



CITY OF MADISON HEIGHTS
CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.
CITY COUNCIL REGULAR MEETING AGENDA
JULY 13, 2026 AT 6:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - MAYOR HAINES

APPROVAL OF THE AGENDA:

1. Additions/Deletions

PRESENTATIONS

PUBLIC HEARINGS:

MEETING OPEN TO THE PUBLIC:

CONSENT AGENDA:

- [2.](#) Police Chief - City of Madison Heights Clemis Participation Agreement
- [3.](#) Court Administrator - 43rd District Court - Madison Heights Clemis Participation Agreement
- [4.](#) Director of Public Services - Scheduled Replacement of Vehicle #477
- [5.](#) Director of Public Services - Contract Extension - HydroCorp
- [6.](#) City Manager - Fire Chief KEIP Employment Agreement - Second Amendment
- [7.](#) Michigan Employees' Retirement System (MERS) - Delegate and Alternate to Annual Meeting
- [8.](#) Appointment of Christopher Molencupp to the Planning Commission - Mayor's Appointment
- [9.](#) City Council Regular Meeting Minutes of June 22, 2026

COMMUNICATIONS:

REPORTS:

- [10.](#) City Planner - Rezoning with Conditions Request - PRZN 26-01 – 31075 John R Road - B1 to B-2

ITEMS FOR FUTURE PUBLIC HEARINGS:

BID AWARDS/PURCHASES:

- [11.](#) Director of Public Services - Scheduled Replacement of Chipper #406

ORDINANCES:

UNFINISHED BUSINESS:

EXECUTIVE SESSION:

ADJOURNMENT

NOTICE: Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (248) 583-0826 or by email: clerks@madison-heights.org

heights.org at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 27, 2026

PREPARED BY: Brent LeMerise, Police Chief

AGENDA ITEM CONTENT: City Of Madison Heights - CLEMIS Participation Agreement

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED: N/A

FUND:

EXECUTIVE SUMMARY:

CLEMIS has served Oakland County courts and public safety agencies for decades by providing a shared technology platform that allows fire departments and law enforcement agencies to access, share, and manage critical public safety information. The attached Participation Agreement authorizes the City of Madison Heights to continue participating in the Courts and Law Enforcement Management Information System (CLEMIS) under a newly established CLEMIS Authority. While the management of the system is transitioning from the Oakland County Information Technology Department to an independent intergovernmental authority, the services and functionality currently relied upon the City of Madison Heights police and fire departments will remain in place. The new structure is designed to ensure the continued operation and oversight of the CLEMIS system by the agencies that use it.

The Participation Agreement maintains existing protections related to data ownership, security, confidentiality, and CJIS compliance, while ensuring participating agencies retain ownership and access to their data. The CLEMIS Authority is governed by representatives from participating member agencies, and as a member, the City of Madison Heights will have representation on the Authority Board. This provides the City of Madison Heights with a voice in future decisions regarding the operation, services, and costs associated with the system. Approval of the Participation Agreement will allow the City of Madison Heights to remain an active partner in a regional public safety network while helping guide the future of a system that is essential to our police and fire operations.

RECOMMENDATION:

Police Chief Brent LeMerise recommends City Council approve the attached CLEMIS Participation Agreement.

PARTICIPATION AGREEMENT

Courts and Law Enforcement Management Information System (CLEMIS) Authority

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

PARTICIPANT	
Full Legal Name:	City of Madison Heights
Notice Address:	300 W. Thirteen Mile Rd. Madison Heights, MI 48071
Primary Contact Name:	Melissa R. Marsh
Primary Contact Email:	mmarsh@madisonheightsmi.gov

ATTACHMENTS <i>(attach)</i>	
The following attachments are included with this agreement.	
Authorizing Resolution or Legal Authorization	An authorizing resolution in substantially the form as provided in Exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached. If the Participant does not have a governing body, confirmation of legal authorization to enter into the CLEMIS Interlocal Agreement and sign the CLEMIS MSA is attached.
CLEMIS Main Services Agreement	A copy of the CLEMIS MSA is attached.
CLEMIS Interlocal Agreement	A copy of the CLEMIS Interlocal Agreement is attached.

SIGNATURES	
Each party is signing this Participation Agreement on the date stated below that party's signature. The date of this Participation Agreement and the Main Services Agreement will be the date this Participation Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).	
Participant: [PUBLIC AGENCY NAME] City of Madison Heights By: _____ Name: <u>Melissa R. Marsh</u> Title: <u>City Manager</u> Date: _____	Authority: COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY By: _____ Name: _____ Executive Director Date: _____

MAIN SERVICES AGREEMENT

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

1 Definitions

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

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

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

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

2 Service

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

3 Users

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

4 Data

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

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

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

5 **Support**

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

6 **Statements**

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

7 **Usage**

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

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

8 **Auditing**

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

9 **Professional Services**

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

10 **Purchase of Third Party Products**

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

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

11 Fees; Payment

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

12 Suspension

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

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

13 **Term; Termination**

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

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

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

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

15 **Trials and Betas**

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

16 **Subcontractors**

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

17 **Intellectual Property**

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

18 **Confidentiality**

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

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

19 **Liability Limitations**

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

20 **Mutual Compliance with Laws**

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

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

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

21 **Catastrophic Event**

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

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

22 Governmental Function; Immunity

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

23 Nonparties

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

24 Non-Assignment

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

25 Authority Name Changes

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

26 Modification; Waiver

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

27 Notice

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

28 Points of Contact

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

29 Severability

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

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

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

30 **Electronic Signatures**

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

31 **Governing Law**

Michigan law governs this Agreement.

32 **Jurisdiction and Venue**

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

33 **Entire Agreement**

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

4916-4051-6262.1



INTERLOCAL AGREEMENT

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

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

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

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

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

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

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

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

The parties therefore agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms

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

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

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

ARTICLE 2 PURPOSE

2.1 Purpose of Agreement

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

2.2 Method for Exercise of Power

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

2.3 **Management and Direction**

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

ARTICLE 3 CREATION OF AUTHORITY

3.1 **Creation of CLEMIS Authority**

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

3.2 **Principal Office**

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

3.3 **Title to Authority Assets**

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

3.4 **Tax-Exempt Status**

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

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

3.5 **CLEMIS Main Services Agreement**

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

3.6 **Statements of Fact**

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

ARTICLE 4 GOVERNANCE

4.1 **Authority Board**

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

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

4.2 **Authority Board Powers**

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

4.3 **Authority Board Meetings**

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

4.4 **Authority Board Quorum and Voting**

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

4.5 **Executive Committee**

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

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

4.6 **Executive Committee Powers**

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

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

4.7 **Executive Committee Meetings**

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

4.8 **Executive Committee Quorum and Voting**

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

4.9 **Bylaws**

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

4.10 **Committees**

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

4.11 **Advisory Groups**

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

4.12 **Executive Director**

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

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

4.13 **Fiduciary Duty**

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

4.14 **Compensation**

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

4.15 **Ethics and Conflicts of Interest**

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

4.16 **Fees and Charges**

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

ARTICLE 5 POWERS OF AUTHORITY

5.1 **General Powers**

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

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

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

5.2 **Additional Powers**

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

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

5.3 **Bonds or Notes; Limitation**

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

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

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

5.4 **Criminal Justice Agency**

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

5.5 **Limitation on Political Activity**

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

5.6 **Name of Authority and System**

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

ARTICLE 6 CONTRIBUTIONS BY COUNTY

6.1 **Startup Advance**

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

6.2 Transfer of CLEMIS System Assets to Authority

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

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

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

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

6.3 Other Assets

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

6.4 **Liabilities and Contingencies**

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

6.5 **County Property and Facilities**

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

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

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

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

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

6.8 **Other Revenue**

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

6.9 **Nonparty Consents**

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

ARTICLE 7 EMPLOYEES

7.1 **Employer of Personnel**

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

7.2 **Transfer of County Employees**

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

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

ARTICLE 8 RECORDS AND FINANCES

8.1 **Authority Records**

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

8.2 **Freedom of Information Act**

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

8.3 **Uniform Budgeting and Accounting Act**

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

8.4 **Financial Statements and Reports**

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

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

8.5 **Deposits and Investments**

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

8.6 **Disbursements**

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

8.7 **Audits**

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

ARTICLE 9 ADMISSION OF PARTICIPANTS

9.1 **Admission Procedure**

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

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

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

9.2 **Admission Date**

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

9.3 **Admission not an Amendment**

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

ARTICLE 10 TERM, DURATION, WITHDRAWAL, AND TERMINATION

10.1 **Effective Date**

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

10.2 **Term**

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

10.3 **Withdrawal by County**

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

10.4 **Withdrawal by Others**

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

10.5 **Termination or Expiration of CLEMIS MSA**

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

10.6 **Disposition upon Termination**

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

ARTICLE 11 ADDITIONAL PROVISIONS

11.1 Legal Compliance

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

11.2 Relationship and Responsibilities of Parties

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

11.3 Nonparties

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

11.4 Governmental Function

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

11.5 **No Waiver of Governmental Immunity**

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

11.6 **Non-Assignment**

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

11.7 **Modification; Waiver**

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

11.8 **Notice**

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

To County:	Oakland County 2100 Pontiac Lake Rd Waterford, MI 48328-2762
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To Bloomfield Township	Charter Township of Bloomfield 4200 Telegraph Rd Bloomfield Township, MI 48302-2038
To White Lake Township	White Lake Police Department 7525 Highland Rd White Lake, MI 48383-2938
To a Participant:	To the address provided by the Participant in the Participation Agreement for that Participant.

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

11.9 Severability

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

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

11.10 Electronic Signatures

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

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

11.11 **Counterparts**

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

11.12 **Governing Law**

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

11.13 **Jurisdiction and Venue**

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

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

11.14 Scope of Agreement; Entire Agreement

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

11.15 Date of Agreement

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

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

[signature pages follow]

OAKLAND COUNTY

Date: 10/8/25, 2025

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

Date: 10/7/25, 2025

By: 
David Coulter
County Executive

CHARTER TOWNSHIP OF BLOOMFIELD

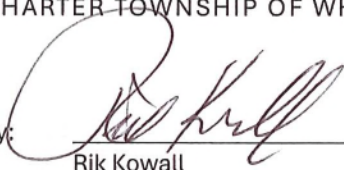
Date: SEPTEMBER 9, 2025

By: Mike McCready
Mike McCready
Township Supervisor

CHARTER TOWNSHIP OF WHITE LAKE

Date: 8-21-25, 2025

By:


Rik Kowall
Township Supervisor

122486.000003 4897-1642-7050.9

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



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

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

PARTICIPANT

Full Legal Name:

Notice Address:

(choose Delivery Address
or both Delivery Address
and Email)

☐ Delivery Address:

☐ Email:

ATTACHMENTS *(attach)*

The following attachments are included with this agreement.

Authorizing Resolution

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

CLEMIS Main Services Agreement

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

SIGNATURES

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

Participant:

[PUBLIC AGENCY NAME]

By: _____

Name: _____

Title: _____

Date: _____

Authority:

COURTS AND LAW ENFORCEMENT
MANAGEMENT INFORMATION SYSTEM (CLEMIS)
AUTHORITY

By: _____

Name: _____
Executive Director

Date: _____

September 18, 2025

RESOLUTION #2025-5723 _ 25-32

Sponsored By: Gwen Markham

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

Chair and Members of the Board:

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

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

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

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

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

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

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

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

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

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

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

will be transferred to the divisions set forth therein.

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

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

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

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



David Woodward, Commissioner

Date: September 18, 2025



David Coulter, Oakland County Executive

Date: September 19, 2025



Lisa Brown, County Clerk / Register of Deeds

Date: September 30, 2025

COMMITTEE TRACKING

2025-09-10 Finance - Recommend to Board

2025-09-18 Full Board - Adopt

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

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

No: Charles Cavell, Kristen Nelson (2)

Abstain: None (0)

Absent: Karen Joliat (1)

Passed

ATTACHMENTS

1. CLEMIS Authority Position Schedule B and C

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

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

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

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



Lisa Brown, Oakland County Clerk / Register of Deeds

PRESENT:

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

ABSENT:

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

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

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

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

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

A voice vote was called.

MOTION DECLARED ADOPTED 7-0.

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



**MARTIN C. BROOK
BLOOMFIELD TOWNSHIP CLERK**

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

RESOLUTION #25-014

APPROVE OAKLAND COUNTY CLEMIS INTERLOCAL AGREEMENT

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

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

Absent: Steve Anderson.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES:	6
NAYS:	0
ABSENT:	1

RESOLUTION DECLARED ADOPTED BY VOICE VOTE.

CLERKS CERTIFICATION

STATE OF MICHIGAN)
)§§
 COUNTY OF OAKLAND)

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

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

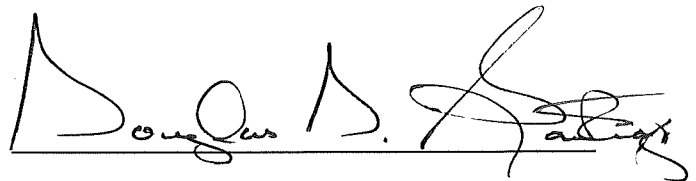


 Anthony L. Noble, Clerk MiPMC
 Charter Township of White Lake

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)§§
 COUNTY OF OAKLAND)

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



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

EXHIBIT B
FORM FOR RESOLUTION FOR GOVERNING BODY OF PARTICIPANT

City of Madison Heights, Michigan

RESOLUTION

Participation in CLEMIS Authority Interlocal Agreement

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

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

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

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

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

The City of Madison Heights therefore resolves as follows:

- that the interlocal agreement between Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies creating the CLEMIS Interlocal Agreement is hereby approved;
- that the Public Agency is hereby authorized to enter into a participation agreement with the Authority to enter into and become a party to the CLEMIS Interlocal Agreement;

- that the Public Agency is hereby authorized to enter into the CLEMIS Main Services Agreement (the “CLEMIS MSA”) between the Public Agency and the Authority;
- that the City Clerk of the Public Agency is hereby authorized and directed to transmit a copy of this resolution to the Authority and execute the participation agreement for the CLEMIS Interlocal Agreement and the CLEMIS MSA on behalf of the Public Agency; and
- that the City Clerk of the Public Agency is hereby authorized and directed to file a copy of the participation agreement for the CLEMIS Interlocal Agreement, including the CLEMIS Interlocal Agreement, on behalf of the Public Agency with the clerk of each county in which the Public Agency is located.

Certification

I, Cheryl Rottmann, City Clerk of the City of Madison Heights , hereby certify all of the following:

- (1) that this resolution of the Board was adopted at a meeting of the Board held on July 13, 2026;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: _____

By: _____

Name: _____

[Secretary/Clerk]



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 27, 2026

PREPARED BY: Sharon Arseneault, Court Administrator

AGENDA ITEM CONTENT: 43rd District Court – Madison Heights CLEMIS
Participation Agreement

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: N/A

FUND:

EXECUTIVE SUMMARY:

CLEMIS has served Oakland County courts and public safety agencies for decades by providing a shared technology platform that allows courts to access, share, and manage critical public safety information. The attached Participation Agreement authorizes the 43rd District Court – Madison Heights to continue participating in the Courts and Law Enforcement Management Information System (CLEMIS) under a newly established CLEMIS Authority. While the management of the system is transitioning from the Oakland County Information Technology Department to an independent intergovernmental authority, the services and functionality currently relied upon by the 43rd District Court – Madison Heights will remain in place. The new structure is designed to ensure the continued operation and oversight of the CLEMIS system by the entities that use it.

The Participation Agreement maintains existing protections related to data ownership, security, confidentiality, and CJIS compliance, while ensuring participating entities retain ownership and access to their data. The CLEMIS Authority is governed by representatives from participating members, and as a member, the 43rd District Court – Madison Heights will have representation on the Authority Board. This provides 43rd District Court – Madison Heights with a voice in future decisions regarding the operation, services, and costs associated with the system. Approval of the Participation Agreement will allow 43rd District Court – Madison Heights to remain an active partner in a regional public safety network while helping guide the future of a system that is essential to our court operations.

RECOMMENDATION:

Sharon Arseneault, Court Administrator for the 43rd District Court – Madison Heights recommends City Council approve the attached CLEMIS Participation Agreement.

PARTICIPATION AGREEMENT

Courts and Law Enforcement Management Information System (CLEMIS) Authority

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

PARTICIPANT	
Full Legal Name:	43rd District Court - Madison Heights
Notice Address:	
Primary Contact Name:	Sharon Arseneault
Primary Contact Email:	sharonarseneault@madison-heights.org

ATTACHMENTS <i>(attach)</i>	
The following attachments are included with this agreement.	
Authorizing Resolution or Legal Authorization	An authorizing resolution in substantially the form as provided in Exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached. If the Participant does not have a governing body, confirmation of legal authorization to enter into the CLEMIS Interlocal Agreement and sign the CLEMIS MSA is attached.
CLEMIS Main Services Agreement	A copy of the CLEMIS MSA is attached.
CLEMIS Interlocal Agreement	A copy of the CLEMIS Interlocal Agreement is attached.

SIGNATURES	
Each party is signing this Participation Agreement on the date stated below that party's signature. The date of this Participation Agreement and the Main Services Agreement will be the date this Participation Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).	
Participant: [PUBLIC AGENCY NAME] 43rd District Court - Madison Heights By: _____ Name: Sharon Arseneault Title: Court Administrator Date: _____	Authority: COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY By: _____ Name: _____ Executive Director Date: _____

MAIN SERVICES AGREEMENT

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

1 Definitions

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

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

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

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

2 Service

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

3 Users

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

4 Data

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

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

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

5 Support

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

6 Statements

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

7 Usage

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

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

8 Auditing

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

9 Professional Services

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

10 Purchase of Third Party Products

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

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

11 Fees; Payment

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

12 Suspension

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

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

13 **Term; Termination**

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

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

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

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

15 Trials and Betas

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

16 Subcontractors

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

17 Intellectual Property

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

18 Confidentiality

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

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

19 **Liability Limitations**

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

20 **Mutual Compliance with Laws**

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

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

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

21 **Catastrophic Event**

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

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

22 Governmental Function; Immunity

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

23 Nonparties

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

24 Non-Assignment

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

25 Authority Name Changes

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

26 Modification; Waiver

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

27 Notice

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

28 Points of Contact

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

29 Severability

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

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

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

30 **Electronic Signatures**

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

31 **Governing Law**

Michigan law governs this Agreement.

32 **Jurisdiction and Venue**

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

33 **Entire Agreement**

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

4916-4051-6262.1

In Process



INTERLOCAL AGREEMENT

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

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

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

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

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

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

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

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

The parties therefore agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms

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

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

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

ARTICLE 2 PURPOSE

2.1 Purpose of Agreement

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

2.2 Method for Exercise of Power

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

2.3 **Management and Direction**

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

ARTICLE 3 CREATION OF AUTHORITY

3.1 **Creation of CLEMIS Authority**

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

3.2 **Principal Office**

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

3.3 **Title to Authority Assets**

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

3.4 **Tax-Exempt Status**

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

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

3.5 **CLEMIS Main Services Agreement**

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

3.6 **Statements of Fact**

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

ARTICLE 4 GOVERNANCE

4.1 **Authority Board**

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

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

4.2 **Authority Board Powers**

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

4.3 **Authority Board Meetings**

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

4.4 **Authority Board Quorum and Voting**

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

4.5 **Executive Committee**

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

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

4.6 **Executive Committee Powers**

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

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

4.7 **Executive Committee Meetings**

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

4.8 **Executive Committee Quorum and Voting**

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

4.9 **Bylaws**

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

4.10 **Committees**

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

4.11 **Advisory Groups**

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

4.12 **Executive Director**

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

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

4.13 **Fiduciary Duty**

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

4.14 **Compensation**

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

4.15 **Ethics and Conflicts of Interest**

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

4.16 **Fees and Charges**

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

ARTICLE 5 POWERS OF AUTHORITY

5.1 **General Powers**

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

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

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

5.2 Additional Powers

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

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

5.3 **Bonds or Notes; Limitation**

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

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

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

5.4 **Criminal Justice Agency**

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

5.5 **Limitation on Political Activity**

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

5.6 **Name of Authority and System**

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

ARTICLE 6 CONTRIBUTIONS BY COUNTY

6.1 **Startup Advance**

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

6.2 Transfer of CLEMIS System Assets to Authority

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

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

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

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

6.3 Other Assets

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

6.4 Liabilities and Contingencies

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

6.5 County Property and Facilities

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

6.6 County Telecommunications and Network Equipment and Services

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

6.7 County I.T. Services Agreements

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

6.8 Other Revenue

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

6.9 Nonparty Consents

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

ARTICLE 7 EMPLOYEES

7.1 Employer of Personnel

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

7.2 Transfer of County Employees

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

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

ARTICLE 8 RECORDS AND FINANCES

8.1 **Authority Records**

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

8.2 **Freedom of Information Act**

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

8.3 **Uniform Budgeting and Accounting Act**

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

8.4 **Financial Statements and Reports**

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

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

8.5 **Deposits and Investments**

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

8.6 **Disbursements**

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

8.7 **Audits**

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

ARTICLE 9 ADMISSION OF PARTICIPANTS

9.1 **Admission Procedure**

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

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

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

9.2 **Admission Date**

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

9.3 **Admission not an Amendment**

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

ARTICLE 10

TERM, DURATION, WITHDRAWAL, AND TERMINATION

10.1 **Effective Date**

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

10.2 Term

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

10.3 Withdrawal by County

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

10.4 Withdrawal by Others

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

10.5 Termination or Expiration of CLEMIS MSA

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

10.6 Disposition upon Termination

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

ARTICLE 11 ADDITIONAL PROVISIONS

11.1 Legal Compliance

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

11.2 Relationship and Responsibilities of Parties

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

11.3 Nonparties

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

11.4 Governmental Function

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

11.5 No Waiver of Governmental Immunity

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

11.6 Non-Assignment

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

11.7 Modification; Waiver

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

11.8 Notice

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

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

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

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

11.9 Severability

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

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

11.10 Electronic Signatures

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

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

11.11 **Counterparts**

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

11.12 **Governing Law**

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

11.13 **Jurisdiction and Venue**

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

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

11.14 Scope of Agreement; Entire Agreement

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

11.15 Date of Agreement

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

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

[signature pages follow]

OAKLAND COUNTY

Date: 10/8/25, 2025

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

Date: 10/7/25, 2025

By: 
David Coulter
County Executive

In Process

CHARTER TOWNSHIP OF BLOOMFIELD

Date: SEPTEMBER 9, 2025

By:

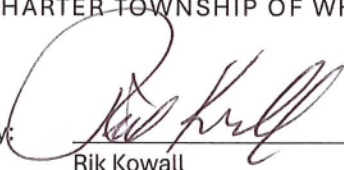
Mike McCready
Mike McCready
Township Supervisor

In Process

CHARTER TOWNSHIP OF WHITE LAKE

Date: 8-21-25, 2025

By:


Rik Kowall
Township Supervisor

122486.000003 4897-1642-7050.9

In Process

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



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

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

PARTICIPANT

Full Legal Name:
Notice Address:
 (choose Delivery Address
 or both Delivery Address
 and Email)

☐ Delivery Address:

☐ Email:

ATTACHMENTS *(attach)*

The following attachments are included with this agreement.

Authorizing Resolution

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

CLEMIS Main Services Agreement

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

SIGNATURES

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

Participant:

[PUBLIC AGENCY NAME]

By: _____

Name: _____

Title: _____

Date: _____

Authority:

COURTS AND LAW ENFORCEMENT
 MANAGEMENT INFORMATION SYSTEM (CLEMIS)
 AUTHORITY

By: _____

Name: _____
 Executive Director

Date: _____



September 18, 2025

RESOLUTION #2025-5723 _ 25-32

Sponsored By: Gwen Markham

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

Chair and Members of the Board:

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

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

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

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

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

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

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

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

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

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

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

will be transferred to the divisions set forth therein.

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

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

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

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



Date: September 18, 2025

David Woodward, Commissioner



Date: September 19, 2025

David Coulter, Oakland County Executive



Date: September 30, 2025

Lisa Brown, County Clerk / Register of Deeds

COMMITTEE TRACKING

2025-09-10 Finance - Recommend to Board

2025-09-18 Full Board - Adopt

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

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

No: Charles Cavell, Kristen Nelson (2)

Abstain: None (0)

Absent: Karen Joliat (1)

Passed

ATTACHMENTS

1. CLEMIS Authority Position Schedule B and C

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

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

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

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



Lisa Brown, Oakland County Clerk / Register of Deeds

Charter Township of Bloomfield
Board of Trustees

September 8, 2025
Page 1

Item 3.

PRESENT:

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

ABSENT:

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

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

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

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

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

A voice vote was called.

MOTION DECLARED ADOPTED 7-0.

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



A handwritten signature in blue ink, appearing to read "M C Brook", written over a horizontal line.

**MARTIN C. BROOK
BLOOMFIELD TOWNSHIP CLERK**

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

RESOLUTION #25-014

APPROVE OAKLAND COUNTY CLEMIS INTERLOCAL AGREEMENT

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

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

Absent: Steve Anderson.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES:	6
NAYS:	0
ABSENT:	1

RESOLUTION DECLARED ADOPTED BY VOICE VOTE.

CLERKS CERTIFICATION

STATE OF MICHIGAN)
)§§
 COUNTY OF OAKLAND)

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

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

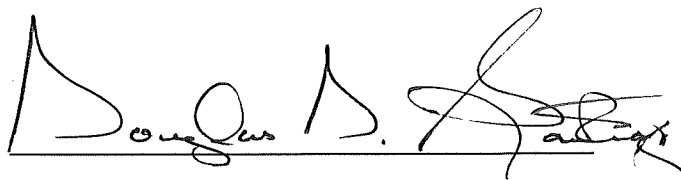
In Progress


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

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)§§
 COUNTY OF OAKLAND)

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



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

Exhibit A
(Agreement Attached)

In Process

CLEMIS
Authority

Quote: 43rd District Court Madison Heights

43rd Madison Heights

Madison Heights, MI

Sharon Arseneault

sharonarseneault@madison-heights.org

Reference: 20260522-145700605

Department/Organization: 43rd Madison
Heights

Public Agency: 43rd District Court - Madison
Heights

Effective Date: October 1, 2026

Quote created: May 22, 2026

Quote expires: July 31, 2026

Quote created by: Leanne Robinson
Business Analyst
robinsonl@clemisauthority.org
(947) 813-6903

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

Comments from the CLEMIS Authority:

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

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

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

COURT FEES: The Court Membership fee shall be waived if the CLEMIS Authority payment link is added to the Courts Webpage or the law enforcement agencies citation.

Products & Services

Item & Description	Quantity	Unit Price	Total
District Court - In County (With Payments link) [FY27]	1	\$0.00 / year	\$0.00 / year
Payment starts: October 1, 2026			
Due now			\$0.00

Future Payments Summary

Item	Payment
District Court - In County (With Payments link) [FY27]	\$0.00 / year starting on October 1, 2026

Terms and Conditions

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

1. Subscription

1.1 Public Agency Departments. Public Agency is subscribing for the Service to be provided to the departments of Public Agency listed above.

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

2. Products, Services, and Fees

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

2.2 Professional Services. Public Agency is purchasing the services listed in this Order Form, which services will constitute “Professional Services” (as defined in the MSA) to be provided to Public Agency.

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

Questions? Contact me



Leanne Robinson
Business Analyst
robinsonl@clemisauthority.org
(947) 813-6903

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

Certificate Of Completion		
Envelope Id: 023E5EB1-7354-8CA4-8264-833D3E1D5B1B		Status: Sent
Subject: CLEMIS Authority: Your Participation Agreement is Enclosed		
Source Envelope:		
Document Pages: 59	Signatures: 0	Envelope Originator:
Certificate Pages: 3	Initials: 0	Lisa Werner
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chengb@clemisauthority.org
Security Level: Email, Account Authentication (None)

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: membership@clemisauthority.org

To advise CLEMIS Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at membership@clemisauthority.org and in the body of such request you must state:

your previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CLEMIS Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to membership@clemisauthority.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CLEMIS Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to membership@clemisauthority.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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EXHIBIT B
FORM FOR RESOLUTION FOR GOVERNING BODY OF PARTICIPANT

43rd District Court – Madison Heights, Michigan

RESOLUTION

Participation in CLEMIS Authority Interlocal Agreement

43rd District Court in Madison Heights (the “Public Agency”), is a “public agency” as that term is defined under section 2(e) of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.502(e).

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

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

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

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

The 43rd District Court in Madison Heights therefore resolves as follows:

- that the interlocal agreement between Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies creating the CLEMIS Interlocal Agreement is hereby approved;
- that the Public Agency is hereby authorized to enter into a participation agreement with the Authority to enter into and become a party to the CLEMIS Interlocal Agreement;

- that the Public Agency is hereby authorized to enter into the CLEMIS Main Services Agreement (the “CLEMIS MSA”) between the Public Agency and the Authority;
- that the City Clerk of the Public Agency is hereby authorized and directed to transmit a copy of this resolution to the Authority and execute the participation agreement for the CLEMIS Interlocal Agreement and the CLEMIS MSA on behalf of the Public Agency; and
- that the City Clerk of the Public Agency is hereby authorized and directed to file a copy of the participation agreement for the CLEMIS Interlocal Agreement, including the CLEMIS Interlocal Agreement, on behalf of the Public Agency with the clerk of each county in which the Public Agency is located.

Certification

I, Cheryl Rottmann, City Clerk of the City of Madison Heights , hereby certify all of the following:

- (1) that this resolution of the Board was adopted at a meeting of the Board held on July 13, 2026;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: _____

By: _____

Name: _____

[Secretary/Clerk]



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/13/26

PREPARED BY: Sean P. Ballantine, Director of Public Services

AGENDA ITEM CONTENT: Director of Public Services - Scheduled Replacement of Vehicle #477

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$52,000

FUNDS REQUESTED: \$49,202

FUND: 101-752-985-0000

EXECUTIVE SUMMARY:

The fiscal year 2026/27 budget includes funding for the scheduled replacement of vehicle #477, a 2014 GMC Sierra pickup truck, funded through the Parks division. This is one of the DPS front-line general utility and snowplowing trucks, and is heavily utilized throughout the year. The truck is now 12 years of age, and presents with a "poor" condition analysis score of 30, warranting priority replacement. (exec. summary)

RECOMMENDATION:

Staff requests that Council approve the purchase of one 2026 GMC Sierra 2500 HD pickup truck in the amount of \$49,202 with options as quoted, from Todd Wenzel Buick GMC of Westland, through the MiDeal cooperative purchasing agreement. Funding is budgeted and available.

MEMORANDUM

Item 4.

DATE: June 26, 2026
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Scheduled Replacement of Vehicle #477

The fiscal year 2026/27 budget includes funding for the scheduled replacement of vehicle #477, a 2014 GMC Sierra pickup truck, funded through the Parks division. This is one of the DPS front-line general utility and snowplowing trucks, and is heavily utilized throughout the year. The truck is now 12 years of age, and presents with a “poor” condition analysis score of 30, warranting priority replacement.

Staff requests that Council approve the purchase of one 2026 GMC Sierra 2500 HD pickup truck in the amount of \$49,202 with options as quoted, from Todd Wenzel Buick GMC of Westland, through the MiDeal cooperative purchasing agreement. Funding is budgeted and available.

City of Madison Heights
Department of Public Services
801 Ajax Drive
Madison Heights, Michigan 48071

City of Madison Heights
Vehicle Replacement Guidelines & Evaluation Worksheet

Disposition: Auction

Item 4.

(Only those fields shaded in yellow need to be completed.)

Date of Evaluation:6/26/2026

Vehicle #:477

Department / Division:Parks

Year / Make / Model:2014GMC 3/4 Ton Pickup

Vehicle Type:A

Type A = Sedans / Light Trucks ≤ 1 Ton

Type B = Medium / Heavy Duty > 1 Ton

Type C = Off Road Equipment

Age: One point for each year of chronological age beginning with in-service date

In Service Date:4/14/2014

Age in Months:146

Age in Years (rounded):12

Score:12

Usage: Type A = 1 point per 10,000 miles; Type B = 1 point per 5,000 miles; Type C = 1 point per 250 hours used

Actual Mileage:84,972

Actual Hours:(N/A)

Score:8

Service Type:

Type A		Type C	
Points	Description	Points	Description
1	Standard sedans and light pickups.	1	Standard duties as equipped.
2	Standard vehicles with occasional off-road usage.	2	Standard duties when used with attachments (sickle bar, backhoes, rear bushhogs).
3	Any vehicle that pulls trailers, hauls heavy loads, continued off-road usage.	3	Multiple duties based on seasons (snow, mowing, leaf).
4	Any vehicle involved in snow removal.	4	Extreme duties in harmful atmosphere (dust, salt, water).
5	Police, Fire, and Rescue service vehicles.	5	Heavy construction work including snow removal.

Type B	
Points	Description
1	Standard use including basic job site duties, some light duty hauling.
2	Standard use with attachments (compressors, lights, etc.) including job site duties, standard load hauling, some towing.
3	Above standard use including job site duties that include idling, standard load hauling, light trailer/equipment towing, leaf collection.
4	Above standard use including job side idling and hauling above standard loads, towing equipment and heavy trailers, light snow removal.
5	Extreme service, high job site idling and duties with attachments, heavy load hauling, heavy trailer/equipment towing, major snow removal duties, refuse collection, etc. (Examples: Sign Truck, Tandem or Single Dump Truck, Snow Removal Truck).

Score: 3

Reliability: Note: Based on current conditions. Preventative Maintenance work is not included.

Points	Description
1	In shop 0 or 1 time within the last 3 months, and no major breakdowns or road calls.
2	In shop 1 time within the last 3 months, and 1 breakdown/road call within the last 3 months.
3	In shop more than twice within the last month, and no major breakdowns or road calls.
4	In shop more than once within the last month, and 2 or more breakdowns/road calls within the last month.
5	In shop more than twice monthly within the last 3 months, and 2 or more breakdowns within the last month.

Number of times in shop within the last month:1

Number of times in shop within the last 3 months:0

Any Road Calls or Breakdowns (Y or N):N

Road Calls / Breakdowns within the last month:0

Road Calls / Breakdowns within the last 3 months:0

In shop more than twice monthly within the last 3 months (Y or N):N

Score: 1

Maintenance & Replacement Costs:

Points	Description
1	Maintenance costs are less than or equal to 20% of replacement cost.
2	Maintenance costs are 21-40% of replacement cost.
3	Maintenance costs are 41-60% of replacement cost.
4	Maintenance costs are 61-80% of replacement cost.
5	Maintenance costs are greater than or equal to 81% of replacement cost.

Total Maintenance Cost: \$9,337 as of 6/26/2026

Estimated Purchase Price - New Veh.: \$52,000 as of 6/26/2026

Est. Resale Value of Car to be sold: \$8,000 as of 6/26/2026

Estimated Net Replacement Cost: \$44,000 as of 6/26/2026

Maintenance Cost as % of Replacement Cost: 21.2% as of 6/26/2026

Score: 2

Condition:

Type A	
Points	Description
1	No visual damage or rust and a good drive train
2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), and a good drive train.
3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train.
4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and one drive train component bad.
5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, and major damage from add-on equipment

Type B	
Points	Description
1	No visual damage or rust, good paint, good interior, no damage from add-on equipment, no body modification, good drive train.
2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), good drive train, minor body modification.
3	Noticeable imperfections in body and paint surface, some minor rust, fair interior, weak/fair drive train, minor body modification, minor damage from add-on equipment.
4	Previous accident damage, poor paint & body condition, major rust/corrosion, poor interior, damage from add-on equip., moderate body modification evidence, 1 drive train component bad.
5	Previous accident damage, poor paint & body condition, bad interior, drive train damaged or inoperative, major body modifications, major damage from add-on equipment and attachments.

Type C

Points

Description

1

Good condition, fully functional.

2

Fair body, functional.

3

Minor body damage, weak operating system.

4

Severe damage, component not functional.

5

Extreme damage, inoperable.

Number of Notable Accidents:0

(list number)

Paint / Body:Poor

comment

Interior:Poor

comment

Drive Train:Fair

comment

General Condition:4

(pick number from table)

Score: 4

Overall: Total Score: 30

0 - 17	Excellent	Do not replace.
18 - 22	Good	Re-evaluate for future budget(s).
23 - 27	Fair	Qualifies for replacement if budget allows.
28+	Poor	Needs priority replacement.

Prepared By:Sean P. Ballantine

Date:6/26/2026



Todd Wenzel Buick-GMC and TW Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Item 4.

City of Madison Heights

Prepared For: Dan Yamarino

(248) 589-2294 x 2795

Dyamarino@Madisonheightsmi.gov

[Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (22)

TODD WENZEL BUICK GMC of WESTLAND

35100 FORD RD
WESTLAND, MI 48185

State of Michigan MiDeal Contract # MA240000001205
MiDeal Spec # 0077-4WDL

City of Madison Heights Pricing

(MiDeal Pricing)

2026 GMC Sierra 2500HD Dbl Cab 4x4 Pro Pickup

10750# GVWR 6.6L Gas V8 / Allision Auto Dbl w/ 6.5' Box

2026 GMC Sierra 2500HD Dbl Cab 4x4 Pro Pickup \$ 48,573.00

SBL – Spray-On Bedliner (UTR, RhinoLining) \$ 629.00

Total \$ 49,202.00

Options:

6SB – 6" Rectangular Step Bars (Black, GM Accy) + \$ 966.00

Price Quoted is for a MiDeal GM Factory Order.

FOB Madison Heights, MI



[Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (22) (✔ Complete)

Price Summary

PRICE SUMMARY		MSRP
Base Price		\$51,700.00
Total Options		\$2,670.00
Vehicle Subtotal		\$54,370.00
Destination Charge		\$2,795.00
Grand Total		~~\$57,165.00~~

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Todd Wenzel Buick-GMC and TW Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Item 4.

[Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (22) (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL
TK20753	2026 GMC Sierra 2500HD 4WD Double Cab 149" Pro

COLORS

CODE	DESCRIPTION
01U	Special Exterior Color

OPTIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements
L8T	Engine, 6.6L V8
MKM	Transmission, 10-Speed automatic
JGG	GVWR, 10,750 lbs. (4876 kg)
GT4	Rear axle, 3.73 ratio
1SA	Pro Preferred Equipment Group
PYT	Wheels, 18" (45.7 cm) 8-spoke painted steel, Silver Extended
QF6	Tires, LT275/70R18E all-terrain, blackwall
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall
AZ3	Seats, front 40/20/40 split-bench
H1T	Jet Black, Cloth seat trim
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen
PCI	Convenience Package
VYU	Snow Plow Prep/Camper Package
K4Z	Battery, auxiliary, 700 cold-cranking amps/70 Amp-hr
KW5	Alternator, 220 amp
NZZ	Skid Plates
UF2	LED Cargo Area Lighting
DBG	Mirrors, outside power-adjustable vertical trailing
AKO	Glass, deep-tinted
QT5	Tailgate, gate function manual with EZ Lift
9L7	Upfitter switch kit, (5)

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Item 4.

[Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (22) (👍 Complete)

OPTIONS	
CODE	DESCRIPTION
KI4	Power outlet, instrument panel, 120-volt
UBI	USB ports, (2) charge-only, rear
KC9	Power outlet, bed mounted, 120-volt
C49	Defogger, rear-window electric
R9W	Deleted Mobile Service Plus.
VQ1	Fleet Processing Option
01U	Special Exterior Color
9V5	Paints, solid, Woodland Green
TGK	Special Paint
Options Total	

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Item 4.

[Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (22) (✓ Complete)

Standard Equipment

Package

Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Pickup bed includes bed assist step

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

GVWR, 10,350 lbs. (4695 kg) (STD) (Included and only available with TC20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or TK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Push Button Start

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Air filter, heavy-duty

Air filtration monitoring

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Trailer brake controller, integrated

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

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Item 4.

[Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (22) (✓ Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQB) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHQB) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available on (ZW9) pickup bed delete.)

CornerStep, rear bumper

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Moldings, beltline, Black

Grille (Chrome with flat black grille insert bars.)

Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Apple CarPlay and Android Auto capable (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

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[Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (22) (✓ Complete)

Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

Wireless phone projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Exterior Temperature Display, located in radio display

Compass, located in instrument cluster

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power

Remote Keyless Entry

Cruise control, steering wheel-mounted

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear (Not available with Regular Cab model.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

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Data Version: 28758. Data Updated: Jun 17, 2026 1:50:00 AM UTC.



Todd Wenzel Buick-GMC and TW Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Item 4.

[Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (22) (✔ Complete)

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting

LED Signature DRL's

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision.)

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)

Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)

Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available on (ZW9) pickup bed delete.)

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Item 4.

[Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (22) (✓ Complete)

Safety-Interior

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including select remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes select remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 28758. Data Updated: Jun 17, 2026 1:50:00 AM UTC.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/13/26

PREPARED BY: Sean P. Ballantine, Director of Public Services

AGENDA ITEM CONTENT: Director of Public Services - Contract Extension - HydroCorp

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$65,000

FUNDS REQUESTED: \$49,140

FUND: 592-551-818-0000

EXECUTIVE SUMMARY:

HydroCorp, formerly HydroDesigns has administered the City's EGGLE-mandated cross-connection control program for the last twenty years, and remains our current vendor after a recent rebid. Pursuant to the terms of the current approved agreement, which expires June 30, HydroCorp is amenable to a 1 year extension with a 4% increase.

RECOMMENDATION:

Staff recommends that Council approve a 1-year extension with HydroCorp, of Troy, and authorize the Director of Public Services to sign on behalf of the City.

MEMORANDUM

Item 5.

DATE: June 30, 2026
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Contract Extension – HydroCorp

HydroCorp, formerly HydroDesigns has administered the City’s EGLE-mandated cross-connection control program for the last twenty years, handling the initial drafting of the plan, prioritization and physical inspections and reinspections of properties, and tracking and submission of all necessary data to the State. This service was recently rebid to include additional scope items which were not in the previous contract; the sole responsive bidder was once again HydroCorp.

Pursuant to the terms of the current approved agreement, which expires June 30, HydroCorp is amenable to a 1 year extension with a 4% increase.

Staff recommends that Council approve a 1-year extension with HydroCorp, of Troy, and authorize the Director of Public Services to sign on behalf of the City.

City of Madison Heights
Department of Public Services
801 Ajax Drive
Madison Heights, Michigan 48071



June 23, 2026

Sean Ballantine
Director of Public Services
City of Madison Heights

RE: Commercial Cross Connection Control Contract Extension

Dear Mr. Ballantine,
In accordance with Appendix B Pricing from RFP MH-24-07 of our current Cross Connection Control Professional Services Agreement, HydroCorp will extend our current contract for an additional one (1) year period. The extension will cover the 12-month period beginning July 1, 2026, and end June 30, 2027.

In accordance with the provisions of our agreement, there will be a 4% increase in the program costs during the extension period. New pricing will be as follows:

Annual Amount: \$49,140.00 Monthly Amount: \$4,095.00

Please note that the scope of work and all project deliverables will remain unchanged during the extension period.

If you have any questions regarding this letter or if I can be of any additional assistance, please let me know. We look forward to working with you and your staff again for the next year.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul M. Patterson".

Paul M. Patterson
Vice President

Accepted by:

_____	_____	_____	_____
Signature	Print	Title	Date



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/13/26

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Second Amendment - Fire Chief Employment Agreement

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$

FUND: 101-336

EXECUTIVE SUMMARY:

The KEIP agreement between Fire Chief Lelito and the City of Madison Heights expires September 30 2026. However, due to staff vacancies we are asking to extend this agreement for three months until the end of the calendar year. This does not increase cost to the department.

RECOMMENDATION:

Staff recommends that City Council approve the Second Amendment to the Fire Chief Employment Agreement to extend this agreement until December 31, 2026.

Fire Chief Employment Agreement Second Amendment

This Second Amendment, made on the **13** of **July 2026** by and between the City of Madison Heights, Michigan a municipal corporation, hereinafter referred to as the “City” and Greg Lelito, the Fire Chief (‘Employee’).

Whereas, the City and the Employee are parties to an employment contract;

Whereas, the City and the Employee are desirous of amending the contract as set forth below;

Whereas, the City and the Employee have discussed these terms and the benefit to both parties, and seek to memorialize the terms in this First Amendment;

Now, Therefore Be It Resolved, in consideration of the mutual covenants in this Agreement, the City and the Employee agree to amend the terms and conditions of employment as provided herein.

Article 4 Section D. Shall be replaced in its entirety by the following paragraph:

Notwithstanding any other provision of the KEIP program, the participant's participation period shall continue through December 31, 2026 (the “participation period”). The participant's monthly pension benefit credited to his account shall cease upon the earlier of the participant's termination of employment or December 31, 2026.

In the event the City Manager terminates the employment contract of the Fire Chief without cause he shall provide sixty days advanced notice.

Upon the acceptance of this Agreement by the Employee and the City Manager this document shall become a formal amendment to the Employee’s Employment Agreement and shall be made Appendix B.

By: Melissa Marsh, City Manager		By: Greg Lelito, Fire Chief
Date:		Date:



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/13/26

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: MERS Annual Meeting Delegate and Alternate Appointment

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$

FUND: 101-248-955-8640

EXECUTIVE SUMMARY:

City Council is requested to appoint Cheryl Rottmann as Officer Delegate and Betsy Burnell as Officer Alternate to attend the 80th Annual MERS Meeting on October 8-9 at the Amway Grand in Grand Rapids.

RECOMMENDATION:

Staff recommends that City Council appoint Cheryl Rottmann as Officer Delegate and Betsy Burnel as Officer Alternate to attend the 80th Annual MERS Meeting on October 8-9 at the Amway Grand, Grand Rapids, Michigan.

2026 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | October 2026

Please print clearly • Scan and attach this file when you register online • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name
Cheryl Rottman

Officer Alternate name
Betsy Burnell

Officer delegate and alternate listed above were appointed to serve during the 2026 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on July 13, 2026.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Employee Alternate name

Employee delegate and alternate listed above were elected to serve during the 2026 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on _____, 2026.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*		Municipality number*		Email address	
Employer address		Employer city		Employer state	Employer zip code
Printed name		Title of authorized authority*			
Authorized signature*				Date	

* Required field

2
ways to
submit

1. Fill out a printed version, then scan and save it to your computer. Upload it when requested during the conference registration process. – OR –
2. Visit the conference website and download the form. Fill it out (an electronic signature is permissible), then save and upload it when requested during the conference registration process.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/13/26

PREPARED BY: Cheryl Rottman - Deputy City Manager/City Clerk

AGENDA ITEM CONTENT: Mayor's Appointment to the Planning Commission

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

The Mayor has requested the appointment of Christopher Molencupp to the Planning Commission with a term ending 8/31/29.

RECOMMENDATION:

If Council concurs, the appropriate motion would be to concur with the Mayor's recommendations and approve the appointment of Christopher Molencupp to the Planning Commission with a term ending August 31, 2029.

City Council Regular Meeting
Madison Heights, Michigan
June 22, 2026

A City Council Regular Meeting was held on Monday, June 22, 2026 at 6:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

PRESENT

Mayor Corey Haines
Mayor Pro Tem William Mier
Councilwoman Toya Aaron
Councilman Sean Fleming
Councilor Laurie Gerald
Councilor Emily Rohrbach
Councilor Quinn Wright

ALSO PRESENT

City Manager Melissa Marsh
City Attorney Larry Sherman
Deputy City Manager/City Clerk Cheryl Rottmann

Councilor Wright gave the invocation and the Pledge of Allegiance followed.

Without objection, Mayor Haines requested that Item#2, *2026 Park and Recreation Month Proclamation*, be presented to staff under Presentations.

PRESENTATIONS:

Mayor Haines read the Parks and Recreation Month Proclamation and presented the proclamation to Recreation Supervisor Brendan Shiemke and Recreation Specialist Colin Cote. Brendan thanked Council for recognizing July as Parks and Recreation month, and noted upcoming July events include a pickleball mixer, soccer clinic, and Zumba.

MEETING OPEN TO THE PUBLIC:

Kevin Wright, resident and representative of Citizens United and the Historical Commission, noted that Juneteenth had it's biggest turnout ever. He thanked the sponsors for their generous support and DPS for their work. He noted that the Festival in the Park is this Sunday, and the Historical Commission is holding a special Open House on Sunday from 5 p.m. to 7:30 p.m. in the Heritage Rooms.

Martha Covert, resident, encouraged residents to obtain information on the R-4 millage. She complimented the Bike Rodeo.

Cathy Chambers, resident, requested a no parking sign so she can get out of her driveway.

Clerk Rottmann entered emailed comments from Kevin Trabucchi in favor of a John R road diet and Merri Bush in opposition to amazon drones flying in the city into the record, and noted that the emails were forwarded to City Council.

CM-26-150. Consent Agenda.

Motion to approve Consent Agenda as read.

Motion made by Councilwoman Aaron, Seconded by Mayor Pro Tem Mier.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-151. Director of Public Services - 2026 Park and Recreation Month.

Motion to adopt the 2026 Parks and Recreation Month Proclamation as follows:

PROCLAMATION

WHEREAS, parks and recreation are an integral part of communities throughout this country, including the City of Madison Heights; and,

WHEREAS, parks and recreation programs promote health and wellness, improving the physical and mental health of people who live near parks; and,

WHEREAS, parks and recreation programs promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and,

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, walking trails, and many other activities designed to promote active lifestyles; and,

WHEREAS, park and recreation programming and educational activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and,

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and,

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,

WHEREAS, the United States House of Representatives has designated July as Parks and Recreation Month; and,

WHEREAS, the City of Madison Heights recognizes the benefits derived from its parks and recreation resources, and the skilled personnel involved in their upkeep and programming,

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Madison Heights hereby proclaim the month of July as

PARK AND RECREATION MONTH

in the City of Madison Heights, and urges all citizens, civic leaders, and civic organizations to join with the National Recreation and Park Association in activities, events and ceremonies designed to pay tribute to our park and recreation professionals, and to recognize the substantial contributions they make toward the enhancement and enjoyment of our residents' quality of life.

Motion made by Councilwoman Aaron, Seconded by Mayor Pro Tem Mier.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Geraldts, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-152. Director of Public Services - 2026 LRIP Cost Participation Agreement.

Motion to approve the Cost Participation Agreement for the 2026 LRIP program and authorize the Mayor to electronically sign on behalf of the City.

Motion made by Councilwoman Aaron, Seconded by Mayor Pro Tem Mier.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Geraldts, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-153. City Manager - Purchase of Leased Vehicles.

Motion to approve the purchase of Vehicle No. 125, a 2021 Ford Escape for the Police Department; Vehicle No. 702, a 2021 Chevrolet Silverado for the Fire Department; and Vehicle No. 430, a 2021 Chevrolet Silverado for the Water and Sewer Fund, from Enterprise Fleet Management for a total cost of \$17,656.27 and authorize the City Manager to execute all documents necessary to complete the purchase.

Motion made by Councilwoman Aaron, Seconded by Mayor Pro Tem Mier.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Geraldts, Councilor Rohrbach, Councilor Wright

Motion carried.

**CM-26-154. City Planner - Resolution for Street Right-of-Way Vacation Request
PEE # 26-01 - GWK/WRC - Unimproved Rights-of-Way.**

Motion to approve the resolution for street vacation request PEE #26-01 as follows:

CITY OF MADISON HEIGHTS

OAKLAND COUNTY, MICHIGAN

STREET VACATION REQUEST RESOLUTION PEE #26-01

A RESOLUTION TO VACATE CERTAIN PUBLIC STREET RIGHT OF WAYS

WHEREAS, the Madison Heights Planning Commission has determined that a need exists to vacate the following unimproved public streets:

WITHIN NORTHEASTERN HIGHWAY SUBDIVISION No. 1 Liber 35, Page 21, O.C.R.

- Red Run Boulevard: All of Red Run Boulevard located in “Northeastern Highway Subdivision No. 1”; Adjacent to lots 658, 682, 683, 701 thru 753 inclusive and 779 thru 783 inclusive.
- Girard Avenue: From Red Run Boulevard to the East line of “Northeastern Highway Subdivision No. 1”; adjacent to lots 753 thru 779 inclusive and 817 thru 841 inclusive; also from Red Run Boulevard Westerly, adjacent to lots 674 to 691, inclusive.
- Osmun Avenue: Adjacent to lots 765, 788 thru 808 inclusive, 816 and 817,; Also that part of said Osmun Avenue South of Girard Avenue to the South line of “Northeastern Highway Subdivision No. 1”; adjacent to lots 766, 841 thru 849 inclusive.
- Delton Avenue: Delton Avenue from Girard Avenue South to the South line of “Northeastern Highway Subdivision No. 1”; adjacent to Lots 784 thru 787 inclusive and adjacent to lots 848 thru 850 inclusive.
- Woodside Avenue: From Red Run Boulevard to the East line of “Northeastern Highway Subdivision No. 1”; Adjacent to lots 746, 747, 791, 792 and 808 thru 816 inclusive; also from Red Run Boulevard Westerly to Townley Avenue; Adjacent to lots 655 thru 659 inclusive and to lot 711.

WITHIN NORTH ACRES SUBDIVISION Liber 33, Page 22, O.C.R.

- Parkdale Avenue: From the Easterly Right of Way line of John R Road, Easterly to the East lines of Lots 32 and 51; Also the North half of Parkdale adjacent to Lot 50.
- Red Run Boulevard: All of Red Run Boulevard located in the entire plat of “North Acres Subdivision”; Adjacent to lots 16 thru 18 inclusive, 49, 51, 52 , 53, 54 and extending to the easterly right of way line of John R Road and also to the North line of “North Acres Subdivision”

WHEREAS, the Planning Commission discussed the street vacation request at their meeting on April 20th, 2026 and recommended to City Council approval of the vacation of the above-described areas; and

WHEREAS, the City Council held a public hearing on May 26th, 2026, and there were no objections from the audience.

NOW, THEREFORE BE IT RESOLVED, that the Madison Heights City Council determines that it is necessary for the health, welfare, comfort and safety of the people of the City of Madison Heights to vacate and discontinue the following unimproved public street rights-of-way:

WITHIN NORTHEASTERN HIGHWAY SUBDIVISION No. 1 Liber 35, Page 21, O.C.R.

- Red Run Boulevard: All of Red Run Boulevard located in “Northeastern Highway Subdivision No. 1”; Adjacent to lots 658, 682, 683, 701 thru 753 inclusive and 779 thru 783 inclusive.
- Girard Avenue: From Red Run Boulevard to the East line of “Northeastern Highway Subdivision No. 1”; adjacent to lots 753 thru 779 inclusive and 817 thru 841 inclusive; also from Red Run Boulevard Westerly, adjacent to lots 674 to 691, inclusive.
- Osmun Avenue: Adjacent to lots 765, 788 thru 808 inclusive, 816 and 817,; Also that part of said Osmun Avenue South of Girard Avenue to the South line of “Northeastern Highway Subdivision No. 1”; adjacent to lots 766, 841 thru 849 inclusive.
- Delton Avenue: Delton Avenue from Girard Avenue South to the South line of “Northeastern Highway Subdivision No. 1”; adjacent to Lots 784 thru 787 inclusive and adjacent to lots 848 thru 850 inclusive.
- Woodside Avenue: From Red Run Boulevard to the East line of “Northeastern Highway Subdivision No. 1”; Adjacent to lots 746, 747, 791, 792 and 808 thru 816 inclusive; also from Red Run Boulevard Westerly to Townley Avenue; Adjacent to lots 655 thru 659 inclusive and to lot 711.

WITHIN NORTH ACRES SUBDIVISION Liber 33, Page 22, O.C.R.

- Parkdale Avenue: From the Easterly Right of Way line of John R Road, Easterly to the East lines of Lots 32 and 51; Also the North half of Parkdale adjacent to Lot 50.
- Red Run Boulevard: All of Red Run Boulevard located in the entire plat of “North Acres Subdivision”; Adjacent to lots 16 thru 18 inclusive, 49, 51, 52 , 53, 54 and extending to the easterly right of way line of John R Road and also to the North line of “North Acres Subdivision”; and

BE IT FURTHER RESOLVED, that public utility easements for the purposes of accessing, maintaining, repairing and improving existing underground and overhead utilities, shall be retained where necessary with confirmation by the Madison Heights Department of Public Services, the Oakland County Water Resources Commissioner and applicable utilities and final authorization by the Mayor and City Clerk.

Motion made by Councilwoman Aaron, Seconded by Mayor Pro Tem Mier.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-155. City Council Special Workshop Meeting Minutes of June 1, 2026.

Motion to approve the Special Workshop Meeting Minutes of June 1, 2026, as printed.

Motion made by Councilwoman Aaron, Seconded by Mayor Pro Tem Mier.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-156. City Council Special Workshop Meeting Minutes of June 5, 2026.

Motion to approve the City Council Special Workshop Meeting Minutes of June 5, 2026 as printed.

Motion made by Councilwoman Aaron, Seconded by Mayor Pro Tem Mier.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-157. City Council Regular Meeting Minutes of June 8, 2026.

Motion to approve the City Council Regular Meeting Minutes of June 8, 2026, as printed.

Motion made by Councilwoman Aaron, Seconded by Mayor Pro Tem Mier.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-158. Finance Director - Amendments to FY 2025-26 Budget and Carryforwards to Amend the FY 2026-27 Budget.

Motion to approve the amendments to the FY 2025-26 Budget and Carryforwards to amend the FY 2026-27 Budget as attached and appropriate the necessary funds.

Motion made by Councilor Rohrbach, Seconded by Mayor Pro Tem Mier.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-159. Finance Director - Amendment to the Capital Asset Management Policy.

Motion to approve implementation of the amendment to the Capital Asset Management Policy increasing the Capitalization Threshold to \$15,000 effective July 1, 2025.

Motion made by Mayor Pro Tem Mier, Seconded by Councilor Wright.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Geraldts, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-160. City Attorney - Amendment to Settlement Agreement with Artic Fox, LLC.

Motion to approve the amendment to the settlement agreement between Artic Fox, LLC and the City of Madison Heights as presented.

Mayor Pro Tem Mier expressed his displeasure with the agreement and stated that he would prefer revocation of their business license.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron.

Voting Yea: Mayor Haines, Councilwoman Aaron, Councilman Fleming, Councilor Geraldts, Councilor Rohrbach, Councilor Wright

Voting Nay: Mayor Pro Tem Mier

Motion carried 6-1.

COUNCIL COMMENTS:

Councilwoman Aaron apologized for her lack of a computer at the meeting, explaining she had arrived directly from an engagement in Livonia. She promoted the upcoming "Music in the Park" event on Wednesday featuring Denise Davis and the Motor City Sensation, noting that the Funk It Up Fries food truck would be on-site. Highlighting that July is Disability Pride Month, she announced a library speaker series on neurodivergence and autism with presentations from an educator on June 15th and a parent on July 29th. Finally, she thanked the HREC for awarding her son, Jordan, a Juneteenth scholarship, emphasizing that the award was based on the merit of his essay.

Mayor Pro Tem Mier welcomed back the City Clerk and encouraged residents to submit nominations for the city's beautification awards, sharing an anecdote about an 80-year-old neighbor's dedication to her yard. He thanked Kevin Wright for his work on the Juneteenth event and reminded the public of the upcoming historical museum open house and fireworks display. Additionally, he shared the news of the birth of his sixth grandchild, Franklin William, who was born the previous Tuesday.

Councilor Wright apologized for his absence at the previous meeting, which he missed to attend an event honoring his lifelong mentor, Michael Serling, by the Michigan Jewish Sports

Foundation. He thanked the organizers of the Juneteenth celebration, emphasizing the importance of inclusivity and community members advocating for one another. He also invited the community to the "Revin in the Heights" car show on September 19th and concluded by reminding everyone to "be kind".

City Attorney Sherman shared that he had missed the previous meeting to attend the Michigan Jewish Sports Foundation's annual charity outing, where he serves as a vice president. He highlighted the event's honorees, including Alan Trammell and Dan Shulman, and noted the foundation's success in raising over \$2 million for cancer research. He concluded by wishing the community a safe and happy Fourth of July and 250th birthday celebration.

City Manager Marsh focused her closing remarks on Proposal R-4 (the Neighborhood Road Millage), emphasizing the importance of residents getting the "facts" directly from city staff rather than social media. She announced three upcoming opportunities for residents to ask questions: informational sessions on Thursday at the Active Adult Center (3:00 PM) and the Madison Early Childhood Center (6:00 PM), and a table at the Festival in the Park on Sunday from 6:00 to 8:00 PM. She encouraged any residents unable to attend these events to contact her directly via phone, email, or by visiting City Hall.

Deputy City Manager/City Clerk Rottmann announced that absentee ballots for the upcoming primary election were expected to be mailed by the end of the week. She reminded residents that while those on the permanent ballot list receive ballots automatically, others must submit an application through her office or the state's website. Regarding the primary, she provided two critical voting reminders: voters must not "split their ticket" between parties, and they must remember to vote both sides of the ballot, noting a large gap on the physical ballot that might cause voters to miss the reverse side.

Councilor Rohrbach wished the community a Happy Father's Day and expressed her appreciation for the volunteers and organizations, specifically Madison Heights Citizens United, that made the Juneteenth celebration a success. She concluded by inviting residents to the Festival in the Park and wishing everyone a safe and happy Fourth of July.

Councilor Gerald noted her pride in working on the Juneteenth celebration since its inception and announced a 250-year photo contest hosted by the library, with submissions accepted through October. She reminded residents that there would be no concert in the park the following week due to the holiday.

Councilman Fleming congratulated Jordan Aaron on his scholarship and expressed his desire to work with the City Attorney on stricter e-bike laws following a recent tragedy in Ferndale. He emphasized the need for safety guidelines and community input on future ordinances. He also thanked Kevin Wright for the Juneteenth event and expressed interest in the upcoming pickleball mixer.

Mayor Haines congratulated Jordan Aaron and thanked the volunteers and city departments for their efforts in hosting the Juneteenth celebration. He noted the upcoming Festival in the Park but mentioned he might be unable to attend due to a medical procedure scheduled for Friday. Finally, he addressed a resident's concerns regarding local parking and trees on Forest and Lennox, assuring her that the city is currently investigating the matter.

ADJOURNMENT:

Having no further business, Mayor Haines adjourned the meeting at 7:15 p.m.

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	6/22/2026 Amendments	6/22/2026 Carryforward	FY 2025-26 Amended Budget
General Fund (101)						
<u>Revenues</u>						
Property Taxes	\$ 27,737,742	\$ -	\$ -	\$ 163,700	\$ -	\$ 27,901,442
Business Licenses/Permits	589,486	-	-	67,000	-	656,486
Non-Business License/Permits	791,734	-	-	180,000	-	971,734
Federal Shared Revenues	555,000	600,000	-	(1,025,000)	(73,150)	56,850
State Shared Revenues	6,188,770	403,200	(131,415)	250,319	-	6,710,874
Other Governmental Revenues	260,610	-	-	-	-	260,610
County Shared Revenues	39,105	-	-	-	-	39,105
SMART Shared Revenues	70,019	-	-	-	-	70,019
Court Revenues	1,552,000	-	-	(200,000)	-	1,352,000
Charges for Services	272,180	-	-	-	-	272,180
Sales - Miscellaneous	5,950	-	-	-	-	5,950
Recreation Program Revenues	284,500	-	-	-	-	284,500
Miscellaneous Revenues	2,237,356	-	118,580	600,000	-	2,955,936
Sale of Fixed Assets	97,000	-	-	-	-	97,000
Departmental Charges	849,441	-	-	-	-	849,441
Transfers	291,899	-	20,000	-	-	311,899
(Contr. To)/Use of Fund Balance	436,521	3,568,663	588,037	(508,369)	(1,481,300)	2,603,552
Total Revenues	\$ 42,259,313	\$ 4,571,863	\$ 595,202	\$ (472,350)	\$ (1,554,450)	\$ 45,399,578

<u>Expenditures</u>						
Mayor & Council	\$ 64,201	\$ -	\$ -	\$ -	\$ -	\$ 64,201
City Manager	295,902	-	-	-	-	295,902
Finance	929,617	-	-	-	-	929,617
City Clerk	467,141	-	-	-	-	467,141
Information Technology	617,637	220,750	97,150	-	(202,100)	733,437
Insurance	372,490	-	-	12,650	-	385,140
Board of Review	2,373	-	-	-	-	2,373
General Administration	1,314,624	-	30,000	-	-	1,344,624
Assessing	247,787	-	-	-	-	247,787
Election	144,538	-	25,573	-	-	170,111
DPS-Municipal Building	67,384	620,000	-	(500,000)	(120,000)	67,384
Legal	481,960	-	-	-	-	481,960
DPS-Custodial & Maintenance	200,817	-	-	15,000	-	215,817
Human Resources	475,684	-	-	-	-	475,684
District Court	1,595,229	141,505	-	-	(12,000)	1,724,734
Police	14,457,705	190,084	109,815	-	(156,000)	14,601,604
Fire	10,119,061	1,347,000	236,169	-	(595,200)	11,107,030
DPS-Streets	1,155,660	165,896	88,611	-	(146,150)	1,264,017
DPS-Solid Waste	3,034,292	1,046,800	-	-	(85,000)	3,996,092
Community Development	1,266,172	110,000	-	-	(28,000)	1,348,172
DPS-Recreation	376,269	-	-	-	-	376,269
DPS-Parks	1,466,171	676,000	7,884	-	(210,000)	1,940,055
DPS-Active Adult Center	574,835	46,828	-	-	-	621,663
Library	1,020,957	7,000	-	-	-	1,027,957
Pension Obligation Debt Services	1,027,707	-	-	-	-	1,027,707
Transfer Out	483,100	-	-	-	-	483,100
Total Expenditures	\$ 42,259,313	\$ 4,571,863	\$ 595,202	\$ (472,350)	\$ (1,554,450)	\$ 45,399,578

Major Streets (202)

<u>Revenues</u>						
State Shared Revenues	\$ 2,715,325	\$ -	\$ -	\$ -	\$ -	\$ 2,715,325
County Shared Revenues	86,086	-	-	-	-	86,086
Miscellaneous Revenues	-	-	-	-	-	-
Prior Years Fund Balance	(626,269)	1,492,508	-	250,000	(600,000)	516,239
Total Revenues	\$ 2,175,142	\$ 1,492,508	\$ -	\$ 250,000	\$ (600,000)	\$ 3,317,650

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	6/22/2026 Amendments	6/22/2026 Carryforward	FY 2025-26 Amended Budget
<u>Expenditures</u>						
Construction	\$ 1,525,000	\$ 1,492,508	\$ -	\$ 250,000	\$ (600,000)	\$ 2,667,508
Maintenance	166,978	-	-	-	-	166,978
Traffic Services	191,094	-	-	-	-	191,094
Winter Maintenance	192,408	-	-	-	-	192,408
Administration	10,873	-	-	-	-	10,873
County Roads	88,789	-	-	-	-	88,789
Transfers	-	-	-	-	-	-
Total Expenditures	<u>\$ 2,175,142</u>	<u>\$ 1,492,508</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ (600,000)</u>	<u>\$ 3,317,650</u>

Local Streets (203)

<u>Revenues</u>						
Property Taxes	\$ 2,104,690	\$ -	\$ -	\$ -	\$ -	\$ 2,104,690
State Shared Revenues	1,250,336	-	151,295	-	-	1,401,631
County Shared Revenues	-	-	-	-	-	-
Miscellaneous Revenue	50,000	-	-	-	-	50,000
Transfers In	-	-	-	-	-	-
Prior Years Fund Balance	(923,731)	-	(151,295)	767,000	-	(308,026)
Total Revenues	<u>\$ 2,481,295</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 767,000</u>	<u>\$ -</u>	<u>\$ 3,248,295</u>

<u>Expenditures</u>						
Construction	\$ 1,956,000	\$ -	\$ -	\$ 767,000	\$ -	\$ 2,723,000
Maintenance	309,127	-	-	-	-	309,127
Traffic Services	136,147	-	-	-	-	136,147
Winter Maintenance	50,740	-	-	-	-	50,740
Administration	29,281	-	-	-	-	29,281
Transfers	-	-	-	-	-	-
Total Expenditures	<u>\$ 2,481,295</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 767,000</u>	<u>\$ -</u>	<u>\$ 3,248,295</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	6/22/2026 Amendments	6/22/2026 Carryforward	FY 2025-26 Amended Budget
<u>Parks Maintenance & Improvement Fund (208)</u>						
<u>Revenues</u>						
Miscellaneous	\$ 48,972	\$ -	\$ -	\$ -	\$ -	\$ 48,972
Prior Years Fund Balance	50,000	-	-	-	-	50,000
Total Revenues	<u>\$ 98,972</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 98,972</u>
<u>Expenditures</u>						
Parks Maintenance & Improvement	\$ 98,972	\$ -	\$ -	\$ -	\$ -	\$ 98,972
Transfers	-	-	-	-	-	-
Total Expenditures	<u>\$ 98,972</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 98,972</u>
<u>Downtown Development Authority (248)</u>						
<u>Revenues</u>						
Property Taxes	\$ 254,909	\$ -	\$ -	\$ -	\$ -	\$ 254,909
State Shared Revenues	27,545	-	-	-	-	27,545
County Shared Revenues	-	-	-	-	-	-
Miscellaneous Revenue	500	-	-	-	-	500
Prior Years Fund Balance	(110,789)	725,562	-	-	-	614,773
Transfers In	-	-	-	-	-	-
Total Revenues	<u>\$ 172,165</u>	<u>\$ 725,562</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 897,727</u>
<u>Expenditures</u>						
Downtown Development	\$ 87,766	\$ -	\$ -	\$ -	\$ -	\$ 87,766
Capital Outlay	55,000	725,562	-	-	-	780,562
Transfers	29,399	-	-	-	-	29,399
Total Expenditures	<u>\$ 172,165</u>	<u>\$ 725,562</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 897,727</u>
<u>Drug Forfeiture Fund (265)</u>						
<u>Revenues</u>						
Other Governmental Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Revenue	250	-	-	-	-	250
Transfers In	-	-	-	-	-	-
Prior Years Fund Balance	55,250	-	-	-	-	55,250
Total Revenues	<u>\$ 55,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 55,500</u>
<u>Expenditures</u>						
Vehicle - State, Patrol Vehicles	\$ 55,500	\$ -	\$ -	\$ -	\$ -	\$ 55,500
Total Expenditures	<u>\$ 55,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 55,500</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	6/22/2026 Amendments	6/22/2026 Carryforward	FY 2025-26 Amended Budget
<u>Community Improvement Fund (276)</u>						
<u>Revenues</u>						
Federal Shared Revenues	\$ 137,359	\$ -	\$ -	\$ 42,000	\$ -	\$ 179,359
Prior Years Fund Balance	-	-	-	-	-	-
Total Revenues	<u>\$ 137,359</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 42,000</u>	<u>\$ -</u>	<u>\$ 179,359</u>
<u>Expenditures</u>						
Community Development	\$ 137,359	\$ -	\$ -	\$ 42,000	\$ -	\$ 179,359
Total Expenditures	<u>\$ 137,359</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 42,000</u>	<u>\$ -</u>	<u>\$ 179,359</u>
<u>Special Assessment Revolving (297)</u>						
<u>Revenues</u>						
Use of Fund Balance	\$ 32,500	\$ -	\$ -	\$ -	\$ -	\$ 32,500
Total Revenues	<u>\$ 32,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 32,500</u>
<u>Expenditures</u>						
Construction	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Transfers Out	2,500	-	-	-	-	2,500
Total Expenditures	<u>\$ 32,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 32,500</u>
<u>Municipal Building Bond (370)</u>						
<u>Revenues</u>						
Transfers In	\$ 483,100	\$ -	\$ -	\$ -	\$ -	\$ 483,100
Total Revenues	<u>\$ 483,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 483,100</u>
<u>Expenditures</u>						
Debt Service	\$ 483,100	\$ -	\$ -	\$ -	\$ -	\$ 483,100
Total Expenditures	<u>\$ 483,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 483,100</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	6/22/2026 Amendments	6/22/2026 Carryforward	FY 2025-26 Amended Budget
Water & Sewer Fund (592)						
<u>Revenues</u>						
Sales of Water	\$ 5,938,781	\$ -	\$ -	\$ 470,000	\$ -	\$ 6,408,781
Sales of Sewer	7,935,461	-	-	100,000	-	8,035,461
Charges for Services	45,000	-	-	-	-	45,000
Miscellaneous	163,800	-	-	40,000	-	203,800
Sale of Fixed Assets	12,000	-	-	-	-	12,000
Department Charges	115,000	-	-	-	-	115,000
Transfers	-	-	-	-	-	-
Prior Years Fund Balance	148,434	1,115,500	20,000	(135,000)	(1,543,750)	(394,816)
Total Revenues	<u>\$ 14,358,476</u>	<u>\$ 1,115,500</u>	<u>\$ 20,000</u>	<u>\$ 475,000</u>	<u>\$ (1,543,750)</u>	<u>\$ 14,425,226</u>
<u>Expenditures</u>						
Sewage Disposal	\$ 5,013,019	\$ -	\$ -	\$ -	\$ -	\$ 5,013,019
Water Purchased	3,085,036	-	-	-	-	3,085,036
Water System Maintenance	913,120	-	-	400,000	-	1,313,120
Water Tapping & Installation	50,000	-	-	75,000	-	125,000
Sewer System Maintenance	658,198	-	-	-	-	658,198
General Service Building	236,952	-	-	-	-	236,952
General Administration	1,718,628	-	-	-	-	1,718,628
Capital Outlay	2,531,610	1,115,500	-	-	(1,543,750)	2,103,360
Debt Administration	151,913	-	-	-	-	151,913
Transfers	-	-	20,000	-	-	20,000
Total Expenditures	<u>\$ 14,358,476</u>	<u>\$ 1,115,500</u>	<u>\$ 20,000</u>	<u>\$ 475,000</u>	<u>\$ (1,543,750)</u>	<u>\$ 14,425,226</u>
Department of Public Services (650)						
<u>Revenues</u>						
Contributions - General Fund	\$ 786,922	\$ -	\$ -	\$ -	\$ -	\$ 786,922
Contributions - Major Streets	63,676	-	-	-	-	63,676
Contributions - Local Streets	129,151	-	-	-	-	129,151
Contributions - Water/Sewer	1,425,637	-	-	-	-	1,425,637
Prior Years Fund Balance	-	-	-	-	-	-
Total Revenues	<u>\$ 2,405,386</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,405,386</u>
<u>Expenditures</u>						
Department of Public Services	\$ 2,405,386	\$ -	\$ -	\$ -	\$ -	\$ 2,405,386
Total Expenditures	<u>\$ 2,405,386</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,405,386</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	6/22/2026 Amendments	6/22/2026 Carryforward	FY 2025-26 Amended Budget
<u>Motor Pool and Equipment Fund (661)</u>						
<u>Revenues</u>						
Contributions - General Fund	\$ 1,164,580	\$ -	\$ -	\$ -	\$ -	\$ 1,164,580
Contributions - Water/Sewer	96,470	-	-	-	-	96,470
Fund Balance	-	-	-	-	-	-
Total Revenues	<u>\$ 1,261,050</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,261,050</u>
<u>Expenditures</u>						
Motorpool	\$ 1,261,050	\$ -	\$ -	\$ -	\$ -	\$ 1,261,050
Total Expenditures	<u>\$ 1,261,050</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,261,050</u>
<u>Chapter 20 Drain Debt Service Fund (870)</u>						
<u>Revenues</u>						
Property Taxes	\$ 223,708	\$ -	\$ -	\$ -	\$ -	\$ 223,708
Total Revenues	<u>\$ 223,708</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 223,708</u>
<u>Expenditures</u>						
Services and Charges	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Debt Service	73,708	-	-	-	-	73,708
Total Expenditures	<u>\$ 223,708</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 223,708</u>

EXHIBIT A
City of Madison Heights
Explanation of Amendments for FY 2025-26

General Fund Revenues (101)	Explanation	Amount	Account Number
Property Taxes - Tax Administrative Fees	Adjust to Actual	\$ 37,100	101-011-447-0000
Property Taxes - PPT Reimbursement	Adjust to Actual	126,600	101-011-573-4172
Business Licenses/Permits	Adjust to Estimated Actual	67,000	101-014-476-4570
Non-Business Licenses/Permits - Construction Permits	Adjust to Estimated Actual	180,000	101-017-476-4771
Federal Shared Revenues - Federal Grant - Other	Energy Futures Grant Canceled	(500,000)	101-021-528-5288
Federal Shared Revenues - Federal Grant - Other	HUD Grant Recorded in Fund 272	(525,000)	101-021-528-5288
State Shared Revenues - State Grant - Public Safety	State Revenue Sharing for Police	70,000	101-023-543-0000
State Shared Revenues - State Grant - Other	State Small Business Taxpayer Exemption Reimbursement	102,370	101-023-569-5766
State Shared Revenues - Local Community Stabilization	Adjust to Actual	155,174	101-023-573-0000
State Shared Revenues - Sales Tax Constitutional	Adjust to Estimated Actual	(77,225)	101-023-574-5752
Court Revenues - Court Fines	Adjust to Actual	(35,000)	101-027-604-1000
Court Revenues - Court Cost City	Adjust to Actual	(125,000)	101-027-604-3000
Court Revenues - Probation Oversight	Adjust to Actual	(40,000)	101-027-607-6045
Miscellaneous Revenues - Interest Earned	Adjust to Estimated Actual	600,000	101-044-665-5000
Prior Years Fund Balance	Use of Fund Balance	(508,369)	101-053-692-6970
Total General Fund Revenues		<u>\$ (472,350)</u>	

General Fund Expenditures (101)	Explanation	Amount	Account Number
Insurance - Insurance and Bonds	Adjust to Actual	\$ 12,650	101-236-962-9100
Municipal Building - Contractual Services - Federal	Energy Futures Grant Canceled	(500,000)	101-265-818-0044
Custodial and Maintenance - Contractual Services	Court Building EIFS and Doorway Repairs	15,000	101-267-818-0000
Total General Fund Expenditures		<u>\$ (472,350)</u>	

Major Streets Fund Revenues (202)	Explanation	Amount	Account Number
Prior Years Fund Balance	Use of Fund Balance	\$ 250,000	202-053-692-6970
Total Major Streets Fund Revenues		<u>\$ 250,000</u>	

Major Streets Fund Expenditures (202)	Explanation	Amount	Account Number
Construction - 11 Mile Sectional	Adjust to Actual	\$ 250,000	202-450-989-0025
Total Major Streets Fund Expenditures		<u>\$ 250,000</u>	

Local Streets Revenues (203)	Explanation	Amount	Account Number
Prior Years Fund Balance	Use of Fund Balance	\$ 767,000	203-053-692-6970
Total Local Streets Revenues		<u>\$ 767,000</u>	

Local Streets Expenditures (203)	Explanation	Amount	Account Number
R-3 Alger, Diesing to 12 Mile	Adjust to Actual	\$ 100,000	203-450-989-0654
R-3 Delton, 11 Mile to University	Adjust to Actual	332,000	203-450-989-0655
R-3 Osmun, 11 Mile to University	Adjust to Actual	335,000	203-450-989-0658
Total Local Streets Expenditures		<u>\$ 767,000</u>	

EXHIBIT A
City of Madison Heights
Explanation of Amendments for FY 2025-26

Community Improvement Revenues (276)	Explanation	Amount	Account Number
County Block 18	Adjust to Actual	\$ 42,000	276-021-522-6818

Total Local Streets Revenues \$ 42,000

Community Improvement Expenditures (276)	Explanation	Amount	Account Number
Community Development - Contractual Services	Adjust to Actual	\$ 42,000	276-728-818-0000

Total Local Streets Expenditures \$ 42,000

Water and Sewer Fund Revenues (592)	Explanation	Amount	Account Number
Water Sales - Penalties	Adjust to Estimated Actual	\$ 100,000	592-010-632-6120
Water Sales - Residential Water Sales	Adjust to Estimated Actual	300,000	592-010-642-6430
Water Sales - Commercial Water Sales	Adjust to Estimated Actual	70,000	592-010-642-6440
Sewage Disposal - Sewage Disposal Charges	Adjust to Estimated Actual	100,000	592-020-630-6115
Miscellaneous Revenue - Interest Earned	Adjust to Estimated Actual	40,000	592-044-665-5000
Prior Years Fund Balance	Use of Fund Balance	(135,000)	592-053-692-6970

Total Water and Sewer Fund Revenues \$ 475,000

Water and Sewer Fund Expenditures (592)	Explanation	Amount	Account Number
Water System Maintenance - Contractual Services	Watermain Breaks	\$ 400,000	592-551-818-0000
General Service Building - Insurance and Bonds	Adjust to Actual	75,000	592-565-962-9100

Total Water and Sewer Fund Expenditures \$ 475,000

**CITY OF MADISON HEIGHTS
AMENDED BUDGET FY 2025-26**

General Fund (101)	2026-27 ORIGINAL BUDGET	2025-26 CARRY FORWARD	2026-27 AMENDED BUDGET
<u>Revenues</u>			
Property Taxes	\$ 28,362,187	\$ -	\$ 28,362,187
Business Licenses/Permits	635,800	-	635,800
Non-Business License/Permits	796,500	-	796,500
Federal Shared Revenues	30,000	73,150	103,150
State Shared Revenues	6,012,620	-	6,012,620
Other Governmental Revenues	245,048	-	245,048
County Shared Revenues	38,186	-	38,186
SMART Shared Revenues	70,019	-	70,019
Court Revenues	1,567,000	-	1,567,000
Charges for Services	308,680	-	308,680
Sales - Miscellaneous	10,200	-	10,200
Recreation Program Revenues	343,200	-	343,200
Miscellaneous Revenues	2,908,356	-	2,908,356
Sale of Fixed Assets	67,500	-	67,500
Departmental Charges	971,253	-	971,253
Transfers	529,936	-	529,936
(Contr. To)/Use of Fund Balance	427,833	1,481,300	1,909,133
Total Revenues	<u>\$ 43,324,318</u>	<u>\$ 1,554,450</u>	<u>\$ 44,878,768</u>
<u>Expenditures</u>			
Mayor & Council	\$ 67,834	\$ -	\$ 67,834
City Manager	305,911	-	305,911
Finance	1,025,338	-	1,025,338
City Clerk	456,513	-	456,513
Information Technology	495,199	202,100	697,299
Insurance	396,660	-	396,660
Board of Review	2,373	-	2,373
General Administration	1,490,116	-	1,490,116
Assessing	273,944	-	273,944
Election	270,950	-	270,950
DPS-Municipal Building	67,631	120,000	187,631
Legal	457,000	-	457,000
DPS-Custodial & Maintenance	209,902	-	209,902
Human Resources	487,185	-	487,185
District Court	1,641,870	12,000	1,653,870
Police	14,694,943	156,000	14,850,943
Fire	10,232,152	595,200	10,827,352
DPS-Streets	1,162,405	146,150	1,308,555
DPS-Solid Waste	3,235,924	85,000	3,320,924
Community Development	1,352,308	28,000	1,380,308
DPS-Recreation	434,400	-	434,400
DPS-Parks	1,345,450	210,000	1,555,450
DPS-Active Adult Center	623,989	-	623,989
Library	1,085,527	-	1,085,527
Pension Obligation Debt Services	1,025,494	-	1,025,494
Transfer Out	483,300	-	483,300
Total Expenditures	<u>\$ 43,324,318</u>	<u>\$ 1,554,450</u>	<u>\$ 44,878,768</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET FY 2025-26**

Major Streets (202)	2026-27 ORIGINAL BUDGET	2025-26 CARRY FORWARD	2026-27 AMENDED BUDGET
<u>Revenues</u>			
State Shared Revenues	\$ 2,758,356	\$ -	\$ 2,758,356
County Shared Revenues	86,595	-	86,595
Miscellaneous Revenues	-	-	-
Prior Years Fund Balance	(845,993)	600,000	(245,993)
Total Revenues	<u>\$ 1,998,958</u>	<u>\$ 600,000</u>	<u>\$ 2,598,958</u>
<u>Expenditures</u>			
Construction	\$ 1,375,000	\$ 600,000	\$ 1,975,000
Maintenance	167,986	-	167,986
Traffic Services	161,994	-	161,994
Winter Maintenance	192,830	-	192,830
Administration	11,191	-	11,191
County Roads	89,957	-	89,957
Transfers	-	-	-
Total Expenditures	<u>\$ 1,998,958</u>	<u>\$ 600,000</u>	<u>\$ 2,598,958</u>
Local Streets (203)	2026-27 ORIGINAL BUDGET	2025-26 CARRY FORWARD	2026-27 AMENDED BUDGET
<u>Revenues</u>			
Property Taxes	\$ 2,174,735	\$ -	\$ 2,174,735
State Shared Revenues	2,573,724	-	2,573,724
County Shared Revenues	-	-	-
Miscellaneous Revenue	75,000	-	75,000
Transfers In	-	-	-
Prior Years Fund Balance	(1,484,628)	-	(1,484,628)
Total Revenues	<u>\$ 3,338,831</u>	<u>\$ -</u>	<u>\$ 3,338,831</u>
<u>Expenditures</u>			
Construction	\$ 2,828,000	\$ -	\$ 2,828,000
Maintenance	311,509	-	311,509
Traffic Services	138,638	-	138,638
Winter Maintenance	51,126	-	51,126
Administration	9,558	-	9,558
Transfers	-	-	-
Total Expenditures	<u>\$ 3,338,831</u>	<u>\$ -</u>	<u>\$ 3,338,831</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET FY 2025-26**

<u>Parks Maintenance & Improvement Fund (208)</u>	2026-27 ORIGINAL BUDGET	2025-26 CARRY FORWARD	2026-27 AMENDED BUDGET
<u>Revenues</u>			
Miscellaneous	\$ 46,000	\$ -	\$ 46,000
Prior Years Fund Balance	17,887	-	17,887
Total Revenues	<u>\$ 63,887</u>	<u>\$ -</u>	<u>\$ 63,887</u>
<u>Expenditures</u>			
Parks Maintenance & Improvement	\$ 63,887	\$ -	\$ 63,887
Transfers	-	-	-
Total Expenditures	<u>\$ 63,887</u>	<u>\$ -</u>	<u>\$ 63,887</u>
<u>Downtown Development Authority (248)</u>	2026-27 ORIGINAL BUDGET	2025-26 CARRY FORWARD	2026-27 AMENDED BUDGET
<u>Revenues</u>			
Property Taxes	\$ 264,221	\$ -	\$ 264,221
State Shared Revenues	26,810	-	26,810
County Shared Revenues	-	-	-
Miscellaneous Revenue	500	-	500
Prior Years Fund Balance	(84,702)	-	(84,702)
Transfers In	-	-	-
Total Revenues	<u>\$ 206,829</u>	<u>\$ -</u>	<u>\$ 206,829</u>
<u>Expenditures</u>			
Downtown Development	\$ 91,560	\$ -	\$ 91,560
Capital Outlay	85,000	-	85,000
Transfers	30,269	-	30,269
Total Expenditures	<u>\$ 206,829</u>	<u>\$ -</u>	<u>\$ 206,829</u>
<u>Drug Forfeiture Fund (265)</u>	2026-27 ORIGINAL BUDGET	2025-26 CARRY FORWARD	2026-27 AMENDED BUDGET
<u>Revenues</u>			
Other Governmental Revenues	\$ 24,000	\$ -	\$ 24,000
Miscellaneous Revenue	500	-	500
Transfers In	-	-	-
Prior Years Fund Balance	37,000	-	37,000
Total Revenues	<u>\$ 61,500</u>	<u>\$ -</u>	<u>\$ 61,500</u>
<u>Expenditures</u>			
Vehicle - State, Patrol Vehicles	\$ 61,500	\$ -	\$ 61,500
Total Expenditures	<u>\$ 61,500</u>	<u>\$ -</u>	<u>\$ 61,500</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET FY 2025-26**

Community Improvement Fund (276)	2026-27 ORIGINAL BUDGET	2025-26 CARRY FORWARD	2026-27 AMENDED BUDGET
<u>Revenues</u>			
Federal Shared Revenues	\$ 153,311	\$ -	\$ 153,311
Prior Years Fund Balance	-	-	-
Total Revenues	<u>\$ 153,311</u>	<u>\$ -</u>	<u>\$ 153,311</u>
<u>Expenditures</u>			
Community Development	\$ 153,311	\$ -	\$ 153,311
Total Expenditures	<u>\$ 153,311</u>	<u>\$ -</u>	<u>\$ 153,311</u>
Special Assessment Revolving (297)	2026-27 ORIGINAL BUDGET	2025-26 CARRY FORWARD	2026-27 AMENDED BUDGET
<u>Revenues</u>			
Miscellaneous Revenue	\$ 2,500		\$ 2,500
Special Assessment Revenue	2,459		2,459
Use of Fund Balance	27,541	-	27,541
Total Revenues	<u>\$ 32,500</u>	<u>\$ -</u>	<u>\$ 32,500</u>
<u>Expenditures</u>			
Construction	\$ 30,000	\$ -	\$ 30,000
Transfers Out	2,500	-	2,500
Total Expenditures	<u>\$ 32,500</u>	<u>\$ -</u>	<u>\$ 32,500</u>
Municipal Building Bond (370)	2026-27 ORIGINAL BUDGET	2025-26 CARRY FORWARD	2026-27 AMENDED BUDGET
<u>Revenues</u>			
Transfers In	\$ 483,300	\$ -	\$ 483,300
Total Revenues	<u>\$ 483,300</u>	<u>\$ -</u>	<u>\$ 483,300</u>
<u>Expenditures</u>			
Debt Service	\$ 483,300	\$ -	\$ 483,300
Total Expenditures	<u>\$ 483,300</u>	<u>\$ -</u>	<u>\$ 483,300</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET FY 2025-26**

Water & Sewer Fund (592)	2026-27	2025-26	2026-27
	ORIGINAL	CARRY	AMENDED
	BUDGET	FORWARD	BUDGET
<u>Revenues</u>			
Sales of Water	\$ 6,380,046	\$ -	\$ 6,380,046
Sales of Sewer	8,442,414	-	8,442,414
Charges for Services	55,000	-	55,000
Miscellaneous	178,800	-	178,800
Sale of Fixed Assets	28,500	-	28,500
Department Charges	115,000	-	115,000
Transfers	-	-	-
Prior Years Fund Balance	162,187	1,543,750	1,705,937
Total Revenues	<u>\$ 15,361,947</u>	<u>\$ 1,543,750</u>	<u>\$ 16,905,697</u>
<u>Expenditures</u>			
Sewage Disposal	\$ 5,400,285	\$ -	\$ 5,400,285
Water Purchased	3,047,016	-	3,047,016
Water System Maintenance	980,467	-	980,467
Water Tapping & Installation	40,000	-	40,000
Sewer System Maintenance	668,846	-	668,846
General Service Building	270,912	-	270,912
General Administration	1,856,691	-	1,856,691
Capital Outlay	2,946,043	1,543,750	4,489,793
Debt Administration	151,687	-	151,687
Total Expenditures	<u>\$ 15,361,947</u>	<u>\$ 1,543,750</u>	<u>\$ 16,905,697</u>
Department of Public Services (650)	2026-27	2025-26	2026-27
	ORIGINAL	CARRY	AMENDED
	BUDGET	FORWARD	BUDGET
<u>Revenues</u>			
Contributions - General Fund	\$ 800,824	\$ -	\$ 800,824
Contributions - Major Streets	63,707	-	63,707
Contributions - Local Streets	134,151	-	134,151
Contributions - Water/Sewer	1,450,820	-	1,450,820
Prior Years Fund Balance	-	-	-
Total Revenues	<u>\$ 2,449,502</u>	<u>\$ -</u>	<u>\$ 2,449,502</u>
<u>Expenditures</u>			
Department of Public Services	\$ 2,449,502	\$ -	\$ 2,449,502
Total Expenditures	<u>\$ 2,449,502</u>	<u>\$ -</u>	<u>\$ 2,449,502</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET FY 2025-26**

<u>Motor Pool and Equipment Fund (661)</u>	2026-27 ORIGINAL BUDGET	2025-26 CARRY FORWARD	2026-27 AMENDED BUDGET
<u>Revenues</u>			
Contributions - General Fund	\$ 1,160,741	\$ -	\$ 1,160,741
Contributions - Water/Sewer	127,851	-	127,851
Prior Years Fund Balance	-	-	-
Total Revenues	<u>\$ 1,288,592</u>	<u>\$ -</u>	<u>\$ 1,288,592</u>
<u>Expenditures</u>			
Motorpool	\$ 1,288,592	\$ -	\$ 1,288,592
Total Expenditures	<u>\$ 1,288,592</u>	<u>\$ -</u>	<u>\$ 1,288,592</u>
 <u>Chapter 20 Drain Debt Service Fund (870)</u>			
	2026-27 ORIGINAL BUDGET	2025-26 CARRY FORWARD	2026-27 AMENDED BUDGET
<u>Revenues</u>			
Property Taxes	\$ 214,027	\$ -	\$ 214,027
Total Revenues	<u>\$ 214,027</u>	<u>\$ -</u>	<u>\$ 214,027</u>
<u>Expenditures</u>			
Services and Charges	\$ 150,000	\$ -	\$ 150,000
Debt Service	64,027	-	64,027
Total Expenditures	<u>\$ 214,027</u>	<u>\$ -</u>	<u>\$ 214,027</u>

EXHIBIT B
City of Madison Heights
Explanation of Carryforwards from FY 2025-26 to FY 2026-27

General Fund Revenues (101)	Explanation	Amount	Account Number
Federal Shared Revenues - Federal Grant - Other	Federal Grant projects Senior Chore and Safer Streets TAP	\$ 73,150	101-021-528-5288
Prior Years Fund Balance	Use of Fund Balance	1,481,300	101-053-692-6970

Total General Fund Revenues \$ 1,554,450

General Fund Expenditures (101)	Explanation	Amount	Account Number
Information Technology - Computer Equipment	Phone System Upgrade Project	\$ 187,500	101-228-982-0000
Information Technology - Computer Equipment	Network Equipment Update	14,600	101-228-982-0000
Municipal Building - Improvements	Security Additions	20,000	101-265-987-0000
Municipal Building - Improvements	Parking Lot Repairs (Phase 1)	100,000	101-265-987-0000
Court - Machinery and Equipment	Security Equipment Upgrade Project	12,000	101-286-982-0000
Police - Improvements	Police Men's Locker Replacement	47,000	101-301-987-0000
Police - Improvements	Carpet Replacement	65,000	101-301-987-0000
Police - Improvements	Police Reserve Locker Replacement	9,000	101-301-987-0000
Police - Improvements	Police VCT Flooring Lower Level	25,000	101-301-987-0000
Police - Improvements	Police Reserve Station Renovation	10,000	101-301-987-0000
Fire - Machinery and Equipment	Battery Pressure Ventilaiton Fans (PPV)	14,000	101-336-982-0000
Fire Department - Improvements	Fire Station 1 - HVAC Replacement (Accumulated Funding)	361,200	101-336-987-0000
Fire Department - Improvements	Fire Station 1 - Carpeting Replacement	20,000	101-336-987-0000
Fire Department - Improvements	Fire Station 1 - Roof Replacement (Phase 1)	200,000	101-336-987-0000
Streets - Contractual Services	SEMOG Safer Streets For All TAP grant	45,150	101-446-982-0000
Streets - Machinery	Brine Making Equipment	101,000	101-446-982-0000
Solid Waste - Vehicles	Brush Chipper #406	85,000	101-528-985-0000
Community Development	Senior Chore Grant	28,000	101-728-818-0000
Parks - Improvements	Rosie's - Softball Field Rehabilitation	60,000	101-752-987-0000
Parks - Improvements	Rosie's Pavilion to Shade Structures - Various Parks	150,000	101-752-987-0000

Total General Fund Expenditures \$ 1,554,450

Major Streets Fund Revenues (202)	Explanation	Amount	Account Number
Prior Years Fund Balance	Use of Fund Balance	\$ 600,000	202-053-692-6970

Total Major Streets Fund Revenues \$ 600,000

Major Streets Fund Expenditures (202)	Explanation	Amount	Account Number
Construction - John R Overlay 11 Mile to 12 1/2	John R Overlay (Accumulated Funding)	\$ 600,000	202-450-988-0443

Total Major Streets Fund Expenditures \$ 600,000

Water and Sewer Fund Revenues (592)	Explanation	Amount	Account Number
Prior Years Fund Balance	Use of Fund Balance	\$ 1,543,750	592-053-692-6970

Total Water and Sewer Fund Revenues \$ 1,543,750

Water and Sewer Fund Expenditures (592)	Explanation	Amount	Account Number
Capital Outlay - Water Main	Rowland WMP	256,000	592-901-973-1000
Capital Outlay - Sewer Rehab	Sewer Repairs (Accumulated Funding)	475,000	592-901-973-2000
Capital Outlay - Machinery	DPS Generator	50,000	592-901-982-0000
Capital Outlay - Vehicles	Dump Truck #464	150,000	592-901-985-0000
Capital Outlay - Improvements	DPS Concrete Repairs	100,000	592-901-987-0000
Capital Outlay - Improvements	DPS HVAC System	300,000	592-901-987-0000
Capital Outlay - Improvements	DPS Security Improvements	20,000	592-901-987-0000
Capital Outlay - Improvements	DPS Fiber cabling project	130,000	592-901-987-0000
Capital Outlay - Improvements	Phone System Upgrade project	62,750	592-901-987-0000

Total Water and Sewer Fund Expenditures \$ 1,543,750



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/13/26

PREPARED BY: Matt Lonnerstater, AICP

AGENDA ITEM CONTENT: Rezoning with Conditions Request - PRZN 26-01 – 31075 John R Road - B1 to B-2

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The applicant, Smokin' Bear Tobacco, on behalf of the property owner, South Lyon Company, LLC, requests to rezone one (1) parcel of land located at 31075 John R Road (TM# 44-25-02-478-021) from B-1, Neighborhood Business District, to B-2, Community Business District. The subject parcel is approximately 1.52 acres in size and is improved with a 17,000 square foot multi-unit retail commercial building. The property is located on the west side of John R Road just north of 13 Mile and is located just to the east of the Madison Heights City Hall/Library/Active Adult Center complex.

The applicant requests a Rezoning with Conditions under the provisions of Section 15.07.3.C of the Madison Heights Zoning Ordinance and has voluntarily offered a list of conditions that would apply to the rezoning.

RECOMMENDATION:

Planning Commission Recommendation: DENIAL

Refer to staff report, including "Planning Commission Action and Findings" on page 1 and "Template Motion, Findings and Conditions" section beginning on page 13.



MEMORANDUM

Date: July 8th, 2026
 To: City of Madison Heights Planning Commission
 Meeting Date: July 13th, 2026
 From: Matt Lonnerstater, AICP – City Planner
 Subject: Rezoning with Conditions Request PRZN 26-01 – 31075 John R Road – B-1 to B-2.

Introduction

The applicant, Smokin' Bear Tobacco, on behalf of the property owner, South Lyon Company, LLC, requests to rezone one (1) parcel of land located at 31075 John R Road (TM# 44-25-02-478-021) from B-1, Neighborhood Business District, to B-2, Community Business District. The subject parcel is approximately 1.52 acres in size and is improved with a 17,000 square foot multi-unit retail commercial building. The property is located on the west side of John R Road just north of 13 Mile and is located just to the east of the Madison Heights City Hall/Library/Active Adult Center complex.

The applicant, with the property owner's authorization, has modified the application to request a Rezoning with Conditions and has voluntarily offered a list of conditions that would apply to the rezoning.

Planning Commission Action and Findings

At their June 15th, 2026 meeting, the Planning Commission approved the following motion pertaining to the proposed rezoning:

Motion made by Fleming, seconded by Haines to recommend that City Council **deny** the rezoning of 31075 John R Road (parcel #44-25-02-478-021) from B-1, Neighborhood Business, to B-2, Community Business district – Case PRZN #26-01 – with conditions voluntarily proposed by the applicant, as attached, based upon the following findings:

1. The Planning Commission held a public hearing on June 15th, 2026 on the requested Rezoning with Conditions application and a proposed amendment to the City's Zoning Map.
2. The applicant voluntarily proposed a number of conditions to the requested B-2 rezoning, which are attached in the document entitled "Supplement to Rezoning Application."
3. The proposed Rezoning with Conditions does not satisfy the review criteria for a Rezoning with Conditions request as contained in Section 15.07.3.C(3) of the Madison Heights Zoning Ordinance. In particular, the Planning Commission finds that the conditions voluntarily offered by the applicant fail to satisfactorily address the following Zoning Ordinance standards:
 - a. The proposed rezoning conditions do not further the goals and objectives of the City Master Plan, particularly with regards to objectives related to Community Character and future land use.

- b. The proposed rezoning conditions do not result in an enhancement of the project area as compared to the existing zoning, as the rezoning's core intent is to allow for a use not presently permitted on the subject parcel.
 - c. It is not in the public interest to grant the rezoning with conditions as the benefits of such proposal – the allowance of a tobacco/smoke shop – does not outweigh foreseeable detriments, including the proximity of said use from public facilities and parks.
 - d. The offered conditions are not likely to be enforceable as they are ambiguous with regards to their application to the remainder of the parcel, especially pertaining to permitted uses and dimensional standards.
 - e. The proposed conditions have the same general effect as a use variance in that the core intent of the conditions is to allow for a tobacco/smoke shop in one individual retail unit within a multi-unit retail building, with no further considerations for the remainder of the building or the remainder of the parcel.
4. The Planning Commission further cites the following issues with the voluntarily proposed conditions as reasons for denial:
- a. The conditions as proposed only apply to one retail space and are tied to one retail business owner (applicant). It is unclear as to which zoning conditions apply to the remainder of the parcel. Proposed conditions should run with the land unless explicitly stated otherwise within the proposed agreement and should not be applicable to only one individual.
 - b. The proposed conditions appear overly restrictive in that they require tobacco sales to take place from the individual unit and prohibit uses currently permitted by-right within the B-1 district.
 - c. The conditions do not present clear and enforceable standards that can be applied to the remainder of the parcel or applied to future redevelopment or building expansion.

Voting Yea: Mayor Haines, Commissioner Fleming, Commissioner Fox, Commissioner Graettinger, Commissioner Marsh, Commissioner Olson, Chair Champagne

Motion carried.

Rezoning with Conditions

The applicant requests a Rezoning with Conditions to the B-2, Community Business district, with the specific intent to allow for a tobacco/smoke shop to occupy one of the retail units. Per the newly adopted Madison Heights Zoning Ordinance, tobacco/smoke shops are permitted by-right within the requested B-2 zoning district **subject to use-specific regulations** but are not permitted within the existing B-1 district.

Section 15.073.C of the Zoning Ordinance (Rezoning with Conditions) grants property owners the ability to voluntarily propose conditions for the development and use of a property in connection with the submission of a rezoning application. Whereas a straight rezoning to B-2 would permit a much wider range of commercial uses on the property than the current B-1 designation (including a tobacco/smoke shop), the Rezoning with Conditions process allows an applicant to voluntarily restrict permitted uses and voluntarily restrict development standards on a property. Per the Zoning Ordinance, conditions shall be

stricter or more limiting than the regulations that would apply to the land under a straight rezoning. Further, conditions shall not authorize uses or development that would not be permitted in the proposed district.

In summary, the applicant has voluntarily offered the following conditions which are tied to the specific tenant space (refer to the attached Agreement for the full list of conditions):

- (a) Applicant's business operations would include tobacco sales and anything incident to said tobacco sales (e.g., tobacco accessories).
- (b) The use in the subject location would not include any other uses outside of the current B-1 zoning permitted uses.
- (c) Applicant would not engage in any operations as a financial institution.
- (d) Applicant would not engage in any operations in automobile sales.
- (e) Applicant would not engage in any operations in automobile service/repairs.
- (f) Applicant would not engage in any operations in gasoline sales.
- (g) Applicant would not engage in any operations as a medical facility.
- (h) Applicant would not engage in any operations in automobile sales. *(repeated condition)*
- (i) Applicant would not engage in any operations in alcohol sales.
- (j) Applicant would not engage in any operations in adult/child care.
- (k) Applicant would not engage in any operations in firearm sales.
- (l) Applicant would not engage in any operations as a kennel/boarding facility.
- (m) Applicant would not engage in any operations as a funeral home.
- (n) Applicant would not engage in any operations in home improvement.
- (o) Applicant would not engage in any operations as a hotel/lodging facility.
- (p) Applicant would propose that only one tobacco/smoke shop be authorized for use – at any given time – at the subject property.
- (q) Any other reasonable conditions for which Applicant would voluntarily propose, if necessary, during the evaluation process.

The draft agreement also contains the following provision: *"Applicant recognizes that, even if this Rezoning with Conditions Application is approved, a dimensional variance would still be required from the Zoning Board of Appeals. Applicant is prepared to submit an appropriate Application for Dimensional Variance."*

Staff has concerns about these proposed conditions, summarized as follows:

- 1) The proposed conditions, as stated, appear to be limited to the individual tenant space occupied by the tobacco sales business. As a general rule, zoning regulations apply to an entire parcel, and district boundaries cannot be reduced to an individual retail tenant space. It is unclear what restrictions, if any, would apply to the other tenant spaces or the remainder of the parcel.
- 2) The proposed conditions prohibit specific uses from operating from the tenant space (e.g. automobile sales, gasoline sales, etc.) but also explicitly state that the applicant's business operations will, *"include tobacco sales and anything incident to said tobacco sales."* This condition appears to lock in a tobacco shop as the only use that could ever operate from the unit. For

example, if the tobacco sales business closes and a new restaurant business moves in, would the restaurant be required to offer tobacco sales in order to be compliant with the conditions of the rezoning?

- 3) If the property were to ever be redeveloped, it is unclear as to what dimensional standards and list of permitted uses would apply (B1 or B2).

If approved by City Council, city staff and the applicant will sign the formal Rezoning with conditions agreement which shall be recorded with Oakland County. The full list of voluntary conditions is attached to this report.

Street View of Property (Looking West)



Subject Parcel – Aerial View



Background Information and History

The applicant had previously applied for a Certificate of Occupancy to open the tobacco/smoke shop at the subject location; this was denied as the proposed use is not permitted in the B-1 district. The applicant appealed this denial to the Zoning Board of Appeals. At their January 8th, 2026 meeting, the Zoning Board of Appeals upheld the City's denial. A brief history is provided below:

- **March 19th, 2025:** The applicant applied for a building permit to split an existing retail suite into two white-box suites. The Building Official issued the building permit on March 21st, 2025.
- **July 23rd, 2025:** The applicant submitted revised building plans; one sheet denoted a “cigar display room”, which was subsequently approved by the Building Official.
- **November 24th, 2025:** The applicant submitted a Certificate of Occupancy application for “Smokin Bear Tobacco of John R, Inc.” at the subject site. Within the application, the applicant stated, *“the space will be used to operate a retail smoke shop. We sell tobacco, cigarettes, cigars, vapes, hookahs, lottery, ashtrays, lighters.”*
- **November 25th, 2025:** The Planning and Zoning Administrator (City Planner) denied the Certificate of Occupancy based on the following findings, as outlined in an email dated November 25th, 2025:
 - The proposed use is defined and classified as a “Tobacco/Smoke Shop” per Section 2.01 of the Zoning Ordinance.
 - Tobacco/Smoke Shops are not a permitted use in the B-1 zoning district, per Section 3.06 of the Zoning Ordinance.
- **November 26th, 2025:** The applicant formally appealed the decision within the 30-day window set for appeals by Section 15.06.
- **January 8th, 2026:** The Zoning Board of Appeals formally upheld the city's decision to deny the Certificate of Occupancy.
- **April 20th, 2026:** The Planning Commission considered a request for a straight rezoning to the B-2 district, which allows tobacco/smoke shops as a by-right use subject to use-specific conditions. At the applicant's request, the Planning Commission postponed the matter to allow the applicant to explore a Rezoning with Conditions.
- **June 15th, 2026:** The Planning Commission held a public hearing on a revised application to rezone the subject site with conditions to the B-2 district which would allow for the tobacco/smoke shop. The Planning Commission recommended denial of the Rezoning with Conditions to City Council.

Use-Specific Standards for Tobacco/Smoke Shops

Tobacco/smoke shops are subject to the use-specific standards of Section 8.03.44, which are attached to this report. Section 8.03.44.A states:

It shall be unlawful to operate or cause to be operated a tobacco/smoke shop or smoke lounge within 200 feet (measured from the nearest lot line to the nearest lot line on a straight-line basis) of any of the following:

- (1) A school or childcare facility.
- (2) A public park.
- (3) A public community center.

Proximity of Subject Site to Civic Center Complex

The rear of the subject property is located directly across Brush Street from the Madison Heights Civic Center complex, which comprises City Hall, the Active Adult Center, the Library, Civic Center Park as well the courthouse, police station, and fire station. The separation between the two properties is sixty (60) feet. As the Civic Center complex would be classified as a “public community center”, the applicant would need to seek a separate dimensional variance from the 200 ft. setback requirement stated above.

Rezoning with Conditions Review Standards

Section 15.07.C(3) of the Madison Heights Zoning Ordinance contains standards that the Planning Commission and City Council shall consider when reviewing and acting upon a rezoning with conditions request:

- (1) *The proposed Rezoning with Conditions will further the goals and objectives of the City Master Plan.*
- (2) *Rezoning conditions shall not authorize uses or development not permitted in the district proposed by the rezoning (and shall not permit uses or development expressly or implicitly prohibited in the Rezoning with Conditions Agreement).*
- (3) *The use of the property in question shall be in complete conformity with all regulations governing development and use within the zoning district to which the property is proposed to be rezoned, including, without limitation, permitted uses, lot area and width, setbacks, height limits, required facilities, buffers, open space areas, and land use density; provided, however, that the following shall apply:*
 - I. *Development and use of the property shall be subject to the more restrictive requirements shown or specified in the Rezoning with Conditions Agreement, and/or in other conditions and provisions set forth in the Rezoning with Conditions Agreement required as part of the Rezoning with Conditions approval. Such Rezoning with Conditions Agreement shall supersede all inconsistent regulations otherwise applicable under the Zoning Ordinance.*

- (4) *The proposed Rezoning with Conditions will result in integration of the proposed land development project with the characteristics of the project area, and result in an enhancement of the project area as compared to the existing zoning, and such enhancement would be unlikely to be achieved or would not be assured in the absence of the use of a Rezoning with Conditions.*
- (5) *As compared to the existing zoning and considering the site-specific conditions and/or land use proposed by the applicant, it would be in the public interest to grant the Rezoning with Conditions. In determining whether approval of a proposed application would be in the public interest, the benefits which would reasonably be expected to accrue from the proposal shall be balanced against and be found to clearly outweigh the reasonably foreseeable detriments, taking into consideration reasonably accepted planning, engineering, environmental and other principles, and also taking into consideration the special knowledge and understanding of the City by the City Council and Planning Commission.*
- (6) *The proposed conditions will not preclude future zoning and planning actions by or on behalf of the municipality.*
- (7) *Existing and available public services will be capable of serving proposed or potential development that will occur as a result of the Rezoning with Conditions without negatively impacting the delivery of public services to other properties in the City, or the conditions will ensure that public services will be sufficient to serve both the site and other properties in the City.*
- (8) *The offered condition(s) are beneficial to the public good and likely to be enforceable.*
- (9) *The condition does not have the same effect as a use variance.*
- (10) *The proposed conditions do not relieve the applicant of the responsibility of securing any applicable site plan, plat, condominium, or special land use approvals.*

The applicant has responded to these standards within their formal application.

Zoning and Land Use Considerations

Per the Zoning Ordinance, the intent of the existing B-1, Neighborhood Business district is to, “meet the day-to-day convenience shopping and service needs of persons residing in adjacent residential areas. The B-1 District shall encourage uses and design that are compatible with, and accessible to, nearby residential uses, thus reducing the number of vehicle trips required in these areas.”

The intent of the requested B-2, Community Business district is to, “cater the needs of a larger consumer population than is served by the Neighborhood Business District and may be characterized by an integrated cluster of establishments served by a common parking area and generating large volumes of vehicular and pedestrian traffic. The B-2 district is intended along, and at the intersections of, major arterial streets.”

While the applicant is seeking the Rezoning with Conditions to explicitly allow for a tobacco/smoke shop use within the existing strip retail center, the B-2 zoning district allows a much wider range of uses than the B-1 district. Note that the applicant has voluntarily offered to restrict many of these uses so that they would not be permitted within the individual tenant space. Some of these more intense uses and significant use departures are highlighted in the table below, with the list of permitted uses as voluntary offered by the applicant listed in the far-right column.

Use Comparison – B-1, B-2 (straight rezoning) and B-2 (rezoning with conditions)

USE	B-1 (existing)	B-2 (straight)	B-2 (voluntary conditions)*
CURRENT USE: Multi-Tenant Retail	P	P	P
PROPOSED USE: Multi-Tenant Retail w/ a tobacco/smoke shop		P	P
Residential Uses			
Residential/Commercial Mixed-Use	P	P	P
Live/Work	P		
Commercial Uses			
Auto Repair and Service (Minor and Major)		S	
Auto Sales		S	
Banquet Halls (greater than 75 persons)		P	
Bars and Taprooms (alcohol sales)	S	P	
Commercial Kennels and Boarding Facilities		S	
Drive-Through Facilities	S	P	P
Financial Institution	P	P	
Firearm Retail Sales		P	
Funeral Home		S	
Gasoline/Recharging Stations		S	
General Retail	P	P	P
Home Improvement Center	P	P	
Hotels and Lodging		S	
Indoor Recreation Business	P	P	P
Kennel/Boarding Facility		S	
Medical Office	P	P	
Microbreweries, wineries, and distilleries (alcohol sales)	S	P	
Personal Service Establishments	P	P	P
Professional Office	P	P	P
Restaurants	P	P	P
Tobacco/Smoke Shop/Smoke Lounge		P	P
Veterinary Clinic or Animal Grooming	S	P	S
Industrial Uses			
Contractor's Office	P	P	
Industrial Tool and Equipment Sales, Rental, Service, Storage and Distribution		P	

* Proposed to apply only to 'Smokin' Bear' retail unit

P = Permitted by Right S = Special Approval Required Blank = Not Permitted

The full Permitted Use Table is attached to this memorandum.

The proposed Rezoning with Conditions to the B-2 district would permit a tobacco/smoke shop subject to the use-specific standards. While the proposed list of conditions restricts certain uses otherwise permitted in the B-2 district- such as gas stations, auto repair, and firearm sales – it also has the effect of prohibiting

uses that are currently permitted by right in the B-1 district. For example, small home improvement centers, medical offices, and financial institutions which are currently permitted by-right on the property would no longer be allowed in the tenant space. It is unclear what conditions – if any – would apply to the other tenant spaces within the strip mall. Further, it is unclear as to what conditions would apply to a potential future redevelopment of the property. As shown in the table below, the B-1 and B-2 zoning districts have different dimensional regulations pertaining to setbacks and building height. The proposed rezoning conditions do not provide guidance as to which use and dimensional standards would apply to future development, redevelopment, or building expansion.

Excerpt from Section 4.02 – Mixed-Use and Non-Residential Districts Schedule of Regulations

District	Minimum Lot Size		Maximum Building Height (ft.)	Minimum Yard Setback (ft.)					Maximum Lot Coverage
	Area (sq. ft.)	Width (ft.)		Front	Sides			Rear	
					One	Total	Street		
B-1	--	--	30	5	5 (A)	10 (A)	5	15 (B)	--
B-2	--	--	40	10	10 (A)	20 (A)	10	20 (B)	--

Existing Land Use and Zoning

Existing adjacent land uses and zoning designations are denoted in the table below:

Existing Land Uses and Zoning

	Existing Land Use	Existing Zoning
Site	Multi-tenant Retail	B-1, Neighborhood Commercial
North	Funeral Home	B-1, Neighborhood Commercial
South	Drive-Through Restaurant	B-1, Neighborhood Commercial
East	Sam's Club [Wholesale]	B-2, Community Business
West	Madison Heights Civic Center Complex	N-P, Natural Preservation and Recreation

Adjacent land uses on the west side of John R consist primarily of general retail, fast-food style restaurants, and the occasional small medical office. The east side of John R consists of general retail, including the large Sam's Club warehouse and gas station site, auto-oriented commercial and multi-family residential. The subject parcel backs up to the Madison Heights Civic Center complex, including City Hall, the library, Active Adult Center, and Civic Center Park.

Future Land Use and Master Plan

Adjacent future land uses, as envisioned by the 2021 Madison Heights Master Plan, are denoted in the table below:

Future Land Use

	Future Land Use
Site	Office
North	Office
South	Office
East	Commercial
West	Public

The future land use designation of the subject site is *Office*. Per the Master Plan, the Office designation is intended to accommodate integrated uses to promote walkability as well as encourage flexibility of building use; this suggests a blend of local service, professional and general office uses into traditional office developments, as well as commercial uses that serve office users. The Master Plan does not necessarily break down the adjacent commercial future land use category into more detailed sub-categories based on anticipated commercial intensity.

While there are a few small medical offices located along the west side of this stretch of John R Road, the existing land use pattern is better characterized as light commercial with the occasional office use rather than office. The Future Land Use designation of this area should be explored as part of the ongoing Master Plan update process, especially if the proposed rezoning is approved.

Pertinent Goals & Objectives from the Master Plan include:

Community Character:

- Enhance the city’s commercial corridors to support walkability and improve community identity.
- Promote the city’s positive identity in the region.
- Protect established neighborhoods and business districts from the potentially negative impacts of development, including noise, traffic, waste, odor, and other nuisances through effective and thoughtful site and building design.

Commercial & Industrial Development:

- Encourage entrepreneurship and growth for diverse businesses of all sizes to promote a balanced local economy.
- Provide incentives and flexible zoning mechanisms for commercial and industrial property owners and tenants to upgrade existing commercial and industrial sites.
- Promote the mix of commercial, office, and industrial uses in a way that fosters collaboration and business growth, while creating a desirable environment for the local workforce.

Transportation

Per the 2021 Master Plan, this stretch of John R Road is designated as an “urban minor arterial” road which is intended to serve as routes for through traffic while providing access to abutting properties and minor intersecting streets. Minor arterials carry through-travel movements but carry trips of a shorter distance and to lesser traffic generators. Per SEMCOG, this stretch of John R Road accommodates approximately 25,472 vehicles per day, which is a fairly significant number of trips. As a comparison, 11 Mile Road between I-75 and John R Road accommodates approximately 15,000 vehicles per day.

Staff Discussion and Policy Analysis

As noted throughout this report, staff has concerns about the voluntarily proposed conditions included with this rezoning request, summarized below:

- (1) The applicant voluntarily proposes conditions to allow for tobacco sales and incidental operations from the tenant space and explicitly ties the conditions to the applicant’s individual tenant space. By tying the conditions to only one retail space, the proposed agreement essentially has the same effect as a use variance and is ambiguous as to which use and dimensional standards would apply to the remainder of the parcel. The conditions also are silent as to which standards would apply

to future redevelopment or building expansion. Zoning districts and their related regulations – including voluntarily imposed conditions – should apply to an entire parcel.

- (2) The proposed conditions prohibit certain uses from operating from the tenant space (e.g. automobile sales, gasoline sales, etc.) but also prohibit uses currently permitted by-right in the B-1 district, including financial institutions and small home improvement stores. One condition also explicitly states that the applicant's business operations will, *"include tobacco sales and anything incident to said tobacco sales,"* which appears to lock in a tobacco shop as the only use that could ever operate from the space.

In terms of overall land use considerations, the subject property is located mid-block along a fairly- busy section of John R Road. In Madison Heights, John R Road is primarily characterized by a mix of small-scale commercial, large-scale commercial, office, and auto-oriented uses. **Refer to the map on the following page.** As one heads north on John R from the subject site towards 14 Mile Road, the commercial land uses generally transition from smaller-scale, locally-oriented businesses (with the exception of Sam's Club) to big-box, regional uses such as Target and Best Buy near Oakland Mall. This transition is reflected through the change in zoning designation, which shifts from B-1 (Neighborhood Commercial) at the southwest corner of John R/13 Mile to MUI-2 (Mixed Use Innovation-2) to B-3 (Regional Commercial).

City Council should also focus on the core goal for this Rezoning with Conditions request, which is to allow for a tobacco/smoke shop on a parcel where such use is not currently permitted. The use-specific conditions for tobacco/smoke shops require them to be separated from public uses such as schools, parks, and community centers by a distance of at least 200 feet. The rear of the subject property is located directly across Brush Street from the Madison Heights Civic Center complex, which comprises City Hall, the Active Adult Center, the Library, Civic Center Park as well the courthouse, police station, and fire station. The separation between the two properties is sixty (60) feet, well below the 200-foot requirement. Staff questions whether it is in the public interest or beneficial to the public good to allow for a rezoning that explicitly allows a tobacco/smoke shop on a parcel which, on its face, fails to meet the use-specific standards for said use.

If this Rezoning with Conditions is ultimately approved, the separation requirement listed in Section 7.03.44 would still apply and the applicant would need to seek a separate dimensional variance from the Zoning Board of Appeals.

Expanded Zoning Map

If the rezoning request is approved, any major redevelopment on the subject parcel would be subject to site plan approval through the administrative Technical Review Committee (TRC) and, if applicable, Special Land Use approval through the Planning Commission and City Council. As previously noted, it is unclear how the Rezoning with Conditions agreement, if approved, would be carried forward and applied to future redevelopment.

Next Step

After discussion, City Council may take action on the proposed rezoning. If City Council chooses to move forward with the rezoning request, two Ordinance readings shall take place at upcoming City Council meetings. **Any motion shall include concise findings of facts.**

Template Motions | Findings and Recommendations to City Council

Template motions including findings of fact are provided below.

DENIAL:

Move that City Council deny the rezoning of 31075 John R Road (parcel #44-25-02-478-021) from B-1, Neighborhood Business, to B-2, Community Business district – Case PRZN #26-01 - with conditions voluntarily proposed by the applicant based upon the following findings:

1. *The Planning Commission held a public hearing on June 15th, 2026 on the requested Rezoning with Conditions application and a proposed amendment to the City's Zoning Map. After the public hearing, the Planning Commission moved to recommend denial of the requested Rezoning with Conditions.*
2. *The applicant voluntarily proposed a number of conditions to the requested B-2 rezoning which were presented to City Council in the document entitled Rezoning with Conditions Agreement.*
3. *The proposed Rezoning with Conditions does not satisfy the review criteria for a Rezoning with Conditions request as contained in Section 15.07.3.C(3) of the Madison Heights Zoning Ordinance. In particular, the Planning Commission finds that the conditions voluntarily offered by the applicant fail to satisfactorily address the following Zoning Ordinance standards:*
 - a. *The proposed rezoning conditions do not further the goals and objectives of the City Master Plan, particularly with regards to objectives related to community character and future land use and their compatibility with the use-specific standards and separation requirements for tobacco/smoke shops.*
 - b. *The proposed rezoning conditions do not result in an enhancement of the project area as compared to the existing zoning, as the rezoning's core intent is to allow for a use not presently permitted on the subject parcel, with said use not providing a noted value to the neighborhood.*
 - c. *It is not in the public interest to grant the rezoning with conditions as the benefits of such proposal – the allowance of a tobacco/smoke shop – does not outweigh foreseeable detriments, including the proximity of said use from public facilities and parks.*
 - d. *The offered conditions are not likely to be enforceable as they are ambiguous with regards to their application to the remainder of the parcel, especially pertaining to permitted uses and dimensional standards.*
 - e. *The proposed conditions have the same general effect as a use variance, which are not permitted in City, in that the core intent of the conditions is to allow for a tobacco/smoke shop in one individual retail unit within a multi-unit retail building, with no further considerations for the remainder of the building or the remainder of the parcel.*
4. *City Council further cites the following issues with the voluntarily proposed conditions as reasons for denial:*

- a. *The conditions as proposed only apply to one retail space and are tied to one retail business owner (applicant). Proposed conditions should run with the land unless explicitly stated otherwise within the proposed agreement and should not be applicable to only one individual.*
- b. *The proposed conditions appear overly restrictive in that they require tobacco sales to take place from the individual unit and prohibit uses currently permitted by-right within the B-1 district, which may hinder or restrict future economic development opportunities on the parcel*
- c. *The conditions do not present clear and enforceable standards that can be applied to the remainder of the parcel or applied to future redevelopment or building expansion, which may complicate future economic opportunity on the parcel.*
- d. *The rezoning does not invalidate separation requirements between tobacco/smoke shop and community facilities; therefore even with the rezoning, the use would not be permitted unless a variance is approved by ZBA. As such, to approve the rezoning would be contrary to the public interest as it is contrary to adopted ordinances.*

PROCEED WITH FUTURE ORDINANCE READINGS:

Move that City Council direct staff to prepare a formal Ordinance for Rezoning for consideration at the next available City Council meeting related to the rezoning of 31075 John R Road (parcel #44-25-02-478-021) from B-1, Neighborhood Business, to B-2, Community Business district – Case PRZN #26-01 - with conditions voluntarily proposed by the applicant as referenced in the Rezoning with Conditions Agreement, based upon the following findings:

1. *The Planning Commission held a public hearing on June 15th, 2026 on the requested Rezoning with Conditions application and a proposed amendment to the City's Zoning Map.*
2. *The applicant voluntarily proposed a number of conditions to the requested B-2 rezoning, which are included in the document entitled "Rezoning with Conditions Agreement." These conditions shall be tied to the rezoning of the parcel.*
3. *The proposed rezoning conditions generally satisfy the review criteria for a Rezoning with Conditions request as contained in Section 15.07.3.C(3) of the Madison Heights Zoning Ordinance.*
4. *The proposed conditions do not relieve the applicant of the responsibility of securing any applicable site plan, plat, condominium, special land use, or variance approvals.*
5. *Upon City Council approval, if granted, a formal Rezoning with Conditions agreement shall be executed between the City and the applicant and recorded in accordance with Section 15.07 of the Zoning Ordinance.*

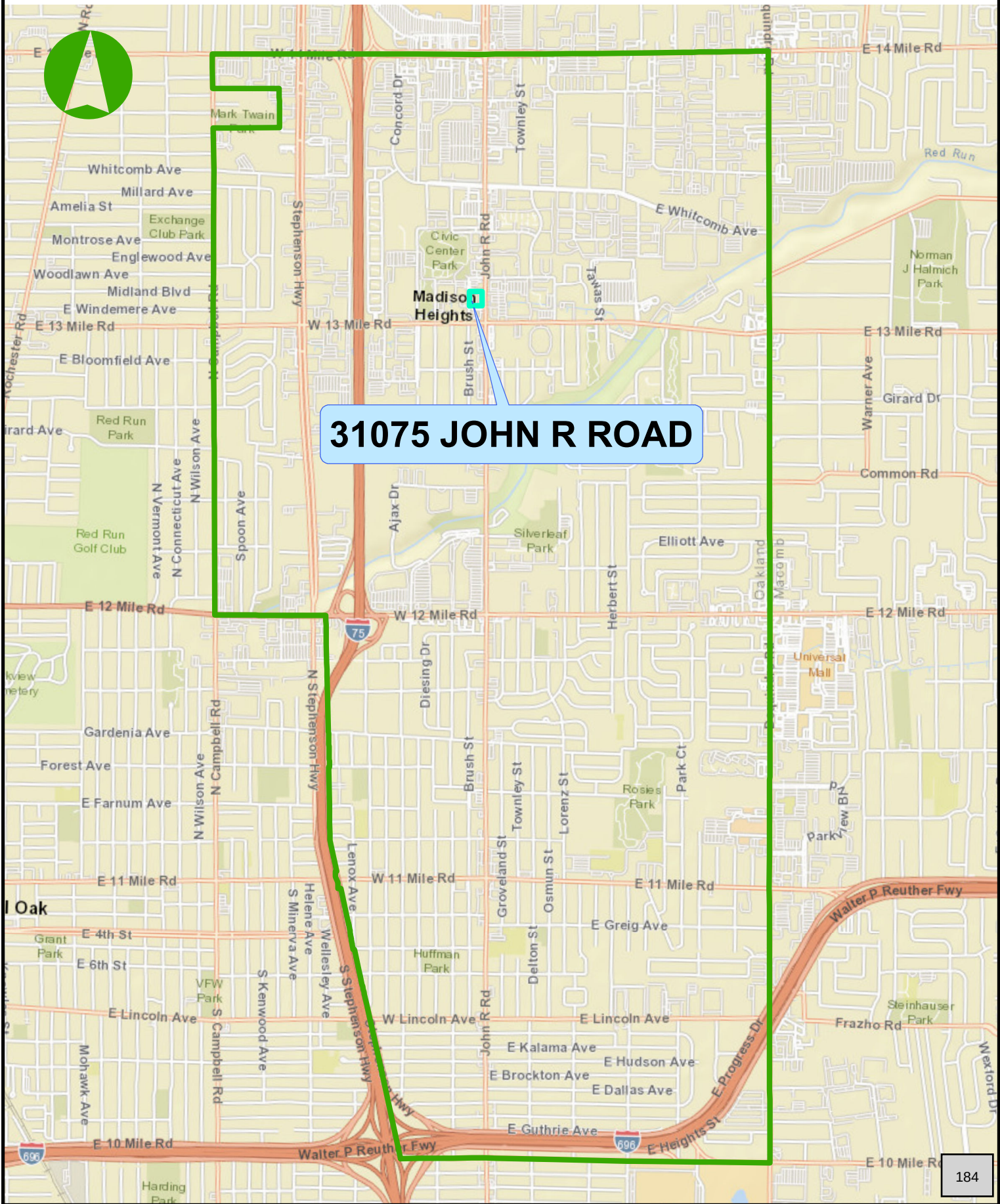
Attachments

- *Rezoning Application PRZN 26-01 [Amended]*
- *Rezoning with Conditions Agreement – PRZN 26-01*
- *Compiled Maps*
- *Public Hearing Notice*
- *Letters from the Public*
- *Section 15.07.3.C – Rezoning with Conditions*
- *Section 3.06 – Permitted Use Table*
- *Section 3.14 – B-1 Neighborhood Business District*

- *Section 3.15 – B-2 Community Business District.*
- *Minutes from January 8th, 2026 Zoning Board of Appeals meeting.*
- *Minutes from April 20th, 2026 Planning Commission meeting.*
- *Draft minutes from June 15th, 2026 Planning Commission meeting*

PRZN 26-01 : 31075 JOHN R ROAD

Item 10.



Site Address: 31075 John R Road



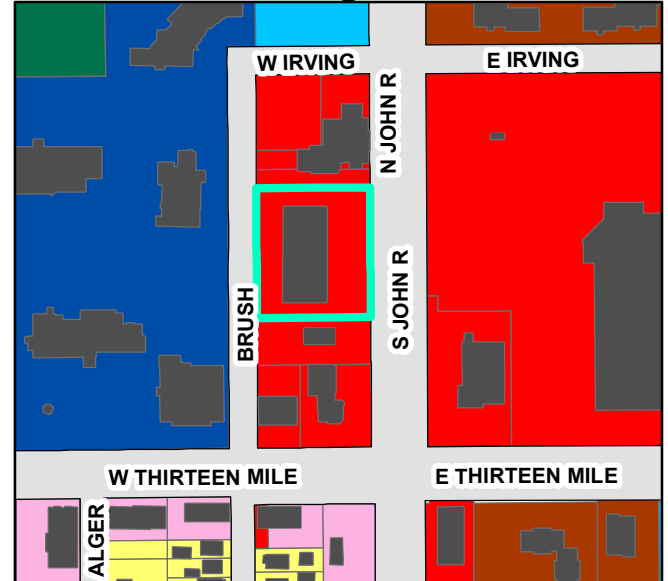
[Click for map](#)

Aerial



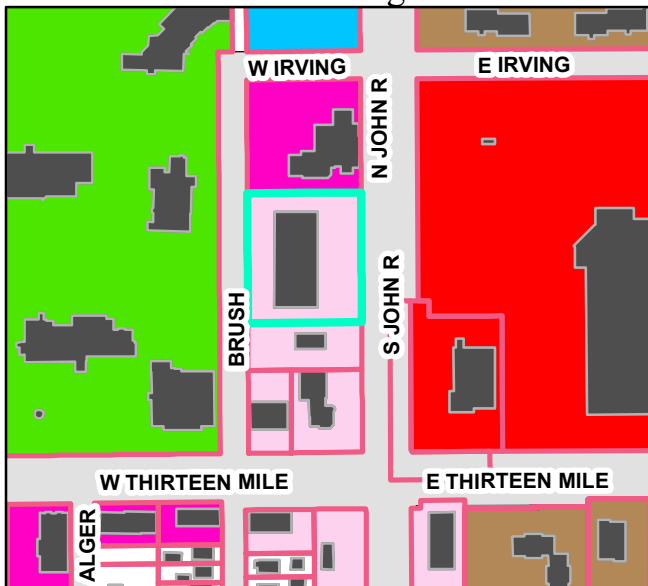
31075 John R Road Parcels

Existing Land Use



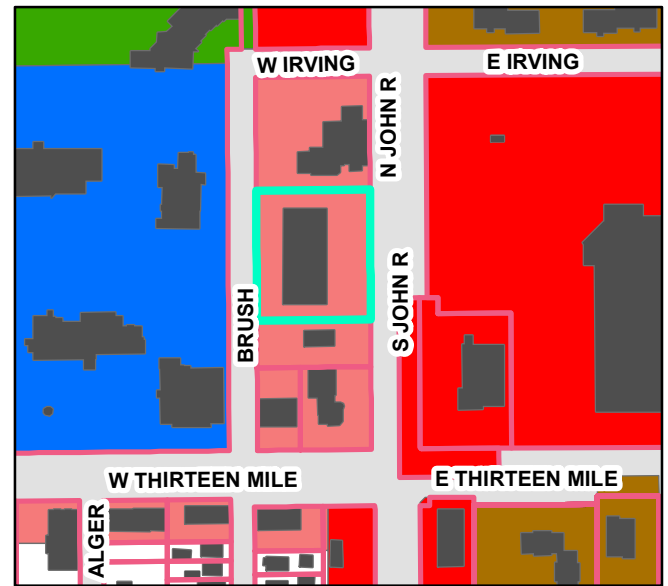
31075 John R Road Public
 Commercial Office
 Single and Two Family Multiple Family

Zoning



31075 John R Road N-P Natural Preservation MUI2
 B-1 Local Business B-2 Planned Business

Future Land Use



31075 John R Road Industrial
 Commercial Public and Schools
 Office Multiple Family

Item 10.

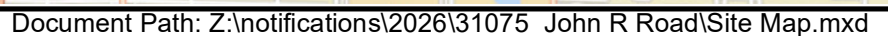


Exhibit 1 to Ordinance 2213

REZONING WITH CONDITIONS AGREEMENT

THIS REZONING WITH CONDITIONS AGREEMENT ("Agreement") made this ____ day of _____, 2026, by and between the CITY OF MADISON HEIGHTS ("City"), a Michigan municipal corporation, whose offices are located at 300 W. Thirteen Mile Road, Madison Heights, MI 48071, and SOUTH LYON COMPANY, LLC ("Property Owner"), the owners of the property that is subject to this Agreement, whose address is 47448 Pontiac Trail, Suite 285, Wixom, MI 48393, and SMOKIN BEAR TOBACCO JOHN R, INC. ("Applicant"), a company whose address is 31075 John R Road, Ste. C, Madison Heights, MI 48071.

WHEREAS, the Applicant is the owner of a Tobacco/Smoke Shop business (Smokin Bear Tobacco) that seeks to occupy one retail tenant space in a building located on property owned by the Property Owner and has submitted, with the Property Owner's approval and signature, an application to rezone said real property ("Property") located in the City of Madison Heights, legally described as:

The South 2 feet of Lot 92 and all of Lots 93 through 105, both inclusive and the North 13 feet of Lot 106, also ½ of the vacated alley adjacent to said Lots, also all of Lots 166 through 171, inclusive and the North 35 feet of Lot 172, also ½ of the vacated alley adjacent to said Lots, JULIUS BERMAN'S JOHN R. SUBDIVISION, according to the plat thereof as recorded in Liber 34 of Plats, page(s) 7, Oakland County Records.

PIN 44-25-02-478-021. 31075 John R Road

from its current zoning classification of B-1, NEIGHBORHOOD BUSINESS, to B-2, COMMUNITY BUSINESS pursuant to the City of Madison Heights Zoning Ordinance to operate a Tobacco/Smoke Shop on the Property; and

WHEREAS, pursuant to the Michigan Zoning Enabling Act, PA 110 of 2006, and Section 15.07.3.C of the Madison Heights Zoning Ordinance, the City may approve rezoning conditions voluntarily offered by an applicant; and

WHEREAS, Applicant voluntarily offered, in writing, certain use restrictions as conditions of the rezoning; and

WHEREAS, on June 15th, 2026, the City of Madison Heights Planning Commission held a public hearing in accordance with City and State law; and

WHEREAS, on _____, 2026, the City of Madison Heights City Council voted to approve Applicant's requested Rezoning with Conditions, accept Applicant's proposed limitations on the use of the Property, and approve the terms and conditions of this Rezoning with Conditions Agreement.

NOW, THEREFORE, in consideration of the premises and rights reserved, herein, and in order to accomplish the foregoing purposes, the undersigned hereby agree:

1. Rezoning with Conditions

Pursuant to Section 405 of the Michigan Zoning Enabling Act, PA 110 of 2006, and the Madison Heights Zoning Ordinance, the Applicant and Property Owner voluntarily agree to limit the use and development of the Property as set forth in this Agreement. Upon execution of this Agreement by the parties, the City shall effectuate the rezoning with conditions of the Property from zoning classification B-1, Neighborhood Business, to B-2, Community Business.

2. List of Conditions

The Applicant and Property Owner agree that the development of the Property will proceed in accordance with the following conditions which have been voluntarily offered by the Applicant as a condition of rezoning the property:

- a. Applicant's/Property Owner's business operations would include tobacco sales and anything incident to said tobacco sales (e.g., tobacco accessories); and
- b. Uses on the Property would not include any other uses outside of the current B-1 zoning permitted uses; and
- c. Applicant/Property Owner would not engage in any operations as a financial institution; and
- d. Applicant/Property Owner would not engage in any operations in automobile sales; and
- e. Applicant/Property Owner would not engage in any operations in automobile service/repairs; and
- f. Applicant/Property Owner would not engage in any operations in gasoline sales; and
- g. Applicant/Property Owner would not engage in any operations as a medical facility; and
- h. Applicant/Property Owner would not engage in any operations in alcohol sales; and
- i. Applicant/Property Owner would not engage in any operations in adult/child care; and
- j. Applicant/Property Owner would not engage in any operations in firearm sales; and

- k. Applicant/Property Owner would not engage in any operations as a kennel/boarding facility; and
- l. Applicant/Property Owner would not engage in any operations as a funeral home; and
- m. Applicant/Property Owner would not engage in any operations in home improvement; and
- n. Applicant/Property Owner would not engage in any operations as a hotel/lodging facility; and
- o. Only one Tobacco/Smoke Shop shall be authorized for use – at any given time – at the Property

3. Acknowledgments

Property Owner and Applicant acknowledge that they voluntarily offered and consented to the conditions contained in this Agreement in connection with the Rezoning with Conditions and future development and use of the Property, and that such conditions were offered in writing. Property Owner, Applicant and City acknowledge that the conditions in the Agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered into on a voluntary basis and represents a permissible exercise of authority by the City.

Furthermore, it is agreed and acknowledged that each of the requirements and conditions in the Rezoning with Conditions Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved Agreement taking into consideration the changed zoning district classification and the specific use authorization granted.

4. Future Development and Uses

All development of the Property, and all current and future uses, shall be in strict compliance with all applicable City Ordinances, regulations, and applicable building code and utility requirements and shall not be developed or used in a manner inconsistent with this Agreement.

5. Entire Agreement

This Agreement, together with any agreements referenced herein, constitutes the entire agreement between the parties with respect to the subject of this Agreement.

6. Amendment of Conditions

The terms of this Agreement may be amended, changed, or modified in the same manner as required to obtain the review and approval of a new Rezoning with Conditions application. All proposed amendments, waivers or modifications shall be made in writing.

7. Effective Date.

This Agreement shall take effect upon the effective date of the Ordinance to Amend the Zoning Map which rezones the Property to B-2, with conditions, and incorporates this Agreement as an Exhibit.

8. Period of Approval

The City, Property Owner, and Applicant agree that the Agreement shall expire and be considered null and void and of no further force and effect after a period of one (1) year from the effective date of this Agreement unless applicant has obtained a Certificate of Occupancy for the Tobacco/Smoke Shop use or applied for an extension that may be granted or denied at the sole discretion of the Planning and Zoning Administrator.

9. Compliance with Conditions

Once commenced and established, development and use of the Property must remain in compliance with the conditions of rezoning of this Agreement. Any failure to comply with a condition herein shall constitute a violation of the Madison Heights Zoning Ordinance and shall be punishable as provided for therein. Additionally, any such violation shall be deemed a nuisance per se and be subject to abatement as provided by law.

10. Termination of Agreement

In the event that the Property Owner and Applicant, or their designees, fail to adhere to the Period of Approval as specified in Section 8, above, rendering the Agreement null and void, the following procedures shall apply:

- a. The Property Owner may seek a new rezoning of the property within thirty (30) days of the expiration of the Period of Approval.
- b. If no application is made for a new rezoning of the property, the land shall revert to its former zoning classification as set forth in the Michigan Zoning Enabling Act and the City of Madison Heights Zoning Ordinance. The City Council shall direct the Planning Commission to proceed with consideration of rezoning the land to its former zoning designation following the standard rezoning procedures set forth in this Zoning Ordinance.
- c. Until such time that a new zoning district classification of the property has become effective, no development shall be undertaken or permits for development issued.

11. Binding Effect.

The terms and conditions of this Agreement shall be binding and inure to the benefit of the parties, their heirs, successors, assigns and transferees, and shall run with the Property.

12. City's Right to Rezone.

Nothing in this Agreement shall be deemed to prohibit the City from rezoning all or any portion of land that is subject to this Agreement to another zoning classification. Any such rezoning shall be conducted in compliance with the City of Madison Heights Zoning Ordinance and the Michigan Zoning Enabling Act; provided, however, that the City shall not rezone the property to a different zoning classification during the Period of Approval as specified in Section 8 of this Agreement.

13. Obligation to Obtain Other Approvals

Property Owner and Applicant acknowledge that any use or development approved by the Rezoning with Conditions may require Special Land Use approval, a dimensional variance, site plan approval, or other form of approval under the terms of the Zoning Ordinance and, if required, shall only commence if said approvals are granted.

14. Severability

If any provision of this Agreement shall be declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and this Agreement shall be construed as if those provisions were not contained in this Agreement.

15. Conflicts

To the extent that the provisions of this Agreement conflict with Madison Heights Zoning Ordinance or another applicable ordinance, code, regulation, requirement, standard, or policy, the provisions of this Agreement shall prevail.

16. Applicable Law

This Agreement shall be interpreted and enforced according to the laws of the State of Michigan.

17. Recordation

This Agreement shall be filed and recorded by the Property Owner or Applicant at their expense at the Oakland County Register of Deeds and a copy shall be provided to The City.

PAGE INTENTIONALLY ENDS HERE
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

OWNER: SOUTH LYON COMPANY, LLC,
a Michigan limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by _____, as _____ of South Lyon Company,
LLC, a Michigan limited liability company.

Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in _____ County, Michigan

APPLICANT: SMOKIN BEAR TOBACCO JOHN R.
INC., a Michigan corporation

By:

Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by _____, as _____ of Smokin Bear Tobacco
John R., Inc., a Michigan corporation.

Notary Public

County, Michigan

My Commission Expires: _____

Acting in _____ County, Michigan

CITY: THE CITY OF MADISON HEIGHTS,
a Michigan municipal corporation

By: Melissa R. Marsh

Its: City Manager

By: Cheryl E. Rottmann

Its: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by Melissa R. Marsh, as City Manager, and Cheryl E. Rottmann, as City Clerk, on behalf of the
City of Madison Heights, a Michigan municipal corporation.

Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in _____ County, Michigan

When recorded, return to:

Cheryl E. Rottmann
City Clerk
City of Madison Heights
300 W. Thirteen Mile Road
Madison Heights, MI 48071



CITY OF MADISON HEIGHTS
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
ZONING MAP AMENDMENT (REZONING) APPLICATION

I. APPLICANT INFORMATION

Applicant Smokin Bear Tobacco John R, Inc.
Applicant Address 31075 John R Road, Ste. C2
City Madison Heights State MI ZIP 48071
Interest in Property (owner, tenant, option, etc.) Tenant
Contact Person Matthew Abro
Telephone Number [REDACTED] Email Address [REDACTED]

II. PROPERTY INFORMATION

Property Address(es) 31075 John R Road, Ste. C2
Tax ID(s) _____ Zoning District _____
[PROVIDE SURVEYS AND LEGAL DESCRIPTIONS OF ALL PROPERTIES ON SEPARATE SHEETS]
Owner Name (if different than applicant) South Lyon Company, LLC
Address 47448 Pontiac Trail, Ste. 285
City Wixom State MI Zip 48393
Telephone Number [REDACTED] Email Address [REDACTED]

III. CONSULTANT INFORMATION (IF APPLICABLE)

Name Mark B. Berke, Attorney for Applicant Company Law Office of Mark B. Berke, PLLC
Address 29777 Telegraph Road, Ste. 1561
City Southfield State MI Zip 48034
Telephone Number [REDACTED] Email Address [REDACTED]

IV. NATURE OF REQUEST

☐ Standard Rezoning ☒ Rezoning with Conditions

Current Zoning Designation

B-1

Proposed Zoning Designation

B-2

V. PROJECT DESCRIPTION AND SCOPE OF WORK

Brief description explaining need for proposed map amendment:

Applicant has signed Lease Agreement for retail space, has completed build-out (with all approvals from City), and is prepared to order inventory and open business. This is the same space where a previous tobacco shop recently existed. An amendment is needed so that Applicant can obtain a Certificate of Occupancy and open business.

Required Attachments:

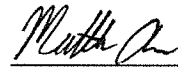
- ☐ **Plot Plan/Survey** specifying the boundaries of the site, with legal descriptions of all properties subject to the request.
- ☐ **Review Standards Response Form** (Standard Rezoning or Rezoning with Conditions Form)
- ☐ **For Rezoning with Conditions Only:** Rezoning with Conditions Agreement and, if proposed, Rezoning with Conditions Site Plan

VI. APPLICANT CERTIFICATION

I (we) the undersigned do hereby apply to the City of Madison Heights for review and approval of the above-described Map Amendment application. Applicant(s) and the property owner(s) do hereby consent to city staff to assess the property for purposes of evaluating the site for requested action(s).

Printed Name Matthew Abro

Signature



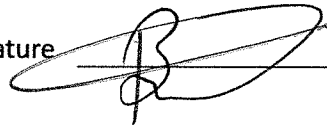
Date

05-11-2026**VII. PROPERTY OWNER CERTIFICATION**

IF YOU ARE NOT THE PROPERTY OWNER, YOU MUST HAVE THE PROPERTY OWNER PROVIDE A NOTARIZED SIGNATURE, BELOW, OR PROVIDE A NOTARIZED LETTER OF AUTHORIZATION OR NOTARIZED POWER OF ATTORNEY AUTHORIZING YOU TO ACT ON THEIR BEHALF.

Printed Name Becker Almufti

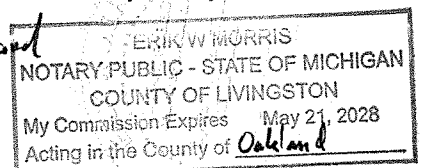
Signature



Date

05-11-2026**Notary for Property Owner:**Subscribed and sworn before me, this 11th day of May, 2026.A Notary Public in and for Livingston County, Michigan, Acting in OaklandNotary Name (Print): Erik W Morris

Notary Signature:

My Commission Expires: May 21st 2028**Notary Stamp****STAFF USE ONLY [DO NOT ACCEPT INCOMPLETE APPLICATIONS]**

FILING FEE (\$1,500):

REZONING NO.: PRZN #

DATE APPLICATION RECEIVED:

RECEIVED BY:

REZONING WITH CONDITIONS: RESPONSE FORM

Section 15.07.3.C of the Zoning Ordinance contains review standards/ criteria for rezonings with conditions. Please provide responses to the following review standards for consideration by staff, the Planning Commission, and City Council. (Provide additional sheets, if necessary).

- A.** Describe how the proposed rezoning with conditions will further the goals and objectives of the Madison Heights Master Plan.

First, the proposed rezoning will allow for the opening of a retail business in Madison Heights. This will allow for added commercial development in the City, as well as added employment (needed to operate business). This will encourage economic development and improve the appearance of the commercial corridor (since Applicant's retail space has already been professionally designed, upgraded and developed, with the approval of the City). Second, the Applicant's business will promote diversity and a balanced local economy. In addition, the Applicant's retail business is in demand and this will help ensure the accessibility and availability of local goods and merchandise. Finally, Applicant's proposed business is consistent with the other retailers (cell phone store, battery store, beauty store, etc) in the strip center.

- B.** Do you acknowledge the following?

Voluntary rezoning conditions shall not authorize uses or development not permitted in the requested district and shall not permit uses or developments expressly or implicitly prohibited in the Rezoning with Conditions Agreement.

☒ YES ☐ NO

- C.** Do you acknowledge the following?

The use of the property in question shall be in complete conformity with all regulations governing development and use within the zoning district to which the property is proposed to be rezoned including, without limitation, permitted uses, lot area and width, setbacks, height limits, required facilities, buffers, open space areas, and land use density; provided, however, the following shall apply: Development and use of the property shall be subject to the more restrictive requirements shown or specified in the Rezoning with Conditions Agreement, and/or in other conditions and provisions set forth in the Rezoning with Conditions Agreement required as part of approval. Such Rezoning with Conditions agreement shall supersede all inconsistent regulations otherwise applicable under the Zoning Ordinance.

☒ YES ☐ NO

- D.** Explain how the proposed Rezoning with Conditions will result in integration of the proposed land development project with the characteristics of the project area, and will result in an enhancement of the project area as compared to the existing zoning. Explain how such enhancement would be unlikely to be achieved or would not be assured in the absence of a Rezoning with Conditions.

As noted above, the Applicant has a signed Lease Agreement for the space. In addition, the Applicant's retail space has already been professionally designed, upgraded and developed, with full approvals from the City. The Applicant only needs a Certificate of Occupancy which can be secured once the rezoning (with conditions) has been approved and after the ZBA approves the required variance. If the Applicant is unable to obtain the requisite approvals, the Applicant would be unable to utilize the area, and that retail space would be left unoccupied for an unknown period of time. The approval of the rezoning (and variance) would allow for immediate business operations.

- E. As compared to the existing zoning, and considering the site-specific conditions or proposed land uses, explain why it would be in the public interest to grant the Rezoning with Conditions.

First, the approval and inclusion of this proposed business will help enhance commercial enterprise by allowing competitive retail locations. Second, the proposed rezoning would provide equal access to motor vehicle traffic on southbound John R, as exists for motor vehicle traffic on northbound John R. This will improve traffic flow by allowing customers access to equivalent retail businesses on both sides of John R and, in addition, could reduce traffic accidents from vehicles effectuating left-hand turns across the roadway.

- F. Explain how the proposed conditions will not preclude future zoning and planning actions by or on behalf of the municipality.

The proposed conditions would be specific to the Applicant. In other words, the agreement that Applicant would enter into with the City would be limited to the business operations of the Applicant, only. If a future owner or tenant acquires the specified location, the City should be able to consider future zoning and planning actions.

- G. Are existing and available public services and utilities (including roads, sewers, water mains, etc.) capable of serving proposed or potential development that will occur as a result of the Rezoning with Conditions?

Yes, the public services available at the Applicant's location are capable of serving the Applicant's business operations. As noted above, the Applicant's retail space has already been professionally designed, upgraded and developed, with the approval of the City. The Applicant only needs a Certificate of Occupancy which can be secured once the rezoning (with conditions) has been approved and after the ZBA approves the required variance.

STATE OF MICHIGAN
CITY OF MADISON HEIGHTS
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

In re:
Zoning Map Amendment (Rezoning) Application

SMOKIN BEAR TOBACCO JOHN R, INC.
31075 John R Road, Ste. C2
Madison Heights, Michigan 48071
Tax ID: 44-25-02-478-021,

Applicant.

LAW OFFICE OF MARK B. BERKE, PLLC
By: MARK B. BERKE (P54935)
Attorney for Applicant
29777 Telegraph Road, Suite 1561
Southfield, Michigan 48034
(248) 703-2982

Applicant's Amended Supplement to
Zoning Map Amendment (Rezoning) Application

In addition to the information provided by Applicant in the Application Map Amendment (Rezoning) Application, Applicant provides the following:

1. Upon information and belief, Applicant believes all required documents and information were provided with Applicant's original Application in March 2026. The content of the original Application and the documents previously provided in March 2026 are incorporated herein by reference. In addition to the materials previously provided, please see the following:

- a. Department of the Treasury, Internal Revenue Service, EIN Verification
- b. Business License Invoice No. 00018362 (License No. 26-0004205)
- c. Building Permit No. PB 25-0112, with approvals
- d. Electrical Permit No. PE 25-0125, with approvals

- e. Mechanical Permit No. PE 25-0108, with approvals

If additional documentation or materials is required, Applicant is prepared to provide any such requested information.

2. Applicant previously submitted a filing fee (\$1,500) with its original Application. This Application is being submitted as an amended Application. As such, per the City Planner, no additional filing fee is required.

3. Applicant is submitting this Application for Rezoning with Conditions, and is voluntarily proposing a Conditional Rezoning to B-2, limited to the specific retail space of Applicant's location within the property owner's property. The following conditions are being voluntarily proposed by the Applicant and property owner:

- a. Applicant's business operations would include tobacco sales and anything incident to said tobacco sales (e.g., tobacco accessories)
- b. The use in the subject location would not include any other uses outside of the current B-1 zoning permitted uses
- c. Applicant would not engage in any operations as a financial institution
- d. Applicant would not engage in any operations in automobile sales
- e. Applicant would not engage in any operations in automobile service/repairs
- f. Applicant would not engage in any operations in gasoline sales
- g. Applicant would not engage in any operations as a medical facility
- h. Applicant would not engage in any operations in automobile sales
- i. Applicant would not engage in any operations in alcohol sales
- j. Applicant would not engage in any operations in adult/child care
- k. Applicant would not engage in any operations in firearm sales
- l. Applicant would not engage in any operations as a kennel/boarding facility
- m. Applicant would not engage in any operations as a funeral home
- n. Applicant would not engage in any operations in home improvement

- o. Applicant would not engage in any operations as a hotel/lodging facility
- p. Applicant would propose that only one tobacco/smoke shop be authorized for use – at any given time – at the subject property
- q. Any other reasonable conditions for which Applicant would voluntarily propose, if necessary, during the evaluation process

4. Applicant is prepared to enter into an appropriate Rezoning with Conditions Agreement with the City incorporating the various conditions outlined above, as well as any other reasonable conditions proposed by the Applicant and agreeable by the City.

5. Applicant recognizes that, even if this Rezoning with Conditions Application is approved, a dimensional variance would still be required from the Zoning Board of Appeals. Applicant is prepared to submit an appropriate Application for Dimensional Variance.

Respectfully submitted,

LAW OFFICE OF MARK B. BERKE, PLLC

By: /s/ Mark B. Berke
 MARK B. BERKE (P54935)
 Attorney for Applicant
 29777 Telegraph Road, Suite 1561
 Southfield, Michigan 48034
 (248) 703-2982

DATED: June 11, 2026



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Item 10.

Date of this notice: 03-03-2025

Employer Identification Number:
33-3716002

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

SMOKIN BEAR TOBACCO JOHN R INC
43348 TUSCANY DR
STERLING HTS, MI 48314

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-3716002. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2025
Form 940	01/31/2026
Form 1120	04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

CITY OF MADISON HEIGHTS
CITY CLERK'S OFFICE
300 W 13 MILE RD

MADISON HEIGHTS, MI 48071

Mail To:
SMOKIN BEAR TOBACCO OF JOHN R IN
31075 JOHN R RD SUITE C
MADISON HEIGHTS, MI 48071

Business ID:

BUS2705

Business Name:

SMOKIN BEAR TOBACCO OF JOHN R INC



Business Address:

31075 JOHN R RD SUITE C

BUSINESS LICENSE INVOICE



Invoice #

00018362

Post Date

11/24/2025

License #

26-0004205

Invoice Date

11/24/2025

Due Date

11/24/2025

Amount Due

\$100.00

Please Return This Portion with your Payment

Invoice #:

00018362

License #:

26-0004205

License Type:

SQUARE FEET 0-5000 SQFT

Application Date: Expiration Date:

11/24/2025

12/31/2026

Fee Items	Qty	Amount
0-5,000 SQ FT.	1	\$100.00

PAID

NOV 24 2025

CITY OF MADISON HEIGHTS
TREASURER'S OFFICE

Billing/Invoice Date: 11/24/2025

Total Due: \$100.00

Penalties and Late Charges will be applied after: 11/24/2025

CITY OF MADISON HEIGHTS
Date Entered 11/24/2025 1:12:41 PM
Posting Date: 11/24/2025
Ref 00018362
Receipt 110878156
Amount \$100.00



City of Madison Heights

Item 10.

BUILDING

Permit No: **PB 25-0112**

CDD - Building Division

300 W. Thirteen Mile

Madison Heights, Michigan 48071

Phone: (248) 583-0831

Fax: (248) 588-4143

Hours: M-F 8-11:30 am - 12:30-4:30 pm

Location 31075 JOHN R RD APT C 44-25-02-478-021	SOUTH LYON COMPANY LLC 47448 PONTIAC TRL STE 285 WIXOM MI 48393-2558 [REDACTED]
Applicant SOUTH LYON COMPANY LLC 47448 PONTIAC TRL STE 285 WIXOM MI 48393-2558 [REDACTED]	Issued: 03/21/25 Expire Date: 09/17/25 Code: M.H. ZONING ORDINANCE 24 HOURS NOTICE REQUIRED FOR INSPECTION PERMIT HOLDER MUST REQUEST INSPECTION.

Work Description:

SPLIT ONE SUITE C 4000 SF TO TWO SUITES 2000 SF
EACH SEE ATTACHED DRAWING

7/21/25 ENCLOSING A ROOM FOR CIGAR DISPLAY ROOM

Stipulations:

ROUGH AND FINAL INSPECTIONS-METAL STUDS REQUIRED.
EGRESS AND INGRESS AT BOTH UNITS

MECHANICAL APPROVE THE UNIT WITH THE FOLLOWING
CONDITIONS.
THE UNIT IS NOTED AS THE ONE BEING INSTALLED ON PLANS
SUBMITTED TO THE BUILDING DEPARTMENT PRIOR TO
INSPECTION.
FIELD VERIFICATION BY INSPECTOR.

Permit Item	Work Type	Value	Item Total
Administrative Fee	Admin. Fee	1.00	\$30.00
Commercial Construction	Commercial	25,000.00	\$325.00
Commercial Plan Review	Plan Review	25,000.00	\$200.00
Commercial Construction	Commercial	10,000.00	\$130.00
Commercial Plan Review	Plan Review	10,000.00	\$200.00

NOTICE - ALL PERMIT HOLDERS ARE REQUIRED TO HAVE OR INSTALL A CARBON MONOXIDE DETECTOR IF THE BUILDING HAS FUEL FIRED APPLIANCES.

Fee Total: \$885.00

CALL (248) 583-0831 FOR INSPECTIONS 24 HOURS AHEAD.

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and will become null and void if work is not started within 90 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code and that I will provide access to all building areas and roofs for all inspections.

I hereby certify that the proposed work is authorized by the owner, and that I am the owner or that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

I hereby certify that I have read and understand the above information.

Owner's or Authorized Agent's Signature:

Date:

TYPE OF INSPECTION: <u>REPAIR</u>	
APPROVED	
COMMENTS: <u>31075 JOHN R</u>	
<u>05-28-2025</u>	<u>MS</u>
DATE	CITY OF MADISON HEIGHTS

TYPE OF INSPECTION: <u>INSPECTION</u>	
APPROVED	
COMMENTS: <u>31075 JOHN R</u>	
<u>09-04-25</u>	<u>MS</u>
DATE	CITY OF MADISON HEIGHTS

Permit No: PE 25-0125

CDD - Building Division
Phone: (248) 583-0831300 W. Thirteen Mile
Fax: (248) 588-4143Madison Heights, Michigan 48071
Hours: M-F 8-11:30 am - 12:30-4:30 pm**Location**
31075 JOHN R RD AP
44-25-02-478-021**Owner**
SOUTH LYON COMPANY LLC
47448 PONTIAC TRL STE 285
WIXOM MI 48393-2558**Contractor**
W M ELECTRICAL INC
32361 CRAFTSBURY
FARMINGTON HILL MI 48334

Issued: 03/26/25 Expire Date: 09/22/25

Code: 2023 NEC

24 HOURS NOTICE REQUIRED FOR INSPECTION
PERMIT HOLDER MUST REQUEST INSPECTION.

Work Description:

Stipulations:

PROVIDE NEW SERVICE 200 AMP

Permit Item	Work Type	Value	Item Total
Administrative Fee	Admin. Fee	1.00	\$30.00
Permanent Service	Perm. Service	1.00	\$70.00
Final Inspection	Final Insp.	1.00	\$70.00
Rough Inspection	Rough Insp.	1.00	\$70.00
Registration Fee	Registration	1.00	\$15.00

CALL BEFORE YOU DIG - NATIONAL MISS DIG CALL CENTER - DIAL '811'

CALL (248) 583-0831 FOR INSPECTIONS 24 HOURS AHEAD.

Fee Total: \$255.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and will become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

I hereby certify that I have read and understand the above information.

Owner's or Authorized Agent's Signature:

Date:

TYPE OF INSPECTION: Electrical Service / Wall
PE 25-0125 Rough

APPROVED

COMMENTS: _____

6/6/25 [Signature]
DATE CITY OF MADISON HEIGHTS

TYPE OF INSPECTION: Rough Ceilings
PE 25-0125

APPROVED

COMMENTS: _____

8/11/25 [Signature]
DATE CITY OF MADISON HEIGHTS

TYPE OF INSPECTION: ABOVE CEILING
25-0112

APPROVED

COMMENTS: 31075 JOHN R

08-13-2025 [Signature]
DATE CITY OF MADISON HEIGHTS



City of Madison Heights

Item 10.

MECHANICAL

Permit No: **PM 25-0108**

Community Development Department
Building Division
300 W. Thirteen Mile Road
Madison Heights, MI 48071
(248) 583-0831 Fax (248) 588-4143

Office Hours
8-11:30a.m. 12:30-4:30 p.m.

Fire Department
Fire Prevention Bureau
31313 Brush St.
Madison Heights, MI 48071
(248) 588-3605 Fax (248) 588-3604

31075 JOHN R RD APT C
44-25-02-478-021

Location

SOUTH LYON COMPANY LLC
47448 PONTIAC TRL STE 285
WIXOM MI 48393-2558

Owner

BECKER AL-MUFTI
1316 ANDOVER DRIVE
WIXOM MI 48393

Contractor

Issued: 03/26/25 Expires: 09/22/25

24 Hours notice is required for all mechanical inspections

Work Description:

PROVIDE NEW DUCTWORK, SMOKE DETECTORS FOR
EXISTING RTU

Stipulations:

Permit Item	Work Type	Value	Item Total
Administrative Fee	Administrative	1.00	\$30.00
Commercial Heat or Air	Commercial	1.00	\$70.00

CALL (248) 583-0831 FOR MECHANICAL INSPECTIONS 24 HOURS AHEAD.

CALL BEFORE YOU DIG - NATIONAL MISS DIG CALL CENTER - DIAL 811

Fee Total: \$100.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and will become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code and that I will provide access for to all building areas and roofs for all inspections.

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

I hereby certify that I have read and understand the above information and all information contained in the application and its attachments.

Owner's or Authorized Agent's Signature:

Date:

TYPE OF INSPECTION: Rough (Neat)
APPROVED
 COMMENTS: From previous PR
8/09/2025 DATE CITY OF MADISON HEIGHTS

TYPE OF INSPECTION: Rough HVAC
APPROVED
 COMMENTS: 6-5-25 Beatty
 DATE CITY OF MADISON HEIGHTS

TYPE OF INSPECTION: INS DUCT
APPROVED
 COMMENTS: 8-11-25 Beatty
 DATE CITY OF MADISON HEIGHTS

TYPE OF INSPECTION: Suppression
APPROVED
 COMMENTS: 8-13-25 FM 5/16/25
 DATE CITY OF MADISON HEIGHTS

TYPE OF INSPECTION: Fire Suppression Final
APPROVED
 COMMENTS: 9-17-25 FM Faverda
 DATE CITY OF MADISON HEIGHTS

Zoning Board of Appeals Meeting
Madison Heights, Michigan
January 08, 2026

A Zoning Board of Appeals Meeting was held on Thursday, January 08, 2026, at 7:30 PM at Council Chambers - City Hall, 300 W. 13 Mile Rd.

PRESENT: Chair Kimble and members: Corbett, Covert, Holder, Loranger, Oglesby, Sagar, and Thompson

ABSENT: Councilwoman Aaron and Marentette

ZBA 01-26. Excuse member(s).

Motion made by Ms. Holder, Seconded by Mr. Oglesby, to excuse Councilwoman Aaron and member Marentette from tonight's meeting.

Voting Yea: Corbett, Holder, Kimble, Loranger, Oglesby, Sagar, Covert, Thompson

Absent: Councilwoman Aaron, Ms. Marentette

Motion carried.

ZBA 02-26. Minutes.

Motion made by Ms. Corbett, Seconded by Ms. Covert, to approve the December 4, 2025, Meeting Minutes as presented.

Voting Yea: Corbett, Holder, Kimble, Loranger, Oglesby, Sagar, Covert, Thompson

Absent: Councilwoman Aaron, Marentette

Motion carried.

ZBA 03-26 PZBA #25-11: 31075 John R Road

City Planner Lonnerstater reviewed the staff report provided in the meeting packet, incorporated herein:

REQUEST

The applicant, Matthew Abro, is appealing an administrative decision made by the City Planner, acting in the capacity of the Planning and Zoning Administrator, to deny a Certificate of Occupancy application for a tobacco/smoke shop at 31075 John R Road.

STAFF COMMENT AND ZBA ACTION

The City Planner, Matt Lonnerstater, summarized the staff report: The applicant has appealed the Planning and Zoning Administrator's decision to deny a Certificate of Occupancy (CofO) for his business. The facts presented in this staff report and the included attachments provide the reasoning for the Planning and Zoning Administrator's decision. This is not a variance request, and the criteria for reviewing an appeal differ from that of a variance request. In this case, the Zoning Board of Appeals is tasked with determining whether the Planning and Zoning Administrator (City Planner) made an error in their decision to deny the CofO. The onus is on the applicant/petitioner to prove that an error was made.

Based on general zoning practice, a reversal or modification of the Planning and Zoning Administrator's decision may be made if the ZBA finds one of the following to be true:

- (1) The decision was arbitrary or capricious; or
- (2) The decision was based on erroneous findings of fact; or
- (3) The decision was a clear abuse of discretion; or
- (4) The decision was based on an erroneous interpretation of the Zoning Ordinance.

The ZBA should not treat the appeal as a new decision. Rather, review of the decision should be limited to the information that was available to the Planning and Zoning Administrator when the decision to deny the Certificate of Occupancy application was made.

Following the consideration of all testimony, documentary evidence, and matters of record, and following the public hearing, the ZBA shall make a determination on the appeal unless an extension of time is agreed to by the applicant and the ZBA. Any ZBA motion, including a decision to either uphold or overturn the decision of the Planning and Zoning Administrator, shall include clear and concise findings of fact relating to the appeal.

Chair Kimble opened the public hearing at 7:37 p.m. to hear comments on application #25-11.

Appellant, Matthew Abro, explained the appeal: He sought to open a "Smokin Bear Tobacco" retail shop in a suite zoned B-1, Neighborhood Business. The appellant argued that significant investment was made in the build-out, including interior modifications, plumbing, and a new facade, and that city inspectors were aware of the intended use throughout the process. He further noted that a tobacco shop had previously operated in the same plaza.

City Planner Lonnerstater clarified that while building permits were issued for construction, issuance of a permit does not guarantee compliance with zoning codes. Upon review of the Certificate of Occupancy (CofO) application, it was determined that a "tobacco and smoke shop" was not a permitted use in the B-1 district under the current Zoning Ordinance adopted in 2024. The Zoning Ordinance defines such shops as stores primarily selling tobacco products, which are excluded from the B-1 use table.

Assistant City Attorney Burns advised the Board to determine if the City Planner was the appropriate authority and if the regulation was properly enforced.

There being no comments on application #25-11, Chair Kimble closed the public hearing at 8:13 p.m.

Motion made by Ms. Holder, Seconded by Mr. Oglesby, **MOVE** that the Zoning Board of Appeals hereby affirms and upholds the administrative decision of the City Planner, acting in the capacity of the Planning and Zoning Administrator, to deny a Certificate of Occupancy for a tobacco/smoke shop at 31075 John R Road, zoned B-1, Neighborhood Business. This decision is based upon the finding that the Planning and Zoning Administrator acted on the submitted Certificate of Occupancy application in accordance with the Madison Heights Zoning Ordinance.

Voting Yea: Corbett, Holder, Kimble, Loranger, Oglesby, Sagar, Covert, Thompson
Absent: Councilwoman Aaron, Marentette
Motion carried.

ZBA 04-26. Public Comment: For items not listed on agenda.

Seeing no one wished to comment, Chair Kimble opened public comment at 8:14 p.m. and closed the public comment at 8:15 p.m.

ZBA 05-26. PZBA #25-10: 32500 John R Road

City Planner Lonnerstater reviewed the staff report provided in the meeting packet, incorporated herein:

REQUEST

The applicant, Marija Dedvukaj on behalf of property owner VDG John R, LLC, requests variances from Section 12.04 (Prohibited Signs) and Section 12.07 (Regulations for Permitted Signs) to permit the installation of a pylon sign that exceeds that maximum permitted height for ground signs. The property is located at 32500 John R Road (tax parcel #44-25-01-151-063) and is zoned B-3, Regional Business. The property is located on the east side of John R Road, south of Mandoline, and is improved with a drivethrough fast-food restaurant which is in the process of being converted into a Coney Island restaurant. At their December 4th, 2025 the Zoning Board of Appeals postponed action on the variance requests to allow time for the applicant to explore alternative sign heights and designs.

VARIANCE FINDINGS AND CRITERIA

Section 15.06.2 of the Zoning Ordinance grants the Zoning Board of Appeals the power to authorize variances from sign regulations, provided that such variances will not be inconsistent with the purpose and intent of such requirements. In granting a variance, the Zoning Boards of Appeals shall make findings that the petitioner has adequately proven the existence of a practical difficulty, explicitly with regard to the following criteria:

- A. That strict compliance with area, setbacks, frontage, height, bulk, or density would unreasonably prevent the owner from using the property for a permitted purpose, and would thereby render the conformity unnecessarily burdensome for other than financial reasons; and
- B. That a variance will provide and preserve a substantial property right similar to that possessed by other properties within the same zoning district and in the neighboring area, provided that possible increased financial return shall not of itself be deemed sufficient to warrant a variance; and
- C. That the plight of the owner is due to unique circumstances of the property , such as the shape of the parcel, unique topographic or environmental conditions, or any other physical situation on the land, building or structure deemed by the Zoning Board of Appeals to be extraordinary; and
- D. That the requested variance is the minimum amount necessary to permit reasonable use of the land, building or structure; and

APPROVAL OF MINUTES**PC 26-12. Minutes.**

Motion to approve the Planning Commission meeting minutes of February 17, 2026, as printed.

Motion made by Commissioner Fox, Seconded by Commissioner Graettinger.

Voting Yea: Chair Champagne, Commissioner Fleming, Commissioner Fox, Commissioner Graettinger, Commissioner Haines, Commissioner Marsh, Commissioner Olson, Commissioner Sylvester

Motion carries unanimously.

PUBLIC HEARING: Rezoning Request PRZN 26-01 – 31075 John R Road [B1 to B2]

City Planner Lonnerstater reviewed the staff report for a request from **Smokin Bear Tobacco** to rezone the property at 31075 John R Road from B-1 (Neighborhood Business) to B-2 (Community Business).

STAFF ANALYSIS: The applicant seeks to operate a tobacco and smoke shop, a use permitted in B-2 but not B-1. A previous Certificate of Occupancy application was denied for zoning non-compliance and that decision was upheld by the Zoning Board of Appeals in January. Planner Lonnerstater noted that even if rezoned, a variance would be required because the site is 60 feet from the Civic Center/City Hall property, failing the 200-foot separation standard from Community Centers and Parks. Staff highlighted that B-2 allows more intensive uses like auto repair and drive-thrus, and the Future Land Use designation is Office, which aligns with neither district. For clarification, a tobacco shop is defined as a store *primarily* selling tobacco products; ancillary sales (like those in a gas station) are permitted in B-1.

Planner Lonnerstater reviewed the use specific standards for tobacco/smoke shops, the map amendment rezoning review standards, and zoning and land use considerations as detailed in the packet. He especially noted #6 in the rezoning review standards states that if a rezoning is requested to allow for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

APPLICANT PRESENTATION: Attorney Rich Sulaka and owner Matthew Abro spoke on behalf of the Smokin Bear Tobacco. They noted a vape store operated at the site previously and that significant investment had been made in the build-out. Mr. Abro clarified the store sells nicotine-based vapes, glass pipes, and whippets (inhalants), but does not sell THC. It was also noted that Smokin' Bear Tobacco currently has another location on Dequindre and 12 Mile.

COMMISSION DISCUSSION: Mayor Haines expressed concern that a B-2 rezoning would allow for banquet halls, bars, and firearm retail adjacent to a park where children are present. Additional

concerns revolved around the distance of the site is 60 feet from the Civic Center/City Hall property, failing the 200-foot separation standard from Community Centers and Parks.

Attorney Sulaka requested the commission postpone the matter to allow the applicant to explore a rezoning with conditions to restrict certain B-2 uses.

PC 26-13. Postponement of PRZN #26-01.

Motion to postpone case PRZN #26-01 per the applicant's request until the next meeting that can fulfill state noticing requirements, for the purpose of potentially seeing the request converted into a rezoning with conditions.

Motion made by Commissioner Fox, Seconded by Commissioner Oglesby.

Voting Yea: Chair Champagne, Commissioner Fleming, Commissioner Fox, Commissioner Graettinger, Commissioner Marsh, Commissioner Oglesby, Commissioner Sylvester

Voting Nay: Commissioner Haines, Commissioner Olson
Motion carries.

NEW BUSINESS

Street Right-of-Way Vacation Request PEE # 26-01 - GWK/WRC - Unimproved Rights-of-Way

Planner Lonnerstater reviewed a request to vacate six "paper only" street rights-of-way (Red Run Boulevard, Jared Avenue, Osman Avenue, Delton Avenue, Woodside Avenue, and Parkdale Avenue) platted in the 1920s within the **Red Oaks Golf Course**. The underlying property is owned by the George W Kuhn Drainage District/Oakland County Water Resources Commission.

PC 26-14. Street Right-of-Way Vacation Request PEE # 26-01 - GWK/WRC - Unimproved Rights-of-Way

Motion by Commissioner Haines, seconded by Commissioner Olson to move that the Planning Commission hereby recommends that City Council approve street vacation request # PEE 26 - 01 to vacate the following unimproved rights-of-way located within the platted Northeastern Highway Subdivision No. 1 and North Acres Subdivision, and as reflected within the attachments to the staff report:

Red Run Boulevard (ROW width 120 ft.)
Girard Avenue (86 ft.)
Osmun Avenue (50 ft.)
Delton Avenue (50 ft.)
Woodside Avenue (50 ft.)
Parkdale Avenue (60 ft.)

Planning Commission Meeting
 Madison Heights, Michigan
 June 15, 2026 **(DRAFT)**

A Planning Commission Meeting was held on Monday, June 15, 2026 at 5:30 PM at Council Chambers - City Hall, 300 W. 13 Mile Rd.

CALL TO ORDER

Chair Champagne called the meeting to order at 5:56 pm.

ROLL CALL

PRESENT

Chair Josh Champagne
 Mayor Corey Haines
 Commissioner Sean Fleming
 Commissioner Ryan Fox
 Commissioner Eric Graettinger
 Commissioner Melissa Marsh
 Commissioner Matthew Olson

ABSENT

Commissioner Clifford Oglesby

ALSO PRESENT

City Planner Matt Lonnerstater
 Business Services Coordinator Mary Daley
 Attorney Tim Burns

PC 26-21. Excuse Absent Members

Motion to excuse Commissioner Oglesby.

Motion made by Commissioner Fox, Seconded by Commissioner Marsh.

Voting Yea: Mayor Haines, Commissioner Fleming, Commissioner Fox, Commissioner Graettinger, Commissioner Marsh, Commissioner Olson, Chair Champagne

APPROVAL OF MINUTES

PC 26-22. May 18, 2026 Meeting Minutes

Motion made by Commissioner Haines, Seconded by Commissioner Fox to approve the Planning Commission minutes of May 18, 2026 as presented.

Voting Yea: Mayor Haines, Commissioner Fleming, Commissioner Fox, Commissioner Graettinger, Commissioner Marsh, Commissioner Olson, Chair Champagne

Motion carried.

PUBLIC HEARING:

Rezoning with Conditions Request PRZN #26-01 – 31075 John R Road (B-1 to B-2)

Chair Champagne open the hearing up to the public for comment at 6:00 pm.

A letter from Kara Ross, youth coordinator for the Madison Heights Community Coalition was read into the record. Two letters from Kimberly Heisler, executive director for the Madison Heights Community Coalition were included in the packet.

Chair Champagne closed the public comment portion of the hearing at 6:04 pm.

Planner Lonnerstater introduced the Rezoning with Conditions Request from Smokin' Bear Tobacco on behalf of the property owner South Lyon Company LLC. Their request is to rezone the parcel located at 31075 John R Road from B-1, Neighborhood Business District to B-2, Community Business District.

The applicant, with the property owner's authorization, has modified the original application and has voluntarily offered a list of conditions that would apply to the rezoning. The full list of conditions are attached as a supplement to the meeting packet.

The draft agreement also contains the following provision: *"Applicant recognizes that, even if this Rezoning with Conditions Application is approved, a dimensional variance would still be required from the Zoning Board of Appeals. Applicant is prepared to submit an appropriate Application for Dimensional Variance."*

Concerns about these proposed conditions from staff and the commission are summarized as follows:

1. The proposed conditions, as stated, appear to be limited to the individual tenant space occupied by the tobacco sales business. As a general rule, zoning regulations apply to an entire parcel, and district boundaries cannot be reduced to an individual retail tenant space. It is unclear what restrictions, if any, would apply to the other tenant spaces or the remainder of the parcel.
2. The proposed conditions repeatedly refer to "the applicant." The applicant in this case is the business, Smokin Bear Tobacco, and not the property owner. Zoning is tied to the land and not an individual; unless specified as part of the Rezoning with Conditions agreement, zoning regulations run with the land and future property owners would be subject to the same conditions of the rezoning. It is unclear whether the applicant intends for these conditions to become void upon a change of tenant, use, or business owner.
3. The proposed conditions prohibit specific uses from operating from the tenant space (e.g. automobile sales, gasoline sales, etc.) but also explicitly state that the applicant's business operations will, *"include tobacco sales and anything incident to said tobacco sales."* This condition appears to lock in a tobacco shop as the only use that could ever operate from the unit. For example, if the tobacco sales business closes and a new restaurant business moves in, would the restaurant be required to offer tobacco sales to be compliant with the conditions of the rezoning?

4. If the property were to ever be redeveloped, it is unclear as to what dimensional standards and list of permitted uses would apply (B1 or B2).
5. The proposed conditions are missing several important substantive clauses, as required per the Zoning Ordinance. Most importantly, the proposed conditions are silent when it comes to the triggers that would revert the property back to the original zoning designation (e.g. upon change of use or redevelopment).

PC 26-23. Rezoning with Conditions Request PRZN #26-01 – 31075 John R Road (B-1 to B-2)

Motion made by Fleming, seconded by Haines to recommend that City Council deny the rezoning of 31075 John R Road (parcel #44-25-02-478-021) from B-1, Neighborhood Business, to B-2, Community Business district – Case PRZN #26-01 – with conditions voluntarily proposed by the applicant, as attached, based upon the following findings:

1. The Planning Commission held a public hearing on June 15th, 2026 on the requested Rezoning with Conditions application and a proposed amendment to the City's Zoning Map.
2. The applicant voluntarily proposed a number of conditions to the requested B-2 rezoning, which are attached in the document entitled "Supplement to Rezoning Application."
3. The proposed Rezoning with Conditions does not satisfy the review criteria for a Rezoning with Conditions request as contained in Section 15.07.3.C(3) of the Madison Heights Zoning Ordinance. In particular, the Planning Commission finds that the conditions voluntarily offered by the applicant fail to satisfactorily address the following Zoning Ordinance standards:
 - a. The proposed rezoning conditions do not further the goals and objectives of the City Master Plan, particularly with regards to objectives related to Community Character and future land use.
 - b. The proposed rezoning conditions do not result in an enhancement of the project area as compared to the existing zoning, as the rezoning's core intent is to allow for a use not presently permitted on the subject parcel.
 - c. It is not in the public interest to grant the rezoning with conditions as the benefits of such proposal – the allowance of a tobacco/smoke shop – does not outweigh foreseeable detriments, including the proximity of said use from public facilities and parks.
 - d. The offered conditions are not likely to be enforceable as they are ambiguous with regards to their application to the remainder of the parcel, especially pertaining to permitted uses and dimensional standards.
 - e. The proposed conditions have the same general effect as a use variance in that the core intent of the conditions is to allow for a tobacco/smoke shop in one individual retail unit within a multi-unit retail building, with no further considerations for the remainder of the building or the remainder of the parcel.

4. The Planning Commission further cites the following issues with the voluntarily proposed conditions as reasons for denial:
 - a. The conditions as proposed only apply to one retail space and are tied to one retail business owner (applicant). It is unclear as to which zoning conditions apply to the remainder of the parcel. Proposed conditions should run with the land unless explicitly stated otherwise within the proposed agreement and should not be applicable to only one individual.
 - b. The proposed conditions appear overly restrictive in that they require tobacco sales to take place from the individual unit and prohibit uses currently permitted by-right within the B-1 district.
 - c. The conditions do not present clear and enforceable standards that can be applied to the remainder of the parcel or applied to future redevelopment or building expansion.

Voting Yea: Mayor Haines, Commissioner Fleming, Commissioner Fox, Commissioner Graettinger, Commissioner Marsh, Commissioner Olson, Chair Champagne

Motion carried.

MEETING OPEN TO THE PUBLIC: Items not listed on agenda

Chair Champagne opened the meeting to the public for items not listed on the agenda at 6:44 pm. Seeing no one wishing to speak, public comment was closed at 6:44 pm.

NEW BUSINESS

No new business at this time.

MEMBER UPDATES

No member updates at this time.

PLANNER UPDATES

Planner Lonnerstater introduced Aidan, an intern serving in the planning department this summer and shared news of the resignation of Commission member Grant Sylvester.

ADJOURNMENT

Seeing no further comments, Chair Champagne adjourned the meeting at 6:46 pm.

NOTICE: Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (248) 583-0826 or by email: clerks@madison-heights.org at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



Please Consider the Impact of the Proposed Tobacco Retailer Rezoning Request

From Kimberly Heisler <[REDACTED]>

Date Wed 5/13/2026 8:41 PM

To [REDACTED]

Cc [REDACTED]

 1 attachment (88 KB)

Madison Heights 2026 Tobacco Retailers.pdf;

Good evening, Planning Commissioners,

I respectfully ask the Planning Commission to carefully consider whether the proposed rezoning for Smokin Bear Tobacco aligns with Madison Heights' long-term vision and identity.

The proposed location is directly next to a boba tea shop and an area where high school students frequently gather and walk after school. In addition, the location is just over 1,000 feet from the Madison Heights Library and less than one mile from Lamphere High School, placing it within a highly youth-centered corridor of our community.

As the Executive Director of the Madison Heights Community Coalition (MHCC), I believe this concern is not about opposing business growth, but about balancing development with youth wellness, community environment, and thoughtful planning.

Madison Heights already has a significant number of tobacco and vape retailers operating throughout the city. In fact, MHCC recently visited all 34 tobacco retailers in Madison Heights to provide tobacco prevention education and verify compliance with proper signage. I have attached the list of these retailers to demonstrate the current level of saturation in our community. Here is a link to the 34 reporting forms we will be sharing with the State.

 [MHCC SYNAR VENDOR EDUCATION Invoice and 34 Reporting Forms 1.pdf](#)

Prevention research consistently shows that repeated exposure to nicotine and substance-oriented retail environments contributes to normalization and lower perceptions of harm among youth.

Madison Heights proudly uses the slogan "Creating Community." Creating community should also include creating environments where youth and families can thrive.

Additionally, communities across Michigan are beginning to address concerns surrounding emerging intoxicating products such as kratom, recognizing the importance of proactive, prevention-focused community planning.

Thank you for your time, service, and consideration.

Kind Regards,

Kimberly Heisler
Executive Director

Madison Heights Community Coalition, "MHCC"
Direct: 248-837-2665

**My email address has changed to kheisler@madisonheightsmi.gov.
Please update my contact information.**





Additional Resource Regarding Tobacco Density

From Kimberly Heisler <[REDACTED]>
Date Thu 5/14/2026 3:58 PM
To Matt Lonnerstater <Mlonnerstater@Madisonheightsmi.gov>
Cc [REDACTED]

Good afternoon, Matt,

I respectfully ask the Planning Commission to further consider the cumulative impact of tobacco retailer density within Madison Heights as you review the proposed rezoning request for Smokin' Bear Tobacco.

As a follow-up to my previous email, I wanted to share an additional resource: a web-based application that visually details tobacco retailer density by zip code and population. The data provides helpful context regarding the concentration of tobacco retailers already operating within Madison Heights and surrounding communities. [Oakland County Tobacco Retailers Web App](#).

Given the proposed location's proximity to youth-centered spaces, including the Madison Heights Library, Lamphere High School, and a popular student after-school gathering area, I believe this information is important to consider in the rezoning discussion.

Thank you again for your time, service, and thoughtful consideration.

Kind Regards,

Kimberly Heisler
Executive Director

Madison Heights Community Coalition, "MHCC"
Direct: 248-837-2665

**My email address has changed to kheisler@madisonheightsmi.gov.
Please update my contact information.**





Fw: Tobacco Shops

From Mary Daley <Mdaley@Madisonheightsmi.gov>

Date Tue 6/16/2026 8:06 AM

To Matt Lonnerstater <Mlonnerstater@Madisonheightsmi.gov>

This email came in after the start of yesterday's meeting. I just received it this morning.

Mary P. Daley

Business Services Coordinator

City of Madison Heights

300 W. 13 Mile Road

Madison Heights, MI 48071

Direct: 248-837-2623

Main Office: 248-583-0826

My email address has changed to Mdaley@madisonheightsmi.gov as part of the City's shift to a .gov domain. After June 18, 2026, I will no longer be able to receive emails from the MaryDaley@madison-heights.org account, and that email address will no longer be monitored.

Sent: Monday, June 15, 2026 6:34 PM

To: Clerks <clerks@madisonheightsmi.gov>

Subject: Tobacco Shops

Warning: Unusual sender <lambullarde77@stu.lamphereschools.org>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Dear City of Madison Heights officials,

It has come to my attention that there is a plan in place to put a tobacco shop next the Gong Cha on John R Road. I disagree with the notion of tobacco shops anywhere, but one right next to the boba place not even a full mile from Lamphere High School is absolutely absurd. Our school already has a vaping problem within teens so I believe this would just make our problem worse. The placement of this tobacco shop is right by 2 major hot spots of our high school students. Gong Cha and Savvy Sliders. Many students choose to go here after school, or just in general. Placing a tobacco shop there will increase the influence these substances already have on teens. I hope you consider the details I have provided.

Lamphere High School student (grade 10)



Fw: Vape shop opening.

From Mary Daley <Mdaley@Madisonheightsmi.gov>

Date Tue 6/16/2026 8:07 AM

To Matt Lonnerstater <Mlonnerstater@Madisonheightsmi.gov>

This email also came in after the start of yesterday's meeting. I just received it this morning.

Mary P. Daley

Business Services Coordinator

City of Madison Heights

300 W. 13 Mile Road

Madison Heights, MI 48071

Direct: 248-837-2623

Main Office: 248-583-0826

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[REDACTED]
Sent: Monday, June 15, 2026 6:19 PM

To: Clerks <clerks@madisonheightsmi.gov>

Subject: Vape shop opening.

Warning: Unusual sender <lamyaqom99@stu.lamphereschools.org>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Madison Heights is a diverse city that has countless shops that offer a wide range of products and goods. One of those should not be a vape shop. I value our cities safety, and the wellness of the people who reside here. Opening another shop that sells vapes, and other similar products, would not be beneficial. It will allow more exposure to tobacco products, which is something that should be avoided especially considering the amount of schools in the city. Having more accessibility to these types of products will only do harm to people. Tobacco products are extremely harmful to the human body and addictive. With the large community that resides in Madison Heights ranging from kids to elderly, these products will only have a negative impact which is why another shop shouldn't be opened.

- Lamphere Student, grade 10

Section 3.06 Permitted Use Table

Uses not listed in a particular Zoning District but permitted elsewhere in the Zoning Ordinance shall be considered prohibited in that Zoning District. However, the Planning and Zoning Administrator or their designee may determine that a use which is not specifically mentioned in this Ordinance is comparable to a permitted or prohibited use in any district, either by right or as a Special Land Use. The Planning and Zoning Administrator may refer a use interpretation to the Zoning Board of Appeals.

The City Center Zoning District is regulated in [City Center District, Section 6.02](#)

Key:

P = Principal Uses Permitted By-Right

S = Uses Permitted on Special Land Use Approval

A = Permitted as an Accessory Use

P/S = May be Permitted By-Right or as a Special Land Use. Refer to use-specific standards

A+S = Permitted as an Accessory Use upon Special Land Use Approval

[blank] = Not Permitted

* = Refer to City Center, [Section 6.02](#), for additional use matrix based on building type.

† = Only permitted in Primary Caregiver Marihuana Grow Overlay District, [Section 5.01](#)

Land Use	R-1	R-2	R-3	R-MN	R-MF	O-1	B-1	B-2	B-3	CC*	MUI-1	MUI-2	M-1	M-2	H-M	N-P	Use Standards (Section No.)
Residential Uses																	
Accessory Dwelling Unit	A	A	A	A	A												7.03(1)
Detached One-Family Dwelling	P	P	P	P	P											S	7.03(10)
Townhomes, Attached One-Family Dwellings				P	P						P	P					7.03(45)
Duplexes				P	P												7.03(12)
Multiplexes				P	P												7.03(29)
Multi-Family Dwellings					P					P*		P					7.03(30)
Residential/Commercial Mixed-Use							P	P	P	P*	P	P					7.02(2)
Live/Work				S	S		P				P	P					7.03(23)
Manufactured Homes															P		3.12
Senior Housing, Assisted					S	S						S					7.03(41)
Senior Housing, Independent					P					P*		P					7.03(42)
Child Family Day Care Homes	P	P	P	P	P						P	P				P	7.03(7)
Child Group Day Care Homes	S	S	S	S	S						S	S				S	7.03(7)
Foster Care Family Homes	P	P	P	P	P						P	P				P	7.03(14)
Foster Care Group Homes	S	S	S	S	S						S	S				S	7.03(14)
Commercial Uses																	
Artist Studio						P	P	P	P	P*	P	P	P	P			
Auto Repair and Service (Minor)								S	P		S		S	S			7.03(2)
Auto Repair and Service (Major)								S	S		S		S	S			7.03(2)
Auto Sales (New and Used) and Rental								S	S		S	S	P/S	P/S			7.03(3)
Auto Wash									S								7.03(4)
Banquet/Assembly/Meeting Halls (less than 75 persons)						S	S	P	P	P/S*	P	P	P	P			7.03(5)
Banquet/Assembly/Meeting Halls (greater than 75 persons)								P	P	P/S*	S	P					7.03(5)
Bars and Taprooms							S	P	P	P/S*	P	P	P	P			
Business or Trade Schools						P	S	P	P	P*	S	P	P	P			

Land Use	R-1	R-2	R-3	R-MN	R-MF	O-1	B-1	B-2	B-3	CC*	MUI-1	MUI-2	M-1	M-2	H-M	N-P	Use Standards (Section No.)
Child/Adult Day Care Center and Preschools	S	S	S	S	S	P	P	P	P	P*	S	P					7.03(6)
Commercial Kennels and Boarding Facilities								S	S			S	S	S			7.03(8)
Drive-Through Facilities						A+S	A+S	A	A		A+S	A					7.03(11)
Financial Institutions						P	P	P	P	P*	P	P	P	P			
Firearm Retail Sales								P	P				A	A			7.03(13)
Funeral Homes						S		S	S			S					7.03(15)
Gasoline/Recharging Stations								S	S								7.03(16)
General Retail, Small to Mid-Format (up to 30,000 sq. ft.)							P	P	P	P*	P	P					
General Retail, Large Format (>30,000 sq. ft.)								P	P		S	S					
Home Improvement Centers and Garden Centers, Small to Mid-Format (up to 30,000 sq. ft.)							P	P	P	P/S*	P	P	S	S			7.03(17)
Home Improvement Centers and Garden Centers, Large Format (>30,000 sq. ft.)								P	P		S	S	S	S			7.03(17)
Hotels and Lodging Facilities								S	P	P/S*	S	P					7.03(20)
Incubator Kitchen or Catering Facility						S	P	P	P	P*	P	P	P	P			
Indoor Recreational Business							P/S	P	P	P/S*	P/S	P/S	P	P			7.03(21)
Indoor Shooting Range									S				S	S			7.03(22)
Medical Office						P	P	P	P	P*	P	P					
Microbreweries, Wineries and Distilleries							S	P	P	P*	P	P	P	P			
Mobile Food Court (Principal Use)										S*	S	S					7.03(27)
Mobile Food Site (Accessory Use)										A*	A	A					7.03(28)
Outdoor Dining and Seating						A	A	A	A	A*	A	A	A	A			7.03(31)
Outdoor Recreational Business								S	S			S					7.03(32)
Outdoor Sales and Display						A+S	A+S	A	A	A*	A	A	A	A			7.03(33)

Land Use	R-1	R-2	R-3	R-MN	R-MF	O-1	B-1	B-2	B-3	CC*	MUI-1	MUI-2	M-1	M-2	H-M	N-P	Use Standards (Section No.)
Personal Service Establishments						P	P	P	P	P*	P	P					
Pharmacy						P	P	P	P	P*	P	P					
Professional Office						P	P	P	P	P*	P	P	P	P			
Restaurant						P	P	P	P	P*	P	P	P	P			
Self-Storage Facility									S				S	S			<u>7.03(40)</u>
Tutoring and Instructional Services						P	P	P	P	P*	P	P					
Tobacco/Smoke Shop or Smoke Lounge								P	P	S*	S	P					<u>7.03(44)</u>
Theater							S	P	P	P*	P	P					
Veterinary Clinic or Animal Grooming						S	S	P	P	P*	P	P					<u>7.03(46)</u>
Industrial Uses																	
Artisan Manufacturing/Makerspace										P*	P	P	P	P			
Contractor's Office						P	P	P	P	P*	P	P	P	P			<u>7.03(9)</u>
Light Industrial, Assembly, Repair and Manufacturing											P		P	P			
Heavy Industrial, Assembly, Repair and Manufacturing														P			
Lumber Yard													S	S			<u>7.03(17)</u>
Fleet Vehicle and Trucking Storage Yard. Commercial Storage of Boats, Trailers, Recreational Vehicles, or other Operable Vehicles or Equipment.													S	S			
Research, Development and Testing Facilities										S*	P		P	P			
General Warehouse and Distribution											P		P	P			
Wholesale Sales/Retail									P		S	S	S	S			
Industrial Tool and Equipment Sales, Rental, Service, Storage and Distribution								P	P	S*	S	P	P	P			
Incubator Workspaces								P	P	P*	P	P	P	P			
Yard Waste Transfer and Composting Facilities														S			
Junk, Tow, or Salvage Yard														S			

Land Use	R-1	R-2	R-3	R-MN	R-MF	O-1	B-1	B-2	B-3	CC*	MUI-1	MUI-2	M-1	M-2	H-M	N-P	Use Standards (Section No.)
Recycling Drop Off Centers													S	S			
Recycling Transfer and Processing Facilities														S			
Public & Quasi-Public Uses																	
Hospital						S		S	S								7.03(19)
Public Library, Museum, Art Center, Community Center	S	S	S	S	S	P	P	P	P	P*	P	P	P	P	S	S	
Government Office Building/Courthouse/Public Police and Fire Services	P	P	P	P	P	P	P	P	P	P*	P	P	P	P	P	P	
Post Office					P	P	P	P	P	P*	P	P	P	P			
Religious Institutions, Private Clubs, and Lodges (less than 75 persons)	S	S	S	S	S	S	S	P	P	P*	P	P	P	P			7.03(39)
Religious Institutions, Private Clubs, and Lodges (greater than 75 persons)	S	S	S	S	S			P	P	S*	S	P					7.03(39)
K-12 Schools, Public or Private	S	S	S	S	S	P	S	S	S	S*	S	S					
Institutions of Higher Learning						P	S	P	P	S*	P	P					
Public Parks	P	P	P	P	P	P	P	P	P	P*	P	P	P	P	P	P	
Cemetery	S	S															
Essential Public Utility Services	P	P	P	P	P	P	P	P	P	P*	P	P	P	P	P	P	
Other Uses																	
Accessory Buildings, Structures and Uses	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	8.03
Temporary Buildings/Uses	P	P	P	P	P	P	P	P	P	P*	P	P	P	P	P	P	7.03(43)
Home Occupation, Minor	A	A	A	A	A					A*	A	A			A	A	7.03(18)
Home Occupation, Major	A+S	A+S	A+S	A+S	A+S					A+S*	A+S	A+S			A+S	A+S	7.03(18)
Parking as a Principal Use	S	S	S	S	S	S	S	S	S	S*	S	S	S	S	S		7.03(34)
Regulated Uses								S	S								7.03(38)
Wireless Communication Facilities	Refer to Section 7.03(47)																
Medical Marihuana Caregiver											P ⁺	P ⁺	P ⁺	P ⁺			7.03(24)
Medical Marihuana and Adult Use Marihuana Safety Compliance Facility						P					P	P	P	P			7.03(25)

Land Use	R-1	R-2	R-3	R-MN	R-MF	O-1	B-1	B-2	B-3	CC*	MUI-1	MUI-2	M-1	M-2	H-M	N-P	Use Standards (Section No.)
Medical Marihuana and Adult Use Marihuana Facilities	Refer to Section 7.03(26)																

Section 3.14 B-1 Neighborhood Business District.

PREAMBLE

The B-1 Business District is designed to meet the day-to-day convenience shopping and service needs of persons residing in adjacent residential areas. The B-1 District shall encourage uses and design that are compatible with, and accessible to, nearby residential uses, thus reducing the number of vehicle trips required in these areas.

PERMITTED USES	SPECIAL LAND USES	ACCESSORY USES
- Artist Studio - Child/Adult Day Care Center and Preschools 7.03(6) - Contractor's Office 7.03(9) - Essential Public Utility Services - Financial Institutions - General Retail, Small to Mid-Format (up to 30,000 sq. ft.) - Government Office Building/Courthouse/Public Police and Fire Services - Home Improvement Centers and Garden Centers, Small to Mid-Format (up to 30,000 sq. ft.) 7.03(17) - Incubator Kitchen or Catering Facility - Indoor Recreational Business 7.03(21) - Live/Work 7.03(23) - Medical Office - Personal Service Establishments - Pharmacy - Post Office - Professional Office - Public Library, Museum, Art Center, Community Center - Public Parks - Residential/Commercial Mixed-Use 7.02(2) - Restaurant - Temporary Buildings and Uses 7.03(43) - Tutoring and Instructional Services	- Banquet/Assembly/Meeting Halls (less than 75 persons) 7.03(5) - Bars and Taprooms - Business or Trade Schools - Drive-Through Facilities 7.03(11) - Indoor Recreational Business 7.03(21) - Institutions of Higher Learning - K-12 Schools, Public or Private - Microbreweries, Wineries and Distilleries - Outdoor Sales and Display 7.03(33) - Parking as a Principal Use 7.03(34) - Religious Institutions, Private Clubs, and Lodges (less than 75 persons) 7.03(39) - Theater - Veterinary Clinic or Animal Grooming 7.03(46)	- Accessory Buildings, Structures and Uses Section 8.03 - Drive-Through Facilities 7.03(11) - Outdoor Dining and Seating 7.03(31) - Outdoor Sales and Display 7.03(33)

The above list is a summary of Principal Permitted Uses, Special Land Uses, and Accessory Uses in the district. Uses provided with a section reference indicates uses that have specific use standards. Refer to [Article 2](#) for definitions of uses.

DIMENSION REGULATIONS			
Lot Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	--	Front Yard (ft.)	5 ft.
Min. Lot Width (ft.)	--	Side Yard (one) (ft.)	5 ft. (A)
Max. Lot Coverage	--	Side Yard (total of 2) (ft.)	10 ft. (A)
Min. Floor Area/Unit		Street Sides (ft.)	5 ft.
Max. Building Height (ft.)	30 ft.	Rear Yard (ft.)	15 ft. (B)
Max. Building Height (stories)			
Footnotes: Refer to Section 4.02 wherever a footnote is referenced in parentheses after one of the design regulations.			

Section 3.15 B-2 Community Business District

PREAMBLE

The B-2 Community Business District is designed to cater to the needs of a larger consumer population than is served by the Neighborhood Business District and may be characterized by an integrated cluster of establishments served by a common parking area and generating large volumes of vehicular and pedestrian traffic. The B-2 district is intended along, and at the intersections of, major arterial streets.

PERMITTED USES	SPECIAL LAND USES	ACCESSORY USES
- Artist Studio - Banquet/Assembly/Meeting Halls (greater than 75 persons) 7.03(5) - Banquet/Assembly/Meeting Halls (less than 75 persons) 7.03(5) - Bars and Taprooms - Business or Trade Schools - Child/Adult Day Care Center and Preschools 7.03(6) - Contractor's Office 7.03(9) - Essential Public Utility Services - Financial Institutions - Firearm Retail Sales 7.03(13) - General Retail, Small to Mid-Format (up to 30,000 sq. ft.) and Large-Format (>30,000 sq. ft.) - Government Office Building/Courthouse/Public Police and Fire Services - Home Improvement Centers and Garden Centers, Small to Mid-Format (up to 30,000 sq. ft.) and Large Format (>30,000 sq. ft.) 7.03(17) - Incubator Kitchen or Catering Facility - Incubator Workspaces - Indoor Recreational Business 7.03(21) - Industrial Tool and Equipment Sales, Rental, Service, Storage and Distribution - Institutions of Higher Learning - Medical Office - Microbreweries, Wineries and Distilleries - Personal Service Establishments - Pharmacy - Post Office - Professional Office - Public Library, Museum, Art Center, Community Center - Public Parks - Religious Institutions, Private Clubs, and Lodges (greater than 75 persons) 7.03(39)	- Auto Repair and Service (Major) 7.03(2) - Auto Repair and Service (Minor) 7.03(2) - Auto Sales (New and Used) and Rental 7.03(3) - Commercial Kennels and Boarding Facilities 7.03(8) - Funeral Homes 7.03(15) - Gasoline/Recharging Stations 7.03(16) - Hospital 7.03(19) - Hotels and Lodging Facilities 7.03(20) - K-12 Schools, Public or Private - Outdoor Recreational Business 7.03(32) - Parking as a Principal Use 7.03(34) - Regulated Uses 7.03(38)	- Accessory Buildings, Structures and Uses Section 8.03 - Drive-Through Facilities 7.03(11) - Outdoor Dining and Seating 7.03(31) - Outdoor Sales and Display 7.03(33)

- Religious Institutions, Private Clubs, and Lodges (less than 75 persons) 7.03(39) - Residential/Commercial Mixed-Use 7.02(2) - Restaurant - Temporary Buildings and Uses 7.03(43) - Theater - Tobacco/Smoke Shop or Smoke Lounge 7.03(44) - Tutoring and Instructional Services - Veterinary Clinic or Animal Grooming 7.03(46)		
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The above list is a summary of Principal Permitted Uses, Special Land Uses, and Accessory Uses in the district. Uses provided with a section reference indicates uses that have specific use standards. Refer to [Article 2](#) for definitions of uses.

DIMENSION REGULATIONS

Lot Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	--	Front Yard (ft.)	10 ft.
Min. Lot Width (ft.)	--	Side Yard (one) (ft.)	10 ft. (A)
Max. Lot Coverage	--	Side Yard (total of 2) (ft.)	20 ft. (A)
Min. Floor Area/Unit		Street Sides (ft.)	10 ft.
Max. Building Height (ft.)	40 ft.	Rear Yard (ft.)	20 ft. (B)
Max. Building Height (stories)			

Footnotes: Refer to [Section 4.02](#) wherever a footnote is referenced in parentheses after one of the design regulations

- (3) Consistency with the goals, policies and objectives of the Master Plan (including the Future Land Use Plan), and any sub-area or corridor plans. If conditions have changed since such plans were adopted, consistent with recent development trends in the area shall be considered.
- (4) The boundaries of the requested rezoning district will be reasonable in relationship to surrounding zoning districts, and construction on the site will be able to meet the dimensional regulations for the requested zoning district.
- (5) The requested zoning district is considered to be more appropriate from the city's perspective than another zoning district.
- (6) If a rezoning is requested to allow for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.
- (7) The requested rezoning will not create an isolated or incompatible zone in the neighborhood.
- (8) The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.
- (9) That the amendment will not be expected to result in exclusionary zoning.

C. Rezoning with Conditions. The Planning Commission and City Council recognize that, in certain instances, it would be an advantage to both the City and to a property owner seeking rezoning if the property owner proposes certain conditions and limitations as part of a petition for rezoning. Therefore, it is the intent of this Section to provide a process consistent with the provision of Section 405 of the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended, being MCL 125.3405, to permit property owners to offer conditions regarding the use and/or development of land as part of the rezoning request. It is the further intent of this ordinance to accomplish, among other things, the objectives of the Zoning Ordinance and the Master Plan to achieve integration of the proposed land development project with the characteristics of the surrounding area.

(1) Authorization and Eligibility.

- (a) The standards of this Section shall grant a property owner the option of voluntarily proposing conditions for the development and use of property in connection with the submission of a petition seeking a rezoning. Such conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of review of the proposed rezoning.
- (b) In order to be eligible for consideration of a Rezoning with Conditions, a property owner must propose a rezoning of property to a new zoning district classification, and must, as part of such proposal, voluntarily offer certain site-specific conditions (to be set forth in a Rezoning with Conditions Agreement) that are more strict or limiting than the regulations that would apply to the land under the proposed new zoning district. Such conditions may include, but are not limited to, the following:
 - (i) The location, size, height or other measure for and/or of buildings, structures, improvements, setbacks, landscaping, buffers, design, architecture and other physical features of the proposed development.
 - (ii) Specification of maximum density or intensity of development and/or use, expressed in terms fashioned for the particular development and/or use. For example: units per acre, maximum usable floor area, or hours of operation.
 - (iii) Preservation of open space, natural resources and/or natural features.
 - (iv) Improvements to address traffic issues, including paving, substantial improvements to or funding of improvements to major roads to the benefit of the entire City.
 - (v) Site improvements such as signage, lighting, landscaping, building materials for the exterior of some or all structures above and beyond what would otherwise be required by City Ordinance.
 - (vi) Limitations on permissible uses of the property.
 - (vii) Any other conditions that may be voluntarily proposed by the property owner.

(2) Application and Review Procedures.

- (a) Application.

- (i) At the time of making application for amendment of this ordinance seeking a rezoning of property, or at a later time during the process of City consideration of such rezoning a property owner may submit a complete application for approval of a Rezoning with Conditions to apply in conjunction with the rezoning.
 - (ii) The application, which may be amended by the applicant during the process of consideration, shall specify the Rezoning Conditions proposed by the applicant, recognizing that Rezoning Conditions shall not authorize uses or development not permitted in the district proposed by the rezoning.
 - (iii) An application for a Rezoning with Conditions shall include a Rezoning with Conditions Agreement ("the Agreement"). The Agreement shall set forth the rezoning conditions and may incorporate a Rezoning with Conditions Plan.
 - (iv) The application shall include a notarized signature of the property owner indicating that the conditions attached to the rezoning are voluntarily offered.
 - (b) Technical Review Committee Review. The proposed Rezoning with Conditions will become an agenda item for the Technical Review Committee, with comments forwarded to the Planning Commission.
 - (c) Planning Commission Review.
 - (i) The proposed Rezoning with Conditions shall be noticed for public hearing in accordance with Section 15.01 before the Planning Commission as a proposed legislative amendment of the Zoning Ordinance.
 - (ii) Following the public hearing, and further deliberations as deemed appropriate by the Planning Commission, the Planning Commission shall make a recommendation to the City Council on the proposed Rezoning with Conditions.
 - (d) City Council Review. Upon recommendation by the Planning Commission, the City Council shall make a final determination to approve or deny the Rezoning with Conditions as offered by the applicant. The City Council may only consider the conditions offered by the applicant and may not attach any other conditions to the rezoning other than those offered by the applicant. Any new conditions voluntarily offered by the applicant shall require Planning Commission review and a new public hearing. The City Council's deliberations shall include, but not be limited to, a consideration of the review criteria for a Rezoning with Conditions.
- (3) **Review Criteria.** A Rezoning with Conditions shall only be approved if it meets the following requirements and standards:
- (a) The proposed Rezoning with Conditions will further the goals and objectives of the City Master Plan.
 - (b) Rezoning conditions shall not authorize uses or development not permitted in the district proposed by the rezoning (and shall not permit uses or development expressly or implicitly prohibited in the Rezoning with Conditions Agreement).
 - (c) The use of the property in question shall be in complete conformity with all regulations governing development and use within the zoning district to which the property is proposed to be rezoned, including, without limitation, permitted uses, lot area and width, setbacks, height limits, required facilities, buffers, open space areas, and land use density; provided, however, the following shall apply:
 - (i) Development and use of the property shall be subject to the more restrictive requirements shown or specified in the Rezoning with Conditions Agreement, and/or in other conditions and provisions set forth in the Rezoning with Conditions Agreement required as part of the Rezoning with Conditions approval. Such Rezoning with Conditions Agreement shall supersede all inconsistent regulations otherwise applicable under the Zoning Ordinance.
 - (d) The proposed Rezoning with Conditions will result in integration of the proposed land development project with the characteristics of the project area, and result in an enhancement of the project area as compared to the existing zoning, and such enhancement would be unlikely to be achieved or would not be assured in the absence of the use of a Rezoning with Conditions.
 - (e) As compared to the existing zoning and considering the site-specific conditions and/or land use proposed by the applicant, it would be in the public interest to grant the Rezoning with Conditions. In determining whether approval of a proposed application would be in the public interest, the benefits

which would reasonably be expected to accrue from the proposal shall be balanced against and be found to clearly outweigh the reasonably foreseeable detriments, taking into consideration reasonably accepted planning, engineering, environmental and other principles, and also taking into consideration the special knowledge and understanding of the City by the City Council and Planning Commission.

- (f) The proposed conditions will not preclude future zoning and planning actions by or on behalf of the municipality.
 - (g) Existing and available public services will be capable of serving proposed or potential development that will occur as a result of the Rezoning with Conditions without negatively impacting the delivery of public services to other properties in the City, or the conditions will ensure that public services will be sufficient to serve both the site and other properties in the City.
 - (h) The offered condition(s) are beneficial to the public good and likely to be enforceable.
 - (i) The condition does not have the same effect as a use variance.
 - (j) The proposed conditions do not relieve the applicant of the responsibility of securing any applicable site plan, plat, condominium, or special land use approvals.
- (4) **Effect of Approval.** Approval of the Rezoning with Conditions and Rezoning with Conditions Agreement confirms only the rezoning of the property, subject to any conditions reflected in the Rezoning with Conditions Agreement. Any applicable site plan, plat, condominium, special land use, or variance approvals shall be required before any improvements to the property may be undertaken.

If approved, the zoning district classification of the rezoned property shall consist of the district to which the property has been rezoned, accompanied by a reference to "CR Rezoning with Conditions". The Zoning Map shall specify the new zoning district plus a reference to "CR" e.g., the district classification for the property might be "B-1, Neighborhood Business District (CR, Rezoning with Conditions)", with a Zoning Map Designation of "B-1/CR." Use of the property so classified and approved shall comply with the conditions set forth in the Rezoning with Conditions Agreement. No development or use of the land inconsistent with the conditions of the Rezoning with Conditions Agreement shall be permitted.

(5) **Compliance with Conditions.**

- (a) Any person who establishes a development or commences a use upon land that has been rezoned with conditions shall continuously operate and maintain the development or use in compliance with all of the conditions set forth in the Rezoning with Conditions Agreement. Any failure to comply with a condition contained within the Rezoning with Conditions Agreement shall constitute a violation of this Zoning Ordinance and shall be punishable accordingly. Additionally, any such violation shall be deemed a nuisance per se and subject to judicial abatement as provided by law.
- (b) No permit or approval shall be granted under this Ordinance for any use or development that is contrary to an applicable Rezoning with Conditions Agreement.

(6) **Period of Approval.**

- (a) The Rezoning with Conditions and Agreement shall expire after a period of one (1) year from the effective date of the Rezoning unless substantial progress towards obtaining site plan and other required approvals has been made, and shall expire after a period of two (2) years unless development of the property is substantially begun within such two (2) year period and proceeds diligently and in good faith as required by ordinance to completion.
- (b) In the event substantial progress towards obtaining site plan and other required approvals has not commenced within one (1) year and bona fide development has not commenced within two (2) years from the effective date of the rezoning, the Rezoning with Conditions and the Rezoning with Conditions Agreement shall be void and of no effect.
- (c) The property owner may apply for a one (1) year extension two (2) times. The request must be submitted to the Community and Economic Development Department before the approval time limit expires. The property owner must demonstrate why the extension should be granted, and must also demonstrate that there is a strong likelihood that the development or use will commence within the period of extension and proceed diligently thereafter to completion, and if the City Council finds that there has not been a change

in circumstances that would render the Rezoning with Conditions incompatible with adjacent or nearby use and zoning of land or is otherwise inconsistent with sound zoning policy.

- (d) An extension request shall be considered by the City Council following a recommendation by the Planning Commission.
- (e) If the Rezoning with Conditions becomes void in the manner provided in this section, the following procedures shall apply:
 - (i) The property owner may seek a new rezoning of the property within thirty (30) days of the expiration of the period of approval.
 - (ii) If no application is made for a new rezoning of the property, the land shall revert to its former zoning classification as set forth in MCL 124.286i (as amended). The City Council shall direct the Planning Commission to proceed with consideration of rezoning the land to its former zoning designation following the standard rezoning procedures set forth in this Zoning Ordinance.
 - (iii) Until such time as a new zoning district classification of the property has become effective, no development shall be undertaken or permits for development issued.
- (7) **Rezoning with Conditions Agreement Requirements.** A Rezoning with Conditions Agreement shall be executed between the applicant and the City at the time of City Council approval of a Rezoning with Conditions.
 - (a) Rezoning with Conditions Agreements shall, at a minimum, contain all of the following items:
 - (i) Identification of the requested zoning district and a listing of the conditions offered by the applicant.
 - (ii) A statement acknowledging that the Rezoning with Conditions was proposed by the applicant, and further agreement and acknowledgment that the conditions and Rezoning with Conditions Agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered into on a voluntary basis and represents a permissible exercise of authority by the City.
 - (iii) Agreement and understanding that the property in question shall not be developed or used in a manner inconsistent with the Rezoning with Conditions Agreement.
 - (iv) Agreement and understanding that the approval and Rezoning with Conditions Agreement shall be binding upon and inure to the benefit of the property owner and City, and their respective heirs, successors, assigns, and transferees.
 - (v) If the City Council grants an extension of approval, a new Rezoning with Conditions Agreement with the new expiration date shall be recorded.
 - (vi) Agreement and understanding that, if a Rezoning with Conditions becomes void, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established.
 - (vii) Agreement and understanding that each of the requirements and conditions in the Rezoning with Conditions Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved Rezoning with Conditions, taking into consideration the changed zoning district classification and the specific use authorization granted.
 - (viii) A legal description of the property affected by the Rezoning with Conditions.
 - (ix) Development regulations affected by the conditions of rezoning, including but not limited to density, setbacks, height, site coverage, signs, parking, architecture, etc.
 - (x) Revocation of approval provisions returning the property to its original zoning designation if the developer violates the terms of the Agreement. A Rezoning with Conditions Plan may be included as an exhibit to the Agreement.
 - (b) The Rezoning with Conditions Plan may show the conceptual layout of the proposed development or use, along with any other information deemed relevant by the applicant. Inclusion of a Rezoning with Conditions Plan as an exhibit to a Rezoning with Conditions Agreement shall not replace the

requirement for preliminary and final site plan, subdivision, condominium, special land use or variance review and approval.

- (8) **Amendment of Rezoning with Conditions Agreement.** Amendment of a Rezoning with Conditions Agreement shall be proposed, reviewed and approved in the same manner as a new Rezoning with Conditions.
 - (9) **Recordation of Rezoning with Conditions Agreement.** A Rezoning with Conditions shall become effective following publication in the manner provided by law, and, after recordation of the Rezoning with Conditions Agreement, whichever is later.
 - (10) **Termination.** The City Council shall be the only body with the authority to terminate a Rezoning with Conditions agreement. The consideration to terminate the agreement shall be for reasons of expiration of the agreement, discovery of false information upon which the initial approval was based, or the existence or discovery of new information that alters the viability of the approved rezoning. The Termination shall comply with any applicable provisions of this ordinance or the Rezoning with Conditions Agreement.
 - (11) **City Right to Rezone.** Nothing in the Rezoning with Conditions Agreement or in the provisions of this Section shall be deemed to prohibit the City from rezoning all or any portion of land that is subject to a Rezoning with Conditions to another zoning classification. Any such rezoning shall be conducted in compliance with this Ordinance and the Michigan Zoning Enabling Act.
 - (12) If land that is subject to a Rezoning with Conditions Agreement is thereafter rezoned to a different zoning classification or to the same zoning classification but with a different or no Rezoning with Conditions Agreement, the Rezoning with Conditions Agreement attached to the former zoning classification shall cease to be in effect.
4. **Notice of Adoption of Amendment.** Following adoption of an amendment by the City Council, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice shall be published in a newspaper of general circulation in the City within fifteen (15) days after adoption, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. A record of all amendments shall be maintained by the City Clerk. A Zoning Map shall be maintained by the City Clerk, which shall identify all map amendments. The required notice of adoption shall include all of the following information:
- A. In the case of a newly adopted Zoning Ordinance, the following statement: "A zoning ordinance regulating the development and use of land has been adopted by the City of Madison Heights."
 - B. In the case of an amendment(s) to the existing Zoning Ordinance, either a summary of the regulatory effect of the amendment(s), including the geographic area affected, or the text of the amendment(s).

Section 15.08 Temporary Use Permits

1. **Purpose.** This section sets forth the requirements for the application, review, approval, and enforcement of temporary use permits in the City of Madison Heights. Temporary use permits may be reviewed and acted upon by the Planning and Zoning Administrator, Technical Review Committee, or Planning Commission.
2. **Use-Specific Standards.** Temporary uses are subject to the use-specific standards of [Section 7.03\(43\)](#)
3. **Planning and Zoning Administrator/Technical Review Committee Review.** The Planning and Zoning Administrator may review and approve certain temporary uses addressed in Section 7.03(XXXX). The Planning and Zoning Administrator reserves the right to refer any request for a temporary use permit to the Technical Review Committee or Planning Commission for review and approval.
4. **Planning Commission Review.** The Planning Commission shall review and act upon temporary use permit requests where the applicant seeks approval for a time period longer than otherwise allowed by [Section 7.03\(43\)](#) or for a temporary use not specifically permitted in [Section 7.03\(43\)](#) nor deemed similar by the Planning and Zoning Administrator; provided, that the temporary use complies with all other relevant development and operational standards for the use as provided in this Zoning Ordinance.



NOTICE OF PUBLIC HEARING

Notice is hereby given that the **Planning Commission** for the City of Madison Heights will hold a public hearing on **Monday, June 15th at 5:30 p.m.** in the City Hall Council Chambers, 300 West Thirteen Mile Road, Madison Heights, Michigan 48071, to consider the following rezoning request(s):

Amended Rezoning Request No. PRZN 26-01 by Smokin Bear Tobacco, on behalf of property owner South Lyon Company, LLC, to rezone one (1) parcel of land located at 31075 John R Road (TM# 44-25-02-478-021) from B-1, Neighborhood Business, to B-2, Community Business district. The amended application involves a Rezoning with Conditions in accordance with Section 15.07.3.C of the Madison Heights Zoning Ordinance.

The application and any supporting documents can be viewed during regular business hours at the Community and Economic Development Department. In addition, the agenda item can be viewed online after 4:00 p.m. on the Friday prior to the meeting at www.madisonheightsmi.gov in the Agenda Center.

For further information, please contact the Community and Economic Development Department at (248) 583-0831.

Advertiser Name / ID: CITY OF MADISON HEIGHTS / 261707 - Ad ID: 75068-292721 - PO: - Affidavit ID: 19785



AGENDA ITEM SUMMARY FORM

MEETING DATE: 6/13/2026

PREPARED BY: Sean P. Ballantine, Director of Public Services

AGENDA ITEM CONTENT: Director of Public Services - Scheduled Replacement of Chipper #406

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$100,000

FUNDS REQUESTED: \$102,853

FUND: 101-528-985-0000

EXECUTIVE SUMMARY:

The fiscal year 2026/27 budget includes accumulated funding for the scheduled replacement of brush chipper #406, a 2006 Bandit, funded through the Solid Waste division. At 20 years of service, this machine has a "poor" condition analysis score of 45, warranting priority replacement.

After various demonstrations and prior experience with other machines, Staff believes that the unit provided by Vermeer will provide the best value to the City, and best serve the needs of the Department of Public Services.

RECOMMENDATION:

Staff requests that Council approve the purchase of one Vermeer BC1800XL brush chipper in the amount of \$102,853 as quoted from Vermeer Midwest, of Fowlerville, through the Sourcewell purchasing cooperative.

MEMORANDUM

Item 11.

DATE: June 26, 2026
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Scheduled Replacement of Chipper #406

The fiscal year 2026/27 budget includes accumulated funding for the scheduled replacement of brush chipper #406, a 2006 Bandit, funded through the Solid Waste division. At 20 years of service, this machine has a “poor” condition analysis score of 45, warranting priority replacement. This is one of two brush chippers the City maintains for general forestry work, our residential brush chipping program, and most importantly, emergency storm response.

Staff is familiar with, and has demonstrated machines from Bandit and Morbark, and most recently, demonstrated a Vermeer unit. Although this brand is unfamiliar to us; we have historically purchased between Bandit and Morbark, the equivalent machine provided by Vermeer proved extremely satisfactory in both its operation by the field staff, and its quality of build and serviceability by our mechanics. The sales representative from Vermeer was highly responsive, and we feel confident that they will prove the level of service we both expect and require.

The Vermeer unit is available through the Sourcewell purchasing cooperative, and has the most competitive price point of comparable units from the three vendors. Staff feels that the this purchase is in the best interest of the City, and this chipper will well serve the needs of the Department of Public Services.

Based on these facts, Staff requests that Council approve the purchase of one Vermeer BC1800XL brush chipper in the amount of \$102,853 as quoted from Vermeer Midwest, of Fowlerville, through the Sourcewell purchasing cooperative.

City of Madison Heights
Department of Public Services
801 Ajax Drive
Madison Heights, Michigan 48071

City of Madison Heights
Vehicle Replacement Guidelines & Evaluation Worksheet

Disposition: Auction

Item 11.

(Only those fields shaded in yellow need to be completed.)

Date of Evaluation:	6/26/2026	Vehicle Type:	C
Vehicle #:	406	Type A = Sedans / Light Trucks ≤ 1 Ton	
Department / Division:	Solid Waste	Type B = Medium / Heavy Duty > 1 Ton	
Year / Make / Model:	2006 Brush Bandit Chipper	Type C = Off Road Equipment	

Age: One point for each year of chronological age beginning with in-service date

In Service Date:	4/7/2006	Age in Months:	242	Score:	20
		Age in Years (rounded):	20		

Usage: Type A = 1 point per 10,000 miles; Type B = 1 point per 5,000 miles; Type C = 1 point per 250 hours used

Actual Mileage:		as of	6/26/2026	Score:	13
Actual Hours:	3,190				

Service Type:

Type A		Type C	
Points	Description	Points	Description
1	Standard sedans and light pickups.	1	Standard duties as equipped.
2	Standard vehicles with occasional off-road usage.	2	Standard duties when used with attachments (sickle bar, backhoes, rear bushhogs).
3	Any vehicle that pulls trailers, hauls heavy loads, continued off-road usage.	3	Multiple duties based on seasons (snow, mowing, leaf).
4	Any vehicle involved in snow removal.	4	Extreme duties in harmful atmosphere (dust, salt, water).
5	Police, Fire, and Rescue service vehicles.	5	Heavy construction work including snow removal.

Type B	
Points	Description
1	Standard use including basic job site duties, some light duty hauling.
2	Standard use with attachments (compressors, lights, etc.) including job site duties, standard load hauling, some towing.
3	Above standard use including job site duties that include idling, standard load hauling, light trailer/equipment towing, leaf collection.
4	Above standard use including job side idling and hauling above standard loads, towing equipment and heavy trailers, light snow removal.
5	Extreme service, high job site idling and duties with attachments, heavy load hauling, heavy trailer/equipment towing, major snow removal duties, refuse collection, etc. (Examples: Sign Truck, Tandem or Single Dump Truck, Snow Removal Truck).

Score: 5

Reliability: Note: Based on current conditions. Preventative Maintenance work is not included.

Points	Description
1	In shop 0 or 1 time within the last 3 months, and no major breakdowns or road calls.
2	In shop 1 time within the last 3 months, and 1 breakdown/road call within the last 3 months.
3	In shop more than twice within the last month, and no major breakdowns or road calls.
4	In shop more than once within the last month, and 2 or more breakdowns/road calls within the last month.
5	In shop more than twice monthly within the last 3 months, and 2 or more breakdowns within the last month.

Number of times in shop within the last month:	0
Number of times in shop within the last 3 months:	1
Any Road Calls or Breakdowns (Y or N):	N
Road Calls / Breakdowns within the last month:	0
Road Calls / Breakdowns within the last 3 months:	0
In shop more than twice monthly within the last 3 months (Y or N):	N

Score: 1

Maintenance & Replacement Costs:

Points	Description
1	Maintenance costs are less than or equal to 20% of replacement cost.
2	Maintenance costs are 21-40% of replacement cost.
3	Maintenance costs are 41-60% of replacement cost.
4	Maintenance costs are 61-80% of replacement cost.
5	Maintenance costs are greater than or equal to 81% of replacement cost.

Total Maintenance Cost	:	\$39,800	as of	6/26/2026	Score:	3
Estimated Purchase Price - New Veh.	:	\$100,000	as of	6/26/2026		
Est. Resale Value of Car to be sold	:	\$6,000	as of	6/26/2026		
Estimated Net Replacement Cost	:	\$94,000	as of	6/26/2026		
Maintenance Cost as % of Replacement Cost:	:	42.3%	as of	6/26/2026		

Condition:

Type A	
Points	Description
1	No visual damage or rust and a good drive train
2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), and a good drive train.
3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train.
4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and one drive train component bad.
5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, and major damage from add-on equipment

Type B	
Points	Description
1	No visual damage or rust, good paint, good interior, no damage from add-on equipment, no body modification, good drive train.
2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), good drive train, minor body modification.
3	Noticeable imperfections in body and paint surface, some minor rust, fair interior, weak/fair drive train, minor body modification, minor damage from add-on equipment.
4	Previous accident damage, poor paint & body condition, major rust/corrosion, poor interior, damage from add-on equip., moderate body modification evidence, 1 drive train component bad.
5	Previous accident damage, poor paint & body condition, bad interior, drive train damaged or inoperative, major body modifications, major damage from add-on equipment and attachments.

Type C		Number of Notable Accidents:	0	(list number)
Points	Description	Paint / Body:	Poor	comment
1	Good condition, fully functional.	Interior:	N/A	comment
2	Fair body, functional.	Drive Train:	Fair	comment
3	Minor body damage, weak operating system.	General Condition:	3	(pick number from table)
4	Severe damage, component not functional.			
5	Extreme damage, inoperable.			

Score: 3

Overall: Total Score: 45

0 - 17	Excellent	Do not replace.
18 - 22	Good	Re-evaluate for future budget(s).
23 - 27	Fair	Qualifies for replacement if budget allows.
28+	Poor	Needs priority replacement.

Prepared By:	Sean P. Ballantine	Date:	6/26/2026
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940 Garden Lane
Fowlerville, MI 48836
517-915-0555
www.vermeermidwest.com

6/5/2026

Quote #: Q-36093-1
PO #:

Bill To:
City of Madison Heights
Dan Yamarino
801 Ajax Drive
Madison Heights, MI 48071

Ship To:
City of Madison Heights
Dan Yamarino
801 Ajax Drive
Madison Heights, MI 48071

To Whom It May Concern:

I would like to submit this quote to you.

1 New 2025 Vermeer BC1800XL

\$101,653.00

- ~ 130hp Cummins QSF3.8L Tier 4 Final Turbo Charged Diesel Engine
- ~ 19" Capacity Drum Chipper with 20"x 24" Infeed Opening
- ~ Ecolde Engine Control system~Automatically lowers engine RPM if material is not being chipped.
- ~ Four sided square anvil/bedknife
- ~ High Coolant Temperature and Low Oil Pressure Automatic Shutdown
- ~ Machine Weight: 9,960 lbs with winch
- ~ Manual Jack
- ~ Manual chute rotation and defelector ~ Transport Length 177", Width 78.5", Height 107"
- ~ 35 Gallon Fuel Tank, 12 Gallon Hydraulic Tank
- ~ Patented Vermeer Smartfeed System
- ~ Infeed Rate is 0~117 fpm ~ 10,000 lbs. Rubber Torsion Axle
- ~ LT235/75R17.5 Load Range J Standard Tires, Electric Brakes with Breakaway Switch
- ~ 13" Spring Loaded Autoclutch, Which Can only be Engaged at Low rpm
- ~ 36" Wide Cutter Drum with 4 ~ 5.5" x 10" Dual Edged Chipper Knives
- ~ Upper and lower feed stop bar for safety
- ~ 1 year/1,000 Hour Parts and Labor Standard Vermeer Warranty
- ~ 3 year/3,000 Hour Extended Limited Warranty on Chipping Drum
- ~ SOURCEWELL CONTRACT 010925-VRM

Untaxed Machine	\$101,653.00
Freight and Prep	\$1,200.00
Grand Total	\$102,853.00
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Total Due	\$102,853.00
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Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 60 months based on \$0 down	\$2,046.51

Initials: _____

Quote #:Q-36093

Additional Options

Item 11.

Quantity	Product Name	Net Total	Additional Price Per Month
1.00	CP PREM 24 MOS, UNLIMITED HRS - 1000 HRS MAINT	\$12,398.00	\$245.50
CP PREM 24 MOS, UNLIMITED HRS - 1000 HRS MAINT (COVERED INTERVALS INCLUDED: 50, 250, 500, 750 & 1000 HOURS)			

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____

Date: _____

Thank you for your consideration.

Sincerely,

Brent Martin
brent.martin@vermeermidwest.com

Initials: _____

Quote #:Q-36093