



**CITY OF WALLED LAKE  
REGULAR COUNCIL MEETING  
Tuesday, October 18, 2016  
7:30 p.m.**

PLEDGE TO FLAG & INVOCATION

ROLL CALL & DETERMINATION OF  
A QUORUM

REQUESTS FOR AGENDA CHANGES

APPROVAL OF MINUTES

1. Regular Council Meeting of September 20, 2016

Pg. 3

AUDIENCE PARTICIPATION

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

COUNCIL CONSIDERATION

1. Oath of Office administered to Police Officer Edwar Talia
2. Fire Fighter Badge Presentations and Oaths of Office administered to Firefighters Greg Eberlein and Jeff Jarrell

MAYOR'S REPORT

1. Resignation letter from DDA Board Member Daryl Ramsey Pg.11
2. Mayor's nomination to fill vacancy on the DDA Board Pg.12
3. Proposed Resolution 2016-39 Accepting the Mayor's nomination to fill the vacancy on the DDA Board Pg.13
4. Western Oakland County Cable Communication Authority (WOCCCA) Pg.15

COUNCIL REPORT

CITY MANAGER'S REPORT

1. Departmental / Divisional Statistical Reports  
a. Police Pg.16  
b. Fire Pg.19  
c. Code Enforcement Pg.24  
d. Finance  
- Warrant Report #10-2016 Pg.26  
- First Quarter Financials FY 17 Pg.39  
- Investment Report Pg.41

CORRESPONDENCE

ATTORNEY'S REPORT

1. Executive Session to discuss status report on ITC v City of Walled Lake et al OCCC Case No. 16-154784-CC
2. Executive Session to discuss Attorney Client Communications – Legislation on Medical Marijuana

UNFINISHED BUSINESS

1. Second Reading 327-16 Recovery Home Ordinance Amendment Pg.42

NEW BUSINESS

1. Proposed Resolution 2016-40 Ratifying the Agreement with MAFF on behalf of the Walled Lake Paid on Call Fire Fighters Pg.48
2. Proposed Resolution 2016-41 2016 Winter Special Assessment – Drains Pg.50
3. Public Safety Campus Parking Agreement for Underground Wiring Pg.53

4. Proposed Resolution 2016-42 Establish Fire Insurance Withholding Program	Pg.54
5. Proposed Resolution 2016-43 AT&T Franchise Agreement	Pg.56
6. Proposed Resolution 2016-44 Budget Amendment	Pg.72
7. Proposed Resolution 2016-45 Boss Engineering Design Standards	Pg.76
8. First Reading 328-16 Building Code Update Ordinance	Pg.78
9. First Reading 329-16 Driveway/Culvert Ordinance Amendment	Pg.83
10. Capital Purchase of Water Meter Reading Equipment and Software	Pg.86

AUDIENCE PARTICIPATION

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

COUNCIL COMMENTS

ADJOURNMENT



**CITY OF WALLED LAKE  
REGULAR COUNCIL MEETING  
TUESDAY, SEPTEMBER 20, 2016  
7:30 P.M.**

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

Pledge of Allegiance led by Mayor Ackley.

Invocation led by Mayor Ackley.

**ROLL CALL:** Mayor Ackley, Mayor Pro Tem Ambrose, Council Member Helke, Council Member Lublin, Council Member Loch, Council Member Owsinek, Council Member Robertson

**ABSENT:** None

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

**OTHERS PRESENT:** City Manager Whitt, Assistant City Manager Rodgers, Police Chief Shakinas, Fire Chief Coomer, City Attorney Vanerian, and City Clerk Stuart

**REQUESTS FOR AGENDA CHANGES:** None

**APPROVAL OF THE MINUTES:**

- 1. Regular Council Meeting of August 16, 2016 and Special Council Meeting of September 7, 2016**

**CM 09-06-16 APPROVAL OF THE AUGUST 16, 2016 REGULAR COUNCIL MINUTES AND SEPTEMBER 7, 2016 SPECIAL COUNCIL MEETING**

Motion by Owsinek, seconded by Lublin, CARRIED UNANIMOUSLY: To approve the August 16, 2016 Regular Council Minutes and the September 7, 2016 Special Council Minutes.

**AUDIENCE PARTICIPATION:**

Karen Kolke, 179 Spring Park – expressed concerns about the Public Safety Campus redesign.

## MAYOR'S REPORT

### **1. Proposed Resolution 2016-35 Accepting the Mayor's nomination to fill a vacancy on the Downtown Development Authority Board**

Mayor Ackley announced the nomination of Michael Maurer to the Downtown Development Authority Board and presented Council with a resolution to accept her nomination and requested City Clerk Stuart read into the record.

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
THE CITY OF WALLED LAKE

#### MAYOR'S NOMINATION TO FILL THE VACANCY ON THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

The duty of the Mayor prescribed by Section 4.5 (g) of the City of Walled Lake Charter states in pertinent part that:

“It shall be the duty of the Mayor to nominate qualified persons to the Council and various Boards and Commissions, and it shall be the Council's duty to accept or reject those nominations.”

Pursuant to Section 4.5 of the Charter, the undersigned nominates:

Michael Maurer  
to fill the vacancy in the Downtown Development Authority for the unexpired original term and submits said nomination to the Council to make a final determination if that person is qualified and to accept or reject this nomination.

SUBMITTED to City Council in session at its Regular Council Meeting on this 20th day of September, 2016.

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Linda S. Ackley, Mayor  
City of Walled Lake

**CM 09-07-16**

**APPROVE RESOLUTION 2016-35 ACCEPTING THE MAYOR'S  
NOMINATION AND APPOINTING MICHAEL MAURER TO  
FILL THE VACANCY ON THE DOWNTOWN DEVELOPMENT  
AUTHORITY BOARD**

Motion by Robertson, seconded by Ambrose, CARRIED UNANIMOUSLY: To approve Resolution 2016-35 accepting the Mayor's nomination and appointing Michael Maurer to fill the vacancy on the Downtown Development Authority Board.

## DISCUSSION

Council Member Helke asked what the unexpired term was. Mayor Ackley said it was for the vacancy of Mr. Kimmel's seat. She explained there are other board members that have not been present to meetings and she is addressing the matter.

City Manager Whitt said Mr. Maurer is a qualified engineer, a resident of the City, and currently serves on the Planning Commission. He explained the resolution vacates the position and it makes the appointment of Mr. Maurer.

- 2. Executive Session for update on Resolution 2016-31 Directing and authorizing the Mayor to make inquiry into the activities and complaint filed against a sitting Council member of the City pursuant to the City Charter**

### **CM 09-08-16            APPROVE TO ENTER INTO EXECUTIVE SESSION FOR UPDATE ON RESOLUTION 2016-31**

Motion by Robertson, seconded by Owsinek, CARRIED UNANIMOUSLY: To enter into executive session for update on Resolution 2016-31.

Roll Call Vote:

Yes: (7)                    Ambrose, Helke, Loch, Lublin, Owsinek, Robertson, Ackley  
No: (0)  
Absent: (0)  
Abstain: (0)

(7-0) CARRIED UNANIMOUSLY

**COUNCIL REPORT:**        None

**CITY MANAGER'S REPORT:**

- 1. Departmental / Divisional Statistical Reports**
  - a. Police**
  - b. Fire**
  - c. Code Enforcement**
  - d. Finance – Warrant Report #9-2016**

**CM 09-09-16 TO RECEIVE AND FILE THE MONTHLY DEPARTMENTAL /  
DIVISIONAL STATISTICAL REPORTS**

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

City Manager Whitt reported to Council the Finance Director Coogan and Deputy Treasurer Barlass were attending a conference and would be in attendance at the next meeting. He said there is a four page memorandum provided by trailway representative, Finance Director Coogan, of the recent trailway meeting held on September 14, 2016 that requires Councils review.

He explained Oakland County Road Commission is doing signalization work along Decker Road. The Road Commission had called in Miss Dig orders for underground work. He said there are projects further outside of the City along Maple Road for sidewalk installation.

**CORRESPONDENCE:**

**1. Letter from Mr. Jim Lambertson**

Council received correspondence letter.

**ATTORNEY'S REPORT**

**1. Executive Session to discuss Attorney Client Communication – Janine Feinberg v. City of Walled Lake**

**CM 09-10-16 APPROVE TO ENTER INTO EXECUTIVE SESSION TO DISCUSS  
ATTORNEY CLIENT COMMUNICATION – JANINE FEINBERG  
V. CITY OF WALLED LAKE**

Motion by Owsinek, seconded by Robertson, CARRIED UNANIMOUSLY: To enter into executive session to discuss Attorney Client Communication – Janine Feinberg v. City of Walled Lake.

Roll Call Vote:

Yes: (7) Helke, Loch, Lublin, Owsinek, Robertson, Ambrose, Ackley  
No: (0)  
Absent: (0)  
Abstain: (0)

(7-0) CARRIED UNANIMOUSLY

**UNFINISHED BUSINESS:**

**1. Rizzo Environmental Consent and Waiver Agreement**

City Manager Whitt explained he is currently in negotiations with Rizzo and there is nothing for Council to vote on tonight.

Randy Duncan, Duncan Disposal explained they are requesting Council to sign the waiver and consent agreement with Rizzo. He asked council if they wish to renegotiate the contract with Rizzo to do so but still agree to move forward with Rizzo. He said it means a lot to their family to sign the contract over to Rizzo as they have transitioned their other clients.

City Manager Whitt explained the waiver and consent that Rizzo prepared is different than what the City Attorney recommends. He said they are not opposed to signing with Rizzo however; there is a need for a revised waiver and consent agreement. City Attorney Vanerian said he will have a revised waiver and consent document for the October council meeting.

**2. Capital Purchase 60" Zero Turn Mower**

Assistant City Manager Rodgers explained the replacement mower is a Capital Improvement Purchase which was approved at the August 16, 2016 regular council meeting. She explained the original quote from Weingartz was for a smaller scale mower than what the City requested, due to the inadequate quote provided by Weingartz, they gave more for the trade in unit and the new quote is \$8,788.

**CM 09-11-16            APPROVE CAPITAL PURCHASE OF 60" ZERO TURN MOWER  
FOR \$8,788 FROM LINE ITEM 101-000-900-981**

Motion by Lublin, seconded by Loch, CARRIED UNANIMOUSLY: To approve the Capital purchase of the 60" Zero Turn Mower for \$8,788 from line item 101-000-900-981.

**NEW BUSINESS:**

**1. First Reading C-327-16 Recovery Home Ordinance Amendment**

City Attorney Vanerian explained this is a proposed amendment to the Zoning Ordinance regarding recovery homes. Council previously adopted a moratorium for further investigation. Since 2006 there have been several cases tried and since then case law provides for a need for proposed amendments to update the ordinance. He explained the ordinance amendment will have to go before the Planning Commission for review and will come back to Council with their recommendations and then it can move forward with a second reading before Council. He will be sending the amendments to the Federal Fair Housing Group to request their feedback before final adoption.

**CM 09-12-16            APPROVE FIRST READING C-327-16 RECOVERY HOME  
ORDINANCE AMENDMENT**

Motion by Robertson, seconded by Owsinek, CARRIED UNANIMOUSLY: To approve First Reading C-327-16 Recovery Home Ordinance amendment.

**2. Proposed Resolution 2016-36 Ratifying the Agreement with the Walled Lake Professional Fire Fighters Association (MAFF) from July 1, 2016 – June 30, 2019**

Police Chief Shakinis said the agreement is for three years with no base wage increase or adjustment to pensions. He explained that the MAFF union did file a petition with the Michigan Employment Relations Commission (MERC) to have the part time fire fighters merged with the full time fire fighters union unit. This contract negates that petition with MERC. In addition within the three year agreement there is a one year clause to maintain the two full time employees in the bargaining unit.

**CM 09-13-16            APPROVE RESOLUTION 2016-36 RATIFYING THE  
AGREEMENT WITH THE WALLED LAKE PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION (MAFF) FROM  
JULY 1, 2016 – JUNE 30, 2019**

Motion by Owsinek, seconded by Lublin, CARRIED UNANIMOUSLY: To approve Resolution 2016-36 Ratifying the Agreement with the Walled Lake Professional Fire Fighters Association (MAFF) from July 1, 2016 – June 30, 2019.

**3. Proposed Resolution 2016-37 OAK TAC Membership**

Police Chief Shakinis said this is a county wide training program which utilizes county wide funding to help keep costs down. He explained the several advantages to the program.

**CM 09-14-16            APPROVE RESOLUTION 2016-37 OAK TAC MEMBERSHIP**

Motion by Lublin, seconded by Ambrose, CARRIED UNANIMOUSLY: To approve Resolution 2016-37 OAK TAC Membership.

**4. Proposed Resolution 2016-38 Walled Lake Braves Charitable Gaming License**

City Clerk Stuart explained this is non-profit organization that encourages sports for boys and girls age eight through fifteen. They are requesting acknowledgement by resolution from the City in order to obtain a charitable gaming license from the State of Michigan for a fundraising event they wish to host November 17-20, 2016.

**CM 09-15-16            APPROVE RESOLUTION 2016-38 WALLED LAKE BRAVES  
CHARITABLE GAMING LICENSE**

Motion by Lublin, seconded by Owsinek, CARRIED UNANIMOUSLY: To approve Resolution 2016-38 Walled Lake Braves Charitable Gaming License.

### **5. Capital Improvement purchase Ambulance Stretcher**

Fire Chief Coomer explained the new ambulance has arrived and that there is a new standard for stretchers since February of 2016. The new ambulance has the holding mechanisms in place but the old stretcher cannot be retrofitted. The new stretcher meets the State of Michigan minimum crash test requirements and can accommodate for bariatric patients. Stryker EMS equipment is the vendor of choice.

**CM 09-16-16                    APPROVE PURCHASE OF POWER PRO XT STRETCHER FROM  
STRYKER EMS EQUIPMENT FOR PRICE NOT TO EXCEED  
\$15,000**

Motion by Ambrose, seconded by Loch, CARRIED UNANIMOUSLY: To approve purchase of Power PRO XT stretcher from Stryker EMS equipment for price not to exceed \$15,000.

#### AUDIENCE PARTICIPATION:

Dennis Burks – expressed discontent with the decision made by the Zoning Board of Appeals on July 25, 2016 regarding the Maher project. He said Mr. Maher cannot show a hardship on his property and should never have been granted variances for anything. He continued beyond the allowed three (3) minutes for audience participation and Mayor Ackley informed Mr. Burks the three (3) minutes were up and he continued. She called a recess to the meeting to avoid disturbance.

Council recessed 8:07 p.m.

Council reconvened 8:10 p.m.

#### COUNCIL COMMENTS:

Council Member Lublin said he noticed the subdivisions asphalt roadways need maintenance and repair.

Council Member Helke announced the Commerce Area Historical Society and the Walled Lake Area Historical Society are having a joint meet and greet at Stonecrest Monday, September 26, 2016 at 7:00 p.m.

Council recessed 8:13 p.m.

Council entered into executive session 8:21 p.m.

Council rose from executive session 8:52 p.m.

Meeting adjourned at 8:56 p.m.

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Jennifer A. Stuart, City Clerk

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Linda S. Ackley, Mayor

**History:** Chapter 6, The Council: Procedure and Miscellaneous Powers and Duties: *Section 6.7 (a) A journal of the proceedings of each meeting shall be kept in the English language by the Clerk and shall be signed by the presiding officer and Clerk of the meeting.*

**From:** [William T Ramsey](#)  
**To:** [Jennifer Stuart](#)  
**Subject:** Re: DDA PAcKet  
**Date:** Sunday, October 09, 2016 9:19:38 PM

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Hi Jennifer,

Could you please copy this to Chelsea and Linda Ackley. I have served on the DDA for many years and love Walled Lake. As you know we no longer own a business in Walled Lake. I work full time as a nurse at Henry Ford West Bloomfield and find it difficult to attend the DDA meetings. Therefore I am submitting my resignation for the DDA board. It is important to have members of the board that can serve in an active capacity. It has been a privilege to serve the City of Walled Lake all these years.

Sincerely,

Daryl Ramsey

[Daryl Ramsey](#)  
Jeremiah 29:11

On Friday, October 7, 2016 5:01 PM, Jennifer Stuart <[jstuart@walledlake.com](mailto:jstuart@walledlake.com)> wrote:

Hello,

I am sending this DDA packet on behalf of Ms. Rodgers.

Have a nice weekend,

Jennifer Stuart  
City Clerk

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
THE CITY OF WALLED LAKE

MAYOR'S NOMINATION  
TO FILL THE VACANCY ON THE DOWNTOWN DEVELOPMENT  
AUTHORITY BOARD

The duty of the Mayor prescribed by Section 4.5 (g) of the City of Walled Lake Charter states in pertinent part that:

“It shall be the duty of the Mayor to nominate qualified persons to the Council and various Boards and Commissions, and it shall be the Council’s duty to accept or reject those nominations.”

Pursuant to Section 4.5 of the Charter, the undersigned nominates:

Jason Easter

to fill the vacancy in the Downtown Development Authority for the unexpired original term and submits said nomination to the Council to make a final determination if that person is qualified and to accept or reject this nomination.

SUBMITTED to City Council in session at its Regular Council Meeting on this 18<sup>th</sup> day of October, 2016.

Linda S. Ackley, Mayor  
City of Walled Lake

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF WALLED LAKE

A RESOLUTION ACCEPTING THE MAYOR'S NOMINATION TO  
FILL A VACANCY ON THE DOWNTOWN DEVELOPMENT  
AUTHORITY BOARD OF DIRECTORS PURSUANT TO THE  
REQUIREMENTS OF THE CITY CHARTER

***Proposed RESOLUTION 2016-39***

At a regular meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 18<sup>th</sup> day of October, 2016, at 7:30 p.m.

WHEREAS, a letter of resignation was submitted by DDA Board Member Daryl Ramsey and received by the Mayor on October 9, 2016; and

WHEREAS, the Mayor is submitting said resignation to City Council for acknowledgment and acceptance; and

WHEREAS, there is now a vacancy on the Downtown Development Authority Board which has a term-ending April 1, 2019; and

WHEREAS, pursuant to the duty prescribed by Section 4.5 of the City of Walled Lake Charter, the Mayor has nominated Jason Easter, resident of Walled Lake to fill the vacancy and unexpired term on the Downtown Development Authority Board; and

WHEREAS, it shall be the Council's duty to determine if that person is qualified and accept or reject the nomination.

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

Section 1. The Council acknowledges and accepts Mrs. Ramsey's resignation.

Section 2. The Council finds the Mayor's nomination qualified for the position and accepts the Mayor's nomination.

Section 3. The City Council appointments JASON EASTER as a member of the Downtown Development Authority Board to fill the unexpired term ending April 1, 2019.

Motion to approve Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF OAKLAND    )

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JENNIFER A. STUART  
City Clerk

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LINDA S. ACKLEY  
Mayor

# WOCCCA

*Make up Quarterly Meeting  
October, 19, 2016  
3:00p.m.  
Commerce Twp Hall  
2009 Township Dr  
Commerce Twp., MI 48382  
248-624-0110*

## ***Agenda***

***Item 1*** *Call to order*

***Item 2*** *Approval of Minutes*

***Item 3*** *Treasurers Report*

***Item 4*** *Huron Valley School Report, Request*

***Item 6*** *Walled Lake Consolidated School Report, Request*

***Item 7*** *Approve Warrants*

***Item 8*** *Other Matters – discuss budget, election of Officers,*

***Item 9*** *Adjourn*



# Monthly Report

Department of Public Safety • Police Division  
1499 East West Maple Road • Walled Lake, Michigan 48390 • (248) 624-3120

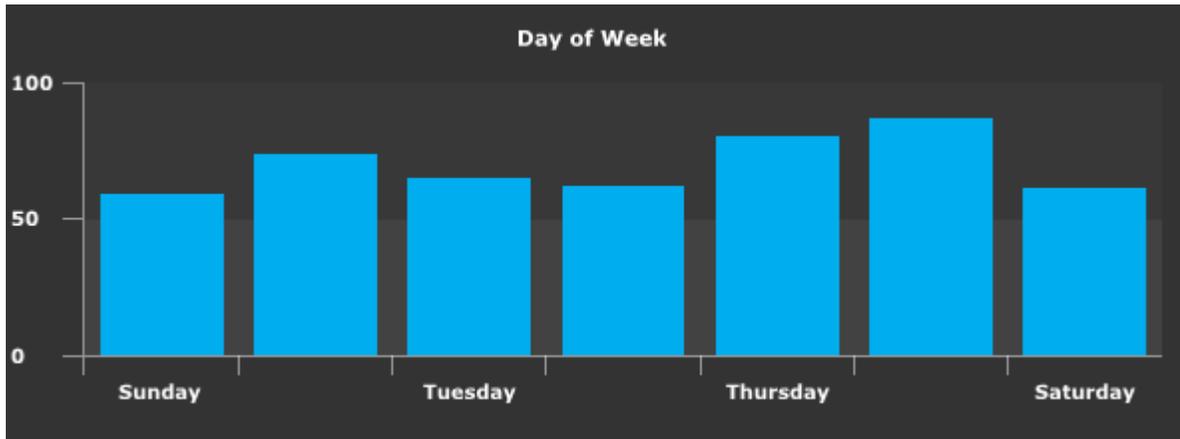
To: L. Dennis Whitt, City Manager  
From: Paul Shakinas, Police Chief  
Re: September 2016 Month End Report  
Date: October 14, 2016

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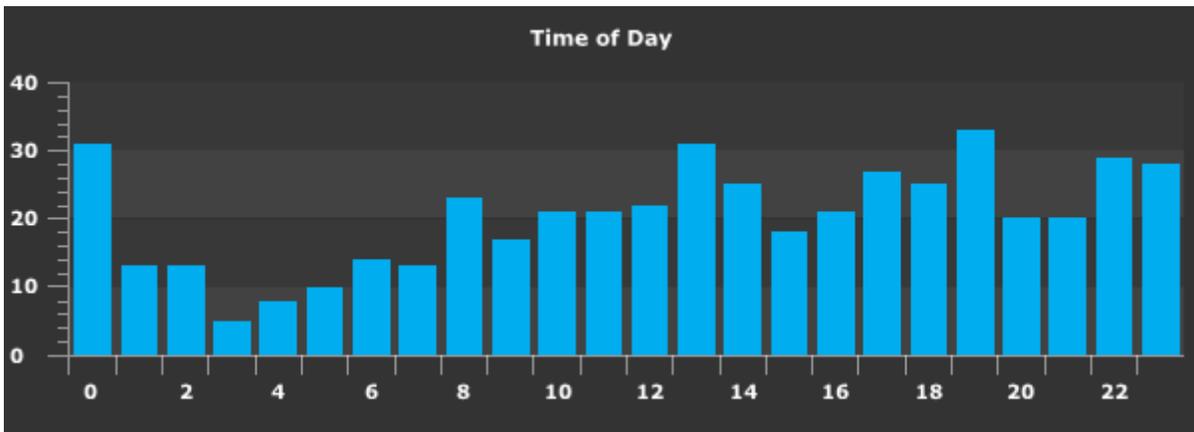
Attached you will find a report of activities as they relate to the Walled Lake Police Department for the month of September 2016.

- Officers Gubry and Edmond attended speed measurement operator training at Oakland Community College to operate the radar and laser.
- Officers Mosher and Gubry attended Datamaster operator class to run the alcohol breathalyzer device.
- Tony Delgreco promoted from Sergeant to Lieutenant.
- Lieutenant Delgreco attended the last week of instruction at Eastern Michigan's school of Staff and Command
- Took 494 calls for service and issued 23 Citations

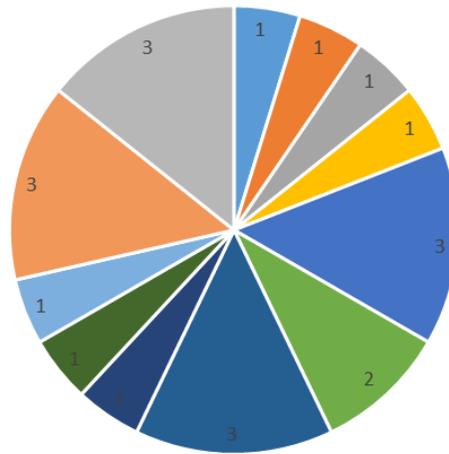
### September Call Volume by day



### September Call Volume by Time



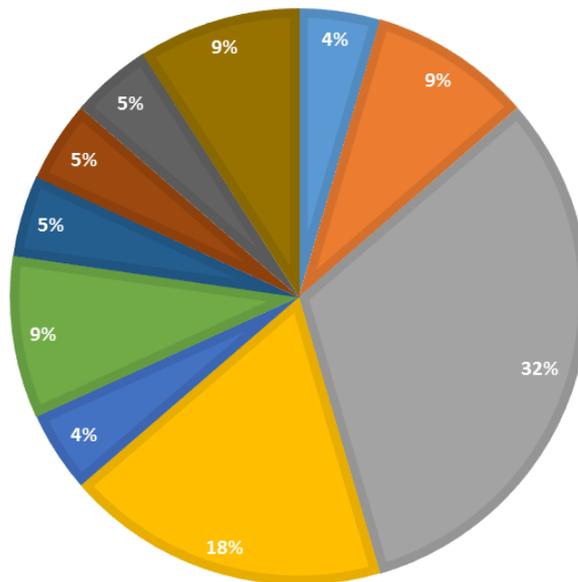
### September Violation Summary



- Careless Driving
- Controlled Substances
- Disobey Traffic Light
- Disobey Stop Sign
- Drove W/Suspended
- Failed to Stop/Distance
- Failed to Yield
- Improper Lane Use
- Improper Turn
- No Proof/Insurance
- OWI Accident
- Parking
- Prowling
- Expired Plates
- Speeding

### SEPTEMBER OFFENSE SUMMARY

- Trespassing
- Burglary
- Family Offenses
- Fraud
- Intimidation/Stalking
- Damage to Property
- Drug Offense
- Vehicle Theft
- Obstructing Police
- Larceny



# Walled Lake Fire Department Monthly Report

## September 2016

October 11, 2016

TO: L. Dennis Whitt-City Manager

FROM: James Coomer- Fire Chief

RE: Summary of Fire Activities for the Month of September 2016

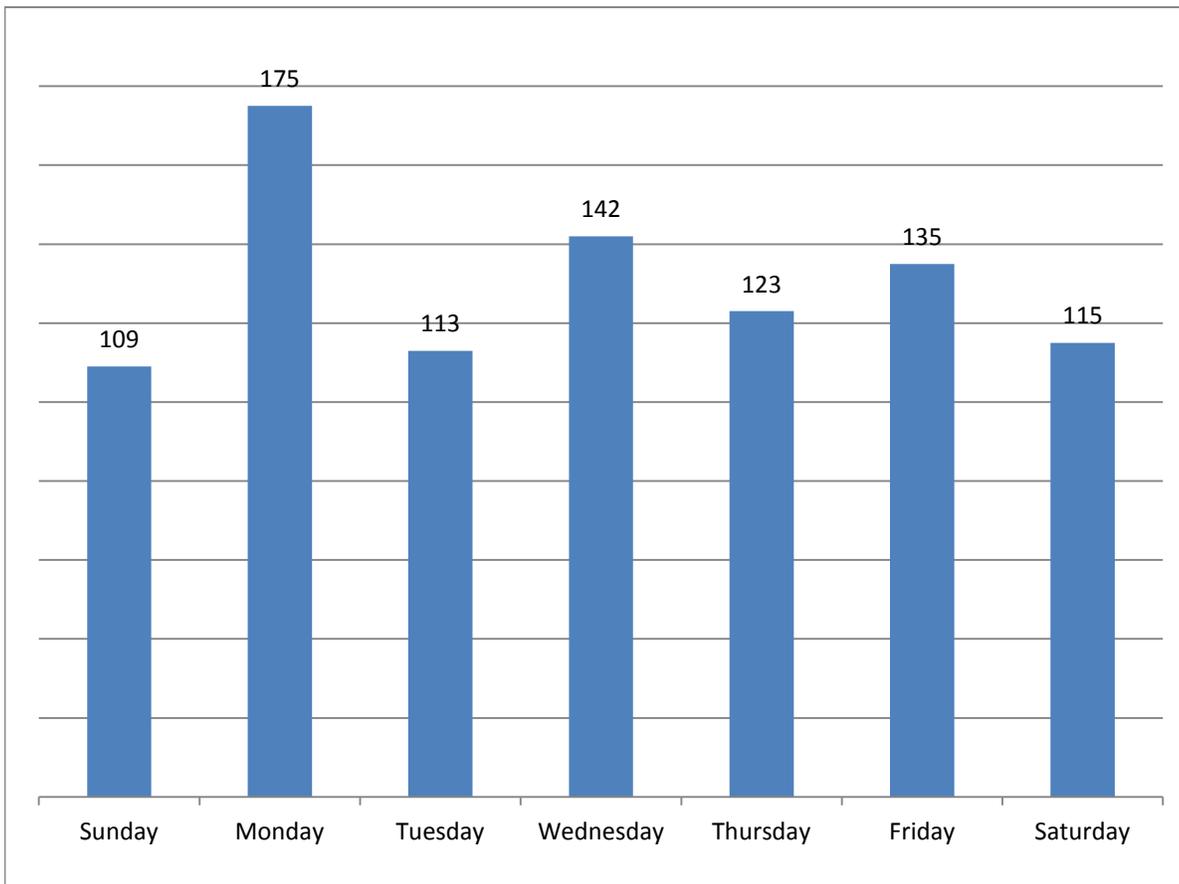
Attached you will find a report of activities as they relate to the Walled Lake Fire Department for the Month of September 2016.

- New Ambulance has been placed in service with the new stretcher purchased last month. Michigan Department of Health and Human Services will perform a general inspection in the next 30 days to verify ambulance compliance.
- Firefighters were instructed this month in the protocol for administering epinephrine with syringes instead of the costly auto-injector EPIPens. We use this life saving procedure when a person experiences anaphylactic shock caused by insect bites or food allergies.
- Firefighters have completed painting fire hydrants for the season. Blue reflective tape has been installed around the top of the hydrant for better visibility at night.
- Firefighters completed Oakland County Homeland Security Active Shooter computer based training (CBT) program.
- Probationary Firefighter's Ted Dearing and Zach Bryce graduated from the Highland Township 300 hour fire academy this month.
- Probationary Firefighter Tim McFerran is enrolled at Farmington Hills Fire Department Emergency Medical Technician program.
- October is Fire Prevention month. Firefighters are attending our elementary schools and teach children about fire safety.

**WALLED LAKE FIRE DEPARTMENT  
INCIDENT STATISTICS  
SEPTEMBER 2016**

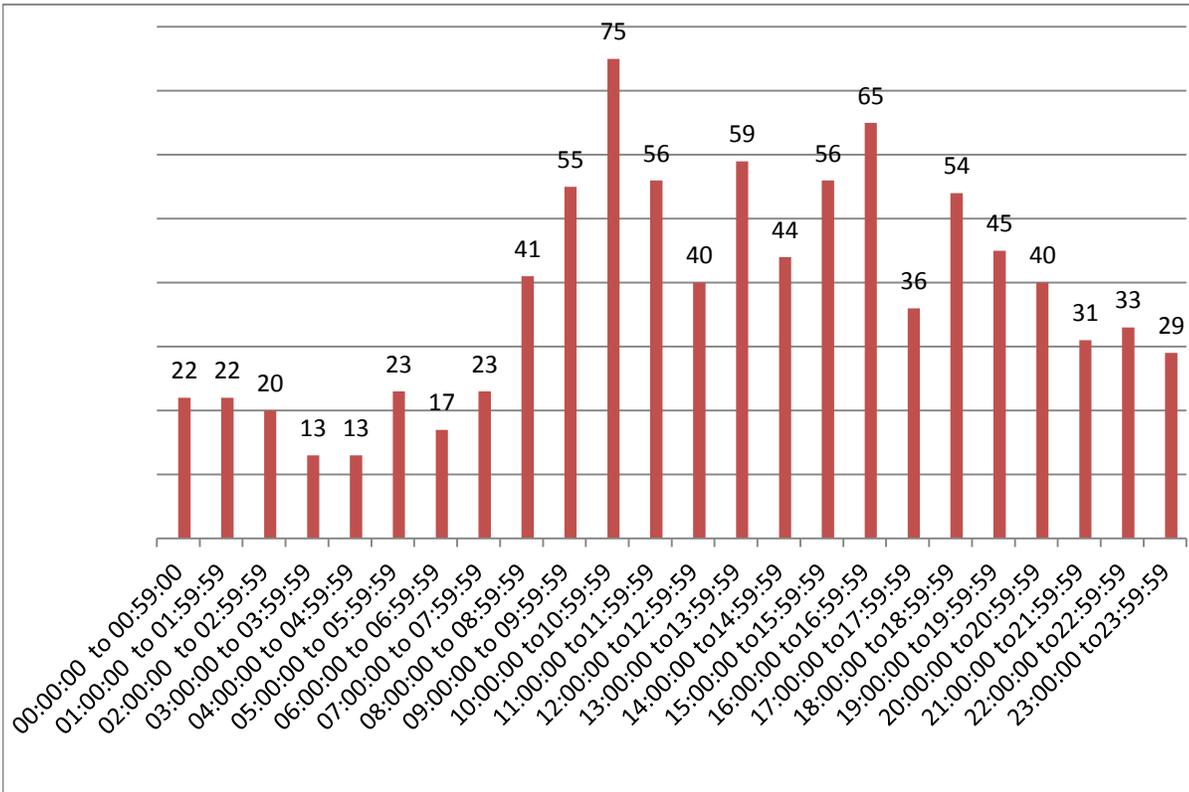
<b>INCIDENT TYPE</b>	<b>September</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>
TOTAL INCIDENTS	64	694	896	822
TOTAL APPARATUS RESPONSES	113	1088	1224	1175
FIRE	2	32	38	33
EMS/Rescue	35	364	485	506
Service Call	16	111	56	51
Good intent	2	109	240	202
False Calls	9	71	77	90
Ambulance transports	9	63	91	255
<b>Mutual Aid information</b>				
Auto Aid Given	1	8	15	18
Auto-Aid Received	2	9	5	17
Mutual Aid Given	2	22	17	21
Mutual Aid Received	1	12	7	5
<b>Response Time/Staff</b>				
Average Response Time	3:29	3:54	4:38	4:42
Average Staff Per Call	4.73	3.87	3.7	4.6

**Incident by day of Week for past 12 months 9/30/2015 through 9/30/2016**

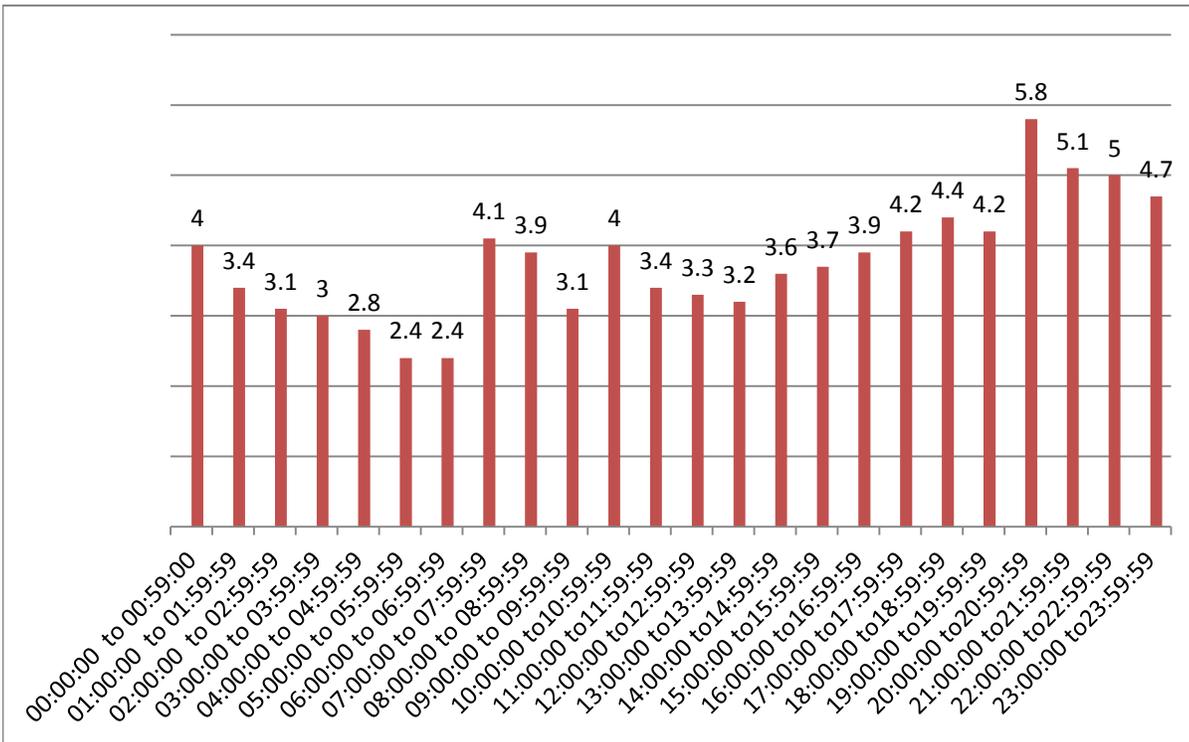


**WALLED LAKE FIRE DEPARTMENT  
INCIDENT STATISTICS  
SEPTEMBER 2016**

**Incident by time of Day for past 12 months 9/30/2015 through 9/30/2016**



**Average Firefighter response for past 12 months 9/30/2015 through 9/30/2016**



**WALLED LAKE FIRE DEPARTMENT  
INCIDENT TYPE  
JANUARY 1, 2016 THROUGH SEPTEMBER 30, 2016**

TYPE OF CALL	TOTAL	PERCENT
111 - Building fire	19	2.74%
113 - Cooking fire, confined to container	2	0.29%
118 - Trash or rubbish fire, contained	1	0.14%
131 - Passenger vehicle fire	3	0.43%
140 - Natural vegetation fire, other	1	0.14%
143 - Grass fire	1	0.14%
150 - Outside rubbish fire, other	2	0.29%
151 - Outside rubbish, trash or waste fire	1	0.14%
154 - Dumpster or other outside trash receptacle fire	1	0.14%
162 - Outside equipment fire	1	0.14%
<b>Total - Fires</b>	<b>32</b>	<b>4.62%</b>
311 - Medical assist, assist EMS crew	1	0.14%
321 - EMS call, excluding vehicle accident with injury	333	47.84%
322 - Vehicle accident with injuries	17	2.45%
323 - Motor vehicle/pedestrian accident (MV Ped)	3	0.43%
324 - Motor vehicle accident with no injuries	9	1.30%
350 - Extrication, rescue, other	1	0.14%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>	<b>364</b>	<b>52.46%</b>
410 - Flammable gas or liquid condition, other	1	0.14%
411 - Gasoline or other flammable liquid spill	1	0.14%
412 - Gas leak (natural gas or LPG)	8	1.15%
413 - Oil or other combustible liquid spill	1	0.14%
424 - Carbon monoxide incident	4	0.58%
442 - Overheated motor	1	0.14%
444 - Power line down	9	1.30%
<b>Total - Hazardous Conditions (No fire)</b>	<b>25</b>	<b>3.61%</b>
500 - Service Call, other	4	0.58%
510 - Person in distress, other	2	0.29%
511 - Lock-out	2	0.29%
520 - Water problem, other	3	0.43%
522 - Water or steam leak	1	0.14%
540 - Animal problem, other	1	0.14%
542 - Animal rescue	2	0.29%
550 - Public service assistance, other	7	1.01%
551 - Assist police or other governmental agency	4	0.58%
552 - Police matter	10	1.30%
553 - Public service	24	3.46%
554 - Assist invalid	72	10.37%
561 - Unauthorized burning	9	1.30%
571 - Cover assignment, standby, moveup	11	1.59%
<b>Total - Service Call</b>	<b>152</b>	<b>21.82%</b>
600 - Good intent call, other	17	2.45%
611 - Dispatched & cancelled en route	9	1.30%
622 - No incident found on arrival at dispatch address	4	0.58%
631 - Authorized controlled burning	1	0.14%
651 - Smoke scare, odor of smoke	13	1.87%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.14%
<b>Total - Good Intent Call</b>	<b>45</b>	<b>6.50%</b>
700 - False alarm or false call, other	1	0.14%
7001 - False Alarm - Medical	36	5.19%
7002 - False Alarm - Fire	4	0.58%
7003 - False Alarm - Cancelled en route	1	0.14%
730 - System malfunction, other	2	0.29%
731 - Sprinkler activation due to malfunction	1	0.14%
733 - Smoke detector activation due to malfunction	4	0.58%
735 - Alarm system sounded due to malfunction	7	1.01%
736 - CO detector activation due to malfunction	1	0.14%
740 - Unintentional transmission of alarm, other	12	1.73%
741 - Sprinkler activation, no fire - unintentional	1	0.14%
<b>Total - False Alarm &amp; False Call</b>	<b>70</b>	<b>10.12%</b>
9001 - Dispatch Error	6	0.86%
<b>Total - Special Incident Type</b>	<b>6</b>	<b>0.87%</b>
<b>TOTAL</b>	<b>694</b>	<b>100.00%</b>

**WALLED LAKE FIRE DEPARTMENT  
APPARATUS AND EQUIPMENT  
SEPTEMBER 2016**

Apparatus	Mileage	Last Month	Total Miles	YTD Miles
Utility 1	42,859	42,265	594	3394
Rescue 1	24,419	24,302	117	377
Squad 1	1,600	1,400	200	1600
Engine 23	31,915	31,854	61	657
Ladder 1	28,256	28,227	29	642

**Apparatus**

Rescue 1 six year old batteries replaced with new batteries.  
New ambulance arrived and transferred equipment from old ambulance.  
Prepping old ambulance to sell.  
Daily and weekly equipment checks performed on apparatus.

**Radios**

Mobile radio removed from old ambulance and placed in new ambulance.  
One prep radio sent in for repair.  
Weekly battery maintenance performed on prep radios.

**Equipment**

New Stretcher cot received from Stryker and placed in service.  
New pole stretcher received and placed in service.  
Annual testing of apparatus ground ladders.  
Annual pressure testing of all apparatus fire hose.  
Two positive pressure fans repaired in house.  
K-12 Cut-off saw repaired in house.

**Training**

Wednesday 9/14/2016 09:00 and 19:00 hrs Vehicle extrication exercise with Jaws of Life.  
Sunday 9/25/2016 09:00 Epinephrine (EPI) injection training.  
Oakland County Homeland Security Active shooter 4 hour online course-100% compliant.  
One probationary firefighter attending Farmington Hills EMT course.  
Two Firefighters graduated from Highland Township Fire Academy.

**SEPTEMBER 2016 FIRE INSPECTION**

Fire Inspection	1035 Villa Dr		Villa Apts		
Fire Inspection	126 Ferland		Annabells Cooking		
Fire Inspection	105 Liberty		Geelhood Marine		
Fire Inspection	1123 E. West Maple		Watkins Flowers		
Re- Inspection	174 E. West Maple		Mobil gas station		
Plan review	1186 E. West Maple		Maple Coney Island		
Fire Investigation	181 Lake Village Dr		Lake Village Condos		
Fire inspection	1546 Oakgrove		Oakgrove Sub		
Total inspections this month		6			
Total inspection this year		41			
Total re-inspection this month		1			
Total re-inspections this year		13			
Violations noted this month		16			
Violations noted this year		113			
Violations corrected this month		8			
Violations corrected this year		39			



**DEPARTMENT OF  
PLANNING & DEVELOPMENT**

CITY OF WALLED LAKE, MICHIGAN  
1499 E. WEST MAPLE  
WALLED LAKE, MI 48390  
(248) 624-4847

L. DENNIS WHITT  
CITY MANAGER

JIM WRIGHT  
CONSULTANT BUILDING  
OFFICIAL

JEFF RONDEAU  
CODE ENFORCEMENT

[jrondeau@walledlake.com](mailto:jrondeau@walledlake.com)

Ordinance Enforcement Status Report September 2016

October 3, 2016

Communicating with property owner about parking lot screening told it would be done early October.

Communicated with apartment complex maintenance company, several issues will be resolved by 1<sup>st</sup> week in October.

Letter written to property owner about open roof at residential property, I talked to her 10-3-16 I was told repairs would be made by the end of the week. I will monitor. Letter sent and door red tagged as notice.

Two fence inspections approved

Soil erosion inspections kept current

Resident complaint about people dropping stuff at Salvation Army on Sunday, when they are closed. Asked manager to change sign showing closed on Sunday, it's gotten much better.

Nine vehicles red tagged and all removed or licensed

Resident with appearance citation removed his inoperable truck 24 hours before court contacted attorney and dismissed case

Resident with appearance citation removed boat 10 days before court date asked attorney to dismiss as well

Asked resident to cleanup dog waste and cut grass after neighbor complaint they complied

After several complaints about overgrown bushes owner hired contractor to remove them at rental property

Landscaper given several lawns to cut well above 8" per ordinance

Stop work at Walled lake commons, expansion of existing business, without any required permits. And asked them to remove dumpster

Resident asked to remove boat trailer from vacant lot, I will monitor, not 10 days yet

Resident asked to remove lettered business trailer from driveway he complied

Red tagged residence after complaints about auto repair business in garage, found 4 cars unlicensed they have been removed and I will monitor.

Local store owner with several unlicensed vehicles in lot, all red tagged and now removed.

Two stop work orders issued concerning improper soil erosion control measures. One now in compliance, the other is still at a stop until repairs are made.

Jeffrey J. Rondeau  
Ordinance Enforcement Officer City of Walled Lake



# City of Walled Lake

October 18, 2016

## GOVERNMENT WIDE EXPENDITURES

CHECK NUMBERS: 110183 - 110274  
ACH PAYMENTS: September 2016

	<u>Checks</u>	<u>ACH</u>	<u>Total</u>
GENERAL FUND	155,921.46	-	155,921.46
MAJOR ROADS FUND			-
LOCAL ROADS FUND			-
DRUG FORFEITURE	3,580.66		3,580.66
LIBRARY FUND	3,572.75		3,572.75
DEBT SERVICE FUND			-
DDA FUND			-
TRANSPORTATION FUND	4,705.50		4,705.50
REFUSE FUND			-
WATER & SEWER FUND	252,096.21		252,096.21
TRUST AND AGENCY	10,857.23		10,857.23
ACCRUED INSURANCE LIABILITIES	3,609.81	41,206.79	44,816.60
RETIREE HEALTH CARE	1,928.26	6,602.91	8,531.17
<b>VENDOR EXPENDITURES</b>	<b>436,271.88</b>	<b>47,809.70</b>	<b>484,081.58</b>

**WARRANT REPORT 10-2016**

**PAGE 2 OF 2**

DEPARTMENT	TOTAL	
	OVERTIME	PAY IN LIEU
City Manager	\$ -	\$ -
Finance	\$ -	\$ -
General	\$ 348.27	\$ -
Clerk	\$ -	\$ -
Transportation	\$ -	\$ -
Police	\$ 3,701.68	\$ 600.00
Fire	\$ 919.33	\$ 55.00
Public Works	\$ 1,888.14	\$ -
Library	\$ -	\$ -
	<b>\$ 6,857.42</b>	<b>\$ 655.00</b>
EXPENSE ALLOWANCE/REIMBURSEMENTS	\$ 4,513.86	
SALARY & WAGES	\$ 189,648.67	
PAY IN LIEU	\$ 655.00	
OVERTIME	\$ 6,857.42	
	<b>\$ 201,674.95</b>	
EMPLOYER FICA	\$ 14,666.86	
EMPLOYER PENSION	\$ 45,185.06	
EMPLOYER OPEB	\$ 2,571.00	
	<b>\$ 62,422.92</b>	
<b>PERSONNEL EXPENDITURES</b>	<b>\$ 264,097.87</b>	
<b>VENDOR EXPENDITURES</b>	<b>\$ 484,081.58</b>	
<b>October 18, 2016</b>	<b>REPORTED EXPENDITURES</b>	<b>\$ 748,179.45</b>

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE  
 CHECK NUMBER 110183 - 110274  
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 101 GENERAL FUND									
09/19/2016	PAYAB	110183*#	19115	ALLIANCE WINDOW CLEANING	SERVICE - WINDOW CLEANING	934-000	218	150.00	
09/19/2016	PAYAB	110184	COS082616	CAPITAL ONE COMMERCIAL	(COSCT STATEMENT - 08/02/2016 - 08/26/16	728-000	218	299.98	
09/19/2016	PAYAB	110186	DTE073116-4377	DTE ENERGY	UTILITY - 07/01/16 - 07/31/16	924-000	448	3,576.34	
09/19/2016	PAYAB	110187	DTE081116-6550	DTE ENERGY	UTILITY - 07/14/16 - 08/11/16	924-000	448	768.91	
09/19/2016	PAYAB	110188#	327-137525	GLENDALE AUTO SUPPLY	VEHICLE MAINT.	939-000	300	260.97	
			03270137581		PARTS/SUPPLIES	728-000	441	36.95	
			327-136973		PARTS/SUPPLIES	933-000	441	9.89	
				CHECK PAYAB 110188 TOTAL FOR				<u>307.81</u>	
09/19/2016	PAYAB	110189	16-041	HEINOWSKI APPRAISAL & CONSULT	APPRAISAL -- 1124 E. W. MAPLE	817-001	211	3,250.00	
09/19/2016	PAYAB	110191#	WLS081816	WALLED LAKE SCHOOL EMP FCU	STATEMENT - 08/25/2016 - 08/18/2016	806-000	212	129.00	
			WLS081816		STATEMENT - 08/25/2016 - 08/18/2016	958-000	212	133.00	
			WLS081816		STATEMENT - 08/25/2016 - 08/18/2016	936-000	218	184.39	
			WLS081816		STATEMENT - 08/25/2016 - 08/18/2016	958-000	253	290.00	
			WLS081816		STATEMENT - 08/25/2016 - 08/18/2016	933-000	335	29.95	
			WLS081816		STATEMENT - 08/25/2016 - 08/18/2016	933-000	335	10.95	
			WLS081816		STATEMENT - 08/25/2016 - 08/18/2016	933-050	335	314.09	
			WLS081816		STATEMENT - 08/25/2016 - 08/18/2016	971-000	335	508.77	
				CHECK PAYAB 110191 TOTAL FOR				<u>1,600.15</u>	
09/19/2016	PAYAB	110192	SUN090716	WALLED LAKE SUNOCO AUTO	SERVIGAS & OIL	732-000	441	222.66	
09/19/2016	PAYAB	110193		NIMBLE SYSTEMS	MIGRATION EMAIL AND LABOR	DOWNPAYME	936-000	218	5,500.00
09/23/2016	PAYAB	110194*#	ATT090416-3917	AT&T	UTILITY = 08/05/16 - 09/04/16	920-000	218	1,467.51	
			ATT090416-3917		UTILITY = 08/05/16 - 09/04/16	920-000	253	391.34	
			ATT090416-3917		UTILITY = 08/05/16 - 09/04/16	920-000	300	978.34	
			ATT090416-3917		UTILITY = 08/05/16 - 09/04/16	920-000	335	293.50	
			ATT090416-3917		UTILITY = 08/05/16 - 09/04/16	920-000	371	1,467.51	
			ATT090416-3917		UTILITY = 08/05/16 - 09/04/16	920-000	441	489.17	
				CHECK PAYAB 110194 TOTAL FOR				<u>5,087.37</u>	
09/23/2016	PAYAB	110195*#	ATT090416-9676	AT&T	UTILITY - 09/04/16 - 10/03/16	920-000	218	90.55	
			ATT090416-9676		UTILITY - 09/04/16 - 10/03/16	920-000	253	24.15	
			ATT090416-9676		UTILITY - 09/04/16 - 10/03/16	920-000	300	60.87	

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE  
 CHECK NUMBER 110183 - 110274  
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 101 GENERAL FUND									
			ATT090416-9676		UTILITY - 09/04/16 - 10/03/16	920-000	335	18.11	
			ATT090416-9676		UTILITY - 09/04/16 - 10/03/16	920-000	371	90.55	
			ATT090416-9676		UTILITY - 09/04/16 - 10/03/16	920-000	441	30.18	
			CHECK PAYAB 110195 TOTAL FOR						<u>313.91</u>
09/23/2016	PAYAB	110196	ATT081716-0192	AT&T MOBILITY	UTILITY - 07/18/16 - 08/17/16	920-000	300	31.92	
09/23/2016	PAYAB	110198	128978		CERTIFIED OVERHEAD DOOR SERVICE	933-000	300	296.00	
09/23/2016	PAYAB	110199	COM090316-6938	COMCAST	UTILITY - INTERNET 09/16/2016 / 10/	920-000	335	196.84	
09/23/2016	PAYAB	110201*#	1226325	MADISON NATIONAL LIFE INSURAN	INSURANCE - OCTOBER, 2016	718-000	300	328.00	
09/23/2016	PAYAB	110202*#	SPE081516	SPEEDWAY SUPERAMERICA LLC	GAS AND OIL - 07/19/16 - 08/15/16	732-000	172	64.52	
			SPE081516		GAS AND OIL - 07/19/16 - 08/15/16	732-000	300	1,609.65	
			SPE081516		GAS AND OIL - 07/19/16 - 08/15/16	732-000	371	33.07	
			SPE081516		GAS AND OIL - 07/19/16 - 08/15/16	732-000	441	360.56	
			CHECK PAYAB 110202 TOTAL FOR						<u>2,067.80</u>
09/23/2016	PAYAB	110203	8455	SUPER CAR WASH SYSTEMS	SERVICE- AUGUST, 2016	939-000	300	42.00	
09/26/2016	PAYAB	110204	REFILL092616	PITNEY BOWES RESERVE ACCOUNT	POSTAGE METER REFILL	008-000	000	3,500.00	
09/26/2016	PAYAB	110205	SEC092616	SECRET WARDLE LYNCH ET AL	MONTHLY RETAINER - OCTOBER, 2016	817-000	210	3,300.00	
09/29/2016	PAYAB	110206	175151	SHUMAN MOTOR SALES	BUCKET TRUCK	981-001	900	20,000.00	
09/30/2016	PAYAB	110208	201093381674	CONSUMERS ENERGY	HEAT - 08/11/16 - 09/12/16	922-000	335	58.39	
09/30/2016	PAYAB	110209	201360303552	CONSUMERS ENERGY	HEAT - 08/11/16 - 09/12/16	922-000	218	64.30	
09/30/2016	PAYAB	110211	DTE091316-0111	DTE ENERGY	UTILITY - 08/12/16 - 09/13/16	921-000	300	876.52	
09/30/2016	PAYAB	110213	DTE091316-0293	DTE ENERGY	UTILITY - 07/14/16 - 09/13/16	921-000	690	34.92	
09/30/2016	PAYAB	110216	DTE-091316-0053	DTE ENERGY	UTILITY - 06/15/16 - 09/13/16	921-000	690	34.32	
09/30/2016	PAYAB	110217	DTE091316-0145	DTE ENERGY	UTILITY - 08/12/16 - 09/13/16	924-000	448	79.57	
09/30/2016	PAYAB	110218	DTE091316-0019	DTE ENERGY	UTILITY - 08/12/16 - 09/13/16	921-000	441	1,050.22	
09/30/2016	PAYAB	110220	DTE091316-0017	DTE ENERGY	UTILITY - 08/12/16 - 09/13/16	921-000	218	474.86	
09/30/2016	PAYAB	110221	DTE091316-0087	DTE ENERGY	UTILITY - 08/12/16 - 09/13/16	921-000	732	30.76	
09/30/2016	PAYAB	110222	DTE091416-0061	DTE ENERGY	UTILITY - 08/16/16 - 09/14/16	921-000	732	16.79	
09/30/2016	PAYAB	110223	DTE091316-0285	DTE ENERGY	UTILITY - 08/12/16 - 09/13/16	921-000	335	806.85	

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE  
 CHECK NUMBER 110183 - 110274  
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 101 GENERAL FUND									
09/30/2016	PAYAB	110224#	LOWES 091716	LOWES BUSINESS ACCOUNT	STATEMENT - 08/29/16 - 009/15/16	932-000	218	18.82	
			LOWES 091716		STATEMENT - 08/29/16 - 009/15/16	933-000	335	3.48	
			LOWES 091716		STATEMENT - 08/29/16 - 009/15/16	728-000	441	8.09	
			LOWES 091716		STATEMENT - 08/29/16 - 009/15/16	728-000	441	114.96	
			CHECK PAYAB 110224 TOTAL FOR						145.35
09/30/2016	PAYAB	110225	MIC092916	STATE OF MICHIGAN	BLDG CODE - INSPECTOR	806-000	335	25.00	
09/30/2016	PAYAB	110226#	WLS091816	WALLED LAKE SCHOOL EMP FCU	STATEMENT - 08/19/16 - 09/18/16	936-000	218	24.18	
			WLS091816		STATEMENT - 08/19/16 - 09/18/16	936-001	218	15.89	
			WLS091816		STATEMENT - 08/19/16 - 09/18/16	958-000	253	290.00	
			WLS091816		STATEMENT - 08/19/16 - 09/18/16	728-000	262	31.80	
			WLS091816		STATEMENT - 08/19/16 - 09/18/16	958-001	300	325.00	
			WLS091816		STATEMENT - 08/19/16 - 09/18/16	920-000	335	347.71	
			CHECK PAYAB 110226 TOTAL FOR						1,034.58
10/03/2016	PAYAB	110227		DTE ENERGY	DTE CONVERSION TO U/G	970-001	900	48,411.12	
10/04/2016	PAYAB	110228	DTE0051316-6550	DTE ENERGY	UTILITY - STREEETLIGHTS -04/15/16 -	924-000	448	955.63	
10/04/2016	PAYAB	110229	DTE061516-6550	DTE ENERGY	UTILITY - STREETLIGHTS 05/14/16 -	0924-000	448	964.40	
10/04/2016	PAYAB	110230	DTE	DTE ENERGY	UTILITY - STREETLIGHT 08/12/16 -	09924-000	448	1,120.83	
10/05/2016	PAYAB	110232*#		WALLED LAKE CLERKS PETTY CASH	MISCELLANEOUS	695-000	000	(0.40)	
					OFFICE SUPPLIES	727-000	218	6.99	
					POSTAGE	727-001	262	20.33	
					OPERATING SUPPLIES	728-000	262	195.51	
					POSTAGE	727-001	300	20.00	
					OPERATING SUPPLIES	728-000	300	66.47	
					POSTAGE	727-001	335	81.93	
					OPERATING SUPPLIES	728-000	335	70.15	
					EDUCATION & TRAINING	958-000	335	35.00	
			CHECK PAYAB 110232 TOTAL FOR						495.98
10/07/2016	PAYAB	110233#	61990	ALLIE BROTHERS INC	UNIFORMS	731-000	300	213.96	
			61842		UNIFORMS	731-000	300	423.43	
			61852		UNIFORMS	731-000	300	417.93	
			61863		UNIFORMS	731-000	300	89.98	
			61926		UNIFORMS	731-000			

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE  
 CHECK NUMBER 110183 - 110274  
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
CHECK PAYAB 110233 TOTAL FOR								1,633.27
10/07/2016	PAYAB	110234	684257	ARBOR PROFESSIONAL SOLUTIONS	AMBULANCE COLLECTIONS	733-000	335	34.72
10/07/2016	PAYAB	110236*#	28479187	BELLE TIRE	VEHICLE MAINT.	939-000	300	257.26
			28241261		VEHICLE MAINT.	939-000	441	317.04
CHECK PAYAB 110236 TOTAL FOR								574.30
10/07/2016	PAYAB	110238*#	253805	CANFIELD EQUIPMENT SERVICE, I	PARTS/SUPPLES	939-000	300	476.00
			253928		RADIO SERVICE	851-000	335	1,150.50
			253897		RADIO SERVICE	851-000	335	446.25
CHECK PAYAB 110238 TOTAL FOR								2,072.75
10/07/2016	PAYAB	110239	COS092616	CAPITAL ONE COMMERCIAL (COSCT	STATEMENT - 09/12/16 - 09/25/16	727-000	218	29.90
			COS092616		STATEMENT - 09/12/16 - 09/25/16	727-000	218	78.86
CHECK PAYAB 110239 TOTAL FOR								108.76
10/07/2016	PAYAB	110240	23D1096479	CLIA LABORATORY PROGRAM	CERTIFICATE FEE - 03/05/17 - 03/04/19	729-000	335	150.00
10/07/2016	PAYAB	110241	COM090316-1073	COMCAST	UTILITY	920-000	335	25.47
10/07/2016	PAYAB	110242	DTE092116-0210	DTE ENERGY	ELECTRIC - 06/22/16 - 09/21/16	921-000	335	44.82
10/07/2016	PAYAB	110243	DTE083116-4377	DTE ENERGY	ELECTRIC - 08/01/16 - 08/31/16	921-000	448	3,762.52
10/07/2016	PAYAB	110244	MA97201	GALLAGHER FIRE EQUIPMENT CO	EQUIP. MAINT.	933-000	441	36.00
10/07/2016	PAYAB	110245	9223518250	GRAINGER	EQUIP. MAINT.	933-000	335	16.56
			9224121260		EQUIPMENT MAINT.	933-000	335	92.72
			9223518243		EQUIP. MAINT.	933-000	335	33.12
CHECK PAYAB 110245 TOTAL FOR								142.40
10/07/2016	PAYAB	110246*#	HOM091916	HOME DEPOT CREDIT SERVICES	STATEMENT - 08/20/16 - 09/19/16	728-000	441	29.74
			HOM091916		STATEMENT - 08/20/16 - 09/19/16	933-000	441	18.89
			HOM091916		STATEMENT - 08/20/16 - 09/19/16	934-000	441	34.97
CHECK PAYAB 110246 TOTAL FOR								83.60
10/07/2016	PAYAB	110247	3161522	J & B MEDICAL SUPPLY	SUPPLIES	728-000	335	63.63
10/07/2016	PAYAB	110248	445413	KNIGHTS AUTO SUPPLY INC	VEHICLE MAINT.	939-000	335	141.25

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE  
 CHECK NUMBER 110183 - 110274  
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
			445422		VEHICLE MAINT. - CREDIT	939-000	335	(81.00)
					CHECK PAYAB 110248 TOTAL FOR			<u>373.29</u>
10/07/2016	PAYAB	110249	MIC100616	MICHIGAN DEPT. OF HEALTH & HUAMBULANCE LICENSE		729-000	335	25.00
10/07/2016	PAYAB	110251	037332	NOVI CAR & TRUCK ACC.	VEHICLE MAINT.	939-000	300	195.00
			037324		VEHICLE MAINT.	939-000	300	195.00
					CHECK PAYAB 110251 TOTAL FOR			<u>390.00</u>
10/07/2016	PAYAB	110252	PB2016-0116	TRADEMARK PROPERTIES OF MICHIPERMIT REFUND		457-000	000	108.75
10/07/2016	PAYAB	110253	141541	UNITEX DIRECT	UNIFORMS - M. SMITH	731-000	335	179.96
			141553		UNIFORMS - DEARING/MCFARLAND	731-000	335	26.00
			141928		UNIFORMS - B. MURRAY	731-000	335	36.99
			141940		UNIFORMS - EBERLEIN	731-000	335	36.99
					CHECK PAYAB 110253 TOTAL FOR			<u>279.94</u>
10/07/2016	PAYAB	110254	E1497253	WITMER PUBLIC SAFETY INC	UNIFORMS	731-000	335	707.99
10/10/2016	PAYAB	110256#	108240	BOSS ENGINEERING	ENGINEERING SERVICES - 07/01/16 - 07930-000	445		4,100.00
			108240		ENGINEERING SERVICES - 07/01/16 - 07930-000	445		700.00
			108375		ENGINEERING SERVICES - 08/02/16 - 0930-000	445		3,400.00
			108477		ENGINEERING ERVICES - 09/01/16 - 09930-000	445		1,300.00
			108240		ENGINEERING SERVICES - 07/01/16 - 07820-000	801		400.00
			108375		ENGINEERING SERVICES - 08/02/16 - 0820-000	801		800.00
			108477		ENGINEERING ERVICES - 09/01/16 - 09820-000	801		800.00
			108240		ENGINEERING SERVICES - 07/01/16 - 07970-001	900		700.00
			108491		ENGINEERING SERVICES - 08/24/16 - 0970-001	900		10,418.72
			108374		ENGINEERING SERVICES - 08/01/16 - 0970-001	900		2,120.00
					CHECK PAYAB 110256 TOTAL FOR			<u>24,738.72</u>
10/10/2016	PAYAB	110257	COM0922161099	COMCAST	SERVICES - 10/05/16 - 11/04/16	920-000	300	8.51
10/10/2016	PAYAB	110259*#	SPE091816	SPEEDWAY SUPERAMERICA LLC	GAS & OIL - 08/16/16 - 09/18/16	732-000	172	106.46
			SPE091816		GAS & OIL - 08/16/16 - 09/18/16	732-000	300	1,235.73
			SPE091816		GAS & OIL - 08/16/16 - 09/18/16	732-000	371	100.81
			SPE091816		GAS & OIL - 08/16/16 - 09/18/16	732-000	441	513.79
					CHECK PAYAB 110259 TOTAL FOR			<u>1,956.79</u>

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE  
 CHECK NUMBER 110183 - 110274  
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND								
10/10/2016	PAYAB	110262	9772566600	VERIZON WIRELESS	PHONES - 08/24/16 - 09/23/16	920-000	335	98.45
			9770904388		PHONES - 07/24/16 - 08/23/16	920-000	335	98.45
				CHECK PAYAB 110262 TOTAL FOR				196.90
10/12/2016	PAYAB	110263	643665-2016	21ST CENTRY MEDIA - MICHIGAN	ADVERTISING - MARKET DAY	890-000	690	520.00
10/12/2016	PAYAB	110264*#	19338	ALLIANCE WINDOW CLEANING	SERVICE - WINDOW CLEANING	934-000	218	150.00
10/12/2016	PAYAB	110265	ATT091716-0192	AT&T MOBILITY	UTILITY - 08/18/16 - 09/17/16	920-000	300	31.92
10/12/2016	PAYAB	110266	6664	CRG ELECTRIC LLC	SERVICE - ELECTRICAL	934-000	300	611.70
10/12/2016	PAYAB	110267	WIT092616	JAY S WITHERELL	SERVICE - EVALUATION - E. TALIA	829-000	300	400.00
10/12/2016	PAYAB	110268*#	02410301478	MURRAYS DISCOUNT AUTO STORES	PARTS/SUPPLIES	939-000	300	10.71
			02410300458		PARTS/SUPPLIES	933-000	335	14.90
			02410301278		PARTS/SUPPLIES	933-000	335	20.72
			02410303164		PARTS/SUPPLIES	933-000	335	11.76
			02410299924		PARTS/SUPPLIES	728-000	441	45.59
				CHECK PAYAB 110268 TOTAL FOR				103.68
10/12/2016	PAYAB	110270*#	CHCS323379	SHUMAN MOTOR SALES	VEHICLE MAINT.	939-000	300	35.80
			CHCS323825		VEHICLE MAINT.	939-000	300	387.75
			CHCS324151		VEHICLE MAINT.	939-000	300	293.90
			CHCS324343		VEHICLE MAINT.	939-000	300	36.75
			CHCS324615		VEHICLE MAINT.	939-000	300	38.54
			CHCS322697		VEHICLE MAINT.	939-000	300	546.54
				CHECK PAYAB 110270 TOTAL FOR				1,339.28
10/12/2016	PAYAB	110271	STA092316	STAPLES	PARTS/SUPPLIES	727-000	218	63.98
			STA092316		PARTS/SUPPLIES	727-000	218	13.29
				CHECK PAYAB 110271 TOTAL FOR				77.27
10/12/2016	PAYAB	110272	WLDLKP-147	WIXOM POLICE DEPARTMENT	SERVICE - LODGING JUL-SEPT, 2016	814-001	300	450.00
10/13/2016	PAYAB	110274	NIM093016	NIMBLE SYSTEMS	COOMPUTER HARDWARE - SERVER	980-001	900	7,200.00
				Total for fund 101 GENERAL FUND				155,921.46
Fund: 265 DRUG FORFEITURE FUND								
10/05/2016	PAYAB	110231		WALLED LAKE CLERKS PETTY CASH	NARCOTICS DRUG ENFORCEMENT	808-001	400	1,100.00

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE  
 CHECK NUMBER 110183 - 110274  
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 265 DRUG FORFEITURE FUND								
10/07/2016	PAYAB	110236*#	28459205	BELLE TIRE	VEHICLE MAINT.	939-000	399	731.16
10/07/2016	PAYAB	110238*#	253805	CANFIELD EQUIPMENT SERVICE, I	PARTS/SUPPLIES	980-000	399	300.00
10/07/2016	PAYAB	110250*#	958953512-174	NEXTEL SPRINT	SPRINT PHONE SERVICE -08/08/2016 -	920-000	400	121.77
10/12/2016	PAYAB	110270*#	CHCS322110	SHUMAN MOTOR SALES	VEHICLE MAINT.	939-000	399	1,327.73
Total for fund 265 DRUG FORFEITURE FUND								3,580.66
Fund: 271 LIBRARY FUND								
09/19/2016	PAYAB	110183*#	19115	ALLIANCE WINDOW CLEANING	SERVICE - WINDOW CLEANING	934-000	738	15.00
09/23/2016	PAYAB	110194*#	ATT090416-3917	AT&T	UTILITY = 08/05/16 - 09/04/16	920-000	738	293.50
09/23/2016	PAYAB	110195*#	ATT090416-9676	AT&T	UTILITY - 09/04/16 - 10/03/16	920-000	738	18.11
09/30/2016	PAYAB	110210	201093381682	CONSUMERS ENERGY	HEAT - 08/11/16 - 09/12/16	922-000	738	16.57
09/30/2016	PAYAB	110219	DTE091216-0011	DTE ENERGY	UTILITY - 08/12/16 - 09/13/16	921-000	738	529.56
10/05/2016	PAYAB	110232*#		WALLED LAKE CLERKS PETTY CASH	POSTAGE	727-001	738	1.71
					PROGRAMMING	737-000	738	215.75
					PURCHASE OF PRINT MATERIALS	982-000	738	19.07
				CHECK PAYAB 110232 TOTAL FOR				<u>236.53</u>
10/07/2016	PAYAB	110235	2032229862	BAKER & TAYLOR	PARTS/SUPPLIES	982-000	738	17.34
			2032208093		PARTS/SUPPLIES	982-000	738	26.06
			2032261342		PARTS/SUPPLIES	982-000	738	6.69
				CHECK PAYAB 110235 TOTAL FOR				<u>50.09</u>
10/07/2016	PAYAB	110237	B4651287	BRODART CO	PARTS/SUPPLIES	982-000	738	1,410.23
10/10/2016	PAYAB	110258	SIP091916	SIPES, TIM	CLEANING SERVICE - SEPT., 2016	932-000	738	400.00
10/12/2016	PAYAB	110264*#	19338	ALLIANCE WINDOW CLEANING	SERVICE - WINDOW CLEANING	934-000	738	15.00
10/13/2016	PAYAB	110273	LOB091416	ALYSON LOBERT	REIMBURSEMENT - 07/28/16 - 09/09/16	737-000	738	11.15
			LOB091416		REIMBURSEMENT - 07/28/16 - 09/09/16	737-000	738	15.42
			LOB091416		REIMBURSEMENT - 07/28/16 - 09/09/16	737-000	738	26.50

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE  
 CHECK NUMBER 110183 - 110274  
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 271 LIBRARY FUND									
			LOB091416		REIMBURSEMENT - 07/28/16 - 09/09/16	737-000	738	5.98	
			LOB091416		REIMBURSEMENT - 07/28/16 - 09/09/16	737-000	738	8.05	
			LOB091416		REIMBURSEMENT - 07/28/16 - 09/09/16	737-000	738	2.98	
			LOB091416		REIMBURSEMENT - 07/28/16 - 09/09/16	737-000	738	54.73	
			LOB091416		REIMBURSEMENT - 07/28/16 - 09/09/16	869-000	738	17.70	
			LOB091416		REIMBURSEMENT - 07/28/16 - 09/09/16	869-000	738	19.04	
			LOB091416		REIMBURSEMENT - 07/28/16 - 09/09/16	869-000	738	53.65	
			LOB091416		REIMBURSEMENT - 07/28/16 - 09/09/16	869-000	738	125.44	
			LOB091416		REIMBURSEMENT - 07/28/16 - 09/09/16	869-000	738	247.52	
			CHECK PAYAB 110273 TOTAL FOR						588.16
			Total for fund 271 LIBRARY FUND						3,572.75
Fund: 588 TRANSPORTATION FUND									
09/23/2016	PAYAB	110194*#	ATT090416-3917	AT&T	UTILITY = 08/05/16 - 09/04/16	920-000	689	2,935.02	
09/23/2016	PAYAB	110195*#	ATT090416-9676	AT&T	UTILITY - 09/04/16 - 10/03/16	920-000	689	181.10	
09/23/2016	PAYAB	110202*#	SPE081516	SPEEDWAY SUPERAMERICA LLC	GAS AND OIL - 07/19/16 - 08/15/16	732-000	689	661.46	
10/07/2016	PAYAB	110250*#	958953512-174	NEXTEL SPRINT	SPRINT PHONE SERVICE -08/08/2016 -	920-000	689	83.63	
10/10/2016	PAYAB	110259*#	SPE091816	SPEEDWAY SUPERAMERICA LLC	GAS & OIL - 08/16/16 - 09/18/16	732-000	689	844.29	
			Total for fund 588 TRANSPORTATION FUND						4,705.50
Fund: 591 WATER AND SEWER FUND									
09/19/2016	PAYAB	110185	DTE091216-0046	DTE ENERGY	UTILITY - 08/11/16 - 09/12/16	921-000	265	11.60	
09/19/2016	PAYAB	110190#	WS3218	OAKLAND COUNTY WATER RES. COMMANT.	OF HURON-ROUGE S.D.S.	925-000	534	167,677.12	
			WS3218		MAINT. OF HURON-ROUGE S.D.S.	925-001	535	6,715.76	
			WS3218		MAINT. OF HURON-ROUGE S.D.S.	925-002	537	75,333.20	
			CHECK PAYAB 110190 TOTAL FOR						249,726.08
09/23/2016	PAYAB	110194*#	ATT090416-3917	AT&T	UTILITY = 08/05/16 - 09/04/16	920-000	265	1,467.51	
09/23/2016	PAYAB	110195*#	ATT090416-9676	AT&T	UTILITY - 09/04/16 - 10/03/16	920-000	265	90.55	
09/23/2016	PAYAB	110202*#	SPE081516	SPEEDWAY SUPERAMERICA LLC	GAS AND OIL - 07/19/16 - 08/15/16	732-000	265	152.49	

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE  
 CHECK NUMBER 110183 - 110274  
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 591 WATER AND SEWER FUND								
09/30/2016	PAYAB	110212	DTE091316-0244	DTE ENERGY	UTILITY - 08/12/16 - 09	921-000	265	47.68
09/30/2016	PAYAB	110214	DTE091316-0236	DTE ENERGY	UTILITY - 08/12/16 - 09/13/16	921-000	265	97.53
09/30/2016	PAYAB	110215	DTE091316-0012	DTE ENERGY	UTILITY - 08/114/16 - 09/13/16	921-000	265	43.40
10/05/2016	PAYAB	110232*#		WALLED LAKE CLERKS PETTY CASHEQUIPMENT MAINTENANCE		933-000	533	12.70
10/07/2016	PAYAB	110246*#	HOM091916 HOM091916	HOME DEPOT CREDIT SERVICES	STATEMENT - 08/20/16 - 09/19/16 STATEMENT - 08/20/16 - 09/19/16	728-000 728-000	533 533	45.77 95.76
CHECK PAYAB 110246 TOTAL FOR								141.53
10/10/2016	PAYAB	110259*#	SPE091816	SPEEDWAY SUPERAMERICA LLC	GAS & OIL - 08/16/16 - 09/18/16	732-000	265	160.56
10/12/2016	PAYAB	110268*#	02410301268 02410303706	MURRAYS DISCOUNT AUTO STORES	PARTS/SUPPLIES PARTS/SUPPLIES	728-000 728-000	265 533	70.57 74.01
CHECK PAYAB 110268 TOTAL FOR								144.58
Total for fund 591 WATER AND SEWER FUND								252,096.21
Fund: 701 TRUST AND AGENCY FUND								
09/29/2016	PAYAB	110207	SHU092816A	SHUMAN MOTOR SALES	ESCROW REFUND CASE 247	263-005	000	2,152.23
10/10/2016	PAYAB	110255	108372 108373 108476 108476 108476 108476 108373 108476	BOSS ENGINEERING	ENGINEERING SERVICES - 07/20/16 - 0264-001 ENGINEERING SERVICES - 07/05/16- 08264-014 ENGINEERING SERVICES - SEPT. 2016 264-014 ENGINEERING SERVICES - SEPT. 2016 264-018 ENGINEERING SERVICES - SEPT. 2016 264-018 ENGINEERING SERVICES - SEPT. 2016 264-018 ENGINEERING SERVICES - 07/05/16- 08264-033 ENGINEERING SERVICES - SEPT. 2016 264-033	000 000 000 000 000 000 000 000	1,300.00 250.00 250.00 650.00 525.00 100.00 450.00 450.00	
CHECK PAYAB 110255 TOTAL FOR								3,975.00
10/12/2016	PAYAB	110269	OAK1011016	OAKLAND COUNTY	MOBILE HOME TAX	222-004	000	4,730.00
Total for fund 701 TRUST AND AGENCY FUND								10,857.23
Fund: 705 ACCRUED INSURANCE LIABILITIES								
09/23/2016	PAYAB	110200*#	3323865	FIDELITY SECURITY LIFE INS/EY INSURANCE - SEPTEMBER, 2016		231-020	000	277.04
09/23/2016	PAYAB	110201*#	1226325	MADISON NATIONAL LIFE INSURAN INSURANCE - OCTOBER, 2016		231-019	000	1,492.16

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE  
 CHECK NUMBER 110183 - 110274  
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 705 ACCRUED INSURANCE LIABILITIES								
10/10/2016	PAYAB	110260*#	3674167	FIDELITY SECURITY LIFE	INS/EY INSURANCE - OCTOBER, 2016	231-020	000	277.04
10/10/2016	PAYAB	110261*#	KCL100116	KCL GROUP BENEFITS	INSURANCE - OCTOBER, 2016	231-017	000	1,563.57
Total for fund 705 ACCRUED INSURANCE LIABILITIE								3,609.81
Fund: 736 RETIREE HEALTH CARE FUND								
09/23/2016	PAYAB	110197	10012016	BENISTAR/UA - 6803	INSURANCE - OCTOBER, 2016	717-000	218	1,251.00
09/23/2016	PAYAB	110200*#	3323865	FIDELITY SECURITY LIFE	INS/EY INSURANCE - SEPTEMBER, 2016	717-000	218	87.68
10/10/2016	PAYAB	110260*#	3674167	FIDELITY SECURITY LIFE	INS/EY INSURANCE - OCTOBER, 2016	717-000	218	87.68
10/10/2016	PAYAB	110261*#	KCL100116	KCL GROUP BENEFITS	INSURANCE - OCTOBER, 2016	717-000	218	501.90
Total for fund 736 RETIREE HEALTH CARE FUND								1,928.26
TOTAL - ALL FUNDS								436,271.88

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

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE  
 CHECK DATE FROM 09/01/2016 - 09/30/2016  
 Banks: PAYAB

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 705 ACCRUED INSURANCE LIABILITIES								
09/01/2016	PAYAB	78 (E) *#		UNITED HEALTHCARE	ACCRUED MEDICAL INSURANCE	231-016	000	18,954.31
09/01/2016	PAYAB	79 (E) *#		MORGAN WHITE	ACCRUED MEDICAL INSURANCE	231-016	000	3,298.17
09/30/2016	PAYAB	80 (E) *#		UNITED HEALTHCARE	ACCRUED MEDICAL INSURANCE	231-016	000	18,954.31
Total for fund 705 ACCRUED INSURANCE LIABILITIE								41,206.79
Fund: 736 RETIREE HEALTH CARE FUND								
09/01/2016	PAYAB	78 (E) *#		UNITED HEALTHCARE	HOSPITALIZATION INSURANCE	717-000	218	3,131.49
09/01/2016	PAYAB	79 (E) *#		MORGAN WHITE	HOSPITALIZATION INSURANCE	717-000	218	339.93
09/30/2016	PAYAB	80 (E) *#		UNITED HEALTHCARE	HOSPITALIZATION INSURANCE	717-000	218	3,131.49
Total for fund 736 RETIREE HEALTH CARE FUND								6,602.91
TOTAL - ALL FUNDS								47,809.70
*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND								
# - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT								



## DEPARTMENT OF FINANCE AND BUDGET

CITY OF WALLED LAKE, MICHIGAN

L. DENNIS WHITT  
CITY MANAGER

COLLEEN M. COOGAN  
DIRECTOR

1499 E. WEST MAPLE ROAD  
WALLED LAKE, MICHIGAN 48390  
(248) 624-4847 FAX: (248) 624-1616

To: City Council, City Manager Whitt  
From: Colleen M. Coogan  
Date: October 13, 2016  
Re: September 30, 2016 Revenue and Expenditure Report

The September 30, 2016 revenue and expenditure reports include the budget amendment requests submitted to Council for approval in this packet. Overall, actual income and expenditures are following the budgeted plan.

Current year property tax revenue is recognized at the beginning of the fiscal year at presently estimated amounts. Commercial property tax values in Walled Lake continue to be stagnant and the commercial tax challenges continue. At this time DDA tax revenues are running 3% less than original estimates and have decreased from the prior year due to the aforementioned.

Personnel costs are recorded in full to each employee's home cost center. Subsequent allocation of an employee's cost to other departments is recorded in a single account number in all departments in all funds (Account 725.020). The allocation is based on the budgeted personnel expenses and adjusted as necessary at year end.

Inter-fund service charges are also recorded on a monthly basis according to budgeted figures. Again, with a focus on readability and transparency; all inter-fund service income and expense accounts use a naming convention beginning with 'I/F'.

### GENERAL FUND #101

22% of the appropriations have been spent to date – this is primarily due to unfilled employee positions and a capital expenditure budget that will be predominately spent this fall.

### DEBT SERVICE FUND #401

Two (2) debt obligations are paid from this fund:

2002 Building Authority

2009 Local Roads Improvement

Financing for the debt service payments comes from General, Water and Sewer and Local Roads Fund transfers.

### TRANSPORTATION FUND #588

The City submits quarterly expense information to SMART for reimbursement. The City expects revenue payment will be received by next quarter.

WATER AND SEWER FUND #591

The water and sewer fund has five (5) revenue centers and all costs are allocated to these areas:

1. Water Operations
2. Sewer Operations
3. Water Capital Improvement
4. Sewer Capital Improvement
5. Industrial Pre-Treatment Processing

Two of these revenue center rate methodologies involve a planned use of reserves:

1. Water Operations - Council voted a 5 year phase in methodology of the increased purchase costs.
2. Water Capital – a rate analysis was deferred until Engineering can provide an Asset Management report.

The Walled Lake-Novu Waste Water Treatment Plant operated by Oakland County Water Resource Commission, whose services are used by Walled Lake, Novi and Commerce is undergoing a major review of the cost allocation methodology. Currently charges are based on estimated use. Each city estimates the amount of residential user equivalents pushed to the treatment center and the costs are allocated on those estimates. Sewage meters were installed for the first time in January 2016 to measure the actual wastewater flowing to the treatment center. Meter results will be used in discussions around the allocation of costs.

City of Walled Lake  
Investment Report

June 2016

Interest Income			
July 1, 2015 - June 30, 2016 Investment Interest Income (excludes FMV changes)			\$ 10,429.02
Average Weighted Yield of Investments			0.57%
Type of Depository/Investment	Interest Rate Risk	Concentration Credit Risk	Custodial Credit Risk
	(Maturity)	(% of Total Portfolio)	(Insured Amount)
<b>Deposits</b>			
FirstMerit			
Deposits/Payables/Payroll accounts	4,750,349.28		
Federal Forfeiture Funds	<u>21,086.96</u>		
Total Cash	4,771,436.24	72.41%	5%
<b>Investments</b>			
<b><u>Savings Accounts</u></b>			
Walled Lake School Credit Union	230,175.63	3.49%	100%
Walled Lake School Credit Union Library	10,458.55	0.16%	100%
<b><u>Money Market</u></b>			
Fifth third	602,649.61	9.15%	41%
PNC	501,068.83	7.60%	50%
Sigma	23,198.58	0.35%	100%
<b><u>Federal Treasuries</u></b>			
BB&T Investments	456.74	2025	0.01%
<b><u>Investment Pools</u></b>			
Michigan CLASS	120,996.10	1.84%	100%
<b><u>Negotiable CDs</u></b>			
Flagstar	249,567.71	2017	3.79%
Sigma	<u>79,275.00</u>	2018	<u>1.20%</u>
Total Investments	1,817,846.75		27.59%
<b>Total Cash &amp; Investments</b>	<b><u>6,589,282.99</u></b>		<b>100%</b>

History

Administration goals with regard to cash management over the last several years were two-fold - 1) reduce the more than \$10,000 annual bank fees and 2) get the cash outflows under control. Having succeeded in both these objectives attention was shifted in fiscal year 2016 to maximizing the investment returns.

Council adopted an updated Investment Policy in August 2015 as well as a list of approved depositories and signatories.

Structure

The City links its various deposit accounts with FirstMerit into a single 'family'. The combined family of account balances are analyzed to offset the bank fees. Currently the City needs approximately \$3.5M in deposit balances to adequately cover the maintenance fees. The earnings credit for money on deposit is .2 after reducing the average collected balance by 10% for the legal reserve requirement. All depository's and investment vehicles are subject to the City's Investment Policy.

Investment Goals

- 1) Restructure the investments to achieve at least the 1 Year Treasury rate of return.
- 2) Shift additional funds from the deposit accounts to investment vehicles.
- 3) Recognizing the limited monetary return due to (a) low interest rates and (b) limited amount of surplus funds; design the investment process to limit the amount of staff hours required for maintenance.

Jul-Mar 2016 Activities

The City transferred \$748,000 from its depository account to money market and CD investments in the latter part of September 2015. No further activity since September 2015.

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

**ORDINANCE NO. C-327-16**

**AN ORDINANCE TO AMEND CHAPTER 51, “ZONING”, OF TITLE V,  
“ZONING AND PLANNING”, THE CITY OF WALLED LAKE ZONING  
ORDINANCE, TO AMEND DEFINITIONS AND THE USE OF  
RECOVERY HOMES AS A PERMITTED USE AFTER SPECIAL  
APPROVAL IN THE R1-A AND R1-B, SINGLE FAMILY RESIDENTIAL  
DISTRICTS**

The City of Walled Lake Ordains:

Section 1. Purpose

The purpose of this Zoning Ordinance Amendment is to amend certain definitions and provisions for the use of Recovery Homes as a permitted use after special approval in the “R1-A and R1-B, Single Family Residential Districts.”

Section 2. Amendment to Article 2.00

The City of Walled Lake Zoning Ordinance is hereby amended at Article 2.00, “Definitions”, Section 2.02, “Definitions”, to include and amend the following definitions:

**“BED-N-BREAKFAST ESTABLISHMENT”:** A single-family dwelling owned and occupied by a person renting out not more than three rooms for compensation to guests who do not stay for more than seven consecutive days. Breakfast must be served to guests at no additional cost.

**“DWELLING”:** A principle building used or occupied for human habitation as a permanent or temporary residence.

**“FAMILY”**

**(a) {unchanged}**

**(b)** A collective number of individuals previously domiciled together for at least 180 consecutive days in a single family dwelling, or who have all entered into a written lease or conveyance of a single family dwelling to reside together for at least 180 consecutive days, whose relationship is of a documented continuous, non-transient, domestic character and who are cooking and living as a single, non-profit housekeeping unit. This definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization or group of students or other individuals whose domestic relationship is of a transitory or seasonal nature or for an anticipated limited duration of a school term or terms or other similar determinable period.

**“RECOVERY HOME”:** A dwelling shared as their principal residence by handicapped persons (as defined by the Federal Fair Housing Act, as amended) in recovery from substance abuse addiction who are in need of a supportive living arrangement to help them recuperate from the effects of drug or alcohol addiction, who share common cooking and cleaning facilities and reside together as a single housekeeping unit, in which optional staff persons may provide supervision, counseling, treatment, or therapy for the residents therein.

### Section 3. Amendment to Article 21.00

The City of Walled Lake Zoning Ordinance is hereby amended at Article 21.00, “General Provisions”, Section 21.29, “Procedures and Standards for Principal Uses Permitted Subject to Special Conditions”, Subsection (I), “Specific Minimum Requirements for Specific Uses, to amend Subsection 21.29(I)(21), which shall read as follows:

#### 21. Recovery Homes:

- a. The operation, establishment, substantial enlargement, or transfer of ownership or control of a recovery home shall be prohibited if the operation, establishment, enlargement, or transfer would substantially contribute to an excessive concentration of recovery homes within the city. A proposed Recovery Home within a quarter of a mile of an existing Recovery Home within the same zoning district shall create a rebuttable presumption of an excessive concentration of Recovery Homes within the City.
- b. All residents shall be a minimum of 18 years of age. All residents of a single home shall be of the same sex.
- c. A Recovery Home, exclusive of a resident staff member and/or resident property owner(s), shall be limited to total residency of not more than six families. A Recovery Home shall not be used in whole or in part as a Boarding or Rooming House for non-disabled individuals and/or families except one non-disable resident staff member providing material and continuing supportive assistance to disabled residents may reside in a Recovery Home. Use of property approved for use as a Recovery Home shall be limited to approved and permitted uses.
- d. The principle building for a Recovery Home use shall consist of a single family dwelling.
- e. Accessory buildings and structures shall not be used as dwelling units.

- f. Involuntary eviction or removal of residents from a Recovery Home shall comply with all laws and procedures applicable to evictions or removals of non-disabled residents from dwellings.
- g. Any person who submits an application to operate a recovery home shall include, at a minimum, the following information:
  - i. The total number of residents. In the event two or more unrelated residents claim to be members of a single family, documentation of the familial relationship shall be required.
  - ii. Approximate duration of stay for residents.
  - iii. Whether the Recovery Home operates as a non-profit or for profit entity.
  - iv. A description of Resident referral, qualification, screening and acceptance procedures.
  - v. House Rules and rules for personal behavior.
  - vi. A list of recovery services provided, such as 12-step, Narcotics Anonymous, Alcoholics Anonymous, outside counseling, job placement, transportation, substance abuse screening, etc.
  - vii. Safety measures, facilities and equipment.
  - viii. Number, training, and availability of staff including whether the staff, owner(s) and/or proprietor(s) will reside on-site.
  - ix. Rules for fraternizing and visitation.
  - x. Resident discharge procedures (voluntary or involuntary termination).
  - xi. A detailed dimensional floor plan of the principle building housing the proposed Recovery Home use, a dimensional sketch of all resident parking facilities and evidence of compliance with all building and fire safety regulations.
  - xii. Any other measures determined necessary and appropriate to ensure compatibility of the proposed recovery home or supervised living facility with the surrounding area as determined by the Planning Commission.

- xiii. The name and telephone number of the on-site manager or person responsible for the operation of the facility.
  - xiv. Complaint response procedures, including investigation, remedial action, and follow-up.
  - xv. Litter control and noise-attenuation measures.
  - xvi. A detailed description of the operational plan including information and supporting documentation demonstrating that the proposed use qualifies as a Recovery Home.
- h. No alteration to the exterior of the residential dwelling, accessory building, or yard that alters the residential character of the premises is permissible.
  - i. No exterior lighting, except as normally permitted for a typical single family use, shall be permitted.
  - j. A recovery home must comply with all other provisions of the zoning district in which it is located and must comply with all other applicable City ordinances including, but not limited to, generally applicable regulations concerning overcrowding, occupancy limitations and usable floor area. Additionally, a recovery home must meet all requirements (including licensing and certification requirements) of all applicable local, county, state and federal regulations, if any.
  - k. The Planning Commission shall approve, deny or approve subject to conditions an application for a proposed Recovery Home in accordance with the applicable Special Land Use provisions of the City's Zoning Ordinance and may impose conditions it deems essential to protect the health, safety, and welfare of residents and the general public.
  - l. An applicant, owner, proprietor or resident of a proposed Recovery Home may apply to the Zoning Board of Appeals for a variance from any requirement under the Zoning Ordinance not within the Planning Commission's discretion to modify.
  - m. The use is subject to review at any time and may be revoked for cause by the Planning Commission. The term "cause" shall include, but not be limited to, operating the recovery home in an unlawful manner or in such a manner as to constitute the maintenance of a nuisance upon or in connection with the recovery home. For purposes of this Section, "nuisance" shall be given the normal and

customary meaning, and shall include, but not be limited to, the following:

- (1) Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes.
- (2) A pattern or practice of resident conduct which is in violation of the law and/or interferes with the health, safety and welfare of other persons in the area.
- (2) Failure after receiving notice from the City to maintain the grounds and exterior of the recovery home, including frequent litter, debris or refuse blowing or being deposited upon adjoining properties.
- (4) Failure by the owner and/or operator to permit the reasonable inspection of the recovery home by the City's employees or agents in connection with the enforcement of this section."

#### Section 4. Severability

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

#### Section 5. Savings

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

#### Section 6. Repealer.

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

#### Section 7. Effective Date.

The provisions of this ordinance are hereby ordered to take effect following publication as provided by the Michigan Zoning Enabling Act, as amended, *MCL 125.3101, et seq* and in the manner prescribed by the Zoning Ordinance and Charter of the City of Walled Lake. This ordinance is hereby declared to have been adopted by the Walled Lake City Council on \_\_\_\_\_, 2016 and ordered to be given publication in the manner prescribed by the City Charter of the City of Walled Lake.

AYES:  
NAYS:  
ABSENTS:  
ABSTENTIONS:

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF OAKLAND    )

\_\_\_\_\_  
LINDA ACKLEY, Mayor  
CITY OF WALLED LAKE

\_\_\_\_\_  
JENNIFER STUART, City Clerk  
CITY OF WALLED LAKE

Introduced:   September 20, 2016  
Adopted:       \_\_\_\_\_

Effective:     \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF WALLED LAKE

A RESOLUTION RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE MICHIGAN ASSOCIATION OF FIRE FIGHTERS (MAFF) ON BEHALF OF THE WALLED LAKE PAID ON CALL & PART-TIME FIRE FIGHTERS ASSOCIATION BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2019 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

***Proposed RESOLUTION 2016-40***

At a regular meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 18<sup>th</sup> day of October, 2016, at 7:30 p.m.

WHEREAS, the City Manager representing the Governing Body of the City of Walled Lake, County of Oakland, State of Michigan, has negotiated with the Michigan Association of Fire Fighters (MAFF) on behalf of the Walled Lake Paid on Call & Part-Time Fire Fighters Association, hereinafter referred to as the UNION; and

WHEREAS, the CITY's bargaining team, acting under the authority of the City Manager, has negotiated a tentative agreement with the UNION, for the terms of an agreement for the years beginning July 1, 2016 and ending June 30, 2019; and

WHEREAS, bargaining between the CITY and the UNION, has resulted in a new three (3) year tentative Collective Bargaining Agreement; and

WHEREAS, a tentative agreement was reached between the representatives of the UNION and the CITY; and

WHEREAS, the terms of the tentative agreement have been ratified by the membership of the UNION; and

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

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

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

Section 1. The Council formally expresses its approval, and accepts and ratifies the collective bargaining agreement with MAFF on behalf of the Walled Lake Paid on Call & Part-Time Fire Fighters Association.

Section 2. The City Manager is hereby authorized and directed to execute on behalf of the CITY, a new Collective Bargaining Agreement covering the period beginning July 1, 2016 through June 30, 2019 with the UNION.

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

Motion to approve Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

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

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

\_\_\_\_\_  
JENNIFER A. STUART  
City Clerk

\_\_\_\_\_  
LINDA S. ACKLEY  
Mayor

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF WALLED LAKE

A RESOLUTION APPROVING THE 2016 SPECIAL ASSESSMENTS  
FOR REPAIR AND MAINTENANCE OF THE TAYLOR-LADD  
DRAIN, GREENAWAY DRAIN AND NORTON DRAIN TO BE  
PLACED ON THE DECEMBER 2016 TAX ROLL

***Proposed RESOLUTION 2016-41***

At a regular meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 18<sup>th</sup> day of October, 2016 at 7:30 p.m.

WHEREAS, County of Oakland has assessed the cost for operation and maintenance of the Oakland County drains and lake levels located in Walled Lake to the City of Walled Lake; and

WHEREAS, these assessments can be allocated in a fair and reasonable manner against the parcel receiving the benefit; and

WHEREAS, the City Council shall cause an assessment roll to be prepared by the Water Resource Commission and Oakland County Office of Treasurer in the same manner as other special assessments are made under the Charter of the City; and

WHEREAS, the charges for the special assessments for drains shall become a lien upon the lands after certification by the City Manager to the City Clerk and a copy of the certification shall be filed by the City Manager with the City Clerk.

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

Section 1. That all property parcels appearing on the Oakland County Drains/Lake Level Control facilities list held by the Clerk for the City of Walled Lake, dated September 15, 2016, in the amount of \$55,576.23 (Taylor-Ladd Drain \$519.73; Greenaway Drain \$54,977.06; Norton Drain \$79.44), is hereby specifically assessed to said parcels and such assessments are to be placed on the December 2016 tax roll.

Motion to approve Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

AYES:

NAYS:

ABSENTS:

ABSTENTIONS:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN    )  
                                  )SS  
COUNTY OF OAKLAND    )

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JENNIFER A. STUART  
City Clerk

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LINDA S. ACKLEY  
Mayor



**WRC**  
WATER RESOURCES COMMISSIONER

*Jim Nash*

September 8, 2016

Dear Property Owner:

Our records indicate that your property lies within the Greenaway Drain Drainage District, a legally established Oakland County Drain under the jurisdiction of the Water Resources Commissioner's office (WRC). Please review the information listed below as it pertains to a special assessment that will be levied for the Greenaway Drain.

The Greenaway Drain is a county drain originally constructed in 1946 to provide drainage relief to parts of Sections 26, 27, 34, and 35 of Commerce Township and the portions of Commerce Township within the aforementioned sections that are within the corporate limits of the City of Walled Lake. This drain was established under Chapter 4 of the Drain Code, which limits total assessments for normal maintenance activities to \$2,500 per year per mile of drain. The drain is approximately two miles in length, therefore, the maximum assessment WRC can levy for normal maintenance activities is \$5,000 per year.

A storm sewer pipe collapsed beneath the Walled Lake Fire Department driveway in June 2016. Investigation by our Construction/Drain Maintenance staff determined that the 42" diameter corrugated metal pipe had collapsed and created a sinkhole in the pavement above the drain. The collapsed pipe and pavement was removed and replaced beneath the driveway. An adjacent section of pipe is to be replaced as part of City of Walled Lake's Parking Lot improvements project that will be complete in Spring 2017.

The Water Resources Commissioner approved the emergency repair due to endangerment of health and property. The emergency condition allows the district to assess over the normal maximum maintenance assessment for a given year. Therefore, the district will be assessed a total of \$75,000.00 this year to cover the emergency repair as well as normal maintenance costs. Of the \$75,000.00, Commerce Township's assessment is \$2,662.50, City of Walled Lake's assessment is \$12,855.00, Road Commission for Oakland County's assessment is \$3,615.94, and Michigan Air Line Railway's assessment is \$789.75. The remaining cost is paid by property owners of Commerce Township and City of Walled Lake. The cost will be recovered through a special assessment on your December 2016 winter tax bill. Each property within the district is responsible for a percentage of the total assessment.

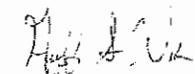
**The apportionment information for your property is as listed below:**

**PARCEL ID:** 1735177006  
**PERCENT:** 00.0496853%  
**AMOUNT:** \$37.26

**The assessment will be levied on your 2016 winter tax. Please do not attempt to pay the WRC directly.**

If there are any questions concerning this matter, please contact Geoff Wilson at 248-858-1213.

Sincerely,



Geoff S. Wilson, P.E.  
Drain Maintenance Engineer





**DEPARTMENT OF FINANCE AND BUDGET**

**CITY OF WALLED LAKE, MICHIGAN**

**L. DENNIS WHITT  
CITY MANAGER**

**COLLEEN M. COOGAN  
DIRECTOR**

**1499 E. WEST MAPLE ROAD  
WALLED LAKE, MICHIGAN 48390  
(248) 624-4847 Fax: (248) 624-1616**

To: City Council, City Manager Whitt  
From: Colleen M. Coogan  
Date: October 13, 2016  
Re: Campus Parking Agreements Regarding Conversion to Underground Wiring.

The City has received estimates for conversion to underground wiring on the east side of the public safety campus. We are requesting City Council approval of contracts with DTE Energy and CRG Electric LLC to bring electrical lines underground and convert the police station and DPW building to underground sourcing. CRG Electric is the administration’s electrician of choice for this project as they are familiar with various electrical situations in the police building and have been assisting DTE in determining the proper location of the transformer, etc. The City did not receive bids on the professional electrician services as no perceived advantage to the City would result from said bids.

DTE Energy		\$51,206.92
CRG Electric LLC	Police Building	\$24,400.00
CRG Electric LLC	DPW Building	<u>\$13,200.00</u>
		\$88,806.92

Recommendation

Request Council approval for the City Manager or designee to execute agreement with DTE and CRG Electric LLC. Funds are to be paid from the approved budget for the project Public Safety/City Campus Parking Lot.

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF WALLED LAKE

A RESOLUTION TO ESTABLISH A FIRE INSURANCE  
WITHHOLDING PROGRAM TO SECURE REPAIR,  
REPLACEMENT OR REMOVAL OF DAMAGED  
STRUCTURES PER CITY ORDINANCE

***Proposed RESOLUTION 2016-42***

At a regular meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 18<sup>th</sup> of October, 2016 at 7:30 p.m.

WHEREAS, the provisions of Act 495 of the Public Acts of 1980; as amended by Act 216 of the Public Acts of 1998, and the provisions of Act 217 of the Public Acts 1998, provide that a portion of certain casualty losses for fire or explosion otherwise payable by insurers may be withheld in escrow by participating municipalities in order to secure repair, replacement or removal of damaged structures which violate the City of Walled Lake health or safety standards; and

WHEREAS, the City of Walled Lake has determined that participation in said program would protect and promote the public health, safety and welfare and wishes to be included in the list of participating municipalities published by the Commissioner of Insurance; and

WHEREAS, the City of Walled Lake desires to implement all procedures necessary to administer said program by designating the Treasurer as the official responsible for administration of the program.

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

Section 1. That the City of Walled Lake does hereby become a participating municipality in the program providing for the escrow of fire insurance as established by Act 495 of the Public Acts of 1980; as amended by Act 216 of the Public Acts of 1998, or as established by Act 217 of the Public Acts of 1998, and does declare its intention to uniformly apply the provisions of Section 2845 or Section 2227 to all property within the City of Walled Lake.

Section 2. That the City of Walled Lake Treasurer be responsible for the administration of Section 2845 or 2227 of said Acts and any rules promulgated by the Commissioner of Financial and Insurance Services.

Section 3. That the City of Walled Lake Director of Budget and Finance shall establish an escrow account of record for the purpose of receiving and holding deposits of money received from insurers pursuant to Section 2845 of 2227 of said Acts, which account shall be separately

maintained from all other accounts and deposit of said escrow may be into an interest bearing account.

Motion to approve Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

AYES: ()

NAYS: ()

ABSENTS: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF OAKLAND    )

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JENNIFER A. STUART  
City Clerk

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LINDA S. ACKLEY  
Mayor

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF WALLED LAKE

RESOLUTION GRANTING APPROVAL OF A RENEWED  
UNIFORM VIDEO SERVICE LOCAL FRANCHISE  
AGREEMENT WITH AT&T MICHIGAN

*Proposed RESOLUTION 2016-43*

**RECITATIONS:**

On January 1, 2007, Public Act 480 of 2006, the Uniform Video Service Local Franchise Act (the “Act”) became law in the State of Michigan; and

Section 3 of the Act requires a Video Service Provider to enter into a State Mandated Uniform Video Service Local Franchise Agreement (the “State Mandated Agreement”) with a Franchising Entity (“City of Walled Lake” or “City”) prior to offering video services within the boundaries of that Franchising Entity; and

A proposed State Mandated Renewed Agreement was submitted to the City by AT&T Michigan on or about September 29, 2016; and

Section (3)2 of the Act requires a Franchising Entity to notify the provider as to the completeness of the proposed State Mandated Agreement within fifteen (15) business days after the State Mandated Agreement is filed with the Franchising Entity; and

Notice of the completeness of the State Mandated Agreement was provided by the City to AT&T Michigan within fifteen (15) business days on or about September 29, 2016; and

The Walled Lake City Council has determined that the State Mandated Renewed Agreement meets the technical requirements of the Act, and therefore undertakes to adopt this Resolution approving the State Mandated Renewed Agreement, as required by the Act.

NOW, THEREFORE, BE IT RESOLVED,

That the City finds that the State Mandated Agreement meets the technical requirements of the Act, and solely for that reason, the City hereby approves the State Mandated Renewed Agreement with AT&T Michigan as of the date of this adopting Resolution.

That such approval by the City is given only because it is required by the Act, and is not an indication of the City's agreement with or assent to any provisions of the Act or the Renewed Agreement.

That Section VI. of the State Mandated Renewed Agreement, entitled "Fees," shall provide for payment of a 5% annual fee under the Renewed Agreement as follows:

1. Subsection A(ii) shall reflect a franchise fee under the City's existing franchise agreement with AT&T Michigan in the amount of five percent (5%).

That Section VIII of the State Mandated Renewed Agreement, entitled "PEG Fees," is being approved by the City as follows:

1. Subsection A(1) left blank, inapplicable.
2. A PEG fee of two percent (2%) under Subsection A(2) to be paid annually upon expiration of the existing franchise agreement with AT&T Michigan.

That by approving the State Mandated Renewed Agreement, the City shall not be found to have waived its rights to challenge any provisions of the Act and/or any related provisions of the State Mandated Agreement on the basis that such provisions are invalid and unenforceable as violations of law, including on the grounds that a particular action is an unconstitutional impairment of contractual rights, and further reserves any and all rights stemming from any successful challenge to such provisions undertaken by any other local franchising entity.

Motion to approve Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

AYES:

NAYS:

ABSTENTION:

ABSENT:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF OAKLAND    )

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JENNIFER A. STUART  
City Clerk

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LINDA S. ACKLEY  
Mayor



Jim Murray  
President  
AT&T Michigan  
221 N. Washington Square  
Lansing, MI 49833  
Office: (517) 334-3400  
Fax: (517) 334-3429

September 28, 2016

**Via UPS Overnight Delivery**

Jennifer A. Stuart  
Clerk of the City of Walled Lake  
1499 E. West Maple  
Walled Lake, Michigan 48390

Re: Renewed Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Stuart:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Walled Lake, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between AT&T and City of Walled Lake dated November 5, 2007 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. The Commission's Order and Instructions may be found at the following Commission web link: [http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169\\_01-30-2007.pdf](http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf) In the Initial Agreement AT&T pays a video service provider fee of 5% and a PEG Fee of 2%. The same fees are included in the Renewed Agreement.

Attachment 1 to the Renewed Agreement contains Confidential Information. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Renewed Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed the "Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth in Confidential Attachment A, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION").

Pursuant to Section XIII of the Renewed Agreement, Section 11 of Act 480, and the Commission's Instructions, the City of Walled Lake as the Franchising Entity receiving the information so designated as

Ms. Jennifer A. Stuart  
September 28, 2016  
Page 2

confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

The City of Walled Lake has 15 business days beginning on September 29, 2016 within which to notify AT&T if the Renewed Agreement is complete. If the City of Walled Lake does not notify AT&T regarding the completeness of the Renewed Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Renewed Agreement shall be deemed complete. Any notice by the City of Walled Lake regarding the completeness of the Renewed Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Renewed Agreement.

AT&T has a proud history and tradition of providing service in the City of Walled Lake and we look forward to continuing to provide video service.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.



Jim Murray  
President  
AT&T Michigan

Attachments

cc: Robert Jones, AT&T External Affairs Manager

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Walled Lake, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

#### V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

#### VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
  - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
  - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
  - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
  - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
  - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
  - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

- particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
  - E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
  - F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
  - G. A PEG channel shall only be used for noncommercial purposes.

#### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 2 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

#### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within **15 days** of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

**XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**City of Walled Lake:**

1499 E. West Maple

444 Michigan Avenue

Walled Lake, Michigan 48390

Room 1670

Detroit, Michigan 48226

Attn: City Clerk

Attn: Yvette Collins, Director - External Affairs

Fax No.: 248.624.1616

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

**XVI. Miscellaneous**

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Walled Lake, a Michigan Municipal Corporation**

**Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan**

**SIGN HERE**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

By \_\_\_\_\_

Print Name Jim Murray

Title President

Address 221 North Washington Square

City, State, Zip Lansing, Michigan 49833

Phone 517.334.3400

Fax 517.334.3429

Email m42325@att.com

**FRANCHISE AGREEMENT**  
*(Franchising Entity to Complete)*

Date submitted: \_\_\_\_\_

Date completed and approved: \_\_\_\_\_

**ATTACHMENT 1**

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT  
(Pursuant To 2006 Public Act 480)  
(Form must be typed)**

Date: September 28, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

**Company executive officers:**

Name(s): Jim Murray
Title(s): President

**Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

Michigan Bell Telephone Company d/b/a AT&T Michigan CONFIDENTIAL INFORMATION  SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A  The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the City of Walled Lake, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Walled Lake.
--

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

**For All Applications:**

**Verification  
(Provider)**

I, Jim Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Jim Murray, President	
Signature: 	Date: September 28, 2016

**(Franchising Entity)**

**City of Walled Lake, a Michigan municipal corporation**

**HERE**

By 

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF WALLED LAKE

A RESOLUTION AMENDING THE OPERATING AND  
CAPITAL BUDGET APPROPRIATION OF FUNDS AND  
LEVY OF TAXES FOR FISCAL YEAR 2016-2017

***Proposed RESOLUTION 2016-44***

At a regular meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 18<sup>th</sup> day of October at 7:30 p.m.

WHEREAS, the City Council has, during the course of the year, reviewed and approved expenditures against the City of Walled Lake annual budget appropriations including construction project amounts that may cross fiscal years; and

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

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

Section 1. That the general appropriations of the City of Walled Lake for the fiscal year beginning July 1, 2016 and ending June 30, 2017, for the following funds be amended and approved as attached hereto:

General Fund	\$ 5,868,472
Transportation Fund	\$159,490
Debt Service Fund	\$227,804
Water & Sewer Fund	\$2,634,879

Motion to approve Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

AYES: ()

NAYS: ()

ABSENTS: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN    )  
                                  )SS  
COUNTY OF OAKLAND    )

---

JENNIFER A. STUART  
City Clerk

---

LINDA S. ACKLEY  
Mayor

Attachment  
Resolution 2016-44

**Fiscal Year 2016-2017 Proposed Budget Amendments**

**General Fund**

**Summary**

	<u>Amended Budget</u>	<u>Proposed Amended Budget</u>	<u>Change</u>
Revenues	4,817,985	4,798,670	(19,315)
Expenditures:			
Legislative	12,075	12,075	-
City Administration	466,000	466,000	-
Public Safety	2,710,240	2,710,240	-
Public Services	1,427,657	1,427,657	-
Capital Outlay	1,252,500	1,252,500	-
Total Expenditures	5,868,472	5,868,472	-
<b>Excess Revenues/(Expenditures)</b>	<b>(1,050,487)</b>	<b>(1,069,802)</b>	<b>(19,315)</b>
<b>Beginning Fund Balance</b>	<b>3,686,778</b>	<b>3,686,778</b>	
<b>Ending Fund Balance</b>	<b>2,636,291</b>	<b>2,616,976</b>	<b>(19,315)</b>

**Detail**

1) <u>Correct original budget</u>			
101 000 699 000	I/F Admin Services - Rds, W&S	\$20,000	
101 000 699 005	I/F Admin Services - Transportation		\$685
	Fund Balance		\$19,315
		<u>\$20,000</u>	<u>\$20,000</u>

**Transportation Fund**

**Summary**

	<u>Original Budget</u>	<u>Proposed Amended Budget</u>	<u>Change</u>
Revenues	160,300	136,722	(23,578)
Expenditures	159,490	159,490	-
<b>Excess Revenues/(Expenditures)</b>	<b>810</b>	<b>(22,768)</b>	<b>(23,578)</b>
<b>Beginning Fund Balance</b>	<b>160,320</b>	<b>160,320</b>	
<b>Ending Fund Balance</b>	<b>161,130</b>	<b>137,552</b>	<b>(23,578)</b>

**Detail**

1) <u>Revise revenue per actual SMART agreement to equal same as last year</u>			
588 000 634 000	SMART Municipal Credits	\$23,656	
588 000 634 050	SMART Community Credit		\$78
	Fund Balance		\$23,578
		<u>\$23,656</u>	<u>\$23,656</u>

Attachment  
Resolution 2016-44

**Fiscal Year 2016-2017 Proposed Budget Amendments**

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**Debt Service Fund**

**Summary**

	<u>Original Budget</u>	<u>Proposed Amended Budget</u>	<u>Change</u>
Revenues	227,805	227,804	(1)
Expenditures	<u>227,805</u>	<u>227,804</u>	<u>(1)</u>
<b>Excess Revenues/(Expenditures)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Beginning Fund Balance</b>	<b>-</b>	<b>-</b>	
<b>Ending Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Detail**

1) <u>Correct Original Budget</u>			
401 000 699 004	Transfer from other funds	\$1	
401 218 995 006	Interest Payment		<u>\$1</u>
		<u>\$1</u>	<u>\$1</u>

**Water & Sewer Fund**

**Summary**

	<u>Original Budget</u>	<u>Proposed Amended Budget</u>	<u>Change</u>
Revenues	2,453,400	2,455,891	2,491
Expenditures	<u>2,588,364</u>	<u>2,634,879</u>	<u>46,515</u>
<b>Excess Revenues/(Expenditures)</b>	<b>(134,964)</b>	<b>(178,988)</b>	<b>(44,024)</b>
<b>Beginning Fund Balance</b>	<b>4,823,621</b>	<b>4,823,621</b>	
<b>Ending Fund Balance</b>	<b>4,688,657</b>	<b>4,644,633</b>	<b>(44,024)</b>

**Detail**

1) <u>Correct original budget &amp; update for actual Jul &amp; Aug rate changes</u>			
591 265 657 000	Customer Interest & Penalty		\$5,000
591 265 955 000	I/F Admin Charges		\$20,000
591 265 979 020	Allocation to Revenue Centers	\$25,000	
591 533 610 000	Water Billing Revenue		\$46,153
591 533 928 000	Detroit Water Purchase - Variable	\$78,031	
591 533 979 020	Allocation to Revenue Centers		\$12,499
591 534 620 000	Sewer Billing Revenue	\$49,579	
591 534 925 000	Sewer Purchase		\$14,273
591 534 979 020	Allocation to Revenue Centers		\$12,500
591 535 610 002	IPP Billing	\$3,439	
591 537 620 001	Sewer CIP Revenue		\$4,356
591 537 925 002	Sewer CIP Purchase	\$2,756	
	Fund Balance		<u>\$44,025</u>
		<u>\$158,805</u>	<u>\$158,806</u>

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF WALLED LAKE

A RESOLUTION TO ADOPT ENGINEERING STANDARDS

***Proposed RESOLUTION 2016-45***

At a regular meeting of the City Council of the City of Walled Lake, Oakland County, Michigan, held in the Council Chambers at 1499 E. West Maple, Walled Lake, Michigan 48390, on the 18<sup>th</sup> day of October, 2016 at 7:30 p.m.

WHEREAS, the City oversees compliance with legally required and industry recommended standards for the fabrication, erection, construction, enlargement, alteration, repair, location, and use of sanitary and water systems, storm water management, site grading, soil erosion control, paving, buildings and their appurtenances and accessory structures and other standards; and

WHEREAS, the City by and through its ordinances has regulated land use and approved standards for construction upon said land that comply with required standards; and

WHEREAS, for the benefit of the customers it services the administration has compiled a single source document detailing Engineering Standards which will coordinate with the laws and best practices of the State of Michigan and City of Walled Lake.

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

Section 1. Council adopts the October 5, 2016 Engineering Standards as prepared by Boss Engineering, the City's Engineering firm.

Section 2. Copies of the Engineering Standards, and any amendments and/or supplements thereto shall be kept in the office of the city clerk and made available for inspection and distribution to the public during regular business hours.

Motion to approve Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

AYES: ()

NAYS: ()

ABSENTS: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF OAKLAND    )

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JENNIFER A. STUART  
City Clerk

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LINDA S. ACKLEY  
Mayor



## DEPARTMENT OF FINANCE AND BUDGET

# MEMORANDUM

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To: City Council Members, City Manager Whitt  
From: Colleen M. Coogan  
Date: October 14, 2016  
Re: Buildings and Building Regulations Ordinance Amendment  
Streets, Sidewalks and Other Public Places Ordinance Amendment

Attached for first reading are proposed building and construction ordinance amendments.

The proposed update and amendment to Chapter 14 'Buildings and Building Regulation' will adopt the updated state and international building and maintenance codes as enforced by the City of Walled Lake Building Official and will include reference to the newly compiled City of Walled Lake Engineering Standards.

The proposed update and amendment to Chapter 70 'Streets, Sidewalks, and Other Public Places' will clarify the process for culvert repair and the addition of a permit requirement will prompt City inspections of the culverts to ensure they meet the engineering specifications detailed in the City of Walled Lake Engineering Standards.

A review of other ordinances that may need amending with regard to the updated codes and standards is being undertaken by the City Attorney.

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

**ORDINANCE NO. C-328-16**

**AN ORDINANCE TO AMEND CHAPTER 14, BUILDINGS  
AND BUILDING REGULATIONS, TO ADOPT  
ENFORCEMENT AND ADMINISTRATION  
RESPONSIBILITY OF THE REVISED MICHIGAN  
BUILDING CODE AND ADOPT BY REFERENCE THE  
REVISED THE REVISED INTERNATIONAL PROPERTY  
MAINTENANCE CODE AND TO ADOPT NEW  
ENGINEERING STANDARDS.**

THE CITY OF WALLED LAKE ORDAINS:

Section 1 of Ordinance: Preamble

This ordinance is intended to amend The City of Walled Lake Code of Ordinances, Chapter 14, to adopt administration and enforcement responsibility of Michigan Building and Residential Codes, adopt by reference the current International Property Maintenance Code and to add new Engineering Standard requirements.

Section 2 of Ordinance: Amend Article II

Article II “Administration and Enforcement of State of Michigan Construction Codes” Section 14-26 to Section 14-29 is hereby amended in its entirety to read as follows:

**ARTICLE II. STATE OF MICHIGAN BUILDING CODES**

**Sec. 14-26. –Adoption of administration and enforcement.**

(a) Pursuant to Section 8b(6) of the Stille-DeRossett-Hale Single State Construction Code Act, 1972 P.A. 230 (MCL 125.1501, et. seq.), as amended, the City of Walled Lake hereby elects to administer and enforce the Stille-DeRossett-Hale Single State Construction Code Act, 1972 P.A. 230, MCL 125.1501, et. seq., as amended (“Act”) and including: 1) the Michigan Building Code; 2) the Michigan Residential Code; 3) the Michigan Plumbing Code; 4) the Michigan Mechanical Code; 5) the Michigan Rehabilitation Code; 6) the Michigan Electrical Code; 7) the International Fuel Gas Code; 8) the International Energy Conservation Code, and all other codes, amendments and/or supplements thereto, as promulgated by the State Construction Code Commission in the Michigan Building Code and Michigan Residential Building Code.

(b) These regulations shall be hereinafter referred to as “the Code(s)”.

**Sec. 14-27. –Fee schedules.**

The city council shall adopt by resolution a fee schedule. Such fees shall bear a reasonable relationship to all costs, including overhead of services rendered, and may be changed from time to time.

**Sec. 14-28. –References in Code.**

References in the codes to “State” and “Name of State” shall mean the State of Michigan; references to “Municipality” and “Name of Municipality” shall mean the City of Walled Lake; references to the “Municipal Charter” shall mean the Charter of the City of Walled Lake, and reference to “local ordinances” shall mean the Code of Ordinances of the City of Walled Lake.

**Sec. 14-29. –Assumption of responsibility for administration and enforcement, Violations**

(a) The City’s building, planning and code enforcement departments, officials and inspectors shall be the enforcing agency responsible for the enforcement and administration of the Codes. A City official registered in accordance with 1986 PA 54, as amended, shall be appointed to receive all fees, issue permits, plan reviews, notices, orders, and certificates of use and occupancy under the Codes. All personnel performing plan reviews and inspections shall be registered in accordance with 1986 PA 54, as amended.

(b) Violations of this Article shall be deemed to be municipal civil infractions as provided for in Chapter 1, Section 1-18 through Section 1-27 of the Walled Lake City Code and the City may issue a citation or municipal ordinance violation notice pursuant to chapter 87 of the revised judicature act of 1961, 1961 PA 236, MCL 600.8701 to 600.8735, as amended, for a violation of the Act or Codes referenced in section 14-26. Violations may be enforced by the City with the same power and authority it possess for violations of City ordinances, with the City to retain any fines imposed upon conviction. Each day a violation continues after due notice has been served shall be deemed a separate and independent offense.

Section 3 of Ordinance: Amend Article III

Article III “Property Maintenance Code” Sec. 14-41 is hereby amended in its entirety to read as follows:

**Sec. 14-41. –Adoption**

There is hereby adopted by reference as applicable within the City of Walled Lake the 2015 edition of the International Property Maintenance Code as promulgated and published by the International Code Council, Inc., with the additions, insertions, deletions, changes set forth in this Article for the purpose of establishing minimum regulations governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures. Printed

copies of such code shall be kept in the office of the city clerk and made available for inspection by and distribution to the public during regular business hours.

Section 4 of Ordinance: Amend Article VI

Article VI “Housing Code” is hereby amended in its entirety to read as follows:

**ARTICLE VI. ENGINEERING DESIGN STANDARDS**

**Sec. 14-101. –Compliance**

Buildings, structures and related site developments and improvements shall comply with all applicable engineering standards which the City shall adopt by resolution regarding the fabrication, erection, construction, enlargement, alteration, repair, location, and use of sanitary and water systems, storm water management, site grading, soil erosion control, paving, buildings and their appurtenances and accessory structures and other standards as adopted by the council. Notice is hereby given that complete copies of the Engineering Standards, and any amendments and/or supplements thereto shall be kept in the office of the city clerk and made available for inspection and distribution to the public during regular business hours.

**Sec. 14-102. –Administration and Enforcement**

The building official, city engineer and designated inspectors are hereby designated as the enforcing officials to discharge the responsibilities of the city under these standards.

**Sec. 14-103-14-120. –Reserved**

Section 5 of Ordinance—Repealer

Amended only as specified above and in this ordinance, the City of Walled Lake Code of Ordinances shall otherwise remain in full force and effect. All other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 6 of Ordinance—Savings

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this ordinance takes effect or saved and may be consummated according to the law enforced when they are commenced.

Section 7 of Ordinance—Severability

If any section, clause, or provision of this ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any court of competent jurisdiction, such section, laws, or

provision declared to be unconstitutional, void, or illegal shall thereby ceased to be a part of this ordinance; but the remainder of this ordinance shall stand and be in full force and effect.

Section 8 of Ordinance—Effective Date

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

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

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF OAKLAND    )

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JENNIFER A. STUART, City Clerk  
CITY OF WALLED LAKE

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LINDA S. ACKLEY, Mayor  
CITY OF WALLED LAKE

Introduced:     October 18, 2016  
Adopted:  
Effective:

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

**ORDINANCE NO. C-329-16**

**AN ORDINANCE TO AMEND CHAPTER 70, STREETS,  
SIDEWALKS AND OTHER PUBLIC PLACES, ARTICLE II,  
DIVISION 4. CULVERTS, DRAINS AND DRIVEWAYS, TO  
ADOPT ADDITIONAL PERMIT REQUIREMENTS AND  
CONDITIONS.**

THE CITY OF WALLED LAKE ORDAINS:

Section 1 of Ordinance: Preamble

This ordinance is intended to amend The City of Walled Lake Code of Ordinances, Chapter 70, Article II, Division 4 to adopt additional permit requirements and conditions regarding driveways and culverts.

Section 3 of Ordinance: Amend Section 70-73. Culverts.

Chapter 70, Article II, Division 4., Section 70-73. "Culverts" is hereby amended by adding a new subparagraph (c) which shall read as follows:

(c) The installation, repair or replacement of any culvert within a public right of way necessitated by any driveway or other means of access to private property and resulting cost shall be the responsibility of the property owner. The City may require installation, repair or replacement of a needed, damaged, deteriorated, aged, obsolete, or inadequate Culvert by serving the property owner with written notice to install, repair or replace a culvert within fifteen days from the date of the notice. In the event the owner fails to notify the City in writing of the owner's intention to comply with requirements set forth in the City's notice and proceed with the required work in accordance with the provisions of this Article, the City may proceed as provided in section 70-81.

Section 3 of Ordinance: Amend Section 70-74. Driveways.

Chapter 70, Article II, Division 4., Section 70-74. "Driveways" is hereby amended by adding a new subparagraph (c) which shall read as follows:

(c) Upon receipt of a complete application for a permit required under this section, the department of public works and/or the City engineer shall inspect the premises prior to issuance of a permit for purposes of determining appropriate maintenance and/or protection requirements for any public facilities or improvements within the public right of way including, but not limited to, drainage facilities effected by the proposed improvement. In addition to any conditions imposed pursuant to Division 2. of this Article, the City may further condition the issuance of a

Driveway permit upon repair, installation or replacement of drainage facilities, including culverts, in the event the City determines the existing drainage facilities are inadequate or in need of repair or replacement due to age, failure, deterioration, damage or potential damage or disruption resulting from the proposed improvement. The cost and construction of drainage facility improvements required pursuant to this section shall be the responsibility of the owner of the premises.

Section 3 of Ordinance—Repealer

Amended only as specified above and in this ordinance, the City of Walled Lake Code of Ordinances shall otherwise remain in full force and effect. All other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4 of Ordinance—Savings

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this ordinance takes effect or saved and may be consummated according to the law enforced when they are commenced.

Section 5 of Ordinance—Severability

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

Section 6 of Ordinance—Effective Date

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

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

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF OAKLAND    )

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JENNIFER A. STUART, City Clerk  
CITY OF WALLED LAKE

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LINDA S. ACKLEY, Mayor  
CITY OF WALLED LAKE

Introduced:    October 18, 2016  
Adopted:  
Effective:

## DEPARTMENT OF FINANCE AND BUDGET

CITY OF WALLED LAKE, MICHIGAN

L. DENNIS WHITT  
CITY MANAGER

COLLEEN M. COOGAN  
DIRECTOR

1499 E. WEST MAPLE ROAD  
WALLED LAKE, MICHIGAN 48390  
(248) 624-4847 FAX: (248) 624-1616

To: City Council, City Manager Whitt  
From: Colleen Coogan  
Date: October 13, 2016  
Re: Capital Purchase of Water Meter Reading Equipment and Software

We are requesting City Council approval for the replacement purchase of new meter reading equipment which includes a 3 year software maintenance agreement. The replacement is not included in the 2017 capital improvement plan.

The purchase is accelerated due to parts obsolescence issues for the 6 year old existing equipment. We generally operate with two meter reading devices and are now down to only one. We also had issues over the summer with the meter software not communicating with the billing program. The existing equipment has zero salvage value.

### Vendor Quotes

Michigan Meter Technology Group is the sole supplier for the Neptune Products used by the City. Depending on the pieces purchased the cost ranges from \$7,732.88 to \$10,583.74 and the pricing will be under the Oakland County Cooperative extension bid contract #4276. The staff has not yet field tested the products to determine which are the most beneficial but would like approval to place the order once the decision is reached.

### Recommendation

Request approval to purchase meter reading equipment and software for a price not to exceed \$11,000; to be paid from reserves out of account 591.536.981.000.