



Council Chamber, 18500 W. 13 Mile Road, Beverly Hills, Michigan 48025

VILLAGE COUNCIL MEETING

TUESDAY, JULY 7, 2026 AT 7:00 PM

AGENDA

- A. Call to Order/ Roll Call**
- B. Pledge of Allegiance**
- C. Amendments to the Agenda/Approve Agenda**
- D. Community Project Funding Check Presentation: Congresswoman Tlaib**
- E. Swearing in of New Public Safety Officer**
- F. Community Announcements**
- G. Public Comments**
- H. Consent Agenda**
 - 1. Approval of June 16, 2026, Council Minutes
 - 2. Approval of June 16, 2026, Closed Session Minutes
 - 3. Review and File Bills recapped as of July 6, 2026
 - 4. Approve Change to Non-Union Health Insurance Buy Out Policy
 - 5. Approve CLEMIS Participation Agreement
 - 6. Municipal and Community Credits Contract with Suburban Mobility Authority for Regional Transportation (SMART)
- I. Business Agenda**
 - 1. Approve Quote for Public Safety Window Replacements
 - 2. Award Bid for Beverly Park Fence Replacement
 - 3. Ordinance #395 — Second Reading
 - 4. Ordinance #396 — First Reading
- J. Public Comments**
- K. Manager's Report**


1. July 2, 2026, Manager Report
2. June 2026 Public Safety Report

L. Council Comments

M. Adjournment

All interested persons may attend and participate in person or virtually at:
<https://us02web.zoom.us/j/81154117642>
Meeting ID: 811 5411 7642 • **Dial in:** 1-646-876-9923

Persons with disabilities who need assistance to participate in this meeting should contact the Clerk's office at 248-646-6404 three days in advance to request mobility, visual, hearing, or other assistance.

<p>Access Council Meeting Materials: https://beverlyhillsmi.portal.civicclerk.com/ <i>Click here to view the current and previous Council agendas, packets, and minutes.</i></p>	<p>Scan for Quick Access: <i>Scan with your mobile device to view current and past meeting materials.</i></p> 
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Present: President George, President Pro Tem Drummond, Members: Abboud (*arrived at 7:03 p.m.*), Kecskemeti, Mercer and O’Gorman

Absent: Hrydziuszeko

Also Present: Village Manager, Rothe
Village Attorney, Kolb
Village Clerk, Brown
Finance Director, Kutey
Public Services Director, Johnston
Public Safety Director, Arnold

ROLL CALL/CALL TO ORDER/ PLEDGE OF ALLEGIANCE

Council Member Abboud called the regular Village Council meeting to order at 7:00 p.m. in the Village Council Chambers located at 18500 W. Thirteen Mile Road, Beverly Hills, MI 48025. Brown called the roll. The Pledge of Allegiance was recited by those in attendance.

AMENDMENTS TO AGENDA/APPROVE AGENDA

Motion by Mercer, second by Kecskemeti, to add Business item G8 Consideration of the GLWA member partner contract for legal services for the 3M/DuPont public drinking water settlement and corresponding resolution to the agenda

Motion passed.

Motion by Mercer, second by O’Gorman, to approve the agenda as amended.

Motion passed.

Abboud arrived at 7:03 p.m.

COMMUNITY ANNOUNCEMENT

Director Arnold introduced new Office Sean Vargo, a retired Inkster Police Department commander with 25 years of service, and the oath of office was administered the oath of office to Officer Vargo. The Director also recognized Officer Nicholas Pointer for earning five gold medals and setting records in swimming events at the United States Police and Fire Championship Games.

PUBLIC COMMENTS

Bill Eisenman, Valley Ridge Drive, thanked Mercer for raising the issue of light electric vehicles and urged the council to prioritize education, enforcement, and appropriate ordinance development, noting that dangerous behavior involving e-bikes and cyclists on sidewalks and streets had become intense with the arrival of summer. He also provided an update on the upcoming fish survey at Wendbrook, noting it had been rescheduled to pending weather.

Erica Driscoll, Locherbie, addressed the Council regarding the May 11th death of her husband, Jerry, who was struck and killed by a vehicle. She described the Birmingham Police Department's press release as misleading and called on the Council to address pedestrian safety at dangerous intersections including 14 Mile/Southfield and Beverly Road/Southfield. She also referenced

pending state legislation introduced by Senator Rosemary Bayer regarding driver testing requirements at certain ages.

President George expressed his condolences, confirmed that a \$600,000 grant had been received for crosswalk and signalization improvements, and noted an ongoing study of the Beverly/Southfield intersection. Councilman Mercer announced that a public open house regarding the Beverly/Southfield Road intersection study is scheduled for Tuesday, July 14th, from 6:30–8:00 PM at Village Hall.

Tom Maxwell, Lauderdale, raised questions regarding the FY2027 capital and heavy equipment replacement plan, including equipment storage, staff training, asset tracking, and whether purchases were new or replacement items following prior outsourcing. He also commented on Ordinance #395, asking about the need for a second reading, clarification of language, and a noted typographical error. Maxwell raised concerns about the chicken ordinance, including coop requirements, enforcement, grandfathering provisions, and documentation for existing chickens.

Mary Nelson, Woodhaven, spoke in favor of a measured, phased approach to deer management and urged the Council to conduct a formal Phase 1 study before taking any irreversible action such as a cull. She noted that the DNR, the Humane Society of the United States, and Cornell University all recommend a multi-phase process that begins with data collection and goal-setting.

Suzanne Grimm, Vernon Drive, shared research from MSU, the Humane Society, and the DNR on deer management. She cited studies suggesting culling may not reduce long-term deer populations or tick levels and noted that nonlethal management methods can be effective. She recommended gathering more data before any lethal action and suggested the issue be considered for a public vote.

Greg Kessler, Beverly Road, addressed the chicken ordinance, recounting that he and his partner received a field correction notice for keeping chickens in June 2024, while a sitting council member was not issued a similar notice until intervention by the then-Village Manager. He argued that the proposed amendment to the ordinance constitutes preferential treatment and asked why no field correction notice was issued to the council member following passage of the October 2025 ordinance.

Mark Melendy, Kinross, expressed frustration with the ongoing chicken issue and stating the Council was failing in its responsibilities. He also called for faster action on deer management and commended the completion of east-side sidewalks and the installation of a speed hump on Beverly Road.

CONSENT AGENDA

Motion by Drummond, second by O’Gorman, be it resolved, the consent agenda is approved.

1. Approval of June 2, 2026, Council Minutes
2. Review and File Bills as of June 15, 2026.
3. Resolutions appointing SOCRRA and SOCWA representatives for Fiscal Year 2027
4. Approve Cost of Living Adjustment for Village Manager

Roll Call:
Motion passed (6-0)

2026 BOARD AND COMMISSION APPOINTMENTS

Motion by Abboud, second by Kecskemeti, be it resolved, the Beverly Hills Village Council appoints Christopher Dobies to the Birmingham Area Cable Board for a full term ending June 30, 2029.

Motion passed.

Motion by O’Gorman, second by Abboud, be it resolved, the Beverly Hills Village Council appoints Greg Ross, Andrea Makar and Rob Wilker to the Parks & Recreation Board for a full term ending June 30, 2029.

Motion passed.

Motion by O’Gorman, second by Drummond, be it resolved, the Beverly Hills Village Council appoints Robin Dillard-Russaw, Charles Copeland and Jeff Campbell, to the Planning Commission for a full term ending June 30, 2029 and Louis Lessem to the Planning Commission for a partial term ending June 30, 2028.

Motion passed.

Motion by Drummond, second by Kecskemeti, be it resolved, the Beverly Hills Village Council appoints Timothy Makar, Leslie Rott and Savanna Polimeni to the Zoning Board of Appeals for a full term ending June 30, 2029 and Colin Wasiloff to the Zoning Board of Appeals as an alternate for a full term ending June 30, 2029.

Motion passed.

APPROVE PURCHASE OF FISCAL YEAR 2027 PUBLIC WORKS CAPITAL AND HEAVY EQUIPMENT

Rothe gave an overview of the proposed equipment purchases for the Public Works Department. Director Johnston stated that the equipment would be used for excavation, road maintenance, fleet maintenance, snow removal, and related operations Council inquired about collaborative bidding, equipment storage and training for DPW works. Johnston stated that staff will be trained upon delivery, with training included in most purchase agreements.

Motion by Kecskemeti, second by Drummond, BE IT RESOLVED, the Beverly Hills Village Council approves the purchase of equipment as outlined in the report from Director Johnston, as well as documented in the attached quotes. The total amount of the purchases is \$495,603.77 and funds are available in accounts #101-441-970.00, 101-441-794.00, 101-751-794.00, 202-463-794.00, 203-463-794.00, and 592-543-794.00.

Roll Call:
Motion passed (6-0)

REVIEW AND CONSIDER FISCAL YEAR END BUDGET AMENDMENTS

Finance Director Kutey explained that the year-end budget amendments are required under Public Act 2 to ensure departmental expenditures remain within authorized budget limits and amendments included adjustments for final and accrued payroll, increased interest income, elimination of a previously budgeted transfer to the capital projects fund due to state infrastructure bank loan, reallocation of community events expenses to the parks budget, and recognition of Pierce Water Main grant revenue. Kutey noted that budget amendments establish spending authority and do not necessarily indicate that the full amount will be expended.

Motion by Abboud, second by O’Gorman, BE IT RESOLVED, the Beverly Hills Village Council hereby adopts the recommended Fiscal Year 2026 budget amendments as proposed by the Finance Director.

Roll Call:
Motion passed (6-0)

MILLAGE BALLOT PROPOSAL — STRATEGY DISCUSSION

Village Manager Rothe reviewed the Village’s millage structure, noting that the charter caps the general millage at 11 mills and that voters approved a 12.9184-mill special millage in 2010, renewed in 2020 with a small allocation for parks capital improvements through 2031. He reported that taxable value has increased by approximately 85.6% since FY2012, resulting in significant growth in the Public Safety fund balance. Manager Rothe presented a proposal to reallocate 0.75 mills from public safety to a dedicated streets and roads fund through 2031, generating approximately \$700,000 annually for road improvements while maintaining a projected \$400,000 public safety fund balance at the end of the cycle. Mercer provided historical context regarding the 2010 millage, noting it was adopted during a fiscal downturn Council and Administration discussed rationale for creating a separate fund for streets and roads and the adequacy of the projected \$400,000 public safety fund balance relative to the department’s \$8.7 million annual budget. Rothe noted that the Council could supplement funding through the general fund and that the millage will be subject to renewal in 2030.

CONSIDER INTRODUCTION OF CHARTER AMENDMENT RE TAX LEVY

Village Attorney Kolb explained the two-resolution process required for the proposed charter amendment. Kolb stated that the first resolution introduces the amendment and must remain on the table for 30 days before final adoption and the second resolution, considered after the 30-day period, approves the ballot language. Kolb stated that both resolutions require a two-thirds vote of the Council. Kolb recommended submitting the proposed language to both the Governor’s office and the Attorney General’s office for review. She also noted that a plain-language introductory statement may be permissible and would be confirmed prior to the July second reading. Council discussed ballot language and the importance of ensuring the ballot language is legally compliant while remaining understandable to voters. Administration confirmed that the Village may also distribute informational materials to residents to explain the proposal ahead of the November election.

Motion by Drummond, second by Kecskemeti, BE IT RESOLVED, the Beverly Hills Village Council hereby adopts the attached resolution introducing a proposed charter amendment concerning the tax levy of the Village as prepared by the Village Attorney.

Roll Call:
Motion passed (6-0)

UPDATE ON DEER MANAGEMENT - DISCUSSION ITEM

Kolb confirmed that deer management is regulated by the Michigan DNR and that any cull program requires a permit. She described regional examples, including Farmington and Farmington Hills, which partnered with the USDA APHIS program for a controlled deer cull at an approximate cost of \$20,000, resulting in about 70 deer removed across three communities. She noted the program was conducted by law enforcement sharpshooters, included donation of venison to food bank Rothe stated that the Southeast Michigan Urban Deer Coalition is working toward employing a USDA wildlife biologist to support regional deer management. He also indicated plans to implement a resident survey to gather data on deer sightings, property damage, and interest in hosting cull activity on private property. Council discussed the issue and expressed support for a data-driven approach. Council discussed the need for measurable outcomes, potential use of camera-based population tracking, and coordination with neighboring communities. Council also inquired about deer related incidents. Director Arnold reported that while only one deer-vehicle collision was formally categorized as such in both 2025 and 2026, there were 31 vehicle-animal collisions recorded since January 1, 2025, many of which likely involved deer. Administration and Council discussed the effectiveness of targeted culling sites, neighborhood deer movement, and the potential use of controlled archery or volunteer hunting programs as additional management tools.

Bill Eisenman, Valley Ridge Drive, commented on deer population impacts, long-term damage to native vegetation on private property and expressing concern about deer overpopulation and potential ecosystem stress. He also referenced regional observations of similar issues and urged early action and coordination with other communities. He cautioned that continued reproduction could significantly increase the deer population and called for timely response

Council directed Administration to: (1) develop and publish a resident survey collecting deer sighting, damage, conflict, and property-access data; (2) investigate the legal and logistical framework for joining the regional USDA cull program; (3) confirm the legal status of contraceptive and sterilization methods under Michigan law; and (4) review the hunting ordinance for consistency with the council's intent.

ORDINANCE #395 — FIRST READING

Rothe provided an overview and reported that one chicken permit has been issued and three applications have been received and two of the applications exceed the four-chicken limit established by the October 2025 animal ordinance. Rothe stated that Council has directed the Village Attorney to draft an amendment to address this issue. Kolb summarized and gave the first reading to the proposed Ordinance #395, which would allow residents who possessed more than the permitted number of chickens, dogs, or cats prior to the adoption of the October 2025 ordinance to keep those animals through the end of their natural lives, after which they must come into compliance. The amendment includes nuisance provisions by reference to the existing nuisance ordinance, a due process hearing mechanism before council in the event of a revocation proceeding, and allowance for a larger coop or pen to accommodate the additional animals on an administrative basis. Council discussed the proposed ordinance amendment. Abboud requested that Kolb provide a fuller explanation of the Michigan Open Meetings Act's closed session provisions.

The following residents spoke on the matter:

Carolyn Packard, Norchester, expressed agreement with previous comments made by Abboud and Mercer and argued that the issue should have been decided through a vote of Beverly Hills residents and that relying on a decision made without direct voter input was a failure to adequately represent the community.

Cathy Lorenz, Warwick, noted that a survey on backyard chickens showed strong opposition but did not ultimately affect the Village Council's decision to adopt the ordinance and questioned whether that existing data could be used to inform current discussions. She expressed concern that granting individual exemptions could create a precedent, requiring the Village to consider similar requests from other residents in the future.

David Tobaben, Orchard Way Court, questioned why a ballot initiative or resident vote was not pursued regarding backyard chickens and noted that while the Village was placing significant emphasis on a resident survey regarding deer management, a previous survey on backyard chickens had not been afforded the same weight in decision-making. Tobaben expressed concern that amending an ordinance in response to objections or potential litigation could undermine the consistency and enforceability of Village ordinances and create a precedent for future requests for exemptions or amendments.

Dale Young, Riverside, expressed opposition to the proposed ordinance amendment and noted that earlier draft language explicitly prohibited grandfathering provisions. Young questioned why that language was removed and argued that the absence of clear grandfathering language created ambiguity. He went on to say that the proposed amendment would be difficult to enforce due to having no tracking method and residents who had not obtained permits since the ordinance's adoption should not qualify for an exception or grandfathering provision.

Greg Kessler, Beverly Road, expressed concern that a council member with a personal interest in the proposed chicken ordinance amendment may have a conflict of interest in voting on the matter. He also questioned whether the amendment would create unequal treatment compared to other residents who had complied with existing regulations and urged that the council member not participate in the vote.

Todd Schafer, Sunset Drive, stated that the prior ordinance clearly prohibited chickens and that the proposed changes were intended to benefit a small number of residents. Schafer stated that allowing exceptions for existing violations undermines the purpose of the ordinance and creates inequitable treatment for residents who complied with prior regulations. He further argued that any exceptions should require timely registration and documented proof and expressed concern that the proposed amendment would undermine the integrity of the ordinance development process and prior public engagement efforts.

Mark Melendy, Kinross, stated that he thinks Council should seek a legal opinion regarding whether a council member should recuse themselves from voting on the ordinance. He suggested stronger identification or tracking measures for animals, such as banding or microchipping, to improve enforcement. He also commented on deer population management and expressed support for resolving the issue through voter participation and elections.

John Jennings, Orchard Way Court, stated that extensive discussions were held and that a key participant was involved throughout development of the draft. He expressed concern about changes made to the ordinance after months of work, as well as the potential for litigation influencing council decisions. Jennings also raised concerns about transparency and the overall integrity of the process, urging the Council to reach a resolution to avoid further disputes or legal challenges.

Kolb clarified that the Home Rule Village Act, unlike the Home Rule Cities Act, does not authorize advisory ballot questions and confirmed that residents retain the right of petition and referendum to place issues on the ballot through a signature-gathering process.

GLWA MEMBER PARTNER CONTRACT FOR LEGAL SERVICES — 3M/DUPONT PUBLIC DRINKING WATER SETTLEMENT

Kolb gave an overview of ongoing national multi-district litigation against 3M and DuPont related to PFAS and PFOA contamination in water systems and due to GLWA missing a deadline to opt in at an earlier tier, member communities may now participate through a Tier 2 pathway, but must opt in by July 1 to be eligible for any potential recovery and complete required water source testing by July 30. Kolb stated that legal representation would be provided on a contingency basis by outside counsel, with no upfront cost to the Village. Kolb noted PFAS has been detected in source water but not above regulatory limits in treated drinking water, and that several neighboring communities are participating in the program.

Motion by Drummond, second by O’Gorman, be it resolved by the Village Council that the Manager and Village Clerk of the Village are hereby authorized to execute the legal services agreement with the firm based upon the terms and conditions set forth herein and in a manner subsequently similar to the agreement attached here to as exhibit A.

Roll Call:

Motion passed (6-0)

PUBLIC COMMENTS

Susan Ruby, Lincolnshire, expressed frustration with the condition of 13 Mile Road between Lahser and Groves High School. President George confirmed that a reconstruction project is planned for approximately 2028–2029, contingent on federal funding, and that the recently approved hot-patch equipment would be used to address the worst sections in the interim.

MANAGER’S REPORT

Rothe went over the Manager’s report as provided in the regular Village Council meeting packet. Mercer inquired whether the window signage at Big Fat Shawarma complies with the current ordinance. Rothe stated that he would investigate it.

COUNCIL COMMENTS

O’Gorman offered extended remarks reflecting on public comments made during the evening regarding motivation for running for public office. He noted that many council members — including himself — may have specific issues that motivate civic involvement, and that he views this as a valid expression of democratic participation, even where conflicts of interest must be managed appropriately. He also noted personal observations about the severity of deer damage

to residential landscaping along Beverly Road and the practical limitations of current deterrent measures

Abboud reported that the SEMCOG General Assembly meeting is scheduled for June 25th at the Emerald Theater in Mount Clemens and reported on a Senior Advisory Council meeting at Independence Oaks in Clarkson, noting an upcoming brain health event at the County Building in July. He also gave an update on the Michigan Municipal League Transportation Infrastructure Technology Committee House Bill 4845, which modifies competitive bidding requirements for road construction contracts. Abboud gave an update on Next's planned relocation and upcoming discussion about the Village's contribution and Golf Outing fundraiser.

George commented on the evening's two ordinance amendment discussions. He acknowledged the community's frustration and noted that the appropriate response to litigation risk and unclear code is to seek a workable solution rather than risk multiple unknown court outcomes. George expressed support for the pending e-bike ordinance work and highlighted the DNR grant opportunity as a means of leveraging park millage dollars to potentially double the Village's investment in Beverly Park's wooded areas. He thanked all residents for attending.

CLOSED SESSION – UNION NEGOTIATIONS

Motion by Mercer, second by O’Gorman, be it resolved, that the Council of the Village of Beverly Hills enters close session under section MCL 15.268(h) of the open meetings act of the state of Michigan to discuss attorney client privilege legal opinion regarding union negotiations.

Roll Call:

Motion passed (6-0)

The Council recessed at 10:55 p.m. and went into a closed session at 10:59 p.m.

The Council returned to the regular Village Council Meeting at 11:25 p.m.

Motion by Mercer, second by Kecskemeti, be it resolved, that the Council of the Village of Beverly Hills approve the proposed tentative agreement with the Beverly Hills Lieutenants and Sergeants Association.

ADJOURNMENT

Motion by Abboud, second by Mercer, to adjourn the meeting at 11:26 p.m.

Motion passed.

John George
Council President

Carissa Brown
Village Clerk

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
06/30/2026	COM	92360	60447	AMY GAMBLE	250.00 V
06/30/2026	COM	92361	61189	ASHLEY SHERMAN	250.00 V
06/30/2026	COM	92362	51409	BEVERLY HILLS ACE	309.37 V
06/30/2026	COM	92363	61170	BEVERLY HILLS PARTY RENTALS	720.00 V
06/30/2026	COM	92364	60239	BILLINGS LAWN EQUIPMENT	740.36 V
06/30/2026	COM	92365	34063	BIRMINGHAM AREA CABLE BOARD	100,000.00 V
06/30/2026	COM	92366	30861	BLUE CARE NETWORK OF MICHIGAN	75,933.29 V
06/30/2026	COM	92367	52071	BLUE CROSS BLUE SHIELD	34,890.39 V
06/30/2026	COM	92368	60058	BOB MERVAK	1,000.00
06/30/2026	COM	92369	49980	C&G PUBLISHING	760.40
06/30/2026	COM	92370	MISC	CAMILLE HIGLEY	250.00
06/30/2026	COM	92371	38913	CHET'S RENT ALL	246.77
06/30/2026	COM	92372	60045	CHRISTINA KARAISZ	250.00
06/30/2026	COM	92373	59347	CINTAS CORPORATION #31	715.01
06/30/2026	COM	92374	MISC	CONCRETE CONTRACTING INC	720.00
06/30/2026	COM	92375	50826	CONSUMERS ENERGY	636.79
06/30/2026	COM	92376	60152	D'ANGELO BROTHERS	48,308.74
06/30/2026	COM	92377	61357	DEAN SELLERS FORD	1,382.00
06/30/2026	COM	92378	60053	DINGES FIRE COMPANY	590.90
06/30/2026	COM	92379	60372	EAGLE LANDSCAPING & SUPPLY	1,274.56
06/30/2026	COM	92380	31830	ENTERPRISE COMPUTER	2,400.00
06/30/2026	COM	92381	60231	FADI KASYOUHANAN	250.00
06/30/2026	COM	92382	59813	FIRE DEFENSE EQUIPMENT CO.	339.61
06/30/2026	COM	92383	61366	FIRST ADVANTAGE OCCUP HEALTH SVC CO	85.10
06/30/2026	COM	92384	58795	G&M ENTERPRISES, LTD.	3,482.00
06/30/2026	COM	92385	61140	GOJCAJ LEGAL GROUP, PLLC	945.00
06/30/2026	COM	92386	53489	GREAT AMERICA FINANCIAL SVCS.	600.00
06/30/2026	COM	92387	60206	GREAT LAKES WATER AUTHORITY	1,093.36
06/30/2026	COM	92388	53583	GUARDIAN	10,461.49
06/30/2026	COM	92389	08500	HUBBELL ROTH & CLARK INC	113,084.10
06/30/2026	COM	92390	08500	HUBBELL ROTH & CLARK INC	30,550.18
06/30/2026	COM	92391	59324	JCR SUPPLY, INC.	849.27
06/30/2026	COM	92392	MISC	JEAN HARATSARIS	250.00
06/30/2026	COM	92393	MISC	JEFFREY THOMAS	250.00
06/30/2026	COM	92394	MISC	JENNA MARIE ROEBUCK	250.00
06/30/2026	COM	92395	61265	JENNIFER RASS	250.00
06/30/2026	COM	92396	50770	JENNIFER RUPRICH	72.05
06/30/2026	COM	92397	60682	JSS-MACOMB, LLC.	195,681.80
06/30/2026	COM	92398	60464	KATHERINE MILLER	250.00
06/30/2026	COM	92399	MISC	KEVIN CIARLONE	250.00
06/30/2026	COM	92400	59928	LAURA BERKAW	250.00
06/30/2026	COM	92401	MISC	LORI HOENER	250.00
06/30/2026	COM	92402	MISC	LORI MARIE GOLDMAN	250.00
06/30/2026	COM	92403	60620	MACQUEEN EMERGENCY	229.91
06/30/2026	COM	92404	49491	MAINS LANDSCAPE SUPPLY	214.18
06/30/2026	COM	92405	61218	MARCUS BELANGER	250.00
06/30/2026	COM	92406	61018	MARK MELENDY	250.00
06/30/2026	COM	92407	MISC	METROPOLITAN CONCRETE CORP	1,250.00
06/30/2026	COM	92408	61389	MICHIGAN PERMIT TECHNICIANS ASSOC	500.00
06/30/2026	COM	92409	59330	MIKE SAVOIE CHEVROLET	5,680.30
06/30/2026	COM	92410	60385	MOTOROLA SOLUTIONS, INC.	31,666.64
06/30/2026	COM	92411	59243	NATIONAL HOSE TESTING SPECIALTIES	1,711.80
06/30/2026	COM	92412	51182	NELSON BROTHERS SEWER &	2,054.00
06/30/2026	COM	92413	51799	NYE UNIFORM EAST	6,725.30
06/30/2026	COM	92414	MISC	PAMELA ENNEST	250.00
06/30/2026	COM	92415	61388	PERENNIAL GOLD	1,265.00
06/30/2026	COM	92416	50502	PITNEY BOWES CREDIT CORP.	295.14
06/30/2026	COM	92417	61190	RAY KATZ	1,200.00
06/30/2026	COM	92418	16100	ROAD COMMISSION FOR OAKLAND	2,315.66
06/30/2026	COM	92419	61093	ROSATI, SCHULTZ, JOPPICH P.C.	18,573.60
06/30/2026	COM	92420	16500	S.O.C.R.R.A	36,411.00
06/30/2026	COM	92421	MISC	SPECIALTY CONCRETE & TRUCKING LLC	2,000.00
06/30/2026	COM	92422	61377	SPENCER OIL COMPANY	25,777.82
06/30/2026	COM	92423	60293	STATE OF MICHIGAN	74,452.65
06/30/2026	COM	92424	38875	SUBURBAN CALCIUM CHLORIDE	1,500.00
06/30/2026	COM	92425	17700	SUNSET MAINTENANCE SERVICE	1,906.00
06/30/2026	COM	92426	MISC	THE GODDARD SCHOOL	250.00
06/30/2026	COM	92427	61035	UNIVERSAL AMBULANCE SERVICE	312.00
06/30/2026	COM	92428	60447	AMY GAMBLE	250.00
06/30/2026	COM	92429	61189	ASHLEY SHERMAN	250.00
06/30/2026	COM	92430	51409	BEVERLY HILLS ACE	309.37
06/30/2026	COM	92431	61170	BEVERLY HILLS PARTY RENTALS	720.00
06/30/2026	COM	92432	60239	BILLINGS LAWN EQUIPMENT	740.36
06/30/2026	COM	92433	34063	BIRMINGHAM AREA CABLE BOARD	100,000.00
06/30/2026	COM	92434	30861	BLUE CARE NETWORK OF MICHIGAN	75,933.29
06/30/2026	COM	92435	52071	BLUE CROSS BLUE SHIELD	34,890.39

COM TOTALS:

06/30/2026 03:37 PM
User: ADAM
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 06/29/2026 - 06/30/2026

Page: 2/2

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Total of 76 Checks:					1,061,506.95
Less 8 Void Checks:					213,093.41
Total of 68 Disbursements:					<u>848,413.54</u>

Post Date GL Number	Journal	Summ/Det	Ref # Description	DR Amount	CR Amount
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101-000-001.01			COMERICA DEPOSITORY		78,879.59
101-000-202.00			ACCOUNTS PAYABLE	78,879.59	
202-000-001.01			COMERICA DEPOSITORY		18,456.81
202-000-202.00			ACCOUNTS PAYABLE	18,456.81	
203-000-001.01			COMERICA DEPOSITORY		12,540.67
203-000-202.00			ACCOUNTS PAYABLE	12,540.67	
205-000-001.01			COMERICA DEPOSITORY		160,763.54
205-000-202.00			ACCOUNTS PAYABLE	160,763.54	
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208-000-202.00			ACCOUNTS PAYABLE	195,681.80	
226-000-001.01			COMERICA DEPOSITORY		37,581.05
226-000-202.00			ACCOUNTS PAYABLE	37,581.05	
401-000-001.01			COMERICA DEPOSITORY		162,018.96
401-000-202.00			ACCOUNTS PAYABLE	162,018.96	
592-000-001.01			COMERICA DEPOSITORY		81,546.12
592-000-202.00			ACCOUNTS PAYABLE	81,546.12	
701-000-001.01			COMERICA DEPOSITORY		100,945.00
701-000-202.00			ACCOUNTS PAYABLE	100,945.00	
				<u>848,413.54</u>	<u>848,413.54</u>
				<u><u>848,413.54</u></u>	<u><u>848,413.54</u></u>



Agenda Item Summary

To: Village Council
From: Warren Rothe, Village Manager

Re: ***Consent Agenda - 4. Approve Change to Non-Union Health Insurance Buy Out Policy***

Date: July 7, 2026 - [Click to View Agenda](#)

Summary:

The Command Officers'; tentative agreement includes a revised health care opt-out program providing a bi-weekly opt-out payment of \$173.07 for single coverage, equal to \$4,500 annually, and \$250.00 for two-person or family coverage, equal to \$6,500 annually. The opt-out amounts increase each year during the term of the agreement by the lesser of 2.5% or the inflation rate used in the calculation of the Headlee Millage Reduction Factor. To maintain consistency between employee groups and to encourage eligible employees with access to other health insurance coverage to opt out of the Village's hospitalization plan, Village Administration recommends that Council amend the Non-Union Employee health care opt-out program to match the opt-out benefit included in the Command Officers'; tentative agreement.

Financial Impact:

The annual savings associated with this program fluctuate based on participant engagement. An employee who declines enrollment in the Village's medical insurance program results in an approximate average savings of 50% for the Village, relative to the costs incurred when the employee participates in the insurance. This percentage represents a minimum savings estimate, as insurance rates are influenced by factors such as family size and the age of each covered individual.

Recommendation:

BE IT RESOLVED, that the Beverly Hills Village Council approves the amendment to Section 11.40 of the Personnel Policies and Procedures Manual to align the payment opt-out provision with that specified in the recently ratified Collective Bargaining Agreement with the Beverly Hills Lieutenants and Sergeants Association.

Attachments:

None



Agenda Item Summary

To: Village Council
From: Edward Arnold, Public Safety Director
Warren Rothe, Village Manager

Re: *Consent Agenda - 5. Approve CLEMIS Participation Agreement*
Date: July 7, 2026 - [Click to View Agenda](#)

Summary:

The Beverly Hills Public Safety Department has been part of Oakland County's Courts and Law Enforcement Management Information System (CLEMIS) for decades. CLEMIS was a records management and information sharing organization run by Oakland County. Last year, Oakland County and CLEMIS member agencies established the CLEMIS Authority as an independent government entity, governed directly by the member agencies it serves rather than by the county administration. As such, the Village needs to sign a participation agreement with the new Authority.

In the mid 1970's CLEMIS was created to share information and provide records management to law enforcement and the courts of Oakland County. Over the years, it has expanded in both scope and size. CLEMIS now provides services to over 260 agencies across 10+ counties and encompasses all public safety disciplines. As this expansion now includes many counties and agencies outside Oakland County, the decision was made to create CLEMIS Authority to be governed by member agencies rather than county administration. The Authority will provide the same services as previously, including computer-aided dispatch, records management, case reports, citations, crash reports, fire inspections, analytics, evidence room management, video arraignments, jail management, and more.

On October 1, 2025, the CLEMIS Authority was formally created. Legal consultants advised that the Authority should initially be created by at least three (3) municipalities. As such, the Townships of Bloomfield and White Lake, along with Oakland County, entered into an interlocal agreement creating the Authority. Member agencies have until September 30, 2026, to sign the new participation agreement. There are no changes in service during this transition, and Oakland County has given funding to the Authority to offset initial startup costs. The attached resolution and agreement have been reviewed by the Village Attorney and are satisfactory from a legal standpoint.

Financial Impact:

The Village's recent costs for the use of CLEMIS are between \$30,000-\$35,000 per year. \$35,000 is included in the Fiscal Year 2027 budget.

Recommendation:

Adopt the prepared resolution authorizing the participation agreement with CLEMIS.

Attachments:

1. CLEMIS Resolution Village Beverly Hills
2. CLEMIS Agreement for Packet - UNSIGNED

STATE OF MICHIGAN
COUNTY OF OAKLAND
VILLAGE OF BEVERLY HILLS

**RESOLUTION FOR PARTICIPATION IN CLEMIS AUTHORITY
INTERLOCAL AGREEMENT**

RESOLUTION NO. _____

At a regular meeting of the Village Council of the Village of Beverly Hills, County of Oakland, State of Michigan, held in the Village Council Chambers on _____, 2026, at 7:00 o'clock p.m., with those present and absent being:

PRESENT: _____

ABSENT: _____

the following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____:

WHEREAS, the Village of Beverly Hills, (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).

WHEREAS, 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.

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

WHEREAS, 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.

WHEREAS, 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.

NOW THEREFORE BE IT RESOLVED: the Village Council of the Public Agency resolves as follows:

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ - day of _____, 2026.

CARISSA BROWN, Village Clerk
Village of Beverly Hills

PARTICIPATION AGREEMENT

Courts and Law Enforcement Management Information System (CLEMIS) Authority

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

PARTICIPANT	
Full Legal Name:	
Notice Address:	
Primary Contact Name:	
Primary Contact Email:	

ATTACHMENTS <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:	Authority:
[PUBLIC AGENCY NAME]	COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Executive Director
Date: _____	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.

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

11.11 Counterparts

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

11.12 Governing Law

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

11.13 Jurisdiction and Venue

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

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

11.14 Scope of Agreement; Entire Agreement

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

11.15 Date of Agreement

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


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

[signature pages follow]

In Process

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

CLEMIS INTERLOCAL AGREEMENT
CLEMIS AUTHORITY

CHARTER TOWNSHIP OF BLOOMFIELD

Date: SEPTEMBER 9, 2025

By: Mike McCready
Mike McCready
Township Supervisor

In Process

CHARTER TOWNSHIP OF WHITE LAKE

Date: 8-21-25, 2025

By: 
Rik Kowall
Township Supervisor

122486.000003 4897-1642-7050.9

In Process

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



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

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

PARTICIPANT	
Full Legal Name: Notice Address: (choose Delivery Address or both Delivery Address and Email)	<input type="checkbox"/> Delivery Address: <input type="checkbox"/> Email:

ATTACHMENTS <i>(attach)</i>	
The following attachments are included with this agreement.	
Authorizing Resolution	<input type="checkbox"/> 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	<input type="checkbox"/> An executed copy of the Cover Page for the CLEMIS MSA between the Participant and the CLEMIS Authority is attached.

SIGNATURES	
Each party is signing this participation agreement on the date stated below that party's signature. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).	
Participant: [PUBLIC AGENCY NAME] By: _____ Name: _____ Title: _____ Date: _____	Authority: COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY By: _____ Name: _____ Executive Director Date: _____

EXHIBIT B
FORM FOR RESOLUTION FOR GOVERNING BODY OF PARTICIPANT

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

RESOLUTION
Participation in CLEMIS Authority Interlocal Agreement

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

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

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

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

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

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

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

Certification

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

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

Date: _____

By: _____

Name: _____
[Secretary/Clerk]



September 18, 2025

RESOLUTION #2025-5723 _ 25-32

Sponsored By: Gwen Markham

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

Chair and Members of the Board:

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

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

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

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

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

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

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

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

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

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

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

will be transferred to the divisions set forth therein.

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

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

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

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



David Woodward, Commissioner

Date: September 18, 2025



David Coulter, Oakland County Executive

Date: September 19, 2025



Lisa Brown, County Clerk / Register of Deeds

Date: September 30, 2025

COMMITTEE TRACKING

2025-09-10 Finance - Recommend to Board

2025-09-18 Full Board - Adopt

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

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

No: Charles Cavell, Kristen Nelson (2)

Abstain: None (0)

Absent: Karen Joliat (1)

Passed

ATTACHMENTS

- 1. CLEMIS Authority Position Schedule B and C

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

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

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

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



Lisa Brown, Oakland County Clerk / Register of Deeds

In Process

Charter Township of Bloomfield
Board of Trustees

September 8, 2025
Page 1

PRESENT:

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

ABSENT:

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

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

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

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

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

A voice vote was called.

MOTION DECLARED ADOPTED 7-0.

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



**MARTIN C. BROOK
BLOOMFIELD TOWNSHIP CLERK**

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

RESOLUTION #25-014

APPROVE OAKLAND COUNTY CLEMIS INTERLOCAL AGREEMENT

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

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

Absent: Steve Anderson.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES:	6
NAYS:	0
ABSENT:	1

RESOLUTION DECLARED ADOPTED BY VOICE VOTE.


CLERKS CERTIFICATION

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

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

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

In Progress

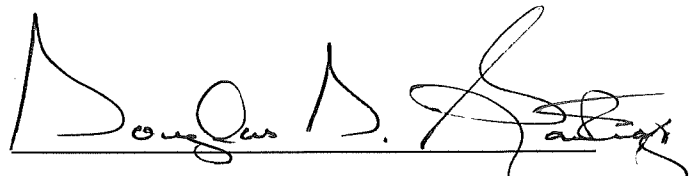


Anthony L. Noble, Clerk MiPMC
Charter Township of White Lake

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

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



Douglas D. Santiago

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

Exhibit A

(Agreement Attached)

In Process



Agenda Item Summary

To: Village Council
From: Warren Rothe, Village Manager

Re: ***Consent Agenda - 6. Municipal and Community Credits Contract with Suburban Mobility Authority for Regional Transportation (SMART)***

Date: July 7, 2026 - [Click to View Agenda](#)

Summary:

The Village of Beverly Hills is eligible to receive Municipal and Community Credits from the Suburban Mobility Authority for Regional Transportation (SMART). These funds are utilized to support transportation services for our residents. NEXT is the subcontractor that provides direct services to the residents. The Village is eligible to receive \$9,909 in Municipal Credits and \$19,448 in Community Credits for Fiscal Year 2026. The funds from SMART are paid directly to NEXT. A copy of the agreement is attached.

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council hereby approves the Agreement with SMART and authorizes the the Village Manager to sign on behalf of the Village.

Attachments:

1. VILLAGE OF BEVERLY HILLS FY26 MCCC CONTRACT

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2026

I, _____, as the _____ of the **Village of Beverly Hills** (hereinafter, the “Community”) hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2025 through June 30, 2026 (Section 1 below), and **Community Credits** available for the period July 1, 2025 to June 30, 2026 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$9909** in **Municipal Credit** funds as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$9909

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State’s approved budget. In the event that revenue actually received is insufficient to support the Legislature’s appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2028; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$19448** in **Community Credit** funds available as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ _____

(e) Services Purchased from Subcontractor

At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$19448

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2026, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2030; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

VILLAGE OF BEVERLY HILLS

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

Service Area (Provide geographic boundaries):

Service Times (Provide days and hours of service):

Eligible User Groups (Users eligible to use the service):

Fare Structure: (Cost to use service)

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: Village of Beverly Hills

Contract Period: July 1, 2025 through June 30, 2026

Account Number: 48204

OPERATING EXPENSES:

Administrative Wages/Salary: *(All employees other than drivers and dispatchers)*

(10% max. of MC & CC funds)

Driver Wages _____

Fringe Benefits _____

Gasoline & Lubricants _____

Vehicle Insurance _____

Parts, Maintenance Supplies _____

Mechanic Wages _____

Fringe Benefits _____

Dispatch Wages _____

Other (Specify) _____

Other (Specify) _____

Other (Specify) _____

Sub-Total (Operating Expenses) _____

PURCHASED SERVICE:

Taxi Service _____

Charter Service _____

SMART Bus Tickets _____

SMART Shuttle Service _____

SMART Dial-A-Ride _____

Other (Specify) _____

Sub-Total (Purchased Service) _____

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment _____

Software _____

Vehicle _____

Maintenance Equipment _____

Other (Specify) _____

Sub-Total (Capital Equipment) _____

TOTAL EXPENSES _____ **Operating Expenses, Purchased Service, and Capital Equipment:** _____

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	<u>9909</u>
Community Credit Funds	<u>19448</u>
Specialized Services Funds	_____
General Funds	_____
Farebox Revenue	_____
In-Kind Service	_____
Special Fares (Contracted Service)	_____
Other (Specify)	_____

TOTAL REVENUE: _____

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information

Program Type: Community Partnership Program (CPP) Specialized Service New Freedom JARC 5310

Name of Agency/Community:

Address:

City: State: Zip:

Agency/Community Data

1) Has your agency/community completed in excess of \$1,000,000 in

DOT federally-funded contracts from SMART in the past year? Yes No

2) Does your agency/community employ over fifty (50) transit related employees? Yes No

If the answers to the previous two questions were both "Yes", Please forward

your agency's/community's Affirmative Action plan to the address below:

Buhl Building
535 Griswold Street, Suite 600
Detroit, MI 48226

Attn: EEO Coordinator

Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes No N/A

Drug and Alcohol Testing Program Requirements

Does your agency/community have a DOT Drug and Alcohol testing program for

Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security) Yes No

Name of drug and alcohol testing manager? Title:

Phone Number: Ext: Email:

Please Proceed to Employment Data Section on Back

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data

Report **ONLY** employees directly involved in the operation of your non-emergency transportation program. Including permanent, temporary, or part-time employees. Enter the appropriate figures in the spaces below relating to each employee's race and gender.

Job Classification	Total				Race													
					Minority													
	White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race					
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers																		
Professionals																		
Technicians																		
Office and Clerical Staff																		
Craftsmen (Skilled)																		
Operators (Semi-Skilled)																		
Laborers (Unskilled)																		
Service Workers																		
Journey Workers																		
Apprentices																		
Total																		

Certification

How was this information obtained? Visual Survey: Yes No Employment Records: Yes No

Name of Authorizing Official (Print):

Title:

Signature:

Date:

Contact person for report:

Title:

Telephone:

Ext:

Email:



Agenda Item Summary

To: Village Council
 From: Edward Arnold, Public Safety Director

Re: ***Business Agenda - 1. Approve Quote for Public Safety Window Replacements***
 Date: July 7, 2026 - [Click to View Agenda](#)

Summary:

The Fiscal Year 2027 budget includes funding for window replacements at the Public Safety Building. Three quotes were received from the following vendors:

1. Escher Glass: \$59,361
2. Commercial Glass: \$82,974
3. Detroit Glass: \$84,936—\$104,806

It is recommended to select the low bid from Escher Glass. Escher has successfully completed municipal window replacements and comes favorably recommended.

Financial Impact:

Fund	Account #	Budget	Encumbered	Request	Remaining Budget	Within Budget
205	205-345-970.00	\$230,000	\$148,781.06*	\$59,361	\$21,587.94	Yes

*The current encumbered funds are for the FY 2027 public safety vehicle replacements.

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council hereby approves the quote from Escher Glass for the Public Safety Window Replacement Project in the amount of \$59,361, and authorizes a 10% contingency. Funds are available in account #205-345-970.00

Attachments:

1. 26-137-2 UPDATED Proposal

Escher Glass

Proposal Sheet



Bid # 26-137-2 UPDATED

June 29, 2026

Proposal Submitted To:
BH -Department of Public Safety
18600 Thirteen Mile Rd.
Beverly Hills, MI 48025

Project Name and Location
BH -Department of Public Safety
18600 Thirteen Mile Rd.
Beverly Hills, MI 48025

Contact Information
Edward Arnold -Director
Office: 248-540-3400
earnold@beverlyhillspolice.com

Provide and Install the Following Scope of Work: Replace existing windows with new storefront

- 1) Demo and remove (x18) openings with (x30) slider windows. Dispose of debris properly off site. Clean and prep openings for new materials to be installed.
- 2) Provide and install (x18) storefront frames with (x30) Lites total: (x12) "Type A" approx.. 84" x 44" , (x6) "Type B" 40" x 44"
- 3) Framing to be standard fixed storefront 2"x 4-1/2" thermally broken frames with head receptor and subsill.
- 4) Finish to be Dark Bronze
- 5) Glass to be 1" IGs made of 1/4" Lites with Grey over SN68 Low-E Tempered with black spacer bands
- 6) Sealed with Dow 795 structural silicone
- 7) All Materials, Labor, and Insurance for Complete Installation

Notes/Disclaimers:

- 1) Optional add for each room to have (x1) operable window per lite equaling a total of (x11) operable Lites-see attached window schedule
A: Add for Sliders (x11) -would need to reprice
B: Add for Awning windows (x11) total: This is how the project was priced, this is included in the base price for \$59,361
- 2) Proposal includes no permits, if permits are needed to complete work others are to acquire at their cost
- 3) Escher Glass is not responsible for adjacent finishes to interior or exterior of storefronts that may be disrupted during the removal or installation of materials. If unforeseen conditions arise there could be added cost to contract to complete work.
- 4) Escher Glass will need to set up scaffolding to gain access to exterior of second floor windows, not responsible for land scaping
- 5) Work to be performed during regular business hours for standard rates

Proposal Submitted by: Dustin Harris dustin@escherglass.com

Proposal may be withdrawn if not accepted within 10 Days

Total Proposal Amount:

Fifty-Nine Thousand Three Hundred and Sixty-One Dollars ----- { \$ 59,361.00 }

Acceptance of Proposal and Payment Terms in full by Owner or Authorized Owner's Agent

Owner of Authorized Owner's Agent Signature:

Acceptance Printed Name:

Date:

Terms and Conditions

1. Payment Terms

A 50% deposit will be invoiced and is due upon acceptance of this proposal.

The remaining 50% balance is due upon project completion, unless otherwise agreed to as phased progress payments.

Payments made by credit card will be subject to a 3% processing fee.

2. Quotation & Scope of Work

This quotation is based on our interpretation of the information provided. It is the customer's responsibility to verify and confirm the accuracy and completeness of the quote.

We are not responsible for supplying materials that differ from or exceed the quantities specified in this quotation.

Pricing is subject to change for partial orders and/or supplier price increases occurring after 10 days from the date the quote is submitted.

We are not an engineering or design firm. Engineering and design services are not included in this proposal unless specifically stated.

Final cleaning of glass and framing is excluded and shall be completed by others.

3. Inflation & Price Adjustment Policy

In the event of significant delays in measuring or ordering materials for reasons beyond our control, or due to increases in material, equipment, or energy costs imposed by vendors during the course of the contract, the contract sum, project timeline, or other contractor requirements may be equitably adjusted by written change order in accordance with the contract documents.

Any increase in the price of materials, equipment, or energy between the date of contract execution and the date of installation will be added to the contract price.

All deposits are non-refundable.



Agenda Item Summary

To: Village Council
 From: Neil Johnston, Public Services Director

Re: ***Business Agenda - 2. Award Bid for Beverly Park Fence Replacement***
 Date: July 7, 2026 - [Click to View Agenda](#)

Summary:

The FY2027 Beverly Park Fence Replacement Project includes the removal and replacement of the aging perimeter fence along Beverly Road and Allerton Drive. The existing fence has reached the end of its useful life and requires replacement to improve park security, public safety, and the overall appearance of one of the Village's most heavily utilized parks.

Pure Fence LLC submitted a proposal that includes the complete removal and disposal of the existing fence system, vegetation clearing necessary to provide access for construction, installation of approximately 2,180 linear feet of new 4-foot commercial-grade black aluminum fencing, restoration of disturbed areas, and final grading and seeding for the cost of \$102,433.00. The proposed fence system is an Elite Fence Products EFF-20 commercial-grade aluminum fence, installed in accordance with manufacturer specifications.

Pure Fence LLC anticipates beginning construction on August 3, 2026, with substantial completion by August 21, 2026, and minimizing disruption to park users during the construction period.

Staff has reviewed the proposal and believes Pure Fence LLC possesses the experience, qualifications, and resources necessary to successfully complete the project. The firm has provided references from comparable projects and has committed to completing the work within the proposed schedule.

Financial Impact:

Fund	Account #	Budget	Encumbered	Request	Remaining Budget	Within Budget
208	208-751-970.00	\$720,000	\$0	\$102,433	\$617,567	Yes

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council hereby award the Beverly Park Fence Replacement bid to Pure Fence LLC in the amount of \$102,433 and authorizes a 10% contingency. Funds are available in account #208-751-970.00

Attachments:

- 1. FY27 Beverly Park Fence Bid Tab 20260618
- 2. Pure Fence LLC Beverly Park 20260618
- 3. Beverly Park Fence Replacement Project RFP FY27 05012026



Bid Tabulation Form

Project Name: Beverly Park Fence Project

Bid Opening Date: Wednesday, June 10, 2026

Bid Opening Time: 11:00 a.m.

BIDDER NAME	TOTAL BID AMOUNT
CHERRY RIDGE FENCE	\$249,898.20
DECIMA LLC	\$208,841.22
NEW EDGE LLC	\$243,000.00
OCG COMPANIES LLC	\$152,340.00
PURE FENCE LLC	\$102,433.00
RMD HOLDINGS LTD. DBA NATIONWIDE CONSTRUCTION GROUP	\$136,936.00



PURE FENCE LLC

Beverly Park Fence Replacement Project Village of Beverly Hills, Michigan

Timothy Ploss • 269-221-0315
1287 E Michigan Ave, Battle Creek, MI 49014

BID FORM

Item	Amount
Fence Removal	\$5,786.00
Vegetation Clearing	\$3,985.00
Fence Installation	\$90,767.00
Site Restoration	\$1,895.00
TOTAL BASE BID	\$102,433.00

PURE FENCE LLC

Scope of Work

Pure Fence LLC shall furnish all labor, materials, equipment, supervision, transportation, and incidentals necessary to complete the Beverly Park Fence Replacement Project, including:

- Removal and disposal of existing fencing and associated materials.
- Removal of existing fence posts, concrete footings, and hardware as required.
- Vegetation clearing along the fence alignment to provide access and installation clearance.
- Furnish and install approximately **2,180 linear feet of 4-foot-high black commercial-grade aluminum fencing.**
- Fence system to be **Elite Fence Products EFF-20 Commercial Grade Aluminum Fence with No Through Bottom Picket Design, or approved equal.**
- Install all posts, rails, panels, and hardware per manufacturer requirements.
- Set fence posts in concrete footings to a minimum depth of **42 inches.**
- Maintain fence alignment along existing property lines and site contours.
- Restore all disturbed areas to original condition or better.
- Perform final grading, seeding, and cleanup of all work areas.
- Provide manufacturer warranty information and all required closeout documentation upon project completion.

References & Schedule

Cereal City Solar

Terry Preston

TPreston@whcenergyservices.com

City of Jackson – Poor Farm Cemetery

Jack Ripstra

Jripstra@schepelman.com

Michigan International Speedway

Joshua Richardson

Jrrichardson@mispeedway.com

Schedule

Start Date: July 13, 2026

Substantial Completion: August 7, 2026

Warranty & Signature

Pure Fence LLC provides a one-year workmanship warranty.

Timothy Ploss, Owner
Pure Fence LLC

Signature: 

Date: 6/10/2026

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Allen Harmon Insurance 230 N Helmer Rd Battle Creek, MI 49037	CONTACT NAME: Danielle Speer	PHONE (ACT. No. Ext): (269)441-5158	FAX (ACT. No.): (269)441-5163
		EMAIL ADDRESS: dspeer@allenharmon.com	INSURER(S) AFFORDING COVERAGE	
INSURED	Timothy S Ploss DBA: Pure Fence LLC 1287 Michigan Ave E Battle Creek, MI 49014	INSURER A: Fremont Insurance Company	NAIC # 13994	
		INSURER B: Travelers		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 00005569-0 REVISION NUMBER: 19

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable In WY

INSR LTR	TYPE OF INSURANCE	ADDL INSR/ REAR / YOC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CPP007508010	12/10/2025	12/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAP002593608	06/08/2025	06/08/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6KUB-A446313-4-26	05/13/2026	05/13/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Village of Beverly Hills 18500 W 13 Mile Road Beverly Hills, MI 48025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Danielle Speer</i> (DR6)



Beverly Park Fence Replacement Project

Issued by: Village of Beverly Hills, Michigan

Issue Date: May 11th, 2026

Proposal Due Date: June 10th, 2026

Company Name: _____

Bid Amount: \$ _____

1. INTRODUCTION

The Village of Beverly Hills is soliciting proposals from qualified contractors for the removal and replacement of fencing at Beverly Park. The project includes removal of existing fence, clearing of vegetation along the fence line, and installation of a new commercial-grade aluminum fence.

2. PROJECT LOCATION

Beverly Park
18801 Beverly Road
Beverly Hills, Michigan

Fence replacement will occur along:

- Beverly Road frontage: approximately 1,102 linear feet
- Allerton Drive frontage: approximately 1,078 linear feet

Total approximate length: 2,180 linear feet

3. SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, and supervision necessary to complete the project, including but not limited to:

3.1 Removal

- Remove and properly dispose of existing fencing and associated materials
- Remove fence posts, concrete footings (as required), and hardware

3.2 Vegetation Clearing

- Remove brush, shrubs, and trees along the fence alignment as necessary for installation

- Dispose of all organic debris off-site
- Protect adjacent trees and vegetation not designated for removal

3.3 Fence Installation

- Furnish and install approximately 2,180 linear feet of 4-foot-high black commercial-grade aluminum fencing
- Fence specification: Elite EFF-20 with no picket through the bottom, Aluminum Fence or approved equal
- Install posts, panels, and hardware per manufacturer specifications.
- Bottom panel rail shall be set three inches above grade.
- Ensure fence alignment follows existing property lines and contours
- Set post depth at 42 inches, in concrete footings, meeting local frost depth requirements

3.4 Site Restoration

- Restore disturbed areas to original condition or better
- Final grading and seeding of disturbed turf areas

4. MATERIAL SPECIFICATIONS

The proposed fence system shall meet or exceed the following:

- Height: 4 feet
- Color: Black
- Material: Aluminum
- Style: Commercial grade (Elite EFF-20 with no picket through the bottom or approved equal)
- Corrosion-resistant hardware
- Manufacturer warranty information shall be included in the proposal

5. PROJECT SCHEDULE

- Anticipated Start Date: July 13th, 2026
- Substantial Completion: August 7th, 2026

The Contractor shall provide a proposed project schedule with their submission.

6. QUALIFICATIONS

Contractors must:

- Have demonstrated experience with similar fence installation projects
- Provide references for at least three comparable projects
- Be licensed and insured in the State of Michigan

7. PROPOSAL REQUIREMENTS

Proposals shall include:

- Company information and qualifications
- Detailed scope understanding
- Itemized cost proposal (removal, clearing, installation, restoration)
- Project schedule
- References
- Proof of insurance
- Warranty information

8. EVALUATION CRITERIA

Proposals will be evaluated based on:

- Experience and qualifications
- Cost
- Project approach and schedule
- References

9. GENERAL CONDITIONS

- The Village reserves the right to reject any or all proposals
- The Village may waive informalities or irregularities in proposals
- Contractor shall comply with all applicable local, state, and federal regulations

10. SUBMISSION INSTRUCTIONS

Submit proposals to:

Village of Beverly Hills

18500 West 13 Mile Road

Beverly Hills, MI 48025

Attn: Carissa Brown-Village Clerk

Proposals must be received by June 10th, 2026 at 11:00 am.

11. QUESTIONS

All questions regarding this RFP shall be directed to:

Neil Johnston-Public Works Director

NJohnston@beverlyhillsmi.gov

248-646-6404

12. BID FORM

Bidder Name: _____

Provide itemized pricing as follows:

- Fence Removal (per linear foot): \$ _____
- Vegetation Clearing (lump sum): \$ _____
- Fence Installation (per linear foot): \$ _____
- Site Restoration (lump sum): \$ _____

Total Base Bid: \$ _____

13. MANDATORY REQUIREMENTS

These guidelines are provided to assist companies submitting in response to the Request for Proposal in formulating a thorough process. The successful company ensures and understands that:

- All licenses required by the State of Michigan are to be maintained by the company throughout the term of the contract.
- All required insurance is to be maintained by the company throughout the term of the contract.
- The company will provide a single point of contact for the duration of the contract.
- The company will ensure a 24-hour response time to communications, unless otherwise stated.
- The company will comply with the administrative procedures of the village.
- The company will meet regularly to review specific concerns or issues.
- The company shall attend all meetings as requested.
- The company shall provide status updates to the Village through the Public Works Director, as requested.
- The company shall demonstrate that the qualifications of its personnel assigned to the Village of Beverly Hills include previous work experience involving similarly sized municipal governments.

14. DETAILED FENCE SPECIFICATIONS

The fence system shall meet or exceed the following:

- Post spacing: Maximum 6 feet on center
- Picket spacing: Standard manufacturer spacing for safety and code compliance
- Rails: Minimum three horizontal rails, reinforced aluminum construction
- Posts: Set in concrete footings to meet or exceed local frost depth (minimum 42 inches unless otherwise specified)
- Finish: Factory-applied powder coating, black
- Fasteners: Corrosion-resistant hardware

Contractor shall submit shop drawings for approval prior to installation.

15. PREVAILING WAGE (IF APPLICABLE)

If required by funding source or applicable law, the Contractor shall comply with all prevailing wage requirements under the State of Michigan. Documentation of wage compliance may be required.

16. LIQUIDATED DAMAGES

Time is of the essence. If the Contractor fails to complete the work within the specified contract time, liquidated damages may be assessed in the amount of \$500 per calendar day.

17. SITE MAP

The Village will provide a site map showing fence alignment along Beverly Road and Allerton Drive. The contractor is responsible for field verification of all dimensions and conditions prior to bidding.



Beverly Rd

Beverly Rd

Beverly Rd

Beverly Rd

Beverly Rd

Mayfair Ln

Mayfair Ln

Chester St

Social Light Detroit

Beverly Hills Village
Park Playground

Gazebo
Recently viewed

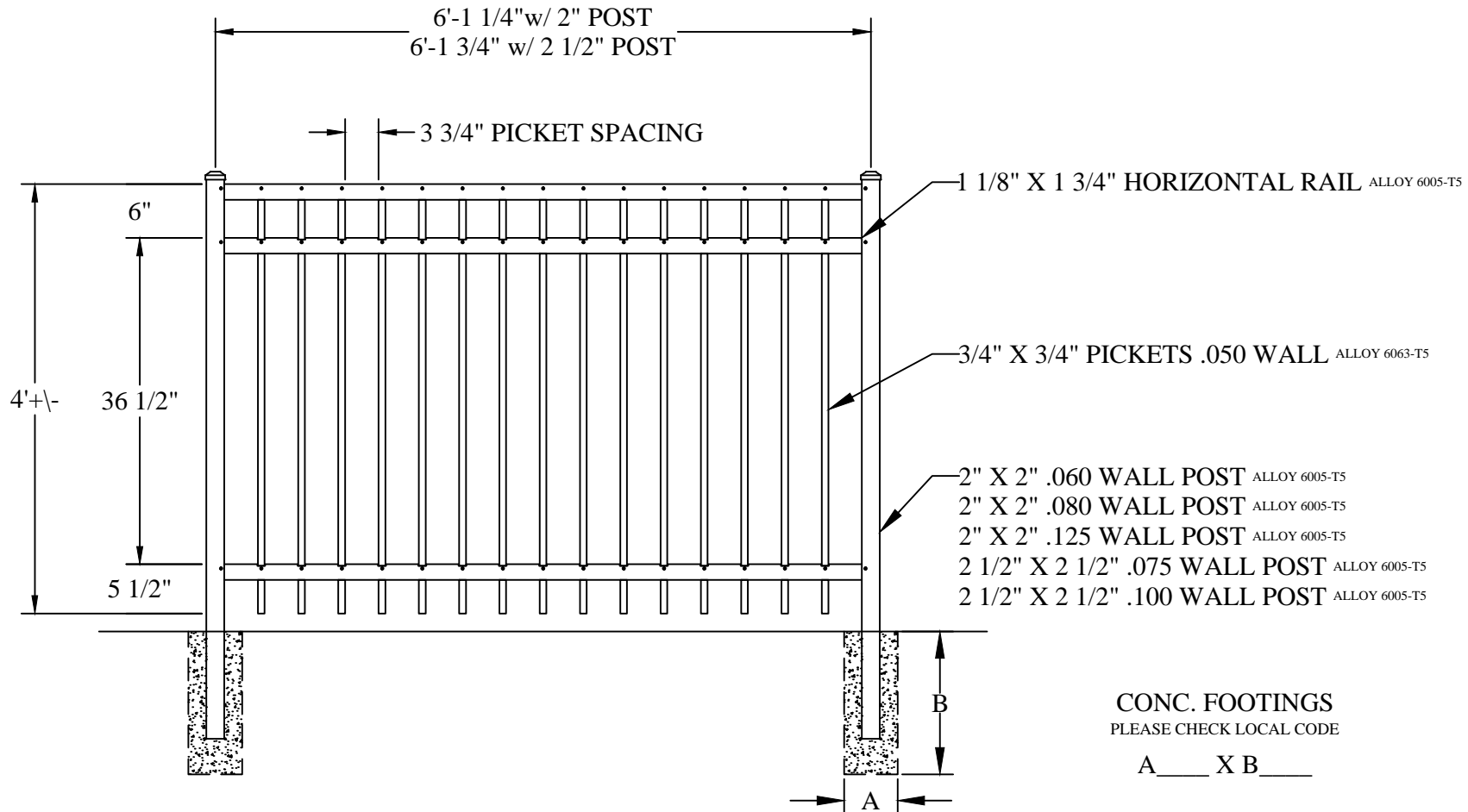
Beverly Rd

**ge
(Court)**

Baseball Fields


Allerton Dr

Allerton Dr



NOTE: DRAWING NOT TO SCALE. ALL SECTIONS COME FULLY ASSEMBLED.

This drawing is the property of Elite Fence Products, Inc.. It is not to be reproduced, copied, or traced in whole or part without written permission. See product specifications for installation requirements.

EFF-20 COMMERCIAL	4' HIGH 3-RAIL ALUMINUM FENCE PANEL	CONTRACTOR:	COLOR:	 50925 RICHARD W. BLVD CHESTERFIELD TOWNSHIP, MI 48051 WWW.ELITEFENCE.COM 1-800-783-1331
	1-1-16 V.1.0 KS KS STD DRAWING	PROJECT:	DATE:	



Agenda Item Summary

To: Village Council
From: Warren Rothe, Village Manager
Re: ***Business Agenda - 3. Ordinance #395 — Second Reading***
Date: July 7, 2026 - [Click to View Agenda](#)

Summary:

At its June 16, 2026, meeting, the Village Council held a first reading on an ordinance that would amend Chapter 8 of the Village Code concerning animals. A memo from the Village Attorney that was presented at the meeting is attached along with a copy of the ordinance itself.

Recommendation:

Consider holding a second reading and potential adoption of the proposed ordinance.

Attachments:

1. Memo to Council re animal ordinance
2. Ordinance #395 - First Reading Draft



LEGAL MEMORANDUM

TO: John George, Council President, and
Village Council, Village of Beverly Hills

CC: Warren Rothe, Village Manager

FROM: Kristin Bricker Kolb, Village Attorney

DATE: June 12, 2026

SUBJECT: Proposed Ordinance Amending Chapter 8, “Animals”

Attached for Council’s consideration is a proposed ordinance amending Chapter 8 of the Village Code of Ordinances, which is proposed to address the issues discussed with Council in closed sessions held on April 7th and 21st, 2026.

The ordinance contains two proposed amendments. The first would amend Article I, and create a limited exception for residents who were in possession of more animals (dogs, cats or hen chickens) at the effective date of the amendments to Chapter 8 (adopted last year) than are now permitted. Proposed new Section 8-14 allows that residents may keep animals in excess of those now permitted until the end of that animal’s natural life. After the number of animals is reduced to the permitted number, the resident may only have the number of animals permitted in Chapter 8.

A second proposed amendment amends Article III, Section 8-62, and gives the Village discretion to allow a larger coop or pen for a resident who qualifies for a limited exception under Section 8-14, and who demonstrates they are in need of more space to house their hen chickens.

All provisions regarding licensing, permitting, etc., contained in Chapter 8 remain in full force and effect. The amendment adds provisions to deal with nuisance conditions, as well as residents who continue to acquire even more animals.

Village Council Memo

June 12, 2026

Page 2

Therefore, once the Council is satisfied with the proposed amendments, it may consider adopting the ordinance amendment.

I look forward to discussing this amendment with you at the June 16, 2026, Village Council meeting.

/kbk

VILLAGE OF BEVERLY HILLS
ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE VILLAGE OF BEVERLY HILLS, MICHIGAN,
BY AMENDING CHAPTER 8, ARTICLE I, TO ADD A NEW
SECTION 8-15, ENTITLED “LIMITED EXCEPTION,” AND TO
AMEND CHAPTER 8, ARTICLE III, SECTION 8-62.

The Village of Beverly Hills Ordains:

Section 1 of the Ordinance

The Code of Ordinances of the Village of Beverly Hills, Chapter 8, Article I, is hereby amended to add a new Section 8-15 to read as follows:

Sec. 8-15. Limited Exception.

- (a) This section creates a limited exception to the maximum number of animals that may be kept under this chapter.
- (b) Any person(s) who was in possession of more animals than are permitted to be kept on residential property under this chapter as of October 7, 2025, shall be permitted to keep said animals through the end of the animals’ natural life. Upon reduction of a resident’s animal(s) to the maximum number permitted under this chapter, such person shall not be permitted to keep more than the maximum number of animals authorized by the Village at any time.
- (c) All dogs kept by a resident must be licensed in accordance with this chapter.
- (d) If person is found to have acquired more animals at any time after October 7, 2026, such person shall be required to immediately reduce the number of animals on their property to the maximum number permitted under this Article.
- (e) To the extent the keeping of more than the maximum number of permitted animals results in nuisance conditions as defined in the Village Code, a written notice of intent to terminate the applicable license(s) or permit for the excess animals shall be sent by the

Village. The resident may request a hearing before the Village Council challenging the notice to terminate. Failure to request a hearing within 30 days of the date of the notice of intent shall result in a revocation of the license(s) or permit, and the Village may proceed with appropriate enforcement action.

(f) Residents who qualify for an exception under this section are still required to comply with all the requirements found in this chapter and elsewhere in the Village Code related to the keeping of animals.

Section 2 of the Ordinance

The Code of Ordinances of the Village of Beverly Hills, Chapter 8, Article III, Section 8-62, is hereby amended to add a new subsection (i) to read as follows:

Sec. 8-63. – Coops and pens.

(a) – (h) [No change.]

(i) Limited exception. For any resident who qualifies for a limited exception under section 8-15 of this code from the maximum number of hen chickens permitted under this Article III, the Village may, in its sole discretion, allow a larger coop or pen to accommodate the additional chickens.

Section 3 of the Ordinance

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

Section 4 of the Ordinance

This Ordinance shall take effect following publication in the manner prescribed by law.

Section 5 of the Ordinance

All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent necessary to give this ordinance full force and effect

Made and passed by the Village Council of the Village of Beverly Hills this __ day of _____ 2026.

JOHN GEORGE, Village President

CARISSA BROWN, Village Clerk

CERTIFICATION

I, CARISSA BROWN, being the duly appointed and qualified Clerk of the Village of Beverly Hills, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of an Ordinance adopted by the Village Council of the Village of Beverly Hills at a regular meeting thereof held on the __ day of _____, 2026.

CARISSA BROWN, Village Clerk

Introduced: _____

Adopted: _____

Published: _____

Effective Date: _____



Agenda Item Summary

To: Village Council
From:
Re: ***Business Agenda - 4. Ordinance #396 — First Reading***
Date: July 7, 2026 - [Click to View Agenda](#)

Summary:

The attached ordinance is presented for first reading and would establish a comprehensive regulatory framework for the operation of bicycles, electric bicycles (e-bikes), electric skateboard/scooters, and mopeds on Village streets, sidewalks, bikeways, and within Village parks. The proposed ordinance is intended to provide clear local regulations that improve public safety while accommodating the increasing use of e-bikes and other small electric mobility devices.

Section 1 - New Bicycle Regulations

The ordinance creates a new article within the Village Code governing bicycles and similar devices. The new article:

- Incorporates Michigan’s statutory definitions for Class 1, Class 2, and Class 3 electric bicycles, as well as electric skateboards/scooters, mopeds, and related devices.
- Establishes general operating requirements applicable throughout the Village.
- Specifies where various classes of e-bikes may be operated, including public roadways, sidewalks, bikeways, and Village parks.
- Requires operators to yield to pedestrians while using sidewalks and shared-use paths and establishes safe operating practices.
- Establishes minimum age requirements for certain devices, including Class 3 e-bikes and electronic skateboards/scooters.
- Creates reasonable speed limits for sidewalks and shared-use facilities.
- Authorizes the Village to restrict or prohibit these devices from environmentally sensitive areas or unpaved trails through posted signage.
- Makes violations enforceable as municipal civil infractions.

Section 2 — Amendments to the Parks Code

The ordinance also amends the existing Parks and Recreation code chapter to clarify how e-bikes are regulated within Village parks. The amendments update the current motor vehicle

provisions to expressly address electric bicycles and continue the prohibition on operating motorized vehicles outside designated areas.

Recommendation:

This item is presented for an introduction and a potential first reading. Village staff and the Village Attorney will be available to answer questions and consider any revisions requested by the Council.

Attachments:

- 1. 2026-07-01_eBike Ordinance_DRAFT_PACKET

State of Michigan
County of Oakland
Village of Beverly Hills

Ordinance No. _____

AN ORDINANCE TO AMEND CODE OF ORDINANCES FOR THE VILLAGE
OF BEVERLY HILLS TO ADD PROVISIONS RELATED TO THE
REGULATION OF ELECTRONIC BIKE USE IN THE VILLAGE

The Village of Beverly Hills ordains:

Section 1 of Ordinance. Amendment to Chapter ____.

Chapter ____ of the Code of Ordinances of the Village of Beverly Hills, entitled
“____,” is hereby amended to add a new Article ____, “Bicycles” to read as follows:

§1 Definitions

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning.

Bicycle. The term “bicycle” means a device propelled solely by human power upon which a person may ride, having two or more wheels in tandem or parallel. A bicycle does not include an electric bicycle or moped.

Electric bicycle (e-bike). An electric bicycle or e-bike is a bicycle equipped with fixed seat or saddle, fully operational pedals, and an electric motor of not more than 750 watts. E-bikes are divided into three classes under Michigan law (MCL 257.13e):

- Class 1: An e-bike equipped with a pedal-assist motor, and which motor assist ceases when the bike reaches a speed of 20 mph.
- Class 2: An e-bike which has a motor that propels the bike whether the operator is pedaling or not, to a speed of not more than 20 mph.
- Class 3: An e-bike that provides pedal-assist only, which assistance ceases when the bike reaches a speed of 28 mph.

An e-bike shall have attached to it a permanent label which accurately identifies its class type.

Electric skateboard. The term “electric skateboard” means a device that meets all of the following criteria:

- It has a floorboard designed to be stood upon when riding.
- The floorboard is no more than 60 inches long and 18 inches wide.
- It is designed to transport only one person at a time.
- It has an electrical propulsion system with no more than 2,500 watts of power.
- It has a maximum speed of 25 mph on a paved, level surface.
- It may have handlebars (not required).
- It may also be powered by human propulsion in addition to the electric motor.

The definition of “electric skateboard” shall include an electric scooter. See MCL 257.13f

Moped. A moped is a two- or three-wheeled vehicle with a motor not exceeding 100cc, a maximum speed of 30 mph, and otherwise meeting the definition under MCL 257.32b. Michigan law requires that mopeds have a state registration sticker and moped operators must have a moped license. For purposes of this article, mopeds are not considered bicycles.

Motor vehicle. A motor vehicle includes every vehicle that is self-propelled, except that motor vehicle shall not include industrial equipment not subject to registration under the Michigan Vehicle Code, or other power driven mobility devices (as defined herein), or electric patrol vehicles, or commercial quadricycles, or electric bicycles, or electric skateboards.

Other Power Driven Mobility Devices (OPDMDs). OPDMDs are any mobility device powered by batteries, fuel or other engines, whether or not designed primarily for use by individuals with mobility impairments, and used by individuals with mobility disabilities for the purpose of locomotion.

Operator. An operator is any person who rides, uses, or controls a bicycle, electric bicycle, electric scooter, or moped.

Bikeways. Any path physically separated from motor vehicle traffic and designated for use by bicycles, electric bicycles, electric scooters, pedestrians, and other non-motorized users.

Sidewalk. A paved or improved pedestrian walkway, generally 4-6 feet in width.

§ 2 Compliance required

No person shall operate a bicycle, electric bicycle, electric skateboard/scooter, or moped upon any of the public roadways, sidewalks or bikeways, Village parks, or other public places in the Village, except in compliance with this article and applicable Michigan law; provided, however, that the provisions of this chapter shall not apply to OPDMDs as defined herein.

§ 3 Parental responsibility

It shall be unlawful for the parent of any minor to fail to exercise reasonable control over the minor which results in the minor violating any section of this article . A parent or guardian shall not knowingly permit a minor to violate any provisions of this article.

§ 4 Use and operation

- A. Operators of bicycles and e-bikes must be seated on a permanent seat or saddle and shall not carry more persons than the device is designed to accommodate.
- B. Operators of Class 3 e-bikes shall be at least 14 years old.
- C. Use of Sidewalks/Bikeways.
 - (a) Class 1 and Class 2 e-bikes and electric skateboards/scooters may operate on sidewalks and bikeways unless otherwise posted. Class I and Class 2 e0bikes are not permitted in Village parks unless otherwise posted.
 - (b) Class 3 electric bicycles are prohibited on sidewalks, bikeways, and in Village parks unless specifically permitted by Village signage.
- D. Sidewalk/Bikeway Use.
 - (1) Bicycles, Class 1 e-bikes, Class 2 e-bikes, and electric skateboards/scooters shall operate at a reasonable and safe speed on sidewalks unless posted otherwise.
 - (2) Class 3 electric bicycles and mopeds are prohibited on sidewalks.
 - (3) Operators shall yield to pedestrians and give an audible signal before overtaking on the left.

- E. Operators of bicycles, e-bikes, and electric skateboards/scooters on a public roadway shall ride as near to the right side as practicable, except when turning left, passing, avoiding hazards, or when the lane is too narrow to share safely.
- F. No person under the age of 15 may operate a moped, and all operators must comply with state licensing requirements.
- G. Operators shall not attach themselves or their device to any moving vehicle.
- H. Operators walking their device are considered pedestrians and must follow pedestrian rules.

§ 6 Age and helmet requirements

- A. No person under the age of seven years shall operate a bicycle upon any public roadway in the Village but may operate a bicycle upon the public sidewalks and bikeways, private driveways, or upon or in other places or places open to the public in the Village which are not utilized by vehicular traffic. Persons between the ages of seven and 10 years may operate a bicycle on all public roadways within the Village with parental consent. A person under age 7 may operate a bicycle on a public roadway under the direct supervision of a parent or adult guardian.
- B. Electric Skateboard/Scooter. No person under the age 12 shall operate an electric skateboard/scooter on a roadway unless under the direct supervision of an adult or guardian.
- C. Electric Bicycles. No person under the age of 14 shall operate a Class 3 electric bicycle.
- D. Helmets. All operators of electric skateboards/scooters and operators of Class 3 e-bikes between the ages of 14-18 must wear a properly fitted helmet.

§7 Speed limits

- A. No person shall operate a bicycle on a sidewalk or bikeway at a speed greater than is reasonable and proper under existing conditions, and under no circumstances in excess of 20 mph unless otherwise posted.
- B. Electric skateboards/scooters shall not be operated in excess of 25 mph.

C. Class 3 electric bicycles shall not exceed 28 mph while using the motor assistance function.

§8 Parking and obstruction

No person shall park or leave a bicycle, e-bike, electric skateboard/scooter, or moped in a manner that obstructs pedestrian travel, ADA ramps, building entrances, or vehicular traffic.

§9 Trail and park restrictions

The Village may restrict or prohibit the use of electric bicycles, electric skateboards/scooters, or mopeds on unpaved trails or nature areas by posted signage.

§10 Penalty

Any person who pleads or is found responsible for a violation of this article shall be liable for a municipal civil infraction and shall be responsible for paying the fine set forth in Section 1-9 of this Code.

Section 2 of Ordinance. Amendment to Chapter 28

Chapter 28 of the Code of Ordinances, entitled “Parks and Recreation,” Section 28-29, “Motor vehicles,” is hereby amended to read as follows:

Sec. 28-29. - Motor vehicles.

(a) It shall be unlawful for any person to operate **a Class 1, 2 or 3 e-bike (as defined in Chapter)**, or a motor vehicle, including motorcycles, minibikes and scooters ~~mopeds~~, in any area other than the designated parking lot.

(b) The Public Safety Department shall place or install suitable signs indicating parking areas under the direction of the Park Superintendent, and it shall be unlawful for any person to park a **Class 1, 2 or 3 e-bike or** motor vehicle in the park or adjacent streets other than **in designated parking areas.** ~~indicated by such signs.~~

(c) The provisions of Chapter 42 of this Code relating to traffic apply to the operation of **Class 1, 2 or 3 e-bikes and** motor vehicles in the Village parks and all adjacent streets except as ~~to such as~~ is herein promulgated, set forth and modified for park regulation of motor vehicle traffic and parking.

(d) It shall be unlawful for persons to cruise about the park in **Class 1, 2 or 3 e-bikes,** motorcycles, so-called mini-bikes, ~~motor scooters~~ **mopeds** and the like. All such vehicles when standing or parked shall have the motor completely shut off so as to emit no sound, noise, fumes or smoke at all.

(e) [No change.]

(f) No motor vehicle, motorcycle, mini-bike, or ~~motor scooter~~ **moped** shall be started up, accelerated, or operated so as to create such disturbance or noise as to attract attention to such operation by the public.

Section 3 of Ordinance. Repeal of Conflicting Ordinances.

All resolutions, ordinances, or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 4 of Ordinance. Severability.

If any section, paragraph, clause, or provision of this Ordinance is for any reason held to be invalid or unconstitutional, the invalidity or unconstitutionality of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5 of Ordinance. Publication.

This Ordinance shall be published in a newspaper of general circulation in the Village of Beverly Hills within fifteen (15) days after its adoption.

Section 6 of Ordinance. Effective date.

This Ordinance shall take effect upon publication, as provided by law.

ENACTMENT

This ordinance is declared to have been enacted by the Village Council of the Village of Beverly Hills at a meeting duly called and held on the ___th day of _____, 2026.

Ayes:

Nays:

Abstentions:

Absent:

Certification

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned Clerk of the Village of Beverly Hills, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the ordinance adopted by the Village Council of the Village of Beverly Hills at a meeting held on the ___TH day of _____, 2026, the original of which is on file in my office.

VILLAGE OF BEVERLY HILLS

By: Carissa Brown
Village Clerk

First reading:
Adopted:
Published:
Effective Date:



Manager Report

To: President George and Village Council

From: Warren Rothe, Village Manager

Re: July 7, 2026, Manager Report

GENERAL UPDATES

- An **Open House** for the **Beverly-Southfield Road Intersection Study** has been scheduled for **Tuesday, July 14th from 6:30 - 8 pm** at Village Hall.
- A **Joint PC-VC Master Plan Kick-Off meeting** has been scheduled for **7:00 PM on July 22nd**.
- Work on the **Beverly Park playground** continues. Demolition is complete and new concrete work has been installed by the contractor.
- The Village participated in the quarterly **Southeastern Michigan Urban Deer Coalition Meeting**. The Coalition, working through SEMCOG is preparing a 7 county urban deer survey which will go live from 9/1/26 through 11/1/26. The Village will use this draft survey to help create its own community-specific survey & data collection initiative, which will launch prior to the SEMCOG one. The Village hopes to finish its version later this week.
- At its June 16 meeting, the Village Council approved a **new collective bargaining agreement with the Beverly Hills Lieutenants and Sergeants Association**. The Village labor attorney is preparing the final agreement.
- Milling is planned for the **13-Mile paving project (City of Southfield)** for this week. Residents along 13-Mile in both communities will be notified through flyers from Southfield's contractor/consulting engineer. Pavement should occur 2-3 weeks after milling is completed. Resident driveways will be ramped while the road is milled to preserve access.
- **Village taxes were mailed** and property owners should be receiving them over the coming days. This is the second year in which Township and Village taxes will be **received separately**.

- The **proposed charter amendment concerning the road millage allocation** was sent to the offices of the Governor and Attorney General for their review.
- The **Summer Villager** was mailed to Village residents and is available on our website.
- **All federal grant funds** for the **Pierce Water Main project** have been received. Monitoring of the turf restoration growth is ongoing.
- The contractor for **Safe Routes to School** is still completing the punch list items. All driveways that required repouring have been completed.
- **All equipment approved** at the June 16, Council meeting **has been ordered**. So far, the Village has received the leaf vacuum. Next week the hot patch trailer, roller, crack seal machine, and column lifts will be delivered.
- **BS&A Cloud** is set to go live in July. The Village's current system will be down for three days in the conversion process, and it is anticipated that Village Hall will be closed to the public for two of these days as staff receive training on the new system.
- **SHPO clearance** has been obtained for the **Safety Grant project**, NEPA review is in progress.
- **Big Fat Shawarma's** sign permit was approved at the June 24th Planning Commission. They intend to be open early/mid-July.
- There are **3 variance applications** being considered at the **July 13th ZBA meeting**. Two are for setback requests, and the other is for fence materials.

PROJECT UPDATES FROM HRC

Transportation Alternatives Program Sidewalks

Work on the two remaining retaining walls is set to begin this week. Work on the other three walls is substantially complete.

FY 26/27 Road Improvement Project

Over the last week, the contractor has removed and replaced sidewalk ramps in the project area and has performed structure adjusts on any utility structures that are in the roadway. Next week, the contractor is planning to start work along Kirkshire and Birwood. Work will include the removal of the asphalt, replacement of any unstable road subbase, grading of the road subbase, paving the base layer of asphalt, and performing structure adjusts. The contractor will also be doing some ditching work in front of Our Lady Queen of Martyrs. The contractor is planning to start this work on Tuesday due to forecasted rain on Monday. All work is weather permitting.

Pierce Street will be open for the holiday weekend, however there will be section of roadways that may be blocked off or obstructed due to cones or barricades. The structure adjustments that took place this week have a concrete collar around them and until the concrete is cured, they must be protected and not disturbed. Please try to avoid these areas as best you can.

Pierce Street will be a “soft closure” next week with the bulk of the work occurring on Kirkshire and Birwood. A soft closure means signage and barricades will still be up to deter through traffic, but local residents should be able to get through the barricade to reach their homes. This way, residents that have been parking on Kirkshire and Birwood due to the Pierce closure, can move their cars to their driveways off Pierce to avoid the work being done on Kirkshire and Birwood.

FY 2027- FY 2030 Water Main Projects

The majority of the topo survey is finished. A handful of buried structures still need to be recorded. Planned initial construction is on track for spring of 2027.

Riverside Park 7/3/2026 Update

The Village recognizes that the work at Riverside Park peninsula has raised concerns in the community. We take our responsibility to protect our natural resources seriously. When concerns are raised, we believe it is important to pause, assess the situation, and take appropriate action. We are committed to working with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to fully evaluate the work completed and determine the appropriate path forward.

Following guidance from EGLE, the Village has halted work at Riverside Park. Village representatives are scheduled to meet with EGLE on July 7 to review the work and determine the appropriate next steps.

On Thursday July 2nd, the Village installed additional silt fencing around the peninsula to help prevent soil from leaving the site. This measure was approved by EGLE.

The Village will provide an update to the community following the meeting with EGLE and as additional information becomes available.



Public Safety

Highlights & Statistics

June 2026

771 Calls For Service.
9 Arrests.
242 Traffic stops.
210 Tickets issued.

1. Officers stopped a driver for a traffic violation at Beverly and Birmingham. The driver was arrested for Driving While Suspended.
2. Officers were dispatched to arrest a subject being held by a police auto theft unit. The suspect was arraigned for a recent auto theft on Kirkshire Street.
3. Officers stopped a driver for a traffic violation at Birwood and Pierce. The driver was arrested for never acquiring a driver's license.
4. Officers stopped a driver for an expired license plate at 14 Mile and Pierce. The driver was arrested for Driving While Suspended.
5. Officer stopped a driver for excessive speeding on Southfield at 14 Mile. The driver was arrested for Operating While Impaired, Driving While Suspended, multiple warrants and Violation of Parole.
6. Officers were responding to a report of a reckless driver around Evergreen and Carraige Lane. The driver was arrested for Operating Under Influence of Drugs.
7. Officers stopped a driver for a traffic violation at 13 Mile and Tremont. The driver was arrested for Driving While Suspended.
8. Officers stopped a driver for a traffic violation at Southfield and 14 Mile. The driver was arrested for a Friend of the Court warrant and was turned over to the Oakland County Sheriff's Department.
9. Officers responded to 13 Mile and Southfield on a report of a Domestic Violence Assault between a boyfriend and girlfriend. Investigation revealed the female was the aggressor and she was arrested for DV.

Between September of 2025 and June of 2026, residents reported 13 stolen automobiles, 12 of which had the keys left inside the car when taken. Residents are STRONGLY encouraged to lock their vehicles and do not leave keys inside.

Beverly Hills Department of Public Safety 2026 Monthly Performance Report

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Total Calls For Service	536	615	756	694	787	771							4,159
Arrests & Traffic Citations													
Arrests Total	8	14	12	4	15	9							62
OWI Arrests- Drunk Driving	0	1	3	1	3	1							9
OUID Arrests- Driving Influence Drug	1	1	2	0	0	1							5
Drug Arrests	1	1	4	0	0	1							7
Traffic Stops	43	226	272	173	205	242							1,161
Traffic Violations	73	209	201	136	209	210							1,038
Accidents													
Personal Injury Accidents	1	0	1	0	0	1							3
Property Damage- Car Accidents	17	10	11	11	23	10							82
Fire Division													
Fire Response (structure & car fires)	0	1	0	0	1	0							2
Smoke & Downed Wire Responses	2	1	6	3	2	4							18
Medical & Ambulance Responses	48	26	36	30	33	36							209
Odor, Carbon Monoxide & Fire Alarms	7	7	9	10	15	8							56
Fire Inspections & Plan Reviews	2	0	1	0	0	0							3
Mutual Aid Provided to S.O.F.A.	1	1	3	2	2	1							10
Mutual Aid Received from S.O.F.A.	0	0	0	0	1	1							2
Detective Bureau & School Resource													
Cases Investigated	20	25	25	31	48	50							199
Gun Related Cases	1	0	0	0	0	0							1
Guns Seized	2	0	0	0	0	0							2
Warrants Submitted	3	4	9	5	13	5							39
Warrants Obtained	1	1	4	2	6	1							15