



**CITY OF WALLED LAKE  
REGULAR COUNCIL MEETING  
and  
PUBLIC HEARING  
Monday, September 17, 2018 | 7:30 P.M.**

PLEDGE TO FLAG & INVOCATION

ROLL CALL & DETERMINATION OF  
A QUORUM

PUBLIC HEARING

1. Special Assessment Tri-A Infrastructure Cost and Options

REQUESTS FOR AGENDA CHANGES

APPROVAL OF MINUTES

1. Regular Council Meeting of August 21, 2018

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AUDIENCE PARTICIPATION

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

COUNCIL REPORT

CITY MANAGER'S REPORT

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

Pg. 15  
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CORRESPONDENCE

ATTORNEY'S REPORT

UNFINISHED BUSINESS

1. Second Reading C-340-18 Emergency Response Cost Recovery Ordinance Amendment

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NEW BUSINESS

1. Proposed Resolution 2018-42 DAS/Small Cell Right of Way Franchise Agreement
2. Proposed Resolution 2018-43 Great Lakes Water Authority Contract Amendment
3. Proposed Resolution 2018-44 Sewer Repair on Welfare Boulevard

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COUNCIL COMMENTS

MAYOR'S REPORT

ADJOURNMENT



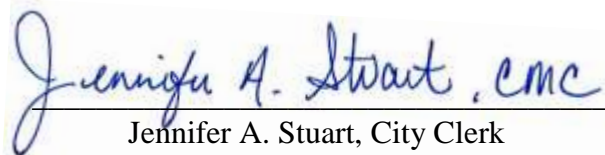
**CITY OF WALLED LAKE**  
**NOTICE OF PUBLIC HEARING**  
Monday, September 17, 2018 at 7:30 PM

The City of Walled Lake will hold a PUBLIC HEARING at the City of Walled Lake, Council Chambers located at 1499 E. West Maple Road, Walled Lake, Michigan 48390 at 7:30 p.m. on Monday, September 17, 2018 on the Tri A Subdivision (Beta, Delta, Gamma, Sigma, and Omega) pertaining to Infrastructure Cost and Options. The location of the improvement entails a sub wide stormwater drainage, water system, and road infrastructure design throughout the Tri A subdivision.

Per Section 66-5. Hearing on improvement; notice of the City’s Code of Ordinances the PUBLIC HEARING is to give notice that shall include a statement that appearance and protest at the hearing in the special assessment proceedings is required in order to appeal the amount of the special assessment to the state tax tribunal, and that an owner or party in interest, or his agents, may appear in person at the hearing to protest the special assessment or may file his appearance or protest by letter and his personal appearance shall not be required. The owner or any part having an interest in the real property may file a written appeal of the special assessment with the state tax tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

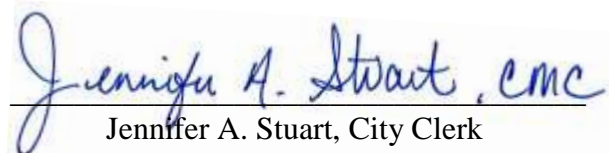
Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 48-hour advance notice. Please contact City Hall (248) 624-4847 for special services.

Dated this 5<sup>th</sup> day of September 2018.

  
Jennifer A. Stuart, City Clerk

STATE OF MICHIGAN     )  
COUNTY OF OAKLAND   ) SS.           AFFIDAVIT OF POSTING  
CITY OF WALLED LAKE   )

Jennifer A. Stuart, being first duly sworn, deposes and says: That she is the duly appointed and qualified City Clerk of the City of Walled Lake and that on this 5<sup>th</sup> day of September 2018 she caused the above Notice to be posted at City Hall.

  
Jennifer A. Stuart, City Clerk



**CITY OF WALLED LAKE**  
**REGULAR COUNCIL MEETING**  
**TUESDAY, AUGUST 21, 2018**  
**7:30 P.M.**

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

Pledge of Allegiance led by Mayor Ackley.

Invocation led by Mayor Pro Tem Owsinek.

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

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

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

**REQUESTS FOR AGENDA CHANGES:**

Council Member Costanzo requested an update on the SMART bus services be added to the agenda.

Mayor Ackley instructed that this discussion be held under council comments.

**APPROVAL OF THE MINUTES:**

**1. Regular Council Meeting of June 19, 2018**

**CM 8-1-18 TO APPROVE THE JUNE 19, 2018 REGULAR COUNCIL MEETING MINUTES**

Motion by Robertson, seconded by Ambrose, MOTION CARRIED: To approve the June 19, 2018 Regular Council Meeting Minutes.

Roll Call Vote

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

(6-1 MOTION CARRIED)

**2. Regular Council Meeting of July 17, 2018**

**CM 8-2-18      TO APPROVE THE JULY 17, 2018 REGULAR COUNCIL MEETING MINUTES**

Motion by Lublin, seconded by Loch, UNANIMOUSLY CARRIED: To approve the July 17, 2018 Regular Council Meeting Minutes.

Roll Call Vote

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

**AUDIENCE PARTICIPATION:**

Cheryl Flammer 3557 Clark Circle – said she was a representative of the Lakes Area Community Foundation and Banks Dolbeer Historic Home and spoke about a railroad historic site tour event scheduled for September 29, 2018 and the Banks Dolbeer Historic Home is a stop along the tour.

Tim Moore, 257 Neptune – Stated that most of the people know him. He explained that his name is Tim Moore and he lives at 207 Neptune and but is moving to 369 Decker. Mr. Moore said he didn't know if the Council knew what was going on as far as the building department and how things go but in June he wrote a letter to the Oakland County Road Commission about a tree that is on his new driveway area and he brought a copy of that letter to City Hall. Mr. Moore said he mailed the letter about the tree to the Oakland County Road Commission and received a response from the Oakland County Road Commission, but he had not heard anything from Walled Lake.

Mr. Moore stated that there had already been an accident at that location and there's been numerous close calls there because of people trying to get in and out of his driveway. Mr. Moore stated people are not used to the new driveway being there. Mr. Moore stated that the facts are that the 35 MPH speed limit is ignored, and he wanted to bring the problems to the attention of Council. Mr. Moore stated he was having furniture delivered to his house Friday before he had a certificate of occupancy, so he wanted that as soon as possible. Mr. Moore thanked Council for listening.

**COUNCIL REPORT:**

Council Member Lublin said he was voted the new treasurer of the Lakes Area Community Foundation at their last meeting.

Council Member Ambrose explained the City's Banks Dolbeer Committee members held a meeting and are trying to schedule a walk through for a list of items to address on the structure.

**CITY MANAGER'S REPORT:**

**1. Departmental / Divisional Statistical Reports**

**a. Police**

**b. Fire**

**c. Finance**

**-Warrant Report #8-2018**

**- Investment Report June 2018**

**CM 8-3-18 TO RECEIVE AND FILE THE MONTHLY DEPARTMENTAL / DIVISIONAL STATISTICAL REPORTS**

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

Discussion

Council Member Costanzo explained that he didn't know what the \$8,700 in charges was for and these charges were listed on page 68 of the council packet.

City Manager Whitt explained to Council Member Costanzo he himself had voted to approve the \$8,700 charges as part of the unanimously approved prior resolution 2018-20.

City Manager Whitt instructed city staff to forward to Council Member Costanzo another copy of the resolution 2018-20 for which he voted.

Roll Call Vote:

Yes (7) Loch, Lublin, Owsinek, Robertson, Ambrose, Costanzo, Ackley

No (0)

Absent (0)

Abstain (0)

City Manager Whitt explained he had made appointments to public offices and requested Council's approval. Manager Whitt stated those offices included new appointments to the Office of City Treasurer and City Finance Director.

City Manager Whitt introduced the City Treasurer, Mrs. Sandra Barlass as his appointment to the Office of City Finance Director.

**CM 8-4-18 MOTION TO APPROVE RESOLUTION 2018-37 A RESOLUTION CONFIRMING THE CITY MANAGER'S APPOINTMENT OF SANDRA BARLASS TO THE OFFICE OF FINANCE AND BUDGET; PROVIDING FOR THE EXERCISE OF POWERS AND AUTHORITIES OF THE CITY FINANCE DIRECTOR**

Motion by Owsinek, seconded by Lublin, UNANIMOUSLY CARRIED: To approve resolution 2018-37 a resolution confirming the City Manager's appointment of Sandra Barlass to the Office of Finance and Budget; providing for the exercise of powers and authorities of the City Finance Director.

Roll Call Vote

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

City Clerk Stuart provided the ceremonial Oath of Office.

City Manager Whitt introduced Assistant City Manager, Mrs. Chelsea Pesta as his new appointment for Office of City Treasurer. Mr. Whitt explained Mrs. Pesta has prior experience as Deputy Treasurer and Treasurer for the Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC).

**CM 8-5-18 MOTION TO RESOLUTION 2018-38 A RESOLUTION CONFIRMING THE CITY MANAGER'S APPOINTMENT OF CHELSEA PESTA TO THE OFFICE OF CITY TREASURER; PROVIDING FOR THE EXERCISE OF POWER AND AUTHORITIES OF THE CITY TREASURER**

Motion by Owsinek, seconded by Loch, UNANIMOUSLY CARRIED: To approve resolution 2018-38 a resolution confirming the City Manager's appointment of Chelsea Pesta to the Office of City Treasurer; providing for the exercise of powers and authorities of the City Treasurer.

Roll Call Vote

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

City Clerk Stuart provided the ceremonial Oath of Office.

City Manager Whitt introduced Ms. Miranda Gross as the City Clerk's appointment to Deputy City Clerk for Elections. Mr. Whitt explained Ms. Gross has participated in the City's election processes and is in her third year of the Michigan Municipal Clerks program.

**CM 8-6-18 MOTION TO APPROVE RESOLUTION 2018-39 A RESOLUTION CONFIRMING THE APPOINTMENT OF MIRANDA GROSS AS DEPUTY CITY CLERK FOR ELECTIONS; PROVIDING FOR THE EXERCISE OF POWERS AND AUTHORITIES OF THE CITY CLERK**

Motion by Loch, seconded by Ambrose, UNANIMOUSLY CARRIED: To approve resolution 2018-39 confirming the appointment of Miranda Gross as Deputy City Clerk for Elections; providing for the exercise of powers and authorities of the City Clerk.

Roll Call Vote

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

City Clerk Stuart provided the ceremonial Oath of Office.

City Manager Whitt instructed that Deputy Clerk Gross and Assistant City Manager Pesta to provide an update on the Highland Township contract negotiating of joining the two community's SMART programs.

Assistant City Manager Pesta explained the contract was provided to SMART a while ago and it is in their hands for review. Mrs. Pesta explained Highland is an opt-out community and the City of Walled Lake is an opt-in. This affects the funding and SMART is working with their legal department to adjust terms and definitions.

Deputy Clerk Ms. Gross explained the city had inquired about a status update and SMART management had replied it will not be any time soon.

City Manager Whitt explained the City is protecting the City's riders and until all signers of the contract are satisfied with the contract it will be open for negotiation.

**2. Presentation from Office of City Manager – Tri A Neighborhood Infrastructure Cost and Options**

Mr. Bradd Maki, Boss Engineering the City's consultant engineer explained the financial figures as requested by Council of the four options presented last month. Mr. Maki explained the first open house meeting was proposed for September 10<sup>th</sup> and to host the first required public hearing

at the next regular council meeting of September 17, 2018, then host another open house October 26, 2018 with preliminary construction plans, and at the regular scheduled council meeting of November 5, 2018 provide status presentation to City Council. Mr. Maki explained these tentative dates were selected to keep the timeline moving for the 2019 start date for construction. Council Member Costanzo asked where the September 10<sup>th</sup> meeting location would be. Assistant City Manager Pesta said it will be at the Walled Lake fire hall.

Mr. Maki explained the estimated costs for options 1-4. Option 1 is the lowest cost option with curb placement cost is \$4,068,000 million if sidewalk to be included cost is \$4,585,000 million dollars. Option 2 provides bike lanes with cost option \$4,279,000 and with sidewalk cost is \$4,795,000. Option 3 provides parking on one side with cost option of \$4,355,000 and with sidewalk cost is \$4,872,000. Option 4 provides parking on both sides with cost option \$4,611,000 and with sidewalk cost is \$5,128,000.

Mayor Pro Tem Owsinek asked if option 4 would requires a taking of the right of way or does the City have the right of way. Mr. Maki explained 60 feet is the City's right of way.

Council Member Costanzo asked if option 4 will be shortening someone's property that they assume is theirs. Mr. Costanzo opined people will perceive this as the City is taking their property. Mr. Maki explained it is the City's right-of-way and it would be explained to the residents.

Council Member Robertson asked if the individual costs will be discussed during the open house meeting. Mr. Maki explained the figures would be discussed at the City Council public hearing, the open house is for question and answers.

Council Member Lublin explained Council needs to be ready to answer the cost questions.

Council Member Costanzo said beyond option 1, the other 3 options require expansion of the road and the public needs to understand these areas are the City's right of way not their personal properties. Mr. Maki confirmed the widening is into the City's right of way.

City Manager Whitt said not doing the project is an option. Manager Whitt opined it is Council's responsibility to make the public aware and provide information and the cost is going to be enlightening and explained the issue for Council is the City is older, the standards were different then, and the infrastructure is in desperate need of repair. Manager Whitt explained many people want the repairs, but some do not want the additional cost.

Mr. Maki explained the drainage to Area H is already there and the City is working with the DEQ for permits to address the drainage to Area H.

Mayor Ackley asked if Council wanted to approve the dates as outlined in Mr. Maki's presentation.

Mr. Maki explained the September 10<sup>th</sup> meeting and October 26<sup>th</sup> meeting will be an open house format.



**CM 8-7-18 MOTION TO APPROVE SCHEDULING OF THE PROPOSED  
TIMELINE AND APPROVE ADMINISTRATION TO ESTABLISH  
THE TIMES AND SEND NOTICES**

Motion by Lublin, seconded by Costanzo, UNANIMOUSLY CARRIED: To approve scheduling of the proposed timeline and approve administration to establish the times and send notices.

Roll Call Vote

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

Finance Director Barlass explained the potential special assessments for this project began during the budget workshop sessions earlier in the year and for discussion purposes only she provided estimated figures for the four proposed options. Mrs. Barlass explained there are different options for determining the spread of the special assessment to each parcel. Mrs. Barlass explained for Option 1 with a 20-year special assessment duration divided equally between each of the 100 parcels the additional amount of \$2,035 would be added to the property owners' taxes or if divided by the property's frontage the average additional cost would be \$1,825 added to the tax roll.

Council Member Lublin explained the \$4 million dollars does not include the water rate increase that affects every user in the City which is estimated to generate approximately a million dollars towards the water main repair.

Finance Director Barlass explained the process as per the City Charter of creating a special assessment district; there needs to be two public hearings, then the City Assessor needs to provide the special assessment roll for public viewing, and the final phase is the vote of City Council to establish the special assessment district. Mrs. Barlass explained that financing would have to be in place before the project began.

City Manager Whitt explained if City Council were inclined to finance the project it should be for the longest amount of time to help the taxpayers. Manager Whitt explained this infrastructure deficiencies have not been dealt with for years and is a legacy that the current City Council has to deal with.

**3. Contracted Services for Code Enforcement and Inspections**

City Manager Whitt explained the City does not have a building department as previously suggested by speaker, but that the City has consulting inspectors. Manager Whitt explained in recent weeks the City received a resignation in the area of Code Enforcement and the question is whether it is feasible to contract out for these services. Manager Whitt explained that the Police Department is currently providing code enforcement.

Police Chief Shakinas explained different area communities were reviewed for their code enforcement practices, including the City of Wixom. Chief Shakinas asked for a quote from that company for code enforcement services and they responded with \$54/hr.

City Manager Whitt explained due to the high cost the police will remain, at this time, performing code enforcement. Manager Whitt asked Council for direction and explained there are cost and control issues.

Mayor Ackley asked what the hourly rate was for the prior City employed code enforcement staff. Chief Shakinas replied approximately \$26/hour without taxes technically \$22.00/hour.

City Manager Whitt explained his experience with contracted services and it starts with code enforcement with the potential to move into building inspection services if larger projects move forward. If there is a development in the future contracted services will be necessary.

City Manager Whitt complimented City Clerk Stuart, Assistant City Manager Pesta, and Deputy City Clerk Gross for their performance in the recent election and explained to Council that this city staff is trained to handle issues should they arise, as they did with the last election where communities were running out of ballots. Manager Whitt explained city staff reacted appropriately and the election was handled successfully.

City Manager Whitt complimented the Police Department on addressing recent events involving the loss of two residents. He explained the Police Department worked with the Oakland County Sheriff on processing the information. City Manager Whitt explained the City recently had a murder investigation and it was handled professionally. Manager Whitt praised the operations of the Police Department during these incidents.

City Manager Whitt explained a police vehicle was recently in an accident and was hit by another driver but that the police officer is OK with some injuries by the air. Manager Whitt explained that he will replace the vehicle as it will not return the vehicle to police service due to the extensive damage.

#### **ATTORNEY'S REPORT:**

City Attorney Vanerian explained there is new legislation coming before the voters in November for approval of marijuana for recreational purposes. Attorney Vanerian said that if this new legislation becomes law, the medical marijuana facilities are limited to providing only medical marijuana to patients. Municipalities may have all five types of facilities, but the ones licensed for recreational purposes may serve medical marijuana patients in addition to those who wish to use marijuana recreationally. Attorney Vanerian explained Council may want to consider a moratorium on the applications the City has received and wait for the November election results. Attorney Vanerian explained it is his understanding the City has taken no action on any applications.

Mayor Ackley explained the City Council already approved a medical marijuana ordinance and recreational use will not be permitted unless Council creates an ordinance.

City Attorney Vanerian explained City Council can keep what medical marijuana ordinances that are in place and not accept the recreational use purposes.

City Manager Whitt opined that the voters of Michigan will vote to pass this ballot issue as they did before. Manager Whitt explained medical marijuana applicants have submitted paperwork to the City and a moratorium is not his recommendation.

City Manager Whitt explained that he wants to move ahead with the medical marijuana processing and if Lansing passes something else it will be dealt with then. Mr. Whitt explained that the City has not issued a marijuana license to anyone.

**1. Small Cell Right of Way Franchise Agreement and Ordinance Amendment  
Memorandum**

City Attorney Vanerian explained he recently received notice that cellular and data industries are transforming from large towers to small mini cell towers; antennas are being put on utility poles in the public right of way. Attorney Vanerian explained essentially the state is moving to take away the local municipalities control over their own right of ways. PROTEC recommended communities adopt a form agreement adopting small cell right of way franchise agreements. Attorney Vanerian explained his agreement with PROTECT's recommendation.

**CM 8-8-18 TO INSTRUCT THE CITY ATTORNEY TO PREPARE A SMALL  
CELL FRANCHISE AGREEMENT AND A REGULATORY  
ORDINANCE FOR SMALL CELL FACILITIES**

Motion by Owsinek, seconded by Ambrose, UNANIMOUSLY CARRIED: To instruct the City Attorney to prepare a Small Cell Franchise agreement and a regulatory ordinance for small cell facilities.

Roll Call Vote:

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

**2. First Reading C-340-18 Emergency Response Cost Recovery Ordinance  
Amendment**

City Attorney Vanerian explained this ordinance gives the City the opportunity to recover costs from emergency services under certain circumstances.

**CM 8-9-18 TO APPROVE FIRST READING OF C-340-18 AN ORDINANCE TO AMEND CHAPTER 2, "ADMINISTRATION" ARTICLE III, "FINANCES," DIVISION 2, "COST RECOVERY FOR EMERGENCY RESPONSE, HAZARDOUS/TOXIC MATERIAL INCIDENTS, AND HAZARDOUS CONDITIONS OF EXTENDED DURATION," IN ITS ENTIRETY TO MODIFY COST RECOVERY PROVISIONS TO CONFORM TO STATE LAW REQUIREMENTS, AND TO REPEAL CONFLICTING PROVISIONS**

Motion by Robertson, seconded by Loch, UNANIMOUSLY CARRIED: To approved first reading of C-340-18 an ordinance to amend Chapter 2, "Administration" Article III, "Finances," Division 2, "Cost Recovery for emergency response, hazardous/toxic material incidents, and hazardous conditions or extended duration," in its entirety to modify cost recovery provisions to conform to State law requirements, and to repeal conflicting provisions.

Roll Call Vote:

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

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

**1. Proposed resolution 2018-40 Lakes Area Youth Assistance PY 2018-2019**

**CM 8-10-18 MOTION TO APPROVE RESOLUTION 2018-40 A RESOLUTION APPROVING THE AGREEMENT WITH THE LAKES AREA YOUTH ASSISTANCE AGENCY FOR SERVICES PROVIDED JULY 2018 THROUGH JUNE 2019**

Motion by Owsinek, seconded by Loch, UNANIMOUSLY CARRIED: To approve resolution 2018-40 a resolution approving the agreement with the Lakes Area Youth Assistance agency for services provided July 2018 through June 2019.

Roll Call Vote

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

## 2. 2018 Auto Auction Bid Results

Police Chief Shakinis explained there was an auto auction recently held and the bid opening was August 14, 2018. Chief Shakinis recommended Council accept the high bids for sale.

**CM 8-11-18 MOTION TO ACCEPT THE HIGH BIDS FROM THE AUGUST 14, 2018 AUTO AUCTION**

Motion by Loch, seconded by Owsinek, UNANIMOUSLY CARRIED: To accept the high bids from the August 14, 2018 auto auction.

Roll Call Vote:

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

### COUNCIL COMMENTS:

Council Member Lublin said the public safety campus looks good and he would like to have an appreciation dinner to thank all of those who serve on the City's boards and commissions.

Council Member Costanzo commended the Police and Fire Chief.

Council Member Ambrose also thanked the Police and Fire Chief for all their hard work.

### MAYOR'S REPORT:

Mayor Ackley explained she is requesting a motion to make Dennis O'Rourke an alternate on the Zoning Board of Appeals (ZBA). Mayor Ackley explained Mr. O'Rourke had accepted the nomination to the Planning Commission so he would have to be move to a ZBA alternate.

**CM 8-12-18 MOTION TO MOVE DENNIS O'ROURKE FROM A FULL TIME ZBA MEMBER TO AN ALTERNATE POSITION**

Motion by Costanzo, seconded by Robertson, UNANIMOUSLY CARRIED: To move Dennis O'Rourke from a full time ZBA member to an alternate position.

Roll Call Vote

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

**1. Proposed Resolution 2018-41 Mayor's nomination of Dennis O'Rourke to the Planning Commission**

**CM 8-13-18 MOTION TO APPROVE RESOLUTION 2018-41 A RESOLUTION ACCEPTING THE MAYOR' S NOMINATION TO FILL A VACANCY ON THE PLANNING COMMISSION PURSUANT TO THE REQUIREMENTS OF THE CITY CHARTER; MAKING AN APPOINTMENT TO THE PLANNING COMMISSION FOR AN UNEXPIRED TERM**

Motion by Lublin, seconded by Robertson, UNANIMOUSLY CARRIED: A motion to approve resolution 2018-41 a resolution accepting the Mayor' s nomination to fill a vacancy on the Planning Commission pursuant to the requirements of the City Charter; making an appointment to the Planning Commission for an unexpired term

Roll Call Vote

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

Mayor Ackley stated the Boards and Commission application is on the City website and encouraged if someone knew of anyone who would like to become the City's trailway council representative to have them submit an application. Mayor Ackley said she would like to see a member from Council apply.

City Manager Whitt explained he is currently the alternate.

**ADJOURNMENT**

Meeting adjourned at 9:27 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.*

**Monthly Violation Summary**  
**August 2018**



**Search Criteria:**

<b>Month :</b>	August
<b>Year :</b>	2018
<b>Citation Type:</b>	Both
<b>Violation Type:</b>	No Warning(s)
<b>Range One:</b>	00:00 - 07:59
<b>Range Two:</b>	08:00 - 15:59
<b>Range Three:</b>	16:00 - 23:59
<b>Include Court Approved Only?</b>	Yes
<b>Count Secondary Officer's Violation?</b>	Yes
<b>Report ID:</b>	226274
<b>Saved:</b>	No
<b>Run By:</b>	SHAKINAS, PAUL

# Monthly Violation Summary

## August 2018

Violation Description	Count	Percentage	Accident	TIME RANGE			YTD
				One	Two	Three	
<b>**ALL OTHERS**</b>							
ASSAULT	0	0 %	0	0	0	0	1
CARELESS DRIVING	0	0 %	0	0	0	0	1
CONTROLLED SUBSTANCES	0	0 %	0	0	0	0	4
DISOBEY TRAF SIGNAL (DISOBEY TRF LGT;ENTER INT ON RED LT;LF TRN THRU RED LT;FAIL STOP TRF SIGNAL/LT)	3	5.45 %	0	0	0	3	5
DISOBEY TRAF SIGNAL (RAN AMBER OR RED LIGHT;RIGHT TURN THRU RED LIGHT W/O STOP)	1	1.82 %	0	0	0	1	10
DISOBEYED STOP SIGN-FAILED TO STOP AT STOP INTERSECTION	0	0 %	0	0	0	0	1
DISOBEYED STOP SIGN-FAILED TO STOP AT THROUGH STREET OR STOP SIGN OR RAN STOP SIGN	0	0 %	0	0	0	0	3
DISORDERLY/INTOXICATION	3	5.45 %	0	2	0	1	12
DOMESTIC VIOLENCE	0	0 %	0	0	0	0	9
DROVE LEFT OF CENTER (LEFT OF DOUBLE YELLOW LINE)	0	0 %	0	0	0	0	1
DROVE WHILE LICENSE EXPIRED/CANCELED	2	3.64 %	0	0	0	2	7
DROVE WHILE LICENSE NOT VALID OR IMPR LICENSE (NO LICENSE NEVER APPLIED)	0	0 %	0	0	0	0	3
DROVE WHILE LICENSE SUSPENDED/REVOKED/DENIED	10	18.18 %	0	4	0	6	28
DROVE WHILE UNLICENSED (DROVE W/O OBTAINING LICENSE W/IN 3 YEARS)	0	0 %	0	0	0	0	1
DROVE WITHOUT DUE CARE AND/OR CAUTION	0	0 %	0	0	0	0	4
DRUG PARAPHERNALIA	0	0 %	0	0	0	0	1
EQUIPMENT VIOLATION: DEFECTIVE LIGHTING	0	0 %	0	0	0	0	1
EQUIPMENT VIOLATION: FAILED TO MAINTAIN EQUIPMENT	0	0 %	0	0	0	0	1
EQUIPMENT VIOLATION: NO LICENSE PLATE LIGHTS	0	0 %	0	0	0	0	1
EQUIPMENT VIOLATION: ONE HEADLIGHT	0	0 %	0	0	0	0	1
FAIL TO YIELD WHEN TURNING LEFT	0	0 %	0	0	0	0	3
FAIL TO YIELD: ONCOMING TRF; RIGHT OF WAY; R.O.W. TO VEH ON RT; AT STOP SIGN; DID NOT OBSERVE TRAF	1	1.82 %	1	0	1	0	6



# Monthly Violation Summary

## August 2018

FAILED TO DISPLAY VALID LICENSE	1	1.82 %	0	0	0	1	3
FAILED TO PROVIDE INFORMATION OR RENDER AID AFTER ACCIDENT	0	0 %	0	0	0	0	2
FAILED TO SIGNAL AND/OR OBSERVE	0	0 %	0	0	0	0	1
FAILED TO STOP FOR SCHOOL BUS	0	0 %	0	0	0	0	2
FAILED TO STOP WITHIN ASSURED CLEAR DISTANCE	2	3.64 %	2	0	0	2	23
FEEDING WATERFOWL	0	0 %	0	0	0	0	1
IMPROPER LANE USE	0	0 %	0	0	0	0	7
IMPROPER PASSING ON RIGHT	0	0 %	0	0	0	0	1
NO INSURANCE - CIVIL INFRACTION	2	3.64 %	0	1	0	1	18
NO PROOF OF INSURANCE	9	16.36 %	0	3	0	6	40
OPEN INTOXICANTS IN VEHICLE-PASSENGER	0	0 %	0	0	0	0	1
OPERATING WHILE INTOXICATED	0	0 %	0	0	0	0	10
OPERATING WHILE INTOXICATED-ACCIDENT	0	0 %	0	0	0	0	2
PARKING FOR CERTAIN PURPOSES PROHIBITED	0	0 %	0	0	0	0	1
PARKING-FIRE LANE	0	0 %	0	0	0	0	2
PARKING-HANDICAP	1	1.82 %	0	1	0	0	1
PRELIMINARY BREATH TEST REFUSAL IN NON-CMV	1	1.82 %	0	1	0	0	3
RECKLESS DRIVING	0	0 %	0	0	0	0	2
REGISTRATION/PLATE VIOL: DROVE UNREGISTERED VEHICLE	0	0 %	0	0	0	0	1
REGISTRATION/PLATE VIOL: EXPIRED PLATES	3	5.45 %	0	1	0	2	25
REGISTRATION/PLATE VIOL: IMPROPER PLATES	2	3.64 %	0	0	0	2	8
REGISTRATION/PLATE VIOL: NO PLATES	0	0 %	0	0	0	0	1
REGISTRATION/PLATE VIOL: NO REGISTRATION ON PERSON	0	0 %	0	0	0	0	2
REGISTRATION/PLATE VIOL: NO VALID PLATE	0	0 %	0	0	0	0	1
REGISTRATION/PLATE VIOL: NO VALID REGISTRATION CERTIFICATE	1	1.82 %	0	0	0	1	1
REGISTRATION/PLATE VIOL: OPERATED UNLICENSED VEHICLE ON ROADWAY	0	0 %	0	0	0	0	1

# Monthly Violation Summary

## August 2018

RESIST/OBSTRUCT/HINDER/INTERFERE W/POLICE	2	3.64 %	0	2	0	0	4
SPEED CONSTRUCTION ZONE 21 - 25 OVER	0	0 %	0	0	0	0	1
SPEEDING 01-05 OVER	7	12.73 %	0	0	1	6	98
SPEEDING 06-10 OVER	0	0 %	0	0	0	0	13
SPEEDING 11-15 OVER	3	5.45 %	0	0	0	3	7
SPEEDING 16-20 OVER	0	0 %	0	0	0	0	7
SPEEDING 21-25 OVER	1	1.82 %	0	1	0	0	1
SPEEDING 31-35 OVER	0	0 %	0	0	0	0	1
VIOL SAFETY BELT LAW/DRIVER	0	0 %	0	0	0	0	2
VIOLATION OF BASIC SPEED LAW	0	0 %	0	0	0	0	1
VIOLATION OF LICENSE RESTRICTIONS (W/O SPECIAL EQUIP/ATTACHMENTS)	0	0 %	0	0	0	0	1
<b>Total    **ALL OTHERS**</b>	55	100 %	3	16	2	37	400
<b>Total Violations</b>	55		3	16	2	37	400
<b>Total Tickets</b>	45		3	11	2	32	307

# CLR-065 Monthly Summary Of Offenses (WL)

----- All Offenses that were Attempted or Completed -----								A R R E S T S -----					
CLASS	Description	Aug/2018	Aug/2017	% CHG	YTD 2018	YTD 2017	% CHG	ADULT		JUV		Total	
								Aug/2018	YTD	Aug/2018	YTD	Aug	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	0	0%	1	0	0%	1	1	0	0	1	1
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%	0	0	0%	0	0	0	0	0	0
09004	JUSTIFIABLE HOMICIDE	0	0	0%	0	0	0%	0	0	0	0	0	0
09005	DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%	0	0	0%	0	0	0	0	0	0
09006	IN-CUSTODY DEATH	0	0	0%	0	0	0%	0	0	0	0	0	0
10001	KIDNAPPING/ABDUCTION	0	0	0%	1	0	0%	0	0	0	0	0	0
10002	PARENTAL KIDNAPPING	0	0	0%	0	0	0%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	1	-100%	0	1	-100%	0	0	0	0	0	0
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%	1	0	0%	0	1	0	0	0	1
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
12000	ROBBERY	0	0	0%	0	1	-100%	0	0	0	0	0	0
13001	NONAGGRAVATED ASSAULT	2	2	0%	22	12	83.33%	1	13	0	0	1	13
13002	AGGRAVATED/FELONIOUS ASSAULT	0	3	-100%	2	6	-66.6%	0	2	0	0	0	2
13003	INTIMIDATION/STALKING	1	0	0%	4	9	-55.5%	0	0	0	0	0	0
20000	ARSON	0	0	0%	0	0	0%	0	0	0	0	0	0
21000	EXTORTION	0	0	0%	0	1	-100%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	0	1	-100%	3	8	-62.5%	0	0	0	0	0	0

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								Aug/2018	YTD	Aug/2018	YTD	Aug	YTD
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	0%	0	0	0%	0	0	0	0	0	0
23001	LARCENY -POCKETPICKING	0	0	0%	0	0	0%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	0	0%	0	0	0%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	1	1	0%	10	8	25%	0	0	0	0	0	0
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%	0	0	0%	0	0	0	0	0	0
23005	LARCENY -THEFT FROM MOTOR VEHICLE	1	1	0%	5	6	-16.6%	0	0	0	0	0	0
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	0	0%	1	2	-50%	0	0	0	0	0	0
23007	LARCENY -OTHER	0	3	-100%	7	12	-41.6%	0	0	0	0	0	0
24001	MOTOR VEHICLE THEFT	0	0	0%	2	1	100%	0	0	0	0	0	0
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%	0	0	0%	0	0	0	0	0	0
24003	MOTOR VEHICLE FRAUD	0	0	0%	0	1	-100%	0	0	0	0	0	0
25000	FORGERY/COUNTERFEITING	0	0	0%	5	1	400%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	4	-75%	13	18	-27.7%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	1	3	-66.6%	13	13	0%	0	0	0	0	0	0
26003	FRAUD -IMPERSONATION	0	0	0%	0	0	0%	0	0	0	0	0	0
26004	FRAUD -WELFARE FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	0	0	0%	1	1	0%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	2	1	100%	7	7	0%	0	0	0	0	0	0
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0%	0	0	0%	0	0	0	0	0	0
27000	EMBEZZLEMENT	1	0	0%	3	1	200%	0	0	0	0	0	0
28000	STOLEN PROPERTY	0	0	0%	0	1	-100%	0	0	0	0	0	0
29000	DAMAGE TO PROPERTY	3	7	-57.1%	21	38	-44.7%	0	1	0	0	0	1
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%	0	1	-100%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	0	1	-100%	2	5	-60%	0	0	0	0	0	0

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CLASS	Description	Aug/2018	Aug/2017	% CHG	YTD 2018	YTD 2017	% CHG	ADULT		JUV		Total	
								Aug/2018	YTD	Aug/2018	YTD	Aug	YTD
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%	0	0	0%	0	0	0	0	0	0
30004	ORGANIZED RETAIL FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	0	0	0%	5	3	66.66%	0	3	0	0	0	3
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0%	1	1	0%	0	0	0	0	0	0
36001	SEXUAL PENETRATION NONFORCIBLE - BLOOD/AFFINITY	0	0	0%	0	0	0%	0	0	0	0	0	0
36002	SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
37000	OBSCENITY	0	0	0%	0	1	-100%	0	0	0	0	0	0
39001	GAMBLING- BETTING/WAGERING	0	0	0%	0	0	0%	0	0	0	0	0	0
39002	GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%	0	0	0%	0	0	0	0	0	0
39003	GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
39004	GAMBLING -SPORTS TAMPERING	0	0	0%	0	0	0%	0	0	0	0	0	0
40001	COMMERCIALIZED SEX -PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0
40002	COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0
40003	HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0
51000	BRIBERY	0	0	0%	0	0	0%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	0	0	0%	2	0	0%	0	1	0	0	0	1
52002	WEAPONS OFFENSE -EXPLOSIVES	1	0	0%	1	0	0%	0	0	0	0	0	0
52003	WEAPONS OFFENSE -OTHER	0	0	0%	0	1	-100%	0	0	0	0	0	0
64001	HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%	0	0	0%	0	0	0	0	0	0
64002	HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%	0	0	0%	0	0	0	0	0	0
72000	ANIMAL CRUELTY	0	0	0%	0	0	0%	0	0	0	0	0	0
<b>Group A Totals</b>		<b>15</b>	<b>28</b>	<b>-46.4%</b>	<b>133</b>	<b>160</b>	<b>-16.8%</b>	<b>2</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>22</b>
01000	SOVEREIGNTY	0	0	0%	1	1	0%	0	0	0	0	0	0
02000	MILITARY	0	0	0%	0	0	0%	0	0	0	0	0	0
03000	IMMIGRATION	0	0	0%	0	0	0%	0	0	0	0	0	0
09003	NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%	0	0	0%	0	0	0	0	0	0

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CLASS	Description	Aug/2018	Aug/2017	% CHG	YTD 2018	YTD 2017	% CHG	ADULT		JUV		Total	
								Aug/2018	YTD	Aug/2018	YTD	Aug	YTD
14000	ABORTION	0	0	0%	0	0	0%	0	0	0	0	0	0
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%	0	0	0%	0	0	0	0	0	0
22004	POSSESSION OF BURGLARY TOOLS	0	0	0%	0	0	0%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	0	0	0%	0	0	0%	0	0	0	0	0	0
36003	PEEPING TOM	0	0	0%	0	0	0%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	0	1	-100%	1	1	0%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%	0	1	-100%	0	0	0	0	0	0
38002	FAMILY -NONSUPPORT	0	0	0%	0	0	0%	0	0	0	0	0	0
38003	FAMILY -OTHER	0	0	0%	0	1	-100%	0	0	0	0	0	0
41001	LIQUOR LICENSE -ESTABLISHMENT	0	0	0%	0	0	0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	0	1	-100%	4	2	100%	0	1	0	0	0	1
42000	DRUNKENNESS	0	0	0%	0	0	0%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	3	0	0%	7	4	75%	0	2	0	0	0	2
49000	ESCAPE/FLIGHT	0	0	0%	0	0	0%	0	0	0	0	0	0
50000	OBSTRUCTING JUSTICE	0	0	0%	1	3	-66.6%	0	0	0	0	0	0
53001	DISORDERLY CONDUCT	2	0	0%	13	9	44.44%	1	4	0	0	1	4
53002	PUBLIC PEACE -OTHER	1	0	0%	8	6	33.33%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	0%	1	1	0%	0	1	0	0	0	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	2	1	100%	15	16	-6.25%	1	12	0	0	1	12
55000	HEALTH AND SAFETY	0	0	0%	0	1	-100%	0	0	0	0	0	0
56000	CIVIL RIGHTS	0	0	0%	0	0	0%	0	0	0	0	0	0
57001	TRESPASS	0	0	0%	7	1	600%	0	0	0	0	0	0
57002	INVASION OF PRIVACY -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
58000	SMUGGLING	0	0	0%	0	0	0%	0	0	0	0	0	0
59000	ELECTION LAWS	0	0	0%	0	0	0%	0	0	0	0	0	0
60000	ANTITRUST	0	0	0%	0	0	0%	0	0	0	0	0	0
61000	TAX/REVENUE	0	0	0%	0	0	0%	0	0	0	0	0	0

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CLASS	Description	Aug/2018	Aug/2017	% CHG	YTD 2018	YTD 2017	% CHG	ADULT		JUV		Total	
								Aug/2018	YTD	Aug/2018	YTD	Aug	YTD
62000	CONSERVATION	0	1	-100%	0	1	-100%	0	0	0	0	0	0
63000	VAGRANCY	0	0	0%	0	0	0%	0	0	0	0	0	0
70000	JUVENILE RUNAWAY	0	0	0%	0	0	0%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	4	0	0%	8	1	700%	0	0	0	0	0	0
75000	SOLICITATION	0	0	0%	0	0	0%	0	0	0	0	0	0
77000	CONSPIRACY (ALL CRIMES)	0	0	0%	0	0	0%	0	0	0	0	0	0
<b>Group B Totals</b>		<b>12</b>	<b>4</b>	<b>200%</b>	<b>66</b>	<b>49</b>	<b>34.69%</b>	<b>2</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>20</b>
2800	JUVENILE OFFENSES AND COMPLAINTS	2	4	-50%	7	9	-22.2%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	12	2	500%	55	60	-8.33%	10	31	0	0	10	31
3000	WARRANTS	3	2	50%	16	18	-11.1%	1	11	0	0	1	11
3100	TRAFFIC CRASHES	17	24	-29.1%	157	184	-14.6%	0	1	0	0	0	1
3200	SICK / INJURY COMPLAINT	30	23	30.43%	196	190	3.157%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	214	263	-18.6%	2335	2092	11.61%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	1	4	-75%	37	30	23.33%	0	0	0	0	0	0
3500	NON-CRIMINAL COMPLAINTS	251	422	-40.5%	1690	1499	12.74%	0	0	0	0	0	0
3600	SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%	0	0	0%	0	0	0	0	0	0
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	267	115	132.1%	1395	1004	38.94%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	2	3	-33.3%	35	38	-7.89%	0	0	0	0	0	0
3900	ALARMS	28	26	7.692%	197	163	20.85%	0	0	0	0	0	0
	NON-CRIMINAL COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
<b>Group C Totals</b>		<b>827</b>	<b>888</b>	<b>-6.86%</b>	<b>6120</b>	<b>5287</b>	<b>15.75%</b>	<b>11</b>	<b>43</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>43</b>
2700	LOCAL ORDINANCES - GENERIC	0	0	0%	0	0	0%	0	0	0	0	0	0
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	3	-33.3%	3	33	-90.9%	0	0	0	0	0	0
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	1	0%	1	4	-75%	0	0	0	0	0	0
4200	PARKING CITATIONS	0	0	0%	1	5	-80%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	1	0	0%	2	6	-66.6%	0	0	0	0	0	0
4400	WATERCRAFT CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0

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CLASS	Description	Aug/2018	Aug/2017	% CHG	YTD 2018	YTD 2017	% CHG	ADULT		JUV		Total	
								Aug/2018	YTD	Aug/2018	YTD	Aug	YTD
4500	MISCELLANEOUS A THROUGH UUUU	0	0	0%	0	0	0%	0	0	0	0	0	0
4600	LIQUOR CITATIONS / SUMMONS	0	0	0%	0	0	0%	0	0	0	0	0	0
4700	COMMERCIAL VEHICLE CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
4800	LOCAL ORDINANCE WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
4900	TRAFFIC WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS A THROUGH UUUU	0	0	0%	0	0	0%	0	0	0	0	0	0
	TRAFFIC WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	<b>Group D Totals</b>	<b>4</b>	<b>4</b>	<b>0%</b>	<b>7</b>	<b>48</b>	<b>-85.4%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
5000	FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
5100	18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	<b>Group E Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
6000	MISCELLANEOUS ACTIVITIES (6000)	0	0	0%	2	1	100%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	0	0	0%	3	0	0%	0	0	0	0	0	0
6200	ARREST ASSIST	0	0	0%	0	0	0%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	3	8	-62.5%	44	55	-20%	0	0	0	0	0	0
	CANINE ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	INVESTIGATIVE ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	COURT / WARRANT ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS ACTIVITIES (6000)	0	0	0%	0	0	0%	0	0	0	0	0	0
	<b>Group F Totals</b>	<b>3</b>	<b>8</b>	<b>-62.5%</b>	<b>49</b>	<b>56</b>	<b>-12.5%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
8000	MISCELLANEOUS DEALER ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	<b>Group I Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Totals for all Groups</b>	<b>861</b>	<b>932</b>	<b>-7.61%</b>	<b>6375</b>	<b>5600</b>	<b>13.83%</b>	<b>15</b>	<b>85</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>85</b>



# Walled Lake Fire Department Monthly Report

## August 2018

September 11, 2018

TO: L. Dennis Whitt-City Manager

FROM: James Coomer- Fire Chief

RE: Summary of Fire Activities for the Month of August 2018

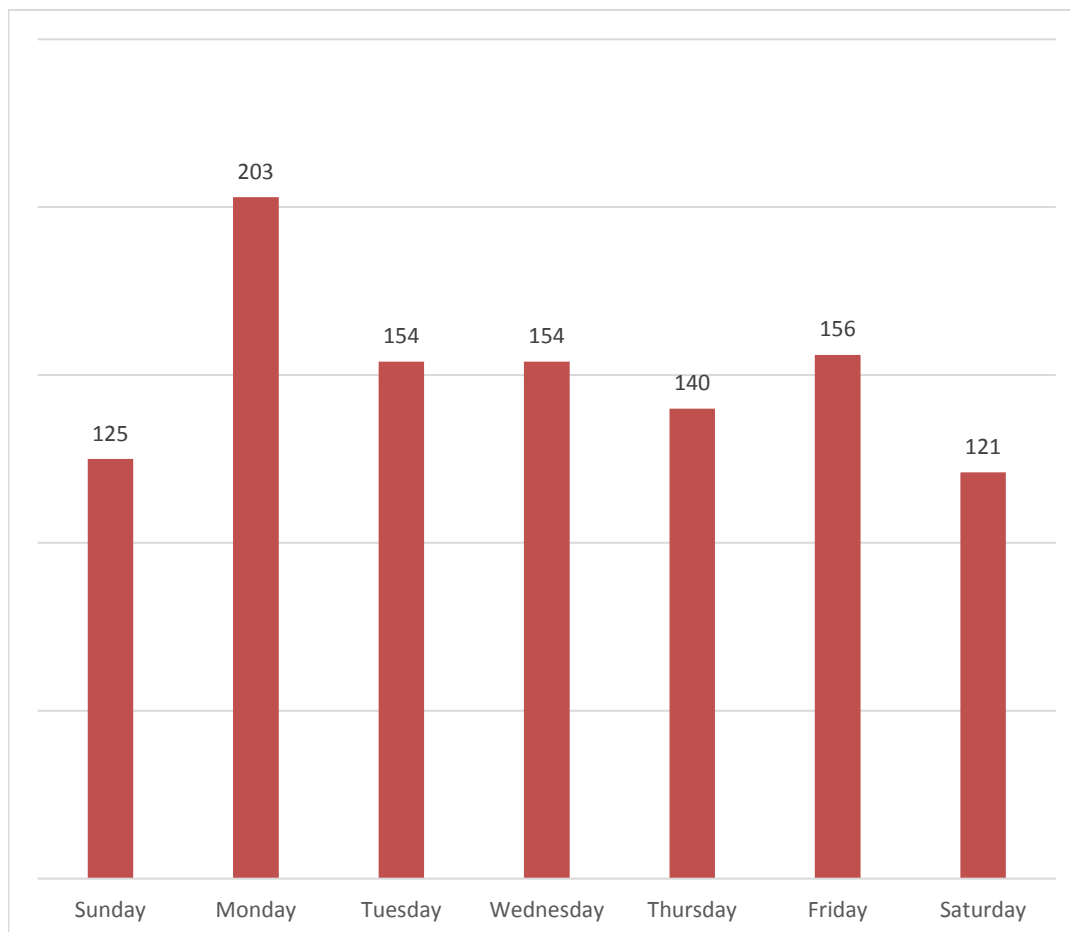
Attached you will find a report of activities as they relate to the Walled Lake Fire Department for the Month of August 2018.

- The Fire Department responded to 73 calls for service in July averaging 4 Firefighters per call with a response time of 4 minutes and eight seconds.
- 5- sets of Firefighting turnout gear was ordered and received this month. Turnout gear (Coat and Pants) have a life expectancy of 10 years and cost \$2300 per set.
- Training this month consisted of Aerial ladder operations and Engine water supply evolutions. Firefighters refined their skills using Ladder 1 and performed a variety of evolutions.
- Ladder 1 Aerial had its annual load stress test and passed. Diversified Inspection/ITL Inc. thoroughly examined the aerial and successfully met all test in accordance to the requirements of NFPA 1911 standards for the performance Testing Aerial Devices.
- Fire Department is currently painting hydrants and placing blue reflective tape on the barrel which makes the hydrant more visible in the dark.
- The Fire Department continues to offer CPR classes to the public and is currently establishing a list for our next class.

**WALLED LAKE FIRE DEPARTMENT  
INCIDENT STATISTICS  
AUGUST 2018**

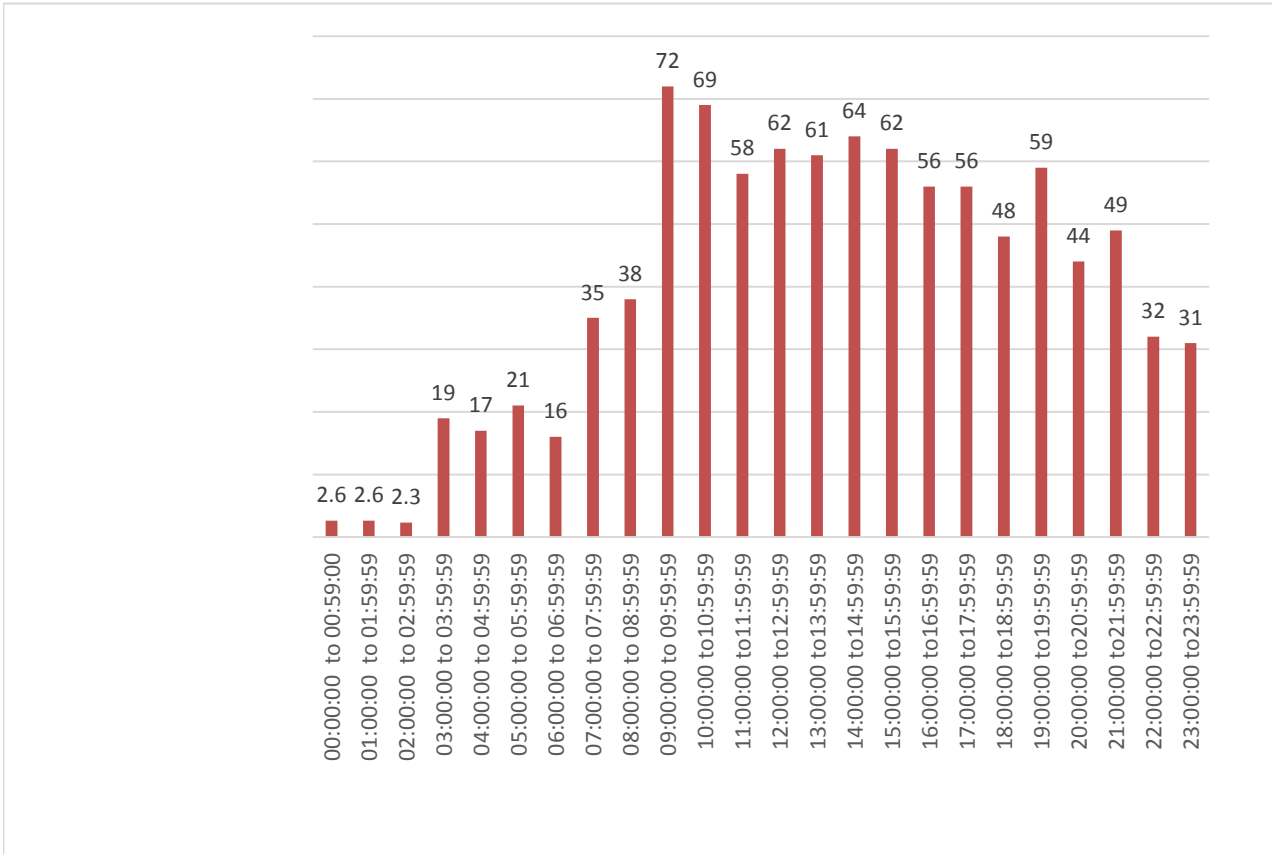
<b>INCIDENT TYPE</b>	<b>August</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>
TOTAL INCIDENTS	73	706	1086	937
Fire	2	24	37	34
EMS/Rescue	45	377	534	490
Hazardous Condition	2	34	47	29
Service Call	12	74	137	223
Good Intent	10	156	211	59
False Calls	1	36	111	99
Other/Special Incidents	1	4	9	9
Ambulance Transports	20	112	127	101
<b>Mutual Aid Information</b>				
Mutual Aid Given	7	18	30	37
Mutual Aid Received	0	6	15	24
<b>Response Time/Staff</b>				
Average Response Time	4:55	4:37	4:05	4:08
Average Staff Per Call	3.59	4.08	4.08	4.05

**Incident by Day of Week September 1, 2017 Through September 1, 2018**

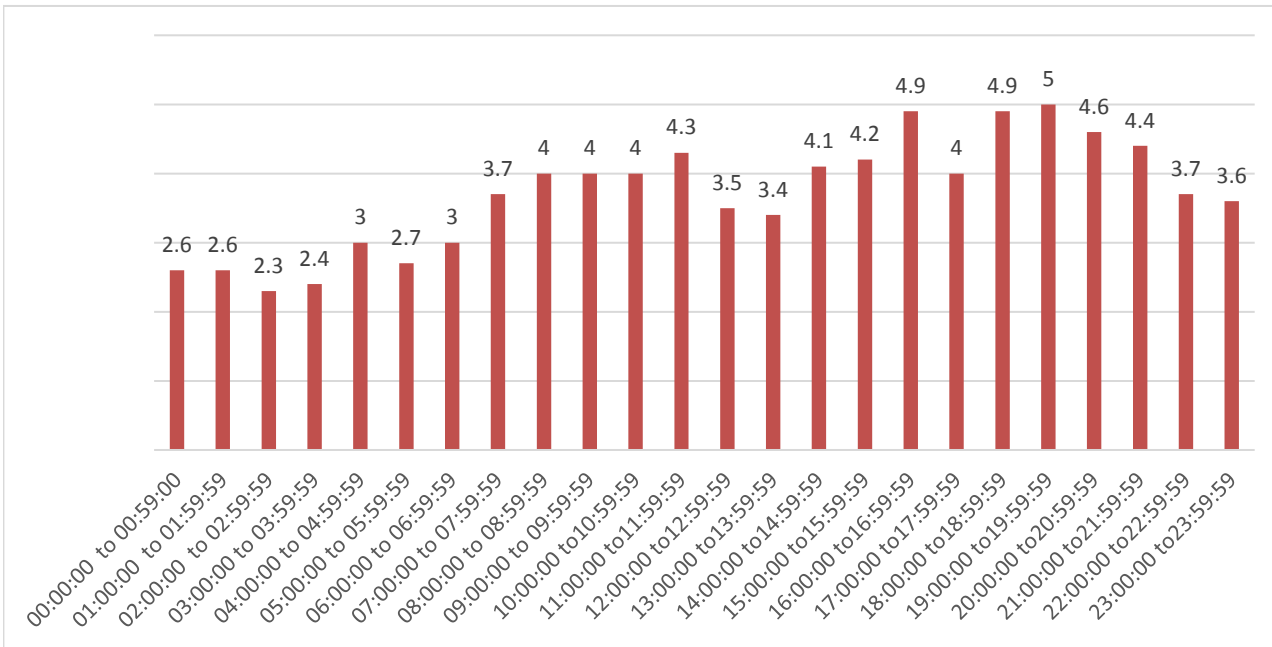


**WALLED LAKE FIRE DEPARTMENT  
INCIDENT STATISTICS  
AUGUST 2018**

**Incident by Time of Day September 1, 2017 Through September 1, 2018**



**Average Firefighter by hour of day September 1, 2017 through September 1, 2018**



**WALLED LAKE FIRE DEPARTMENT  
INCIDENT TYPE  
JANUARY 1, 2018 THROUGH AUGUST 31, 2018**

110 - Structure fire, other	2	.3%
111 - Building fire	4	.6%
131 - Passenger vehicle fire	3	.4%
151 - Outside rubbish, trash or waste fire	2	.3%
160 - Special outside fire, other	2	.3%
<b>Total - Fires</b>	<b>13</b>	<b>1.8%</b>
321 - EMS call, excluding vehicle accident with injury	118	16.7%
321T - Fire Department Transport	52	7.4%
322 - Vehicle accident with injuries	3	.4%
322T - Vehicle accident with injuries FD Transport	3	.4%
323T - Motor vehicle/pedestrian accident FD Transport	1	.1%
324 - Motor vehicle accident with no injuries	7	1.0%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>	<b>184</b>	<b>26.1%</b>
412 - Gas leak (natural gas or LPG)	1	.1%
424 - Carbon monoxide incident	1	.1%
440 - Electrical wiring/equipment problem, other	2	.3%
444 - Power line down	15	2.1%
4441 - Other Utility - Phone or Cable Line	1	.1%
445 - Arcing, shorted electrical equipment	5	.7%
<b>Total - Hazardous Conditions (No fire)</b>	<b>25</b>	<b>3.5%</b>
500B - Blood Pressure Check	4	.6%
500S - Smoke Detector Install	2	.3%
511 - Lock-out	1	.1%
542 - Animal rescue	1	.1%
550 - Public service assistance, other	1	.1%
551 - Assist police or other governmental agency	5	.7%
552 - Police matter	2	.3%
553 - Public service	4	.6%
561 - Unauthorized burning	2	.3%
561B - Burning Complaint	1	.1%
571 - Cover assignment, standby, moveup	2	.3%
<b>Total - Service Call</b>	<b>25</b>	<b>3.5%</b>
600 - Good intent call, other	5	.7%
600C - Citizen Assist	3	.4%
600L - Lift Assist	58	8.2%
611 - Dispatched & cancelled en route	2	.3%
611E - EMS: Dispatched & cancelled en route	1	.1%
622 - No incident found on arrival at dispatch address	2	.3%
651 - Smoke Odor/Odor of Smoke	1	.1%
651K - Odor Investigation	1	.1%
<b>Total - Good Intent Call</b>	<b>73</b>	<b>10.3%</b>
7001 - False Alarm - Medical	6	.8%
7002 - False Alarm - Fire	3	.4%
733 - Smoke detector activation due to malfunction	1	.1%
735 - Alarm system sounded due to malfunction	1	.1%
740 - Unintentional transmission of alarm, other	2	.3%
745 - Alarm system sounded, no fire - unintentional	1	.1%
<b>Total - False Alarm &amp; False Call</b>	<b>14</b>	<b>2.0%</b>

**WALLED LAKE FIRE DEPARTMENT  
INCIDENT TYPE  
JANUARY 1, 2018 THROUGH AUGUST 31, 2018**

900 - Special type of incident, other	1	.1%
9001 - Dispatch Error	1	.1%
<b>Total - Special Incident Type</b>	<b>2</b>	<b>.3%</b>
<b>Total for Station</b>	<b>336</b>	<b>47.6%</b>
111 - Building fire	2	.3%
113 - Cooking fire, confined to container	1	.1%
130 - Mobile property (vehicle) fire, other	2	.3%
132 - Road freight or transport vehicle fire	1	.1%
150 - Outside rubbish fire, other	1	.1%
151 - Outside rubbish, trash or waste fire	1	.1%
<b>Total - Fires</b>	<b>8</b>	<b>1.1%</b>
311 - Medical assist, assist EMS crew	2	.3%
321 - EMS call, excluding vehicle accident with injury	118	16.7%
321T - Fire Department Transport	54	7.6%
322 - Vehicle accident with injuries	2	.3%
322T - Vehicle accident with injuries FD Transport	2	.3%
324 - Motor vehicle accident with no injuries	4	.6%
352 - Extrication of victim(s) from vehicle	1	.1%
381 - Rescue or EMS standby	1	.1%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>	<b>184</b>	<b>26.1%</b>
424 - Carbon monoxide incident	2	.3%
444 - Power line down	6	.8%
4441 - Other Utility - Phone or Cable Line	1	.1%
<b>Total - Hazardous Conditions (No fire)</b>	<b>9</b>	<b>1.3%</b>
500 - Service Call, other	2	.3%
500B - Blood Pressure Check	14	2.0%
500C - Car Seat Install	3	.4%
500F - Fire Station Tour	1	.1%
500P - Fire Prevention Lecture	2	.3%
500S - Smoke Detector Install	7	1.0%
511 - Lock-out	1	.1%
520 - Water problem, other	1	.1%
522 - Water or steam leak	2	.3%
550 - Public service assistance, other	1	.1%
551 - Assist police or other governmental agency	1	.1%
552 - Police matter	1	.1%
553 - Public service	2	.3%
554 - Assist invalid	3	.4%
561 - Unauthorized burning	2	.3%
561B - Burning Complaint	3	.4%
571 - Cover assignment, standby, moveup	2	.3%
571W - Cover Walled Lake Fire Station	1	.1%
<b>Total - Service Call</b>	<b>49</b>	<b>6.9%</b>
600 - Good intent call, other	3	.4%
600A - Acceptance Test	1	.1%
600C - Citizen Assist	3	.4%
600I - Fire Inspection	12	1.7%
600L - Lift Assist	55	7.8%
600R - Re-Inspection	3	.4%

**WALLED LAKE FIRE DEPARTMENT  
INCIDENT TYPE  
JANUARY 1, 2018 THROUGH AUGUST 31, 2018**

611 - Dispatched & cancelled en route	5	.7%
611E - EMS: Dispatched & cancelled en route	2	.3%
622 - No incident found on arrival at dispatch address	4	.6%
651 - Smoke Odor/Odor of Smoke	3	.4%
651K - Odor Investigation	4	.6%
<b>Total - Good Intent Call</b>	<b>95</b>	<b>13.5%</b>
7001 - False Alarm - Medical	4	.6%
7002 - False Alarm - Fire	3	.4%
730 - System malfunction, other	3	.4%
731 - Sprinkler activation due to malfunction	2	.3%
735 - Alarm system sounded due to malfunction	4	.6%
736 - CO detector activation due to malfunction	1	.1%
740 - Unintentional transmission of alarm, other	1	.1%
741 - Sprinkler activation, no fire - unintentional	1	.1%
743 - Smoke detector activation, no fire - unintentional	1	.1%
745 - Alarm system sounded, no fire - unintentional	1	.1%
746 - Carbon monoxide detector activation, no CO	1	.1%
<b>Total - False Alarm &amp; False Call</b>	<b>22</b>	<b>3.1%</b>
9001 - Dispatch Error	3	.4%
<b>Total - Special Incident Type</b>	<b>3</b>	<b>.4%</b>
<b>Total for Station</b>	<b>370</b>	<b>52.4%</b>
	<b>706</b>	<b>100.0%</b>

**WALLED LAKE FIRE DEPARTMENT  
APPARATUS AND EQUIPMENT  
AUGUST 2018**

**APPARATUS**

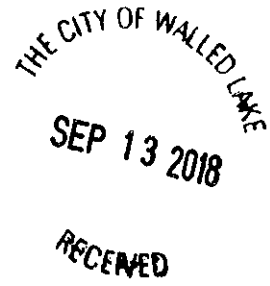
<b>Apparatus</b>	<b>Mileage</b>	<b>Last Month</b>	<b>Total Miles</b>	<b>YTD Miles</b>
Utility 1	49589	49313	276	2517
Utility 2	51086	51009	77	1414
Rescue 1	25428	25411	17	311
Squad 19	10868	10544	324	3076
Engine 23	34129	34042	87	687
Ladder 1	30343	30293	50	573

**Training**

Wednesday, August 1, 2018 Firefighter using Ladder 1 performed aerial evolutions.
Sunday, August 19, 2018 Firefighter practice pump operation with different water supply sources.

**Fire Prevention**

Re-inspection	1224 E. West Maple		Artisan Salon	
Fire Inspection	1101 N. Pontiac Trail		Marathon Gas Station	
Re-inspection	1101 N. Pontiac Trail		Marathon Gas Station	
Fire Inspection	850 Ladd Buildings A, B, & C		Orchard Grove Church	
Total inspections this month		4		
Total inspection this year		47		
Total re-inspection this month		1		
Total re-inspections this year		21		
Violations noted this month		23		
Violations noted this year		72		
Violations corrected this month		9		
Violations corrected this year		47		



September 11, 2018

City of Walled Lake  
Jennifer A. Stuart – City Clerk  
1499 E. West Maple Rd  
Walled Lake, MI 48390  
Subject: Tri A Subdivision special assessment

Ms. Stuart,  
Please accept this letter as formal notice that I am opposed to any special assessment and resulting homeowner costs for sub wide stormwater drainage, water system and/or road infrastructure improvements.

Randy A. Arnold  
1302 Delta Rd  
Walled Lake, MI 48390  
248-755-8516



STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF WALLED LAKE

ORDINANCE NO. C-340-18

AN ORDINANCE TO AMEND CHAPTER 2, "ADMINISTRATION" ARTICLE III, "FINANCES," DIVISION 2, "COST RECOVERY FOR EMERGENCY RESPONSE, HAZARDOUS/TOXIC MATERIAL INCIDENTS, AND HAZARDOUS CONDITIONS OF EXTENDED DURATION," IN ITS ENTIRETY TO MODIFY COST RECOVERY PROVISIONS TO CONFORM TO STATE LAW REQUIREMENTS, AND TO REPEAL CONFLICTING PROVISIONS

The City of Walled Lake Ordains:

Section 1. of Ordinance

Chapter 2, "Administration," Article III, "Finances," Division 2 "Cost Recovery for Emergency Response, Hazardous/Toxic Material Incidents, and Hazardous Conditions of Extended Duration" is hereby amended in its entirety to state as follows:

**DIVISION 2. COST RECOVERY FOR EMERGENCY RESPONSE**

**2-220. Purpose and intent.**

This Division is enacted for the purpose of furthering fiscal stability by providing for the recovery of costs incurred by the City for certain emergency response incidents, calls and requests.

**2-221. Definitions.**

The following words, terms and phrases, when used in this Division, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

*'Emergency Response Costs'* shall mean the actual costs incurred by the City, and by any other governmental or intergovernmental entity providing services at the request or direction of the City's Public Safety Department, as the result of an emergency response, except as may be expressly limited by an ordinance, resolution or policy adopted by the City. Such costs shall include, without limitation, (a) all labor costs (including wages, salaries, fringe benefits, and reimbursable expenses) of all personnel responding to the incident, call or request and all personnel engaged in the investigation, supervision, prosecution and report preparation relating to the incident, call or request; (b) all costs for materials, supplies, and equipment utilized or damaged in connection with an emergency incident or emergency response; (c) all costs for the

repair or replacement of publicly-owned property (real and personal property), buildings, facilities and infrastructure (such as utilities, roads, sidewalks, safety paths and other infrastructure and public improvements) damaged or destroyed in connection with or as a direct or indirect result of an emergency incident or emergency response; (d) investigation of an emergency incident and firefighting, emergency services, cleaning up, inspecting, testing, abating, mitigating, restoring and crowd control at the site of an emergency response or emergency incident; (e) all costs for labor and services for which the City had to contract in connection with or as a direct or indirect result of an emergency incident or emergency response; and (f) any other expenses incurred by the City, and by any other governmental or intergovernmental entity providing services at the request or direction of the City's Public Safety Department, in connection with or as a direct or indirect result of an emergency incident or emergency response.

*“Emergency Incident”* shall mean a fire, accident, medical emergency, utility emergency, hazardous material incident, arson, technical rescue, unlawful open burning, building or excavation collapse or other emergency situation.

*“False Alarm”* shall mean an automated or personal call, alarm or request for an Emergency Response or report of an Emergency Incident without reasonable cause to form a reasonable good faith belief that a person or property is in need of an Emergency Response or service or without reasonable cause to form a reasonable good faith belief that an Emergency Incident has occurred or is occurring and shall further include a false alarm generated by a faulty or improperly functioning alarm system.

*“Emergency Medical Response”* Shall mean an Emergency Response arising out of a medical condition, injury, disability or mental disorder and shall include, without limitation, transportation services provided by the Public Safety Department.

*“Emergency Response”* shall mean the dispatch, provision, response and/or utilization of police, fire, emergency medical, rescue/ambulance services and/or other emergency services by the City, or by any other governmental or intergovernmental entity providing any such services at the request or direction of the City's Public Safety Department, to an Emergency Incident, False Alarm, an Emergency Medical Response or any call or request for emergency assistance, including medical emergency assistance, from any person, property owner, government agency, emergency service provider, or other entity.

*“Hazardous Materials Incident”* shall mean an incident involving any chemical, substance, compound, mixture, or other material defined as, designated as, listed as, or having the same characteristics as any substance, compound, mixture or material listed as hazardous under the Fire Code adopted under Chapter 38 of this Ordinance Code, any other code adopted or enforced by the City, or any federal or state law or regulation.

*“Person”* shall mean any individual, partnership, corporation, limited liability company, association, consortium, governmental entity, public utility company, or any other legal entity.

“*Utility Emergency*” means downed, damaged or hazardous power and/or transmission lines, poles or other power equipment or facilities; gas pipeline breaks, failures or hazards; water/sewer system breaks, collapse or failures, or other mishaps occurring in connection with the activities of public utilities or their suppliers which necessitates an emergency response or monitoring by the City’s Public Safety Department, or causes damage to public property.

**2-222. Liability for Costs of the Emergency Response.**

The following persons or entities shall be jointly and severally liable for Emergency Response Costs:

- (1) The owner, lessee, and/or operator of any property to which there is an emergency response shall be presumed liable for the cost of the emergency response. If the Public Safety Department determines that a person other than the owner, lessee or operator of the property necessitated, used or caused the emergency response, the person necessitating, using or causing the emergency response shall be liable for the cost of the emergency response.
- (2) Any person or vehicle owner/lessee who owns, leases and/or operates a motor vehicle, other transporter or equipment of any kind, the operation of which results in an emergency response, shall be presumed liable for the costs of the emergency response. Fault, or lack of fault, for causing the emergency incident shall not rebut the presumption arising under this subsection.
- (3) Except as provided by this subsection, a person who makes, causes or initiates a false alarm shall be liable for the cost of the emergency response to the false alarm. For a false alarm generated by a faulty or improperly functioning alarm system, the owner, lessee, or operator of the alarm system or property serviced by the alarm system shall be liable for the cost of the emergency response for the third false alarm within a one (1) year period and each subsequent false alarm occurring within twelve months thereafter.
- (4) Except as expressly provided by this Division, any person who is responsible for, creates or whose actions or condition are a cause of an emergency incident, false alarm or emergency medical response giving rise to a need or request for an emergency response shall be liable for the costs of the emergency response including without limitation, the cost of an emergency medical response.
- (5) In the event of a utility emergency, the public utility and/or facility owner whose utilities, activities, equipment or facilities (including but not limited to, electric/gas/water/sewer utilities, telephone or telecommunication facilities, cable facilities, and pipe lines) necessitated the emergency response shall be liable for the costs of the emergency response.

- (6) If more than one person is liable for the expense of an emergency response under the foregoing provisions, all such persons shall be jointly and severally liable for the cost of the emergency response.
- (7) In the event of an emergency incident that involves a hazardous materials incident, to the extent the Michigan Natural Resources and Environmental Protection Act (being MCL 324.20101, et seq.) or any other law preempts the cost recovery provisions of this Article, the liability for and recovery of costs of the emergency response shall be governed by the Michigan Natural Resources and Environmental Protection Act or such other law, and the City may pursue collection of such costs of the emergency response in a civil action, pursuant to said laws.
- (8) A Person shall not be liable for the Emergency Response Costs of a residential or commercial fire unless the person recklessly or intentionally caused the fire.

**Section 2-223. Payment of Costs.**

- (1) Emergency Response Costs shall be a charge against the person or persons deemed liable for the expenses of an emergency response pursuant to this Division. Such charge constitutes a debt of that person or persons and is collectible by the City in the same manner as in the case of an obligation under an express or implied contract. The City may, within thirty (30) days of receiving all or part, of the itemized costs, incurred by the City (or other jurisdiction providing mutual aid to the City) for an emergency response, submit a bill for these costs by first class mail or personal service to the person or persons liable for the expenses as enumerated under this Article.
- (2) Any person receiving such a bill shall have the opportunity to appeal all or any portion of the amount shown on such statement by filing a written request for an appeal with the review board established by the City for such purpose, within 30 days of receipt of an invoice from the City. The request must be accompanied by a written explanation as to why the amount appealed should not be charged to the appellant. The review board shall hear such appeals. If the review board determines that the appellant is not properly liable for any or the entire amount charged, the review board may waive such charge against the appellant. The findings and decisions of the review board shall be in writing and filed with the City Clerk. If no written request for appeal is received within the specified time, the City may proceed in accordance with applicable laws and ordinances to collect any monies remaining unpaid at the expiration of 30 days from billing.
- (3) Any failure by any person or entity to either pay the bill within thirty (30) days of service, or file an appeal as set forth in subsection (2), above, shall be deemed in default to the City, and the City may commence a civil suit against such person or entity to recover the billed Emergency Response Costs, plus the City's attorney fees, court costs, litigation expenses and all other costs allowed by law. The

recovery of Emergency Response Costs under this Division is a separate civil liability of any person liable for the emergency response, and is separate from and in addition to any criminal proceedings that may be brought against the person or persons.

- (4) In addition, the City shall have any other remedy available to the City by law, including but not limited to requesting the City Attorney to file a civil action for the recovery of costs. Emergency Response Costs arising out of an Emergency Incident upon real property shall constitute and be secured by a lien against the real property that may be assessed and collected on the taxes rolls as provided by law in the same manner for assessment and collection of a special assessment lien.

#### Section 2. 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 3. 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 4. 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 5. Effective Date.

The provisions of this ordinance are hereby ordered to take effect following publication in the manner prescribed by the Charter of the City of Walled Lake.

AYES:

NAYS:

ABSENTS:

ABSTENTIONS:

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF OAKLAND    )

---

JENNIFER A. STUART, City Clerk  
CITY OF WALLED LAKE

---

LINDA S. ACKLEY, Mayor  
CITY OF WALLED LAKE

Introduced:   August 21, 2018  
Adopted:  
Effective:     \_\_\_\_\_

# MEMORANDUM

To: City of Walled Lake Council Members

From: Vahan C. Vanerian, City Attorney

Re: *DAS/Small Cell Right of Way Franchise Agreement*

File No: 7037 NF4

Date: September 13, 2018

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Pursuant to Council's directive at the previous Council meeting, attached please find a resolution adopting a uniform DAS/Small Cell Right of Way Franchise Agreement. The accompanying regulatory ordinance will be presented for first reading at the regular October 2018 meeting. In addition to establishing regulations and guidelines for placement of DAS/Small Cell facilities within the public right of way, the ordinance will further require execution of a uniform DAS/Small Cell Right of Way Franchise Agreement as adopted and approved by resolution of council. The primary features of the attached agreement include the following:

- Authorizes limited use of the ROW for installation and maintenance of wireless facilities as provided in the agreement.
- Provides for removal and relocation of the facilities as needed by the City and/or upon termination of the agreement.
- Provides for risk management, liability waivers, indemnification, and hold harmless provisions.
- Provides for collocation of other provider equipment.
- Establishes insurance requirements.
- Provides for payment of fees to the City.
- Establishes work standards.
- Establishes termination and notice provisions.

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF WALLED LAKE

RESOLUTION ADOPTING DAS/SMALL CELL RIGHT OF WAY  
FRANCHISE AGREEMENT

***Proposed RESOLUTION 2018-42***

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 17<sup>th</sup> day of September 2018 at 7: 30 p.m.

WHEREAS, the City of Walled Lake understands and embraces the need for advancement in wireless technology throughout our community and throughout the region; and

WHEREAS, the City of Walled Lake understands that wireless technology companies need access to locations throughout the community, including locations on City properties and within City Right-of-Ways (ROWs); and

WHEREAS, the City of Walled Lake also acknowledges the importance of controlling the installation of this wireless technology in order to preserve the safety and aesthetics of the community, including the safety and aesthetics of City properties and City ROWs; and

WHEREAS, the City of Walled Lake will work diligently with wireless providers in an effort to provide reasonable access to City properties and City ROWs for the necessary advancement in wireless technology while ensuring the safety and aesthetics of the community by managing and regulating use of public ROWs by Wireless Providers pursuant to the public ROW regulatory powers and authorities conferred upon the City pursuant to the Michigan Constitution 1963, Article 7, Section 29 and other implementing laws, ordinances and requirements; and

WHEREAS, the City of Walled Lake implements its Constitutional powers over public ROWs through a combination of permitting, Franchise/License Agreements, ordinances and other regulatory measures and therefore deems it appropriate and prudent to adopt a uniform DAS/Small Cell Right of Way Franchise Agreement for Wireless Facilities proposed for installation with public right of ways located within the City to further regulate the health, safety and welfare of the community while affording Wireless Providers reasonable use and access to public ROWs within the City on reasonable non-discriminatory terms without abrogating, waiving or modifying any existing City regulations or requirements.

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

Section 1. In addition to other terms and conditions set forth in an applicable permit, ordinance or agreement, the City hereby adopts the following uniform DAS/Small Cell Franchise agreement for all wireless installations on or within City ROWs as follows:



**DAS/SMALL CELL RIGHT OF WAY FRANCHISE  
AGREEMENT**

**BETWEEN**

**CITY OF WALLED LAKE, MI**

**and**

---

**THIS FRANCHISE AGREEMENT (“AGREEMENT”) DATED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, IS ENTERED INTO BY AND BETWEEN THE CITY OF WALLED LAKE, A MUNICIPAL CORPORATION (“CITY or FRANCHISOR”), WHOSE ADDRESS IS 1499 E. WEST MAPLE RD., WALLED LAKE, MI 48390 AND \_\_\_\_\_, A \_\_\_\_\_, L.L.C. (“FRANCHISEE” OR “\_\_\_\_\_”).**

**WHEREAS**, the CITY has made significant investments of time and resources in the acquisition and maintenance of the public ways and such investment has enhanced the utility and value of the public ways; and

**WHEREAS**, the public ways within the CITY are used by and useful to private enterprises including Franchisee and others engaged in providing telecommunications services to citizens, institutions, and businesses located in the CITY ; and

**WHEREAS**, the right to access and/or occupy portions of such public ways for limited times, for the business of providing telecommunications services, is a valuable economic privilege; and

**WHEREAS**, beneficial competition between providers of communication services can be furthered by the CITY ’s provision of grants of location and rights to use the public ways on non-discriminatory and competitively neutral terms and conditions as specifically itemized in this agreement; and

**WHEREAS**, FRANCHISEE is a private enterprise engaged in **installing** facilities related to and/or **providing** various telecommunications services within the CITY by means of fiber connected Distributed Antenna Systems or other Small Cell Facilities (DAS/Small Cells or DAS Small Cell Networks); and

**WHEREAS**, FRANCHISEE desire to physically install and occupy portions of the public way to install wireless facilities as specifically enumerated herein, and/or to utilize CITY, FRANCHISEE or third party owned poles for use of it’s franchised DAS/Small Cells. City Light Poles are excluded from this agreement;

**WHEREAS**, FRANCHISEE is agreeing to compensate the CITY for installation and/or operation of all antennas, supporting structures for antennas, equipment shelters, poles or houses associated with DAS/Small Cells in exchange for a grant of location and the right to use and physically occupy portions of the public way for the limited purposes and times set forth below;

**WHEREAS**, the CITY grants this Franchise pursuant to its authority to manage its public spaces;

**NOW THEREFORE** in consideration of the terms and conditions contained in this Agreement, the CITY and FRANCHISEE do hereby agree:

**1.0 DEFINITIONS**

**2.0 Except as otherwise defined herein, the following terms shall, when capitalized, have the meanings given below:**

**1.1 “Agency”** means any governmental agency or quasi-governmental agency other than the CITY, including, but not limited to, the Federal Communications Commission (FCC) and the Michigan Public Service Commission, Metro Authority or Local Community Stabilization Authority.

**1.2 “Grant”** when used with reference to grant or authorization of the CITY means the prior written authorization of the CITY OF WALLED LAKE (and/or its various boards and commissions) unless another person or method for authorization is specified herein or under applicable law. Grant does not mean “Approval” as contemplated in various FCC determinations related to subsequent collocation requests which are expressly not granted by this Franchise.

**1.3 “Business Day”** means any Day other than a Saturday, Sunday, or Day observed as an official holiday by the CITY.

**1.4 “Day”** means any calendar day, unless a Business Day is specified. For the purposes hereof, if the time in which an act is to be performed falls on a Day other than a Business Day, the time for performance shall be extended to the following Business Day. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

**1.5 “FCC”** means the Federal Communications Commission.

**1.6 “Hazardous Material”** means any substance, waste or material which, because of its quantity, concentration or physical or chemical characteristics is in fact or deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

**1.7 “Law” or “Laws”** means any federal, state or local statute, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order, or other lawful requirement in effect either at the time of execution of this Agreement or at any time during the period the DAS/Small Cells are located in the Public Rights-of-Ways.

**1.8 “DAS/Small Cells”** means any and all telecommunication facilities or related equipment installed and/or operated by FRANCHISEE for the provision of

commercial mobile radio service (“CMRS”) carriers and including cables, antennas, brackets, devices, conduits, poles, shelters, houses, cabinets and all other related equipment to be deployed, installed and/or operated by FRANCHISEE as described in Exhibit A attached hereto.

1.9 “**Person**” means an individual, a corporation, a partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association or government agency.

1.10 “**Public Ways**” or “**Public Rights-of-Way**” means the areas in, upon, above, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, boulevards, buildings and any other public places owned by and within the CITY as the same now or may hereafter exist and which are under the permitting jurisdiction of the CITY .

1.11 “**Release**” when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder by or on behalf of FRANCHISEE.

1.12 “**Services**” means those services provided by or through DAS/Small Cells FRANCHISEE as specifically identified in the attached detailed plans and specifications See Exhibit A. If the CITY grants the provision of any other services by FRANCHISEE, upon such grant, the definition of “Services” shall automatically be revised to include any such grant of additional services. Unless specifically expressed in this agreement, Service does not mean video service of any kind.

1.13 “**Poles**” means light poles, wooden power poles, traffic light poles, highway sign poles, utility poles, non-City owned lighting fixtures or other similar poles located in the Public Way, which poles are owned by the CITY or FRANCHISEE or any third parties and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The term poles excludes City owned light poles and any and all other historically or architecturally significant poles owned by the CITY located on public ways or, other similar street features.

## **2.0 TERM OF AGREEMENT**

The term of this Agreement shall commence on the date of execution by the CITY (“The Commencement Date”) and shall end on the same date as termination of any associated Metro Act Permit or, if no associated Metro Act Permit is issued, a term of ten years from the date of commencement.

Upon written application to CITY delivered no later than one year before the end date of the term of this FRANCHISE, the FRANCHISEE may request to amend this FRANCHISE to extend the end date to a proposed new date. Assuming the Franchisee has met all conditions of the FRANCHISE and performed to CITY ’s satisfaction in

providing the Services in the CITY, and assuming that CITY believes extension of the term of this Franchise would be in the public interest, the term end date of this FRANCHISE may be extended.

### **3.0 DESCRIPTION OF WORK**

**3.1 Installation of DAS/SMALL CELL NETWORKS:** During the term of this Agreement, FRANCHISEE is authorized, on a non-exclusive basis, to locate and install antennas, supporting structures for antennas, equipment shelters, poles or houses associated with DAS/Small Cell networks including utility poles, light poles or, to attach to CITY poles, traffic signal poles, if any, or other CITY owned poles to house and operate a DAS/Small Cell Network in the public right of way or other CITY owned or controlled property, as more particularly identified in Exhibit A.

This agreement alone, does not give any rights to use any property, poles or other structures not owned by the CITY or FRANCHISEE. Prior to installation of any DAS/Small Cell equipment including third party owned poles, in any CITY right of way, FRANCHISEE shall obtain written authorization for such installation upon such specifically designated property or pole from the owner of the property or pole, including the CITY, and shall provide the CITY with written evidence of such authorization, if received from a 3<sup>rd</sup> party.

**3.1.1. Location of DAS/Small Cell Networks:** The CITY may grant or deny the location and installation of any DAS/Small Cell equipment on a pole or other structure prior to installation, based on reasonable proprietary and or regulatory factors, such as the location of other present or future communications facilities owned by or installed at the direction or permission of the CITY, efficient use of physical space to avoid premature exhaustion of rights of way resources and space, potential interference with other communications facilities and services, the public safety of the motoring public and other users of the rights of way, maintaining the integrity and character of the various community districts as embodied in the zoning ordinances of the CITY. Such zoning ordinances and other applicable City guidelines NOT binding upon either party to this agreement regarding use of CITY property including rights of way, but as a guide employed at the discretion of the CITY, and other critical public services. Provided, however, that such grant shall not be unreasonably conditioned, withheld, or delayed.

3.1.2 **Map and List of DAS/Small Cell Equipment:** FRANCHISEE shall maintain in a form acceptable to the CITY , a current map and list of the locations of all Facilities used by FRANCHISEE for its DAS/Small Cell Network pursuant to this Agreement and located in public ways. FRANCHISEE shall provide such list to the CITY within ten (10) Business Days upon completion of the installations permitted in this agreement and, FRANCHISEE shall, whether or not requested by the CITY , provide an updated list and map promptly after any change is made in regard to the locations of the specific intallations specified by FRANCHISEE in such lists and maps. FRANCHISEE shall obtain all required permits and grants of the CITY and any of its departments or agencies, and any other Agency with jurisdiction over the DAS/Small Cells, services or the property on which the DAS/Small Cells are or will be located, prior to performing any work under this Agreement and shall comply with all of the terms and conditions set forth in these permits. FRANCHISEE shall not mount, construct, install, maintain, locate, operate, place, protect, reconstruct, reinstall, remove, repair, or replace any DAS/Small Cells on any pole, or other structure except as expressly authorized by and in strict compliance with this Agreement, and shall not without further and separate authorization, otherwise locate more than one antenna or other related structure on any single pole or other structure.

3.1.3 **Changes to DAS/Small Cell Networks or Their Location on Poles Located in Public Ways:** If FRANCHISEE proposes to install different but comparable equipment, or if the DAS/Small Cell or its location on the poles located in public Rights-of-Way deviate in any material way from the specifications attached hereto as Exhibit A, then FRANCHISEE shall first obtain a grant for the use and installation of the comparable equipment or for any such deviation in the DAS/Small Cells Network from the CITY and owners of the poles located on Public Rights-of-Way and shall provide the CITY with written evidence of such authorization. The CITY may not unreasonably deny use of the different but comparable equipment, or non-material deviation from the specifications set forth in Exhibit A with regard to the placement of the DAS/Small Cell equipment on the poles located on public ways, pursuant to the factors enumerated under Section 3.1.1, and such grant shall not be unreasonably conditioned, withheld, or delayed.

3.2 **Provision of Services:** The DAS/Small Cell Network installed pursuant to this Agreement shall be used solely for the rendering of communication services including telecommunication services and wireless services. If FRANCHISEE proposes to make a material change to the nature and character of the services not expressly permitted under this Agreement, including, without limitation, video programming services, open video system services, or cable television services, FRANCHISEE shall notify the CITY in writing of this intended change not less than one hundred and eighty (180) days prior to the proposed date of change to Service. The CITY may either (i) accept the proposed change in Service on mutually agreeable terms and conditions subject to the franchise requirements of MCL 484.3301 et seq. or (ii) require that the Services not be changed but rather continue to be provided as contemplated herein.

**3.3 Restoration of Work Site Areas:** Upon the completion of each task or phase of work to be performed by FRANCHISEE under this Agreement, FRANCHISEE shall promptly restore all work site areas to a condition reasonably satisfactory to the CITY and in accordance with construction standards as specified by the CITY, ordinary wear and tear not caused by FRANCHISEE or the DAS/Small Cells Networks excepted. The provisions of this paragraph shall survive the expiration, completion or earlier termination of this Agreement.

**3.4 Removal of DAS/Small Cell Network:** Upon one hundred and eighty (180) days' written notice by the CITY pursuant to the expiration or earlier termination of this Agreement for cause, FRANCHISEE shall promptly, safely and carefully remove the DAS/Small Cell Network from all poles and other places located in Public Rights-of-Way. Such obligation of FRANCHISEE shall survive the expiration or earlier termination of this Agreement. If FRANCHISEE fails to complete this removal work on or before the one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.4, then the CITY, upon written notice to FRANCHISEE, shall have the right at the CITY 's sole election, but not the obligation, to perform this removal work and charge FRANCHISEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. FRANCHISEE shall pay to the CITY the reasonable costs and expenses incurred by the CITY in performing any removal work and any storage of FRANCHISEE's property after removal (including any portion of the DAS/Small Cell Networks) within fifteen (15) Business Days of the date of a written demand for this payment from the CITY. The CITY may, in its discretion, obtain reimbursement for the above by making a claim under FRANCHISEE's performance bond. After the CITY receives the reimbursement payment from FRANCHISEE for the removal work performed by the CITY, the CITY shall promptly return to FRANCHISEE the property belonging to FRANCHISEE and removed by the CITY pursuant to this Section 3.4 at no liability to the CITY. If the CITY does not receive the reimbursement payment from FRANCHISEE within such fifteen (15) Business Days, or if CITY does not elect to remove such items at the CITY 's cost after FRANCHISEE's failure to so remove prior to one hundred ad eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.4, any items of FRANCHISEE's property, including without limitation the DAS/Small Cell Networks, remaining on or about the Public Rights-of-Way or stored by the CITY after the CITY 's removal thereof may, at the CITY's option, be deemed abandoned and the CITY may dispose of such property in any manner allowed by Law, and in accordance with any legal rights of persons other than the CITY who own light poles located in the public way and used by FRANCHISEE. Alternatively, the CITY may elect to take title to such abandoned property, whether the CITY is provided by the FRANCHISEE, an instrument satisfactory to the CITY transferring to the CITY the ownership of such property, or not. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

**3.5 Risk of Loss or Damage:** FRANCHISEE acknowledges and agrees that FRANCHISEE bears all risk of loss or damage of its equipment and materials, including, without limitation, the DAS/Small Cell Networks, installed in the Public Rights-of-Way pursuant to this Agreement from any cause, and the CITY shall not be liable for any cost of repair to damaged DAS/Small Cell Networks, including, without limitation, damage

caused by the CITY 's removal of DAS/Small Cell Networks, except to the extent that such loss or damage was caused by the willful misconduct of the CITY , including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors.

### **3.6 Removal or Relocation of DAS/Small Cell Network at CITY 's**

**Request:** FRANCHISEE understands and acknowledges that the CITY, at any time and from time to time, may require FRANCHISEE to remove or relocate upon a written request from the CITY on ten (10) Business Days' (or shorter in the event of an Emergency) notice at FRANCHISEE's sole cost and expense, portions of the DAS/Small Cell Network whenever CITY reasonably determines that the removal or relocation is needed: (1) to facilitate or accommodate the construction, completion, repair, relocation, or maintenance of a CITY project, (2) because the DAS/Small Cell Network interferes with or adversely affects proper operation of the light poles, traffic signals, CITY -owned communications systems or other CITY facilities, (3) because of a sale or vacation of the public right of way by the CITY, (4) because there is a change in use of the public right of way by the CITY provided such use similarly affects similarly FRANCHISED users in the public right of way, (5) because there is damage to and/or removal of the light pole, or (6) to preserve and protect the public health and safety, in a manner not inconsistent with 47 U.S.C. § 332(c)(7). FRANCHISEE shall at its own cost and expense remove, relocate and/or adjust the DAS/Small Cell Network, or any part thereof, to such other location or locations in the Public Rights-of-Way, or in such manner, as appropriate, as may be designated or granted, in writing and in advance, by the CITY. Such removal, relocation, adjustment shall be completed within the time prescribed by the CITY in it's written request and in accordance with the terms of this Agreement. FRANCHISEE shall not be in default hereunder if it has taken appropriate action as directed by the CITY to obtain such grant. If FRANCHISEE fails to remove, relocate, adjust or support any portion of the DAS/Small Cell Network as described by the CITY within the prescribed time, CITY may take all reasonable, necessary, and appropriate action, as stated in Section 3.4.

## **4.0 PERMIT, LIMITATIONS AND RESTRICTIONS**

**4.1 Limited Authorization:** This Agreement does not authorize the placement of DAS/Small Cell Networks or any other equipment on any sites, structures or facilities other than those specifically identified herein including collocation. Placement of the DAS/Small Cell Networks shall comply with the terms of the CITY's conditions of access in effect as of the date of execution hereof and as are applied equally to all Persons using the Public Rights-of-Way under grant by the CITY. The Agreement does not relieve FRANCHISEE of its burden of seeking any necessary permission from other governmental agencies which may have jurisdiction regarding FRANCHISEE's proposed use. FRANCHISEE further acknowledges that it cannot use any historically or architecturally significant poles located on the public rights-of-way or other street furniture, except as may be otherwise expressly authorized in a specific permit issued by the CITY.

**4.1.1 Modifications and Additions:** This franchise may be modified from time to time by written consent of all parties hereto and in particular with respect to subsequent expansion of the number of DAS/Small Cell installations in whole or in part. A new signature page executed by all parties shall be attached to any subsequent modification description attached as an addendum to Exhibit A.

**4.2 No Authorization to Provide Other Services:** FRANCHISEE represents, warrants and covenants that its DAS/Small Cell Networks installed pursuant to this Agreement will be utilized solely for the rendering of communication services, telecommunication services, including wireless services, and FRANCHISEE is not authorized to and shall not use the DAS/Small Cell Networks to offer or provide any other services not specified herein. Failure to abide by this may constitute a breach of this agreement, and the CITY, after providing FRANCHISEE with written notice and a meeting concerning the same, may levy fines in an amount not to exceed one thousand dollars (\$1,000.00) per day until the breach is remedied together with all other remedies available at law or equity.

**4.3 Reservation of Powers:** The CITY reserves any and all powers it may have, now or in the future under applicable local, state, or federal law, to regulate the DAS/Small Cell Networks, their use, or the use of the Public Rights-of-Way or of other CITY property. FRANCHISEE shall be subject to all present and future ordinances of the CITY and its Boards and Commissions. Nothing in this Agreement shall be construed as a waiver of any codes, ordinances or regulations of the CITY or of the CITY's right to require FRANCHISEE to secure the appropriate permits or authorizations for exercising the rights set forth in this Agreement.

**4.4 All Permitted Activities Fees at FRANCHISEE's Sole Expense:** Notwithstanding any other provision of this Agreement, the construction, operation, maintenance, removal and replacement of DAS/Small Cell Networks, and all other activities permitted hereunder and all fees or obligations of FRANCHISEE under this Agreement, shall be FRANCHISEE's sole responsibility at FRANCHISEE's sole cost and expense.

**4.5 Permit:** FRANCHISEE shall obtain, at its sole expense, all applicable permits as are required by the CITY or any other government Agency to perform the work and ongoing use, as described in this Agreement, of poles located on the Public Rights-of-Way, including but not limited to a Metro Act Permit pursuant to 2002 PA 48; MCL 484.3101et seq.

**4.6 No Real Property Interest Created:** Neither FRANCHISEE's use of the Public Rights-of-Way, nor anything contained in this Agreement, shall be deemed to grant, convey, create, or vest in FRANCHISEE a real property interest in any portion of the Public Rights-of-Way or any other CITY property, including but not limited to, any fee or leasehold interest in any land or easement. FRANCHISEE, on behalf of itself and any permitted successor, lessee, or assign, recognizes and understands that this



Agreement may create an interest subject to taxation and that FRANCHISEE, its successor, lessee or assign may be subject to the payment of such taxes.

**4.7 All Rights Nonexclusive:** Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to FRANCHISEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the CITY to use, and to allow any other Person or Persons to use, any and all parts of the Public Rights-of-Way, exclusively or concurrently with any other Person or Persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the Public Rights-of-Way now or at any time during the term of this Agreement, including without limitation any Encumbrances granted, created or allowed by the CITY at any time.

**4.8 Collocation:** This LICENSE does not grant or approve any collocation rights to any person or entity, related or unrelated to the LICENSEE. LICENSEE is authorized to install 1 antenna (or 1 DAS/Small Cell facility) per site/pole. Additional antennas (or DAS/Small Cell facilities) require new and additional licensure at the City's reasonable discretion. For purposes of preserving and furthering the public health, safety and welfare by minimizing the proliferation of new poles/wireless support structures within the public right of way, the City reserves the right to require all future DAS/Small Cell installers and/or providers to collocate on Licensee's poles or other support facilities pursuant to its police powers and Licensee agrees to reasonably accommodate such requirements in terms of: 1) location on the pole/support structure, and; 2) costs and fees charged to such 3rd party DAS/Small Cell Facility provider. In the event the City grants a collocation or similar right of way use request to a third party, LICENSEE shall make such accommodations necessary in a commercially reasonable manner and consistent with the Law to allow such collocation or pole attachment on any pole or other support structure referenced in this Agreement. Without limiting the foregoing, in accepting this Agreement LICENSEE acknowledges that it agrees to permit the utilization of its poles installed and authorized by this Agreement by third-party DAS/Small Cells on reasonable commercial terms and that it will accommodate such efforts to the extent doing so will not unreasonably interfere with LICENSEE's use of same. LICENSEE shall expressly require a City approved third-party DAS/Small Cell License Agreement in any lease/pole attachment agreements providing for any third-party DAS/Small Cell collocations or pole attachments upon any pole or other structure referenced in this Agreement.

## **5.0 WAIVERS AND INDEMNIFICATION**

**5.1 Non-Liability of CITY Officials, Employees and Agents:** No elective or appointive board, commission, member, officer, employee or other agent of the CITY shall be personally liable to FRANCHISEE, its successors and assigns, in the event of any default or breach by the CITY or for any amount which may become due to FRANCHISEE, its successors and assigns, or for any obligation of CITY under this Agreement.

**5.2 Obligation to Indemnify the CITY:** FRANCHISEE, its successors and assigns, shall hold harmless, defend, protect and indemnify the CITY, including, without limitation, each of its commissions, departments, officers, agents, employees and contractors, from and against any and all actions, losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs, judgments or suits including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") of any kind allegedly arising directly or indirectly from: (i) any act by, omission by, or negligence of FRANCHISEE or its contractors or subcontractors, or the officers, agents, or employees of any of them, while engaged in the performance of the work or conduct of the activities authorized by this Agreement, or while in or about the Public Rights-of-Way or any other CITY property for any reason connected in any way whatsoever with the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or allegedly resulting directly or indirectly from the presence, construction, installation, maintenance, replacement, removal or repair of the DAS/Small Cell Networks, (ii) any accident, damage, death or injury to any contractor, subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or while in or about the Public Rights-of-Way, for any reason connected with the performance of the work or conduct of the activities authorized by this Agreement, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Agreement, (iii) any accident, damage, death or injury, to real or personal property, good will, and Person(s) in, upon or in any way allegedly connected with the work or activities authorized by this Agreement or the presence of the DAS/Small Cell Networks from any cause or claims arising at any time including, without limitation, injuries or damages allegedly caused, directly or indirectly, in whole or in part, by radio wave transmission or electromagnetic fields emitted by the DAS/Small Cell Networks, (iv) any Release, or threatened Release, of any Hazardous Material caused in whole or in part by FRANCHISEE in, under, on or about the property subject to this Agreement or into the environment, or resulting directly or indirectly from the DAS/Small Cell Networks or the work or activities authorized by this Agreement, (v) any violation by FRANCHISEE of the terms and conditions hereof or any permit or grant issued by Commissioner or any Agency in connection with the DAS/Small Cell Networks or Services or pursuant hereto, or any misrepresentation made herein or in any document given by FRANCHISEE in connection herewith, and (vi) any direct or indirect interference by FRANCHISEE or the DAS/Small Cell Networks, except to the extent that such Claims arise from interference with use or placement of facilities in the public way caused by the sole negligence or willful misconduct of the CITY, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors.

**5.3 Scope of Indemnity:** FRANCHISEE shall hold harmless, indemnify and defend the CITY as required in this Section 5, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors, except only for claims resulting from the sole negligence or willful misconduct of the CITY, including without limitation, each of its commissions, departments, officers, agents, employees and contractors. FRANCHISEE specifically acknowledges and agrees that it has an immediate and independent obligation to defend the CITY from any claim which

actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered in writing to FRANCHISEE by the CITY and continues at all times thereafter, including, but not limited to. FRANCHISEE agrees that the indemnification obligations assumed under this Agreement shall survive expiration or other termination of this Agreement.

**5.4 No Liability for Damage, Death or Bodily Injury:** Neither CITY nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of FRANCHISEE, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the DAS/Small Cell Networks or activities authorized by this Agreement, the condition of any CITY property subject to this Agreement or FRANCHISEE's use of any CITY property, except as otherwise provided herein.

**5.5 Waiver of Claims regarding Fitness of Poles or Other Municipal properties or structures Located in Public Ways:** FRANCHISEE acknowledges that the CITY has made no warranties or representations regarding the fitness, availability or suitability of any poles or other Municipal properties or structures for the installation of the DAS/Small Cell Networks, or for any other activities permitted under this Agreement, and that, except as expressly provided herein, any performance of work or costs incurred by FRANCHISEE or provision of Services contemplated under this Agreement by FRANCHISEE is at FRANCHISEE's sole risk. FRANCHISEE on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, the CITY and its agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the poles located on public ways, other CITY property affected by this Agreement or any law or regulation applicable thereto.

**5.6 Waiver of All Claims:** FRANCHISEE acknowledges that this Agreement is terminable by the CITY under certain limited circumstances as provided herein, and in view of such fact FRANCHISEE expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and FRANCHISEE expressly assumes the risk of selling its Services which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of FRANCHISEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, FRANCHISEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, CITY, its departments, commissions, officers, boards, Commissioners and employees, and all persons acting by, through or under each of them, under any present or future Laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the CITY exercises its right to terminate this Agreement, as specifically provided herein.

**5.7 No Liability for Consequential or Incidental Damages:** FRANCHISEE expressly acknowledges and agrees that the CITY will not be liable for any consequential or incidental damages, including, but not limited to, lost profits and loss of good will, arising out of termination of this Agreement or disruption to the DAS/Small Cell Networks or FRANCHISEE's permitted activities hereunder. The CITY would not be willing to enter into this Agreement in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of CITY or its agents, and FRANCHISEE expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of FRANCHISEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, FRANCHISEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages (including without limitation, lost profits and loss of good will), and covenants not to sue for such damages, CITY, its departments, boards, commissions, officers, Commissioners and employees, and all persons acting by, through or under each of them, arising out of this Agreement or the work and activities authorized hereunder, including, without limitation, any interference with uses conducted by FRANCHISEE pursuant to this Agreement, regardless of the cause, and whether or not due to the negligence or gross negligence of CITY or its agents.

**5.8 No Interference:** FRANCHISEE shall not unreasonably interfere in any manner with the existence and operation of any and all public and private facilities existing now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, telecommunications facilities, wireless facilities, utility, and municipal property without the express grant of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. FRANCHISEE shall be responsible for repair and restoration of any damage caused by such interference, to the extent it is caused by FRANCHISEE, to facilities belonging to the CITY. The CITY agrees to require the inclusion of the same prohibition on interference as that stated above in all similar type agreements CITY may enter into after the date hereof.

## **6.0 INSURANCE**

**6.1 Amounts and Coverages:** FRANCHISEE and each of its subcontractors or others working on its behalf, will maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages with a copy of Proof of such insurance attached hereto as Exh B:

6.1.1 Workers' Compensation, with Employer's Liability limits of not less than One million dollars (\$1,000,000) each accident.

6.1.2 Commercial General Liability Insurance with limits not less than five million dollars (\$5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal

Injury, Owners and Contractors' Protective, Broadform Property Damage, Products Completed Operations.

6.1.3 Business Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including owned, non-owned and hired auto coverage, as applicable.

6.2 **Required Provisions:** General Liability and Automobile Liability Insurance shall be endorsed to provide for the following:

6.2.1 Name as additional insureds: the CITY , its officers, agents and employees.

6.2.2 That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

6.3 **Advance Notice of Cancellation:** All policies shall be endorsed to provide: thirty (30) days advance written notice to CITY of cancellation or intended non-renewal, mailed to the following address:

**CITY OF WALLED LAKE**  
CITY Clerk and  
City Manager  
1499 E. West Maple Rd,  
Walled Lake, MI 48390

With a copy to counsel:  
Vahan C. Vanerian, City Attorney  
2600 Troy Center Dr.  
Tro, MI 48007

6.4 **Claims-Made Policies.** Should any of the required insurance be provided under a claims-made form, FRANCHISEE shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of six (6) years beyond the Agreement expiration, to the effect that, should any occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

6.5 **General Aggregate Limit.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

**6.6 Receipt of Certificates of Insurance:** Certificates of insurance, in the form and with insurers reasonably satisfactory to the CITY, evidencing all coverages above shall be furnished to the CITY before commencing any operations under this Agreement See Exh B to this agreement, with complete copies of policies promptly upon the CITY 's written request.

**6.7 Effect of Approval of Insurance:** Approval of the insurance by the CITY shall not relieve or decrease the liability of FRANCHISEE hereunder.

**6.8 Effect of Lapse of Insurance:** This Agreement shall terminate immediately, after written notice to FRANCHISEE and an opportunity to cure of three (3) business days, upon any lapse of required insurance coverage.

## **7.0 FRANCHISE FEE, RECORD and DEPOSITS**

In connection with the work to be performed and activities to be conducted by FRANCHISEE under this Agreement:

### **7.1 Right-of-Way Fees for Installation and operation of DAS/Small Cell related Metro Act exempt facilities including antennas, supporting structures for antennas, poles equipment shelters or houses:**

**A. Initial Application Fee:** In order to compensate the CITY for FRANCHISEE's initial entry upon and deployment of DAS/Small Cell related Metro Act exempt facilities including antennas, supporting structures for antennas, poles equipment shelters or houses within the Public Rights-of-Way, FRANCHISEE shall pay to the CITY the following as applicable: **\$5,000** one time payment.

**B. One-time Fees per FRANCHISEE, City, or 3<sup>rd</sup> party owned Pole, with FRANCHISEE DAS/Small Cell equipment:** As compensation for the site review for the use of any and all structures in the CITY Rights of Way or public places including poles or other structures and facilities owned, in whole or in part, whether held in fee or in trust or other form of proprietary interest, by the CITY ("CITY Facility"), or any 3<sup>rd</sup> party, or by FRANCHISEE, shall pay to the CITY a one-time fee (the "One-time Fee") in the amount identified in the schedule set forth immediately below, per site, for the use of each such facility or structure, whether CITY owned or owned by FRANCHISEE or any 3<sup>rd</sup> party, which location is located in the CITY Right of Way or public place and upon which a DAS/Small Cell Network antenna, or any supporting structure thereof, has been installed pursuant to the other requirements of this Agreement.

#### **Schedule of One-time Fees per DAS/Small Cell site:**

1. For each site built prior to the execution of this Agreement, or otherwise in violation of this agreement, FRANCHISEE shall pay a One-time fee of **\$3,000** per DAS/Small cell site.

2. For each site built following the execution of this Agreement, FRANCHISEE shall pay a One-time fee of **\$1,000** per DAS/Small cell site.

**C. Monthly Fee Per FRANCHISEE or CITY owned pole, with FRANCHISEE owned Antenna and related structures and equipment:** As compensation for the use of any and all structures in the CITY Rights of Way or public places including poles or other structures and facilities owned, in whole or in part, whether held in fee or in trust or other form of proprietary interest, by the CITY (“CITY Facility”), or by FRANCHISEE, shall pay to the CITY a monthly fee (the “Monthly Fee”) in the amount identified in the schedule set forth immediately below, per installed site for the use of each such facility or structure, whether CITY owned or owned by FRANCHISEE or any 3<sup>rd</sup> party, which location is located in the CITY Right of Way or public place and upon which a DAS/Small Cell Network antenna, or any supporting structure thereof, has been installed pursuant to the other requirements of this Agreement. The aggregate Monthly Fee with respect to each year of the term shall be an amount equal to the number of sites on CITY owned rights of way or other property locations or equipment or Facilities on which FRANCHISEE’s equipment was currently existing during the preceding month, multiplied by the Monthly Fee, prorated as appropriate, and shall be due and payable within 30 days of the end of each quarter to CITY by FRANCHISEE.

**The parties to this agreement do not intend, and this agreement does not grant, the utilization of any jointly owned or third party owned properties in fulfillment of this agreement without written authorization by any such 3<sup>rd</sup> party, subject to collocation priority requirements as referenced in sections 3.1.1 and 4.8.**

This agreement anticipates AND AUTHORIZES ONLY ONE ANTENNA PER POLE OR SUPPORT STRUCTURE AND that every antenna as well as related support structure, installed by FRANCHISEE in CITY Rights of Way or public places, shall be subject to a Franchise fee as identified in this section and subject to collocation priority requirements as referenced in Sections 3.1.1 and 4.8

**Schedule of Monthly Fees per antenna or pole or both (Not more than one antenna/pole-See Section 4.8):**

Tier 1: FRANCHISEE or City owned Poles with FRANCHISEE DAS/Small Cell equipment:

Residential Areas: **\$150** per site, per month

Industrial and Commercial Areas: **\$100** per site, per month

Rural Areas: **\$75** per site, per month

Tier 2: 3<sup>rd</sup> Party owned Poles with FRANCHISEE DAS/Small Cell equipment:

All Areas: **\$50** per site, per month

**(It is the intent of the parties that all antennas are to be placed on poles only, as described above and in Exhibit A.)**

**The parties to this agreement do not intend, and this agreement does not grant, the utilization of any CITY owned public places, buildings or structures other than certain structures in the CITY Rights of Way as specifically identified in Exh A.**

**7.2 Retention of Records:** FRANCHISEE shall at all times keep and maintain full, true and correct business and financial records associated with this Agreement and provide such records on a quarterly basis in such form as to support the payments made under Sec 7.1 above.

**7.3 Late Payment Charge:** If FRANCHISEE fails to pay any amounts payable under this Agreement within ten (10) days following the due date thereof, and after written notice of such non-payment, such unpaid amount shall be subject to a late payment charge equal to eighteen (18%) of the unpaid amount in each instance. The late payment charge has been agreed upon by the CITY and FRANCHISEE, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that the CITY will incur as a result of any such failure by FRANCHISEE, the actual costs thereof being extremely difficult if not impossible to determine.

**7.4 Other Payments and Documentation:** In addition to all other fees to be paid to the City hereunder, LICENSEE shall timely pay to the City all applicable deposit fees, permit fees, engineering fees, consultant fees and other fees or amounts incurred by the CITY in the preparation of this agreement or otherwise required to be paid by LICENSEE to the City in connection with obtaining permits or performing work under this Agreement, and as required by any federal, state or local law, statute, ordinance, rule or regulation. LICENSEE therefore acknowledges and agrees that this Agreement alone is not sufficient authorization from the City for the installation and operation of the DAS/Small Cell Networks and that additional documentation may be required by the City.

**7.5 Security Deposit/Bond:** Prior to performing any work necessary under this Agreement, FRANCHISEE will deliver to the CITY a valid performance bond in the sum of fifty thousand dollars (**\$50,000.00**), issued by a surety company acceptable to the CITY's Controller in the form attached hereto as Exhibit C. FRANCHISEE agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover all costs associated with the project not covered by any insurance policies including but not limited to: interest, charges by the CITY to remove DAS/Small Cell Networks and unpaid permit and administrative fees. FRANCHISEE shall keep such bond, at its expense, in full force and effect (The bond can be renewed from year to year) until the ninetieth 90th day after the Expiration Date or other termination hereof, to insure the faithful performance by FRANCHISEE of all of the covenants, terms and conditions of this Agreement. Such bond shall provide thirty (30) days prior written notice to the CITY of cancellation or material change thereof. In the event of any non-extension of the bond, FRANCHISEE shall replace such security with another form permitted hereunder at least ten (10) days prior to expiration and if FRANCHISEE fails to do so the CITY shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as the Security Deposit required hereunder. Any unused portion of the funds so obtained by the CITY shall be returned to FRANCHISEE upon



replacement of the bond or deposit of cash security in the full amount required hereunder. Such bond submitted pursuant to the requirements of a related Metro Permit shall satisfy the bond requirements of this agreement.

## **8.0 WORK STANDARDS**

**8.1 Performance of Work:** FRANCHISEE shall use and exercise due care, caution, skill and expertise in performing all work under this Agreement and shall take all reasonable steps to safeguard and maintain in clean and workmanlike manner, all work site areas, including, without limitation, the poles located on Public Rights-of-Way and other existing facilities and property. All work to be undertaken by FRANCHISEE in the Public Rights-of-Ways shall at all times be performed by workers in accordance with generally accepted industry practice.

**8.2 Work Plan:** Prior to performing any work necessary under this Agreement, FRANCHISEE shall present a map (Exhibit A) and written proposal describing the work to be performed and the facilities, methods and materials (if any) to be installed (“Work Plan”) to the CITY for review and will not perform any work until it has received CITY Authorization of the Work Plan. In addition, prior to conducting any work in the Public Rights-of-Way, FRANCHISEE shall provide to the CITY a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a day, seven (7) days a week, problems or complaints resulting, directly or indirectly, from the DAS/Small Cell Network installed pursuant to this Agreement. As soon as is reasonably practical following installation of the DAS/Small Cell Network, FRANCHISEE shall deliver as-built drawings to CITY Hall. (As an Amendment to Exhibit A)

**8.3 No Underground Work Without Written Authorization:** FRANCHISEE hereby represents, warrants and covenants that FRANCHISEE shall perform no excavation, trenching, coring, boring, or digging into the ground or installation of any equipment or other material into the ground, or any other underground work in connection with the work to be performed or Services to be provided by FRANCHISEE under this Agreement, except to the extent expressly approved by the CITY . FRANCHISEE further represents, warrants and covenants that it shall not otherwise disturb or disrupt the operation or maintenance of any sanitary sewers, storm drains, gas or water mains, or other underground conduits, cables, mains, or facilities.

**8.4 Repair or Replacement of Damaged Facilities or Property:** Upon written request, FRANCHISEE agrees to repair or replace to CITY 's reasonable satisfaction any CITY-owned facilities or CITY-owned property that the CITY determines has been damaged, destroyed, defaced or otherwise injured as a result of the work performed or Services provided by FRANCHISEE under this Agreement. FRANCHISEE shall perform such work at no expense to the CITY, except to the extent such damage, destruction, defacement, or injury was caused by the sole negligence or willful misconduct of CITY.

**8.5 Modification of Work Plans:** If during the term of this Agreement, the CITY determines that the public health or safety requires a modification of or a departure from the Work Plan submitted by FRANCHISEE and granted, the CITY shall have the authority to identify, specify and delineate the modification or departure required, and FRANCHISEE shall perform the work allowed under this Agreement in accordance with the CITY-specified modification or departure at FRANCHISEE's sole expense. The CITY shall provide FRANCHISEE with a written description of the required modification or departure, the public health or safety issue necessitating the modification or departure, and the time within which FRANCHISEE shall make, complete or maintain the modification or departure required.

## **9.0 TERMINATION**

**9.1 Immediate Termination upon Notice in Certain Circumstances.** In addition to all other remedies provided by law or in equity, either party may terminate this Agreement immediately upon written notice to the other party in the event of either of the following:

9.1.1 By CITY after written notice to FRANCHISEE and after opportunity to meet with representatives of the CITY, if the CITY reasonably determines that FRANCHISEE's continued use of the Public Rights-of-Way will adversely affect public health or safety;

9.1.2 By either party (the "Non-Defaulting Party") if the other party has failed to perform any of its material obligations under this Agreement; provided, however, that if the Defaulting Party's failure to perform under or comply with this Agreement is capable of being cured, and if a specific notice or cure period or time for performance of such obligation is not otherwise specified in this Agreement, then the Non-Defaulting Party shall provide the Defaulting Party with a notice of the Defaulting Party's failure to perform or comply and provide the Defaulting Party with thirty (30) days from the date of the notice to cure the failure to perform or comply to the Non-Defaulting Party's reasonable satisfaction; provided, further, that upon the occurrence during the term of this Agreement of two (2) defaults of the same obligation by either Party, the Non-Defaulting Party shall not be required to provide any notice regarding the Defaulting Party's failure to perform such obligation, and any subsequent failure by the Defaulting Party after the Defaulting Party has received two such notices shall constitute a default by the Defaulting Party hereunder without any requirement on the part of the Non-Defaulting Party to give the Defaulting Party notice of such failure or an opportunity to cure.

**9.2 Effect of Termination:** In the event of termination of this Agreement as herein provided, FRANCHISEE shall immediately cease all work being performed under this Agreement, excepting only that work necessary for FRANCHISEE to remove all DAS/Small Cell Networks from the Public Rights-of-Way as provided in Section 3.4 above. Termination of this Agreement by the CITY as herein provided shall constitute the withdrawal of any grant, consent or authorization of the CITY for FRANCHISEE to

perform any construction or other work under this Agreement in the Public Rights-of-way or on public property excepting only that work necessary for FRANCHISEE to remove all DAS/Small Cell Networks and leave all work site areas in a clean and safe condition and in accordance with Section 3. Upon any such early termination, the CITY shall promptly remit to FRANCHISEE a prorated portion of the annual Franchise fee paid to the CITY, if any.

**10.0 NOTICES**

Except as otherwise expressly provided in this Agreement, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or reliable commercial overnight courier, return receipt requested, with postage prepaid, to:

**CITY OF WALLED LAKE**  
CITY Clerk and  
City Manager  
1499 E. West Maple Rd,  
Walled Lake, MI 48390

With a copy to City Attorney:  
Vahan C Vanerian, Esq.  
2600 Troy Center Dr.  
Troy, MI 48007

**FRANCHISEE**  
\_\_\_\_\_  
  
\_\_\_\_\_

or to such other address as either CITY or FRANCHISEE may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change.

**11.0 COMPLIANCE WITH LAWS**

11.1 FRANCHISEE shall comply with all present and future Laws.

11.2 All facilities installed pursuant to this Agreement shall be constructed to comply with all lawful federal, state and local construction and applicable telecommunications requirements.

## **12.0 MISCELLANEOUS**

12.1 **Amendments:** Neither this Agreement nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

12.2. **Representations and Warranties:** Each of the persons executing this Agreement on behalf of FRANCHISEE does hereby covenant, represent and warrant that, to the best of his or her knowledge, (a) FRANCHISEE is a duly authorized and existing \_\_\_\_\_ corporation, has and is qualified to do business in \_\_\_\_\_, and has full right and authority to enter into this Agreement, (b) each and all of the persons signing on behalf of FRANCHISEE are authorized to do so, (c) all financial statements and reports previously provided to the CITY by FRANCHISEE are true and complete in all material respects and accurately reflect the financial condition of FRANCHISEE as of the date such statements were provided to the CITY , and FRANCHISEE's financial condition as of the date it executes this Agreement is not materially worse than that reflected in the most recent of such financial statements and reports, and (d) the DAS/Small Cell Networks installed pursuant to this Agreement shall comply with all applicable FCC standards regarding radio frequencies and electromagnetic field emissions. Upon the CITY 's written request, FRANCHISEE shall provide the CITY with evidence reasonably satisfactory to the CITY confirming the foregoing representations and warranties.

Franchisee further warrants all the work performed by it or its subcontractors or anyone acting on behalf of Franchisee, against workmanship and product defects and any and all related costs, fees and damages to appurtenant or otherwise affected CITY facilities and property.

12.3 **Interpretation of Agreement:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

12.4 **Assignment; Successors and Assigns:** Neither this Agreement nor any part of FRANCHISEE's rights hereto may be assigned, pledged or hypothecated, in whole or in part, without the express written consent of the CITY , which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of FRANCHISEE hereunder to a parent, subsidiary, successor, or financially viable affiliate shall not be deemed an assignment for the purposes of this Agreement, provided that FRANCHISEE deliver to the CITY the following: (1) Bond issued in the name of transferee; (2) Assignment and Assumption Agreement between CITY and transferee; (3) Certificate of Insurance naming transferee as insured. In the event FRANCHISEE files a petition in bankruptcy pursuant to 11 U.S.C. Sections 101, et seq., the assignment of this Agreement shall be governed by the

provisions of the Bankruptcy Code with a presumption that such filing in bankruptcy constitutes a breach of this agreement. An assignment of this Agreement is only enforceable against the CITY if FRANCHISEE or its trustee in bankruptcy complies with the provisions of 11 U.S.C. Section 365, including obtaining the authorization from the Bankruptcy Court. CITY hereby expressly reserves all of its defenses to any proposed assignment of this Agreement. Any person or entity to which the Bankruptcy Court authorizes the assignment of this Agreement shall be deemed without further act to have assumed all of the obligations of FRANCHISEE arising under this AGREEMENT on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to CITY an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to CITY, shall be the exclusive property of CITY, and shall not constitute property of FRANCHISEE or of the estate of FRANCHISEE within the meaning of the Bankruptcy Code

12.4.1 The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Facilities deployed by Franchisee in the Rights-of-Way pursuant to this Agreement may be owned and/or operated by Franchisee's third-party wireless carrier customers ("Carriers") and installed and maintained by Franchisee pursuant to license agreements between Franchisee and such Carriers. Such Facilities shall be treated as Franchisee Facilities for all purposes under this Agreement provided that (i) Franchisee remains responsible and liable for all performance obligations under the Agreement with respect to such Facilities, (ii) City's sole point of contact regarding such Facilities shall be Franchisee, and (iii) Franchisee shall have the right to remove and relocate the Facilities. Franchisee shall not grant such Carriers with rights of access to such Facilities. City acknowledges that Franchisee may include third party-owned equipment in its initial installation of Facilities and that such inclusion shall not be considered a sublicense to a third party subject to the provisions of this Section.

12.5 **Severability:** If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by Law.

12.6 **Governing Law:** This Agreement shall be construed and enforced in accordance with the Laws of the State of Michigan.

12.7 **Entire Agreement:** This instrument (including the exhibits hereto, which are made a part of this Agreement) contains the entire agreement between the parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including

prior drafts of this Agreement and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

**12.8 Time is of the Essence:** Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

**12.9 Cumulative Remedies:** All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

**12.10 Relationship of Parties:** The CITY is not, and none of the provisions in this Agreement shall be deemed to render the CITY, a partner in FRANCHISEE's business, or joint venturer or member in any joint enterprise with FRANCHISEE. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's prior written consent as provided herein. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

**12.11 Non-Discrimination:** FRANCHISEE agrees and shall require all agents conducting business in Michigan on its behalf to agree not to discriminate on the basis of race, sex, religious creed, national origin, sexual preference, color, disability or age in connection with this agreement.

**FRANCHISEE**

**CITY OF WALLED LAKE**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBITS**

- Exhibit A DAS/Small Cell Network Plans and Specs
- Exhibit B Proof(s) of Insurance
- Exhibit C Bond

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

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF WALLED LAKE

RESOLUTION TO APPROVE AMENDMENT NO. 4 TO WATER  
SERVICE CONTRACT BETWEEN GREAT LAKES WATER  
AUTHORITY AND CITY OF WALLED LAKE

***Proposed RESOLUTION 2018-43***

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 17<sup>th</sup> day of September 2018 at 7:30 p.m.

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

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

WHEREAS, through the One Water Partnership, GLWA customer members requested that GLWA undertake an effort to place all customers on the same periodic contract review schedule (“Reopener Schedule”) to assist in reducing, as much as practicable, volatility in customer charges; and

WHEREAS, GLWA agreed to devise a contract alignment process (“CAP”) which would result in all model contracts being reopened on a four-year schedule beginning in calendar year 2022 and every four years thereafter; and

WHEREAS, the CAP requires that, regardless of Customer’s current Reopener Schedule, that Customer’s Contract be amended in calendar year 2018; and

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

WHEREAS, the Parties agree to replace Section 5.07 of the Contract in its entirety; replace Third Amended Exhibit A with Fourth Amended Exhibit A; replace Third Amended Exhibit B with Fourth Amended Exhibit B; and all other terms, conditions, and covenants contained in the Contract shall remain in full force and effect as set forth in the Contract; and

WHEREAS, the City Manager and Public Works Coordinator have reviewed the proposed amendments contained in Amendment No. 4, including the proposed Fourth Amended Exhibit A and B and finds them administratively adequate; and



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

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

Section 1. Amendment No. 4 to the Water Service Contract between the Great Lakes Water Authority and City of Walled Lake, as approved, shall be executed in accordance with applicable provisions of City Ordinances as directed by Council.

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

AYES: ()

NAYS: ()

ABSENT: ()

ABSTENTIONS: ()

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN     )  
  SS  
COUNTY OF OAKLAND    )

---

JENNIFER A. STUART  
City Clerk

---

LINDA S. ACKLEY  
Mayor

**AMENDMENT NO. 4 TO WATER SERVICE CONTRACT  
BETWEEN  
GREAT LAKES WATER AUTHORITY  
AND  
CITY OF WALLED LAKE**

This Amendment Agreement No. 4 (“Amendment”) is made between the Great Lakes Water Authority, a municipal authority and public body corporate (“GLWA”), and the City of Walled Lake, a municipal corporation (“Customer”). GLWA and Customer are collectively referred to as the “Parties”.

**RECITALS**

- a. GLWA leases, operates and maintains the public water supply system owned by the City of Detroit (“System”); and
- b. On October 6, 2009, the Parties entered into a Water Service Contract (“Contract”) reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended and assigned; and
- c. Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and
- d. Through the One Water Partnership, GLWA customer members requested that GLWA undertake an effort to place all customers on the same periodic contract review schedule (“Reopener Schedule”) to assist in reducing, as much as practicable, volatility in customer charges; and
- e. GLWA agreed to devise a contract alignment process (“CAP”) which would result in all model contracts being reopened on a four-year schedule beginning in calendar year 2022 and every four years thereafter; and
- f. The CAP requires that, regardless of Customer’s current Reopener Schedule, that Customer’s Contract be amended in calendar year 2018; and
- g. In consideration of the mutual undertakings of the Parties and for the benefit of the public, it is the mutual desire of the Parties to enter into this Amendment to amend the Contract as set out in detail in the following sections; and

**ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:**

1. Section 5.07 of the Contract is deleted in its entirety and replaced with the following:

5.07 Periodic Review and Reopener. For Customer and System planning purposes and, regarding the Minimum Annual Volume, enforcement of the provisions of Article 3, Maximum Flow Rates, Pressure Ranges, Projected Annual Volumes and Minimum Annual Volumes (collectively, “Values”) shall be established by mutual agreement for the Contract Term. As of calendar year 2018, the Parties shall review the Values in calendar year 2022 and every four years thereafter for the Contract Term and any renewal terms (each review year a “Reopener Year”, and collectively the Reopener Years comprising the “Reopener

Schedule”). However, if Customer executes the Contract more than two years before the next Reopener Year, then the Reopener Schedule set forth in bold type in Exhibit B, Table 2, shall be modified and shown to permit one additional Reopener Year prior to the next Reopener Year in the Reopener Schedule. The Values shall be contractually binding between each Reopener Year. If the Parties do not negotiate Values according to the Reopener Schedule, then the Values established for planning purposes (as shown in italicized type in Exhibit B) shall become contractually binding until the next Reopener Year.

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

*(Signatures appear on next page)*



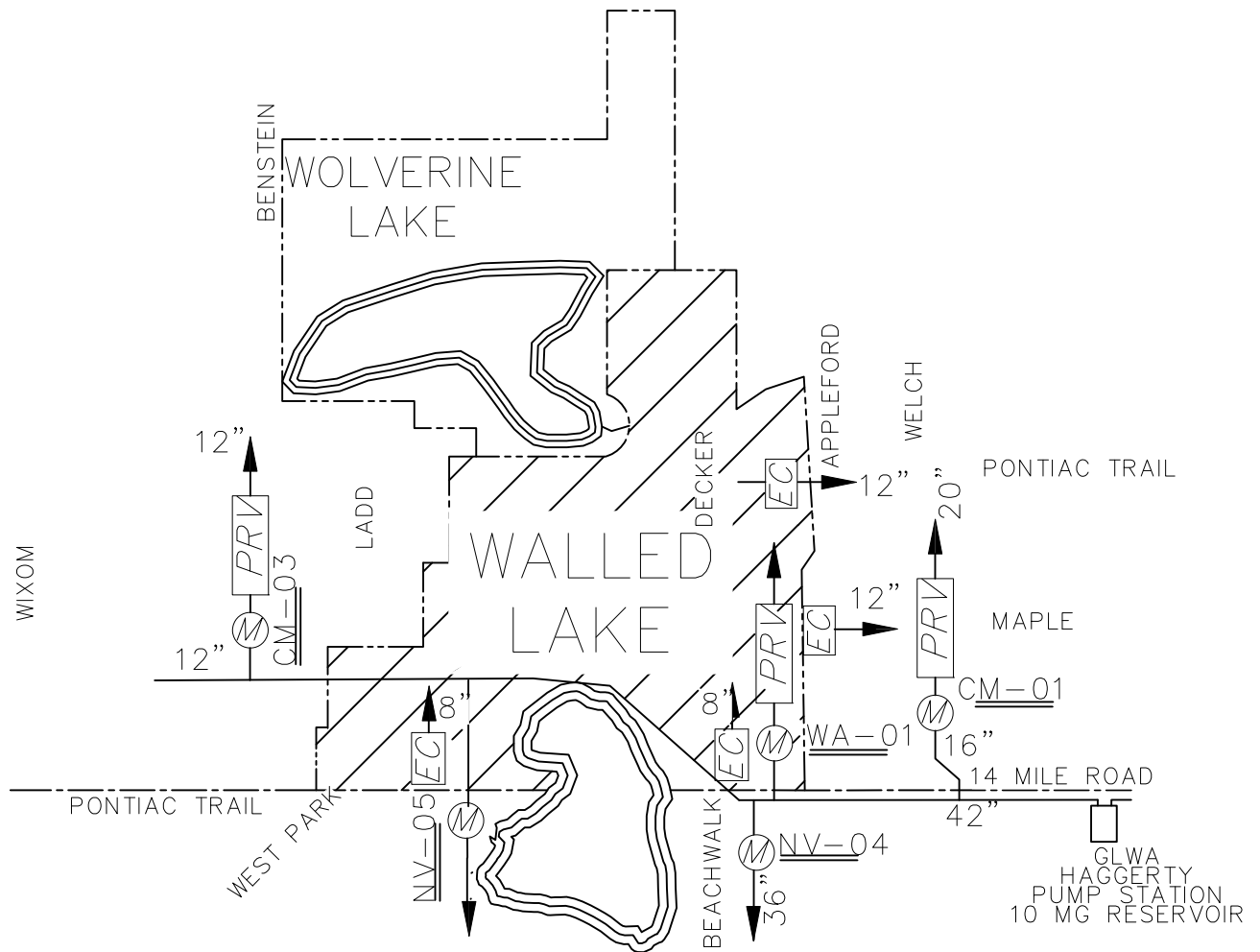
## EXHIBIT A

### Customer's Water Distribution Points

This Exhibit contains the following information:

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

# CHARTER TOWNSHIP OF COMMERCE



CITY OF NOVI  
OAKLAND COUNTY

### LEGEND

SYMBOL	DESCRIPTION
	GLWA METER PIT
	PRV
	EMERGENCY CONNECTION

SYMBOL	DESCRIPTION
	SERVICE AREA
	TWP LINE
	CITY-TWP LINE



EXHIBIT-A	<u>SERVICE AREA LOCATION MAP</u> CITY OF WALLED LAKE
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**EXHIBIT A**

**City of Walled Lake Emergency Connections:**

Connection to City of Novi

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

8" GV&W at the Windward Bay Condominiums

Connection to Commerce Township

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

12" GV&W on Pontiac Trail, east of Decker (at Walled Lake city limits)

**City of Walled Lake Water Customers Outside Municipal Limits:**

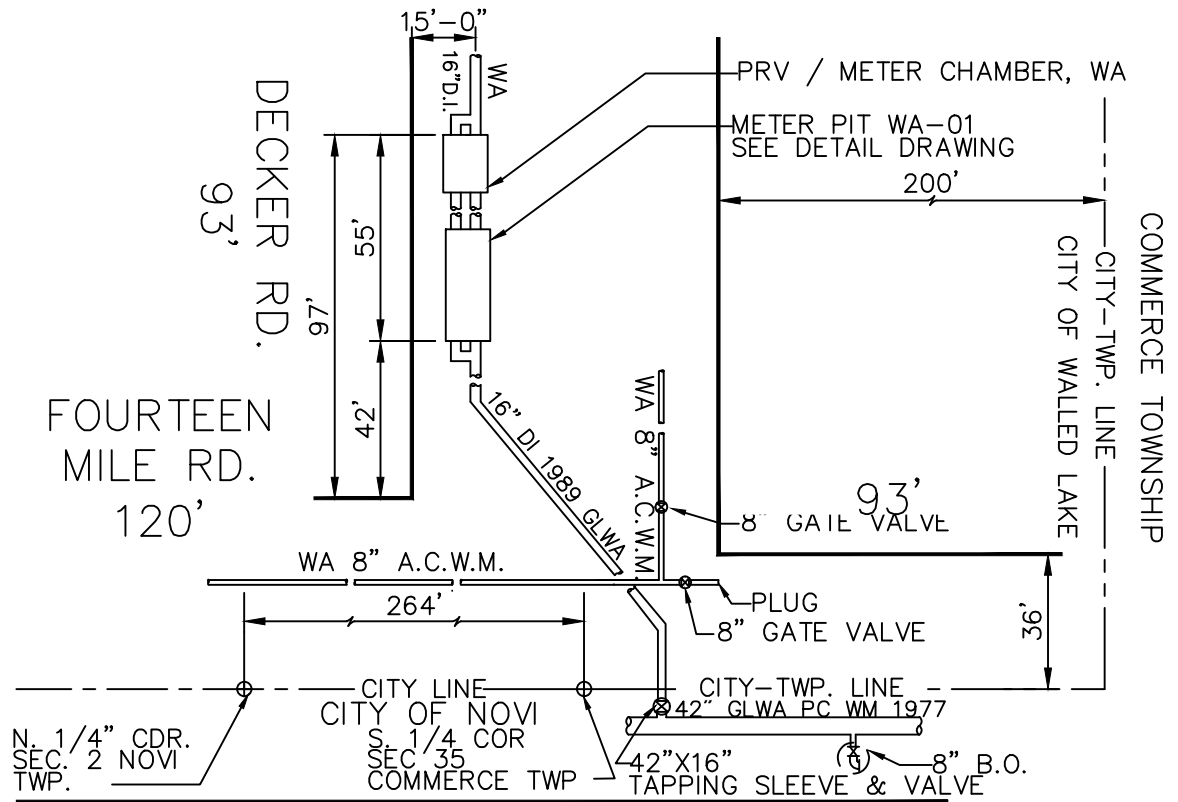
<p><b>Commerce Township</b> 1900 Easy Street (Nalco, Inc.) 1475 and 1505 Oakshade (Hawk Lake Apartments) 1885 North Pontiac Trail (West Oakland Ambulatory Care Ctr)</p>
<p><b>Wolverine Lake**</b> Payne's Manor Subdivision Lake Ridge Subdivision Fischerhof Subdivision Fairbanks Subdivision Wooded Shores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

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

**City of Walled Lake Master Meters Not In Service:**

None.

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



WA-CITY OF WALLED LAKE  
OWNERSHIP AND MAINTENANCE

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

SITE PLAN  
NOT TO SCALE



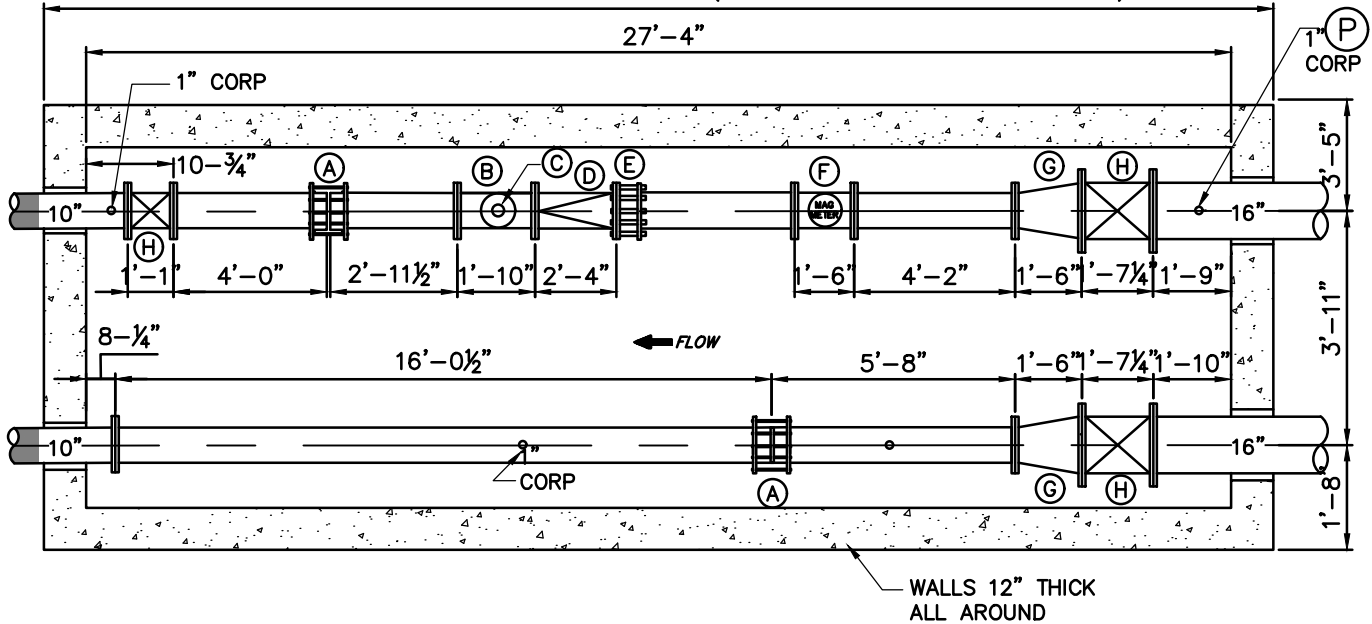
LOCATIONS SUBJECT TO  
VERIFICATION IN THE FIELD.





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

GLWA OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)



CITY OF WALLED LAKE O&M

**METER PIT  
DETAIL**  
NOT TO SCALE



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

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

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

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



## EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)  
Pressure Range and Maximum Flow Rate (Table 2)  
Flow Split Assumptions (Table 3)  
Addresses for Notice (Table 4)

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

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

EXHIBIT B

Table 1  
 Projected Annual Volume and Minimum Annual Volume

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

EXHIBIT B

Table 2  
Pressure Range and Maximum Flow Rate

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

EXHIBIT B

Table 3  
Flow Split Assumptions

<b>Meter</b>	<b>Assumed Flow Split (2019-2022)</b>
WA-01	100%

Table 4  
Addresses for Notice

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

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF WALLED LAKE

A RESOLUTION APPROPRIATING FUNDS FOR STORM  
SEWER REPAIR ON WELFARE STREET TO WALLED LAKE  
DRIVE

***Proposed RESOLUTION 2018-44***

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 17<sup>th</sup> day of September 2018, at 7:30 p.m.

WHEREAS, restoration and rehabilitation of community assets has been a focus of Council in its annual strategic budget sessions for the last five (5) years; and

WHEREAS, the City of Walled Lake desires to reconstruct and repair the storm sewer on Welfare Boulevard to Walled Lake Drive; and

WHEREAS, the Oakland County Water Resource Commission (OWRC) has already completed the State bid process and awarded the bid to D'Angelo Brothers; and

WHEREAS, staying consistent with the City's cost savings measures the Department of Public Services would also like to utilize D'Angelo Brothers as they already have completed State bid process and were awarded the OWRC bid; and

WHEREAS, the estimated project cost for the storm sewer repair on Welfare Boulevard is \$25,000, appropriated from the capital outlay department.

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

Section 1. Council hereby appropriates sum not to exceed \$25,000 to repair the storm sewer on Welfare Boulevard to Walled Lake Drive.

Section 2. Council approves D'Angelo Brothers as said contractor for repair.

Motion to approve Resolution 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