



**CITY OF WALLED LAKE
REGULAR COUNCIL MEETING
Tuesday, April 16, 2019 | 7:30 P.M.**

PLEDGE TO FLAG & INVOCATION

ROLL CALL & DETERMINATION OF
A QUORUM

REQUESTS FOR AGENDA CHANGES

APPROVAL OF MINUTES

1. Regular Council Meeting and Public Hearing of March 19, 2019
2. Special Council Meeting of March 27, 2019

Pg. 3
Pg. 17

AUDIENCE PARTICIPATION

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

COUNCIL REPORT

CITY MANAGER'S REPORT

1. Departmental / Divisional Statistical Reports
 - a. Police
 - b. Fire
 - c. Warrant

Pg. 19
Pg. 30
Pg. 35

CORRESPONDENCE

ATTORNEY'S REPORT

1. Request for Closed Session to discuss Confidential Attorney Client Communication Coeus Lawsuit Status pursuant to Section 8 (e) of the Open Meetings Act (OMA)
2. First Reading C-345-19 Amendment to Chapter 86 Vegetation

Pg. 59

UNFINISHED BUSINESS

1. Proposed Resolution 2019-2 Withdraw from the Commerce, Walled Lake, and Wixom Trailway Management Council

Pg. 68

NEW BUSINESS

1. Proposed Resolution 2019-14 Public Safety Millage Renewal
2. Proposed Resolution 2019-15 Call for Special Election August 6, 2019
3. Proposed Resolution 2019-16 Michigan Mutual Aid Box Alarm System (MI-MABAS)
4. Proposed Resolution 2019-17 Assessing Services with Oakland County Equalization
5. Proposed Resolution 2019-18 WRC Quarterly Billing Request
6. Proposed Resolution 2019-19 Amendment to WRC Operations and Maintenance Agreement
7. Proposed Resolution 2019-20 Budget Amendment FY19
8. Proposed Resolution 2019-21 Defined Benefit Pension Plan Retirement Waiver as required by the Department of Treasury
9. Proposed Resolution 2019-22 Employment Agreement Miranda Gross
10. Proposed Resolution 2019-23 Employment Agreement Daniel Ladd
11. Proposed Resolution 2019-24 Public Safety Department Police Division Vehicle Purchase

Pg. 70
Pg. 72

Pg. 74

Pg. 89

Pg. 105

Pg. 107

Pg. 109

Pg. 114

Pg. 120

Pg. 133

Pg. 146

COUNCIL COMMENTS

MAYOR'S REPORT

ADJOURNMENT



**CITY OF WALLED LAKE
REGULAR COUNCIL MEETING**

**AND
PUBLIC HEARING
TUESDAY, MARCH 19, 2019
7:30 P.M.**

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

Pledge of Allegiance led by Mayor Ackley.

Invocation led by Mayor Pro Tem Owsinek.

ROLL CALL: Mayor Ackley, Mayor Pro Tem Owsinek, Council Member Ambrose, Council Member Costanzo, Council Member Lublin,

ABSENT: Council Member Loch, Council Member Robertson

CM 3-1-19 MOTION TO EXCUSE COUNCIL MEMBER LOCH AND COUNCIL MEMBER ROBERTSON FROM TONIGHT'S MEETING.

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

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

OTHERS PRESENT: City Manager Whitt, Police Chief Shakinas, Fire Chief Coomer, Finance Director Barlass, City Attorney Vanerian, Intern Bradow, and Deputy City Clerk Gross

PUBLIC HEARING:

1. Grant Application for Mercer Beach Environmental Improvements Land and Water Conservation (LWCF)

Open public hearing: 7:34 P.M.

City Manager Whitt explained that the application is standard and self-explanatory, and the public hearing provides an opportunity for the public to speak on the proposed improvements.

Audience participation: None

Close Public Hearing: 7:36 P.M.

REQUESTS FOR AGENDA CHANGES: None

APPROVAL OF THE MINUTES:

1. Special DDA, Planning Commission, & City Council Meeting of February 13, 2019

CM 3-2-19 MOTION TO APPROVE THE FEBRUARY 13, 2019 SPECIAL DDA, PLANNING COMMISSION, & CITY COUNCIL MEETING MINUTES

Motion by Lublin, seconded by Ambrose, UNANIMOUSLY CARRIED: To approve the February 13, 2019 Special DDA, Planning Commission, and City Council Meeting minutes.

Roll Call Vote

Yes (5) Ambrose, Costanzo, Lublin, Owsinek, Ackley
No (0)
Absent (2) Loch, Robertson
Abstain (0)

2. Regular Council Meeting of February 19, 2019

CM 3-3-19 MOTION TO APPROVE THE FEBRUARY 19, 2019 REGULAR COUNCIL MEETING

Motion by Owsinek, seconded by Ambrose:

Discussion

Council Member Costanzo opined that on page 23, it does not show that he was not able to speak before the vote was cast to go into closed session. Mr. Costanzo said he just don't see that in the council record.

CM 3-4-19 MOTION TO AMEND MINUTES, PAGE 23, TO HAVE THE RECORD REFLECT COUNCIL MEMBER COSTANZO ATEMPTED TO SPEAK ON THE TOPIC OF THE CLOSED SESSION

Motion by Costanzo, no second. Motion died due to lack of support.

CM 3-5-19 MOTION TO APPROVE THE FEBRUARY 19, 2019 REGULAR COUNCIL MEETING AS WRITTEN

Motion by Owsinek, seconded by Ambrose, UNANIMOUSLY CARRIED: To approve the February 19, 2019 Regular Council Meeting minutes as written.

Roll Call Vote

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

AUDIENCE PARTICIPATION:

Judy Evola explained she is Director of Community Relations and marketing for Walled Lake Schools. Ms. Evola provided council with an overview for the Walled Lake Schools building infrastructure and equity bond election that is going to take place on May 7th. Ms. Evola said this is an opportunity to change the face of the district in a significant fashion at no additional cost to the tax payers. She said due to increasing property values, new housing, and financing of previous bonds, the opportunity has come to invest 360 million-dollars into the school buildings while still providing tax payers with a tax reduction. Ms. Evola said the program will include several major initiatives: rebuilding Dublin Elementary School on the existing site adding an early childhood wing, significant renovation to Western High School to bring it up to the educational standards of Central and Northern High School, construct an early childhood center to attract and retain preschool children in the Walled Lake Schools, significant infrastructure security and improvements at all other schools. Ms. Evola explained the schools have tremendous needs in the roofs, windows, boilers, chillers, parking lots, and more. She said the current millage levy is 4.53 mils which means an owner of a 200-thousand-dollar home pays approximately 453 dollars per year in school taxes. She said if this bond passes that will drop to 413 dollars per year. Mrs. Evola said this bond represents an opportunity to provide a 21st century learning environment for all of our students while reducing taxes. Ms. Evola said it is truly a once in a life time opportunity. Ms. Evola said the school district has prepared a packet for council with a lot of information that is also on the district's website. Ms. Evola said the school district is asking each of the municipal bodies to consider passing a resolution in support of this important bond initiative. Ms. Evola said a sample resolution is inside of the packet. Ms. Evola said thank you for giving her this opportunity and thank you for voting on Tuesday, May 7th.

Council Member Ambrose express concern about and tax increase to city residents and suggested to Ms. Veola to try and explain to council members how taxes can drop when a new bond issue is being proposed.

Ms. Evola said 4 of the 5 existing bonds are going to expire therefore, if the schools do not have this bond, the school district would be dropping the taxes more. She said when the bonds expire,

taxes expire. Ms. Evola said the district will be maintaining or dropping slightly the existing millage levy by offering what is currently being paid.

Mayor Ackley asked when do the bonds expire and when does the new one take effect?

Ms. Evola explained 4 of the 5 bonds are going to expire and be paid off within the next few years, the debt will be reduced by 50 percent and the payments by 73 percent. She said as a result of the stable and growing taxable values within our community, the schools are able to spread the taxes among all of the growth and also reduce the rate. Ms. Evola said all of the bonds were 30-year bonds and all of them are being paid off between 20 to 25 years because they have been refinanced and refunded.

Council Member Ambrose explained while taxpayers are waiting for the 4 out of 5 bonds to expire, then this bond will be an additional bond which will increase that bond amount and taxes.

Ms. Evola said if the bond does not pass the district is already going to have a significant decrease.

Council Member Ambrose said the schools are going to add an additional bond to the five right now and four will expire within so many years, is that correct?

Ms. Evola said yes that is right but there will be no increase. She said because the tax base has increased this bond will be spread among so many additional businesses and homes and will be paid off, the debt will be reduced. Ms. Evola said if we don't pass this then all of the tax payers will be paying a lot less.

Council Member Ambrose said but the bond does not reduce until all the others expire.

Ms. Evola explained many of them are beginning to expire because they have been refinanced and refunded.

Council Member Ambrose explained if you have 5 and you add one more you have 6 that's an increase in taxes to the residents.

Ms. Evola explained 4 of the 5 will be done very quickly. She said this one bond by the time it's sold those will have expired. Ms. Evola said there is a video by the superintendent and the assistant superintendent on the wlcsd.org website that explains the whole financial piece of it. She said this is a unique opportunity we have in our community, if we do not act on it then a lot of the repairs and things that need to be done won't get done. Ms. Evola said a lot of the elementary schools like Guest and Walled Lake Elementary were built in the 1950's and there is lots of work that needs to be done to these buildings. Ms. Evola said people believe Walled Lake Western is the oldest High School in Walled Lake when really it is Walled Lake Central. Walled Lake Central was re-built in 1996 and now Western needs to be brought up to the standards of Central and Northern. Ms. Evola said there is sample language in the packet she provided for a possible resolution to support the bond and the district is asking council to consider that.

Mr. Whitt opined that overall this is probably a good idea, however, the way the school is promoting it may or may not be a good idea. Mr. Whitt said there is not really a tax decrease with this millage proposal, and he is not going to get into the politics of it. Mr. Whitt said the proposal raises taxes initially, but they are going to retire bonds, or they will expire, or they will pay it down.

Mayor Ackley said she wanted clarification that there was going to be a time period where we would be paying for 5 bonds until these other ones expire.

Ms. Evola said that is not how it has been explained to her, all she does know is if you look at your tax bills, they have been decreasing for the past several years because of the increased tax base that we have and have to pay. She said the district can only levy what is needed to pay the bonds and the amount that is needed continues to decrease significantly.

City Manager Whitt said the taxable value in Walled Lake is not increasing but other communities like Commerce and Wixom, that are in the school's jurisdiction, their taxable values are exploding. Mr. Whitt opined that it is important to think about our schools and infrastructure because our schools are very important.

Mayor Ackley said her suggestion is that council take home their packet and review it and vote on it at the next meeting.

Kyler Pilnick, 1428 N. Pontiac Trail – was audio and video recording the meeting and spoke to alleged he was hearing impaired. Mayor Ackley suggested council members talk clearly into the microphone.

COUNCIL REPORT:

Council Member Owsinek provided an update on the trail and explained the other two agencies involved are currently reviewing documents.

Council Member Lublin provided a library board update. Mr. Lublin said the circulation is up 40 percent in the last 5 years and this coincides with our library director Alyson Lobert. Mr. Lublin said Ms. Lobert is doing a wonderful job with her staff and has built a great hard-working team. Mr. Lublin said some of the board is working on continuing to maintain a balanced budget, updating technology as needed, and work on book and video inventory. He said the board is working on replacing the older bookshelves, replacing the floor, and adding tables and chairs to the conference room. Mr. Lublin said the room is always in use and those that use our library appreciate the personable and welcoming approach.

Mayor Ackley thanked Mr. Lublin and said she appreciates the time he spends with the board and the board is doing a great job.

CITY MANAGER'S REPORT:

1. Departmental / Divisional Statistical Reports

- a. Police**
- b. Fire**
- c. Finance**
 - Warrant**

CM 3-6-19 TO RECEIVE AND FILE THE MONTHLY DEPARTMENTAL / DIVISIONAL STATISTICAL REPORTS

Motion by Owsinek, seconded by Lublin, UNANIMOUSLY CARRIED: To receive and file the monthly Departmental / Divisional Statistical Reports.

Roll Call Vote:

Yes (5) Lublin, Owsinek, Ambrose, Costanzo, Ackley
No (0)
Absent (2) Loch, Robertson
Abstain (0)

2. Report on Special Meeting of February 13, 2019

City Manager Whitt opined that the special meeting held on February 13, went well and the city received useful input. Mr. Whitt explained that the consultant planner Alexandra Novak did a fantastic job at the meeting, however, she no longer works for McKenna. Mr. Whitt said the planning firm, McKenna is still providing services to the city, but there are other issues now in terms of how to deal with planning in the future. Mr. Whitt said that may include a Request for Qualifications of a city planner.

Mayor Ackley said she saw John Jackson was at the Parks and Recreation meeting and asked if he was going to be coming to the meetings now.

City Manager Whitt said he is not sure yet, he has not been able to sit down with Mr. Jackson. Mr. Whitt said it is not Mr. Jackson's call on whether someone is assigned here, it is the city's call. Mr. Whitt said he will discuss with Mr. Jackson and develop a plan and report back to council in terms of who is doing the city planning. Mr. Whitt said having a planner is important and it is time to look at the planning service we have.

3. Request for Closed Session to discuss Contract Negotiations with Labor Unions pursuant to Section 8 (c) of the Open Meetings Act (OMA)

City Manager Whitt requested a motion to go into closed session to brief members of council on labor negotiations. Mr. Whitt said nothing specific, other than to tell council in closed session which contracts are up for negotiation and to begin to have the discussion of what is standard in negotiations.

**CM 3-7-19 MOTION TO ENTER CLOSED SESSION TO DISCUSS
CONTRACT NEGOTIATIONS WITH LABOR UNIONS
PURSUANT TO SECTION 8 (C) OF THE OPEN MEETINGS ACT
(OMA)**

Motion by Costanzo, seconded by Lublin, UNANIMOUSLY CARRIED: To enter closed session to discuss contract negotiations with labor unions pursuant to section 8 (c) of the Open Meetings Act (OMA).

Roll Call Vote

Yes (5) Lublin, Owsinek, Ambrose, Costanzo, Ackley
No (0)
Absent (2) Robertson, Loch
Abstain (0)

4. SEMCOG Green Infrastructure Implementation Program and Grant

City Manager Whitt explained that he would like a general motion from council for the city to apply for grants that the city may qualify for. Mr. Whitt said the city applies, but often times do not receive, the grants. Mr. Whitt said he would like the record to reflect that council is in support of the application for those grants.

**CM 3-8-19 MOTION TO SUPPORT SEMCOG GREEN INFRASTRUCTURE
IMPLEMENTATION PROGRAM AND GRANT**

Motion by Ambrose, seconded by Owsinek, UNANIMOUSLY CARRIED: To support SEMCOG Green Infrastructure Implementation Program and Grant.

Discussion

City Manager Whitt opined that the city staff is doing what they are supposed to do, the motion of support was requested to show that the council supports the efforts of city management and staff in seeking grant funds.

Roll Call Vote

Yes (5) Owsinek, Ambrose, Costanzo, Lublin, Ackley
No (0)
Absent (2) Robertson, Loch
Abstain (0)

CORRESPONDENCE: None

ATTORNEY'S REPORT:

1. Memorandum on Recreational Marijuana Legislation

City Attorney Vanerian said as most people know by now, the ballot initiative regarding the legalization of recreational use of marijuana passed this past November and went into effect early December. Mr. Vanerian said in addition to legalizing and regulating the recreational use, possession, production and commercial distribution of limited quantities of recreational marijuana. Mr. Vanerian said the act also establishes a state regulatory process to permit and license certain types of marijuana establishments that include grower and safety compliance facilities, processor, retailers, secure transporters and a new type of facility known as a micro business. Mr. Vanerian said there are a lot of similarities between the recreational act and the medical act in terms of the licensing and permitting process at the state level and the different types of the facilities that are being allowed. Mr. Vanerian said the facilities are defined very similarly to one another in regard to growers and safety compliance facilities processors, retailers, so forth. Mr. Vanerian said the main difference being the recreational facilities have broader powers and can sell and provide marijuana related services to all license business, so a recreational grower could grow marijuana for both a medical and recreational facility. Mr. Vanerian said the main difference for municipalities under the medical marijuana licensing facilities act is that if you didn't opt in you were presumed to opt out. Mr. Vanerian said this means if you did nothing then you would not have marijuana facilities in your city. Mr. Vanerian said for the recreational marijuana licensing facilities act it is the opposite. Mr. Vanerian said if the city wants to prohibit or regulate the recreational facilities in the city then the city needs to affirmatively do that through the passage of an ordinance. Mr. Vanerian said if the city does nothing, what would happen is, it would be up to the state to decide how many and what types of marijuana facilities could potentially open in the city of Walled Lake. Mr. Vanerian said adopting an ordinance to either regulates these facilities in some way is obviously important if you want to have some level of regulatory control over these facilities at the local level. Mr. Vanerian said the main features of the law as far as a municipality can do in terms of regulation is prohibit or limit the number of establishments, establish reasonable restrictions on public signs, the time, place and manor of operation and adopting other types of regulations that are not unreasonably impractical and don't conflict with the state law or the rules. Mr. Vanerian said the state law similar to the medical law provides for the adoption of administrative rules by the state which have additional detailed guidelines on the different facilities and how they get licensed and regulated. Mr. Vanerian said some new rules will come along in regard to the recreational facilities. The city can not adopt an ordinance that prohibits a grower, processor, or retailer from operating in a single facility or operating at a location shared with an approved medical marijuana facility. Mr. Vanerian said these are the main features of the new law in terms of what the city can do in regard to regulation. Mr. Vanerian said the facility called a micro business which means a person licensed to cultivate not more than 150 plants process and package and sell marijuana to individuals or safety compliance facilities but not other marijuana establishments. Mr. Vanerian said it is similar to a micro-brewery, they actually grow it, process it and sell it on site but they can't sell it to other marijuana establishments. Mr. Vanerian said that is the only new type of facility. Mr. Vanerian said the city needs to determine, without worrying if it is recreational or medical, how many facilities they want in the city. Mr. Vanerian said the way the law is set up it allows the medical marijuana facilities to transition into recreational

facilities and it is expected that any if not all will do exactly that. Mr. Vanerian said the existing medical facilities will have first dibs at applying for recreational facility. Mr. Vanerian said the bottom line is the council needs to decide how many facilities you want to allow, where you want to allow them and if you are going to allow the new facility called the micro business. Mr. Vanerian said in terms of timing, the state is required to start accepting and processing applications on December 6, 2019. Mr. Vanerian said now if they don't do that they can apply through the city and the city will do that process on behalf of the state. Mr. Vanerian said if that happens it would be a good idea to have an ordinance in place by then. Mr. Vanerian said it is not likely but if the state were to start accepting and processing applications early it would also be a good idea to have an ordinance fully in place.

Mayor Ackley asked City Attorney Vanerian to prepare a draft ordinance for council as he did before for the medical marijuana ordinance and leave the numbers blank for council to fill in. Mayor Ackley said so at least we get moving on the process if that's the direction council decides to go in.

City Attorney Vanerian yes, that can be done.

City Manager Whitt reported that the city does not issue marijuana licenses, however, the city issues business licenses. Mr. Whitt said the city has issued one business license and the city has denied one application.

2. Confidential Attorney Client Communication – East Bay Status Report

3. Confidential Attorney Client Communication – Coeus Lawsuit Status

City Attorney Vanerian said he has supplied council with some reports on pending litigation. Mr. Vanerian said no council action needs to be taken.

UNFINISHED BUSINESS:

1. Proposed Resolution 2019-2 Withdraw from the Commerce, Walled Lake, and Wixom Trailway Management Council

CM 3-9-19 MOTION TO TABLE RESOLUTION 2019-2 TO WITHDRAW FROM THE COMMERCE, WALLED LAKE, AND WIXOM TRAILWAY MANAGEMENT COUNCIL FOR 30 DAYS

Motion by Ambrose, seconded by Lublin, UNANIMOUSLY CARRIED: To table resolution 2019-2 to withdraw from the Commerce, Walled Lake, and Wixom trailway management council for 30 days.

Roll Call Vote

Yes (5) Ambrose, Costanzo, Lublin, Owsinek, Ackley
No (0)
Absent (2) Robertson, Loch
Abstain (0)

**CM 3-10-19 MOTION TO GO INTO CLOSED SESSION TO DISCUSS ANY
UPDATES ON THE NEGOTIATION OF THE TRAIL**

Motion by Owsinek, seconded by Lublin, UNANIMOUSLY CARRIED: To go into closed session to discuss any updates on the negotiation of the trail

Roll Call Vote

Yes (5) Ambrose, Costanzo, Lublin, Owsinek, Ackley
No (0)
Absent (2) Loch, Lublin
Abstain (0)

NEW BUSINESS:

1. Proposed Resolution 2019-9 Health Care Benefit Package for Full-Time Employees for Plan Year 2019-2020

Finance Director Barlass said there is a memo in the council packet that explains the employee health care benefit plan that begins April 1st as well as an attached resolution asking for approval for the plan. Mrs. Barlass explained there has been no changes with the providers.

**CM 3-11-19 MOTION TO APPROVE RESOLUTION 2019-9 A RESOLUTION
APPROVING A HEALTH CARE BENEFIT PACKAGE FOR
FULL-TIME EMPLOYEES FOR THE PLAN YEAR APRIL 1, 2019
TO MARCH 31, 2020**

Motion by Ambrose, seconded by Costanzo, UNANIMOUSLY CARRIED: To approve resolution 2019-9 a resolution approving a health care benefit package for full-time employees for the plan year April 1, 2019 to March 31, 2020.

Roll Call Vote

Yes (5) Costanzo, Lublin, Owsinek, Ambrose, Ackley
No (0)
Absent (2) Loch, Robertson
Abstain (0)

2. Proposed Resolution 2019-10 Health Care Benefit Package for Eligible Previous Employees of the City of Walled Lake

Finance Director Barlass said there is a resolution before council to continue providing the eligible employees with health care for the plan year April 1, 2019 - March 31, 2020

CM 3-12-19 MOTION TO APPROVE RESOLUTION 2019-10 A RESOLUTION APPROVING AN APPROPRIATION FOR HEALTHCARE FOR THE PLAN YEAR APRIL 1, 2019 TO MARCH 31, 2020 FOR ELIGIBLE EMPLOYEES OF THE CITY OF WALLED LAKE

Motion by Owsinek, seconded by Ambrose, UNANIMOUSLY CARRIED: To approve resolution 2019-10 a resolution approving an appropriation for healthcare for the plan year April 1, 2019 to March 31, 2019 for eligible previous employees of the City of Walled Lake

Discussion

Council Member Costanzo said on page 99 he counted 15 former employees with a reimbursement amount limits to be determined by the department of finance and budget. Council Member Costanzo explained he didn't understand the criteria used to determine that.

Finance Director Barlass explained to Council Member Costanzo that the criteria are determined by each individual employee's contract, as well as employee eligibility with another employer to receive health care benefits then they need to take that employers health care benefits.

Roll Call Vote

Yes (5) Lublin, Owsinek, Ambrose, Costanzo, Ackley
No (0)
Absent (2) Loch, Robertson
Abstain (0)

3. Proposed Resolution 2019-11 Adoption of MERS Defined Benefit Plan for Fire and Police Personnel Hired After June 30, 2016

Finance Director Barlass said this is a resolution requesting approval to open a defined benefit plan for the police and fire new employees that were hired June 30, 2016 or after. Mrs. Barlass said the city hasn't had any until recently, it is a new division, the division has different multipliers and different benefits.

CM 3-13-19 MOTION TO APPROVE RESOLUTION 2019-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WALLED LAKE TO AUTHORIZE THE ADOPTION OF A DEFINED BENEFIT PLAN FOR COLLECTIVE BARGAINING PROFESSIONAL FIRE FIGHTERS ASSOCIATION MEMBER EMPLOYEES AND COLLECTIVE BARGAINING POLICE OFFICERS ASSOCIATION MEMBER EMPLOYEES OF MICHIGAN HIRED AFTER JUNE 30, 2016

Motion by Owsinek, seconded by Lublin, UNANIMOUSLY CARRIED: To approve resolution 2019-11 a resolution of the City Council of the City of Walled Lake to authorize the adoption of a Defined Benefit Plan for collective bargaining Professional Fire Fighters Association Member Employees and collective bargaining Police Officers Association Member Employees of Michigan hired after June 30, 2016.

Roll Call Vote

Yes (5) Lublin, Owsinek, Ambrose, Costanzo, Ackley
No (0)
Absent (2) Robertson, Loch
Abstain (0)

4. Consideration of Metro Environmental Services Portable Restroom Bids

City Manager Whitt explained that the consideration is the standard renewal for portable restrooms and requested a motion to award the bid.

CM 3-14-19 MOTION TO APPROVE METRO ENVIRONMENTAL SERVICES PORTABLE RESTROOM BID FOR 2019

Motion by Ambrose, seconded by Owsinek, UNANIMOUSLY CARRIED: To approve the agreement with Metro Environmental for portable restroom services for 2019 and 2020.

Roll Call Vote

Yes (5) Owsinek, Ambrose, Costanzo, Lublin, Ackley
No (0)
Absent (2) Robertson, Loch
Abstain (0)

COUNCIL COMMENTS:

Council Member Lublin said the new Maher building looks great.

Mayor Ackley said she has got several complaints lately about the accessibility to the post office with the glass door entrance and asked that the City Manager look into it.

Council Member Costanzo said he is pleased to announce that from what he understands the trailway contribution from the City of Walled Lake will go down almost 75 percent. Mr. Costanzo said it looks like it is going to be a significant drop.

Council Member Ambrose said the Rails to Trails is a reality, the trailway is now under construction and improvements are ongoing. Mr. Ambrose explained a few things with the Trailway interlocal agreement still have to be worked out. Council Member Ambrose opined that the Trailway, is a terrific project that the citizens of Walled Lake can buy into now.

Mayor Ackley said it is great the cost of the trail has come down, she believes the city took the right stand and it is going in the right direction. Mayor Ackley said there are still items in the interlocal agreement that need to be worked out. Mayor Ackley said she thinks there are contributors that do need to be thanked but the city manager and this council need to be commended for tasking the right stand and are headed in the right direction.

City Manager Whitt explained that the mention of a reduction in initial cost to the city for trailway construction should not cause confusion for council members or citizens. Mr. Whitt opined that this reduction in initial cost had nothing to do with the good will of the other communities. Mr. Whitt said the interlocal agreement formula is still fundamentally unfair to the Walled Lake tax payers. Mr. Whitt explained that he did not want everyone walking away thinking because there is a reduction in the initial cost to the city that somehow that our partner cities provided the city a reduction in cost. Mr. Whitt said we are paying more than our fair share based on population or taxable value. Mr. Whitt opined that if the council had not taken a stand on the cost issues, there wouldn't be these ongoing discussions to get the best deal for the Walled Lake tax payers.

MAYOR'S REPORT: None

Council recessed 8:35 p.m.

Council reconvened and entered into closed session 8:46 p.m.

Council arose from closed session 9:18 p.m.

ADJOURNMENT

Meeting adjourned at 9:18 p.m.

Miranda Gross, Deputy 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.*



**CITY OF WALLED LAKE
SPECIAL COUNCIL MEETING
WEDNESDAY, MARCH 27, 2019
6:30 P.M.**

The Meeting was called to order at 6:30 p.m. by Mayor Ackley.

Pledge of Allegiance led by Mayor Ackley.

Invocation led by Mayor Pro Tem Owsinek.

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

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

OTHERS PRESENT: City Manager Whitt, Assistant City Manager Pesta, Finance Director Barlass, Police Chief Shakinis, Fire Chief Coomer, and City Clerk Stuart

AUDIENCE PARTICIPATION: None

NEW BUSINESS:

- 1. Proposed Resolution 2019-12 Grant Application for Mercer Beach Environmental Improvements and Land and Water Conservation Fund (LWCF)**

CM 3-15-19 MOTION TO APPROVE RESOLUTION 2019-12 A RESOLUTION AUTHORIZING THE SUBMISSION OF A LAND AND WATER CONSERVATION FUND GRANT APPLICATION FOR MERCER BEACH ENVIRONMENTAL IMPROVEMENTS

Motion by Owsinek, seconded by Lublin, UNANIMOUSLY CARRIED: To approve resolution 2019-12 a resolution authorizing the submission of a Land and Water Conservation Fund Grant Application for Mercer Beach environmental improvements.

Roll Call Vote

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

2. Proposed Resolution 2019-13 Grant Application for Recreation Passport Application for Sims Park

CM 3-16-19 MOTION TO APPROVE RESOLUTION 2019-13 A RESOLUTION AUTHORIZING THE SUBMISSION OF A MICHIGAN DEPARTMENT OF NATURAL RESOURCES RECREATION PASSPORT APPLICATION FOR RENOVATION OF SIMS PARK, PHASE I.

Motion by Lublin, seconded by Costanzo, UNANIMOUSLY CARRIED: To approve resolution a resolution authorizing the submission of a Michigan Department of Natural Resources Recreation Passport application for renovation of Sims Park, Phase I.

Roll Call Vote

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

CM 3-17-19 MOTION TO EXCUSE COUNCIL MEMBER AMBROSE FROM TONIGHT'S MEETING

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

ADJOURNMENT

Meeting adjourned at 6:35 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
March 2019



Search Criteria:

Month :	March
Year :	2019
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:	242170
Saved:	No
Run By:	SHAKINAS, PAUL

Monthly Violation Summary

March 2019

Violation Description	Count	Percentage	Accident	TIME RANGE			YTD
				One	Two	Three	
ALL OTHERS							
ASSAULT & BATTERY - DOMESTIC (1ST)	0	0 %	0	0	0	0	2
CARELESS DRIVING	0	0 %	0	0	0	0	1
DISOBEY TRAF SIGNAL (RAN AMBER OR RED LIGHT;RIGHT TURN THRU RED LIGHT W/O STOP)	1	5.88 %	0	0	0	1	3
DISTURBING THE PEACE	0	0 %	0	0	0	0	1
DOMESTIC VIOLENCE	0	0 %	0	0	0	0	3
DROVE LEFT OF CENTER (LEFT OF DOUBLE YELLOW LINE)	0	0 %	0	0	0	0	1
DROVE WHILE LICENSE SUSPENDED/REVOKED/DENIED	3	17.65 %	0	1	0	2	14
EQUIPMENT VIOLATION: DEFECTIVE LIGHTING	0	0 %	0	0	0	0	1
EQUIPMENT VIOLATION: WHITE LIGHTS TO REAR	0	0 %	0	0	0	0	1
FAIL TO STOP OR ID AFTER PD ACC (AT SCENE OF ACC; FAIL TO EXHIBIT OPS AT SCENE; HIT & RUN)	0	0 %	0	0	0	0	1
FAIL TO YIELD WHEN TURNING LEFT	1	5.88 %	1	0	1	0	1
FAIL TO YIELD: ONCOMING TRF; RIGHT OF WAY; R.O.W. TO VEH ON RT; AT STOP SIGN; DID NOT OBSERVE TRAF	0	0 %	0	0	0	0	2
FAILED TO DISPLAY VALID GRADUATED LICENSE STATUS	0	0 %	0	0	0	0	1
FAILED TO REPORT ACCIDENT (FIXTURES)	1	5.88 %	0	0	0	1	1
FAILED TO STOP WITHIN ASSURED CLEAR DISTANCE	2	11.76 %	1	0	1	1	10
IMPROPER LANE USE	0	0 %	0	0	0	0	2
IMPROPER LOAD-PASS VEH-MISD(IMP LOAD;IMP DRVG W/Front loader;NO COVER;SPILL ON HWY;UNSAFE LOAD)	1	5.88 %	0	0	0	1	1
IMPROPER TURN (RT OR LFT TRN; CUT TRAF IN INTERSECTION; WIDE RT TRN; RT OR LFT TRN FROM WRONG LANE)	0	0 %	0	0	0	0	1
NO INSURANCE - CIVIL INFRACTION	1	5.88 %	0	0	0	1	7
NO PROOF OF INSURANCE	1	5.88 %	0	0	0	1	6
OPERATING WHILE INTOXICATED	1	5.88 %	0	1	0	0	2
PARKING-FIRE LANE	1	5.88 %	0	0	0	1	2

Monthly Violation Summary

March 2019

REGISTRATION/PLATE VIOL: EXPIRED PLATES	2	11.76 %	0	0	1	1	8
SPEEDING 01-05 OVER	1	5.88 %	0	0	1	0	3
SPEEDING 06-10 OVER	1	5.88 %	0	1	0	0	2
VIOLATION RESTRICTED LICENSE (CT ORD REST LICENSE/DRIVER IMPR REST/DLAD REST LICENSE/MINOR REST LIC)	0	0 %	0	0	0	0	1
Total **ALL OTHERS**	17	100 %	2	3	4	10	78
Total Violations	17		2	3	4	10	78
Total Tickets	16		2	3	4	9	70

CLR-065 Monthly Summary Of Offenses (WL)



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

Month: March

Year: 2019

CLR-065 Monthly Summary Of Offenses (WL)

----- All Offenses that were Attempted or Completed -----								A R R E S T S -----					
CLASS	Description	Mar/2019	Mar/2018	% CHG	YTD 2019	YTD 2018	% CHG	ADULT		JUV		Total	
								Mar/2019	YTD	Mar/2019	YTD	Mar	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%	0	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%	0	0	0%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	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	1	0	0%	1	0	0%	0	0	0	0	0	0
13001	NONAGGRAVATED ASSAULT	1	1	0%	6	4	50%	1	4	0	0	1	4
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	0%	1	1	0%	0	0	0	0	0	0
13003	INTIMIDATION/STALKING	0	2	-100%	2	3	-33.3%	0	0	0	0	0	0
20000	ARSON	0	0	0%	0	0	0%	0	0	0	0	0	0
21000	EXTORTION	0	0	0%	0	0	0%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	0	1	-100%	1	1	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

----- All Offenses that were Attempted or Completed -----								A R R E S T S -----					
CLASS	Description	Mar/2019	Mar/2018	% CHG	YTD 2019	YTD 2018	% CHG	ADULT		JUV		Total	
								Mar/2019	YTD	Mar/2019	YTD	Mar	YTD
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	0%	0	0	0%	0	0	0	0	0	0
23001	LARCENY -POCKETPICKING	0	0	0%	0	0	0%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	0	0%	0	0	0%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	0	0	0%	1	5	-80%	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	1	1	0%	2	1	100%	0	0	0	0	0	0
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	0	0%	0	0	0%	0	0	0	0	0	0
23007	LARCENY -OTHER	0	4	-100%	3	4	-25%	0	1	0	0	0	1
24001	MOTOR VEHICLE THEFT	1	0	0%	1	1	0%	1	1	0	0	1	1
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	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	2	-100%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	2	-50%	1	4	-75%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	1	1	0%	4	6	-33.3%	0	0	0	0	0	0
26003	FRAUD -IMPERSONATION	0	0	0%	0	0	0%	0	0	0	0	0	0
26004	FRAUD -WELFARE FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	0	0	0%	0	1	-100%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	1	0	0%	2	3	-33.3%	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	3	-66.6%	2	8	-75%	1	1	0	0	1	1
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%	0	0	0%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	0	2	-100%	0	2	-100%	0	0	0	0	0	0

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CLASS	Description	Mar/2019	Mar/2018	% CHG	YTD 2019	YTD 2018	% CHG	ADULT		JUV		Total	
								Mar/2019	YTD	Mar/2019	YTD	Mar	YTD
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%	0	0	0%	0	0	0	0	0	0
30004	ORGANIZED RETAIL FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	1	2	-50%	1	2	-50%	1	1	0	0	1	1
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		9	19	-52.6%	28	48	-41.6%	4	8	0	0	4	8
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

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CLASS	Description	Mar/2019	Mar/2018	% CHG	YTD 2019	YTD 2018	% CHG	ADULT		JUV		Total	
								Mar/2019	YTD	Mar/2019	YTD	Mar	YTD
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
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	1	0	0%	1	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%	2	2	0%	2	2	0	0	2	2
49000	ESCAPE/FLIGHT	0	0	0%	0	0	0%	0	0	0	0	0	0
50000	OBSTRUCTING JUSTICE	1	0	0%	4	0	0%	0	0	0	0	0	0
53001	DISORDERLY CONDUCT	0	1	-100%	1	3	-66.6%	0	0	0	0	0	0
53002	PUBLIC PEACE -OTHER	1	0	0%	4	1	300%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	1	0	0%	2	1	100%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	1	1	0%	4	2	100%	1	3	0	0	1	3
55000	HEALTH AND SAFETY	0	0	0%	0	0	0%	0	0	0	0	0	0
56000	CIVIL RIGHTS	0	0	0%	0	0	0%	0	0	0	0	0	0
57001	TRESPASS	0	0	0%	0	5	-100%	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

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CLASS	Description	Mar/2019	Mar/2018	% CHG	YTD 2019	YTD 2018	% CHG	ADULT		JUV		Total	
								Mar/2019	YTD	Mar/2019	YTD	Mar	YTD
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%	1	0	0%	0	0	0	0	0	0
73000	Miscellaenous Criminal Offense	0	0	0%	0	0	0%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	0	0%	0	0	0%	0	0	0	0	0	0
75000	SOLICITATION	0	0	0%	0	0	0%	0	0	0	0	0	0
77000	CONSPIRACY (ALL CRIMES)	0	0	0%	0	0	0%	0	0	0	0	0	0
Group B Totals		6	2	200%	19	14	35.71%	3	5	0	0	3	5
2800	JUVENILE OFFENSES AND COMPLAINTS	0	1	-100%	0	1	-100%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	7	4	75%	24	15	60%	3	17	0	0	3	17
3000	WARRANTS	5	1	400%	13	4	225%	3	9	0	0	3	9
3100	TRAFFIC CRASHES	19	22	-13.6%	65	63	3.174%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	14	28	-50%	52	70	-25.7%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	248	516	-51.9%	713	973	-26.7%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%	0	1	-100%	0	0	0	0	0	0
3500		0	0	0%	0	0	0%	0	0	0	0	0	0
3500	NON-CRIMINAL COMPLAINTS	106	118	-10.1%	408	311	31.18%	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	117	136	-13.9%	442	346	27.74%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	6	4	50%	13	7	85.71%	0	0	0	0	0	0
3900	ALARMS	18	26	-30.7%	61	73	-16.4%	0	0	0	0	0	0
4600	NON-CRIMINAL COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
4700	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
	NON-CRIMINAL COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	ALARMS	0	0	0%	0	0	0%	0	0	0	0	0	0
	ANIMAL COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0

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----- All Offenses that were Attempted or Completed -----							A R R E S T S -----						
CLASS	Description	Mar/2019	Mar/2018	% CHG	YTD 2019	YTD 2018	% CHG	ADULT		JUV		Total	
								Mar/2019	YTD	Mar/2019	YTD	Mar	YTD
	SICK / INJURY COMPLAINT	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
	MISCELLANEOUS TRAFFIC COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group C Totals	540	856	-36.9%	1791	1864	-3.91%	6	26	0	0	6	26
2700	LOCAL ORDINANCES - GENERIC	0	0	0%	0	0	0%	0	0	0	0	0	0
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	0	1	-100%	0	0	0	0	0	0
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	1	0	0%	0	0	0	0	0	0
4200	PARKING CITATIONS	1	0	0%	1	0	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
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
	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
	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
	Group D Totals	1	0	0%	2	1	100%	0	0	0	0	0	0
5000		0	0	0%	0	0	0%	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

CLR-065 Monthly Summary Of Offenses (WL)

----- All Offenses that were Attempted or Completed -----								A R R E S T S -----					
CLASS	Description	Mar/2019	Mar/2018	% CHG	YTD 2019	YTD 2018	% CHG	ADULT		JUV		Total	
								Mar/2019	YTD	Mar/2019	YTD	Mar	YTD
6000	MISCELLANEOUS ACTIVITIES (6000)	0	1	-100%	0	1	-100%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	1	0	0%	3	0	0%	0	0	0	0	0	0
6200	ARREST ASSIST	0	0	0%	0	0	0%	0	0	0	0	0	0
6300		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	0	4	-100%	8	11	-27.2%	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 (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
	MISCELLANEOUS ACTIVITIES (6100)	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group F Totals	1	5	-80%	11	12	-8.33%	0	0	0	0	0	0
8000	MISCELLANEOUS DEALER ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group I Totals	0	0	0%	0	0	0%	0	0	0	0	0	0
	Totals for all Groups	557	882	-36.8%	1851	1939	-4.53%	13	39	0	0	13	39

Walled Lake Fire Department Monthly Report

March 2019

April 9, 2019

TO: L. Dennis Whitt-City Manager

FROM: James Coomer- Fire Chief

RE: Summary of Fire Activities for the Month of March 2019

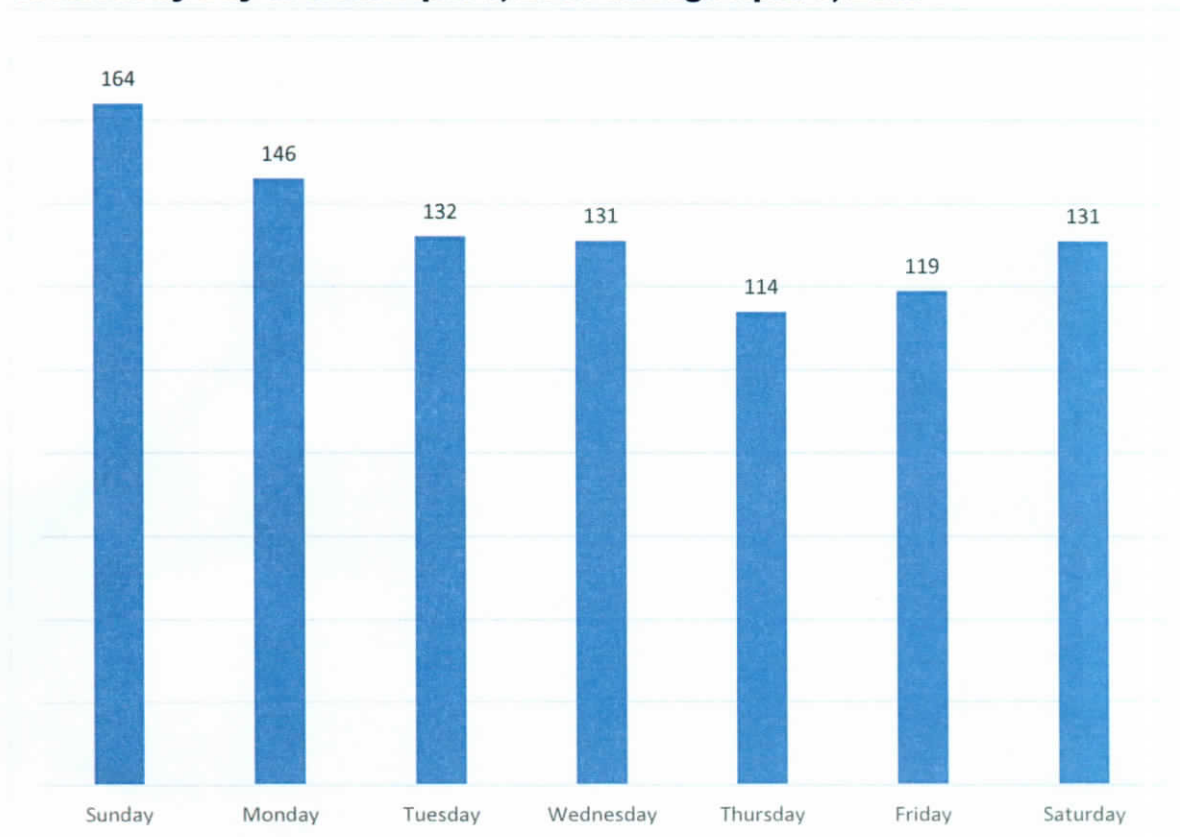
Attached you will find a report of activities as they relate to the Walled Lake Fire Department for the Month of March 2019.

- The Fire Department responded to 76 calls for service in March averaging 4.1 Firefighters per call with a response time of 4 minutes and fifty-three seconds.
- Fire Department is preparing for a Public Safety Open House on Sunday, July 28, 2019 from 8:00AM until 1:00PM.
- Training this month consisted of EMS Continued Education that focused on two topics. Opioid overdose medical emergencies and treatment. Fire Department emergency vehicles are all equipped with naloxone medication (Narcan) to reverse the effects of opioids. The second training class focused on pediatric emergencies. State licensed Paramedics and EMT's receive continued education credit points toward their State of Michigan licenses which, is up for renewal every three years.
- Fire Department is obtaining names of interested citizens and organizations for an April 29, 2019 7:00PM CPR class.
- Lieutenant Ron Menser has been certified as a child car seat installer. This was a 40-hour program that trains individuals in car seat installation. Parents often rely on the Fire Department for this service which, is provided by appointment.

**WALLED LAKE FIRE DEPARTMENT
INCIDENT STATISTICS
MARCH 2019**

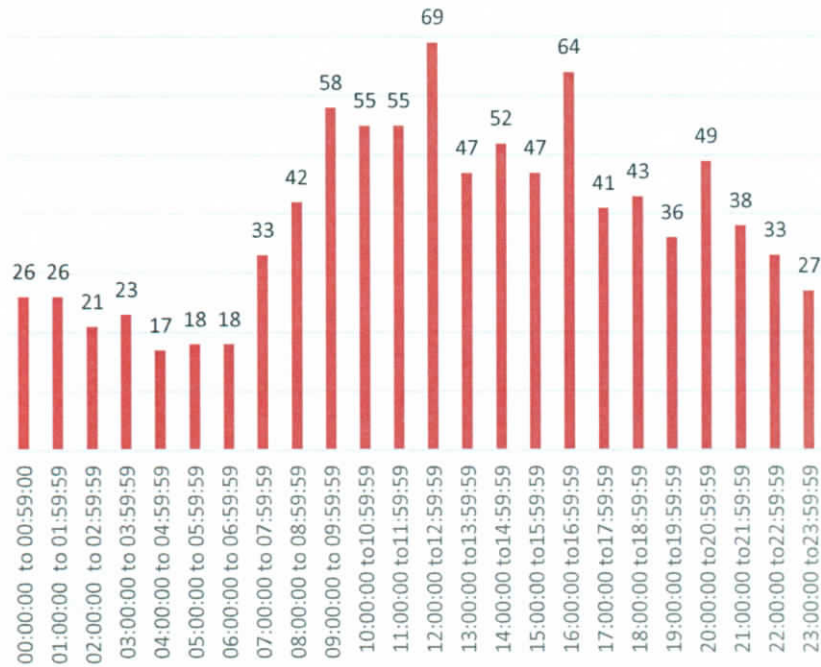
INCIDENT TYPE	March	2019	2018	2017
TOTAL INCIDENTS	76	233	992	1086
Fire	3	6	27	37
EMS/Rescue	47	148	533	534
Hazardous Condition	5	9	43	47
Service Call	1	12	120	137
Good Intent	11	32	209	211
False Calls	8	26	54	111
Other/Special Incidents	0	0	6	9
Ambulance Transports	16	49	178	127
Mutual Aid Information				
Mutual Aid Given	0	6	31	30
Mutual Aid Received	1	3	10	15
Response Time/Staff				
Average Response Time	4:53	4:58	4:30	4:05
Average Staff Per Call	4.17	3.97	3.97	4.08

Incident by Day of Week April 1, 2018 through April 1, 2019

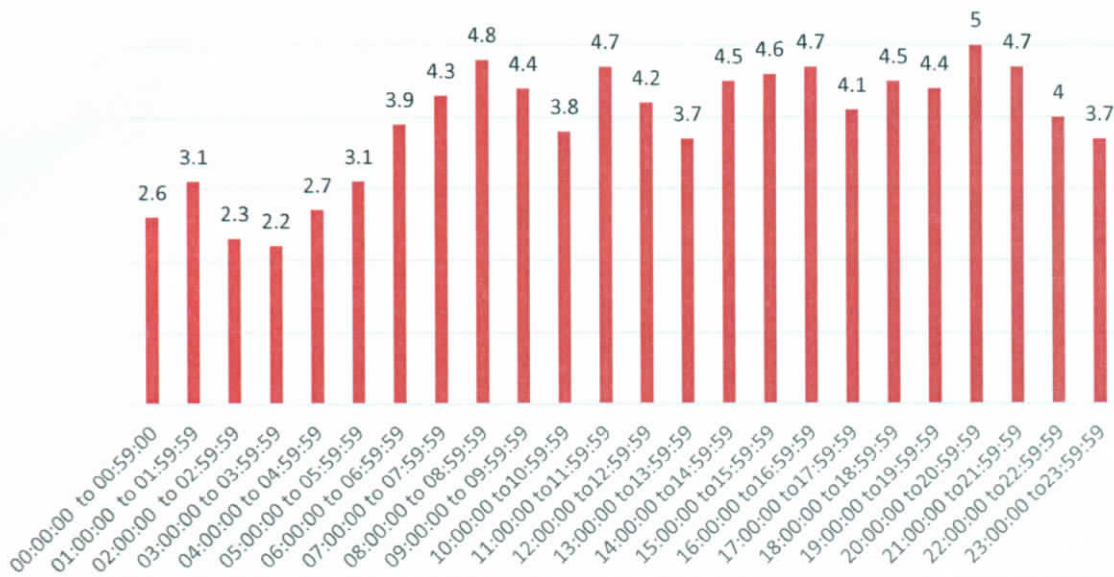


**WALLED LAKE FIRE DEPARTMENT
INCIDENT STATISTICS
MARCH 2019**

Incident by Time of Day from April 1, 2018 through April 1, 2019



Average Firefighter Response from April 1, 2018 through April 1, 2019



Incident Type Count

For Dates 1/1/19 - 3/31/19



Incident Type and Description	Count	% Type / % Total
100 - Fire, other	1	16.67 %
111 - Building fire	1	16.67 %
112 - Fires in structures other than in a building	1	16.67 %
113 - Cooking fire, confined to container	1	16.67 %
160 - Special outside fire, other	1	16.67 %
162 - Outside equipment fire	1	16.67 %
Total - Fires	6	2.58 %
321 - EMS call, excluding vehicle accident with injury	137	92.57 %
322 - Vehicle accident with injuries	2	1.35 %
324 - Motor vehicle accident with no injuries	9	6.08 %
Total - Rescue & Emergency Medical Service Incidents	148	63.52 %
410 - Flammable gas or liquid condition, other	3	33.33 %
411 - Gasoline or other flammable liquid spill	1	11.11 %
412 - Gas leak (natural gas or LPG)	1	11.11 %
4441 - Other Utility - Phone or Cable Line	3	33.33 %
445 - Arcing, shorted electrical equipment	1	11.11 %
Total - Hazardous Conditions (No fire)	9	3.86 %
500B - Blood Pressure Check	6	50.00 %
500C - Car Seat Install	1	8.33 %
522 - Water or steam leak	1	8.33 %
561B - Burning Complaint	1	8.33 %
571 - Cover assignment, standby, moveup	3	25.00 %
Total - Service Call	12	5.15 %
600 - Good intent call, other	1	3.13 %
600C - Citizen Assist	6	18.75 %
600L - Lift Assist	22	68.75 %
611E - EMS: Dispatched & cancelled en route	1	3.13 %
622 - No incident found on arrival at dispatch address	1	3.13 %
651 - Smoke Odor/Odor of Smoke	1	3.13 %
Total - Good Intent Call	32	13.73 %
7001 - False Alarm - Medical	6	23.08 %
7002 - False Alarm - Fire	6	23.08 %
733 - Smoke detector activation due to malfunction	3	11.54 %
736 - CO detector activation due to malfunction	3	11.54 %
741 - Sprinkler activation, no fire - unintentional	1	3.85 %
743 - Smoke detector activation, no fire - unintentional	1	3.85 %
745 - Alarm system sounded, no fire - unintentional	3	11.54 %
746 - Carbon monoxide detector activation, no CO	3	11.54 %

**WALLED LAKE FIRE DEPARTMENT
APPARATUS/EQUIPMENT
MARCH 2019**

Apparatus	Mileage	Last Month	Total Miles	YTD Miles
Utility 1	53214	50440	2774	4613
Utility 2	52934	52868	66	458
Rescue 1	2057	1884	173	630
Squad 19	13457	13064	393	1133
Engine 23	34510	34487	23	163
Ladder 1	30986	30487	499	630

Training

<p>March 6, 2019 EMS Continue Education Topic: Opioid Overdose Emergencies and Treatment. March 24, 2019 EMS Continue Education Topic: Pediatric Emergencies and Patient Assessment.</p>

Fire Prevention

Re-Inspection	103 Legato	Building Change of Use Inspection
Re-Inspection	1123 E. West Maple	De Leonardo Salon & Spa
Re-Inspection	1017 E. West Maple	Home Interior Warehouse
Re-Inspection	1010 E. West Maple	"White Box"
Plan Review	Tri- A Subdivision	new hydrant locations
Plan Review	1123 E. West Maple	Moonlight Restaurant fire suppression
Total inspections this month	4	
Total inspection this year	10	
Total re-inspection this month	4	
Total re-inspections this year	4	
Violations noted this month	0	
Violations noted this year	18	
Violations corrected this month	3	
Violations corrected this year	3	



City of Walled Lake

April 16, 2019

GOVERNMENT WIDE EXPENDITURES

CHECK NUMBERS: 114831 - 115002
ACH PAYMENTS: March 2019

	<u>Checks</u>	<u>ACH</u>	<u>Total</u>
GENERAL FUND	99,211.53		99,211.53
MAJOR ROADS FUND	13,545.98		13,545.98
LOCAL ROADS FUND	1,002.93		1,002.93
DRUG FORFEITURE	4,984.63		4,984.63
LIBRARY FUND	6,870.19		6,870.19
DEBT SERVICE FUND	-	88,762.50	88,762.50
DDA FUND	625.00		625.00
TRANSPORTATION FUND	117.22		117.22
REFUSE FUND	51,896.96		51,896.96
WATER & SEWER FUND	77,183.79		77,183.79
WATER CAPITAL FUND	-		-
TRUST AND AGENCY	325.00		325.00
MISC. PAYROLL DEDUCTIONS	-		-
ACCRUED INSURANCE LIABILITIES	<u>20,947.47</u>		<u>20,947.47</u>
VENDOR EXPENDITURES	276,710.70	88,762.50	365,473.20

WARRANT REPORT 4-2019

PAGE 2 OF 2

DEPARTMENT	TOTAL	
	OVERTIME	PAY IN LIEU
City Manager (#172)	\$ -	\$ -
City Attorney (#210)	\$ -	\$ 60.00
Finance/ Treasurer (#212 & 253)	\$ -	\$ -
General (#218)	\$ -	\$ -
Clerk (#219)	\$ 64.88	\$ -
Transportation (#588)	\$ -	\$ -
Police (#300)	\$ 1,232.53	\$ 1,150.00
Fire (#335)	\$ 413.19	\$ -
Public Works (#441)	\$ 2,181.56	\$ -
Library (#738)	\$ -	\$ 545.00
	\$ 3,892.16	\$ 1,755.00
EXPENSE ALLOWANCE/REIMBURSEMENTS	\$ 5,756.76	
SALARY & WAGES	\$ 199,507.61	
PAY IN LIEU	\$ 1,755.00	
OVERTIME	\$ 3,892.16	
	\$ 210,911.53	
GROSS PAYMENTS		
EMPLOYER FICA	\$ 15,414.48	
EMPLOYER PENSION	\$ 51,021.44	
EMPLOYER OPEB	\$ 3,081.00	
	\$ 69,516.92	
PAYROLL EXPENSES		
PERSONNEL EXPENDITURES	\$ 280,428.45	
VENDOR EXPENDITURES	\$ 365,473.20	
April 16, 2019	REPORTED EXPENDITURES	\$ 645,901.65

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
 CHECK DATE FROM 03/01/2019 - 03/31/2019
 Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 401							
03/25/2019	PAYAB	165 (E)	HUNTINGTON NATIONAL BANK	DEBT PRIN 2009 LOCAL ROADS	991-007	218	75,000.00
				INTEREST 2009 LOCAL RDS	995-007	218	13,637.50
				CHECK PAYAB 165 (E) TOTAL			<u>88,637.50</u>
03/25/2019	PAYAB	166 (E)	HUNTINGTON NATIONAL BANK	DEBT BANK SERVICE CHARGE	738-000	218	125.00
				Total for fund 401 DEBT SERVICE FUND			88,762.50
			TOTAL - ALL FUNDS				88,762.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
03/08/2019	PAYAB	114832*#	ALLIANCE WINDOW CLEANING	CUSTODIAL MAINTENANCE SUPPLIES/SERVICE	932-000	218	165.00
03/08/2019	PAYAB	114833	ALLIE BROTHERS INC	UNIFORM STRYKE PANTS	731-000	300	74.99
03/08/2019	PAYAB	114834	AUTO ONE OF WIXOM	WINDOW TINT CHARGER	939-000	300	189.95
03/08/2019	PAYAB	114835*#	CITY OF WALLED LAKE	02/01/2019-02/28/2019	932-000	218	84.78
				02/01/2019-02/28/2019	923-000	335	180.15
				02/01/2019-02/28/2019	923-000	441	245.74
				02/01/2019-02/28/2019	923-000	690	24.15
				CHECK PAYAB 114835 TOTAL			<u>534.82</u>
03/08/2019	PAYAB	114836	COMCAST	CITY HALL	920-000	300	14.83
03/08/2019	PAYAB	114837	COMMERCE HEARING CENTER	HEARING EXAMINATION	829-000	300	95.00
03/08/2019	PAYAB	114838	DANS AUTO CLINIC	COOLANT, THERMOSTAT, CHECK ENGINE LIGHT	939-000	300	175.98
				BLOWER MOTOR WHEEL	939-000	300	371.98
				CHECK PAYAB 114838 TOTAL			<u>547.96</u>
03/08/2019	PAYAB	114839	DELGRECO, ANTHONY	TIRE REPAIR	728-000	300	30.00
03/08/2019	PAYAB	114840	DTE ENERGY	1170	921-000	448	3,042.12
03/08/2019	PAYAB	114841*#	FIDELITY SECURITY LIFE INS/EYEMED	HOSPITALIZATION INSURANCE	717-000	736	75.53
03/08/2019	PAYAB	114842	FIRE PENNY	TURBO DRAFT	980-000	335	3,459.56
03/08/2019	PAYAB	114843	GALLS INCORPORATED	5.11 TACTICAL ATAC	731-000	300	134.98
				UNIFORMS	731-000	300	756.13
				CHECK PAYAB 114843 TOTAL			<u>891.11</u>
03/08/2019	PAYAB	114844	GLASER, HILLARY	WITNESS CERTIFICATE	814-001	211	6.00
03/08/2019	PAYAB	114845	GRAPHIK CONCEPTS	DELGRECO MANUFATCURING & SHIPPING	939-000	300	60.12
03/08/2019	PAYAB	114846	HINES PARK FORD INC	TAIL LIGHT	939-000	441	43.88

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
03/08/2019	PAYAB	114848	LEE HORNBERGER	HEARING, STUDY, AND WRITING	815-000	211	1,782.65
03/08/2019	PAYAB	114849	MACDONALD, CYNTHIA	WITNESS CERTIFICATE	814-001	211	6.00
03/08/2019	PAYAB	114850	MURRAYS DISCOUNT AUTO STORES	VEHICLE MAINTENANCE	939-000	441	108.70
				FOR TRUCK 7 - LYNCH PIN	939-000	441	6.00
				CHECK PAYAB 114850 TOTAL			<u>114.70</u>
03/08/2019	PAYAB	114851	NIMBLE SYSTEMS	IT 03062019	936-000	218	4,319.00
03/08/2019	PAYAB	114852*#	OAKLAND COUNTY TREAS CASH BLDG 12	EAST BAY - PRIOR YEAR TAX ADJUSTMENT	403-003	000	20,340.40
				DISPATCH - OAKLAND COUNTY	724-001	300	7,000.87
				DISPATCH - OAKLAND COUNTY	724-001	335	2,333.62
				CHECK PAYAB 114852 TOTAL			<u>29,674.89</u>
03/08/2019	PAYAB	114854	OCCA	OCCA QUARTERLY MEETING	958-000	219	75.00
03/08/2019	PAYAB	114855	OFFICE CONNECTION	NAMEPLATE	727-000	218	43.00
				20962-BINDER	727-000	218	49.27
				11670-INDEX	728-000	218	61.62
				CHECK PAYAB 114855 TOTAL			<u>153.89</u>
03/08/2019	PAYAB	114856	PITNEY BOWES INC	RED INK POSTAGE MACHINE	727-000	218	237.98
03/08/2019	PAYAB	114857	PRINTING SYSTEMS	ELECTION FORMS & SUPPLIES	728-000	262	141.23
				VOTER ID CARDS	728-000	262	115.00
				CHECK PAYAB 114857 TOTAL			<u>256.23</u>
03/08/2019	PAYAB	114858	PROVIDENCE OCCUPATIONAL HEALTH	CHECK UP	829-000	300	526.00
03/08/2019	PAYAB	114859	RAY O'HERRON CO. INC.	ARMORSKIN, POLY, DK, NVY, M/LR FOR CHIEF	731-000	300	88.91
03/08/2019	PAYAB	114860	RIDENOUR, BARRY	LAWN MOWER AND CHAINSAW SHARPENING	933-000	441	252.00
03/08/2019	PAYAB	114861	SHUMAN MOTOR SALES	WEINSTEIN 14 DODGE POLICE	939-000	300	121.00
03/08/2019	PAYAB	114863	STAPLES	OFFICE SUPPLIES	727-000	218	33.90

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				OFFICE SUPPLIES	727-000	218	91.12
				OFFICE SUPPLIES	727-000	218	79.98
				OFFICE SUPPLIES	727-000	218	149.36
				CHECK PAYAB 114863 TOTAL			<u>354.36</u>
03/08/2019	PAYAB	114864	SUBURBAN CHRYSLER	DIFFERENCE FROM INCORRECT PAYMENT CK:	939-000	300	43.95
03/08/2019	PAYAB	114866	TREDROC TIRE SERVICES LLC	TRK33747	939-000	335	174.27
03/08/2019	PAYAB	114867*#	TRI COUNTY CLEANING SUPPLY, INC	OFFICE SUPPLIES	727-000	218	79.74
				OFFICE SUPPLIES	727-000	300	132.90
				OFFICE SUPPLIES	727-000	335	132.90
				OFFICE SUPPLIES	727-000	441	79.74
				CHECK PAYAB 114867 TOTAL			<u>425.28</u>
03/08/2019	PAYAB	114868	TRUCK & TRAILER SPECIALTIES INC	SERVICE LABOR	939-000	441	515.00
03/08/2019	PAYAB	114869	UNIVERSAL LED	NEW CONTROL CARD	933-000	218	450.00
03/08/2019	PAYAB	114870*#	WALLED LAKE POSTAL SERVICE	USPS PERMIT #3	727-001	218	117.50
03/15/2019	PAYAB	114873	BRINDLE MOUNTAIN FIRE APPARATUS	10560 - SALE OF RESCUE 1	673-000	000	950.00
03/15/2019	PAYAB	114875	CRG ELECTRIC LLC	STREET LIGHT NEW CONTRACTOR	933-000	448	1,140.00
03/15/2019	PAYAB	114878	LAKES AREA CHAMBER OF COMMERCE	ANNUAL "STATE OF THE LAKES" LUNCHEON	729-000	218	500.00
03/15/2019	PAYAB	114879	MICHIGAN DEPT. OF COMMUNITY HEALTH	01/01/2019-03/31/2019 AMBULANCE	733-000	335	112.50
03/15/2019	PAYAB	114880	MICHIGAN MUNICIPAL LEAGUE	MEMBERSHIP RENEWAL INVOICE	806-000	218	4,170.00
03/15/2019	PAYAB	114883	NFPA CERTIFICATION DPT.	RECERTIFICATION FEE	806-000	335	150.00
03/15/2019	PAYAB	114884	OXFORD OVERHEAD DOOR SALES CO	LABOR COMMERCIAL AND SHOP SUPPLIES	934-000	335	330.00
03/15/2019	PAYAB	114885	PITNEY BOWES INC	LEASED EQUIPMENT	941-000	218	416.58
03/15/2019	PAYAB	114886	PRINTING SYSTEMS	ELECTION FORMS AND SUPPLIES	728-000	262	71.28
03/15/2019	PAYAB	114887#	SPINAL COLUMN MEDIA GROUP	MBOR LEGAL ADVERTISING	900-000	247	107.25
				ZBA LEGAL ADVERTISING	900-000	247	107.25

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
CHECK PAYAB 114887 TOTAL							272.25
03/15/2019	PAYAB	114888	ULINE	OFFICE SUPPLIES	728-000	335	241.78
03/15/2019	PAYAB	114889	VERIZON WIRELESS	COOMER 1/26-2/23	920-000	335	178.73
03/18/2019	PAYAB	114892*#	MADISON NATIONAL LIFE	INSURANCE - APRIL	718-000	300	266.50
03/18/2019	PAYAB	114893	MDEQ	CSWO TRAINING AND EXAM	958-000	371	95.00
03/19/2019	PAYAB	114894	BENISTAR/UA - 6803	HOSPITALIZATION INSURANCE	717-000	736	495.00
03/19/2019	PAYAB	114895	IMAGE BUSINESS SOLUTIONS-WIXOM	CONTRACT #2375-01	728-000	335	30.00
03/22/2019	PAYAB	114896	ADVANCE PLUMBING &	TJ SHOP	934-000	441	26.58
03/22/2019	PAYAB	114897	AMERICAN ARBITRATION ASSOCIATION	INITIAL ADMINISTRATIVE FEE	815-000	211	200.00
03/22/2019	PAYAB	114898	AT&T MOBILITY	01/18/19-02/17/19	920-000	300	93.55
03/22/2019	PAYAB	114899*#	AXON ENTERPRISE INC	STANDARD BATTERY PACK FOR TASER	980-000	300	440.00
03/22/2019	PAYAB	114900	BARNSCO	GLASSES INVASION CLEAR ANIT-FOG 15530	728-000	441	36.00
03/22/2019	PAYAB	114901	BELLE TIRE	CAR #5607	939-000	300	315.00
03/22/2019	PAYAB	114902*#	BOSS ENGINEERING	TRI-A SUBDIVISION INFRASTRUCTURE	990-001	900	5,500.00
03/22/2019	PAYAB	114903	CANFIELD EQUIPMENT SERVICE, INC.	CONSOLE	939-000	300	270.14
03/22/2019	PAYAB	114904	COMCAST	TELEPHONE/INTERNET SERVICE	920-000	335	29.65
03/22/2019	PAYAB	114905	COMCAST	TELEPHONE/INTERNET SERVICE	920-000	300	106.85
03/22/2019	PAYAB	114906	CONSUMERS ENERGY	0544	922-000	441	1,379.43
03/22/2019	PAYAB	114907	CONSUMERS ENERGY	0577	922-000	218	1,062.68
03/22/2019	PAYAB	114908	CONSUMERS ENERGY	3612	922-000	335	877.90
03/22/2019	PAYAB	114909	DANS AUTO CLINIC	OIL & FILTER	939-000	300	30.99
03/22/2019	PAYAB	114911	DTE ENERGY	5966 8	924-000	448	102.92

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
03/22/2019	PAYAB	114912	DTE ENERGY	7250 5	921-000	732	38.59
03/22/2019	PAYAB	114913	DTE ENERGY	7270 3	921-000	335	715.48
03/22/2019	PAYAB	114914	DTE ENERGY	5954 4	921-000	690	41.19
03/22/2019	PAYAB	114915	DTE ENERGY	5902 3	921-000	690	41.19
03/22/2019	PAYAB	114916	DTE ENERGY	5944 5	921-000	300	733.42
03/22/2019	PAYAB	114917	DTE ENERGY	7213 3	921-000	276	41.19
03/22/2019	PAYAB	114918	DTE ENERGY	7063 6	921-000	218	324.69
03/22/2019	PAYAB	114919	DTE ENERGY	4135 1	921-000	441	46.56
03/22/2019	PAYAB	114920	DTE ENERGY	2470	924-000	448	1,380.20
03/22/2019	PAYAB	114923	DTE ENERGY	7285 1	921-000	690	43.30
03/22/2019	PAYAB	114924	GLENDAL AUTO SUPPLY	COUPLER SAFE.PIN	939-000	441	7.98
03/22/2019	PAYAB	114925	HURON VALLEY GUNS	ZIPPER TEXTRO/EMBROIDERY/BODY SHIELD	731-000	300	406.94
				FORE-TEX CRUISE/EMBROIDERY	807-000	300	309.99
				CHECK PAYAB 114925 TOTAL			<u>716.93</u>
03/22/2019	PAYAB	114926	HURON VALLEY GUNS	POLYESTER ARMORSKIN/TEX TROP	731-000	300	141.98
03/22/2019	PAYAB	114927	IAPE INC	2019 IAPE MEMBERSHIP	806-000	300	50.00
03/22/2019	PAYAB	114928	IMAGE BUSINESS SOLUTIONS-WIXOM	B/W METER, COLOR METER	728-000	335	135.31
03/22/2019	PAYAB	114929	JAY S WITHERELL	HAMAKER/GIBEAU	829-000	300	800.00
				BRANDON DEVITA	829-000	300	400.00
				CHECK PAYAB 114929 TOTAL			<u>1,200.00</u>
03/22/2019	PAYAB	114930	LB OFFICE SUPPLY & FURNITURE	LASR, TONER	727-000	300	209.68
				SANITIZER	727-000	300	55.18
				CHECK PAYAB 114930 TOTAL			<u>264.86</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
03/22/2019	PAYAB	114931#	MADISON ELECTRIC COMPANY	FOR LIGHT TO CH FLAG POLE	934-000	218	41.67
				UNIM250ML5AC3M500K	924-000	448	64.05
				CHECK PAYAB 114931 TOTAL			<u>105.72</u>
03/22/2019	PAYAB	114932	MAGNETIC CONCEPTS	CUSTOMER NUMBER M300678	728-000	335	135.23
03/22/2019	PAYAB	114933	MAMC	APPLICATION FEE & SLINE-IN CERTIFICATE	958-000	219	140.00
03/22/2019	PAYAB	114934	MEGA PRINTING	EASTER EGG HUNGT SIGNS W STAKES, FLYERS	892-000	690	515.20
03/22/2019	PAYAB	114935	MICHIGAN POLICE EQUIPMENT CO	AMMUNITION	728-000	300	656.00
03/22/2019	PAYAB	114936	MICHIGAN STATE POLICE	RICHARD SCOTT/THOMAS GEORGE	829-000	300	60.00
03/22/2019	PAYAB	114937	MURRAYS DISCOUNT AUTO STORES	PURPLE POWER CAR	933-000	335	23.97
03/22/2019	PAYAB	114938#	NIMBLE SYSTEMS	HOURLY SERVICES 12/4/18-3/5/19	936-000	218	304.00
				HOURLY SERVICES 12/4/18-3/5/19	936-000	300	32.00
				HOURLY SERVICES 12/4/18-3/5/19	936-000	335	96.00
				CHECK PAYAB 114938 TOTAL			<u>432.00</u>
03/22/2019	PAYAB	114939#	OFFICE CONNECTION	CITY HALL, FIRE	727-000	218	108.98
				CITY HALL, FIRE	727-000	335	147.76
				CHECK PAYAB 114939 TOTAL			<u>256.74</u>
03/22/2019	PAYAB	114940	OLIVIA DUNNING	2019 EASTER EGG HUNT	892-000	690	375.00
03/22/2019	PAYAB	114941	OXFORD OVERHEAD DOOR SALES CO	LABOR COMMERCIAL, TRASMITTER BUTTON,	934-000	335	284.00
03/22/2019	PAYAB	114942	PAUL SHAKINAS	PRINTER CARTIAGE/DODGE CENTER CONSOLE	728-000	300	83.31
				PRINTER CARTIAGE/DODGE CENTER CONSOLE	939-000	300	175.00
				CHECK PAYAB 114942 TOTAL			<u>258.31</u>
03/22/2019	PAYAB	114945#	SHUMAN MOTOR SALES	AA NUT WHEEL	939-000	300	191.20
				AA COVER WHE	939-000	300	263.24
				200 SSEDAN	939-000	300	21.19
				15 DODGE CHARGER	939-000	300	10.37

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				13 DODGE CHARGER	939-000	300	43.43
				LABOR, PARTS TAG #161	939-000	335	99.88
				CHECK PAYAB 114945 TOTAL			<u>655.23</u>
03/22/2019	PAYAB	114947	SUPER CAR WASH SYSTEMS	02/01/19-02/28/19	939-000	300	99.00
				02/01/19-02/28/19	939-000	300	1.50
				CHECK PAYAB 114947 TOTAL			<u>100.50</u>
03/22/2019	PAYAB	114949	UNIFIRST CORPORATION	RUGS	932-000	218	228.79
03/22/2019	PAYAB	114951	WEINGARTZ	WEED WHIP, KUBOTA, CHAINSAW PARTS	933-000	441	412.22
03/22/2019	PAYAB	114952	WIXOM POLICE DEPARTMENT	HVA EMS EDUCATION	958-000	300	630.00
03/25/2019	PAYAB	114953*#	PRINCIPAL FINANCIAL GROUP	HOSPITALIZATION INSURANCE	717-000	736	274.34
03/26/2019	PAYAB	114954	CITI CARDS	WATER BOTTLES & NEW COFFEE MACHINE	727-000	300	65.63
03/26/2019	PAYAB	114955#	VISA WALLED LAKE SCHOOL EMP FCU	FILING FEE FOR COURT CASE	813-001	211	20.60
				PREZI.COM	728-000	212	228.00
				OFFICE SUPPLIES	727-000	218	86.87
				SOFTWARE MAINTENANCE	936-001	218	63.56
				SOFTWARE MAINTENANCE	936-001	218	259.27
				SOFTWARE MAINTENANCE	936-001	218	150.00
				MAMC BASIC INSTITUTE 3/10/19 - 3/14/19	958-000	219	438.45
				CRIMINAL HISTORY SEARCH	829-003	300	100.00
				SCHEDULING SYSTEM FOR THE FIRE DEPT.	728-000	335	432.00
				CANDY & EGGS FOR SPRING EGG HUNT	892-000	690	106.85
				CHECK PAYAB 114955 TOTAL			<u>1,885.60</u>
03/29/2019	PAYAB	114956	BELLE TIRE	DPW DRIVER: DAN LADD	939-000	441	418.00
03/29/2019	PAYAB	114957*#	BOSS ENGINEERING	PROFESSIONAL FEES-STORMWATER DRAIN	975-005	445	100.00
				FEDERAL AID COMMITTEE MEETING	820-000	801	400.00
				OFFICE HOURS	820-000	801	2,225.00
				PROFESSIONAL FEES-STORMWATER DRAIN	820-000	801	550.00
				TRI-A COMMITTEE ISSUES	990-001	801	100.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				CHECK PAYAB 114957 TOTAL			3,755.00
03/29/2019	PAYAB	114958	CITY OF FARMINGTON HILLS	ATTENDEE REGISTRATION FORM	958-000	335	150.00
03/29/2019	PAYAB	114960	DTE ENERGY	72359	921-000	690	93.13
03/29/2019	PAYAB	114962	DTE ENERGY	CITY WELCOME SIGNS	921-000	732	38.24
03/29/2019	PAYAB	114964	GOYETTE MECHANICAL CO.	CITY HALL	934-001	218	433.43
				CITY HALL	934-001	218	534.38
				CHECK PAYAB 114964 TOTAL			967.81
03/29/2019	PAYAB	114966	KINGSETT LLC D/B/A SPINAL COLUMN	DISPLAY LEGAL ADVERTISING	900-000	262	189.75
03/29/2019	PAYAB	114967	MCDANIEL, CHRISTORIA	WITNESS CERTIFICATE	814-001	211	6.00
03/29/2019	PAYAB	114968*#	MCKENNA ASSOCIATES INC	BUILDING DEPARTMENT	708-002	371	1,050.00
				BUILDING DEPARTMENT	828-000	371	1,393.50
				CHECK PAYAB 114968 TOTAL			2,443.50
03/29/2019	PAYAB	114969	MICHIGAN CROSSROADS COUNCIL	FIRE EXPLORERS REGISTRATION PAYMENT	729-006	335	81.00
03/29/2019	PAYAB	114970	MURRAYS DISCOUNT AUTO STORES	TRUCK	939-000	441	26.98
				TRUCK	939-000	441	23.68
				CHECK PAYAB 114970 TOTAL			50.66
03/29/2019	PAYAB	114972	OFFICE CONNECTION	CITY HALL	727-000	335	59.38
03/29/2019	PAYAB	114974	PROVIDENCE OCCUPATIONAL HEALTH	SERVICE DATE 03/01/2019	829-000	300	526.00
03/29/2019	PAYAB	114975	R&R FIRE TRUCK REPAIR INC.	MAINTENANCE INSPECTION ENGINE	939-000	335	125.00
03/29/2019	PAYAB	114977	WEST SHORE FIRE INC	COMPRESSOR R/M	939-000	335	141.21
04/02/2019	PAYAB	114978*#	FIDELITY SECURITY LIFE INS/EYEMED	HOSPITALIZATION INSURANCE	717-000	736	75.53
04/05/2019	PAYAB	114980*#	ALLIANCE WINDOW CLEANING	CUSTODIAL MAINTENANCE SUPPLIES/SERVICE	932-000	218	165.00
04/05/2019	PAYAB	114981	COMCAST	TELEPHONE/INTERNET SERVICE	920-000	500	14.83

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
04/05/2019	PAYAB	114982	CYNERGY PRODUCTS	LITHIUM POLYMER BATTERY	851-000	335	437.00
04/05/2019	PAYAB	114983	DANS AUTO CLINIC	PWRSTR, POWER STEERING	939-000	300	64.99
04/05/2019	PAYAB	114984	FALCON ASPHALT REPAIR EQUIPMENT	SOYSOLV 2.5 GAL CONTAINERS	728-000	441	166.95
04/05/2019	PAYAB	114986	HURON VALLEY GUNS	POLICE EQUIPMENT	731-000	300	145.46
04/05/2019	PAYAB	114987	IIMC	ANNUAL MEMBERSHIP FEE	806-000	219	330.00
04/05/2019	PAYAB	114988	JAMES COOMER	UPS PACKAGE	727-001	335	11.16
				19032710673422	958-000	335	350.00
				CHECK PAYAB 114988 TOTAL			<u>361.16</u>
04/05/2019	PAYAB	114991	LOWES BUSINESS ACCOUNT	FIRE DEPARTMENT	934-000	335	131.63
				FIRE DEPARTMENTS	934-000	335	120.77
				CHECK PAYAB 114991 TOTAL			<u>252.40</u>
04/05/2019	PAYAB	114992	MCKENNA ASSOCIATES INC	SERVICES 02/01/19-02/28/19	817-000	690	2,000.00
04/05/2019	PAYAB	114993	MICHIGAN ASSOCIATION OF FIRE	WINTER WORKSHOP EXPO INCLUDED	958-000	335	175.00
04/05/2019	PAYAB	114994	MICHIGAN FIRE INSPECTORS SOCIETY	NFPA TEST	958-000	335	350.00
04/05/2019	PAYAB	114995	MICHIGAN POLICE EQUIPMENT CO	AMMUNITION	728-000	300	870.00
04/05/2019	PAYAB	114996	MURRAYS DISCOUNT AUTO STORES	TUBING/BRAKECLEAN/CARB CLEANER	933-000	335	23.11
04/05/2019	PAYAB	114997	NOVI CAR & TRUCK ACC.	PAINT PROTECTION	939-000	300	175.00
04/05/2019	PAYAB	114998	NOW PRINTING CO INC	LABELS GREEN/RED FLOOR	728-000	371	195.00
04/05/2019	PAYAB	114999	PRINTING SYSTEMS	ELECTION FORMS & SUPPLIES	728-000	262	447.41
				593 AV BALLOT OUTER ENVELOPES IMPRINTED	900-000	262	454.88
				AV BALLOT RETURN ENVELOPES	900-000	262	453.45
				CHECK PAYAB 114999 TOTAL			<u>1,355.74</u>
04/05/2019	PAYAB	115000	SAFEWAY SHREDDING	SHREDDING FLAT RATE	829-000	300	120.00

04/08/2019 01:02 PM
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CHECK NUMBER 114831 - 115002
Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
04/05/2019	PAYAB	115001	SHUMAN MOTOR SALES	DODGE CHARGER	939-000	300	121.00
				DODGE CHARGER	939-000	300	45.60
				CHECK PAYAB 115001 TOTAL			<u>166.60</u>
04/05/2019	PAYAB	115002	THE ACCUMED GROUP	EMS BILLING SERVICE FEE	733-000	335	191.40
				EMS BILLING SERVICE FEE	733-000	335	304.14
				CHECK PAYAB 115002 TOTAL			<u>495.54</u>
				Total for fund 101 GENERAL FUND			99,211.53

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR ROAD FUND							
03/08/2019	PAYAB	114831*	AJAX MATERIALS CORPORATION	INFRASTRUCTURE R&M - MINOR	734-000	462	74.18
				INFRASTRUCTURE R&M - MINOR	734-000	462	74.86
				CHECK PAYAB 114831 TOTAL			<u>149.04</u>
03/15/2019	PAYAB	114871*	AJAX MATERIALS CORPORATION	COLD MIX	734-000	462	77.44
03/22/2019	PAYAB	114902*#	BOSS ENGINEERING	DECKER ROAD BETWEEN E. WEST MAPLE AND	820-000	451	7,500.00
				LADD ROAD NORTH OF E. WEST MAPLE ROAD	820-000	451	2,500.00
				CHECK PAYAB 114902 TOTAL			<u>10,000.00</u>
03/22/2019	PAYAB	114944	ROAD COMMISSION OAKLAND CTY	SCATS AND AUTOSCOPE MAINTENANCE INVOICE	802-000	474	57.69
				TRAFFIC SIGNAL MAINTENANCE INVOICE	802-000	474	3,058.46
				CHECK PAYAB 114944 TOTAL			<u>3,116.15</u>
04/05/2019	PAYAB	114979*	AJAX MATERIALS CORPORATION	INFRASTRUCTURE R&M - MINOR	734-000	462	72.25
				INFRASTRUCTURE R&M - MINOR	734-000	462	64.17
				INFRASTRUCTURE R&M - MINOR	734-000	462	66.93
				CHECK PAYAB 114979 TOTAL			<u>203.35</u>
				Total for fund 202 MAJOR ROAD FUND			13,545.98

04/08/2019 01:02 PM
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CHECK NUMBER 114831 - 115002
Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL ROAD FUND							
03/08/2019	PAYAB	114831*	AJAX MATERIALS CORPORATION	INFRASTRUCTURE R&M - MINOR	734-000	462	173.07
				INFRASTRUCTURE R&M - MINOR	734-000	462	174.69
				CHECK PAYAB 114831 TOTAL			<u>347.76</u>
03/15/2019	PAYAB	114871*	AJAX MATERIALS CORPORATION	COLD MX	734-000	462	180.68
04/05/2019	PAYAB	114979*	AJAX MATERIALS CORPORATION	INFRASTRUCTURE R&M - MINOR	734-000	462	168.59
				INFRASTRUCTURE R&M - MINOR	734-000	462	149.73
				INFRASTRUCTURE R&M - MINOR	734-000	462	156.17
				CHECK PAYAB 114979 TOTAL			<u>474.49</u>
				Total for fund 203 LOCAL ROAD FUND			1,002.93

04/08/2019 01:02 PM
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 CHECK NUMBER 114831 - 115002
 Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 265 DRUG FORFEITURE FUND							
03/08/2019	PAYAB	114862*#	SPRINT	CELL PHONE	920-000	400	190.69
03/08/2019	PAYAB	114865	SYMBOLARTS, LLC	WALLED LAKE BADGES	728-000	400	572.75
03/22/2019	PAYAB	114899*#	AXON ENTERPRISE INC	15 FT SMART CARTRIDGE, X2	728-000	399	1,080.00
03/22/2019	PAYAB	114910	DIGIGRAPHX CO	POLICE NAVY POLOS	731-000	399	931.50
03/22/2019	PAYAB	114943#	RAY O'HERRON CO. INC.	7TS ALS LEVEL 3,STX RH,GK 22/TL	731-000	399	254.56
				TACTICAL LED LIGHT	728-000	400	573.34
				CHECK PAYAB 114943 TOTAL			<u>827.90</u>
03/22/2019	PAYAB	114946*#	SPRINT	03/10/19	920-000	400	207.69
03/22/2019	PAYAB	114948	TOM HOLZER FORD, INC	JEEP GRAND CHEROKEE	939-000	399	774.10
03/22/2019	PAYAB	114950	WALLED LAKE POLICE DEPARTMENT	19-1503 & 19-1661			** VOIDED **
03/29/2019	PAYAB	114976	WALLED LAKE POLICE DEPARTMENT	19-1503 & 19-1661	808-001	399	400.00
				Total for fund 265 DRUG FORFEITURE FUND			4,984.63

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
03/08/2019	PAYAB	114832*#	ALLIANCE WINDOW CLEANING	CUSTODIAL MAINTENANCE SUPPLIES/SERVICE	932-000	738	25.00
03/08/2019	PAYAB	114835*#	CITY OF WALLED LAKE	02/01/2019-02/28/2019	923-000	738	169.58
03/08/2019	PAYAB	114852*#	OAKLAND COUNTY TREAS CASH BLDG 12	EAST BAY - PRIOR YEAR TAX ADJUSTMENT	403-003	000	1,723.99
03/08/2019	PAYAB	114867*#	TRI COUNTY CLEANING SUPPLY, INC	OFFICE SUPPLIES	727-000	738	106.32
03/08/2019	PAYAB	114870*#	WALLED LAKE POSTAL SERVICE	USPS PERMIT #3	727-000	738	117.50
03/15/2019	PAYAB	114872	BAKER & TAYLOR	KIDS WHO ARE CHANGING THE WORLD	982-000	738	3.34
				5 BOOKS	982-000	738	22.45
				8 BOOKS	982-000	738	23.38
				CHECK PAYAB 114872 TOTAL			<u>49.17</u>
03/15/2019	PAYAB	114874	BRODART CO	LIBRARY	982-000	738	1,157.21
03/15/2019	PAYAB	114877	INGRAM LIBRARY SERVICES	ORDER ENTRY: D13DL4EH	982-000	738	97.41
				ORDER ENTRY: D15SJ4EH	982-000	738	102.26
				D15Z2VEH	982-000	738	9.91
				D17XCVEH	982-000	738	50.16
				ORDER ENTRY: D17XCVEH	982-000	738	17.32
				ORDER ENTRY: D2CKL5EH	982-000	738	49.03
				ORDER ENTRY N8XTMPEH	982-002	738	48.19
				ORDER ENTRY: D13DL4EH	982-002	738	46.56
				ORDER ENTRY: D13DL4EH	982-002	738	49.60
				N9CNF4EH	982-002	738	68.37
				ORDER ENTRY: N9HD9REH	982-002	738	17.99
				ORDER ENTRY: D15SJ4EH	982-002	738	21.91
				ORDER ENTRY: N9NGT8EH	982-002	738	43.49
				N9PTKXEH	982-002	738	57.58
				ORDER ENTRY: N9XL4KEH	982-002	738	10.78
				ORDER ENTRY: N90D52EH	982-002	738	17.99
				ORDER ENTRY: N91XMJEH	982-002	738	71.57

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
				ORDER ENTRY: N95KJQEH	982-002	738	10.79
				CHECK PAYAB 114877 TOTAL			<u>794.91</u>
03/15/2019	PAYAB	114881	MIDWEST TAPE	LIAR LIAR 3 7D	982-002	738	34.99
				BOHEMN RHP/NOBDYS FOOL	982-002	738	43.48
				CLF GRLS/IOWEU1/FRNT RNR/PRVT WAR/GOT	982-002	738	137.45
				DVD	982-002	738	66.44
				DVD	982-002	738	70.20
				ADB/DVD	982-002	738	62.48
				DVD	982-002	738	29.24
				DVD	982-002	738	29.99
				ADB/BLU	982-002	738	66.23
				ADB	982-002	738	36.99
				CHECK PAYAB 114881 TOTAL			<u>577.49</u>
03/15/2019	PAYAB	114882	NEUTRON	LAV LEMONADE	934-000	738	159.45
03/29/2019	PAYAB	114959	CONSUMERS ENERGY	02/15/2019-03/13/2019	922-000	738	91.16
03/29/2019	PAYAB	114961	DTE ENERGY	ELECTRIC	921-000	738	293.92
03/29/2019	PAYAB	114963	GALE/CENGAGE LEARNING	CELTIC EMPIRE/WOLF PACK	982-000	738	61.58
03/29/2019	PAYAB	114971	NOVI PUBLIC LIBRARY	TRAINING FOR LIBRARY BOARD MEMBERS	958-000	738	50.70
03/29/2019	PAYAB	114973	OFFICE EXPRESS METRO OFFICE	OFFICE SUPPLIES	727-000	738	326.02
04/05/2019	PAYAB	114980*#	ALLIANCE WINDOW CLEANING	CUSTODIAL MAINTENANCE SUPPLIES/SERVICE	932-000	738	25.00
04/05/2019	PAYAB	114989	LIBRARY OF MICHIGAN	BOOK REPAIR WORKSHOP FEE	958-000	738	25.00
04/05/2019	PAYAB	114990	LOBERT, ALYSON	LIBRARY SUPPLIES	900-000	738	1,116.19
				Total for fund 271 LIBRARY FUND			6,870.19

04/08/2019 01:02 PM
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CHECK NUMBER 114831 - 115002
Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 494 DOWNTOWN DEVELOPMENT FUND							
03/29/2019	PAYAB	114957*#	BOSS ENGINEERING	PROFESSIONAL FEES-STORMWATER DRAIN	820-000	895	625.00
Total for fund 494 DOWNTOWN DEVELOPMENT FUND							625.00

04/08/2019 01:02 PM
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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 114831 - 115002
Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 588 TRANSPORTATION FUND							
03/08/2019	PAYAB	114862*#	SPRINT	CELL PHONE	920-000	689	58.61
03/22/2019	PAYAB	114946*#	SPRINT	03/10/19	920-000	689	58.61
Total for fund 588 TRANSPORTATION FUND							117.22

04/08/2019 01:02 PM
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CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK NUMBER 114831 - 115002
Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 590 REFUSE FUND							
03/15/2019	PAYAB	114876	GFL ENVIRONMENTAL USA	RUBBISH PICK UP FOR	827-000	538	25,948.48
04/05/2019	PAYAB	114985	GFL ENVIRONMENTAL USA	RUBBISH PICK UP FOR	827-000	538	25,948.48
Total for fund 590 REFUSE FUND							51,896.96

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 591 WATER AND SEWER FUND							
03/08/2019	PAYAB	114847	JAY PATEL	FINAL BILL FEE	040-000	000	75.54
03/08/2019	PAYAB	114853	OAKLAND SCHOOLS	WALLED LAKE WATER BILLS	900-000	265	1,060.62
03/22/2019	PAYAB	114902*#	BOSS ENGINEERING	CIVIL ENGINEERING SERVICES TO ADDRESS	820-000	533	1,350.00
03/22/2019	PAYAB	114921	DTE ENERGY	5878 5	921-000	265	35.07
03/22/2019	PAYAB	114922	DTE ENERGY	7236 4	921-000	265	60.47
03/29/2019	PAYAB	114965	GREAT LAKES WATER AUTHORITY	DETROIT SERVICE - VARIABLE	928-000	533	28,002.09
				WTR PURCHASE	928-001	533	46,600.00
				CHECK PAYAB 114965 TOTAL			<u>74,602.09</u>
				Total for fund 591 WATER AND SEWER FUND			77,183.79

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 701 TRUST AND AGENCY FUND							
03/29/2019	PAYAB	114957*#	BOSS ENGINEERING	LEON/DECKER/210 OSPREY	263-020	000	50.00
				LEON/DECKER/210 OSPREY	264-001	000	50.00
				CHECK PAYAB 114957 TOTAL			<u>100.00</u>
03/29/2019	PAYAB	114968*#	MCKENNA ASSOCIATES INC	BUILDING DEPARTMENT	265-007	000	225.00
				Total for fund 701 TRUST AND AGENCY FUND			325.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 705 ACCRUED INSURANCE LIABILITIES							
03/08/2019	PAYAB	114841*#	FIDELITY SECURITY LIFE INS/EYEMED	ACCRUED VISION INSURANCE	231-020	000	366.06
03/18/2019	PAYAB	114890	BLUE CARE NETWORK	ACCRUED MEDICAL INSURANCE	231-016	000	14,210.60
03/18/2019	PAYAB	114891	BLUE CROSS BLUE SHIELD OF MICHIGAN	ACCRUED MEDICAL INSURANCE	231-016	000	2,157.93
03/18/2019	PAYAB	114892*#	MADISON NATIONAL LIFE	INSURANCE - APRIL	231-019	000	1,967.13
03/25/2019	PAYAB	114953*#	PRINCIPAL FINANCIAL GROUP	ACCRUED DENTAL PREMIUM	231-017	000	1,879.69
04/02/2019	PAYAB	114978*#	FIDELITY SECURITY LIFE INS/EYEMED	ACCRUED VISION INSURANCE	231-020	000	366.06
Total for fund 705 ACCRUED INSURANCE LIABILITIES							20,947.47
TOTAL - ALL FUNDS							276,710.70

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

MEMORANDUM

TO: City Council Members, City of Walled Lake

FROM: Vahan C Vanerian, City Attorney

DATE: April 11, 2019

RE: *Tree Ordinance Amendment*

Local tree ordinances have increasingly come under attack by property owners and developers challenging the ordinances on various legal grounds, including claims that the ordinances constitute unconstitutional takings without just compensation. In response to these legal challenges, many communities have adopted recent amendments to their tree ordinances. The City's tree ordinance was originally adopted in 1998 with only one minor amendment in 2006 that created a City tree fund. Accordingly, attached for first reading is a proposed amendment to the City's Tree Ordinance that incorporates some common updated provisions adopted by other area communities to address possible legal challenges. The primary features of the proposed ordinance amendment include the following:

- Adopting additional definitions to avoid facial void for vagueness challenges
- Updating provisions related to more recent wide spread tree diseases such as oak wilt and emerald ash borer
- Adopting a statement of purpose and findings to establish legitimate governmental purposes warranting limitations and regulations on tree removal and replacement requirements
- Requiring replacement of protected trees removed during construction or development or payment of monies into the city's tree fund
- Addressing potential legal challenges by providing for limited relief from the requirements under the ordinance if, and only if, the applicant demonstrates an unreasonable undue hardship or upon a showing that compliance is not reasonably feasible due to site specific conditions or circumstances.
- Create consistency with conflicting tree regulations under the City's zoning ordinance

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

ORDINANCE NO. C-345-19

**AN ORDINANCE TO AMEND CHAPTER 86,
“VEGETATION” TO AMEND AND ADOPT
REGULATIONS FOR THE REMOVAL AND PROTECTION
OF TREES WITHIN THE CITY OF WALLED LAKE.**

The City of Walled Lake Ordains:

Section 1 of Ordinance

Chapter 86, “Vegetation”, “Article I. Vegetation in Public Property” is hereby re-captioned and re-titled as “Article I. Vegetation effecting Public Health, Safety and Welfare” and hereby further amended as follows:

Section 86-1 “Definitions” is hereby amended to add and amend the following definitions:

Arborist means an individual who is either a certified arborist by the International Society of Arboriculture (ISA) or has more than five (5) years of demonstrated professional experience as an arborist and who performs all work to ANSI A300 standards.

Damaged tree means a tree that is injured so that it is not a viable tree or may cause harm. Any tree with greater than seventy-five (75) percent of its canopy intact shall be considered viable and healthy. This determination shall be made during the regular growing season. A person or property owner who removes a tree claimed to be damaged bears the burden of proving the tree was in fact damaged. A tree shall be deemed damaged when inspected and determined to be damaged by the department or an Arborist.

Dangerous Tree means any tree determined by the Department to present a danger to the public health, safety or welfare due to the location or condition of any tree or due to other relevant circumstances or conditions.

Dead tree means a tree having no more than zero (0) to fifteen (15) percent of the canopy with leaves. This determination shall be made during the regular growing season. A person or property owner who removes a tree claimed to be dead bears the burden of proving the tree was in fact dead. A tree shall be deemed dead when inspected and determined to be dead by the department or an Arborist.

Diseased tree means a tree that has been determined to have a terminal disease or insect infestation such as, but not limited to, Dutch Elm disease, Oak Wilt or Emerald Ash Borer. A person or property owner who removes a tree claimed to be diseased bears the burden of proving the tree was in fact diseased. A tree shall be deemed diseased when inspected and determined to be diseased by the department or an Arborist.

Drip line means an imaginary vertical line that extends downward from the outer most tips of the tree branches to the ground

Grubbing means the effective removal of under story vegetation from a site which does not included the removal of any trees with a DBH of greater than three inches.

Landmark Tree means a tree designated as a Landmark Tree in section 86-34 of the City Code of Ordinances.

Protected Tree means any tree having a DBH of eight (8) inches or greater excluding any tree variety or species expressly identified as “Undesirable Plant Materials” under the City’s Zoning Ordinance (*See, zoning ordinance sec. 21.35 H.*).

Tree means a self- supporting woody plant with an erect perennial trunk, which at maturity is thirteen feet or more in height, which has a more or less definite crown of foliage.

Trim or Trimming means cutting or removal of tree branches or limbs that does not materially compromise the long-term health or viability of a protected tree.

Undue Hardship means circumstances which make a permitted use, improvement or development of the property in question not reasonably feasible or unreasonably cost prohibitive due to requirements and conditions imposed by this Chapter. A person, property owner or developer claiming a hardship bears the burden of proving an undue hardship.

Section 86-13 “Dutch Elm Disease” is hereby amended in its entirety to read as follows:

Sec. 86-13 Dutch Elm Disease, Oak Wilt and Emerald Ash Borer.

- a) Every elm tree, regardless of species or variety infected with Dutch Elm Disease shall be removed and destroyed; if on public property, within ten (10) days after the department learns of the condition and if on private property, within ten (10) days after the property owner learns of the condition. No person shall possess, sell, give away or transport any elm tree infect with Dutch Elm Disease, nor any part or product therefrom except any wood, branches or root of any afflicted tree may be transported to a proper and approved disposal facility within Oakland county.
- b) Every Oak tree, regardless of species or variety infected with Oak Wilt Disease shall be removed and destroyed; if on public property, within ten (10) days after the department learns of the condition and if on private property, within ten (10) days after the property owner learns of the condition. No person shall possess, sell, give away or transport any oak tree infect with Oak Wilt Disease, nor any part or product therefrom except any wood, branches or root of any afflicted tree may be transported to a proper and approved disposal facility within Oakland county.
- c) Every Ash tree, regardless of species or variety infected with Emerald Ash Borer shall be removed and destroyed; if on public property, within ten (10) days after the

department learns of the condition and if on private property, within ten (10) days after the property owner learns of the condition. No person shall possess, sell, give away or transport any ash tree infect with Emerald Ash Borer, nor any part or product therefrom except any wood, branches or root of any afflicted tree may be transported to a proper and approved disposal facility within Oakland county.

Section 2 of Ordinance

Chapter 86, “Vegetation”, Article II. “Tree Protection Removal and Replacement in Private Property” is hereby amended by adding a new section 86-24 “Purpose” which shall read as follows:

Sec. 86-24. Purpose.

The city finds that rapid growth, the spread of development, and increasing demands upon natural resources have had the effect of encroaching upon, despoiling, or eliminating many of the trees and other forms of vegetation and natural resources and processes associated therewith which, if preserved and maintained, constitute important physical, aesthetic, recreational, and economic assets to existing and future residents of the city. Specifically, the city finds:

- A. That tree growth protects public health through the absorption of air pollutants and contamination, the buffering of excess noise and wind, the screening of undesirable views, the cooling of buildings in summer and insulating buildings in winter
- B. That trees provide for public safety through the prevention of erosion, siltation, and flooding;
- C. That trees and woodland growth are an essential component of the general welfare of the city by maintaining natural beauty, recreational opportunities, wildlife habitat, and irreplaceable heritage for existing and future city residents;
- D. That the provisions of such natural resources is a matter of paramount public concern, as provided by Article IV, Sec. 52 of the Michigan Constitution of 1963, and the Environmental Protection Act, part 17 of Act 451, Public Acts of 1994 (MCL 324.1701, et seq.);
- E. To protect significant individual trees located on sites subject to development during the course of construction of improvements to benefit the development site and buildings on the site.

Therefore, the purposes of this Article are:

- A. To provide for the protection, preservation, replacement, proper maintenance, and use of trees and woodlands located in the city in order to minimize disturbance to them and to prevent damage from erosion, siltation, and flooding;
- B. To protect the woodlands (including trees and other forms of vegetation) of the city for their economic support of local property values when allowed to remain;

- C. To protect the woodlands (including trees and other forms of vegetation) of the city for their significance as large specimens of their species and/or rare and endangered species;
- D. To protect functional strips of vegetation (including fencerows, hedgerows, shrubby borders of streams and public rights-of way, railroad-edge and road-edge) of the city for their significance as travel lanes for wildlife, noise buffer, visual screens, aesthetically pleasing enclosures and vistas for pedestrian and vehicular traffic;
- E. To provide a balanced approach to preserving trees and woodlands, meeting the needs and demands for development and acknowledging the rights of property owners to make permitted use of their property.

Section 3 of Ordinance

Chapter 86, “Vegetation”, Article II. “Tree Protection Removal and Replacement in Private Property” Section 86-25 “Permit Required” is hereby amended in its entirety to read as follows:

Sec. 86-25. Permit Required.

- (a) Except as otherwise provided by this Chapter, no person or property owner shall remove a protected tree or trees or cause a protected tree to be removed in the City without a tree permit issued by the department of planning, building and development (“department”) as provided by this section.
- (b) A tree permit shall be required for the following:
 - 1) The removal, relocation or destruction of any protected tree, except as otherwise exempt under section 86-29.
 - 2) The construction of any structure, the depositing of any materials, land clearing, grubbing or grading within the drip line of any protected tree.

Section 4 of Ordinance

Chapter 86, “Vegetation”, Article II. “Tree Protection Removal and Replacement in Private Property” Section 86-27 “Tree Survey and Superimposed Tree Survey Guidelines” subparagraphs (b)(5) and (6) are hereby amended in their entirety to read as follows:

- (5) All trees required to be identified in the tree survey shall be tagged in the field with identifying numbers, using non-corrosive deterioration resistant tags and shown on the plan with the corresponding number, including trees within twenty feet of property lines and trees affected by road improvements and/or off-site utility work.
- (6) The tree survey shall include a list of all trees on site five (5) inches or greater in caliper measured twelve (12) inches above grade with their corresponding tree inventory

number and disposition. Indicate common name, botanical name, size and condition. The plan shall reference any separate list or document containing this information.

Section 5 of Ordinance

Chapter 86, "Vegetation", Article II. "Tree Protection Removal and Replacement in Private Property" Section 86-27 "Tree Survey and Superimposed Tree Survey Guidelines" subparagraphs (c)(3) is hereby amended in its entirety to read as follows:

(3) The total number of trees on site five (5) inches or greater in caliper measured twelve (12) inches above grade, the total number of trees to be removed measuring five (5) inches or greater in caliper measured twelve inches above grade, and the total number of replacements trees required to be planted on site shall be indicated on the plan in table form.

Section 6 of Ordinance

Chapter 86, "Vegetation", Article II. "Tree Protection Removal and Replacement in Private Property" Section 86-29 "Exemptions" is hereby amended in its entirety to read as follows:

Sec. 86-29. Exemptions.

The following are exempt from the provisions of this Article:

- (1) Trees determined to be dangerous, dead, diseased or damaged by the department or an Arborist;
- (2) The removal of two protected trees per calendar year other than Landmark trees, on occupied one-family residential lots.
- (3) On occupied one-family residential lots an acre or more in area, the removal of eight protected trees per calendar year or not more than ten percent of the total number of trees on the lot, whichever is less. This exemption shall not apply to Landmark trees.
- (4) Trees determined by the department or Arborist to have a health condition factor less than 16 per section 86-35.

Section 7 of Ordinance

Chapter 86, "Vegetation", Article II. "Tree Protection Removal and Replacement in Private Property" Section 86-31 "Tree Replacement or Relocation during Land Development" is hereby amended in its entirety to read as follows:

Sec. 86-31. - Tree Replacement or Relocation during Land Development.

- (a) As a condition of granting a tree permit, the permit grantee shall either relocate or replace protected trees on the same site as follows:

TREE REPLACEMENT* SCHEDULE FOR
ALL DEVELOPMENTS

Protected Trees to be removed	Percent of Tree Replacement	Max Required
1- 50	100%	50
51-100	50%	75
Over 100**	30%	75 +

* Replacement trees may include required parking lot trees and in subdivision and site condominiums may include required street trees and landscape trees required under an approved Landscape Plan.

** All trees removed over 100 protected trees shall be replaced at 30%. Example: 130 protected trees to be removed, to be replaced by: 75 replacements for first 100 trees plus 30% of 30 trees (75+9=84) replacement trees required.

(b) The planning commission may approve trees which are smaller in caliper size in situations where the intent is to recreate or create a densely-wooded area or wood lot. Such groupings of trees shall consist of tightly-grouped trees and shall be a minimum one-inch caliper and shall be used only in situations and locations where it is appropriate to create a densely-wooded effect. Spacing between trees shall be approved by the planning commission.

(c) Upon a showing by an applicant that relocation or replacement on site is not feasible or will impose an undue hardship, the local body or official with final site plan approval authority may: 1) modify the replacement requirements under this section in a manner it deems appropriate to mitigate any undue hardship or feasibility concerns, and/or; 2) substitute a reduced number of greater sized replacement trees, and/or; 3) require replacement trees at another location on public property in the city, and/or; 4) require the applicant to pay into a city tree fund monies for tree replacement in an amount equal to the current market value of the replacement that would otherwise be required. Monies in the city tree fund shall be utilized for the planting of trees within the city.

(d) All replacement trees shall measure two-inch caliper for deciduous trees, eight-foot height for evergreen trees, or greater. Replacement trees shall have shade potential and other characteristics comparable to the protected tree proposed for removal and shall be State Department of Agriculture Nursery Grade No. 1 stock or better. Replacement trees shall be planted per city specifications and be guaranteed for one year.

(e) When landmark trees are permitted to be removed, replacement trees shall be provided to a minimum of 25 percent of DBH of the tree to be removed. Replacement trees, measured in

DBH or calipers, shall be provided either individually or on a cumulative basis to meet the 25 percent DBH requirement.

(f) The applicant shall be required to replace trees originally indicated and intended to be saved when such trees are excessively damaged or removed in violation of an approved site plan or tree permit during construction to the extent that it puts the tree at risk of death as determined by the department. The replacements shall have at least equal shade potential and other characteristics comparable to those of the damaged trees and be a minimum five-inch caliper, excluding landmark trees. Landmark trees shall be replaced at 100 percent DBH on an individual or cumulative basis using minimum five-inch caliper stock.

(g) Trees required to be planted shall be in place and properly supported prior to the issuance of a final certificate of occupancy. The center of said trees shall not be located closer than four feet to any property line or ten feet to any utility line.

(h) All trees relocated or planted as replacements shall exhibit a normal live growth cycle to comply with section 21-35(f)(4) of the city zoning ordinance.

(i) The planning commission or the city council may require the submission of a tree replacement plan for review in accordance with the provisions of this chapter.

(j) Tree replacement, relocation, preservation, or removal regulation under this Article shall supersede any conflicting regulation(s) under the City's zoning ordinance.

Section 8. 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 9. 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 10. 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 11. 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 _____, 2019, 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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WALLED LAKE TO WITHDRAWN FROM THE COMMERCE,
WALLED LAKE, AND WIXOM TRAILWAY MANAGEMENT
COUNCIL

Proposed RESOLUTION 2019-2

At its 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 15th day of January 2019 at 7:30 p.m.

WHEREAS, Commerce, Walled Lake, and Wixom established a Trailway Management Council by Interlocal Agreement pursuant to Act 7, Michigan Public Act of 1967, as amended and part 721 of Act 451, Michigan Public Acts of 1994, as amended; and

WHEREAS, Section 9 of the Interlocal Agreement of the Commerce, Walled Lake, and Wixom Trailway Management Council states that “any party may withdraw from the Council at any time upon the adoption of a resolution to that effect by the Party’s governing body...”.

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

Section 1. The City of Walled Lake hereby withdraws from the Trail Council pursuant to Section 9 of the Interlocal Agreement.

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
CITY OF WALLED LAKE

A RESOLUTION TO APPROVE BALLOT LANGUAGE FOR THE
RENEWAL AND EXTENSION OF THE EXISTING PUBLIC
SAFETY MILLAGE

Proposed RESOLUTION 2019-14

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 16th day of April 2019, at 7:30 p.m.

WHEREAS, pursuant to the City Charter, the City of Walled Lake has the authority to levy and collect taxes; and

WHEREAS, at the August 5, 2014 election, City voters approved a public safety millage in an amount not to exceed 3.95 mills (\$3.95 on each \$1,000 of taxable value) for operating, equipping and purchasing for the Public Safety Department and any other Fire or Police purpose authorized by law; and

WHEREAS, the current approved public safety millage is due to expire at the end of the current year, 2019; and

WHEREAS, the City is facing significant expenditures in the near future to fund aging and failing City roads, water and sewer systems and other City infrastructure; and

WHEREAS, due to the need for continued support and funding for the Public Safety Department which includes the Fire and Police Departments, continuation and extension of the current public safety millage is fiscally imperative; and

WHEREAS, the City desires to ask voters to approve a ballot proposal renewing and extending the current public safety millage in an amount not to exceed 3.95 mills (\$3.95 on each \$1,000 of taxable value) for ten years, 2020 to 2029 inclusive, for operating, equipping and purchasing for the Public Safety Department and any other Fire or Police purpose authorized by law; and

WHEREAS, the City has determined that the renewal and extension of the current public safety millage is in the best interest of the public health, safety and welfare of the City residents.

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

Section 1. The City Council resolves to present to the electors of the City of Walled Lake at the August 6, 2019 election, a proposed renewal and extension of the current public safety millage due to expire at the end of 2019 as described in the following ballot language:

PUBLIC SAFETY MILLAGE RENEWAL

Shall the City be authorized to continue to levy an amount not to exceed 3.95 mills (\$3.95 on each \$1,000 of taxable value) on all taxable real and tangible personal property within the City of Walled Lake for a period of ten (10) years, 2020 to 2029 inclusive, for continued exclusive use to provide funds to staff, equip, maintain and operate the Public Safety Department and for any other Fire, Police, or Public Safety purposes authorized by law after the public safety millage approved in 2014 expires in 2019?

If approved, the maximum rate amount of the renewed and extended millage (3.95 mills) shall not exceed the maximum rate amount of the current public safety millage (3.95 mills) due to expire at the end of 2019. The revenue the City expects to collect if the millage is approved and levied in the 2020 calendar year is estimated to be \$830,155. An incremental portion of this revenue may be subject to capture by the Walled Lake Downtown Development Authority under applicable state laws.

Yes _____
No _____

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to promptly submit this resolution along with the above ballot language and the petition to the County Clerk; and

BE IT FURTHER RESOLVED any resolution inconsistent with this resolution is hereby rescinded.

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

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION TO AUTHORIZE A SPECIAL ELECTION ON
AUGUST 6, 2019 TO VOTE ON A BALLOT PROPOSAL FOR
RENEWING AND EXTENDING THE PUBLIC SAFETY
MILLAGE

Proposed RESOLUTION 2019-15

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 16th day of April 2019, at 7:30 p.m.

WHEREAS, pursuant to section 3.6 of the Walled Lake City Charter, Special City elections shall be held when called by resolution of the City Council setting forth the purpose of such election; and

WHEREAS, at the August 5, 2014 election, City voters approved a public safety millage in an amount not to exceed 3.95 mills (\$3.95 on each \$1,000 of taxable value) for operating, equipping and purchasing for the Public Safety Department and any other Fire or Police purpose authorized by law; and

WHEREAS, the current approved public safety millage is due to expire at the end of the current year, 2019; and

WHEREAS, the City is facing significant expenditures in the near future to fund aging and failing City roads, water and sewer systems and other City infrastructure; and

WHEREAS, due to the urgent need for continued support and funding for the Public Safety Department which includes the Fire and Police Departments, continuation and extension of the current public safety millage is fiscally imperative; and

WHEREAS, the City desires to ask voters to approve a ballot proposal renewing and extending the current public safety millage in an amount not to exceed 3.95 mills (\$3.95 on each \$1,000 of taxable value) for ten years, 2020 to 2029 inclusive, for operating, equipping and purchasing for the Public Safety Department and any other Fire or Police purpose authorized by law; and

WHEREAS, the City has determined that the renewal and extension of the current public safety millage is in the best interest of the public health, safety and welfare of the City residents.

WHEREAS, section 635 of the Michigan Election Law, *MCL 168.635*, authorizes a special election for submission of a proposition on any regular election date which includes the first Tuesday after the first Monday in August pursuant to section 641 of the Michigan Election Law, *MCL 168.641(1)(b)*.

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

Section 1. The City Council calls that a Special Election shall be held on the first Tuesday following the first Monday in August 2019 for the purpose of presenting to the electors of the City of Walled Lake a ballot proposition to renew and extend the current public safety millage due to expire at the end of 2019.

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

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

LINDA S. ACKLEY
Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF WALLED LAKE AND MICHIGAN MUTUAL AID
BOX ALARM SYSTEM ASSOCIATION (MI-MABAS) AND TO
AUTHORIZE THE CITY MANAGER TO EXECUTE THE INTER-
LOCAL AGREEMENT

Proposed RESOLUTION 2019-16

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 16th day of April 2019 at 7:30 p.m.

WHEREAS, the City of Walled Lake acknowledges that emergencies requiring a large number of trained public safety personnel and specialized emergency equipment sometimes exceed the ability of any community to cope effectively with them; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, provide that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, or authority that agencies share in common and might each exercise separately; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement (Exhibit A) to secure and to each the benefits of mutual aid in fire protection, suppression, rescue and rescue emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, equipment, personnel, and/or services provided pursuant to this Agreement absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours; and

WHEREAS, the requests for a response from any MI-MABAS Special Operations Team shall require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident

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 agree to participate in the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) agreement and to give effect to its provisions to the best of its ability.

Section 2. The City Manager is authorized and directed to sign the Michigan Mutual Aid Box Alarm System Association Agreement attached as Attachment 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

**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION
AGREEMENT**

Effective Date: _____

BETWEEN

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

- C. “Party” means a political subdivision which has entered into this Agreement as a signatory;
- D. “Requesting Party” means any Party requesting assistance under this agreement;
- E. “Assisting Party” means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. “Emergency” means an occurrence or condition in a Party’s jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. “Disaster” means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- H. “Serious Threats to Public Health and Safety” means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

- I. “Division” means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. “Training” means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. “Executive Board” means the governing body of MI-MABAS composed of Division representatives.
- L. “Effective Date” means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

SECTION THREE

Establishment of the Association, the Divisions and Executive Board of MI-MABAS

A. Establishment of the Association

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is “Michigan Mutual Aid Box Alarm System Association”.

3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association (“Principal Office”) shall be at such locations determined by the MI-MABAS Executive Board.

B. Establishment of the Executive Board.

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.
- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid

rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.

- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for

Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement 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 Agreement.

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date

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 2020-2022

Proposed RESOLUTION 2019-17

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 16th day of April 2019 at 7:30 p.m.

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

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

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

NOW, THEREFORE BE IT RESOLVED, 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 2019-2020 for the sum of \$14.54 for each real property description and \$12.93 for each personal property description; contract years 2020-2021 for the sum of \$14.69 for each real property description and \$13.06 for each personal property description; and contract years 2021-2022 for the sum of \$14.84 for each real property description and \$13.19 for each personal property description.

Section 2. Authorizes the City Manager to execute and sign the agreement, a copy of which is attached as Attachment 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 E. West Maple Road, Walled Lake, Michigan, 48390-0099 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

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

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

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

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

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

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

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

- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. "Equalization Division Assistance Services" or "Services", to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2019 to June 30, 2022 as required by laws of the State of Michigan. The County agrees to make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
- 2.2. PURPOSE OF COUNTY "SERVICES". The Parties agree that the purpose of any and all "Equalization Division Assistance Services" or "Services" to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official

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

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

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

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

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

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

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

§3. TERM OF CONTRACT. The Parties agree that the term of this Contract shall begin on the effective date of this Contract, as otherwise provided herein, and shall end on June 30, 2022, without any further act or notice from either Party being required. Any and all County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

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

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

- 4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 4.3. The Parties agree that the Municipality shall at all times remain responsible for the ultimate completion of any and all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.
- §5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of any and all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.
- 5.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.
- §6. PAYMENT SCHEDULE. In consideration of the promises set forth in this Contract, the Municipality agrees to pay to the County during the life of this Contract: For the contract year 2019-2020 the sum of \$14.54 for each real property description and \$12.93 for each personal property description rendered; for the contract year 2020-2021, the sum of \$14.69 for each real property description and \$13.06 for each personal property description rendered; and finally, for the contract year 2021-2022 the sum of \$14.84 for each real property description and \$13.19 for each personal property description. Payment for the contract year 2019-2020 is payable on or before July 1, 2020, payment for the contract year 2020-2021 is payable on or before July 1, 2021 and payment for the contract year 2021-2022 is payable on or before July 1, 2022.

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

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

liability whatsoever, any County services or performance obligations under this Contract.

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

7.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.

7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

7.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication)

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

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

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

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

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

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

Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

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

shall also be filed with the office of the Clerk of the County and the Clerk for the City of Walled Lake.

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

any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

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

IN WITNESS WHEREOF, L. Dennis Whitt, City Manager of the City of Walled Lake hereby acknowledges that he has been authorized by a resolution of the Governing Body of the City of Walled Lake, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Walled Lake to the terms and conditions of this Contract.

EXECUTED: _____ DATE: _____
L. Dennis Whitt, City Manager
City of Walled Lake

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

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

EXECUTED: _____ DATE: _____
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 TO AMEND UTILITY BILLING
FREQUENCY FROM MONTHLY TO QUARTERLY

Proposed RESOLUTION 2019-18

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 16th day of April 2019 at 7:30 p.m.

WHEREAS, the City of Walled Lake (City) currently provides periodic billings for utility users for water, sewer, and refuse, as well as other miscellaneous utility fees, on a monthly basis; and

WHEREAS, the City ordinance section 82-68 states that the city council shall establish by resolution the period of which bills for water user charges, debt service fees and other periodic charges shall be sent, which in no event shall be not less than quarterly; and

WHEREAS, on October 16th, 2018 the City Council passed resolution 2018-47 to enter into an agreement with Oakland County Water Resource Commission (WRC) for operations and maintenance of the City of Walled Lake Water Supply System, which includes computing, billing, and processing of payments in the scope of services provided; and

WHEREAS, WRC has quoted the City the cost to continue billing on a monthly basis verses changing to a quarterly basis; and

WHEREAS, the cost differential for the City's utility customers is a savings of approximately \$100,000 per year;

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 hereby agrees to begin quarterly utility billing to financial benefit users.

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
CITY OF WALLED LAKE

A RESOLUTION TO APPROVE OAKLAND COUNTY WATER
RESOURCE COMMISSION (WRC) FOR OPERATIONS TO
INCLUDE COLLECTION OF REFUSE AND RECYCLING
FEES AS PART OF THE BILLING OPERATION

Proposed RESOLUTION 2019-19

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 16th day of April 2019 at 7:30 p.m.

WHEREAS, the City entered into an agreement with Oakland County Water Resource Commission for operation and maintenance of the water supply system as per Resolution 2018-47 at the Regular Meeting of October 16, 2018; and

WHEREAS, part of the operations includes utility billing and fee collection and currently the City billing and fee collection includes not only the water and sewer fees but also the monthly refuse and recycling fees; and

WHEREAS, to provide continuity of billing, the transition of the refuse and recycling fee collection also needs to be included as part of WRC's operation of billing.

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 hereby agrees to have Oakland County Water Resource Commission bill and collect for refuse and recycling fees as part of the billing operations.

Section 2. The Council authorizes the City Manager to execute an amendment to the operation and maintenance agreement between the City and WRC to include billing, collection and disbursement of funds to the City for refuse and recycling fees to provide payment of services to vendor.

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
CITY OF WALLED LAKE

A RESOLUTION AMENDING THE OPERATING AND
CAPITAL BUDGET APPROPRIATION OF FUNDS FOR
FISCAL YEAR 2018-2019

Proposed RESOLUTION 2019-20

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 16th day of April 2019 at 7:30 p.m.

WHEREAS, in compliance with the Act 2 of 1968, Uniform Budgeting and Accounting Act of the State of Michigan, Section 17 states that a legislative body of the local unit shall amend the general appropriations act as soon as it becomes apparent; and

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

WHEREAS, the Downtown Development Authority approved a budget amendment at a regular meeting of the board on April 9, 2019 at 4:00 p.m. under Resolution 2019-1 as Attachment A that allows appropriations on several projects that will aid in the economic growth of the downtown district; and

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

Section 1. The general appropriations of the City of Walled Lake for the fiscal year beginning July 1, 2018 and ending June 30, 2019, for the following fund be amended and approved as attached hereto:

Downtown Development Authority	\$579,300
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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
CITY OF WALLED LAKE

A RESOLUTION OF THE DOWNTOWN DEVELOPMENT
AUTHORITY (DDA) AMENDING THE OPERATING AND
CAPITAL BUDGET APPROPRIATION OF FUNDS FOR
FISCAL YEAR 2019-2020

DDA PROPOSED RESOLUTION 2019-1

At a 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 9th day of April 2019 at 4:00 p.m.

WHEREAS, the Chairman of the DDA has expressed his opinion to the board that funding should be provided by the DDA on several projects, including the match for grants received, aids in the economic growth of the downtown district; and

WHEREAS, pursuant to Section 125.4207 Sec. 207. (1) (c) the new powers of the board provide that the board may plan and propose the construction, renovation of a public facility which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the downtown district, and

WHEREAS, pursuant to Section 26-32 (3) of the City's Code of Ordinances, the downtown development authority is charged with the following duties subject to the approval of the city council, may plan and propose the construction, renovation of a public facility which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the downtown district; and

WHEREAS, the City Manager, Finance Director, DDA Managing Director, and the DDA Chairman and board, during the course of the year, reviewed and approved expenditures against the Downtown Development Authority budget appropriations; and

WHEREAS, pursuant to Chapter 8, Section 8.4 of the City Charter, the City Manager and Finance Director have reviewed the relation between the estimated and actual revenues and expenditures and anticipate additional costs for fiscal year 2019; and

WHEREAS, at a regularly scheduled board meeting on March 12, 2019 the DDA board discussed and passed a motion to purchase energy efficient LED light bulbs to replace the current high-pressure sodium light bulbs; and

WHEREAS, resurfacing Decker Road, between Maple Road and 14 Mile Road, is part of the City's infrastructure plan; and

WHEREAS, the City of Walled Lake submitted a grant with the Oakland County Federal Aid Committee to help finance the cost of the construction; and

WHEREAS, the Federal Aid Committee awarded the City of Walled Lake the grant which will provide eighty percent of the funds necessary to complete the project, in the amount of \$1,089,168.94; and

WHEREAS, the City must provide twenty percent matching funds in the amount of \$272,292.24; and

WHEREAS, constructing sidewalks along Decker Road, between Maple and 14 Mile Road, is part of the City's public safety and infrastructure plan; and

WHEREAS, the City's plan includes replacing crumbling asphalt sidewalks with concrete material, meeting current engineer standards; and

WHEREAS, coordinating the completion of sidewalks with the resurfacing of the Decker Road project will provide additional cost savings; and

WHEREAS, Decker Road is a major throughway leading to the City's downtown district; and

WHEREAS, the DDA board has discussed funding the City match for the grant received for the rehabilitation of Decker Road, as well as the sidewalk project; and

WHEREAS, the DDA board has discussed funding the personnel costs for upgrading the City's and DDA's social media presence.

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

Section 1. Pursuant to the powers of the DDA board outlined in MCL 125, the DDA board finds that the proposed construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of the public facility known as Decker Road and sidewalks is necessary and appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the downtown district.

Section 2. The DDA board approves appropriations for the required financial match for the Decker Road rehabilitation project from the DDA fund capital budget.

Section 3. The DDA board approves appropriations for constructing sidewalks along Decker Road from the DDA fund capital budget.

Section 4. The DDA board finds that the purchase of LED light bulbs, all retrofitting material, and personnel cost required for maintenance of the City's streetlighting aids in the economic growth of the downtown district and approves appropriations for that purpose.

Section 5. The DDA board finds that funding the personnel costs for upgrading the City’s and DDA’s social media presence aids in the economic growth of the downtown district and approves appropriations for that purpose.

Section 6. The general appropriations for the DDA board for the fiscal year beginning July 1, 2018 and ending June 30, 2019 be amended and approved as attached as Exhibit “A”.

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

AYES: (8) Blair, Fernandes, Lublin, Marshall, Shuman, Wlodarczyk, Atwell, Ambrose

NAYS: (0)

ABSENTS: (3) Ackey, Allen, Easter

ABSTENTIONS: (0)

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

MIRANDA E. GROSS
Deputy City Clerk

CASEY AMBROSE
Chairman

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION APPROVING A WAIVER APPLICATION AND PLAN FOR THE CITY OF WALLED LAKE'S DEFINED BENEFIT PENSION RETIREMENT TO BE SUBMITTED TO THE MICHIGAN DEPARTMENT OF TREASURY AS REQUIRED UNDER PUBLIC ACT 202 OF 2017

Proposed RESOLUTION 2019-21

At its 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 16th day of April 2019 at 7:30 p.m.

WHEREAS, the State of Michigan Department of Treasury has implemented Public Act 202 of 2017, known as Protecting Local Government Retirement and Benefits Act, requiring local units of government to annually report retirement pension benefit funding ratios of retirement systems using Form 5572 Local Government Retirement System Annual Report; and

WHEREAS, if a local government determines the retirement pension benefit funding ratio to be below sixty percent (60%) and has a greater than ten percent (10%) actuarially determined contribution (ADC), than a corrective action plan (CAP) is required to be submitted to the State of Michigan Department of Treasury; and

WHEREAS, the Michigan Department of Treasury will review an application for waiver of the CAP if a prior action plan by the local government can be demonstrated; and

WHEREAS, in 1992 the City of Walled Lake (City) adopted a pension plan within the Michigan Employees Retirement System of Michigan (MERS); and

WHEREAS, the City has submitted the required Local Government Retirement System Annual Report (Form 5572) for 2018 which reported an unfunded liability ratio of 31.9% and an ADC of 14.2%; and

WHEREAS, the City has a prior plan to reduce pension unfunded liability which is outlined in Attachment A.

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 does hereby approve the attached Application for Waiver and Plan, a Defined Benefit Pension Retirement Systems Plan.

Section 2. The Council authorizes the City Administrator to submit said Waiver (attachment A) to the Michigan Department of Treasury.

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

Protecting Local Government Retirement and Benefits Act

Application for Waiver and Plan:

Defined Benefit Pension Retirement Systems

Issued under authority of Public Act 202 of 2017.

1. MUNICIPALITY INFORMATION

Local Unit Name: _____ Six-Digit Muni Code: _____

Defined Benefit Pension System Name: _____

Contact Name (Administrative Officer): _____

Title if not Administrative Officer: _____

Email: _____ Telephone: _____

2. GENERAL INFORMATION

Application for Waiver and Plan: This Application for Waiver and Plan may be filed by any local unit of government with at least one defined benefit pension retirement system that has triggered a preliminary review of underfunded status. In accordance with Public Act 202 of 2017 (the Act), if the state treasurer determines that the underfunded status is adequately being addressed by the local unit of government, the state treasurer shall issue a waiver of the determination of underfunded status. If requesting a waiver, you must submit a separate and unique application for each underfunded retirement system as determined by the *2017 Retirement System Annual Report (Form 5572)*.

Due Date: The local unit of government has **45 days from the date of notification** to complete and file the Application for Waiver and Plan. Failure to file within 45 days will result in a determination of underfunded status for your local unit of government as defined by the Act, and your local unit of government will be required to submit a corrective action plan to the Municipal Stability Board for approval.

Filing: This Application for Waiver and Plan must be approved by the local government's administrative officer and its governing body. **You must provide proof of your governing body approving this Application for Waiver and Plan and attach the documentation as a separate PDF document.** Failure to provide documentation that demonstrates approval from your governing body will automatically result in a denial of the waiver application.

The completed application must be submitted via email to LocalRetirementReporting@michigan.gov. **If you have multiple underfunded retirement systems, you are required to complete separate applications and send a separate email for each underfunded system.** Please attach each application as a separate PDF document in addition to all applicable supporting documentation.

The subject line of the email(s) should be in the following format: **Waiver-2017, Local Unit Name, Retirement System Name** (e.g. Waiver-2017, City of Lansing, Employees' Retirement System Pension Plan). Treasury will send an automatic reply acknowledging receipt of the email. Your individual email settings must allow for receipt of Treasury's automatic reply. This will be the only notification confirming receipt of the application(s).

Considerations for Waiver: A successful Application for Waiver and Plan will demonstrate what your local unit **has already done** to adequately address its underfunded status. Prospective solutions will not be granted merit in determining the outcome of the waiver application (e.g. future amendments to collective bargaining agreements, upcoming millage proposals, potential budget changes, etc.). However, Treasury may consider additional ongoing funding dedicated to your retirement system if those commitments have been formally enacted by the governing body and can be documented. Section three of this waiver application allows the local unit of government to enter a brief description

of prior actions that have already been implemented to adequately address its underfunded status. For purposes of Sec. 6.(1) of the Act, this application will also be considered the plan.

Underfunded status for a defined benefit pension system is defined as being less than 60% funded according to the most recent audited financial statements, and, if the local unit of government is a city, village, township, or county, the actuarially determined contribution for all of the defined benefit pension retirement systems of the local unit of government is greater than 10% of the local unit of government's annual governmental fund revenues, based on the most recent fiscal year.

3. DESCRIPTION OF PRIOR ACTIONS

Prior actions are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the prior actions implemented by the local government to address the retirement system's underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funded status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement **system** as a whole.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what has the local unit of government done to improve its underfunded status, and where can we find the proof of these changes in the supporting documentation?).

Note: Please provide the name of the system impacted, the date you made the change, the relevant page number(s) within the supporting documentation, and the resulting change to the system's funded ratio.

Category of Prior Actions:

- System Design Changes** - System design changes may include the following: Lower tier of benefits for new hires, final average compensation limitations, freeze future benefit accruals for active employees in the defined benefit system, defined contribution system for new hires, hybrid system for new hires, bridged multiplier for active employees, etc.

Sample Statement: *The system's multiplier for current employees was lowered from 2.5X to 2X for the **General Employees' Retirement System** on **January 1, 2017**. On page **8** of the attached actuarial supplemental valuation, it shows our funded ratio will be **60%** by fiscal year **2020**.*

Enter System Design Statement here:

- Additional Funding** – Additional funding may include the following: voluntary contributions above the actuarially determined contribution, bonding, millage increases, restricted funds, etc.

Sample Statement: *The local unit provided a lump sum payment of **\$1 million** to the **General Employees' Retirement System** on **January 1, 2017**. This lump sum payment was in addition to the actuarially determined contribution (ADC) of the*

system. The additional contribution will increase the retirement system's funded ratio to **61% by 2025**. Please see page **10** of the attached enacted budget, which highlights this contribution of **\$1 million**.

Enter Additional Funding Statement here:

- Other Considerations** – Other considerations may include the following: outdated Form 5572 information, enterprise fund revenue considerations, actuarial assumption changes, amortization policy changes, etc.

Sample Statement: *The information provided on the Form 5572 from the audit used actuarial data from **2015**. Attached is an updated actuarial valuation for **2017** that shows our funded ratio has improved to **62%** as indicated on page **13**.*

Sample Statement: ***50%** of our retirement liabilities are attributable to employees within our enterprise divisions as shown in the attached analysis, yet we could not include enterprise revenue as part of our governmental funds. The attached analysis shows that our revenue ratio (ADC / Total Governmental Funds) would only be **5%** when including enterprise funds within the calculation.*

Enter Other Considerations Statement here:

4. DOCUMENTATION ATTACHED TO THIS WAIVER APPLICATION AND PLAN

Documentation must be attached as a .pdf to this waiver application. The documentation must demonstrate the prior actions that have already been implemented to adequately address the local unit of government's underfunded status. Please ensure this documentation directly supports and highlights the systems funded ratio as entered in section three of the waiver application above. Please check all documents that are included as part of this application and attach in successive order as provided below:

Naming convention: when attaching documents please use the naming convention shown below. If there is more than one document in a specific category that needs to be submitted, include a, b, or c for each document. For example, if you are submitting two supplemental valuations, you would name the first document "Attachment 2a" and the second document "Attachment 2b".

Continued on Page 4.

Page 3

Naming Convention

- Attachment – 1
- Attachment – 1a
- Attachment – 2a
- Attachment – 3a
- Attachment – 4a
- Attachment – 5a
- Attachment – 6a
- Attachment – 7a

Type of Document

This Waiver Application and Plan (Required)

Documentation from the governing body approving the Waiver Application and Plan (Required)

Actuarial Analysis (annual valuation, supplemental valuation, projection)

Internally Developed Projection Study

Documentation of additional payments in past years that is not reflected in your audited financial statements (e.g. enacted budget, system provided information).

Documentation of commitment to additional payments in future years (e.g. resolution, ordinance)

A plan that the local unit has already approved to address its underfunded status, which includes documentation of prior actions and the positive impact on the system’s funded ratio

Other documentation, not categorized above

5. LOCAL UNIT OF GOVERNMENT’S ADMINISTRATIVE OFFICER APPROVAL OF WAIVER APPLICATION AND PLAN

I _____, as the government’s administrative officer (*enter title*) _____ (Ex: City/Township Manager, Executive director, Chief Executive Officer, etc.) approve this Application for Waiver and Plan. We are requesting a waiver of underfunded status, because we have already implemented substantial changes to our retirement system as described above.

I confirm to the best of my knowledge that because of the changes listed above the following statement will occur:

The Retirement Pension System listed below will achieve a funded status of at least 60% by the Fiscal Year listed below.

Retirement Pension System Name: _____ Fiscal Year: _____

Signature: _____

Date: _____

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION APPROVING AN EMPLOYMENT
AGREEMENT WITH MIRANDA GROSS; AUTHORIZING THE
CITY MANAGER TO EXECUTE THE SAME

Proposed RESOLUTION 2019-22

At a Regular Meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 16th day of April 2019 at 7:30 p.m.

WHEREAS, pursuant to Section 4.6 of the City Charter the City Clerk is an administrative officer of the city and is part of the administrative service of the city under the supervision and direction of the City Manager; and

WHEREAS, pursuant to Section 4.12 the City Clerk may appoint their own deputy subject to the confirmation of Council; and

WHEREAS, pursuant to Section 2.41 of the City Code of Ordinances the City Clerk appointed and the City Council confirmed the appointment of Miranda Gross as Deputy City Clerk on the August 21, 2018.

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

Section 1. The City Council approves the employment agreement between the City of Walled Lake and Miranda Gross attached as Exhibit "A".

Section 2. The City Manager is authorized and directed to execute and sign the approved agreement after review by the City Attorney for legal sufficiency.

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

EMPLOYMENT AGREEMENT

THIS AGREEMENT shall be effective as of the date it has been fully signed and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the “City”, and MIRANDA GROSS, referred to as the “Employee”, both of whom understand as follows:

RECITALS:

Employee is an appointed Administrative Officer in the City’s Administrative Service created pursuant to Section 4.6 of the City Charter. Employee has served as an Administrative Officer in a department created by ordinance of the City Council and is under the administrative direction of the City Manager pursuant to Section 4.7 of the City Charter.

Employee has served as a Student Intern for the Administrative Offices, Student Intern to the Finance Department, Student Intern to the Office of the City Clerk, Student Intern to the Office of the City Manager, Confidential Assistant to the City Manager, whereupon she was appointed by the City Manager and the City Clerk to the Office of Deputy City Clerk for Elections.

The City Manager has the power to appoint, subject to confirmation by the Council, the employee as an Administrative Officer of the City and the City Manager and the Employee desire for the Employee to continue as an Administrative Officer of the City according to the following terms and conditions for compensation and benefits, conditions of employment, and working conditions for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

SECTION 1. DUTIES

Employer, through its City Manager, according to Section 4.7 of the Charter of the City of Walled Lake, has appointed Employee solely on the basis of experience, accredited university training and education and subject to all terms and conditions of this Agreement.

Employer agrees to employ Employee as an Administrative Officer, and she shall hold the title of Deputy City Clerk; or different Administrative Office of the City which may by ordinance be created or combined in a manner deemed necessary or advisable by the City Manager for the proper and efficient operation of the city, to perform the functions and duties of the respective administrative office or offices in the manner and as specified in the Charter and Code of Ordinances of the City and the Constitution and laws of the State of Michigan, as

amended, and to perform such other legally permissible and proper duties and functions as shall from time to time be assigned.

SECTION 2. TERMS AND RESTRICTIONS

- A. Employee is appointed for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager pursuant to the City Charter to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign from the position with the City.

- C. Employee shall not accept or engage in other employment or business during normal City business hours, (i) that conflict with the interests of employee's performance of functions and duties as an Administrative Officer or (ii) that prevent employee from attending City Council and other meetings that are part of the duties as an Administrative Officer. Employee shall not directly or indirectly render any compensated or uncompensated services of business, commercial, or professional nature to any person or organization that directly or indirectly does business with the City without the City Manager's consent.

SECTION 3. DISCHARGE OF EMPLOYMENT

This Agreement, and the Employee's employment, may be discharged with or without cause subject to the following:

- A. The City Manager may discharge this Agreement with or without written notice of discharge.

- B. Upon discharge the Employee shall be entitled to compensation earned prior to the date of discharge as provided for in this Agreement, computed pro rata up to and including the date of discharge. The employee shall also be compensated for any accrued leave banks, holiday and other accrued benefits pursuant to the city's employee benefits policy in existence at the time of discharge.

- C. The Employee may, within ten (10) days of discharge petition the Council to hear the facts regarding the discharge, and in such case the Council may, in its sole discretion, hold a hearing and inquire into such facts and may make such decision in the matter as it considers proper. In lieu of petitioning the Council for a hearing the Employee shall receive:

1. Severance pay: Compensation equal to three (3) month's salary
2. Severance benefit: City paid health, dental, vision, disability and life insurance benefits from the date of discharge plus three (3) months
3. Severance benefit: A deposit into a retirement account of the Employee's choosing the employer portion of the amount that would have been deposited to the Employee's pension and retiree health care plan during the three (3) month period commencing after discharge.

D. Employee may voluntarily terminate this Agreement by giving 30 days written notice of termination to the City Manager. The Employee shall receive no compensation or severance other than compensation and benefits for the remaining thirty (30) days of employment following service of the notice to terminate.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties (with or without reasonable accommodation) because of sickness, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time off, the City Manager shall have the option to terminate this Agreement, subject to the requirements of Section 3 but excluding the 'Severance pay' requirements in Section 3.C.1 and also excluding the Schedule of Benefits, Other Benefits, Section 8 'Continuing Health Care Coverage' requirement.

SECTION 5. SALARY AND BENEFITS

The City agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of \$ 48,000.00, payable in installments at the same time as other general employees of the City are paid. This salary may be increase after review by the City Manager or at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.

The Employee shall also be eligible to receive the fringe benefits set forth in the Schedule of Benefits attached hereto and made a part of this agreement. Any fringe benefit provided through group insurance or self-insurance shall be subject to the terms and conditions in the City's insurance policy or plan. The City reserves exclusively to itself the right to self-insure or to select the insurance carrier and/or to change insurance policies when providing any fringe benefit.

SECTION 6. PERFORMANCE EVALUATIONS

The City Manager may annually review and evaluate the performance of Employee, on a date to be set by the City Manager. Any review and evaluation shall be in accordance with criteria established by the City Manager and provided to Employee, and in the absence of same, shall be based on the functions and duties required to be performed under Section 1. The evaluation criteria may be added to or deleted from as the City Manager may from time to time determine after consultation with Employee.

SECTION 7. BUSINESS EXPENSES

The City Manager, in accordance with its approved budgets and rules and regulations that the City Council may issue from time to time, shall reimburse the Employee for documented business expenses properly incurred during the performance of her duties. Dues, memberships, and subscriptions pertinent to any office created pursuant to City Charter, or pursuant to a City Ordinance and held by employee are permitted.

SECTION 8. AUTOMOBILE

Employee shall not have exclusive use of a City owned motor vehicle.

SECTION 9. INDEMNIFICATION

City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as an Administrative Officer of the City. City shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the functions, duties or performance of Employee, provided such terms and conditions are not inconsistent or in conflict with this Agreement, the City Charter or Code of Ordinance, and/or any other law.

SECTION 11. NOTICES

Notices pursuant to this Agreement shall be by personal delivery or registered or certified mail, return receipt requested, with notices to the City to be given to the City Clerk at or

addressed to the City offices, with a copy delivered or sent by first class mail to the City Manager at his City office address and any mailed notices to the Employee to be to the home address on file with the City Clerk. Notices shall be considered as given as of the date they are received.

SECTION 12. GENERAL PROVISIONS

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- C. This Agreement constitutes the entire agreement between the parties and may not be amended except by written agreement of the parties.
- D. This Agreement is binding on the successors, heirs and representatives of the parties.
- E. A waiver by the City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of breach by Employee.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force.

IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on this behalf by its City Manager and City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

CITY OF WALLED LAKE

_____ By: _____
 Date MIRANDA GROSS, Employee

_____ By: _____
 Date L. DENNIS WHITT, City Manager

_____ By: _____
 Date Witness: CHELSEA A. PESTA, Assistant City Manager

_____ By: _____ (SEAL)
 Date JENNIFER STUART, City Clerk

**EMPLOYMENT AGREEMENT
MIRANDA E. GROSS
SCHEDULE OF BENEFITS**

SECTION 1. FUNERAL LEAVE

The City Manager may grant funeral leave upon the death of immediate family upon the specific circumstances of the request from the Employee. In case of a death occurring in the Employee’s immediate family requiring absence from employment, the Employee may be granted an automatic leave of three (3) days with pay. With the approval of the City Manager, the Employee may be granted such a leave for up to six (6) days with pay.

Immediate family is defined as follows:

1. Employee’s spouse
2. Child, Brother or Sister
3. Parent, Grandmother or Grandfather
4. Any relative living in the Employee’s household
5. Mother-in Law and/or Father-in-Law
6. Step-parents and step-children

SECTION 2. PAID TIME OFF (PTO)

2.1 PTO Allocation

Paid time off (PTO) shall be used for vacation, sick and personal time. Eligibility for PTO shall be based upon the Employee's anniversary date in accordance with the following schedule. 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.

Up to – 15 Years	220 Hours
15 Years and Over	296 Hours

2.2 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 as are suitable for the efficient operation of the City. PTO may be split providing such scheduling does not interfere with the operations of the Employee’s department.

In the event that the Employee is prevented by the City Manager from taking any or all PTO, the City Manager may allow such unused PTO to be taken during the following year. If permission to take the unused PTO the subsequent year is not granted, the Employee shall be paid for the unused PTO at straight time rates in the 1st pay in July.

SECTION 3. HOLIDAYS

The following days shall be considered recognized and observed paid holidays:

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

SECTION 4. LONGEVITY

None.

SECTION 5. RETIREMENT BENEFITS

5.1 Pension Plan Benefits

The Employee shall remain in the Michigan Municipal Employees Retirement System (MERS) Administrative Division #12 which has a 1.5% multiplier, 3-year vesting, 3-year final average compensation (FAC), 1.0% annual cost of living increase, 3.0% employee contribution with an early retirement allowance at age 55 with 25 years of service to the City of Walled Lake.

5.2 Deferred Compensation Plan

The City 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 Employee.

5.3 Retirement Healthcare

The City Council shall confirm retiree health care for the Employee by resolution.

The City will make monthly contributions of \$125.00 for individual and \$250.00 for two person or family medical coverage into an agreed upon Healthcare Saving 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 City, funds will grow tax free and are subject to the IRS limitation on qualified medical expenses.

All deposits will be immediately vested.

5.5 Other Retirement Benefits

None.

SECTION 6. INSURANCE BENEFITS

6.1 Healthcare Benefits

The City will provide health, prescription, dental, and vision insurance for the Employee and dependents. The City may change the insurance carrier(s), plan(s) or policies, provided that there is no lapse in coverage and that equivalent benefit levels are maintained. The City 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 City.

6.2 Prescription Drug Program

See Section 6.1

6.3 Vision Care Plan

See Section 6.1.

6.4 Dental Program

See Section 6.1.

6.5 Life Insurance

The Employee shall receive the life insurance benefits equal to 1.25 times the Employee's salary plus \$5,000.00 rounded up with a maximum of \$100,000.00.

6.6 Unemployment Insurance

The City will provide unemployment insurance in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

6.7 False Arrest Insurance

When applicable the City shall pay the premium and provide to the Employee a policy of false arrest insurance.

6.8 Sickness and Accident Insurance (Non-Work Related)

The City will provide for the loss of income due to sickness and accident based upon the following:

Short-term Disability

The insurance benefit will be 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

The insurance benefit will be 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.

Continuing Healthcare Coverage

The City shall continue to pay an Employee's health, dental, vision, life and disability insurance premiums for a maximum of twelve (12) months from the inception of the short-term disability benefit period.

6.9 Opting Out of Health Insurance Compensation

None.

6.10 Work Related Disability

A work-related disability leave shall mean a leave as a result of the Employee incurring a compensable work-related illness or on-the-job injury while in the employment of the City. In order to be eligible for duty disability leave, the Employee shall immediately report any illness or injury, however minor, to the City Manager. If Employee is unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

The City 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 pay remains the same through the period of related disability.

Additionally, the City will continue to pay the Employee's health, dental, vision, life and disability insurance premiums for this period.

If an Employee is disabled longer than one (1) year, the Employee 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 the 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 City, and if the Employee is eligible under the City's retirement plan, be retired under the City retirement plan.

6.11 Non-Work-Related Disability

See Section 6.8.

SECTION 7. OTHER BENEFITS**7.1 Uniform/Protective Gear**

If the Employee is required to wear a uniform by Administrative Order; the uniform(s) will be provided by the City.

7.2 Continuing Education Program

In order to maintain a professional department, the City promotes policies and programs designed to provide training credentialing for appointed public officers to enable them to better service the community.

Tuition reimbursement will be allowed for those employees who wish to pursue the completion of an undergraduate and/or graduate degree program in a college or university program, whereby the City will pay the cost of tuition, registration, textbook and fees as outlined below.

1. That the City will pay for One Hundred (100%) percent of the cost of tuition, registration and graduation fees for undergraduate and postgraduate degree credits. The City will pay for or reimburse the Employee for the purchase of textbooks, lab fees and related materials.
2. To continually promote education within the City's administration during the term of this agreement the employee holding a job-related master's degree from an accredited college or university shall receive additionally a one-time salary increase to the base salary of five thousand dollars (\$5,000.00).
3. Reimbursement or payment is available only to the Employee if she wishes to pursue the completion of an undergraduate and/or post graduate degree or certificate or who has been directed by the City to attend a specialized course of study.
4. All schools and courses must be approved in writing by the City Manager prior to enrollment. Approval shall not be granted for courses from schools or graduate schools not approved by an accrediting agency that is recognized by the U.S. Department of Education and included in their Office of Postsecondary Education's database.
5. The Employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.
6. If the Employee voluntarily leaves the employment of the City within two years of receiving continuing education; said continuing education costs may be subject to repayment to the City.

7.3 Jury Duty

The Employee shall be granted leave while on Jury Duty and will be paid the difference between pay as a juror, and regular pay as an Employee of the City.

7.4 Military Service

Leaves of absence for military service will be granted in accordance with applicable law.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION APPROVING AN EMPLOYMENT
AGREEMENT WITH DAN LADD; AUTHORIZING THE CITY
MANAGER TO EXECUTE THE SAME

Proposed RESOLUTION 2019-23

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 16th day of April 2019 at 7:30 p.m.

WHEREAS, pursuant to Section 4.6 of the City Charter City Employees are deemed a part of the administrative service of the City under the supervision and direction of an Administrative Officer and the City Manager; and

WHEREAS, employee was first appointed to work in the Public Works division and was previously represented by a labor organization as a member of that bargaining union and wages, benefits and conditions of employment were covered by a collective bargaining agreement; and

WHEREAS, after the employee accepted a temporary appointment as a lead worker for the public works division of the City the local union steward and union leadership expelled the employee from the bargaining unit because he was working for management instead of the Union; and

WHEREAS, the Michigan Compiled Laws, Section 423.14 stated that an individual shall not be required as a condition of obtaining or continuing employment to do any of the following:

- (a) Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization.
- (b) Become or remain a member of a labor organization.
- (c) Pay any dues, fees, assessments, or other charges or expenses of any kind or amount or provide anything of value to a labor organization.

WHEREAS, employee continues to work as a lead worker in the public works division of the City, has invoked the Right to Work Statutes of Michigan and has resigned from, and desires to refrain from membership in that labor organization; and

WHEREAS, employee has requested an employment agreement covering his wages, benefits and conditions of employment.

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

Section 1. The City Council approves the employment agreement between the City of Walled Lake and Dan Ladd attached as Exhibit "A".

Section 2. The City Manager is authorized and directed to execute and sign the approved agreement after review by the City Attorney for legal sufficiency.

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

EMPLOYMENT AGREEMENT

THIS AGREEMENT shall be effective as of the date it has been fully signed and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the “City”, and DAN LADD, referred to as the “Employee”, both of whom understand as follows:

RECITALS:

Employee is deemed part of the City’s Administrative Service created pursuant to Section 4.6 of the City Charter. Employee has served in a department created by ordinance of the City Council and is under the administrative direction of the City Manager pursuant to Section 4.7 of the City Charter.

Employee has served respectively as a Public Works Laborer, Lead Worker & Crew Leader, and as the City Manager’s Public Works liaison to various boards and commissions on numerous occasions.

The City Manager has the power to appoint, subject to confirmation by the Council, the employee as an Administrative Officer of the City and the City Manager and the Employer desires for the Employee to continue as an employee in the Administrative Service of the City according to the following terms and conditions for compensation and benefits, conditions of employment, and working conditions for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

SECTION 1. DUTIES

Employer, through its City Manager, according to Section 4.7 of the Charter of the City of Walled Lake, has appointed Employee solely on the basis of experience, leadership training and military service and subject to all terms and conditions of this Agreement.

Employer agrees to employ Employee as a member of the Administrative Service, and he shall hold the title of Lead Work & Crew Leader; or different employment or an Administrative Office of the City which may by ordinance be created or combined in a manner deemed necessary or advisable by the City Manager for the proper and efficient operation of the city, to perform the functions and duties of the respective job appointments, or administrative office or offices in the manner and as specified in the Charter and Code of Ordinances of the City and the Constitution and laws of the State of Michigan, as amended, and to perform such other legally permissible and proper duties and functions as shall from time to time be assigned.

SECTION 2. TERMS AND RESTRICTIONS

- A. Employee is appointed for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager pursuant to the City Charter to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign from the position with the City.

- C. Employee shall not accept or engage in other employment or business during normal City business hours, (i) that conflict with the interests of employee's performance of functions and duties as an Administrative Officer or (ii) that prevent employee from attending City Council and other meetings that are part of the duties as an Administrative Officer. Employee shall not directly or indirectly render any compensated or uncompensated services of business, commercial, or professional nature to any person or organization that directly or indirectly does business with the City without the City Manager's consent.

SECTION 3. DISCHARGE OF EMPLOYMENT

This Agreement, and the Employee's employment, may be discharged with or without cause subject to the following:

- A. The City Manager may discharge this Agreement with or without written notice of discharge.

- B. Upon discharge the Employee shall be entitled to compensation earned prior to the date of discharge as provided for in this Agreement, computed pro rata up to and including the date of discharge. The employee shall also be compensated for any accrued leave banks, holiday and other accrued benefits pursuant to the city's employee benefits policy in existence at the time of discharge.

- C. The Employee may, within ten (10) days of discharge petition the Council to hear the facts regarding the discharge, and in such case the Council may, in its sole discretion, hold a hearing and inquire into such facts and may make such decision in the matter as it considers proper. In lieu of petitioning the Council for a hearing the Employee shall receive:
 - 1. Severance pay: Compensation equal to three (3) month's salary
 - 2. Severance benefit: City paid health, dental, vision, disability and life insurance benefits from the date of discharge plus three (3) months

3. Severance benefit: A deposit into a retirement account of the Employee's choosing the employer portion of the amount that would have been deposited to the Employee's pension and retiree health care plan during the three (3) month period commencing after discharge.

D. Employee may voluntarily terminate this Agreement by giving 30 days written notice of termination to the City Manager. The Employee shall receive no compensation or severance other than compensation and benefits for the remaining thirty (30) days of employment following service of the notice to terminate.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties (with or without reasonable accommodation) because of sickness, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time off, the City Manager shall have the option to terminate this Agreement, subject to the requirements of Section 3 but excluding the 'Severance pay' requirements in Section 3.C.1 and also excluding the Schedule of Benefits, Other Benefits, Section 8 'Continuing Health Care Coverage' requirement.

SECTION 5. SALARY AND BENEFITS

The City agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of \$ 71,462.00, payable in installments at the same time as other general employees of the City are paid. This salary may be increase after review by the City Manager or at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.

The Employee shall also be eligible to receive the fringe benefits set forth in the Schedule of Benefits attached hereto and made a part of this agreement. Any fringe benefit provided through group insurance or self-insurance shall be subject to the terms and conditions in the City's insurance policy or plan. The City reserves exclusively to itself the right to self-insure or to select the insurance carrier and/or to change insurance policies when providing any fringe benefit.

SECTION 6. PERFORMANCE EVALUATIONS

The City Manager may annually review and evaluate the performance of Employee, on a date to be set by the City Manager. Any review and evaluation shall be in accordance with criteria established by the City Manager and provided to Employee, and in the absence of same, shall be based on the functions and duties required to be performed under Section 1. The

evaluation criteria may be added to or deleted from as the City Manager may from time to time determine after consultation with Employee.

SECTION 7. BUSINESS EXPENSES

The City Manager, in accordance with its approved budgets and rules and regulations that the City Council may issue from time to time, shall reimburse the Employee for documented business expenses properly incurred during the performance of his duties. Dues, memberships, and subscriptions pertinent to any office created pursuant to City Charter, or pursuant to a City Ordinance and held by employee are permitted.

SECTION 8. AUTOMOBILE

Employee shall not have exclusive use of a City owned motor vehicle.

SECTION 9. INDEMNIFICATION

City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as an Administrative Officer of the City. City shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the functions, duties or performance of Employee, provided such terms and conditions are not inconsistent or in conflict with this Agreement, the City Charter or Code of Ordinance, and/or any other law.

SECTION 11. NOTICES

Notices pursuant to this Agreement shall be by personal delivery or registered or certified mail, return receipt requested, with notices to the City to be given to the City Clerk at or addressed to the City offices, with a copy delivered or sent by first class mail to the City Manager at his City office address and any mailed notices to the Employee to be to the home address on file with the City Clerk. Notices shall be considered as given as of the date they are received.

SECTION 12. GENERAL PROVISIONS

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- C. This Agreement constitutes the entire agreement between the parties and may not be amended except by written agreement of the parties.
- D. This Agreement is binding on the successors, heirs and representatives of the parties.
- E. A waiver by the City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of breach by Employee.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force.

IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on this behalf by its City Manager and City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

CITY OF WALLED LAKE

_____ By: _____
Date DAN LADD, Employee

_____ By: _____
Date L. DENNIS WHITT, City Manager

_____ By: _____
Date Witness: CHELSEA A. PESTA, Assistant City Manager

_____ By: _____ (SEAL)
Date JENNIFER STUART, City Clerk

**EMPLOYMENT AGREEMENT
DAN LADD
SCHEDULE OF BENEFITS**

SECTION 1. FUNERAL LEAVE

The City Manager may grant funeral leave upon the death of immediate family upon the specific circumstances of the request from the Employee. In case of a death occurring in the Employee's immediate family requiring absence from employment, the Employee may be granted an automatic leave of three (3) days with pay. With the approval of the City Manager, the Employee may be granted such a leave for up to six (6) days with pay.

Immediate family is defined as follows:

1. Employee's spouse
2. Child, Brother or Sister
3. Parent, Grandmother or Grandfather
4. Any relative living in the Employee's household
5. Mother-in Law and/or Father-in-Law
6. Step-parents and step-children

SECTION 2. PAID TIME OFF (PTO)

2.1 PTO Allocation

Paid time off (PTO) shall be used for vacation, sick and personal time. Eligibility for PTO shall be based upon the Employee's anniversary date in accordance with the following schedule. 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.

15 Years and Over	296 Hours
-------------------	-----------

2.2 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 as are suitable for the efficient operation of the City. PTO may be split providing such scheduling does not interfere with the operations of the Employee's department.

In the event that the Employee is prevented by the City Manager from taking any or all PTO, the City Manager may allow such unused PTO to be taken during the following year. If permission to take the unused PTO the subsequent year is not granted, the Employee shall be paid for the unused PTO at straight time rates in the 1st pay in July.

SECTION 3. HOLIDAYS

The following days shall be considered recognized and observed paid holidays:

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

SECTION 4. LONGEVITY

None.

SECTION 5. RETIREMENT BENEFITS

5.1 Pension Plan Benefits

The Employee shall remain in the Michigan Municipal Employees Retirement System (MERS). Effective September 1, 2013 the benefit multiplier bridged down from 2.25% to 1.7%. Final Average Compensation (FAC) will be calculated using the frozen FAC-5 method. Other pension options include FAC-5, 10 year vesting, with an unreduced retirement allowance at age 55 with 20 years of service to the City.

MERS wages shall be comprised of the annual base salary as used to compute the employee's hourly rate and all contributions from the City and deductions from the employee will be based on the base wage. Employee shall contribute five percent (5.00%) of his wages toward the cost of his pension plan, based on the employee’s base wages, for the life of this Agreement.

5.2 Deferred Compensation Plan

The City 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 Employee.

5.3 Retirement Healthcare

The City Council shall confirm retiree health care for the Employee by resolution.

The City will make monthly contributions of \$125.00 for individual and \$250.00 for two person or family medical coverage into an agreed upon Healthcare Saving 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 City, funds will grow tax free and are subject to the IRS limitation on qualified medical expenses.

All deposits will be immediately vested.

5.5 Other Retirement Benefits

None.

SECTION 6. INSURANCE BENEFITS

6.1 Healthcare Benefits

The City will provide health, prescription, dental, and vision insurance for the Employee and dependents. The City may change the insurance carrier(s), plan(s) or policies, provided that there is no lapse in coverage and that equivalent benefit levels are maintained. The City 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 City.

6.2 Prescription Drug Program

See Section 6.1

6.3 Vision Care Plan

See Section 6.1.

6.4 Dental Program

See Section 6.1.

6.5 Life Insurance

The Employee shall receive the life insurance benefits equal to 1.25 times the Employee's salary plus \$5,000.00 rounded up with a maximum of \$100,000.00.

6.6 Unemployment Insurance

The City will provide unemployment insurance in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

6.7 False Arrest Insurance

When applicable the City shall pay the premium and provide to the Employee a policy of false arrest insurance.

6.8 Sickness and Accident Insurance (Non-Work Related)

The City will provide for the loss of income due to sickness and accident based upon the following:

Short-term Disability

The insurance benefit will be 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

The insurance benefit will be 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.

Continuing Healthcare Coverage

The City shall continue to pay an Employee’s health, dental, vision, life and disability insurance premiums for a maximum of twelve (12) months from the inception of the short-term disability benefit period.

6.9 Opting Out of Health Insurance Compensation

None.

6.10 Work Related Disability

A work-related disability leave shall mean a leave as a result of the Employee incurring a compensable work-related illness or on-the-job injury while in the employment of the City. In order to be eligible for duty disability leave, the Employee shall immediately report any illness or injury, however minor, to the City Manager. If Employee is unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

The City 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 pay remains the same through the period of related disability.

Additionally, the City will continue to pay the Employee’s health, dental, vision, life and disability insurance premiums not to exceed one (1) year.

If an Employee is disabled longer than one (1) year, the Employee 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 the 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 City, and if the Employee is eligible under the City's retirement plan, be retired under the City retirement plan.

6.11 Non-Work-Related Disability

See Section 6.8.

SECTION 7. OTHER BENEFITS

7.1 Uniform/Protective Gear

If the Employee is required to wear a uniform by Administrative Order; the uniform(s) will be provided by the City.

7.2 Continuing Education Program

In order to maintain a professional department, the City promotes policies and programs designed to provide training credentialing for appointed public officers to enable them to better service the community.

Tuition reimbursement will be allowed for those employees who wish to pursue the completion of an undergraduate and/or graduate degree program in a college or university program, whereby the City will pay the cost of tuition, registration, textbook and fees as outlined below.

1. That the City will pay for One Hundred (100%) percent of the cost of tuition, registration and graduation fees for undergraduate and postgraduate degree credits. The City will pay for or reimburse the Employee for the purchase of textbooks, lab fees and related materials.
2. To continually promote education within the City's administration during the term of this agreement the employee holding a job-related master's degree from an accredited college or university shall receive additionally a one-time salary increase to the base salary of five thousand dollars (\$5,000.00).
3. Reimbursement or payment is available only to the Employee if he wishes to pursue the completion of an undergraduate and/or post graduate degree or certificate or who has been directed by the City to attend a specialized course of study.
4. All schools and courses must be approved in writing by the City Manager prior to enrollment. Approval shall not be granted for courses from schools or graduate schools not approved by an accrediting agency that is recognized by the U.S. Department of Education and included in their Office of Postsecondary Education's database.
5. The Employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.

6. If the Employee voluntarily leaves the employment of the City within two years of receiving continuing education; said continuing education costs may be subject to repayment to the City.

7.3 Jury Duty

The Employee shall be granted leave while on Jury Duty and will be paid the difference between pay as a juror, and regular pay as an Employee of the City.

7.4 Military Service

Leaves of absence for military service will be granted in accordance with applicable law.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION APPROVING THE PURCHASE OF ONE NEW
2019 DODGE CHARGER POLICE PACKAGE PATROL CAR

Proposed RESOLUTION 2019-24

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 16th day of April 2019 at 7:30 p.m.

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

WHEREAS, the purchased vehicles will be replacing a 2010 Dodge Charger Police Package currently with mileage recorded at 52,934; and

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

Golling Chrysler/Dodge	\$ 23,704.00 (Per Vehicle)
Shuman Chrysler/Dodge	\$ 23,840.00 (Per Vehicle)
Galeana's VanDyke Dodge	\$ 24,071.46 (Per Vehicle)

WHEREAS, sole source bidder Canfield Equipment of Warren provided bid for purchase and installation of the necessary emergency equipment not to exceed \$11,500.00.

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

Section 1. Council approves purchase of one new 2019 Dodge Charger Police Package patrol car from federal forfeiture funds.

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

Section 3. Council accept the sole source bid from Canfield Equipment for purchase and installation of the necessary emergency equipment from federal forfeiture funds.

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