1) year from the date of injury, supplement, without charge to sick leave or vacation, the difference between Worker's Compensation benefits and the regular rate of pay, excluding any overtime pay. The purpose of this section is that the employee's net take home amount remains the same through the period of duty related disability. Additionally, the Employer will continue to pay the employee's health, dental, and vision insurance for this period.

If an employee is disabled longer than one (1) year, he/she shall be entitled to receive whatever weekly benefits are available under Michigan Workers Compensation Law, Social Security and/or the MERS retirement plan, but not to exceed one hundred (100%) percent of his/her regular pay at the time of disability.

If an employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the employee will be permanently unable to work, such employee will be, at the discretion of the Employer, and if the employee is eligible under the 'Employers retirement plan, be retired under the Employer retirement plan.

ARTICLE 9 **FUNERAL LEAVE**

Section 9.1 Notwithstanding past practice, in case of a death occurring in the employee's immediate family requiring his/her absence and during a duty period, the employee shall be granted an automatic leave of twenty-four (24) hours with pay. With the approval of the Department Head, the employee may be granted such a leave for up to forty-eight (48) hours with pay. Immediate family is defined as the employee's spouse, child, stepchildren, sibling, parent, stepparent, grandparent, any relative of the employee living in the same household and his/her parent-in-law's.

Employees may request an unpaid leave of absence for a death in the immediate family. The granting of any such leave and the amount thereof shall be approved by the Department Head.

ARTICLE 10 **PAID TIME OFF**

Section 10.1 Earned Paid Time Off (PTO). Each regular employee who has been in continuous service with the Employer shall receive PTO which shall be used for vacation, sick and/or personal time. Eligibility for PTO shall be based upon the employee's anniversary date in accordance with the following schedule. Notwithstanding past practice, PTO is acknowledged to be earned and given at the beginning of each July 1 and is based on the seniority attained in the previous fiscal year, and no portion of said PTO is accrued in one year to be payable in the next. Employees with less than one year of service on July 1 shall receive seven (7) hours of PTO for each full month of service from their hire date.

Years of Service

Paid Time Off

1 Year but less than 5 Years	76 Hours
5 Years but Less than 10 Years	116 Hours
10 Years but Less than 15 Years	156 Hours
15 Years but Less than 20 Years	180 Hours
20 Years & Over	232 Hours

Any employee assigned by the Department Head to a task force shall receive an additional twenty-eight (28) hours of PTO annually. These hours will be paid monthly over the twelve months of the Employers budget year.

Section 10.2 Use of PTO. Except as provided below, PTO must be taken during the year given and no more than 40 hours may be carried over to the following year with the approval of the City Manager. PTO will be granted at such times during the year when suitable considering both the wishes of the employee and the efficient operation of the Employer. PTO may be split providing such scheduling does not interfere with the operations of the employee's department. Employees required to take compulsory military training shall be allowed to take their PTO at the time such training must be taken. In the event that the employee is prevented by the Employer from taking any or all PTO which he/she has requested said PTO will be carried over to the following year or the employee may request payment for the said unused PTO at straight time. Employees may gift another employee PTO time with approval from the City Manager.

Section 10.3 Scheduling. Written PTO requests will be submitted to the Department Head or his/her designee by February 1st for the following March through February time period. To better accommodate all employees a first and second choice PTO period should be submitted. Shift/Platoon selection shall be submitted by January 1st for March 1st through February each year.

The Department Head may cancel any employee's scheduled PTO and request the employee to submit for a new PTO time period.

If more requests for a PTO on a particular date are received than can be granted, preference for PTO will be allocated on the basis of seniority for those who turn in application request during the required month. Those who apply after the required deadline will have PTO scheduled when submitted based on shift availability.

In the event any employee fails to submit a request for PTO the Department may schedule the employee's PTO.

ARTICLE 11

HOLIDAYS

Section 11.1 List of Holidays. Notwithstanding past practice, the following days shall be considered recognized and observed paid holidays:

- | | |
|----------------------------|------------------------------|
| 1. New Year's Day | 7. Thanksgiving Day |
| 2. Memorial Day | 8. Day after Thanksgiving |
| 3. 4 th of July | 9. December 24 th |
| 4. Labor Day | 10. Christmas Day |
| 5. Veteran's Day | 11. December 31 |
| 6. Good Friday | |

Section 11.2 Eligibility and Payment. Employees shall only receive holiday pay for holidays worked. Employees shall be paid at a rate of double time and a half (2 ½) of the hourly rate as defined in Section 20.1 for all holidays worked. Holiday hours will include any hours that are within the time frame of 12:00 am and 11:59 pm on the dates listed above. Holidays shall be offered first to the employee who is regularly scheduled to work that day and then to members by bargaining unit seniority. Employees assigned to detective or task force duties, choosing to work a holiday, shall have to work a patrol shift if the holiday falls on a day outside of their normal schedule (see Section 4.2).

The union president or his/her designee shall be responsible for maintaining the seniority list within the bargaining unit for eligible members. Members not working shall be offered the holiday on a rotating basis by bargaining unit seniority, and a refusal or acceptance to work will cause the member to go to the bottom of the rotation. The list shall continuously rotate and if all members refuse, then part-time officers shall work the holiday. The union president or his/her designee shall submit the holiday list to the department head sixty (60) days prior to the holiday. If the list is incomplete, or not submitted to the department head, the shifts shall be filled at his/her discretion.

If an employee calls in sick or refuses to work the holiday, within 48 hours of the beginning of the shift, the department head shall fill the holiday as needed for the efficient operation of the department.

The holiday benefit shall not be used to add, cube and/or pyramid overtime charges to the Employer.

ARTICLE 12

SICK AND PERSONAL LEAVE

Section 12.1 Sick Leave. Notwithstanding past practice, after July 1, 2013, no further sick time will be accrued by any employee subject to this bargaining agreement.

Section 12.2 Personal Leave. Notwithstanding past practice effective July 1, 2013, employees will not receive personal time.

ARTICLE 13

LONGEVITY

Section 13.1 Notwithstanding past practice, , after five (5) years of service longevity shall be paid at \$4,250 on the employee's anniversary date.

ARTICLE 14

UNIFORMS

Section 14.1 Uniform Requirement. Employees are required to wear a uniform and body armor. As needed, at the Department Head's discretion, uniforms will be provided by the Employer. Members are expected to provide reasonable care and maintenance of the supplied uniforms. The employee shall reimburse the Employer for the employee's negligent loss or damage to the uniform. This section shall also apply to the employee assigned to Detective duties (i.e. dress shirts, ties, etc.).

Section 14.2 Body Armor. The Employer will provide body armor. Body Armor may be replaced every five (5) years from date of issuance upon the request of the Officer.

Section 14.3 Employer Directed Changes. Notwithstanding past practice, the cost of any changes in the uniform, which changes are directed by the Employer, and which require immediate replacement of the uniform, will be at the expense of the Employer.

ARTICLE 15 **RETIREMENT**

Section 15.1 Pension. Notwithstanding past practice, bargaining unit members under this contract shall receive the Municipal Employees Retirement System (MERS) pension with the following benefits:

- A. Effective October 1, 2013 the benefit multiplier will bridge down from 2.5% to 1.9%. Final average compensation (FAC) will be calculated using the frozen FAC-3 method. Other pension options include FAC-3, D-2 with an unreduced retirement allowance at age 55 with 25 years of service to the Employer.
- B. MERS wages shall be comprised of the base wage as used to compute the employee's hourly rate and all contributions from the Employer and deductions from the employee will be based on the base wage.
- C. Effective October 1, 2013 employees shall contribute eight percent (8.00%) of their MERS wages.
- D. Employees hired after June 30, 2016 will be enrolled in a MERS pension division with a 1.5% multiplier, 5% employee contribution, 3 year FAC on the base wage, unreduced early retirement of 55/25.

Section 15.2 Equipment. Upon retirement, the Employer shall present an employee in good standing with his/her duty weapon, badge, and retired police officer's identification.

Section 15.3 Deferred Compensation. The Employer will offer a deferred compensation program as provided in Section 457 of the Internal Revenue Code to be financed by voluntary salary reduction contributions by the employees electing to participate.

Section 15.4 Retirement Healthcare. The Employer will make monthly contributions of \$52.00 for individuals and \$104.00 for employees with two person or family medical coverage into an agreed upon Healthcare Savings Program; provided such program is individually owned and managed, all account expenses are the responsibility of the employee, funds are accessible after termination of employment with the Employer, funds will grow tax free, subject to the IRS limitations on qualified medical expenses. All deposits will be immediately vested.

The bargaining unit may amend this contract not more than annually to include an employee contribution to the Healthcare Savings Program provided that said contribution will be mandatory for all members of the unit. The Employer will withhold the employee's contribution once a month and deposit the same into each employee's Healthcare Savings Program account.

ARTICLE 16

INSURANCE AND OTHER BENEFITS

Section 16.1 Healthcare. Notwithstanding past practice, the Employer will provide health, prescription, dental, and vision insurance for each employee covered under this bargaining agreement as an insurance benefits package. The current health insurance plan, dental plan, vision plan is identified in appendix A, B, and C, respectively.

Notwithstanding past practice the Employer may change the insurance carrier(s), plan(s) or policies at its discretion upon prior notification to the Union, provided that there is no lapse in coverage and that equivalent benefit levels are maintained.

Notwithstanding past practice the Employer will recognize as dependents such definition as noted by the Affordable Care Act and will treat all dependents the same for purposes of expense sharing between the employee and the Employer.

Section 16.2 Life Insurance. Each full-time employee who qualifies shall receive the life insurance benefits to which he/she is entitled under the 'Employers present insurance program being 1.25 times the employee's salary plus \$5,000 to a maximum of \$100,000.

Section 16.3 Unemployment Insurance. The Employer will provide unemployment insurance for members of this bargaining unit in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

Section 16.4 False Arrest Insurance. The Employer shall provide to each employee covered by this agreement, a policy of false arrest insurance. The premiums of such insurance will be paid by the Employer.

Section 16.5 Off-Duty Sickness and Accident Insurance. Notwithstanding past practice, effective July 1, 2013, the Employer will provide increased coverage for all members' loss of income due to sickness and accident based upon the following:

Short-term Disability

Sixty (60%) percent of weekly earnings to a maximum of one thousand (\$1000) per week, less any amounts received or to which the employee is entitled under the mandatory provision of any "no-fault" motor vehicle plan and/or state compulsory benefit act or law. Benefits begin on the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability

Sixty (60%) percent of basic monthly earnings not to exceed five thousand (\$5,000) dollars per month, less any other income benefits. Benefits begin after 13 weeks and would continue until the individual becomes eligible for social security benefits. The Employer shall continue to pay an employee's medical benefits for a maximum of twelve (12) months.

Exclusions

This section does not apply to compensable sickness or accident as provided for under Article 8 of this Agreement.

Leave Banks

Employee use of leave banks to supplement the disability income will be subject to the terms of the disability policy.

Section 16.6 Limitations of Insurance Coverage. Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions, including any waiting period or other time limits contained in the contract between the Employer and the carrier. Any rebates or refunds on premiums paid by the Employer shall accrue to the Employer. The Employer will continue to have the right to select the carrier, to change carriers, or to become self-insured, provided that there shall be no reduction in benefits. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the Grievance Procedure.

Section 16.7 Opting Out of Healthcare. Employees who voluntarily opt out of the Employers Health and/or Dental Insurance coverage's will be eligible for a stipend payable in the second pay period of the month. The stipend shall be computed based upon the following table:

RATE PLAN	Opting Out of Both Dental and Health Insurance	Opting Out of Health Insurance Only	Opting Out of Dental Insurance Only
Single	\$300.00/ Month	\$275.00 / Month	\$25.00 / Month
Two-Person	\$550.00 / Month	\$505.00 / Month	\$45.00 / Month
Family	\$600.00 / Month	\$545.00 / Month	\$55.00 / Month

To be eligible for the stipend, the employee must provide proof of health insurance from another source and sign an insurance waiver provided by the Employer. The employee may resume coverage under the 'Employers insurance subject to the approval of the insurance carrier.

Section 16.8 Flu and Tetanus Shots. The Employer agrees to annually pay for flu and tetanus shots, or any costs not covered by health insurance including deductibles during the month(s) available for all employees who desire such shots.

Section 16.9 Tuition Reimbursement & Education Bonuses. Notwithstanding past practice there shall be no reimbursement for tuition payments and there shall be no payment of an education bonus for holding a degree.

ARTICLE 17

DISCIPLINARY PROCEDURE

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 17.1 Cause. No member of this bargaining unit shall be disciplined or discharged except for just cause. Discharge and/or discipline shall be the responsibility of the Department Head or his/her designee.

Section 17.2 Past Infractions. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously, unless such prior infractions would have justified suspension of the employee at the time or unless the discipline imposed at the time involved a period of probation extending more than a period of two (2) years.

Section 17.3 Employee Rights. The discharged or disciplined employee will be allowed to discuss the discharge or suspension with the association President within five (5) working days after the effective date of such action taken and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Department Head will discuss the discharge or discipline with the employee and the association President.

Upon written request, the Employer shall provide the Union, at a date agreed to by both parties, copies of all documents, statements, audio tapes, video tapes, etc. upon which the Employer relied

to make any decision to discipline or discharge an employee. The Union shall be responsible for all direct costs associated with the request.

Section 17.4 Appeal Process. Notwithstanding past practice should the discharged or disciplined employee or the Union consider the discharge or discipline to be improper, a complaint shall be presented in writing, through the association President, to the Department Head within ten (10) regularly scheduled working days after receipt of discharge or discipline. The Department Head will review the discharge or discipline and answer the complaint in writing within ten (10) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the question of discharge or discipline may be appealed within ten (10) regularly scheduled working days thereafter, to the City Manager, who shall, within ten (10) regularly scheduled working days thereafter, grant a hearing to the Union, review the complaint and answer thereto, hear such other testimony, or examine other evidence which is relevant to the discharge or discipline, and within thirty (30) working days after the hearing, shall uphold, reverse, or modify the discharge or discipline in writing. This step is not optional and if the union fails to acknowledge this step in the process it shall void the grievance.

Both the Union and Employer agree that the use of a mediator prior to arbitration would be beneficial.

Section 17.5 Arbitration. Notwithstanding past practice, if the Union disagrees with the decision of the City Manager on the question of the discharge or discipline, within thirty (30) days thereafter, the Union may demand arbitration in accordance with Article 18 of this Agreement. In reviewing the discharge or discipline, the Arbitrator shall apply the principles set forth in Article 18 and may make findings of fact and may issue a proposed order reversing or modifying the discharge or discipline only if the facts show that the discharge or discipline was not imposed in accordance with such principles.

Section 17.6 Extension of Deadlines. The time limits set forth in this Article may be extended by mutual agreement, in writing, by the Employer and the Union.

ARTICLE 18

GRIEVANCE PROCEDURE

Every reasonable effort shall be made by the parties involved to arrive at a fair and equitable settlement of every grievance without resorting to the Grievance Procedure. If that is found to be impossible, the matter may be submitted to the Grievance Procedure in accordance with the terms of this Agreement.

Section 18.1 Savings Clause. Nothing in this Article shall prevent any individual employee of the Union from exercising the rights granted in Act 336 of the Public Acts of 1947, as amended.

Section 18.2 Definition. For the purpose of this Agreement, a grievance is defined as an alleged violation of this Agreement. Grievances involving the discharge or discipline of an employee shall be processed under Article 17 of this Agreement.

Section 18.3 Procedure. The Employer and the Union support and subscribe to an orderly method of adjusting grievances. To this end, the Employer and the Union agree that an employee should first bring the problem to the attention of his/her immediate supervisor, with or without his/her Union President, who shall attempt to resolve the grievance informally.

Notwithstanding past practice, the following procedure shall be followed to present a grievance to the Employer.

- A. The employee or the Union shall present the grievance in writing to the Department Head or his/her delegate within fifteen (15) regularly scheduled working days of the event, or knowledge of the event, which gave rise to the grievance.
- B. A grievance shall be answered in writing by the appropriate Department Head or his/her delegate within fifteen (15) regularly scheduled working days after the grievance is presented to the Department Head.

- C. If no further action is taken within fifteen (15) days after service of the written answer upon the employee or Union President, the answer will be considered accepted, and no further action may be taken upon the grievance.
- D. If the decision is not satisfactory to the Union, a hearing before the City Manager may be requested within fifteen (15) regularly scheduled working days thereafter, by written notice to the City Manager, who shall, within fifteen (15) regularly scheduled working days thereafter, grant a hearing to the employee, review the grievance and answer thereto, hear such other testimony or examine other evidence which is relevant, and with thirty (30) regularly scheduled working days after the hearing, shall uphold, reverse, or modify the 'Employers answer to the grievance in writing. This step is not optional and if the union fails to acknowledge this step in the process it shall void the grievance.

Section 18.4 Withdrawal. A grievance may be withdrawn by the employee or the Union President, but if withdrawn, it shall not be reinstated. The notice of grievance withdrawal shall be submitted to the Department Head in writing.

Section 18.5 Adherence to Time Limits. Any grievance not submitted in writing within the time periods provided for shall be considered waived or, if not re-submitted after one of the answers provided for, shall be considered resolved by the answer.

Section 18.6 Back Wages. No claim for back wages involved in any grievance shall exceed the amount of wages the employee would have otherwise earned.

Section 18.7 Arbitration. If the matter cannot be resolved by the parties as set forth in Section 3 above the matter may be submitted to arbitration within thirty (30) days thereafter. This time limit may be extended by mutual agreement. The arbitration shall be conducted in accordance with the rules, regulations, and procedures of the American Arbitration Association.

The arbitrator may not add to, subtract from, change or amend any terms of this Agreement and shall only concern himself/herself with the interpretation and application of the terms of this

Agreement. The decision of the arbitrator, within his/her authority, shall be final and binding upon all parties. The expense of the arbitrator shall be borne equally by the parties to this Agreement.

Section 18.8 Regular Workdays Defined. The following are to be considered regularly working days for grievance processing: Monday through and including Friday. Saturday, Sunday, and Holidays are not to be considered regular working days for grievance processing.

Section 18.9 Sole Remedy. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the Grievance Procedure; provided, that is, an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

ARTICLE 19

WAGES

Section 19.1 Base Wage Scale. Effective date of signing the following salary schedule shall prevail for classified positions:

CLASSIFICATION PATROL OFFICER

	<u>BASE</u>	<u>AFTER 1</u>	<u>AFTER 2</u>	<u>AFTER 3</u>	<u>AFTER 4</u>	<u>AFTER 5</u>	<u>AFTER 6</u>	<u>AFTER 7</u>
	<u>YEAR</u>	<u>YEAR</u>	<u>YEARS</u>	<u>YEARS</u>	<u>YEARS</u>	<u>YEARS</u>	<u>YEARS</u>	<u>YEARS</u>
7/1/2022	\$52,379	\$55,275	\$58,290	\$61,305	\$64,320	\$67,335	\$70,350	\$73,973
7/1/2023	\$53,952	\$56,934	\$60,039	\$63,144	\$66,250	\$69,355	\$72,460	\$76,562
7/1/2024	\$55,569	\$58,642	\$61,837	\$65,039	\$68,253	\$71,436	\$74,635	\$79,242
7/1/2025	\$57,236	\$60,400	\$63,695	\$66,990	\$70,285	\$73,578	\$76,872	\$82,015

For purposes of this agreement the Patrol Officer classification shall include assignments of Detective, Task Force Officer and other various assignments as directed by management.

Section 19.2 Right of City Manager With the approval of the City Manager, an employee may start at any step of the applicable salary schedule and will thereafter progress on the applicable salary schedule in one (1) year increments.

ARTICLE 20

OVERTIME

Section 20.1 Rate of Pay and Minimum Hours. If an employee is required by his/her supervisor to work longer than the regularly scheduled shift on any regular working day, he/she will be compensated at an hourly rate equal to one and one-half (1 1/2) times his/her normal hourly rate. "Hourly rate" is defined as the base wage salary divided by 2,080 hours. In the event that an employee is called back for duty by the Department, after he/she had gone off duty at the end of his/her shift, or at a time when the employee would not normally be on duty, he/she will be entitled to not less than four (4) hours pay to be paid as follows:

1. At the appropriate premium time rate (time and one-half) for all hours worked.
2. Straight time for the remainder of the four (4) hours

Paid time off shall not be considered when computing overtime on a daily basis.

Section 20.2 Court Appearances. When employees are required to appear in Court during off-duty hours, they will be compensated at time and one-half (1 1/2) times their hourly rate for all time spent in Court, with a guaranteed minimum of four (4) hours per day according to the formula outlined in Article 20, Section 1. In the event that a police officer is ordered by a court to stand by for purposes of a court appearance and does not actually appear in court on that day, he/she shall be compensated at time and one-half for two (2) hours.

Section 20.3 Compensatory Time. In lieu of pay for overtime set forth in Section 1 above, an employee may request credit for compensatory time off. All requests for compensatory time off credit will be submitted in writing to the Department Head or his/her designee for his/her review and approval. Such requests shall be approved or denied by the Employer within five (5) regularly scheduled workdays (i.e., Monday, through and including Friday, but excluding holidays) of the receipt of the request. Upon the Department's written approval, such compensatory time off shall be computed at one and one-half (1 1/2) hours for each hour worked by the employee on an overtime basis. Compensatory time may be accumulated to a maximum of

one hundred twenty (120) hours outstanding at any time. Compensatory time may be taken upon advance approval of the Employer. Election for compensatory time must be indicated within the pay period it is earned. Compensatory time is subject to Administrative Policies and Regulations, adopted by the City Council and/or the City Manager not inconsistent herewith. Any denial of compensatory time off requests shall be reviewed by the City Manager. The Detective will receive six (6) hours of compensatory straight time each month for being on call.

Section 20.4 Authorization. Overtime will be permitted only when authorized by the Employer.

Section 20.5 Employer Responsibility. The Employer shall make every attempt to maintain a consistent schedule for each employee. In the event that a schedule must be changed within 48 hours of the shift starting time, the change shall be considered overtime call-in and compensated at time and one-half the hourly rate for all hours worked which are different from the original schedule.

ARTICLE 21

GENERAL CONDITIONS

Section 21.1 Re-Employment Rights. The re-employment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

Section 21.2 Firearm and Ammunition. The Employer will furnish each Police Officer with Department standard issue firearm and replacement ammunition as used in the course of their employment and approved by the Department Head. It is understood that weapons and ammunition remain the property of the Employer and will be registered by and to the Employer. The employee shall reimburse the Employer for the employee's negligent loss or damage to the weapon.

Section 21.3 Notices. The Employer shall assign a bulletin board which shall be used by the Union for posting notices.

- A. Notices of Union recreational and social affairs;
- B. Notices of Union elections;
- C. Notices of Union appointments and results of the Union elections;
- D. Notices of Union meetings;
- E. Other notices of bona fide Union affairs, which are not political or libelous in nature.

Section 21.4 Vehicle License Suspension or Revocation. It is agreed that employees may be summarily suspended without pay if such members' right to operate a motor vehicle in the State of Michigan is suspended, revoked, or renewal is denied by the Secretary of State. Notwithstanding past practice, any employee whose license is suspended for longer than 30 days shall be automatically removed from their position and shall be considered immediately terminated from employment.

Section 21.5 Gender Application. All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

Section 21.6 Worker Safety. Under no circumstances will an employee be required or be assigned to engage in any activity involving dangerous equipment conditions. Employees shall immediately or at the end of their shift, report all defects of equipment, in writing on a form supplied by the Department Head, and employees shall not be required to use the equipment until it has been approved as being safe by the Department Head or his/her designee.

When the occasion arises where an employee gives a written report on forms supplied by the Employer of the equipment being in unsafe operating condition, and receives no consideration from the Employer, he/she shall take the matter up with representatives of the Union who will take the matter up with the Employer.

An employee not so notifying the Department Head or Department Head's designee of the occurrence of damage to any vehicles or equipment at the end of his/her shift shall be subject to disciplinary action by the Employer.

Section 21.7 Employee Health Testing. The Employer may require the employee to submit to physical examinations and mental tests by doctors when such examinations and tests are considered to be of value in maintaining a capable workforce, employee health and safety, etc., provided, however, that the Employer will pay for the costs of such examinations and tests.

Section 21.8 Distribution of Information to Union. A copy of any order, general order, rule, regulation, training bulletin or document of a similar nature which applies to more than one employee shall be posted in an appropriate place and copy made available to the Union.

Section 21.9 Reserve Officers. Reserve Officers are peace officers. Although not fully certified by MCOLES standards the Employer utilizes Reserve Officers in various activities. Without limiting the Employers right to assign Reserve Officers as determined by the Department Head or his/her designee, bargaining unit members shall not be required to engage in general patrol activities with Reserve Police Officers or civilians, but may do so on a voluntary basis.

Section 21.10 Mileage Reimbursement. In the event that the use of an employee's vehicle on Employer business is approved in advance by the Employer, the employee will receive mileage reimbursement under applicable the Employers policy.

Section 21.11 Employee Contact Information. It shall be the responsibility of each employee to immediately notify the Department Head of any change of address or telephone number. The employee's address and telephone number as it appears on the Employers records shall be conclusive when used in connection with layoffs, recalls, or other notices to the employee.

Section 21.12 Equipment Turn-in. All equipment must be turned in to the Employer at the time of termination from employment. The Employer may deduct the cost of the equipment not so returned to the Employer from the employee's final paycheck(s).

Section 21.13 Recordkeeping. Employer's records shall be conclusive when used in connection with layoffs, recalls, or other notices to the employee.

ARTICLE 22

LAYOFF, RECALL AND TRANSFER

Section 22.1 Layoff. The word “layoff” shall mean a reduction in the working force. Notwithstanding past practice, in all cases of layoff within each classification/rank, the principal of straight seniority by department shall be observed and length of service shall govern, provided that the Employer determines the remaining employees can perform the available work. When possible, the Employer will give at least thirty (30) days notice prior to layoff to the employees affected, together with a list of the names of said employees to the Union. If and when an employee is laid off, he/she will be eligible for unemployment benefits compensation under the Michigan Unemployment Compensation Act or applicable City Ordinance, provided said employee remains eligible and conforms to all requirements under the applicable law. Exceptions to this procedure may be made by written agreement between the Employer and the Union. All Employer provided insurance coverage shall automatically terminate at the end of the calendar month in which the layoff occurs.

Section 22.2 Recall. Employees will be recalled in the reverse order of the layoff, providing the Department Head determines the employee can perform the available work. Notice of recall shall be sent to the employee at last known address by registered or certified mail. Notwithstanding past practice if an employee fails to contact the Department Head within ten (10) days from the date of mailing of the notice of recall, he/she shall be considered to have voluntarily left the employment and shall be automatically removed from his/her position and shall be considered immediately terminated from employment.

Section 22.3 Transfer. If and when an employee is permanently transferred, the Union shall be notified of said transfer by the Department Head.

ARTICLE 23

LEAVES OF ABSENCE

Section 23.1 Temporary Discretionary Leave. The City Manager, in his/her sole discretion, may grant a temporary written leave of absence to employees for periods up to thirty

(30) days. A written request for such leave must be submitted to the City Manager and approved by him/her in writing, prior to the start of the leave. Such leave may be extended upon written approval by the City Manager.

Section 23.2 Military Leave. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirement of the applicable laws of the United States.

Section 23.3 Illness or Disability Leave. An employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all available time off shall, at the written recommendation of a physician certifying the employee's inability to perform his/her duties, be granted a health leave of absence without pay or fringe benefits for up to six (6) months. Extensions may be granted by the City Manager. A written request for such leave must be submitted to the City Manager prior to the start of the leave. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the Employer in writing of his/her intent to return to work accompanied by a written statement from a physician selected by the Employer, certifying the physical and mental fitness of the employee to fulfill his/her duties. Upon expiration of the leave, the employee will be returned to his/her former classification, provided his/her seniority so entitles him and the Department Head has determined he/she can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave.

Section 23.4 Compensation and Benefits. All leaves are granted without pay or fringe benefits, provided that, if permitted by the applicable insurance carrier, the employee will be allowed to pay the insurance premiums by prepaying the premium in advance by depositing the amount each month with the City Treasurer or Finance Director. Seniority shall accumulate for up to thirty (30) days. On leaves of thirty (30) days or less, the Employer will pay all insurance premiums. Employees on leave must report for work no later than the first working day following the expiration of their leave. An employee who seeks and/or obtains employment while on leave of absence will be automatically terminated from effective the date the leave of absence started.

Section 23.5 Family Medical Leave Act. Any paid or unpaid leave addressed in this contract which qualifies as a leave under the Family Medical Leave Act (FMLA) shall run concurrently with the leave to which the employee is eligible under the FMLA. Under the FMLA, an eligible employee may use twelve (12) workweeks of any FMLA leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the employee uses FMLA leave. In administering the FMLA, the Employer may take any actions consistent with that statute and the Employers leave rules and policies.

ARTICLE 24

SCOPE OF AGREEMENT

Section 24.1 This Agreement represents the entire agreement between the Union and the Employer and is not subject to any prior oral agreements or understanding between the parties and may be amended only in writing signed by both of the parties hereto. In the event any of the provisions in this Agreement are found to be contrary to the provisions of any applicable provisions of law, such applicable provisions of law shall control, and the remaining provisions of this Agreement shall not be affected thereby.

ARTICLE 25

NO-STRIKE NO-LOCKOUT

Section 25.1 Under no conditions will the Union cause or authorize or permit its members to cause, nor will any member of the Bargaining Unit take part in any strike, sit-down, or stay-in, slowdown, or any violation of any State Law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employee in writing that their conduct is in violation of the Agreement, and that all such persons shall immediately cease the offending conduct.

ARTICLE 26
MAINTENANCE OF CONDITIONS

Section 26.1 The Employer shall make no changes that are contrary to the provisions of this Agreement in wages, hours, or conditions of employment. This Agreement shall supersede any rules and regulations governing the appropriate Department which are in conflict with the provisions of this Agreement.

ARTICLE 27
EMPLOYERS DEPARTMENT RULES

Section 27.1 The Employer shall continue to have the right to establish, adopt, change, amend and enforce reasonable Rules and/or Departmental Rules and Regulations not in conflict with the terms of this Agreement, governing discipline, health and safety duties, rules of conduct and work rules, including, but not limited to, a fair and reasonable drug testing policy applicable to all persons covered by this Agreement, with such tests based upon reasonable suspicion.

ARTICLE 28
DURATION AND TERMINATION

Section 28.1 This Agreement shall remain in full force and effect until 11:59 p.m., June 30, 2026. Should either party desire to modify the agreement a 90 day notice will be delivered to the other party. In the event that a notice of modification is given, negotiations shall begin soon after the receipt of the ninety (90) day notice. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the termination date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the City of Walled Lake.

Ratified Agreement

WALLED LAKE POLICE OFFICERS
ASSOCIATION

CITY OF WALLED LAKE

Thomas Funke, POAM

Dated: _____

L. Dennis Whitt, City Manager

Dated: _____

Robert Higgins, President

Dated: _____

Miranda Gross, HR Administrator

Dated: _____

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING,
DESIGNATE AN AGENT, ATTEST TO THE EXISTENCE OF
FUNDS AND COMMIT TO IMPLEMENTING A
MAINTENANCE PROGRAM FOR THE RESURFACING OF
EAST WALLED LAKE DRIVE FUNDED BY THE
TRANSPORTATION ECONOMIC DEVELOPMENT FUND
CATEGORY B PROGRAM.

Proposed RESOLUTION 2022-24

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 21st day of June 2022 at 7:30 p.m.

WHEREAS, the City of Walled Lake is applying for \$162,500 in funding through MDOT from Transportation Economic Development Fund Category B Program to resurface East Walled Lake Drive as a continuation of downtown redevelopment; and

WHEREAS, MDOT requires a formal commitment from the public entity that will be receiving these funds and will be implementing and maintaining these infrastructure projects; and

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

Section 1. L. Dennis Whitt, City Manager is authorized to act as agent on behalf of the City to request Transportation Economic Development Fund Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

Section 2. The City attests to the existence of, and commits to, providing at least \$162,500 toward the construction costs of the project, and all costs for design, permit fees, administrative costs, and cost overruns. The City Council resolves to make available a financial obligation of \$81,250 with an additional amount of \$81,250 committed by the Walled Lake Downtown Development Authority totaling 50% of the \$325,000 estimated project cost during the 2022-2023 fiscal year.

Section 3. The city commits to owning, operating, funding and implementing a maintenance program over the design life of the facilities constructed with Transportation Economic Development Fund Category B Program funding.

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

AYES: ()
NAYS: ()
ABSENTS: ()
ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
WALLED LAKE DOWNTOWN DEVELOPMENT AUTHORITY

A RESOLUTION IN SUPPORT OF THE CITY OF WALLED
LAKE'S GRANT APPLICATION FOR THE RESURFACING OF
EAST WALLED LAKE DRIVE THROUGH THE MDOT
TRANSPORTATION ECONOMIC DEVELOPMENT FUND
CATEGORY B PROGRAM.

DDA RESOLUTION 2022-01

At the Regular Meeting of the Downtown Development Authority 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 14th day of June 2022 at 4:00 p.m.

WHEREAS, the City of Walled Lake is applying for \$162,500 in funding through MDOT from Transportation Economic Development Fund Category B Program to resurface East Walled Lake Drive as a continuation of downtown redevelopment; and

WHEREAS, the proposed project benefits the downtown area and is consistent with the objectives of the Authority in its continue pursuit of rejuvenating the downtown area; and

WHEREAS, the Authority wishes to support the City's project grant application and commit funds toward the resurfacing of East Walled Lake Drive;

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

Section 1. The Authority is in full support of the grant application submitted to MDOT under the Transportation Economic Development Fund Category B Program for the resurfacing of East Walled Lake Drive as a project that will have economic and aesthetic benefits to Downtown Walled Lake.

Section 2. The Authority hereby commits \$81,250 to the City of Walled Lake to assist in funding the 50% local match of the \$325,000 project as identified by the grant application.

Motion to approve Resolution was offered by Lublin and seconded by Amin.

AYES: (6) Amin, Lublin, Marshall, Mechigan, Millen, McDonald

NAYS: (0)

ABSENTS: (5) Ackley, Allen, Blair, Easter, Smith

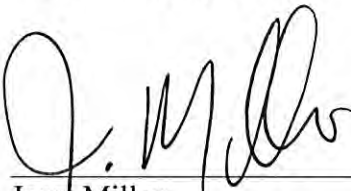
ABSTENTIONS: (0)

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)



Hana Jaquays
DDA Managing Director



Jerry Millen
DDA Chairman

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION OF THE CITY OF WALLED LAKE
AUTHORIZING THE TRANSFER OF THE 2021 DELINQUENT
WATER, SEWER AND REFUSE RECEIVABLES TO THE 2022
JULY TAX ROLLS

Proposed RESOLUTION 2022-25

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 21st day of June 2022 at 7:30 p.m.

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

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

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

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

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

WHEREAS, by correspondence sent by Oakland County Water Resource Commission on behalf of the City, mailed on March 2, 2022, informed all water, sewer and refuse customers with delinquent balances prior to and including December 31, 2021 of the intent to transfer said balance to the tax roll unless payment was received by April 11, 2022.

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

Section 1. All real property parcels appearing on the delinquent water/wastewater/refuse list, held by the Clerk for the City of Walled Lake, are hereby specifically assessed for arrearages and charges attributable to said parcels on the City Clerk's listing, and any remaining unpaid assessments of the \$90,403.56 delinquencies are to be placed on the 2022 July City of Walled Lake tax roll and transferred to the Treasurer of the Village of Wolverine Lake for further collection.

Motion to approve Resolution by _____ and seconded by _____.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION FOR THE 2021 DELINQUENT PROPERTY
TRANSFER AFFIDAVIT FEES TO BE PLACED ON THE 2022
JULY CITY OF WALLED LAKE TAX ROLL

Proposed RESOLUTION 2022-26

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 21st day of June 2022 at 7:30 p.m.

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

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

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

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

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

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

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

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

Section 1. That all property parcels appearing on the delinquent property transfer affidavit, held by the Clerk for the City of Walled Lake, dated June 2, 2022 in the amount of \$3,740 are hereby specifically assessed for arrearages and charges attributable to said parcels on the City Clerk's listing; said assessments to be placed on the 2022 July City of Walled Lake tax roll.

Section 2. That the City Treasurer is authorized to remove the penalty assessment from a parcel if the penalty was a result of a processing error.

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

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

THE RESOLUTION WAS ADOPTED.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

RESOLUTION TO APPROVE AMENDMENT NO. 5 TO WATER
SERVICE CONTRACT BETWEEN GREAT LAKES WATER
AUTHORITY AND CITY OF WALLED LAKE

Proposed RESOLUTION 2022-27

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 21st day of June 2022 at 7:30 p.m.

WHEREAS, The Great Lakes Water Authority (GLWA) leases, operates and maintains the public water supply system owned by the City of Detroit (“System”); and

WHEREAS, on October 6, 2009, the City of Walled Lake and GLWA (collectively referred to as the “Parties”) entered into a Water Service Contract (“Contract”) reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended and assigned; and

WHEREAS, GLWA has determined that its charge methodology renders irrelevant the “minimum take or pay” terms of Section 5.06 of the Contract; and

WHEREAS, as stated in Article 15 of the Contract, and in consideration of the mutual undertakings of the Parties and for the benefit of the public, it is the mutual desire of the Parties to enter into the Amendment to amend the Contract; and

WHEREAS, the City Manager and Public Works Coordinator have reviewed the proposed amendments contained in Amendment No. 5, including the proposed Fifth Amended Exhibits A and B and finds them administratively adequate; and

WHEREAS, the City Attorney has also reviewed the proposed amendments to the Water Service Contract and finds them legally sufficient.

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

Section 1. Amendment No. 5 to the Water Service Contract between the Great Lakes Water Authority and City of Walled Lake, as approved, shall be executed in accordance with applicable provisions of City Ordinances as directed by Council.

Motion to approve Resolution offered by _____ and _____.

AYES: ()
NAYS: ()
ABSENT: ()
ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
 SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

**AMENDMENT NO. 5 TO WATER SERVICE CONTRACT
BETWEEN
GREAT LAKES WATER AUTHORITY
AND
CITY OF WALLED LAKE**

This Amendment No. 5 (“Amendment”) is made between the Great Lakes Water Authority, a municipal authority and public body corporate (“GLWA”), and the City of Walled Lake, a municipal corporation (“Member Partner”). GLWA and Member Partner are collectively referred to as the “Parties”.

RECITALS

- A. GLWA leases, operates, and maintains the public water supply system owned by the City of Detroit (“System”); and
- B. On October 6, 2009, the Parties entered a Water Service Contract (“Contract”) reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended and assigned; and
- C. GLWA has determined that its charge methodology renders irrelevant the “minimum take or pay” terms of Section 5.06 of the Contract; and
- D. Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and
- E. In consideration of the mutual undertakings of the Parties and for the benefit of the public, it is the mutual desire of the Parties to enter this Amendment to amend the Contract as set forth in detail in the following sections.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

- 1. Section 5.06 of the Contract is deleted in its entirety.
- 2. Exhibit A of the Contract is amended by deleting in its entirety the existing Exhibit A and substituting the attached Exhibit A in its place.
- 3. Exhibit B of the Contract is amended by deleting in its entirety the existing Exhibit B and substituting the attached Exhibit B in its place.
- 4. Except for the provisions of the Contract specifically contained in this Amendment, all other terms, conditions, and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.
- 5. This Amendment to the Contract shall be effective and binding upon the Parties when it is signed and acknowledged by the duly authorized representatives of both Parties and is approved by Member Partner’s governing body and the GLWA Board of Directors.

Accordingly, GLWA and Member Partner, by and through their duly authorized officers and representatives, have executed this Amendment.

City of Waled Lake:

By: _____
L. Dennis Whitt
City Manager

APPROVED BY
WALLED LAKE CITY COUNCIL ON: _____
Date

Great Lakes Water Authority:

By: _____
Suzanne R. Coffey, P.E.
Interim Chief Executive Officer

Dated: _____

APPROVED BY
GLWA BOARD OF DIRECTORS ON: _____
Date

APPROVED AS TO FORM BY
GLWA GENERAL COUNSEL ON: _____
Signature/Date

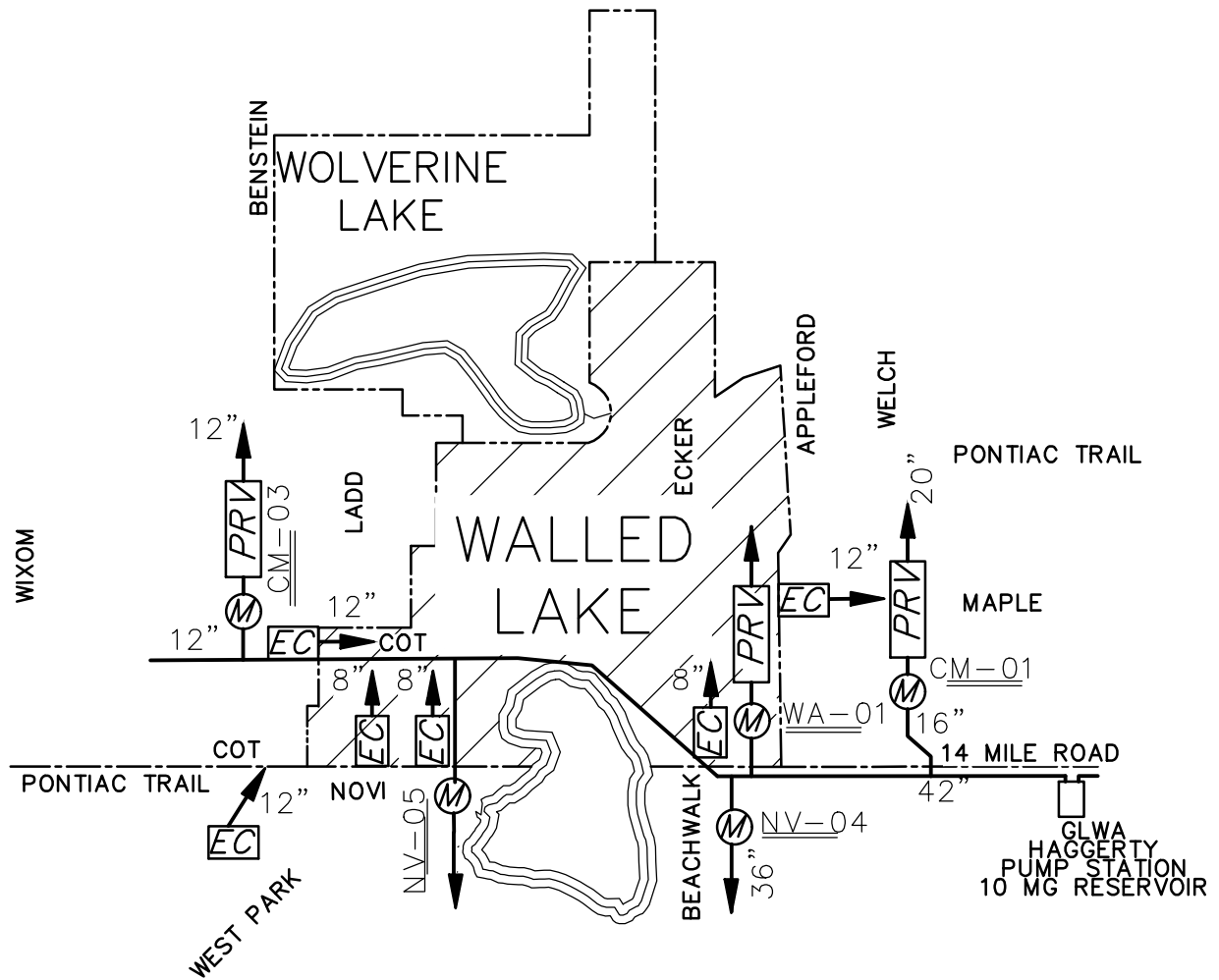
EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

1. The corporate limits of Customer;
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;
3. The specific location of the Water Distribution Points, including any Board approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and
5. A list of any closed meter locations.

CHARTER TOWNSHIP OF COMMERCE



CITY OF NOVI
OAKLAND COUNTY

LEGEND

SYMBOL	DESCRIPTION
	GLWA METER PIT
	PRV
	EMERGENCY CONNECTION

SYMBOL	DESCRIPTION
	SERVICE AREA
	TWP LINE
	CITY-TWP LINE



EXHIBIT-A

SERVICE AREA LOCATION MAP

CITY OF WALLED LAKE

EXHIBIT A

City of Walled Lake Emergency Connections:

Connection to City of Novi

8" GV&W at the intersection of Fourteen Mile Road and Beachwalk Drive

8" GV&W at the Windward Bay Condominiums

12" GV&W on Pontiac Trail, West of W. Park Drive

Connection to Commerce Township

12" GV&W on Maple Road, East of Decker (at Walled Lake city limits)

12" GV&W on Maple Road, West of Cornwall Park Drive

8" GV&W on Pontiac Trail, (West of Walled Lake city limits)

City of Walled Lake Water Customers Outside Municipal Limits:

Commerce Township 1900 Easy Street (Nalco, Inc.) 1475 and 1505 Oakshade (Hawk Lake Apartments) 1885 North Pontiac Trail (West Oakland Ambulatory Care Ctr)
Wolverine Lake** Payne's Manor Subdivision Lake Ridge Subdivision Fischerhof Subdivision Fairbanks Subdivision Wooded Shores Penny Lake Woods Shankins Wolverine Lake Subdivision Shankins Wolverine Lake Subdivision, No. 1 Wolverine Lake Heights Subdivision Wolverine Bluffs Subdivision

**Addresses within Wolverine Lake are served by both Commerce Twp. and Walled Lake water systems

City of Walled Lake Master Meters Not In Service:

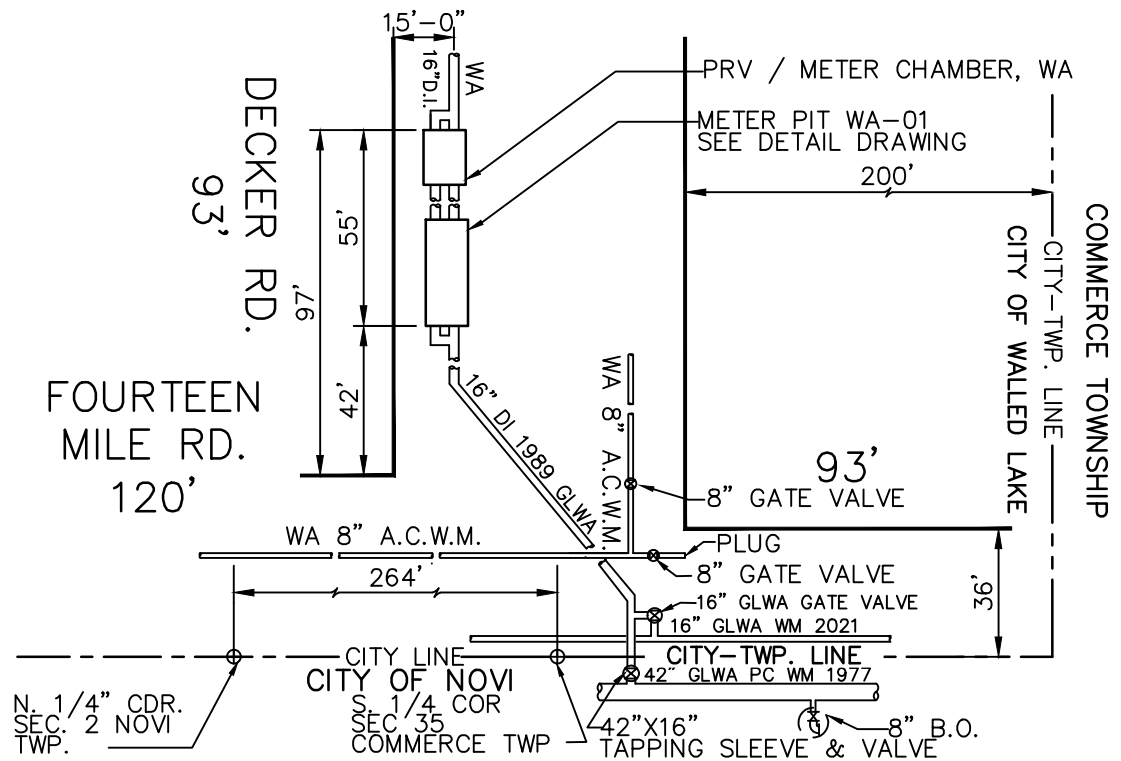
None.

EXHIBIT-A

WA-01

FOURTEEN MILE AND DECKER

CITY OF WALLED LAKE



WA-CITY OF WALLED LAKE
OWNERSHIP AND MAINTENANCE

GLWA - GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

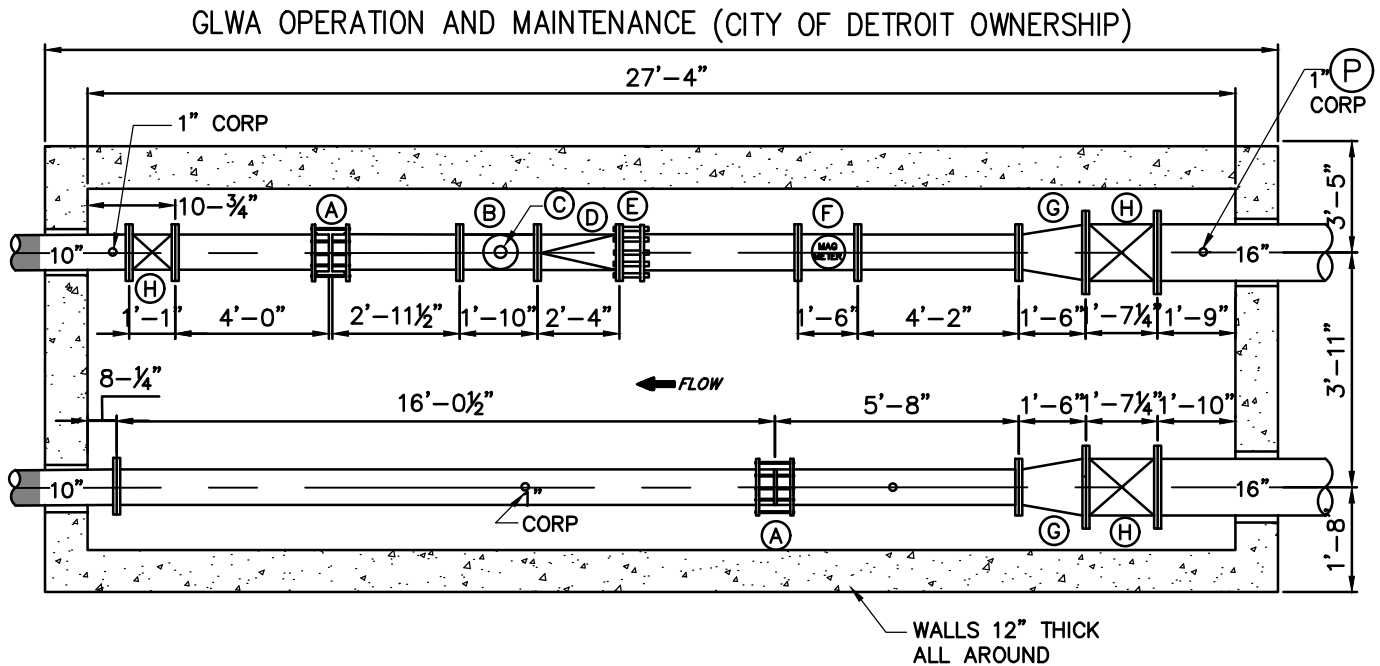
SITE PLAN
NOT TO SCALE



LOCATIONS SUBJECT TO
VERIFICATION IN THE FIELD.



EXHIBIT-A WA-01 FOURTEEN MILE AND DECKER CITY OF WALLED LAKE



CITY OF WALLED LAKE O&M

METER PIT DETAIL NOT TO SCALE



LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	1	DRESSER STYLE' PIPE COUPLING	10"
B	1	FLGD. TEST TEE, D.I.	10"X4"
C	1	TEST TEE ASSEMBLY w/3"X9" COMPANION FLANGE	-
D	1	CHECK VALVE	10"
E	1	MEGA FLANGE ADAPTER	10"
F	1	ABB MAG METER	10"
G	2	REDUCER	16"X10"
H	3	GATE VALVE	10".16"

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

(P) UPSTREAM PRESSURE TRANSMITTER,
G.L.W.A. OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

ADDRESS _____ 118 14 MILE ROAD
 FEED TO _____ WALLED LAKE
 FEED FROM _____ 42" G.L.W.A. TRANS MAIN
 TYPE OF METER _____ ABB MAG METER
 SIZE OF METER _____ 10"
 METER NUMBER _____ 3K620000018967
 DATE METER SET _____ 12-13-2014
 METER PIT CONST & SIZE _____ 27'-4" X 9'-0" REINF. CONC.
 GATE BOOK No _____ NONE
 REMARKS _____ NONE



EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)

Pressure Range and Maximum Flow Rate (Table 2)

Flow Split Assumptions (Table 3)

Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, Pressure Ranges and Maximum Flow Rates for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.07 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.07.

The approximate rate of flow by individual meter set forth in Table 3 is the assumption upon which the Pressure Range commitments established in Table 2 have been devised. Should Customer deviate from these assumptions at any meter(s), the Board may be unable to meet the stated Pressure Range commitments in this Contract or in the contract of another customer of the Board and Section 5.08 of this Contract may be invoked.

EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	40,000	20,000
2010	40,000	20,000
2011	35,000	17,500
2012	35,000	17,500
2013	35,000	17,500
2014	35,000	17,500
2015	35,000	17,500
2016	35,000	17,500
2017	35,000	17,500
2018	35,000	17,500
2019	35,000	17,500
2020	33,000	16,500
2021	33,000	16,500
2022	33,000	16,500
2023	33,000	16,500
2024	33,000	16,500
2025	33,000	16,500
2026	33,000	16,500
2027	33,000	16,500
2028	<i>33,000</i>	<i>16,500</i>
2029	<i>33,000</i>	<i>16,500</i>
2030	<i>33,000</i>	<i>16,500</i>
2031	<i>33,000</i>	<i>16,500</i>
2032	<i>33,000</i>	<i>16,500</i>
2033	<i>33,000</i>	<i>16,500</i>
2034	<i>33,000</i>	<i>16,500</i>
2035	<i>33,000</i>	<i>16,500</i>
2036	<i>33,000</i>	<i>16,500</i>
2037	<i>33,000</i>	<i>16,500</i>
2038	<i>33,000</i>	<i>16,500</i>
2039	<i>33,000</i>	<i>16,500</i>

EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	Pressure Range (psi)		Maximum Flow Rate (mgd)	
	Meter WA-01		<u>Max Day</u>	<u>Peak Hour</u>
	<u>Min</u>	<u>Max</u>		
2009	80	107	1.68	2.42
2010	80	107	1.68	2.42
2011	80	107	1.30	1.80
2012	80	107	1.30	1.80
2013	80	107	1.38	1.91
2014	80	107	1.38	1.94
2015	80	107	1.38	1.94
2016	80	107	1.38	1.94
2017	80	107	1.38	1.94
2018	80	107	1.38	1.94
2019	80	107	1.16	1.67
2020	80	107	1.16	1.67
2021	80	107	1.16	1.67
2022	80	107	1.16	1.67
2023	80	107	1.16	1.67
2024	80	107	1.16	1.67
2025	80	107	1.16	1.67
2026	80	107	1.16	1.67
2027	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>
2028	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>
2029	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>
2030	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>
2031	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>
2032	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>
2033	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>
2034	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>
2035	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>
2036	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>
2037	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>
2038	<i>80</i>	<i>107</i>	<i>1.16</i>	<i>1.67</i>

EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2023-2026)
WA-01	100 %

Table 4
Addresses for Notice

If to the Board: General Counsel Great Lakes Water Authority 735 Randolph, Suite 1901 Detroit, Michigan 48226	If to Customer: City Clerk City of Walled Lake 1499 E. West Maple Walled Lake, Michigan 48390
--	--

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION AUTHORIZING AN AMENDED AGREEMENT
BETWEEN THE CITY OF WALLED LAKE AND CITY OF WIXOM
TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE
INTERGOVERNMENTAL AGREEMENT FOR LOCKUP
SERVICES

Proposed RESOLUTION 2022-28

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 21st day of June 2022 at 7:30 p.m.

WHEREAS: The City of Walled Lake acknowledges that the City of Wixom Public Safety – Police Division has provided lockup services for the detainees of its police department; and

WHEREAS, Public Act 8 of the Public Acts of 1967, extra session, as amended, being MCL 124.531 *et seq.* authorizes the transfer of certain functions and responsibilities among and between municipal corporations; and

WHEREAS, the City of Walled Lake entered into an interlocal agreement with the City of Wixom in 2019 for detainee lockup services; and

WHEREAS, the City of Walled Lake desires to continue the intergovernmental agreement with the City of Wixom in providing these services; and

WHEREAS, the purpose of this amendment is to extend said agreement for a period of one (1) year, with an adjustment in price to be paid by Walled Lake to Wixom.

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

Section 1. That the City Council agrees to continue the intergovernmental agreement between the City of Walled Lake and City of Wixom.

Section 2. The City Council authorizes the City Manager to execute said agreement.

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

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION OF THE CITY COUNCIL OF WALLED LAKE
AUTHORIZING THE AGREEMENT WITH OAKLAND
COUNTY EQUALIZATION FOR ASSESSING SERVICES FOR
YEARS 2022-2023

Proposed RESOLUTION 2022-29

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 21st day of June 2022 at 7:30 p.m.

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

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

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

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

Section 1. That the City Council approves the agreement with Oakland County Equalization Division for contract years 2022-2023 for the sum of \$15.43 for each real property description and \$13.72 for each personal property description.

Section 2. Authorizes the City Manager to execute and sign the agreement, a copy of which is attached as Exhibit A.

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

AYES: ()
NAYS: ()
ABSENT: ()
ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE SERVICES
WITH THE CITY OF WALLED LAKE
(Real and Personal Property Services)**

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

INTRODUCTORY STATEMENTS

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

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

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", and "Party" and "Parties"), the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or

plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

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

- 1.5. "Municipality Taxpayer" means all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
 - 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.
- §2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The full and complete scope of all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").
- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. Equalization Division Assistance Services or Services, to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2022 to June 30, 2023 as required by laws of the State of Michigan. The County shall make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
 - 2.2. PURPOSE OF COUNTY "SERVICES". The purpose of all Equalization Division Assistance Services or Services to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and the Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.
 - 2.3. MANNER COUNTY TO PROVIDE SERVICES. All Equalization Division Assistance Services or Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's Equalization Division Personnel.
 - 2.3.1. Equalization Division Personnel, including those certified as Michigan Master Assessing Officers (MMAO), shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.

- 2.3.2. The County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with job instructions, job descriptions, and job specifications and shall in all circumstances control, supervise, train, or direct all Equalization Division Personnel in the performance of all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any Equalization Division Personnel and/or pay all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide all such terms and conditions of employment and make all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.
- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's

training standards or proficiency(ies), any level or amount of required supervision, all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.

- 2.3.5. Except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.
- 2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other services or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.
 - 2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
 - 2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to

defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

- §3. TERM OF CONTRACT. The Parties the term of this Contract shall begin on July 1, 2022 and shall end on June 30, 2023, without any further act or notice from either Party being required. All Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.
- §4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or Equalization Division Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.
- 4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. Under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.
- 4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities, or obligations that the Municipality may incur shall not become a debt, liability, obligation, or Claim(s) against the County.
- 4.3. The Municipality shall at all times remain responsible for the ultimate completion of all Municipality duties or obligations under all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.
- §5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as otherwise expressly provided herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party.

- 5.1. Notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
 - 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.
- §6. PAYMENT SCHEDULE. The Municipality shall pay to the County the following: For the contract year 2022-2023 the sum of \$15.43 for each real property description and \$13.72 for each personal property description rendered. Payment for the contract year 2022-2023 is payable on or before July 1, 2023.
- If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.
- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:
 - 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
 - 6.1.2. Dates requiring overtime set by the Municipality Charter.
 - 6.2. The Municipality shall be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
 - 6.3. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
 - 6.4. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be

calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

- 6.5. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any Services or performance obligations under this Contract.

§7. LIABILITY. Each Party shall be responsible for any Claims made against that Party and for the acts of County Agents or Municipality Agents, as applicable. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

- 7.1. This Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any Services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special, or consequential damages, including, but not limited to any replacement costs for Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this

Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

- 7.3. Neither Party has any right pursuant to or under this Contract against the other Party to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the Party based upon any legal theories or alleged rights of any kind, whether known or unknown, for any alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against a Party and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
- 7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this Contract, including, but not limited to, the applicable millage rate. Under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.

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

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

other employment-related or based rights, including, but not limited to, those described in this section.

- 8.3. No Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
 - 8.4. The Municipality shall provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the Municipality shall notify the County immediately of approval of any application for abatement or tax exemption.
 - 8.5. The Municipality shall inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality shall inform the County Agents regarding any millage increase (new) or renewal.
 - 8.6. The Municipality is responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
 - 8.7. The Municipality Agents shall perform the following functions:
 - 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
 - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
 - 8.7.3. Be responsible for the establishment, accuracy, and compilation of all Special Assessment rolls in the Municipality.
 - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
 - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
 - 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and it shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the County Agents performing said tasks.
- §9. INDEPENDENT CONTRACTOR. The County's and/or County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. No liability, right, or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. This Contract does not, and is not intended to, create either any absolute right in favor of the Municipality or any correspondent absolute duty or obligation upon the County, to guarantee that any specific

number(s) or classification of County Agents will be present on any given day to provide Services to the Municipality.

- §11. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 11.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 11.2. All Municipality obligations, including, but not limited to, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §12. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. This Contract, and/or any amendments thereto, shall be approved by resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the County Clerk, the Clerk for the Municipality, and the Secretary of State.
- §13. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties, this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §14. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §15. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §16. NOTICES. Except as otherwise expressly provided for herein, all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that

signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

§17. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.

§18. ENTIRE CONTRACT. This Contract sets forth the entire agreement between the County and the Municipality and supersedes all prior agreements or understandings between them in any way related to the subject matter hereof. All terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

The undersigned execute this Contract on behalf of the Parties and by doing so legally obligate and bind the Parties to this Contract.

IN WITNESS WHEREOF, Linda S. Ackley, Mayor of the City of Walled Lake, acknowledges that she has been authorized by a resolution of the Governing Body of the City of Walled Lake to execute this Contract and accepts and binds the City of Walled Lake to this Contract.

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

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

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Contract and accepts and binds Oakland County to this Contract.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

(Print Name) _____ DATE: _____
County of Oakland

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION ESTABLISHING POLICY RELATIVE TO
THE REVIEW AND GRANTING OF POVERTY EXEMPTIONS
BY THE WALLED LAKE BOARD OF REVIEW

Proposed RESOLUTION 2022-30

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 21st day of June 2022 at 7:30 p.m.

WHEREAS, MCL 211.7u, which deals with poverty exemptions, was significantly altered by PA 390 of 1994, PA 620 of 2002 and most recently PA 253 of 2020; and

WHEREAS, the local governing body is required to adopt guidelines that establish income levels for their poverty exemption guidelines and those income levels shall not be set lower by a city or township than the federal poverty guidelines updated annually by the U. S. Department of Health and Human Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the following guidelines:

Section 1. Applicant must physically occupy and be the “sole” owner(s) of the property for which the exemption is requested.

Section 2. The subject property must be classified as an “improved single family residential” or residential condominium” property with a valid Homeowner’s Principal Residence Exemption currently in effect.

Section 3. The applicant must submit the most recent year’s copies of the following for all persons residing in the homestead:

- A. Federal Income Tax Return – 1040 or 1040A.
- B. If applicant did not file Michigan State Income Tax Return, they MUST provide statement of benefits paid from the Social Security Administration or Michigan Department of Social Services.
- C. Three months of all bank statements.
- D. Copy of filed MI-1040-CR.
- E. Statement from Social Security Administration and/or the Michigan Social Services as to monies paid to applicants during the previous year.
- F. The applicant must supply a copy of current driver’s license or other form of identification.
- G. The applicant must provide a deed, land contract, or other evidence of ownership if Board requests it.

Section 4. That the applicant's total household income cannot exceed the most current limits set forth by the U.S. Department of Housing and Urban Development (HUD) "Very-Low Income" figures, to be updated annually.

Section 5. That the total value of the assets of the applicant and each member of the applicant's household shall not exceed \$50,000. Excluding the property for which the exemption is requested and excluding the primary single vehicle(s) of transportation BUT including all other property, including from all other persons residing in the household. Property shall include, but is not limited to cash, savings, stocks, mutual funds, certificates of deposit, insurance commodities, coin collections, boats, jewelry, art, motor vehicles, recreation vehicles, second homes, or any other saleable real property or other tangible items.

Section 6. That any reductions in the State Equalized Value of property is granted for one year only must be applied for and reviewed annually based on the applicant's current situation.

Section 7. That if a person meets all applicable eligibility requirements, the Board of Review shall grant an eligible exemption, in whole or in part, as follows: 1) a 100% reduction in taxable value for the year in which the exemption is granted, or; 2) a 50% percent reduction in taxable value for the year in which the exemption is granted, or; 3) a 25% reduction in taxable value for the year in which the exemption is granted. The percentage of eligible reduction shall be determined according to the applicable eligibility criteria. No other method of calculating the amount of an exemption may be utilized except an alternate reduction in taxable value authorized by the State Tax Commission.

Section 8. That in order to ease the burden on taxpayers, the assessor and the Board of Review and to ensure that all taxpayers have an equal opportunity to be heard by the Board of Review, the City of Walled Lake hereby resolves, according to provisions of MCL 211.30(8) of the General Property Tax Act, that the Board of Review shall receive letters of protest regarding assessments from resident taxpayers from the first Tuesday in March until it adjourns from the public hearings for which it meets to hear such protests. All notices of assessment change and all advertisements of Board of Review meetings are to include a statement that the resident taxpayers may protest by letter to the Board.

Section 9. That to conform to the provisions of MCL 211.7u, this resolution is hereby given immediate effect and will stay in effect for subsequent years until amended or voided.

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

AYES: ()
NAYS: ()
ABSENT: ()
ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor