



**NOTICE OF PUBLIC MEETING
CITY OF WALLED LAKE
REGULAR COUNCIL MEETING
Tuesday, February 17, 2026 | 7:30 P.M.**

This meeting will be held via in-person hybrid phone in conference. For those who want to participate in person, the meeting will be held at Walled Lake City Hall Council Chambers located at 1499 E. West Maple Rd, MI 48390. For those that will attend virtually please review the credentials below. The following items are on the agenda for your consideration:

Traditional Telephone – Audio Only

1 312 626 6799 US (Chicago) or

1 888 788 0099 US Toll-free

Meeting ID: 859 7857 8848

WELCOME & INTRODUCTION	<i>Regular Council Meeting of Tuesday, February 17, 2026</i>	
PLEDGE TO FLAG & INVOCATION		
ROLL CALL & DETERMINATION OF A QUORUM		
REQUESTS FOR AGENDA CHANGES		
AUDIENCE PARTICIPATION	<i>Audience members will be able to speak via electronic means as instructed below.</i>	
APPROVAL OF MINUTES	1. Regular Council Meeting January 20, 2026 2. Regular Council Meeting February 3, 2026	Pg.3 Pg.14
COUNCIL REPORT		
MAYOR’S REPORT		
CITY MANAGER’S REPORT	1. Consent Agenda Written Departmental / Divisional Statistical Reports a. Police b. Fire c. Finance -Warrant d. Code Enforcement	Pg.25 Pg.35 Pg.42 Pg.62
CORRESPONDENCE		
ATTORNEY’S REPORT	1. Memorandum - Electronic Communications and Policy	Pg.65
UNFINISHED BUSINESS	1. Proposed Resolution 2026-04 Agreements and Contracts	Pg.80
NEW BUSINESS	1. Second Reading C-376-26 Amend Chapter 38, Fire Prevention and Protection”, Article II ‘Fire Prevention’”. 2. Proposed Resolution 2026-05 Interlocal Agreement with Oakland County for the P25 Simulcast System	Pg.82 Pg.86

COUNCIL COMMENTS

MAYOR'S COMMENTS

ADJOURNMENT

Members of the public who wish to speak during audience participation via virtual means may press *9 on their telephone keypad. Pressing *9 will activate the "raise hand" feature. Due to limitations with muting and unmuting members of the public will be called on one at a time. Please introduce yourself by stating your name and address for the record. You will have three (3) minutes to share your comments. At the conclusion of your three (3) minutes, you will be muted and removed from the public comment queue. Participants may also choose to submit written comments to the City Clerk by noon day of the meeting to clerk@walledlake.com.

The City of Walled Lake government e-mail addresses of the members of all public bodies utilizing this means of the meeting are available on the City's website at: <https://walledlake.us/index.php/contact-us>

Procedures for participation by persons with disabilities.

The City will be following its normal procedures for the accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 624- 4847 in advance of the meeting. An attempt will be made to make reasonable accommodations.

Individuals with Hearing or Speech-Impairments.

Users that are hearing persons and deaf, hard of hearing, or speech-impaired persons can communicate by telephone by dialing 7-1-1.

- Individuals who call will be paired with a Communications Assistant
- Make sure to give the Communications Assistant the proper teleconference phone number and meeting ID.

For more information please visit:

https://www.michigan.gov/mpsc/0,9535,7-395-93308_93325_93425_94040_94041---,00.html

Members of the public may also view the broadcast meeting on the City of Walled Lake's YouTube channel: <https://www.youtube.com/channel/UCDwQJiyMCqMbm9Ru-sKMEw/featured>. Closed captioning will be available after YouTube fully renders the meeting video.



**CITY OF WALLED LAKE
REGULAR COUNCIL MEETING
TUESDAY, JANUARY 20, 2026
7:30 P.M.**

The meeting was called to order at 7:30 p.m. by Mayor Gunther.

PLEDGE TO FLAG & INVOCATION

Invocation by Mayor Pro Tem O'Rourke.

ROLL CALL

Mayor Gunther, Mayor Pro Tem O'Rourke, Council Member Ambrose, Council Member Arnold, *Council Member Loch, Council Member Schinzing, and Council Member Woods

OTHERS PRESENT

City Manager Whitt, Finance Director Pesta, Deputy Public Safety Director Shakinas, Deputy Police Chief Kolke, Fire Chief Gonzalez, DPW Superintendent Ladd, HR Director Sears, City Attorney Vanerian, and City Clerk Stuart

CM 01-04-26 MOTION TO EXCUSE COUNCIL MEMBER LOCH FROM TONIGHT'S MEETING

Motion by Woods, seconded by Schinzing, CARRIED UNANIMOUSLY CARRIED: To excuse Council Member Loch from tonight's meeting.

Roll Call Vote

Ayes (6) Ambrose, Arnold, O'Rourke, Schinzing, Woods, Gunther
Nays (0)
Absent (1) Loch
Abstain (0)

APPROVAL OF THE MINUTES

- 1. Regular Council Meeting Minutes of December 2, 2025 and Special Council Meeting Minutes of January 6, 2026**

CM 01-05-26 MOTION TO APPROVE REGULAR COUNCIL MEETING MINUTES OF DECEMBER 2, 2025 AND SPECIAL COUNCIL MEETING MINUTES OF JANUARY 6, 2026

Motion by O'Rourke, seconded by Ambrose, UNANIMOUSLY CARRIED: To approve the regular council meeting minutes of December 2, 2025 and Special Council Meeting Minutes of January 6, 2026.

Roll Call Vote

Ayes (6) Arnold, O'Rourke, Schinzing, Woods, Ambrose, Arnold, Gunther
Nays (0)
Absent (0) Loch
Abstain (0)

PRESENTATION

1. Boss Engineering – Phase I Downtown Improvement Project

City Manager Whitt introduced Mr. Brent LaVanway, President of Boss Engineering, who provided a recap presentation on Phase I of the Downtown Improvement Project, focused on addressing ADA compliance requirements. Mr. LaVanway explained that the City received a Letter of Finding from the U.S. Department of Justice, placing the City on notice that certain downtown areas are not ADA compliant. Identified issues include accessibility concerns with ADA parking. In efforts to further improve the downtown accessible routes, street crossings, cross slopes, and streetscapes were reviewed. There was also the finding of an abandoned coal chute within the first block of the project area. Mr. LaVanway explained that in 2024, Boss Engineering was authorized to conduct a survey and preliminary engineering for the downtown area. Approval of a survey from Pontiac Trail to Hillcroft was received from both the Downtown Development Authority (DDA) and City Council. Conceptual ideas have previously been presented to City Council, with the primary focus on improvements on accessibility. Preliminary engineering plans were provided in August 2025. Phase I encompasses the area from Walled Lake Drive to Pontiac Trail.

City Manager Whitt explained that portions of the project involve both city-owned and privately owned property. He said the coal chute exists in the project area and that easements or property acquisition may be required.

Mr. LaVanway confirmed that property lines extend approximately four feet into the proposed scope of work.

City Manager Whitt explained that although prior standards differed, the city must now address the identified deficiencies due to the DOJ Letter of Finding. He stated that this plan is intended to bring the downtown area into compliance. He further noted that Boss Engineering has worked with the city for many years, including engineering the city's parking lot.

Mr. LaVanway stated that the primary goal of Phase I is ADA compliance. He explained that most steps to businesses downtown will be removed, with limited exceptions at the Greenhouse and Walled Lake Tavern.

Council Member Schinzing clarified that all other steps would be removed.

Mr. LaVanway outlined proposed improvements, including ADA-compliant routes, improved street crossings, stormwater management, sidewalk improvements, angled parking and ADA parking spaces, crosswalks, planters for safety and aesthetics, selective tree removal, pavement

removal and replacement, retention of existing light poles, and gateway enhancements. He explained a secondary corridor plan conceptually extends east to Hillcroft.

Council Member Loch joined the meeting remotely at 8:10 p.m.

Council discussion followed regarding aggregate versus concrete materials, lifecycle costs, and the need for more detailed cost estimates. Coordination of sewer repair and replacement during construction was discussed as a means to reduce impacts on downtown businesses.

Mr. LaVanway explained that next steps would include approval of an engineering contract, progress meetings with staff, coordination with the County regarding signalization at the Pontiac Trail intersection, and preparation of a bidding package targeted for Winter 2026.

Council Member Schinzing asked whether Phase I is part of a larger master plan. Mr. LaVanway responded that Phase I has been developed, but subsequent phases have not yet been fully planned.

City Manager Whitt explained that while conceptual reviews have been conducted and the DDA focuses on downtown planning, Phase I is necessary to address the ADA complaint. He added that the DDA and City Council may also wish to discuss downtown façades as part of a broader effort.

Mayor Gunther explained that the city needs to establish consistent ordinances and codes and coordinate downtown development before proceeding further. He explained his concerns regarding angled parking removal, traffic flow, and whether a traffic study has been conducted, particularly related to turning movements onto Pontiac Trail.

Council Member Woods explained that council and businesses have consistently expressed the need for downtown improvements and parking. He emphasized walkability, accessibility, and business involvement in the planning process. He explained improvements can help drive downtown change. He cautioned against slowing progress.

City Manager Whitt stated that funding has not yet been approved. He explained that the DDA would need direction from City Council before determining its funding participation. He discussed potential use of a Special Assessment District (SAD), the need for preliminary plans to pursue funding, and possible property acquisition, which would require City Council approval. He recommended a joint meeting of the City Council, DDA, and Planning Commission.

Council members discussed the importance of being prepared with plans and engineering in order to compete for grant funding, referencing prior infrastructure projects.

City Attorney Vanerian explained that acquiring public right-of-way or easements would provide the city with the legal authority needed, to construct compliant sidewalks. He noted that cooperation is common but not guaranteed.

City Manager Whitt explained that administration would continue meeting with boards and commissions and provide updates at future meetings. He emphasized that moving forward with preparatory steps would not obligate the city to a final design and that council would retain authority to modify plans.

CM 01-06-26 MOTION TO INSTRUCT THE CITY ATTORNEY TO ASSESS AND PREPARE PROPERTY ACQUISITION DOCUMENTS FOR FACILITATION OF PHASE I DOWNTOWN IMPROVEMENTS

Motion by Arnold, seconded by Ambrose, CARRIED UNANIMOUSLY: To instruct the city attorney to assess and prepare property acquisition documents for facilitation of Phase I downtown improvements.

Roll Call Vote

Ayes (6) Arnold, O'Rourke, Schinzing, Woods, Ambrose, Gunther
Nays (0)
Absent (1) Loch
Abstain (0)

AUDIENCE PARTICIPATION

Scott Bodolosky, 539 Winwood Circle – said he is a member of the clergy and a constitutional coach with the Patriot Academy. He said this year America celebrates 250-year anniversary. He said there are many activities going on throughout the country to celebrate this amazing milestone. He said he wants to work with local governments to have a celebration. He said he is a constitutional coach and has educational material he can provide on biblical citizenship in modern America, the Declaration of Independence, civic education, what and how a government functions, and much more. He offers in-person and video educational sessions.

Mayor Gunther agreed and said this is an amazing milestone and we really need to embrace this, do something nice, work with the library as they would be a great platform.

Council Member Ambrose said he agrees with education and the idea of working with the awesome library.

MAYOR'S REPORT

Mayor Gunther thanked the DPW, police and fire members for all their efforts during the recent snowstorm, great job. He asked Police Chief Shakinas for stats on the number of people the police responded to during that timeframe.

Police Chief Shakinas explained within 24 hours there were 14 accidents.

Mayor Gunther said the DPW took great care of our city streets. He asked why Oakland County Road Commission was absent.

City Manager Whitt explained there were three DPW staff members working continuously, Tim, Eric, and Chase. He explained the city's local roads were addressed. He said plowing during a snow event such as this, the city is not in the position to tend to county roads. He said Oakland County Road Commission finally tended to their obligations. City Manager Whitt said the city DPW team worked tirelessly during that storm, they received a compliment on how well and cautious the plowing was done. City Manager Whitt explained that the Oakland County Road Commission is independent of the city, we do not give the road commission any taxpayer funds, the road commission funds their activities. City Manager Whitt explained during that snow event, the city DPW did work on county roads, Maple Road and Pontiac Trail.

Mayor Gunther asked if Oakland County Road Commission was overwhelmed or did, they chose the service everybody else but Walled Lake. Mayor Gunther explained he received an email from a long-time resident who explained to him she appreciated the patience of city staff who answered the phone at the city offices explaining there are streets in the city that are not maintained by the city but the county, she appreciated the education. Mayor Gunther discussed another event that occurred during Christmas with a power outage in half the city. He asked if there is a plan of action for welfare checks. Mayor Gunther discussed if there is procedural packet with contact lists and numbers to provide to council during emergencies.

Council Member Woods explained there is information on the city website, a list of important contacts. He said DTE does also have an app that residents can download. Council Member Woods said how do you train people that are not aware of this. He explained one of our resources is our library, Library Director Ralston and staff host several educational events maybe this could be one of them, enhance the knowledge.

Mayor Gunther explained one of his first requests as mayor was an organizational chart, showing whose who, an electronic org chart available to all. He explained a chart posted at city hall providing pictures and titles of staff and who reports to who.

City Manager Whitt said there are organizational charts presented every year with the budget.

CITY MANAGER'S REPORT

City Manager Whitt explained council is not approving but making motion to receive and file, questions can be asked at any time before or after, explanations are always available.

1. Consent Agenda Written Departmental / Divisional Statistical Reports

- a. Police**
- b. Fire**
- c. Finance**
-Warrant
- d. Code Enforcement**

CM 01-07-26 MOTION TO APPROVE CONSENT AGENDA WRITTEN DEPARTMENTAL AND DIVISIONAL STATISTICAL REPORTS

Motion by Ambrose, seconded by Woods, UNANIMOUSLY CARRIED: To approve consent agenda written departmental and divisional statistical reports.

Roll Call Vote

Ayes (7) O'Rourke, Schinzing, Woods, Ambrose, Arnold, Loch, Gunther
Nays (0)
Absent (0)
Abstain (0)

2. Discussion on Strategic Budget Work Session Dates

City Manager Whitt explained budget discussions for fiscal year 2027 are coming up and these proposed dates are the start of that. City Manager Whitt said he is available to meet individually if necessary.

Mayor Gunther said these dates are optional for attendance, it is an open invite to those who can attend.

CORRESPONDENCE

Mayor Gunther addressed earlier in meeting under Mayor's Report.

ATTORNEY'S REPORT

1. Memorandum Boards and Commissions

City Attorney Vanerian explained the memo is self-explanatory and it is for reference purposes.

Mayor Gunther said he would like to nominate Mr. Giovanni Johnson to the Zoning Board of Appeals.

CM 01-08-26 MOTION TO ACCEPT NOMINATION AND APPOINT GIOVANNI JOHNSON TO THE ZONING BOARD OF APPEALS

Motion by O'Rourke, seconded by Schinzing, CARRIED UNANIMOUSLY: To accept nomination and appoint Giovanni Johnson to the Zoning Board of Appeals.

Roll Call Vote

Ayes (7) Woods, Ambrose, Arnold, Loch, O'Rourke, Schinzing, Gunther
Nays (0)
Absent (0)
Abstain (0)

Mayor Pro Tem O'Rourke explained when an applicant submitted their application they were asked to provide the notary fee. He asked for a waiver of this for those that submit a boards and commission application.

CM 01-09-26 MOTION TO WAIVE NOTARY FEE FOR BOARDS AND COMMISSIONS APPLICANTS

Motion by O'Rourke, seconded by Ambrose, CARRIED UNANIMOUSLY: To waive notary fee for board and commissionS applicants.

Mayor Gunther said he would like to nominate Mr. Jorey Scrivens to the Zoning Board of Appeals.

CM 01-10-26 MOTION TO ACCEPT NOMINATION AND APPOINT JOREY SCRIVENS TO THE ZONING BOARD OF APPEALS

Motion by O'Rourke, seconded by Arnold, CARRIED UNANIMOUSLY: To accept nomination and appoint Jorey Scrivens to the Zoning Board of Appeals.

Roll Call Vote

Ayes (7) Ambrose, Arnold, Loch, O'Rourke, Schinzing, Woods, Gunther
Nays (0)
Absent (0)
Abstain (0)

Mayor Gunther said he would like to nominate Mr. Andrew Maltese to the Zoning Board of Appeals.

CM 01-11-26 MOTION TO ACCEPT NOMINATION AND APPOINT ANDREW MALTESE TO THE ZONING BOARD OF APPEALS

Motion by O'Rourke, seconded by Woods, CARRIED UNANIMOUSLY: To accept nomination and appoint Andrew Maltese to the Zoning Board of Appeals.

Roll Call Vote

Ayes (7) Arnold, Loch, O'Rourke, Schinzing, Woods, Ambrose, Gunther
Nays (0)
Absent (0)
Abstain (0)

Mayor Gunther said he would like to nominate Ms. Ruth Defresne to the Parks and Recreation Commission.

CM 01-12-26 MOTION TO ACCEPT NOMINATION AND APPOINT RUTH DEFRENSE TO THE PARKS AND RECREATION COMMISSION

Motion by O'Rourke, seconded by Woods: CARRIED UNANIMOUSLY: To accept nomination and appoint Ruth Defrense to the Parks and Recreation Commission.

Roll Call Vote

Ayes (7) Loch, O'Rourke, Schinzing, Woods, Ambrose, Arnold, Gunther
Nays (0)
Absent (0)
Abstain (0)

Mayor Gunther said he would like to nominate Mr. Tom Langan to the Downtown Development Authority.

CM 01-13-26 MOTION TO ACCEPT NOMINATION AND APPOINT TOM LANGAN TO THE DOWNTOWN DEVELOPMENT AUTHORITY

Motion by O'Rourke, seconded by Arnold, CARRIED UNANIMOUSLY: To accept nomination and appoint Tom Langan to the Downtown Development Authority.

Roll Call Vote

Ayes (7) O'Rourke, Schinzing, Woods, Ambrose, Arnold, Loch, Gunther
Nays (0)
Absent (0)
Abstain (0)

City Attorney Vanerian explained each board and commission member has a term, when a vacancy is filled, the new member fills that vacancy until expiration and then is reappointed for the next term.

2. Memorandum Ordinance Amendment to Planned Unit Development (PUD) and Commercial Planned Unit Development (CPD)

City Attorney Vanerian addressed Council regarding the 90-day moratorium previously adopted on Planned Unit Developments (PUDs) and associated fees. He explained that the purpose of the moratorium is to allow council to review the City's existing ordinances and consider potential amendments. City Attorney Vanerian provided an overview of Section 503 of the Michigan Zoning Enabling Act, which governs PUDs and outlines statutory requirements for PUD ordinances. He reviewed the city's current PUD regulations and presented recommendations and potential amendments for Council's consideration. He explained that the current ordinance allows significant discretion and emphasized that state law provides the city with substantial flexibility in determining how PUDs are regulated. City Attorney Vanerian explained one approach discussed was distinguishing between use-based zoning regulations and non-use zoning regulations. He explained that the city could allow limited flexibility for non-use standards, such as setbacks, building height, and dimensional requirements, while restricting or eliminating discretion related to permitted uses. Under the current ordinance, a PUD may allow uses that are not otherwise permitted in the underlying zoning district. City Attorney Vanerian explained that council could amend the ordinance to require that, in order to be eligible for a PUD, the proposed use must already be permitted under the property's existing zoning classification. If the use is not permitted, the property would not qualify for the PUD option.

City Attorney Vanerian further discussed an alternative approach used by some communities known as a Planned Rezoning Overlay (PRO), which combines rezoning and PUD approval into a single process. He explained that a benefit of this approach is that the city would know exactly what development is proposed at the time of rezoning, as opposed to traditional rezoning where future uses may vary. City Attorney Vanerian also discussed the potential role of the Zoning Board of Appeals (ZBA) in the PUD process. He stated that Council could limit the scope of modifications permitted under a PUD and require applicants to seek variances from the ZBA for standards outside that scope. City Attorney Vanerian explained that council could establish quantifiable limits on allowable modifications within a PUD. For example, dimensional standards such as setbacks, height, or density could be modified only up to a defined cap, such as a 10 percent increase, rather than allowing unlimited deviations. He stated that setting measurable thresholds would further reduce discretionary decision-making while still allowing limited flexibility. City Attorney Vanerian said that council has several policy options available and emphasized that any combination of these approaches could be used to amend the current PUD ordinance in a manner consistent with state law.

Mayor Gunther said he has received emails and phone calls from a developer that came before the city. Mayor Gunther said he would like a motion to form a committee to begin the discussions on the ordinance amendments.

City Attorney Vanerian suggested reviewing design standards to begin.

CM 01-14-26 TO COORDINATE A COMMITTEE TO INCLUDE MEMBERS FROM THE DDA, PLANNING COMMISSION, AND CITY COUNCIL TO FACILITATE DISCUSSIONS FOR ORDINANCE AMENDMENTS TO THE PLANNED UNIT DEVELOPMENT (PUD) AND COMMERCIAL PLANNED UNIT DEVELOPMENT (CPD) ORDINANCES

Motion by Arnold, seconded by O'Rourke, CARRIED UNANIMOUSLY: To coordinate a committee to include members from the DDA, Planning Commission and City Council to facilitate discussions for ordinance amendments to the Planned Unit Development (PUD) and Commercial Planned Unit Development (CPD) ordinances.

Discussion

City Manager Whitt explained it is better to have committee meetings and can host those meetings in council chambers. City Manager Whitt cautioned that if a majority of council were to attend a committee meeting, it then becomes a public meeting and requires to meet the Open Meetings Act (OMA), a public notice in paper is required and audience participation. City Manager Whitt explained it may be better to have a smaller size committee. City Manager Whitt said he would like to have Council Member Schinzing as part of the committee with his experience from the Commerce Township Planning Commission, Council Member Arnold, Mayor Gunther, and City Attorney.

Roll Call Vote

Ayes (7) Schinzing, Woods, Ambrose, Arnold, Loch, O'Rourke, Gunther
Nays (0)
Absent (0)
Abstain (0)

UNFINISHED BUSINESS

1. Proposed Resolution 2026-02 Schedule of Regular Meetings for 2026

Mayor Gunther said he wants to have two city council meetings a month, the first and third Tuesday. He said there is a lot to accomplish and one meeting a month is not enough. He said if council does not agree, he will call a special meeting on the first Tuesday of every month.

City Manager Whitt said if there are four votes of council then it will be scheduled.

Mayor Pro Tem O'Rourke said city council placed a 90-day time limit on ordinance reviews and amendments. The timeline is already 30 days into the 90-day time limit.

Council Member Arnold explained at this time he is in support of two meetings for the next three months and then reevaluate then if two meetings a month are still necessary.

CM 01-15-26 MOTION TO APPROVE RESOLUTION 2026-02 THE 2026 CITY COUNCIL MEETING SCHEDULE AND TO INCORPORATE ADDITIONAL MEETING DATES FOR FEBRUARY, MARCH AND APRIL OF 2026 THAT INCLUDE THE FIRST TUESDAY OF EACH MONTH AND THEN REEVALUATE

Motion by Arnold, seconded by O'Rourke, MOTION CARRIED: To approve resolution 2026-02 the 2026 city council meeting schedule and to incorporate additional meeting dates for February, March and April of 2026 that include the first Tuesday of each month and then reevaluate.

Roll Call Vote

Ayes (4) Arnold, O'Rourke, Schinzing, Gunther
Nays (3) Woods, Ambrose, Loch
Absent (0)
Abstain (0)

NEW BUSINESS None

COUNCIL COMMENTS None

MAYOR'S COMMENTS

Mayor Gunther asked what the city needs to provide and do during a council meeting. Mayor Gunther asked if audience participation required for an Open Meeting.

City Attorney Vanerian explained when a quorum is present, audience participation is required to meet the requirements of the Open Meetings Act.

ADJOURNMENT

CM 01-16-26 ADJOURNMENT

Motion by Schinzing, seconded by Ambrose: CARRIED UNANIMOUSLY: To adjourn the meeting at 10:06 P.M.

Jennifer A. Stuart, City Clerk

Richard Gunther, Mayor

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



**CITY OF WALLED LAKE
REGULAR COUNCIL MEETING
TUESDAY, FEBRUARY 3, 2026
7:30 P.M.**

The meeting was called to order at 7:30 p.m. by Mayor Gunther.

PLEDGE TO FLAG & INVOCATION

Invocation by Mayor Pro Tem O'Rourke.

ROLL CALL

Mayor Gunther, Mayor Pro Tem O'Rourke, Council Member Ambrose, Council Member Arnold, Council Member Loch, Council Member Schinzing, and Council Member Woods

OTHERS PRESENT

City Manager Whitt, Finance Director Pesta, City Attorney Vanerian, and City Clerk Stuart

REQUESTS FOR AGENDA CHANGES

Council Member Schinzing asked how the agenda is created for council, is there a polling of the council or mayor or anything like that.

City Manager Whitt explained agenda items come through his office and the Clerk's Office. He explained if someone wants to be placed on the agenda, we review that request and determine whether it should go to a City Council meeting or another board or commission. City Manager Whitt explained council members can bring items up at any time, including during this meeting. He explained if the intent is for an item to be formally scheduled or sent out in advance, it needs to be called in ahead of time so it can be properly placed on an agenda.

AUDIENCE PARTICIPATION

Mr. Tony Hopeck addressed the council regarding the upcoming Walled Lake Ice Fishing Derby taking place February 8th. He said this marks their 18th anniversary of the derby. He said he coordinates with Police Chief Shakinas as well as fire and wanted to check with City Council if they had any questions or concerns. He explained registrations are running four to five times higher. He said there will be a \$10,000 financial prize and new just this year a four-wheeler giveaway as a registration door prize. He emphasized the event's family-friendly nature and its focus on creating a positive outdoor experience, especially for the youth. He also highlighted the strong cooperation with local churches, businesses, and community partners, as well as coordination regarding parking. Mr. Hopeck explained that cleanup is always handled promptly following the event and that the derby maintains a strong record of stewardship and respect for the area. Proceeds from the event also support community initiatives, including a donation toward the fireworks put on by the Walled Lake Civic Fund.

Mayor Gunther asked whether the city could assist with the event.

Mr. Hopeck requested that the city place notice of the event on the marquee/website, noting it is known as the Walled Lake Ice Fishing Derby and helps promote fishing in February and June.

Mayor Gunther stated the city is happy to support the event, provided it does not create city liability and is not designated as a city-sponsored event.

Council Member Ambrose commented that he has followed the event since its inception and noted it is a positive community event that brings good recognition to Walled Lake.

Mr. Hopeck thanked the city, agreed there is strong sponsorship support, and welcomed ideas or input from the city.

Council Member O'Rourke highlighted strong local business participation and as the Walled Lake representative of the Walled Lake Improvement Board he greatly appreciates all the boat-washing practices during the event to help reduce invasive species.

Kelly Sharp, PureFit Pilates and Yoga said they have been operating in the city for 13 years, practicing out of the Walled Lake Methodist Church building. Ms. Sharp introduced Ms. Emily Kasal, who is also part of the PureFit group. Ms. Emily Kasal explained PureFit Pilates and Yoga offers affordable classes for all ages and partners with the Lakes Area Youth Assistance and Hospitality House providing education and awareness. Ms. Emily Kasal explained they would like to hold classes in city parks such as Sims Park and Riley Park and even at the beach. PureFit Pilates and Yoga wishes to bring more healthy activities to Walled Lake.

Council Member Ambrose inquired about a social media page or website.

Ms. Sharp explained they do have a website no socials, less Facebook, as they wish to honor being a private safe place to practice, they do not post multi photos.

Mr. Akaash Kolluri introduced himself to city council as the regional manager to Elissa Slotkin United States Senator and offered any assistance.

MAYOR'S REPORT

1. Walled Lake Ice Fishing Derby

Discussion was held earlier in the meeting under Audience Participation.

Mayor Gunther explained that the city lacks a formal, written process for assigning, tracking, and placing Council directives on agendas, relying instead on institutional knowledge. He said we need to codify procedures, such as a directive log with timelines, as the city undertakes major projects. He explained the importance of modernizing outdated ordinances, noting that many are

decades old, unenforceable, or no longer relevant. Mayor Gunther stated that a review is underway, with a committee meeting scheduled for tomorrow.

City Attorney Vanerian explained he had provided an informative memo at the last council meeting providing suggested items for change. City Attorney Vanerian explained that could be the starting point. City Attorney Vanerian explained the moratorium is on the Planned Unit Development (PUD) process and that should be the first item of discussion. He said the entire code book can be discussed but there is a timeline regarding the moratorium on the PUD ordinance. City Attorney Vanerian explained making zoning ordinance changes to design type standards, modernizing outdated ordinances, are items that go beyond the PUD ordinance that can be reviewed after the PUD ordinance amendment council is asking for.

Mayor Pro Tem O'Rourke explained when campaigning, questions arose around transparency; people were not feeling that they were finding out what is happening in the city and it was not easily accessible. He would like to have a March or April town hall meeting available on YouTube, put out an agenda for the public, where Council is at and what Council is changing in the city.

Council Member Woods reminded Council budget season is coming up, we do know the staff has to prepare to ensure we are on track for the next fiscal year beginning July 1st. He said he did not disagree with a town hall meeting but encouraged mindfulness of multiple meetings as staff need to meet deadlines during those times. Council Member Woods said he visits the neighborhoods on an ongoing basis, conversing with residents to make sure people are up to date.

Mayor Pro Tem O'Rourke said he wished to appear as a group to the public, the town hall meeting is to inform the public on how Council has moved the city forward.

Council Member Woods said there are two meetings a month right now, there is audience participation at every meeting, the website lists email contacts, phone numbers and meeting agendas are out there. He said contact information is there.

CORRESPONDENCE None

ATTORNEY'S REPORT

City Attorney Vanerian explained that the city lost a valued member of the community who was also on the Planning Commission, Mr. Neal Woflson. City Attorney Vanerian said he wanted to make council aware they have the option of reducing the planning commission members from a seven-member board to a five-member board. He is not for or against a change in number of required members, but he wanted to inform Council.

City Manager Whitt explained there may be applications from people who have served and would like to continue to serve at least on a temporary basis. City Manager Whitt explained the importance of a needed majority for the Planning Commission.

Mayor Gunther asked if they need to be residents of the city, if it is required by city ordinance or state statute.

City Attorney Vanerian explained he believed city charter requires city residency, he will verify and report back to council.

City Manager Whitt asked what the goal is, the defined accomplishment of the development committee meeting that is scheduled for tomorrow at 4:30 p.m. We need to have a mission going into this meeting.

NEW BUSINESS

1. First Reading C-375-26 Amend Chapter 51, "Zoning", Article 23.00, "Zoning Board of Appeals", Section 51-23.01(a)

City Attorney explained Planning Commission for public hearing then back to council with any recommendations if any from planning commission for adoption.

**CM 02-01-26 MOTION TO APPROVE FIRST READING C-375-26 AN
ORDINANCE TO AMEND CHAPTER 51, "ZONING", OF TITLE
V, "ZONING AND PLANNING", THE CITY OF WALLED LAKE
ZONING ORDINANCE, TO AMEND ARTICLE 23.00 "ZONING
BOARD OF APPEALS" SECTION 51-23.01(A) "CREATION" AS
PROVIDED BY THIS ORDINANCE**

Motion by Woods, seconded by Schinzing, CARRIED UNANIMOUSLY: To approve first reading C-375-26 an ordinance to amend Chapter 51, "Zoning", of Title V, "Zoning and Planning", the City of Walled Lake Zoning Ordinance, to amend Article 23.00 "Zoning Board of Appeals" Section 51-23.01(a) "Creation" as provided by this ordinance.

Roll Call Vote

Ayes (7) Ambrose, Arnold, Loch, O'Rourke, Schinzing, Woods, Gunther
Nays (0)
Absent (0)
Abstain (0)

2. First Reading C-376-26 Amend Chapter 38, "Fire Prevention and Protection", Article II "Fire Prevention Code"

City Attorney Vanerian explained this was requested by the Fire Chief to update the code to run concurrently with the Michigan Building Code which is now under the 2021 code year.

Mayor Pro Tem O'Rourke inquired if this amendment would put any burden on existing businesses, to update equipment and such.

City Attorney Vanerian explained it mainly applies to new construction there are some things in the fire code that do apply to existing buildings, but he did not see anything of that nature in this particular version.

**CM 02-02-26 MOTION TO APPROVE FIRST READING C-375-26 AN
ORDINANCE TO AMEND CHAPTER 38, “FIRE PREVENTION
AND PROTECTION”, OF THE CITY OF WALLED LAKE CODE
OF ORDINANCES, TO AMEND ARTICLE II “FIRE
PREVENTION CODE”, TO ADOPT THE 2021 INTERNATIONAL
FIRE CODE WITH INSERTIONS AND AMENDMENTS AS
PROVIDED BY THIS ORDINANCE**

Motion by O’Rourke, seconded by Woods, CARRIED UNANIMOUSLY: To approve first reading C-375-26 an ordinance to amend Chapter 38, “Fire Prevention and Protection”, of the City of Walled Lake Code of Ordinances, to amend Article II “Fire Prevention Code”, to adopt the 2021 International Fire Code with insertions and amendments as provided by this ordinance.

Roll Call Vote

Ayes (7) Arnold, Loch, O’Rourke, Schinzing, Woods, Ambrose, Gunther
Nayes (0)
Absent (0)
Abstain (0)

Mayor Gunther explained there are items that council members wished to add as new business that were not accomplished at the prior meetings.

Council Member Woods called a point of order explaining adding items to new business should have been done at the beginning of the meeting under Requests for Agenda Changes.

Council Member Schinzing said he is really irritated, he wants to initiate items, to get things to happen, things need to go faster. He said there is a 90-day moratorium, and nothing has happened, this is ridiculous, this is not what the people asked for, things need to go faster. He said we have things that our constituents have asked us to make sure we are doing and this has been his fourth meeting now and we are not even getting to it.

City Manager Whitt explained this body travels on Robert’s Rules of Order, the very basis of Robert’s Rule of Order is you never let rules get in the way of the will of the body or society. City Manager Whitt explained council may make a motion to add items. City Manager Whitt said council speaks by way of motion, ordinance, or resolution. City Manager Whitt cautioned, adding items to the agenda the night of a meeting, the attack of transparency is generated, claims of not knowing that item was going to be discussed.

Council Member Woods explained for transparency, council can get items ahead of time to the clerk or City Manager. He explained City Council can request items to be placed on the agenda

that is posted that way residents have a chance to see it, it is provided ahead of time, giving the residents a chance to attend the meeting or communicate in other ways on topics. Council Member Woods said he has learned that going through government processes for transparency can be a slower process, such as the requirement of first reading, public hearing, etc.

Mayor Gunther said he does not want to mix city business with his personal business. If a council member wants a laptop, how can they obtain one.

City Manager Whitt said laptops can be provided if council members wish to have one. It is timely to make the motion to do so. We will make budget amendments to accommodate.

Council Member Arnold explained he would like to have an analysis of the risk of laptops and cell phones versus a virtual platform. If a virtual platform is better than a laptop, a webmail versus a laptop, he is hesitant to allocate funds for capital purchases of laptops before an analysis is provided.

City Attorney Vanerian explained any personal device for council business, the FOIA potential is there, the data that may be on any device may be subject to FOIA. Emails are accessible through any device; it is not specific to that device. City Attorney Vanerian explained each elected member has their own Walled Lake email, council communication utilizes that city email, if elected members save items on the device, then in that situation it is subject to FOIA. City Attorney Vanerian said to use caution, use common sense, any council business whether personal or city related that device may be looked at by someone else at some point.

Discussion held on a communications best practice policy.

**CM 02-03-26 INSTRUCT CITY ATTORNEY TO REVIEW BEST PRACTICES
AND ADVISE COURSE OF ACTION FOR UTILIZATION OF
ELECTRONIC PLATFORMS AND POTENTIAL PURCHASE OF
LAPTOPS AND CELL PHONES FOR ELECTED OFFICIALS**

Motion by Schinzing, seconded by O'Rourke, CARRIED UNANIMOUSLY: To instruct the City Attorney to review best practices and advise course of action for utilization of electronic platforms and potential purchase of laptops and cell phones for elected officials.

Roll Call Vote

Ayes (7) Loch, O'Rourke, Schinzing, Woods, Ambrose, Arnold, Gunther
Nays (0)
Absent (0)
Abstain (0)

Mayor Pro Tem O'Rourke asked if the moratorium on the PUD and CPD could be extended by 60 days. He explained council is looking at possible rewriting codes and ordinances and more time is needed.

City Attorney Vanerian said we have a committee meeting tomorrow, we are discussing the moratorium, and it is specific to the PUD process. He explained arriving at a final decision for the changes or amendments to it will take time. City Attorney Vanerian said the council needs to have an actual draft that embodies what council wants to change. He said the memo he presented to council last meeting included suggestions. City Attorney Vanerian said to keep in mind the amendment will need to go before the planning commission for a public hearing as part of the process and then back to council for second reading.

Mayor Pro Tem O'Rourke asked City Attorney Vanerian how long council should anticipate this process.

City Attorney Vanerian explained three or four months is realistic.

**CM 02-04-26 MOTION TO EXTEND THE MORATORIUM FOR
60 ADDITIONAL DAYS FROM THE ORIGINAL 90 DAYS**

Motion by O'Rourke, seconded by Schinzing, MOTION CARRIED: To extend the moratorium for 60 additional days from the original 90 days.

Discussion

Council Member Woods explained while concerns have been raised regarding traffic, setbacks, and building height, the City Attorney and City Manager have explained that the city already has tools in place under the Planned Unit Development (PUD) process to address those issues. Council Member Woods said he is concerned about signaling that the city is "closed for business" when existing mechanisms are available.

Roll Call Vote

Ayes (4) O'Rourke, Schinzing, Arnold, Gunther
Nays (3) Woods, Ambrose, Loch
Absent (0)
Abstain (0)

Council Member Schinzing introduced, read and motioned for approval Resolution 2026-03.

CITY OF WALLED LAKE RESOLUTION NO. 2026-03 A
RESOLUTION DIRECTING THE CITY ATTORNEY TO
PROVIDE TO CITY COUNCIL ALL PAST CLOSED
LITIGATION FILINGS AND A SUMMARY PAGE FOR THE
CALENDAR YEARS 2020 TO CURRENT, ALL FILINGS AND
A SUMMARY PAGE OF CURRENT LITIGATION, AND AN
ANALYSIS OF ANY POTENTIAL LITIGATION RISK OR
THREATS IN THE FUTURE

WHEREAS, the Walled Lake City Council requires formal technical analysis regarding the current and future “DISCLOSURE OF LITIGATION ”; and

WHEREAS, the Council seeks to ensure administrative accountability and clear communication regarding the feasibility of staff deadlines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WALLED LAKE:

1. Directive: The City Attorney is hereby directed to complete “DISCLOSURE OF LITIGATION” and provide a formal report to the Council and City Manager said report.
2. Initial Deadline: The deadline for the completion of this assignment is 2/17/2026.
3. Five-Day Response Rule: The City Attorney shall, within five (5) working days of the passage of this resolution, provide a written response to the Council. This response shall either (a) confirm the deadline is achievable, or (b) indicate the specific administrative difficulties or unavailable resources or costs in meeting the deadline and propose an alternative completion date.
4. Special Meeting Provision: Should the City Attorney determine the need to propose an alternative date that is not acceptable to the Council, a Special Meeting is hereby pre-authorized and called for 14 days from the approved Vote to discuss and finalize the project timeline.

Log Entry: The City Clerk is directed to enter this assignment into the official Council Directive Log immediately.

CM 02-05-26 MOTION TO APPROVE RESOLUTION 2026-03 A RESOLUTION OF DISCLOSURE OF LITIGATION

Motion by Schinzing, seconded by Loch, CARRIED UNANIMOUSLY: To approve resolution 2026-03 a resolution of Disclosure of Litigation

Discussion

Council Member Woods explained that information is already public, in terms of what is out there. He said the City Attorney has already reported on those items in the past.

City Attorney Vanerian explained at times items are presented during the open portion of a meeting while others require confidential attorney client communications. City Attorney Vanerian explained what he anticipates providing in response to the resolution would be to assemble those litigation reports going back to 2020. He said there are a couple of cases still pending that may need to be updated. City Attorney Vanerian explained anything received labeled as privileged confidential attorney client communication, even though cases may be resolved, they remain privileged confidential attorney client communications and cannot be made public.

Council Member Schinzing asked what is confidential and public.

City Attorney Vanerian explained at the very top of the document in bold italic text it will state Privileged Confidential Attorney Client Communications and it cannot be handed out or made public.

Roll Call Vote

Ayes (7) Schinzing, Woods, Ambrose, Arnold, Loch, O'Rourke, Gunther
Nayes (0)
Absent (0)
Abstain (0)

Council Member Arnold introduced, read and motioned for approval resolution 2026-04.

CITY OF WALLED LAKE RESOLUTION 2026-04 A
RESOLUTION DIRECTING THE CITY CLERK TO PROVIDE
TO CITY COUNCIL ALL CONTRACTS OF CITY
EMPLOYEES, CITY CONTRACTOR EMPLOYEES (SUCH AS
PLANNING COMMISSION BOARD MEMBERS AND
BUILDING INSPECTORS), SUPPLIERS, UNION
CONTRACTS AND FRANCHISE AGREEMENTS AND TO
REDACT ANY LEGAL PRIVACY DETAILS AND TO DIRECT
THE CITY CLERK TO POST THE CONTRACTS OF THOSE
THAT REPRESENT "ALL CITY EMPLOYEE, CONTRACT
EMPLOYEE, AND LEGAL ENTITY CONTRACTS" ON THE
CITY WEBSITE IN THE SPIRIT OF TRANSPARENCY

WHEREAS, the Walled Lake City Council requires formal technical analysis regarding "DISCLOSURE OF CONTRACTS"

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WALLED LAKE:

1. Directive: The City Clerk is hereby directed to complete "DISCLOSURE OF CONTRACTS: and provide a formal report to the Council and For the City Manager to direct his staff to permanently post current and future, executed versions of "ALL CITY EMPLOYEE, CONTRACT EMPLOYEE, AND LEGAL ENTITY CONTRACTS" on a city website page for transparency.
2. Initial Deadline: The deadline for the completion of this assignment is 2/X/2026.
3. Five-Day Response Rule: The City Clerk and City Manager shall, within X (X) working days of the passage of this resolution, provide a written response to the Council. This response shall either (a) confirm the deadline is achievable, or (b) indicate the specific administrative difficulties or unavailable resources or costs in meeting the deadline and propose an alternative completion date.
4. Special Meeting Provision: Should the City Clerk or the City Manager determine the need to propose an alternative date that is not acceptable to the Council, a Special

Council Meeting is hereby pre-authorized and called for 14 days from the approved Vote to discuss and finalize the project timeline.

CM 02-06-26 MOTION TO APPROVE RESOLUTION 2026-04 A RESOLUTION DIRECTING CITY CLERK TO PROVIDE DISCLOSURE OF CONTRACTS

Motion by O'Rourke, seconded by Loch, CARRIED UNANIMOUSLY: To approve resolution 2026-04 a resolution directing City Clerk to provide disclosure of contracts.

Discussion

City Manager Whitt explained that the City Clerk serves as the custodian of City contracts, and that all recent and active contracts, including union agreements and employment contracts, have been approved by resolution and are therefore readily available. These contracts can be compiled and made accessible, such as in PDF format.

Council Member Arnold said he is requesting this information to be posted to website.

Council Member Woods explained he has concerns about publishing future contracts; the city reserves the right for negotiations. He explained contracts or agreements are approved via resolution. These items are placed within the council meeting minutes and council packets which are both posted online. Council Member Woods explained he would like to make a modification to the motion to meet back in two weeks, table for now to make sure it is understood what the request is.

CM 02-07-26 MOTION TO TABLE RESOLUTION 2026-04

Motion by Woods, seconded by Schinzing, CARRIED UNANIMOUSLY: To table resolution 2026-04.

Roll Call Vote

Ayes (7) Woods, Ambrose, Arnold, O'Rourke, Loch, Schinzing, Gunther
Nays (0)
Absent (0)
Abstain (0)

Mayor Pro Tem O'Rourke initiated the discussion on reestablishing the Traffic Safety Commission, noting it has existed in the past and was discussed during his campaigning. He said there are ongoing traffic and safety concerns throughout the city, including speeding and increased through-traffic on major roads. Mayor Pro Tem O'Rourke further suggested that a board member of the Downtown Development Authority (DDA) be a representative of the Traffic Safety Commission to ensure traffic and safety considerations are represented in downtown planning and development discussions.

Council Member Woods acknowledged Mayor Pro Tem O'Rourke's comments and suggested that, due to current board vacancies, traffic-related responsibilities could be temporarily addressed within the Planning Commission. He explained that the Planning Commission already reviews citywide development and planning issues, which would allow traffic concerns to be addressed comprehensively until sufficient board membership is available to reestablish a standalone Traffic Safety Board.

City Manager Whitt explained the Traffic Safety Board still exists but there are no members, City Council needs to appoint people and appoint people that can come to the meetings.

ADJOURNMENT

CM 02-08-26 ADJOURNMENT

Motion by Ambrose, seconded by O'Rourke: CARRIED UNANIMOUSLY: To adjourn the meeting at 9:25 P.M.

Jennifer A. Stuart, City Clerk

Richard Gunther, Mayor

Monthly Violation Summary

January 2026



Search Criteria:

Month :	January
Year :	2026
Citation Type:	Both
Violation Type:	No Warning(s)
Range One:	00:00 - 07:59
Range Two:	08:00 - 15:59
Range Three:	16:00 - 23:59
Include Court Approved Only?	Yes
Count Secondary Officer's Violation?	Yes
Report ID:	423036
Saved:	No
Run By:	SHAKINAS, PAUL

Monthly Violation Summary

January 2026

Violation Description	Count	Percentage	Accident	TIME RANGE			YTD
				One	Two	Three	
ALL OTHERS							
CARELESS DRIVING	4	8.33 %	0	2	2	0	4
DISOBEY TRAF SIGNAL (DISOBEY TRF LGT;ENTER INT ON RED LT;LF TRN THRU RED LT;FAIL STOP TRF SIGNAL/LT)	1	2.08 %	1	0	1	0	1
DISOBEY TRAF SIGNAL (RAN AMBER OR RED LIGHT;RIGHT TURN THRU RED LIGHT W/O STOP)	2	4.17 %	0	0	0	2	2
DISOBEYED TRAFFIC CONTROL DEVICE	8	16.67 %	0	1	6	1	8
DOMESTIC VIOLENCE	1	2.08 %	0	1	0	0	1
DROVE WHILE LICENSE NOT VALID OR IMPR LICENSE (NO LICENSE NEVER APPLIED)	1	2.08 %	0	0	0	1	1
DROVE WHILE LICENSE SUSPENDED/REVOKED/DENIED	2	4.17 %	0	0	0	2	2
DROVE WHILE LICENSE SUSPENDED/REVOKED/DENIED-2ND OFFENSE	1	2.08 %	0	1	0	0	1
DROVE WHILE UNLICENSED (DROVE W/O OBTAINING LICENSE W/IN 3 YEARS)	1	2.08 %	0	0	0	1	1
EQUIPMENT VIOLATION: INOPERABLE LIGHTS	1	2.08 %	0	0	0	1	1
FAIL TO YIELD WHEN TURNING LEFT	1	2.08 %	1	0	1	0	1
FAILED TO STOP WITHIN ASSURED CLEAR DISTANCE	1	2.08 %	1	0	0	1	1
FOLLOWING TOO CLOSE	1	2.08 %	0	1	0	0	1
IMPROPER LANE USE	5	10.42 %	0	0	0	5	5
IMPROPER PASSING ON YELLOW LINE OR PASSING IN NO PASSING ZONE	1	2.08 %	0	0	0	1	1
NO INSURANCE - CIVIL INFRACTION	3	6.25 %	1	0	1	2	3
NO PROOF OF INSURANCE	4	8.33 %	1	0	1	3	4
PARKING-HANDICAP	1	2.08 %	0	0	1	0	1
REGISTRATION/PLATE VIOL: EXPIRED PLATES	4	8.33 %	1	1	1	2	4
SPEEDING 01-05 OVER	2	4.17 %	0	0	1	1	2
SPEEDING 11-15 OVER	1	2.08 %	0	0	0	1	1
SPEEDING 16-20 OVER	2	4.17 %	0	1	1	0	2
Total **ALL OTHERS**	48	100 %	6	8	16	24	48
Total Violations	48		6	8	16	24	48
Total Tickets	42		3	7	14	21	42

CLR-065 Monthly Summary Of Offenses (WL)



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

Month: January

Year: 2026

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jan/2026	Jan/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jan/2026	YTD	Jan/2025	YTD	Jan	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%	0	0	0%	0	0	0	0	0	0
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%	0	0	0%	0	0	0	0	0	0
09004	JUSTIFIABLE HOMICIDE	0	0	0%	0	0	0%	0	0	0	0	0	0
09005	DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%	0	0	0%	0	0	0	0	0	0
09006	IN-CUSTODY DEATH	0	0	0%	0	0	0%	0	0	0	0	0	0
10001	KIDNAPPING/ABDUCTION	0	0	0%	0	0	0%	0	0	0	0	0	0
10002	PARENTAL KIDNAPPING	0	0	0%	0	0	0%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	1	0	0%	1	0	0%	0	0	0	0	0	0
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%	0	0	0%	0	0	0	0	0	0
12000	ROBBERY	0	0	0%	0	0	0%	0	0	0	0	0	0
12001	ROBBERY	0	0	0%	0	0	0%	0	0	0	0	0	0
13001	NONAGGRAVATED ASSAULT	8	8	0%	8	8	0%	2	2	0	0	2	2
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	0%	0	0	0%	0	0	0	0	0	0
13003	INTIMIDATION/STALKING	0	0	0%	0	0	0%	0	0	0	0	0	0
13004	NON-FATAL SHOOTING	0	0	0%	0	0	0%	0	0	0	0	0	0
20000	ARSON	0	0	0%	0	0	0%	0	0	0	0	0	0
21000	EXTORTION	0	0	0%	0	0	0%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	0	0	0%	0	0	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jan/2026	Jan/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jan/2026	YTD	Jan/2025	YTD	Jan	YTD
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	0%	0	0	0%	0	0	0	0	0	0
23001	LARCENY -POCKETPICKING	0	0	0%	0	0	0%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	0	0%	0	0	0%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	0	0	0%	0	0	0%	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	0	0	0%	0	0	0%	0	0	0	0	0	0
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	1	-100%	0	1	-100%	0	0	0	0	0	0
23007	LARCENY -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
24001	MOTOR VEHICLE THEFT	0	0	0%	0	0	0%	0	0	0	0	0	0
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%	0	0	0%	0	0	0	0	0	0
24002	MOTOR VEHICLE THEFT	0	0	0%	0	0	0%	0	0	0	0	0	0
24003	MOTOR VEHICLE FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
25000	FORGERY/COUNTERFEITING	0	0	0%	0	0	0%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	0	0%	1	0	0%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	1	-100%	0	1	-100%	0	0	0	0	0	0
26003	FRAUD -IMPERSONATION	0	0	0%	0	0	0%	0	0	0	0	0	0
26004	FRAUD -WELFARE FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	0	0	0%	0	0	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	0	0	0%	0	0	0%	0	0	0	0	0	0
28000	STOLEN PROPERTY	0	0	0%	0	0	0%	0	0	0	0	0	0
29000	DAMAGE TO PROPERTY	0	2	-100%	0	2	-100%	1	1	0	0	1	1
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%	0	0	0%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	0	0	0%	0	0	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jan/2026	Jan/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jan/2026	YTD	Jan/2025	YTD	Jan	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%	0	0	0%	0	0	0	0	0	0
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
36001	SEXUAL PENETRATION NONFORCIBLE - BLOOD/AFFINITY	0	0	0%	0	0	0%	0	0	0	0	0	0
36002	SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
37000	OBSCENITY	0	0	0%	0	0	0%	0	0	0	0	0	0
39001	GAMBLING- BETTING/WAGERING	0	0	0%	0	0	0%	0	0	0	0	0	0
39002	GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%	0	0	0%	0	0	0	0	0	0
39003	GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
39004	GAMBLING -SPORTS TAMPERING	0	0	0%	0	0	0%	0	0	0	0	0	0
40001	COMMERCIALIZED SEX -PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0
40002	COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0
40003	HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0
51000	BRIBERY	0	0	0%	0	0	0%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	0	0	0%	0	0	0%	0	0	0	0	0	0
52002	WEAPONS OFFENSE -EXPLOSIVES	0	0	0%	0	0	0%	0	0	0	0	0	0
52003	WEAPONS OFFENSE -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
64001	HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%	0	0	0%	0	0	0	0	0	0
64002	HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%	0	0	0%	0	0	0	0	0	0
72000	ANIMAL CRUELTY	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group A Totals	10	12	-16.6%	10	12	-16.6%	3	3	0	0	3	3
01000	SOVEREIGNTY	0	0	0%	0	0	0%	0	0	0	0	0	0
02000	MILITARY	0	0	0%	0	0	0%	0	0	0	0	0	0
03000	IMMIGRATION	0	0	0%	0	0	0%	0	0	0	0	0	0
09003	NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%	0	0	0%	0	0	0	0	0	0
14000	ABORTION	0	0	0%	0	0	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jan/2026	Jan/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jan/2026	YTD	Jan/2025	YTD	Jan	YTD
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	0	0%	0	0	0%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	0	1	-100%	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	0	0%	0	0	0	0	0	0
39005	GAMBLING, OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
41001	LIQUOR LICENSE -ESTABLISHMENT	0	0	0%	0	0	0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	1	0	0%	1	0	0%	0	0	0	0	0	0
42000	DRUNKENNESS	0	0	0%	0	0	0%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	0	0	0%	0	0	0%	0	0	0	0	0	0
49000	ESCAPE/FLIGHT	0	0	0%	0	0	0%	0	0	0	0	0	0
50000	OBSTRUCTING JUSTICE	0	0	0%	0	0	0%	0	0	0	0	0	0
53001	DISORDERLY CONDUCT	0	1	-100%	0	1	-100%	0	0	0	0	0	0
53002	PUBLIC PEACE -OTHER	3	1	200%	3	1	200%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	0%	0	0	0%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	1	2	-50%	1	2	-50%	1	1	0	0	1	1
55000	HEALTH AND SAFETY	0	0	0%	0	0	0%	0	0	0	0	0	0
56000	CIVIL RIGHTS	0	0	0%	0	0	0%	0	0	0	0	0	0
57001	TRESPASS	0	0	0%	0	0	0%	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
62000	CONSERVATION	0	0	0%	0	0	0%	0	0	0	0	0	0
63000	VAGRANCY	0	0	0%	0	0	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jan/2026	Jan/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jan/2026	YTD	Jan/2025	YTD	Jan	YTD
70000	JUVENILE RUNAWAY	2	0	0%	2	0	0%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	1	-100%	0	1	-100%	0	0	0	0	0	0
75000	SOLICITATION	0	0	0%	0	0	0%	0	0	0	0	0	0
77000	CONSPIRACY (ALL CRIMES)	0	0	0%	0	0	0%	0	0	0	0	0	0
Group B Totals		7	6	16.66%	7	6	16.66%	1	1	0	0	1	1
2800	JUVENILE OFFENSES AND COMPLAINTS	1	1	0%	1	1	0%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	6	5	20%	6	5	20%	5	5	0	0	5	5
3000	WARRANTS	0	0	0%	0	0	0%	0	0	0	0	0	0
3100	TRAFFIC CRASHES	30	14	114.2%	30	14	114.2%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	34	23	47.82%	34	23	47.82%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	184	163	12.88%	184	163	12.88%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%	0	0	0%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	38	40	-5%	38	40	-5%	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	113	94	20.21%	113	94	20.21%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	3	1	200%	3	1	200%	0	0	0	0	0	0
3900	ALARMS	24	25	-4%	24	25	-4%	0	0	0	0	0	0
	SICK / INJURY COMPLAINT	0	0	0%	0	0	0%	0	0	0	0	0	0
	NON - CRIMINAL COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	TRAFFIC CRASHES	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS TRAFFIC COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	ALARMS	0	0	0%	0	0	0%	0	0	0	0	0	0
	ANIMAL COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	TRAFFIC OFFENSES	0	0	0%	0	0	0%	0	0	0	0	0	0
Group C Totals		433	366	18.30%	433	366	18.30%	5	5	0	0	5	5
2700	LOCAL ORDINANCES - GENERIC	0	0	0%	0	0	0%	0	0	0	0	0	0
2700	LOCAL ORDINANCES - GENERIC	0	0	0%	0	0	0%	0	0	0	0	0	0
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jan/2026	Jan/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jan/2026	YTD	Jan/2025	YTD	Jan	YTD
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
4100	NON - HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
4200	PARKING CITATIONS	1	0	0%	1	0	0%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	0	1	-100%	0	1	-100%	0	0	0	0	0	0
4400	WATERCRAFT CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	0	0	0%	0	0	0%	0	0	0	0	0	0
4600	LIQUOR CITATIONS / SUMMONS	0	0	0%	0	0	0%	0	0	0	0	0	0
4700	COMMERCIAL VEHICLE CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
4800	LOCAL ORDINANCE WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
4900	TRAFFIC WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	LOCAL ORDINANCES - GENERIC	0	0	0%	0	0	0%	0	0	0	0	0	0
	WATERCRAFT CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS A THROUGH UUUU	0	0	0%	0	0	0%	0	0	0	0	0	0
	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	TRAFFIC WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group D Totals	1	1	0%	1	1	0%	0	0	0	0	0	0
5000	FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
5100	18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group E Totals	0	0	0%	0	0	0%	0	0	0	0	0	0
6000	MISCELLANEOUS ACTIVITIES (6000)	0	0	0%	0	0	0%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	0	0	0%	0	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	10	10	0%	10	10	0%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WL)

CLASS	Description	Jan/2026	Jan/2025	% CHG	YTD 2026	YTD 2025	% CHG	ADULT		JUV		Total	
								Jan/2026	YTD	Jan/2025	YTD	Jan	YTD
	MISCELLANEOUS ACTIVITIES (6100)	0	0	0%	0	0	0%	0	0	0	0	0	0
	CANINE ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS ACTIVITIES (6000)	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
	Group F Totals	10	10	0%	10	10	0%	0	0	0	0	0	0
8000	MISCELLANEOUS DEALER ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group I Totals	0	0	0%	0	0	0%	0	0	0	0	0	0
	Totals for all Groups	461	395	16.70%	461	395	16.70%	9	9	0	0	9	9



Public Safety Director L. Dennis Whitt
248.624.4847
Email: ldenniswhitt@walledlake.com

Fire Chief Jason R Gonzalez
248.960.2040
Email: jgonzalez@walledlake.com

WALLED LAKE FIRE
DEPARTMENT
1499 E. West Maple Road
Walled Lake, Michigan 48390
FAX: 248.624.3768
www.walledlake.com

January 2026

February 5, 2026

TO: L. Dennis Whitt-City Manager

FROM: Jason Gonzalez-Fire Chief

RE: Summary of Fire Activities for the Month of January 2026.

Attached you will find a report on activities as they relate to the Walled Lake Fire Department for the Month of January 2026.

- The Fire Department responded to 107 calls for service in January 2026, 68% Medical, 32% Fire, with 249-unit responses, averaging 4.2 Firefighters per call. Average response time for all incidents, emergency response and normal traffic response: 4 minutes 7 seconds.
- Mutual aid given: 1
- Mutual aid received: 1
- Training hours for January: **105.47**

January Training Highlights:

- EMS continuing education respiratory emergencies.
- EMS continuing education airway/ventilation – respiratory arrest/CPR.
- Due to extreme cold weather & roadway conditions, apparatus drive time was restricted to days with appropriate roadway and temperature conditions to avoid cold weather damage to apparatus.
- Probationary Firefighter Gross continues with his training in the Livingston County Fire Academy Class.



Apparatus maintenance:

- Ladder 19 due to on-going throttle issue, the apparatus has been moved to stand-by service, only responding to working structure fires. Squad 19 will be responding in place of L19, for all other incidents.
- E19 intake and discharge gauges replaced, installed by WFLD personnel.
- E19 main intake relief valve, needs replaced, parts ordered. Waiting on parts. (ordered in June)
- L19 Throttle issue (warranty work) repaired. Throttle pedal replaced (third time) Issue not resolved working with repair company and vehicle manufacturer to resolve issue.
- L19 tank to pump valve needs repair, work scheduled. Waiting on parts. (warranty work)
- L19 2.5-inch cross-lay discharge, and outlet swivel needs to be re-built, parts ordered. Waiting on parts.
- L19 back-up camera (25-year-old) replaced by WFLD personnel.
- **HAAS** emergency alerting January: 508 drivers alerted, on 59 incidents in January. Lifetime incidents 749. Lifetime alerts 4,973.

Fire Incidents:

On the morning of January 24th at 06:38 the Walled Lake Fire Department and mutual aid units were dispatched to a Box alarm at 410 Decker Rd for a structure fire. Upon arrival behind the residence at 410 Decker Rd a small, tiny house/shed was found fully involved, exposing the home. Fire crews fully extinguished the fire without any damage to the exposures and no injuries. The crews had to contend with extremely low temperatures -15 degrees, fortunately no equipment froze due to the low temperature. The fire is currently under investigation with the assistance of the Michigan State Police.



- **EMS:** The Fire Department responded to 75 medicals in January, with the FD rescue ambulance transporting 28 patients to local hospitals. Net ambulance collections for January: \$13,150.70. Current year-to-date net collections: \$15,036.66. 2025 Net collections \$97,394.57.

Incident Stats

Fire Incident Breakdown	Total Incidents	Year to Date
Fire (structure, vehicle, trash/rubbish, grass)	1	1
Hazardous Situation (fuel spill, gas leak, wire down)	3	3
Medical (illness, injury, vehicle collision)	73	73
Public Service (fire/smoke alarm, etc.)	18	18
Rescue (extrication, water rescue)	0	0
No Emergency (good intent, smoke scare)	11	11
Law Enforcement (support)	1	1
Grand Total	107	107

January Training

Training Category	Total Hours
Driver Training	5
Company Training	9.97
EMS	63
Fire Prevention	10
Officer Training	14.5
Probationary Training	3
Grand Total	105.47

Fire Inspection Stats

Inspection Category	Total Inspections	Violations
Fire Safety	9	8
Change of Use	0	0
Acceptance Test	3	0
C of O	1	0
Fire Investigation	2	0
Plan Review	4	8
Reinspection	2	0
Grand Total	21	16

Apparatus Milage

Apparatus	Milage	Dec Total Miles
Engine 19	20525	222
Ladder 19	42305	64
Rescue 19	48238	500
Squad 19	20148	199
Utility 1	5570	207
Utility 2	49711	486



City of Walled Lake

Council Meeting: February 17, 2026

GOVERNMENT WIDE EXPENDITURES

CHECK NUMBERS: 126756 - 126864
 CHECK DATE RANGE: 01/15/2026 - 02/05/2026
 ACH CHECK DATES: 01/01/2026 - 01/31/2026

	<u>Checks</u>	<u>ACH</u>	<u>Total</u>
GENERAL FUND	111,634.08	1,361.13	112,995.21
MAJOR ROADS FUND	7,734.65	-	7,734.65
LOCAL ROADS FUND	12,059.51	-	12,059.51
DRUG FORFEITURE	-	-	-
LIBRARY FUND	14,397.58	-	14,397.58
DEBT SERVICE FUND	-	-	-
DDA FUND	632.41	-	632.41
TRANSPORTATION FUND	-	-	-
REFUSE FUND	33,895.04	-	33,895.04
WATER & SEWER FUND	113.58	-	113.58
TRUST AND AGENCY	9,583.75	-	9,583.75
MISC. PAYROLL	-	-	-
ACCRUED INSURANCE LIABILITIES	17,404.83	-	17,404.83
VENDOR EXPENDITURES	207,455.43	1,361.13	208,816.56

DEPARTMENT	TOTAL	
	OVERTIME	PAY IN LIEU
City Manager (#172)	\$ -	\$ -
City Attorney (#266)	\$ -	\$ 66.00
Finance/ Treasurer (#212 & 253)	\$ -	\$ -
General (#218)	\$ -	\$ -
Clerk (#215)	\$ -	\$ 600.00
Election (#262)	\$ -	\$ -
Police (#301)	\$ 2,092.60	\$ 3,195.00
Fire (#336)	\$ 2,826.12	\$ -
Public Works (#441)	\$ 3,106.95	\$ -
Library (#738)	\$ -	\$ 545.00
	\$ 8,025.67	\$ 4,406.00
EXPENSE ALLOWANCE/REIMBURSEMENTS	\$ 26,104.06	
SALARY & WAGES	\$ 226,559.30	
PAY IN LIEU	\$ 4,406.00	
OVERTIME	\$ 8,025.67	
GROSS PAYMENTS	\$ 265,095.03	
EMPLOYER FICA	\$ 19,677.32	
EMPLOYER PENSION	\$ 92,144.64	
EMPLOYER OPEB	\$ 3,082.00	
PAYROLL EXPENSES	\$ 114,903.96	
PERSONNEL EXPENDITURES	\$ 379,998.99	
VENDOR EXPENDITURES	\$ 208,816.56	
Council Meeting: February 17, 2026 REPORTED EXPENDITURES	\$ 588,815.55	

02/09/2026 10:37 AM
User: MGROSS
DB: Walled Lake

CHECK DISBURSEMENT REPORT FOR CITY OF WALLED LAKE
CHECK DATE FROM 01/01/2026 - 01/31/2026
Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/08/2026	PAYAB	349 (E)	WEX BANK	GAS AND OIL	732-000	336	1,361.13
				Total for fund 101 GENERAL FUND			1,361.13
TOTAL - ALL FUNDS							1,361.13

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/15/2026	PAYAB	126757	ALLIE BROTHERS INC	UNIFORMS - DOWELL	731-000	336	624.44
01/15/2026	PAYAB	126758#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	727-000	218	89.26
				OFFICE SUPPLIES	900-000	253	78.31
				OFFICE SUPPLIES	728-000	336	52.53
				CHECK PAYAB 126758 TOTAL FOR FUND			<u>220.10</u>
01/15/2026	PAYAB	126759	ARBOR PROFESSIONAL SOLUTIONS	PROFESSIONAL SRVS. - AMBULANCE BILLING	809-001	336	94.53
01/15/2026	PAYAB	126760	AT&T	12/05/2025 - 01/04/2026	920-000	301	84.46
01/15/2026	PAYAB	126761*#	BOSS ENGINEERING	OFFICE HOURS	820-000	701	1,080.00
01/15/2026	PAYAB	126762	COMCAST	01/16/2026 - 02/15/2026	920-000	336	74.25
01/15/2026	PAYAB	126764#	DTE ENERGY	12/01/2025 - 12/31/2025	921-000	448	5,969.97
				12/03/2025 - 01/02/2026	921-000	751	43.53
				CHECK PAYAB 126764 TOTAL FOR FUND			<u>6,013.50</u>
01/15/2026	PAYAB	126765	EMS MANAGEMENT & CONSULTANTS, INC.	PROFESSIONAL SRVS. - AMBULANCE BILLING	809-001	336	1,143.18
01/15/2026	PAYAB	126766	GLENDALE AUTO SUPPLY	R&M - EQUIPMENT	933-000	441	106.08
01/15/2026	PAYAB	126767	HURON VALLEY GUNS	UNIFORMS	731-000	336	20.00
01/15/2026	PAYAB	126768	IMAGE BUSINESS SOLUTIONS-WIXOM	RENTALS & LEASES - OFFICE EQUIPMENT	941-000	336	194.98
01/15/2026	PAYAB	126769	KCI INC.	PERSONAL PROPERTY STATEMENTS	822-000	257	471.92
01/15/2026	PAYAB	126770#	MACQUEEN	MINOR MACH. & EQUIPMENT PURCHASE	785-000	336	2,070.52
				CDBG PY 2025 EQUIPMENT	729-000	720	20,403.52
				CHECK PAYAB 126770 TOTAL FOR FUND			<u>22,474.04</u>
01/15/2026	PAYAB	126771	MICHIGAN MUNICIPAL LEAGUE	QTRLY CONTRIBUTIONS	016-002	000	26.71
01/15/2026	PAYAB	126772	OAKLAND COUNTY TREAS CASH BLDG 12	DELINQUENT PERSONAL PROPERTY TAXES	412-000	000	34.25
01/15/2026	PAYAB	126773	R&R FIRE TRUCK REPAIR INC.	REPAIR & MAINTENANCE - VEHICLES	939-000	336	4,884.36

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/15/2026	PAYAB	126776	TRUCK & TRAILER SPECIALTIES INC	REPAIR & MAINT. - EQUIPMENT	933-000	441	202.64
01/15/2026	PAYAB	126777	UNIFIRST CORPORATION	RUG SERVICE	826-000	218	218.73
01/15/2026	PAYAB	126778	WEB MATTERS	FEB. - JULY 2026	937-000	218	239.70
				WEBSITE UPDATES	937-000	218	47.50
				CHECK PAYAB 126778 TOTAL FOR FUND			<u>287.20</u>
01/22/2026	PAYAB	126779	ABSOPURE WATER COMPANY	OPERATING SUPPLIES & MATERIALS	728-000	301	50.45
01/22/2026	PAYAB	126780	ALLIE BROTHERS INC	UNIFORMS	731-000	301	874.89
01/22/2026	PAYAB	126781#	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES & MATERIALS	728-000	218	21.44
				OFFICE SUPPLIES	727-000	301	125.00
				OPERATING SUPPLIES & MATERIALS	728-000	301	394.15
				CHECK PAYAB 126781 TOTAL FOR FUND			<u>540.59</u>
01/22/2026	PAYAB	126782#	AT&T MOBILITY	12/07/2025 - 01/06/2026	920-000	301	339.66
				12/09/2025 - 01/08/2026	920-000	301	58.22
				12/07/2025 - 01/06/2026	920-000	336	58.25
				CHECK PAYAB 126782 TOTAL FOR FUND			<u>456.13</u>
01/22/2026	PAYAB	126783	BESTCO/UA - 6803	FEBRUARY PAYMENT	874-000	736	664.90
01/22/2026	PAYAB	126784*	BLUE CARE NETWORK	COBRA - KREBS	085-000	000	393.80
01/22/2026	PAYAB	126785	BS & A SOFTWARE	ANNUAL SERVICE/SUPPORT FEES	937-000	218	4,822.00
01/22/2026	PAYAB	126786	CONSUMERS ENERGY	12/12/2025 - 01/10/2026	922-000	336	1,330.25
01/22/2026	PAYAB	126787	CONSUMERS ENERGY	12/12/2025 - 01/12/2026	922-000	441	3,163.04
01/22/2026	PAYAB	126788	CONSUMERS ENERGY	GAS USAGE	922-000	218	1,882.77
01/22/2026	PAYAB	126790	DAN'S AUTO CLINIC	REPAIR & MAINTENANCE - VEHICLES	939-000	301	75.00
				REPAIR & MAINTENANCE - VEHICLES	939-000	301	124.10
				REPAIR & MAINTENANCE - VEHICLES	939-000	301	330.28
				REPAIR & MAINTENANCE - VEHICLES	939-000	301	67.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
CHECK PAYAB 126790 TOTAL FOR FUND							596.94
01/22/2026	PAYAB	126791*#	DTE ENERGY	12/13/2025 - 01/13/2026	921-000	218	450.69
				12/13/2025 - 01/13/2026	921-000	301	1,286.04
				12/13/2025 - 01/13/2026	921-000	336	1,121.72
				12/13/2025 - 01/13/2026	921-000	441	47.65
				12/13/2025 - 01/13/2026	921-000	567	18.25
				12/13/2025 - 01/13/2026	921-000	732	21.77
				12/13/2025 - 01/13/2026	921-000	732	22.51
				12/13/2025 - 01/13/2026	921-000	732	28.35
				12/16/2025 - 01/14/2026	921-000	732	21.54
				12/16/2025 - 01/14/2026	921-000	732	21.90
				12/13/2025 - 01/13/2026	921-000	751	217.76
				12/13/2025 - 01/13/2026	921-000	751	18.25
				12/13/2025 - 01/13/2026	921-000	751	29.32
CHECK PAYAB 126791 TOTAL FOR FUND							3,305.75
01/22/2026	PAYAB	126792	FIRING LINE	OPERATING SUPPLIES & MATERIALS	728-000	301	1,200.00
01/22/2026	PAYAB	126793	GALLAGHER FIRE EQUIPMENT CO	REPAIR & MAINT. - EQUIPMENT	933-000	301	110.00
01/22/2026	PAYAB	126794	GALLS, LLC	UNIFORMS	731-000	301	469.20
01/22/2026	PAYAB	126795#	GOYETTE MECHANICAL CO.	REPAIR & MAINT. - EQUIPMENT	933-000	218	273.00
				REPAIR & MAINT. - EQUIPMENT	933-000	336	3,025.97
				REPAIR & MAINT. - EQUIPMENT	933-000	441	1,042.45
CHECK PAYAB 126795 TOTAL FOR FUND							4,341.42
01/22/2026	PAYAB	126796*#	GRID4 COMMUNICATIONS INC	01/16/2026 - 02/15/2026	920-000	218	353.91
				01/16/2026 - 02/15/2026	920-000	253	88.48
				01/16/2026 - 02/15/2026	920-000	301	353.91
				01/16/2026 - 02/15/2026	920-000	336	353.91
				01/16/2026 - 02/15/2026	920-000	371	88.48
				01/16/2026 - 02/15/2026	920-000	441	265.44
CHECK PAYAB 126796 TOTAL FOR FUND							1,504.13

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/22/2026	PAYAB	126797	LERMA INC	MEMBERSHIPS, DUES & SUBSCRIPTIONS	806-000	301	150.00
01/22/2026	PAYAB	126798	LOWES BUSINESS ACCOUNT	OPERATING SUPPLIES & MATERIALS	728-000	441	304.45
				REPAIR & MAINT. - BUILDINGS &	934-000	441	67.85
				CHECK PAYAB 126798 TOTAL FOR FUND			<u>372.30</u>
01/22/2026	PAYAB	126799*#	MCKENNA ASSOCIATES INC	INSPECTION SERVICES	818-000	371	2,850.00
				BUILDING SERVICES	819-000	371	675.00
				CHECK PAYAB 126799 TOTAL FOR FUND			<u>3,525.00</u>
01/22/2026	PAYAB	126800	MEGA PRINTING	BUSINESS CARDS - CITY COUNCIL	729-000	218	457.50
01/22/2026	PAYAB	126801	MERGE LIVE	LIVE STREAM CITY COUNCIL MEETING	826-000	218	365.00
01/22/2026	PAYAB	126802	MICHIGAN ASSOC CHIEFS OF POLICE	TRAINING & CONFERENCES	955-000	301	330.00
				TRAINING & CONFERENCES	955-000	301	280.00
				CHECK PAYAB 126802 TOTAL FOR FUND			<u>610.00</u>
01/22/2026	PAYAB	126803	MURRAYS DISCOUNT AUTO STORES	REPAIR & MAINTENANCE - VEHICLES	939-000	301	355.84
				REPAIR & MAINTENANCE - VEHICLES	939-000	301	20.98
				CHECK PAYAB 126803 TOTAL FOR FUND			<u>376.82</u>
01/22/2026	PAYAB	126804	OAKLAND COMMUNITY COLLEGE	CONTINUING EDUCATION - KOLKE	955-001	301	800.00
01/22/2026	PAYAB	126805	OAKLAND COUNTY TREAS CASH BLDG 12	OCT. - DEC. 2025	831-000	301	4,938.25
01/22/2026	PAYAB	126806	ON DUTY GEAR, LLC	UNIFORMS	731-000	301	160.00
01/22/2026	PAYAB	126807	PAUL SHAKINAS	REPAIR & MAINT. - EQUIPMENT	933-000	301	793.94
01/22/2026	PAYAB	126808	STATE OF MICHIGAN	S.O.R. THROUGH 12/31/2025	814-000	301	30.00
01/22/2026	PAYAB	126809*#	TOSHIBA FINANCIAL SERVICES	RENTALS & LEASES - OFFICE EQUIPMENT	941-000	218	317.68
				RENTALS & LEASES - OFFICE EQUIPMENT	941-000	301	317.68
				CHECK PAYAB 126809 TOTAL FOR FUND			<u>635.36</u>
01/22/2026	PAYAB	126810	WALLED LAKE HARDWARE	OPERATING SUPPLIES & MATERIALS	728-000	441	

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/22/2026	PAYAB	126811	WIXOM POLICE DEPARTMENT	OCT. - DEC. 2025	814-000	301	516.10
01/29/2026	PAYAB	126812	ALLIE BROTHERS INC	UNIFORMS	731-000	301	294.98
01/29/2026	PAYAB	126813*#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	727-000	218	177.18
				OPERATING SUPPLIES & MATERIALS	728-000	336	66.02
				OPERATING SUPPLIES & MATERIALS	728-000	336	14.24
				CHECK PAYAB 126813 TOTAL FOR FUND			<u>257.44</u>
01/29/2026	PAYAB	126816#	DTE ENERGY	12/19/2025 - 01/21/2026	921-000	336	31.23
				12/13/2025 - 01/13/2026	921-000	732	18.25
				CHECK PAYAB 126816 TOTAL FOR FUND			<u>49.48</u>
01/29/2026	PAYAB	126817	ELITE CPR LLC	CPR TRAINING	955-000	336	80.00
01/29/2026	PAYAB	126818*#	FIDELITY SECURITY LIFE INS/EYEMED	FEBRUARY PAYMENT	874-000	736	45.16
01/29/2026	PAYAB	126819	GLENDALE AUTO SUPPLY	R&M VEHICLE	939-000	441	47.37
				R&M VEHICLE	939-000	441	39.58
				CHECK PAYAB 126819 TOTAL FOR FUND			<u>86.95</u>
01/29/2026	PAYAB	126820	HOME DEPOT CREDIT SERVICES	MINOR MACH. & EQUIPMENT PURCHASE	785-000	336	189.00
01/29/2026	PAYAB	126821	JAX KAR WASH	CAR WASH SERVICE	939-000	301	21.00
				CAR WASH SERVICE	939-000	301	31.50
				CHECK PAYAB 126821 TOTAL FOR FUND			<u>52.50</u>
01/29/2026	PAYAB	126822	LAKES AREA CHAMBER OF COMMERCE	MEMBERSHIPS 2026 DUES	806-000	218	325.00
01/29/2026	PAYAB	126823	MCKENNA ASSOCIATES INC	PROFESSIONAL SERVICES - PLANNING	817-000	701	1,250.00
01/29/2026	PAYAB	126825	MICHIGAN MUNICIPAL LEAGUE	CDL CONSORTIUM DRIVERS FEE	806-000	441	400.00
01/29/2026	PAYAB	126826*#	MUTUAL OF OMAHA	FEBRUARY PAYMENT	718-000	301	80.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/29/2026	PAYAB	126827#	OAKLAND COUNTY TREAS CASH BLDG 12	BS&A ASSESSING SUPPORT FEE	806-000	218	561.48
				BS&A TAX SUPPORT FEE	806-000	218	701.00
				EV WORKERS, FACILITY, PUBLICATION NOV	811-000	262	1,992.07
				CANVASS, CODING NOV 25	811-000	262	342.41
				CHECK PAYAB 126827 TOTAL FOR FUND			<u>3,596.96</u>
01/29/2026	PAYAB	126829	PROACTIVE EQUIPMENT REPAIR, LLC	REPAIR & MAINTENANCE - VEHICLES	939-000	441	2,521.44
01/29/2026	PAYAB	126830	RESCOM DOOR LLC	REPAIR & MAINT. - BUILDINGS &	934-000	441	1,900.00
01/29/2026	PAYAB	126832	SITE ONE LANDSCAPE SUPPLY, LLC	REPAIR & MAINT. - EQUIPMENT	933-000	441	212.00
01/29/2026	PAYAB	126834	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES	816-000	212	737.50
01/29/2026	PAYAB	126835#	VISA WALLED LAKE SCHOOL EMP FCU	ANNUAL BLACK & WHITE AWARDS BALL	955-000	101	1,200.00
				MEMBERSHIPS, DUES & SUBSCRIPTIONS	806-000	215	299.00
				ZOOM MONTHLY USAGE	728-000	218	81.26
				ONLINE SERVICES	937-000	218	3.15
				SOFTWARE MAINTENANCE	937-000	218	220.50
				SOFTWARE MAINTENANCE	937-000	218	354.51
				PROFESSIONAL SERVICES - LEGAL	813-000	301	20.60
				REPAIR & MAINT. - EQUIPMENT	933-000	336	69.99
				CHECK PAYAB 126835 TOTAL FOR FUND			<u>2,249.01</u>
01/29/2026	PAYAB	126836#	WALLED LAKE HARDWARE	OPERATING SUPPLIES & MATERIALS	728-000	336	35.97
				OPERATING SUPPLIES & MATERIALS	728-000	441	8.99
				CHECK PAYAB 126836 TOTAL FOR FUND			<u>44.96</u>
01/29/2026	PAYAB	126837*#	PRINCIPAL LIFE INSURANCE COMPANY	FEBRUARY PAYMENT	874-000	736	169.25
02/05/2026	PAYAB	126838	ABSOPURE WATER COMPANY	OPERATING SUPPLIES & MATERIALS	728-000	301	50.45
02/05/2026	PAYAB	126839	ACROSS THE STREET PRODUCTIONS	EDUCATION & TRAINING	955-000	336	770.00
02/05/2026	PAYAB	126840	ALLSERV	REPAIR & MAINT. - BUILDINGS &	934-000	301	650.00
02/05/2026	PAYAB	126841#	AMAZON CAPITAL SERVICES	OFFICE & OPERATING SUPPLIES	727-000	218	55.18

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				OFFICE SUPPLIES & REPAIR/MAINT. EQUIP.	727-000	218	377.80
				OFFICE & OPERATING SUPPLIES	728-000	218	89.99
				OFFICE & OPERATING SUPPLIES	728-000	218	132.99
				OFFICE SUPPLIES	727-000	301	526.65
				REPAIR & MAINTENANCE - VEHICLES	939-000	336	239.99
				OPERATING SUPPLIES & MATERIALS	728-000	441	10.62
				OFFICE SUPPLIES & REPAIR/MAINT. EQUIP.	933-000	441	96.89
				CHECK PAYAB 126841 TOTAL FOR FUND			<u>1,530.11</u>
02/05/2026	PAYAB	126842*#	ARMOREX	OFFICE SUPPLIES	727-000	218	27.08
				OFFICE SUPPLIES	727-000	301	45.14
				OFFICE SUPPLIES	727-000	336	45.14
				OFFICE SUPPLIES	727-000	441	27.08
				CHECK PAYAB 126842 TOTAL FOR FUND			<u>144.44</u>
02/05/2026	PAYAB	126843	ASSESSMENT ADMIN. SERVICES LLC	FEBRUARY ASSESSING SERVICES	822-000	257	5,620.00
02/05/2026	PAYAB	126844	AT&T MOBILITY	01/18/2026 - 02/17/2026	920-000	301	91.25
02/05/2026	PAYAB	126845	BOUND TREE MEDICAL, LLC	OPERATING SUPPLIES & MATERIALS	728-000	336	21.50
02/05/2026	PAYAB	126846	CANFIELD EQUIPMENT SERVICE, INC.	CAPITAL - EQUIPMENT	971-000	301	1,450.00
02/05/2026	PAYAB	126847	COMCAST	02/05/2026 - 03/04/2026	920-000	301	28.70
02/05/2026	PAYAB	126849	DAN'S AUTO CLINIC	REPAIR & MAINTENANCE - VEHICLES	939-000	301	426.00
02/05/2026	PAYAB	126852	GLENDALE AUTO SUPPLY	R&M - EQUIPMENT	933-000	441	137.98
02/05/2026	PAYAB	126853#	JEM IT SERVICES, LLC	IT SERVICES	936-000	218	432.00
				IT SERVICES	936-000	301	556.00
				IT SERVICES	936-000	336	504.00
				CHECK PAYAB 126853 TOTAL FOR FUND			<u>1,492.00</u>
02/05/2026	PAYAB	126854	MURRAYS DISCOUNT AUTO STORES	OPERATING SUPPLIES & MATERIALS	728-000	441	9.99
				OPERATING SUPPLIES & MATERIALS	728-000	441	45.95
				CHECK PAYAB 126854 TOTAL FOR FUND			<u>55.94</u>

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 CHECK NUMBER 126756 - 126864
 Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
02/05/2026	PAYAB	126855	OAKLAND COUNTY CLERKS ASSOC.	2026 MEMBERSHIP DUES	806-000	215	105.00
02/05/2026	PAYAB	126856	PROACTIVE EQUIPMENT REPAIR, LLC	REPAIR & MAINT. - EQUIPMENT	933-000	441	526.51
02/05/2026	PAYAB	126859	STATE OF MICHIGAN	STORMWATER ANNUAL PERMIT FEE	806-000	445	2,000.00
02/05/2026	PAYAB	126860	STEVEN SCHOSTAK PHD PLLC	PRE-EMPLOYMENT PSYCH EVALUATION	809-000	301	500.00
02/05/2026	PAYAB	126861	VERIZON WIRELESS	12/24/2025 - 01/23/2026	920-000	336	240.08
02/05/2026	PAYAB	126863	WALLED LAKE HARDWARE	OPERATING SUPPLIES & MATERIALS	728-000	441	41.28
02/05/2026	PAYAB	126864#	WEX BANK	GAS & OIL	732-000	172	77.49
				GAS & OIL	732-000	301	1,653.33
				GAS & OIL	732-000	336	136.12
				GAS & OIL	732-000	371	127.72
				GAS & OIL	732-000	441	1,519.47
				CHECK PAYAB 126864 TOTAL FOR FUND			<u>3,514.13</u>
				Total for fund 101 GENERAL FUND			111,634.08

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR ROAD FUND							
01/15/2026	PAYAB	126756*	AJAX MATERIALS CORPORATION	UPM COLD PATCH	930-000	462	116.64
01/15/2026	PAYAB	126763*	DETROIT SALT COMPANY LLC	ROCK SALT	735-000	478	2,085.92
01/15/2026	PAYAB	126775	ROAD COMMISSION OAKLAND CTY	NOV. SIGNAL MAINTENANCE	802-000	474	1,689.34
01/29/2026	PAYAB	126815*	DETROIT SALT COMPANY LLC	ROCK SALT	735-000	478	1,000.17
				ROCK SALT	735-000	478	976.64
				CHECK PAYAB 126815 TOTAL FOR FUND			<u>1,976.81</u>
01/29/2026	PAYAB	126831	ROAD COMMISSION OAKLAND CTY	DECEMBER SIGNAL MAINTENANCE	802-000	474	876.96
02/05/2026	PAYAB	126850*	DETROIT SALT COMPANY LLC	ROCK SALT	735-000	478	988.98
				Total for fund 202 MAJOR ROAD FUND			7,734.65

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL ROAD FUND							
01/15/2026	PAYAB	126756*	AJAX MATERIALS CORPORATION	UPM COLD PATCH	930-000	462	272.16
01/15/2026	PAYAB	126763*	DETROIT SALT COMPANY LLC	ROCK SALT	735-000	478	4,867.16
01/29/2026	PAYAB	126815*	DETROIT SALT COMPANY LLC	ROCK SALT	735-000	478	2,333.74
				ROCK SALT	735-000	478	2,278.84
				CHECK PAYAB 126815 TOTAL FOR FUND			
02/05/2026	PAYAB	126850*	DETROIT SALT COMPANY LLC	ROCK SALT	735-000	478	2,307.61
Total for fund 203 LOCAL ROAD FUND							12,059.51

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY							
01/22/2026	PAYAB	126791*#	DTE ENERGY	12/13/2025 - 01/13/2026	921-000	729	51.44
				12/12/2025 - 01/12/2026	921-000	729	29.30
				12/12/2025 - 01/12/2026	921-000	729	42.43
				12/12/2025 - 01/12/2026	921-000	729	19.57
				12/12/2025 - 01/12/2026	921-000	729	55.39
				12/12/2025 - 01/12/2026	921-000	729	49.89
				12/12/2025 - 01/12/2026	921-000	729	52.71
				12/12/2025 - 01/12/2026	921-000	729	27.39
				12/12/2025 - 01/12/2026	921-000	729	40.36
				12/12/2025 - 01/12/2026	921-000	729	101.72
				12/12/2025 - 01/12/2026	921-000	729	79.33
				12/12/2025 - 01/12/2026	921-000	729	82.88
				CHECK PAYAB 126791 TOTAL FOR FUND			<u>632.41</u>
				Total for fund 248 DOWNTOWN DEVELOPMENT AUTHORITY			632.41

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY FUND							
01/22/2026	PAYAB	126791*#	DTE ENERGY	12/13/2025 - 01/13/2026	921-000	790	179.12
01/22/2026	PAYAB	126796*#	GRID4 COMMUNICATIONS INC	01/16/2026 - 02/15/2026	920-000	790	265.44
01/22/2026	PAYAB	126809*#	TOSHIBA FINANCIAL SERVICES	RENTALS & LEASES - OFFICE EQUIPMENT	941-000	790	317.68
01/29/2026	PAYAB	126813*#	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	783-000	790	385.35
01/29/2026	PAYAB	126814	CONSUMERS ENERGY	12/12/2025 - 01/12/2026	922-000	790	156.73
01/29/2026	PAYAB	126824	MICHIGAN LIBRARY ASSOCIATION	SPRING INSTITUTE - COMEAU	955-000	790	150.00
01/29/2026	PAYAB	126833	THE LIBRARY NETWORK	JAN 2026 - MAR 2026	783-000	790	347.61
				OCT. - DEC. 2025	936-000	790	1,339.08
				JAN 2026 - MAR 2026	936-000	790	7,222.97
				3YRS THROUGH DEC. 2028	937-000	790	256.37
				CHECK PAYAB 126833 TOTAL FOR FUND			<u>9,166.03</u>
02/05/2026	PAYAB	126842*#	ARMOREX	OFFICE SUPPLIES	727-000	790	36.10
02/05/2026	PAYAB	126848	COMPTON PRESS INDUSTRIES	LIBRARY NEWSLETTER - WINTER 2026	900-000	790	2,059.65
02/05/2026	PAYAB	126851	ENFOLD SYSTEMS INC	WALLEDLAKELIBRARY.ORG	937-000	790	240.00
02/05/2026	PAYAB	126858	SIPES, TIM	CUSTODIAL MAINTENANCE SUPPLIES/SERVICE	728-000	790	635.00
02/05/2026	PAYAB	126862	VISA WALLED LAKE SCHOOL EMP FCU	PROGRAM EXPENSES	737-000	790	16.87
				PROGRAM EXPENSES & LIBRARY MEDIA	737-000	790	27.63
				PROGRAM EXPENSES	737-000	790	53.42
				LIBRARY MEDIA & PROGRAM EXPENSES	737-000	790	25.98
				PROGRAM EXPENSES	737-000	790	10.98
				PROGRAM EXPENSES & LIBRARY MEDIA	783-000	790	15.84
				LIBRARY MEDIA & PROGRAM EXPENSES	783-000	790	49.50
				MEMBERSHIPS DUES	806-000	790	63.60
				SOFTWARE MAINTENANCE	937-000	790	16.66
				PLA 2026 CONFERENCE	954-000	790	526.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
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Fund: 271 LIBRARY FUND							
CHECK PAYAB 126862 TOTAL FOR FUND							806.48
Total for fund 271 LIBRARY FUND							14,397.58

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CHECK NUMBER 126756 - 126864
Banks: PAYAB

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 570 REFUSE FUND							
01/15/2026	PAYAB	126774	RESOURCE RECOVERY AND RECYCLING	DECEMBER HHW APPOINTMENTS	827-000	528	248.00
01/29/2026	PAYAB	126828	PRIORITY WASTE, LLC	RUBBISH PICK UP FOR MONTH OF FEBRUARY	827-000	528	33,515.04
02/05/2026	PAYAB	126857	RESOURCE RECOVERY AND RECYCLING	JANUARY HHW APPOINTMENTS	827-000	528	132.00
Total for fund 570 REFUSE FUND							33,895.04

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER AND SEWER FUND							
01/22/2026	PAYAB	126791*#	DTE ENERGY	12/13/2025 - 01/13/2026	921-000	537	33.93
				12/13/2025 - 01/13/2026	921-000	537	60.52
				12/13/2025 - 01/13/2026	921-000	538	19.13
				CHECK PAYAB 126791 TOTAL FOR FUND			<u>113.58</u>
				Total for fund 592 WATER AND SEWER FUND			113.58

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 701 TRUST AND AGENCY FUND							
01/15/2026	PAYAB	126761*#	BOSS ENGINEERING	BP - CESO INC SITE VISITS	264-025	000	8,115.00
01/22/2026	PAYAB	126789	CONSUMERS ENERGY	REFUND PROW2025-0013 145 ARVIDA	269-001	000	1,000.00
01/22/2026	PAYAB	126799*#	MCKENNA ASSOCIATES INC	EAST BAY BLDG 13 PLAN REVIEW	264-032	000	468.75
Total for fund 701 TRUST AND AGENCY FUND							9,583.75

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 705 ACCRUED INSURANCE LIABILITIES							
01/22/2026	PAYAB	126784*	BLUE CARE NETWORK	FEBRUARY PAYMENT	231-016	000	13,526.41
01/29/2026	PAYAB	126818*#	FIDELITY SECURITY LIFE INS/EYEMED	FEBRUARY PAYMENT	231-020	000	248.89
01/29/2026	PAYAB	126826*#	MUTUAL OF OMAHA	FEBRUARY PAYMENT	231-019	000	2,106.52
01/29/2026	PAYAB	126837*#	PRINCIPAL LIFE INSURANCE COMPANY	FEBRUARY PAYMENT	231-017	000	1,523.01
Total for fund 705 ACCRUED INSURANCE LIABILITIES							17,404.83
TOTAL - ALL FUNDS							207,455.43

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

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



CITY OF WALLED LAKE

POLICE DEPARTMENT

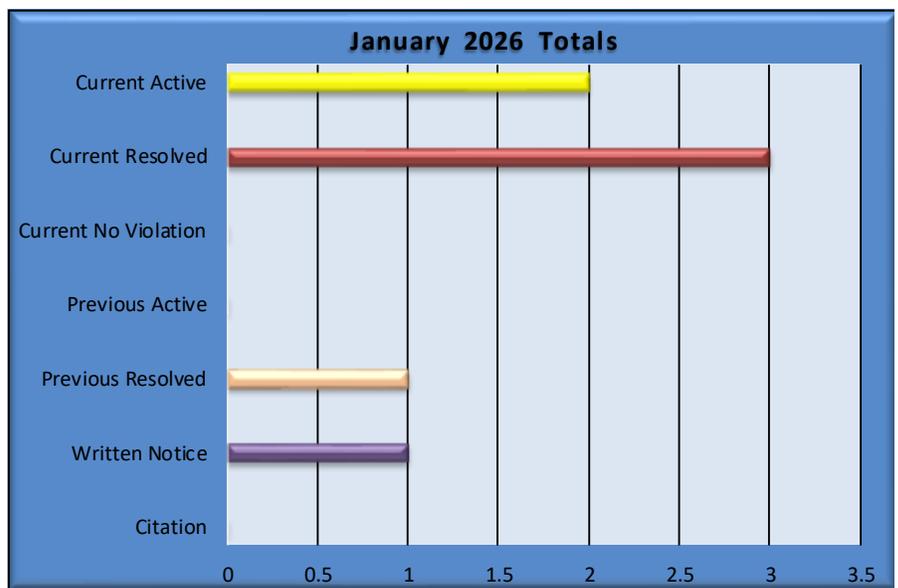


1499 East West Maple Road
 Walled Lake, Michigan 48390
 Dispatch: (248) 624-3111 · Administration: (248) 624-3120 · Fax: (248) 960-8898
www.walledlake.com

Code Enforcement Monthly Status Report January 2026

Category	Current Month Active	Current Month Resolved	Current Month No Violation	Previous Months Active	Previous Months Resolved	Total Category	Written Notice
Blight	1	0	0	0	0	1	1
Junk Cars	0	0	0	0	0	0	
Noxious Weeds/Grass	0	0	0	0	0	0	Citation
Property Maintenance	0	1	0	0	0	1	0
Stop Work	0	0	0	0	0	0	
Unsafe Property Conditions	1	0	0	0	1	2	
Working w/o a Permit	0	0	0	0	0	0	
Zoning Violation	0	2	0	0	0	2	
Totals	2	3	0	0	1	6	

Totals	
Current Active	2
Current Resolved	3
Current No Violation	0
Previous Active	0
Previous Resolved	1
Written Notice	1
Citation	0



Serving the Community

Code Enforcement Monthly Status Report January 2026

Current Month Events	Date	Active	Resolved	No Violation	Written Notice	Citation
East Bay (92-17-34-428-025) Behind 431 Gamma/Broken Pipe	01/07/26		1			
1339 Delta/Junk in Yard	01/12/26	1				
1270 S Commerce/Delivery Trucks using Neighbor's Property	01/19/26		1			
1186 E West Maple/Banner Sign Blocking Traffic View	01/21/26		1			
410 Decker/Unsafe Residence-Condemed	01/26/26	1			1	

Previous Months Active Events	Date	Active	Resolved	Written Notice	Citation
251 Aqueduct/Hoarding-Infestation (Condemed)	07/30/24		1		

Current Month Details	Date
City-wide/Sign Pickup	01/05/26
7-11 Site (Decker/E West Maple)/SESC check	01/05/26
City-wide/Sign Pickup	01/08/26

Serving the Community

Code Enforcement Monthly Status Report
January 2026

Inactive Events (Watching)	Start Date	Inactive	Total
1704 E West Maple/Parking Lot in Disrepair	03/25/25	10/09/25	1
1909 Appleford/Unauthorized Trucks in Drive(Due 04/01/26)	10/02/25	11/24/25	

Active/Cleared Percentage			
Cases	Active	Cleared	Pct.
6	2	4	67%

Respectfully Submitted,



Paul Barch
Code Enforcement Officer

Serving the Community



MEMORANDUM

City of Walled Lake · 1499 E. West Maple Road · Walled Lake, MI 48390 · (248) 624-4847

To: Walled Lake City Council

From: Vahan Vanerian, City Attorney

Re: *Electronic Communications*

Date: February 12, 2026

My research concerning electronic communications, electronically stored information and documents and use of personal devices for city business confirms that for purposes of making information available under the Freedom of Information Act, the determinative criteria is whether an electronic record, communication or document meets the statutory definition of a non-exempt “public record”. Whether the electronic record, document or communication was prepared, stored, sent or received on a personally owned or city owned device makes no difference. Accordingly the courts have held that non-exempt “public records” prepared, stored, sent or received on a personally owned device used for city business are subject to disclosure under FOIA. Consequently, personal devices used for city business are potentially subject to inspection and access by the courts and city officials for purposes of identifying “public records” potentially subject to disclosure under FOIA thereby potentially exposing sensitive personal information stored or otherwise accessible on a personal device. “Public Record” is defined very broadly as “a writing prepared, owned, used, in the possession of, or retained by a public body in the performance of an official function from the time it was created.” In order to minimize the risk of an unwarranted invasion of personal privacy and enhance accessibility and security of both exempt and non-exempt public records, information and data, many communities issue city owned devices to certain public officials and staff and adopt policies concerning the use of city owned devices, information and data.

Attached for informational purposes please find a sample internal electronic communications policy adopted by the city Novi. Note the Novi policy does not distinguish between personal or city owned devices but applies broadly to all official electronic communications and data. For further informational purposes please find a sample Electronic Media Policy adopted as an ordinance by the city of Gladstone that is specific to city issued devices and the use of those devices.

City of Gladstone, Michigan
Electronic Media Policy

Ordinance No: 2018- 605

**AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION, CREATING
ARTICLE VIII. ELECTRONIC MEDIA POLICY ORDINANCE OF THE CITY OF
GLADSTONE CODE OF ORDINANCES**

The City of Gladstone ordains and is hereby ordained by the authority of the same as follows:

I. Purpose

The purpose of this policy is to use technologies to save City Funds, Staff Time, better communicate with the public and provide for a more eco-way of providing government through the use of innovative technologies. The City has committed itself to more efficient, greener, innovative procedures using technologies. The iPad is one tool to help the City of Gladstone accomplish these goals. By adopting this policy and providing Commission Members and Staff with tablet PC as a way of conducting business makes the City of Gladstone a leader in Delta County.

A. Background. The standards set forth herein for use of iPad provided by the City of Gladstone are based on the following premises:

1. Electronic resources have become an invaluable asset that must be protected.
2. iPad are provided to City Commissioners and Department Heads to establish a secure, reliable, maintainable, and supportable method of communicating information to City Leaders.
3. Unless specifically exempt, information stored in any automated format is considered to be a public record. The user of an iPad will be the custodian of the stored information and must take reasonable steps to maintain and preserve the stored information so that the City can make the information available when requested in accordance with the provisions of Michigan, Open Meetings Act 267 of 1976.
4. Devices that have not been properly licensed are illegal, and the penalties are severe.
5. Incidental personal use by members of the City Commission and Staff in accordance with this Policy is permissible.
6. All City Commissioners and Staff issued devices will be required to read the City's Electronic Media-Device Policy and sign an acknowledgment confirming their adherence to this policy.

B. Interpretation.

1. This Policy does not cover employee-owned iPad being used for City work. Employee-owned tablets used for City Business will be provided access to the City Wi-Fi service in City-owned buildings.
2. All other policies, procedures, ordinances, and rules adopted by the Commission of the City of Gladstone and work rules, as stated in the City of Gladstone Employee Handbook, governing employee conduct are applicable to the use of City iPad resources.

City of Gladstone, Michigan
Electronic Media Policy

Ordinance No: 2018- 605

3. This Policy shall not be construed in a manner that causes it to conflict with any other State or Federal law or any City ordinance.
4. Authorized City Staff shall mean the City Manager.

C. General Use

1. One iPad will be assigned to each City Commission member, the City Manager and other staff required to have a device. Each iPad shall be numbered to ensure that it is consistently provided to, and used by, the same user.
2. All iPad assigned to City Commissioners for their term of office, remain the property of the City of Gladstone and shall be surrendered to the City Manager upon termination of such member's office or upon request by the City Board. Staff will return units when there at retirement or other termination of employment with the City. Commissioners or staff will have the opportunity to purchase the devices at retirement purchasing them at the current market rate for a used device.
3. Information pertaining to one or more scheduled meetings (i.e. meeting "packets") shall be regularly available in the Cloud or via Email Transmission.
4. Upon receipt from the City Manager's office, City Commissioners and Staff shall be individually responsible for viewing the meeting's packet and to review their packet in advance of the scheduled meeting.
5. All electronic data, communications, and information, including information transmitted or stored on the electronic systems of the City, remain the property of the City.
6. The City retains the right to access, inspect, monitor, and/or disclose any data stored on any iPad owned by the City, whether transmitted or received via electronic information systems (including information downloaded from the Internet or received or sent via e-mail), media of any kind, and/or any other means of data input.
7. Information stored, saved, or maintained on a City iPad is considered public information and is therefore subject to public disclosure laws. Further, authorized City Staff shall have access to City iPad at any time so as to be able to inspect and monitor the material contained thereon.
8. iPad may not be used for the transmission of data during any City meeting.
9. iPad may be used for transmission while being used at home to view the meeting's packet or for doing City business.
10. Assigned iPad shall be used in an appropriate and professional manner at all times. The use of language inappropriate to the workplace is prohibited.
11. Use of City iPad for the creation of offensive messages or documents, including racial slurs or sexual slurs, obscene, vulgar, and other inappropriate language is strictly prohibited.

City of Gladstone, Michigan
Electronic Media Policy

Ordinance No: 2018- 605

12. Incidental Personal Use: Although occasional and limited personal use of iPad is tolerated, subject to the limitations, conditions, and regulations contained in this Policy, assigned iPad may not be used in any way that:
- i. Directly or indirectly interferes with City operations of computing facilities or e-mail services.
 - ii. Is contrary to or damages the City's interest.
 - iii. Results in any incremental costs to the City.
 - iv. Interferes with any City officer or employee's work duties, performance, or other obligations to the City.
 1. Any personal use shall be at the risk of the person engaging therein. The City is not responsible or liable for the consequences. Such use shall be limited to individualized personal communications and not mass distribution of material. Use of computer resources for such incidental personal purposes is a privilege and can be withdrawn by the City Commission at any time.

D. Prohibitions and Restrictions on Use. The use of any City iPad whether in-house or external, for any of the following purposes is strictly prohibited:

1. To create or transmit material which is designed or likely to threaten, disturb, intimidate or otherwise annoy or offend another, including, but not limited to, broadcasting unsolicited messages or sending unwanted mail after being advised it is unwanted.
2. To create or transmit defamatory material.
3. To gain unauthorized access to facilities or services accessible by the City network and intended to be used for official City business or to use such facilities or services in an unauthorized manner.
4. To conduct business or engage in any "for profit" communications or activities.
5. To access, view or obtain any "adult entertainment," sexually explicit, pornographic or obscene material unless it is for work-related investigatory purposes and with the prior approval of the City Board.
6. For political campaign purposes, including, but not limited to, using e-mail to circulate advertising for political candidates or relating to political campaign issues.
7. To gain commercial or personal profit or advantage, including, but not limited to, selling lists of names, addresses, telephone numbers, or other information generated from City files.
8. To create or transmit material of an offensive nature, including racial slurs or sexual slurs, obscene, vulgar, and other inappropriate language
9. To represent oneself directly or indirectly as conducting City business when using such equipment for incidental personal purposes.
10. For any purpose that would be a violation of any City work rules, City ordinance or State or Federal law, regulation, or order.

City of Gladstone, Michigan
Electronic Media Policy

Ordinance No: 2018- 605

E. iPad Applications

1. All systems running on City iPad must be properly licensed.
2. For purposes of this Policy, applications fall into one of the following three categories:
 - i. STANDARD APPLICATIONS: These are the applications loaded onto the iPad at the time the iPad is provided to a City Commissioner.
 - ii. ACCEPTABLE APPLICATIONS: The applications available to iPad users should be uploaded with caution as to its content and purpose. Any personal use of applications is at the user's own risk. An application that is purchased will be done so at the user's expense without reimbursement from the City, at any time, unless it is deemed appropriate and necessary for all Commissioner to have the application and it is approved by the City Board. At the end of the Commissioner's term, the iPad will be turned in to the City Clerk and all applications uploaded, installed and all information present, personal or work related, will be deleted.
 - iii. UNAUTHORIZED APPLICATIONS: These are applications that include racial slurs or sexual slurs, obscene, vulgar, and other inappropriate language that would be offensive to the public.

F. Electronic Mail and Access to the World Wide Web and other Servers.

1. City iPad can be equipped with firewall and anti-virus software and are intended to be used to access to electronic mail (e-mail) or access the Internet. Apple products have internal security and virus protection built into the product.
2. Transmission of any material in violation of U.S. or state laws or regulations is prohibited.
3. Use of wireless internet connections should be used with caution and should not be considered secure unless there is definitive proof that it is a secure network. Extreme caution should be practiced when sending or receiving confidential or sensitive material.

G. Security.

1. City Commissioners will be expected to take reasonable precautions to protect any iPad assigned to them from damage, destruction, or theft.
2. City Commission and Staff members are encouraged to take appropriate steps to protect the security of networks and files by the use of passwords and by taking all necessary steps to maintain the integrity of passwords. While the City Manager and City Clerk shall have the right to know all passwords, passwords should not otherwise be shared, nor should they be posted.
3. Any suspected breach of security, damage, destruction, or theft of any iPad owned by the City should be reported to the City Manager as soon as possible.
4. City Commission and Staff are encouraged to use a backup system as there is an inherent risk that any data may be lost in the event of malfunction, damage, or theft to their assigned iPad.

City of Gladstone, Michigan
Electronic Media Policy

Ordinance No: 2018- 605

H. Paperless Meeting Packets-Public Distribution-Consultants-Vendor

1. All City Commissioner’s and Staff will be **required** to use the iPad to read and download information for meetings from the Cloud. At no time will paper copies be distributed after the devices have been assigned to the Commission and Staff.
2. Meeting information will be available in the Cloud for the City Commission and Staff by 3:00 p.m. the Friday prior to the meeting or equivalent day. Special meetings packet will be available 48 hours ahead of time. On the day of the meeting, the most current packet will be available by the start of the meeting via download from the Cloud.
3. Commission Packets will be posted online for the public no later than 4:00 p.m. the Friday prior to the Commission Meeting.
4. The media will be required to go online to access information on the Commission Meeting as the public will.
5. All Staff, Consultants, Vendors, and Public must submit reports, or requests in a PDF, or digital format or other format requested by the City.
6. The City of Gladstone will accept limited copies of reports or studies from the various Consultants, Vendors and the Public.

II. GENERAL PROVISIONS

- (A) **Severability of Provisions.** If any part of this ordinance is held to be invalid, such part will be deemed severable and its validity will have no effect upon the remaining provisions of this ordinance;
- (B) **Duration and Effective Date.** The provisions set forth in this ordinance become and will remain in full force and effect (until their repeal by ordinance) on the day of passage and adoption of this ordinance and upon publication in accordance with applicable law.

Introduced: 03-26-2018

Published:

U.P. ACTION NEWS & City of Gladstone
website www.gladstonemi.org

Public Hearing: 04-09-2018

Adopted: 04-09-2018

Published: 04-15-2018

Effective: 04-25-2018

CITY OF GLADSTONE

By: _____
Joe Thompson, Mayor

By: _____
Kimberly Berry, City Clerk

CITY OF NOVI

TECHNOLOGY USE AND ELECTRONIC RECORDS POLICY

A. Purpose.

The purpose of this Technology Use and Electronic Records Policy is to establish guidelines and policies for use of the computer, Internet, and e-mail systems owned by the City of Novi, as well as for the preservation of the public records created and received using these systems.

This Policy is developed in recognition of the current work environment, where a large portion of communications between public employees transacting public business on behalf of the City is done through electronic means. Although there are many benefits to working in an electronic forum, there are also many challenges, including the ability to easily modify electronic documents and concerns about the security of public records. Adherence to this Policy will provide consistency, efficiency, and openness to the public and help lessen any potential negative impacts to the City as it increases its reliance on electronic methods of conducting City business.

B. Definitions.

Electronic mail (e-mail): A means of exchanging electronic messages and documents using telecommunications links. A complete e-mail message not only includes the contents of the communication, but also the transactional information, aka metadata (dates and times that messages were sent, received, opened, deleted, etc., as well as aliases and names of members of groups), and any attachments. Transactional information can be found and printed or saved from the e-mail system

Electronic records: Electronic records include e-mail messages, word documents, electronic spreadsheets, digital images, and databases. Electronic records are kept in computer networks, Geographic Information System (GIS) databases, digital image storage systems, etc.

Records Retention and Disposal Schedule: The listings of records or records series that are maintained by the City of Novi in the course of conducting its official business that identify how long the records must be kept, when they may be destroyed, and when certain records can be sent to the Archives of Michigan for permanent preservation. In accordance with Michigan law (www.michigan.gov/hal), records cannot be destroyed unless their disposal is authorized by the approved State Retention and Disposal Schedule. The City of Novi's Records Retention and Disposal Schedule was adopted November 7, 2008 by the Michigan Historical Center and the State Administrative Board.

Public Record or Record: Recorded information that is prepared, owned, used, in the possession of, or retained by the City in the performance of an official function, as more fully defined and interpreted under the Freedom of Information Act ("FOIA"), being MCL 15.231.

Transitory record: Records relating to activities of the City or its employees or elected or appointed officials that have temporary value and do not need to be retained once their

intended purpose has been fulfilled. A transitory record is that which does not set policy, establish guidelines or procedures, certify a transaction, or become a receipt.

Non-records: Recorded information in the possession of the City that is not needed to document the performance of an official function, such as drafts, duplicates, convenience copies, publications, and other materials that do not document agency activities.

Personal records: Records that document strictly non-governmental business or activities.

C. Electronic Communications and Internet Use.

1. Purpose.

The purpose of this Technology Use and Electronic Records Policy is to assist the City of Novi employees in their day-to-day conduct of business activities. This Policy sets forth the City's policies regarding the use of e-mail, Internet, telephones, voicemail, fax machines, external electronic bulletin boards, wire services, and other telephonic communication equipment. All authorized users are expected to be familiar with and comply with this policy. Violation of this policy can lead to system privileges being revoked and/or disciplinary action, including, but not limited to, termination of employment.

The City of Novi encourages the use of these media and associated services, as they can make communication more efficient and effective, and because they can provide valuable information about vendors, customers, technology, and new products and services. However, all employees and others connected with the City should remember that electronic media and services provided by the City are public property and their purpose is to facilitate and support City business. All users of these systems have a duty to use these resources in a professional and lawful manner.

The computer network and e-mail systems are the property of City of Novi. All electronic communication and other information transmitted by, received from, or stored in these systems are the property of the City.

2. Prohibited Uses.

- a. Electronic media shall not be used for knowingly transmitting, retrieving, or storing any communication that:
 - i. Is in violation of state or federal law;
 - ii. Shares technology in a way that violates federal copyright laws;
 - iii. Circumvents the Open Meetings Act;
 - iv. Misrepresents the user's identity, except where authorized as part of a law enforcement operation, task or purpose.
 - v. Results in a hostile workplace environment;
 - vi. Contains an offensive, disruptive or malicious message;
 - vii. Is discriminatory or harassing;
 - viii. Is defamatory or threatening;
 - ix. Is for political or religious purposes;

- x. Is for purposes of lobbying or solicitation;
- xi. Creates or forwards chain letters;
- xii. Violates license governing the use of software; and/or
- xiii. Creates any liability for City of Novi.

b. The Internet and/or World Wide Web shall not be used for the following purposes:

- i. Browsing or use of restricted content sites;
- ii. Commercial purposes other than the business of the City;
- iii. Participating in gambling, betting pools or investment clubs;
- iv. Downloading non-business related data, and/or
- v. Downloading non-approved applications programs.

3. Personal Use.

The computers, electronic media, and associated services provided by the City of Novi are primarily for business use to assist employees in the performance of their jobs. Limited, occasional, or incidental use of electronic media (sending or receiving) for personal, non-business purposes is understandable and acceptable, and all such use should be done in a manner that does not negatively affect the systems' use for their business purposes. However, employees are expected to demonstrate a sense of responsibility and not abuse this privilege.

4. E-Mail.

a. Only City of Novi employees who have an e-mail account and password are permitted to use these systems. However, passwords do not imply confidentiality, nor do they grant the user an expectation of privacy. All users of the system must receive a copy of this Policy, and acknowledge receipt of same in writing. Copies of such signed acknowledgment will be kept in the employee's personnel file. Upon separation of an employee from City employment, that user's e-mail account will be terminated.

b. Electronic Records may be subject to the Michigan Freedom of Information Act and discovery in litigation to the same extent as and with the same exemptions as those applicable to paper documents. The City reserves the right to inspect any e-mail found in its system for its business activities, and to disclose the contents of any e-mail to appropriate personnel.

c. Employees should also consider that e-mail messages can be read by persons other than the addressee and that the message may be later disclosed to outside parties or a court in connection with litigation. Therefore, employees are required to maintain the highest standards of good grammar, courtesy, and professionalism when creating and transmitting electronic records.

d. For purposes of record retention, Electronic Records related to an email account are subject to the same retention/disposal schedule applicable to City paper files and documents of like type.

e. The City's Information Technology Department shall be responsible for establishing, maintaining, and monitoring all City-provided e-mail accounts. Requests for new accounts must be approved by the I.T. Department.

f. It is the responsibility of **each employee** to organize, extract, and purge e-mail at their workstation in accordance with the applicable record retention schedule within a six month timeframe. E-mail older than six months will be purged automatically from each users e-mail account.

g. The Information Technology Department shall establish the maximum e-mail account size for each employee. It is the responsibility of each employee to manage their e-mail account within these storage limitations.

5. Internet/World Wide Web.

a. Use of the Internet shall be for the purpose of, or in support of education; research; state, local or national government affairs; economic development; City-related charitable activities; public service; personal communications; and individual professional development.

b. Employees should not have any expectation of privacy regarding web sites accessed through the computer system. Computer systems may leave "tracks" at web sites visited. Therefore, any incidental use of the Internet for personal use must be conducted with the highest level of professionalism. Personal use should be limited and not interfere with work responsibilities or work time.

c. It is unacceptable to interfere with, or disrupt another network's users, or service equipment. Such interference or disruption includes, but is not limited to:

- i. Exceeding normal user privileges.
- ii. Creating accounts or using any account without authorization.
- iii. Probing or tampering with any security feature or file.
- iv. Exploiting any security vulnerability.
- v. Distribution of unsolicited advertising.
- vi. Transmitting excessive amounts of non-business related e-mail.
- vii. Propagation of computer worms or viruses.
- viii. Transmission of any type or quantity that causes disruption of service to others.
- ix. Using the network to make unauthorized entry, or other acceptable use, to other computational, information, or communications devices or resources.
- x. Sending, receiving, transferring, storing, or using sniffers, spoofers, hacking scripts, etc.

d. Employees who share their passwords with others and/or leave their computers unattended with an open web browser may be held responsible for any resulting unauthorized usage.

6. Software.

The City prohibits the unauthorized use of City software. The City expects its employees to conduct themselves responsibly in this regard. Employees will refrain from making or using unauthorized copies of software programs. Employees may not install or run outside software. Software requests must be approved, purchased, and installed by Information Technology Department staff.

7. Reporting Violations.

Use of the computer system to engage in any communications that are in violation of any City policy, including, but not limited to, the acquisition, possession, or transmission of defamatory, obscene, offensive, or harassing material, is strictly prohibited. If you are harassed or discriminated against through the use of the City computer system, you must immediately report this to the Chief Information Officer. Any employee who violates this Policy may be subject to discipline as set forth in this Policy.

D. Electronic Records Retention.

1. Purpose.

In order for the City of Novi to function administratively, undergo periodic audits, provide for its legal requirements, and document its heritage, it must manage its records properly. Therefore, the City of Novi requires its employees to retain and destroy Electronic Records that are created, sent and received in the course of conducting official business in accordance with the City's approved Records Retention and Disposal Schedule.

Anything, on any medium that is created for any governmental purpose, as defined herein, is subject to disclosure as a public record. Consequently, all Electronic Records created, sent, and/or received for a government purpose are public records and are subject to the Records Retention and Disposal Schedule. Electronic mail systems can transmit a wide variety of information; therefore, the length of time that an Electronic Record has to be retained varies according to the content of the Electronic Record. In short, the content and not the medium determine how long the Electronic Record has to be retained.

All employees of the City of Novi, including part-time and temporary workers, and all others who have been granted access to, or who use or administer, the electronic mail resources of the City, or who transact public business via e-mail on behalf of the City are covered by this Policy and must comply with associated guidelines and procedures.

2. Retention Requirements.

All public records, including e-mails and other documents created, received, or maintained in an electronic format, are required by law to be retained and disposed of in accordance with the City's duly adopted Records Retention and Disposal Schedule. Each employee of the City of Novi is responsible for familiarizing themselves with the retention and disposal schedule for the public records with which they deal on a daily basis, and maintaining those public records in accordance with the Records Retention and Disposal Schedule and this Policy.

Transitory records have limited administrative value and should be retained only until they no longer serve a purpose. For example, e-mails sent for the purpose of scheduling a meeting are no longer needed once the meeting has been held, and should be deleted immediately thereafter.

Non-records should be retained and disposed of in accordance with Schedule No. 1 of the City's Records Retention and Disposal Schedule.

Personal e-mails and SPAM are not to be retained on City-owned computers and should be deleted immediately. Failure to delete these e-mails not only takes up valuable storage space on the City's computer system, but also, in certain circumstances, may result in such records being produced in response to a FOIA request, litigation discovery request, or subpoena.

4. Employee Responsibilities.

a. Each employee is responsible for managing all the Electronic Records they create, send, and receive; managing those e-mails means that each employee must sort, file, retrieve, and archive or delete the e-mail in accordance with this policy.

i. Sorting involves promptly deleting Electronic Records as allowed by this policy. Sorting also involves routinely filing Electronic Records that must be retained for the applicable retention period.

ii. Filing Electronic Records for short term storage involves moving the Electronic Records into appropriate folders created within the computer system. For Electronic Records that must be retained for longer timeframes, it may also mean printing and filing hard copies of Electronic Records in a paper file or converting the e-mail into another software format for long-term electronic filing.

iii. Retrieving means that, upon request, employees must promptly retrieve Electronic Records for which they are exclusively responsible (that is, sent or received from outside the City). Electronic Records that are retrieved must include the transmission properties of the e-mail (i.e. metadata). Upon receipt of a FOIA or litigation discovery request, the employee responsible for the requested Electronic Record must find and retrieve it in a timely matter.

iv. Archiving or deleting filed Electronic Records must be done in accordance with the City's Record Retention and Disposal Schedule. Archiving means the long-term storage of an Electronic Record according to the applicable retention schedule. As always, the transmission properties of the Electronic Record are considered part of the Electronic and must be archived.

(A) The content of the Electronic Record determines the applicable retention schedule.

- (B) Electronic records should be deleted or archived as soon as possible in accordance with this Policy. However, records relevant to pending or reasonably anticipated litigation or responsive to a FOIA request must be preserved even if the record retention schedule allows for its destruction.
- (C) The Information Technology Department will maintain an enterprise-wide e-mail archive. E-mail older than two years will be automatically deleted from the archive.

b. Senders and recipients of Electronic Documents shall evaluate each document to determine if they need to keep it as documentation of their role in a business process and in accordance with this Policy and the approved Records Retention and Disposal Schedule.

c. Senders are generally considered to be the person of record for an Electronic Record, and as such are responsible for maintaining the original as the official record for the City. However, if recipients of the message take action as a result of the message, they should also retain it as a record as long as it serves a useful purpose. Employees who receive Electronic Record as a “cc” or “bcc” do not need to retain those communications or documents.

d. Employees should retain only the final message in a communication thread or string that documents the contents of all previous communications. This is preferable to retaining each individual message, which contain duplicate content. E-mail threads or strings should be retained in accordance with the subject matter of the discussion rather than based on the subject line of the e-mails. Drafts of Electronic Records generally do not need to be retained once the final version has been sent or approved, unless otherwise required by the City.

e. Employees shall become familiar with the Records Retention and Disposal Schedule applicable to their department and/or work area.

f. Employees shall retain Electronic Records that have not fulfilled the legally-mandated retention period.

g. Employees shall organize their Electronic Records so they can be readily located and used.

h. Employees shall dispose of transitory, non-record, and personal e-mail messages from the e-mail system as soon as possible, and in accordance with this Policy.

i. Employees shall provide access to their e-mail to the FOIA Coordinator or Chief Information Officer upon request.

j. Recognizing that e-mail messages that are sent and received using the City of Novi’s e-mail system are not private, employees are encouraged

to manually delete personal appointments (such as sick leave or annual leave) from the e-mail system after the event takes place. Employees should have no expectation of privacy when using City-owned computers.

- k. Employees shall not delete Electronic Records that constitute a public record under this policy and Michigan law except in accordance with the City's approved Records Retention and Disposal Schedule.
- l. Employees shall make every effort to ensure that electronic records deemed "confidential" or that are exempt from disclosure by law are protected. Questions about an Electronic Record and its status as confidential or exempt should be directed to the City Attorney. An Electronic Record that is intentionally or accidentally forwarded to a party outside the City can lose its confidential/exempt status.

4. City of Novi's Responsibilities

- a. The City shall ensure that its Records Retention and Disposal Schedule is in conformance with the laws governing record retention.
- b. The City shall ensure that employees with computer privileges have the means and opportunity to make themselves aware of and implement this Policy.
- c. The City shall ensure that Electronic Records are preserved in an electronic format and will be maintained in a manner that ensures their authenticity, reliability, and integrity. They must be maintained with sufficient data about the creation, routing, and receipt of the Electronic Records, as well as other objects such as text files, embedded documents, images, or hyperlink references. The City shall ensure that all Electronic Records are maintained in a usable manner throughout the required retention period.
- d. The City shall ensure that when Electronic Records with long-term retention requirements are migrated, they are moved to a storage medium and format that protects the content, metadata, attachments, hyperlink references, and proof of delivery receipt, where applicable.
- e. Respective department heads shall notify the Information Technology Department when an employee has left the employment of the City of Novi so that their network account and related information can be closed in the appropriate manner.
- f. It is the responsibility of the individual department heads to insure that Electronic Records of exiting employees are retained in accordance with approved Retention and Disposal Schedules.
- g. The FOIA Coordinator shall notify the Information Technology Department when an agency becomes involved in litigation or receives a FOIA request.

5. FOIA Coordinator Responsibilities.

a. The FOIA Coordinator shall verify that responses to FOIA requests received from the various departments include all responsive Electronic Records.

b. The FOIA Coordinator shall notify affected employees that a FOIA request involving Electronic Records was received to prevent the destruction of responsive Electronic Records

c. The FOIA Coordinator may, in appropriate instances, notify the Chief Information Officer that a FOIA request involving Electronic Records was received to prevent the destruction of relevant messages.

RECEIPT AND UNDERSTANDING OF POLICY

I have read and understand the City of Novi Technology Use and Electronic Records Policy.

By signing below, I acknowledge receipt a copy of the policy, and hereby agree to abide by its provisions.

Signature of Employee

Date

Name (Printed)

Department

917567_1

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

A RESOLUTION OF THE CITY COUNCIL TO DIRECTING THE CITY CLERK TO PROVIDE TO CITY COUNCIL ALL CONTRACTS OF CITY EMPLOYEES, CITY CONTRACTOR EMPLOYEES (SUCH AS PLANNING COMMISSION BOARD MEMBERS AND BUILDING INSPECTORS), SUPPLIERS, UNION CONTRACTS AND FRANCHISE AGREEMENTS AND TO REDACT ANY LEGAL PRIVACY DETAILS AND TO DIRECT THE CITY CLERK TO POST THE CONTRACTS OF THOSE THAT REPRESENT “ALL CITY EMPLOYEE, CONTRACT EMPLOYEE, AND LEGAL ENTITY CONTRACTS” ON THE CITY WEBSITE IN THE SPIRIT OF TRANSPARENCY

RESOLUTION 2026-04

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 Road, Walled Lake, Michigan 48390 on the 17th day of February 2026 at 7:30 p.m.

WHEREAS, the Walled Lake City Council requires formal technical analysis regarding the current and future “Disclosure of Contracts”; and

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

Section 1. Directive: The City Clerk is hereby directed to complete “Disclosure of Contracts: and to provide a formal report to the City Council and for the City Manager to direct his staff to permanently post current and future, executed versions of “all city employee, contract employee, and legal entity contracts” on a city website page for transparency; and

Section 2. Initial Deadline: The deadline for the completion of this assignment is 2/xx/2026.

Section 3. Five-Day Response Rule: The City Clerk and City Manager shall, within X (X) working days of the passage of this resolution, provide a written response to the City Council. This response shall either (a) confirm the deadline is achievable, or (b) indicate the specific administrative difficulties or unavailable resources or costs in meeting the deadline and propose an alternative completion date.

Section 4. Special Meeting Provision: Should the City Clerk or the City Manager determine the need to propose an alternative date that is not acceptable to the Council, a Special Council Meeting is hereby pre-authorized and called for 14 days from the approved Vote to discuss and finalize the project timeline.

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

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

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

JENNIFER A. STUART
City Clerk

RICHARD GUNTHER
Mayor

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

ORDINANCE NO. 376-26

AN ORDINANCE TO AMEND CHAPTER 38, “FIRE PREVENTION AND PROTECTION”, OF THE CITY OF WALLED LAKE CODE OF ORDINANCES, TO AMEND ARTICLE II “FIRE PREVENTION CODE”, TO ADOPT THE 2021 INTERNATIONAL FIRE CODE WITH INSERTIONS AND AMENDMENTS AS PROVIDED BY THIS ORDINANCE.

THE CITY OF WALLED LAKE ORDAINS:

Section 1. Purpose

The purpose of this Ordinance Amendment is to adopt the 2021 International Fire Code published by the International Code Council as an ordinance of the City with insertions, amendments and deletions as provided by this ordinance.

Section 2. Adoption of 2021 International Fire Code

Chapter 38 “Fire Prevention and Protection”, Article II “Fire Prevention Code” of the City of Walled Lake Code of Ordinances is hereby amended in its entirety to read as follows:

ARTICLE II. - FIRE PREVENTION CODE

Sec. 38-26. - Adoption of Code.

The International Fire Code, 2021 edition, including the appendix chapters, as promulgated and published by the International Code Council is hereby adopted by reference as an ordinance and fire code for the city, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore, and each and all of the regulations, provisions, penalties, conditions and terms of said fire code on file in the office of the city clerk are hereby referred to, adopted and made a part hereof, as if fully set out in this article, with the amendments and insertions, and subject to the limitations, in the remaining sections of this article. Printed copies of such code shall be kept in the office of the city clerk and made available for inspection by and distribution to the public during regular business hours.

Sec. 38-27. - Insertions in Code.

The following sections of the International Fire Code, as adopted, are amended to insert the information indicated as follows:

Section 101.1 Insert: "City of Walled Lake."

Section 102.4 Insert: "Michigan Building Code" in place of "International Building Code"

Section 102.5 Insert: Insert "Michigan Residential Code" in place of "International Residential Code"

Section 110.4 Insert: "Misdemeanor" and "\$500.00" and "90 days in jail."

Section 112.4 Insert: "\$250.00" and "\$500.00."

Sec. 38-28. – Locational Limitations, Requirements and Prohibitions.

The locational limits and restrictions referred to in the following sections of the International Fire Code, as adopted, shall be as follows:

Section 5704.2.9.6.1: The storage of Class I and Class II liquids in aboveground tanks outside of buildings is prohibited, except:

- (1) As disclosed and permitted by an approved site plan on property zoned I-1 Limited Industrial District under the city zoning ordinance; or
- (2) If determined by the city fire chief to be allowed by the State of Michigan Fire Prevention Code, Public Act No 207 of 1941, as amended, or rules promulgated under that Act, and in compliance with all other applicable governmental regulations.

Section 5706.2.4.4: The storage of Class I and Class II liquids in aboveground tanks is prohibited, except:

- (1) As disclosed and permitted by an approved site plan on property zoned I-1 Limited Industrial District under the city zoning ordinance;
- (2) If determined by the city fire chief to be allowed by the State of Michigan Fire Prevention Code, Public Act No 207 of 1941, as amended, or rules promulgated under that Act, and in compliance with all other applicable governmental regulations; or
- (3) In connection with a temporary activity necessary to the use or development of property in conformity with all city and other governmental ordinances, laws, permits and approvals.

Sec. 5806.2: The storage of flammable cryogenic fluids in stationary containers is prohibited, except:

- (1) As disclosed and permitted by an approved site plan on property zoned I-1, Limited Industrial District, under the city zoning ordinance; or
- (2) If determined by the city fire chief to be allowed by the State of Michigan Fire Prevention Code, Public Act No 207 of 1941, as amended, or rules promulgated under that Act, and in compliance with all other applicable governmental regulations.

Section 6104.2: For the protection of heavily populated or congested areas, the capacity limitations in this section shall apply to all properties, except as disclosed and permitted by an approved site plan on property zoned I-1, Limited Industrial District, under the city zoning ordinance.

Sec. 38-29. - Amendments, Additions and Deletions.

Reference to any “International” code, other than the International Property Maintenance Code or International Fire Code, shall mean and refer to the similar or corresponding section or provision of the applicable “Michigan” code. The following sections of the fire code are further amended, added or deleted as follows:

Sec. 104.1.1 added to read as follows: All rules promulgated under the authority of sec. 104.1 shall have the same effect and enforceability as any other provision of this code. Such promulgated rules and regulations shall include, but not be limited to, City of Walled Lake Fire Department, Fire Prevention, Fire Marshall bulletins and orders which shall be kept on file and made available for public inspection and copying upon request to the City of Walled Lake Fire Department.

Sec. 307.1.2. Prohibited leaf and vegetation burning. All open burning of yard waste, leaves and other organic waste material, such as dead grasses, brush, branches, weeds, etc. is prohibited at all times except as expressly provided by this code.

Sec. 38-30. - Limitations.

The adoption of the International Fire Code does not include any provisions that are inconsistent with, and as defined in: 1) the State of Michigan Fire Prevention Code, Public Act No 207 of 1941, as amended, or rules promulgated under that Act, or; 2) the Stille-DeRossett-Hale Single State Construction Code Act, 1972 P.A. 230 (MCL 125.1501, et. seq.), as amended and any such conflicting provision(s) shall not be enforced.

Section 3. 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 4. 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 5. 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 6. Effective Date.

The provisions of this ordinance are hereby ordered to take effect following publication as provided by the Charter of the City of Walled Lake. This ordinance is hereby declared to have been adopted by the Walled Lake City Council on _____, 2026 and ordered to be given publication in the manner prescribed by the City Charter of the City of Walled Lake.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF WALLED LAKE

RESOLUTION AUTHORIZING AN INTERLOCAL
AGREEMENT BETWEEN THE CITY OF WALLED LAKE AND
OAKLAND COUNTY FOR THE OAKLAND COUNTY P25
SIMULCAST SYSTEM

RESOLUTION NO 2026-05

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 Road, Walled Lake, Michigan 48390 on the 17th day of February at 7:30 p.m.

WHEREAS, since approximately 2004, Oakland County (“County”) owned, operated, and maintained a county-wide interoperable public safety communications system for use by the County and by governmental entities and private public safety entities located within Oakland County (the “2004 System”); and

WHEREAS, in order to properly operate, manage, maintain, and repair the 2004 System, the County entered into interlocal agreements with participating governmental entities, delineating the rights, responsibilities, and obligations of the parties, which interlocal agreement was approved by the Oakland County Board of Commissioners pursuant to Miscellaneous Resolution No. 05158; and

WHEREAS, the 2004 System has reached the end of its useful life; and

WHEREAS, beginning in or about 2020, the County undertook construction and implementation of a new public safety P25 Simulcast System, integrated with the Michigan Public Safety Communications System, to replace the 2004 System (the “P25 Simulcast System”); and

WHEREAS, in order to properly operate, manage, maintain, and repair the P25 Simulcast System, the County and participating public bodies must enter into a new Interlocal Agreement that terminates the prior interlocal agreement related to the 2004 System and establishes the relationship, roles, and responsibilities of the parties with respect to the P25 Simulcast System; and

WHEREAS, the Interlocal Agreement is authorized pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, as amended, MCL 124.501 et seq.; and

WHEREAS, through execution of the Interlocal Agreement (Attachment A) and participation in the P25 Simulcast System, the parties will enhance interoperability, coordination, and public safety communications, and will be better prepared to serve and provide aid to the citizens of and persons within Oakland County, Michigan.

**OAKLAND COUNTY P25 SIMULCAST SYSTEM
INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY AND CITY OF WALLED LAKE**

This Agreement ("the Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the **City of Walled Lake**, 1499 E. West Maple, Walled Lake, MI 48390 ("Public Body"). In this Agreement the County and the Public Body may also be referred to individually as "Party" or jointly as "Parties."

INTRODUCTION/PURPOSE OF AGREEMENT.

Since approximately 2004, the County has operated and maintained a County-wide interoperable public safety communications system for use by the County and for use by governmental entities and private public safety entities located within Oakland County ("2004 System"). The County was the owner of the 2004 System. To properly operate, manage, maintain, and repair the 2004 System, the County entered into interlocal agreements with the governmental entities using the 2004 System--delineating the relationship and responsibilities of the parties. That interlocal agreement was approved by the Oakland County Board of Commissioners in Miscellaneous Resolution #05158.

The 2004 System is now end of life and since 2020, the County has been constructing and implementing a new public safety P25 Simulcast System, which is integrated with the Michigan Public Safety Communications System. The P25 Simulcast System replaces the 2004 System. To properly operate, manage, maintain, and repair the P25 Simulcast System, the Parties must enter into an Interlocal Agreement that will terminate the interlocal agreement concerning the 2004 System and delineate the relationship and responsibilities of the Parties regarding the operation, management, maintenance, and repair of the P25 Simulcast System.

Accordingly, pursuant to the Urban Cooperation Act of 1967, 1967 PA7, MCL 124.501, *et seq.*, the County and the Public Body enter into this Agreement for the purposes set forth herein. In addition, through this Agreement and the operation of the P25 Simulcast System, each Party will be better prepared to serve and to provide aid to citizens of and persons in Oakland County, Michigan.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

- 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
- 1.2. **Public Body** means **City of Walled Lake**, including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, volunteers, and/or any such persons' successors. Public Body may be referred to as Public Agency or Agency in the System Policies.
- 1.3. **Claim** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against the County or the Public Body, or for which the County or the Public Body may become legally and/or contractually obligated to pay or defend against; whether direct, indirect or consequential; whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule or regulation, or any alleged violation of federal or state common law; whether any such claims are brought in law or equity, tort, contract, or otherwise; and/or whether commenced or threatened.
- 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Exhibits** mean the following exhibit(s) and their properly promulgated amendments, which are incorporated by reference into this Agreement:
 - 1.6.1. **Exhibit A**. The System Policies.
- 1.7. **FCC** means the Federal Communications Commission.
- 1.8. **Infrastructure Equipment** means all base stations (receivers and transmitters), combiners, antennae, amplifiers, coaxial cable, generators, shelters, network switches and all associated servers and routers (Network Switching center), network connectivity, software for the operation and management of the System, consoles at public safety answering points and back-up public safety answering points, and gateways.

- 1.9. **Michigan Public Safety Communications System (“MPSCS”)** means a statewide multicast digital radio system operated by the Michigan Department of Technology, Management, and Budget.
- 1.10. **Oakland County Department of Information Technology (“OCDIT”)** means the County Department, which operates and manages the System.
- 1.11. **Oakland County P25 Simulcast System or “System”** means the County-wide interoperable 700/800 MHZ voice/data radio system, which is owned by the County and integrated with the MPSCS—including the Infrastructure and Subscriber Equipment.
- 1.12. **System Policies and Procedures (“System Policies”)** means the Oakland County P25 Simulcast System User Guide and Policy Manual and any amendments thereto created by the Technical & Policy Committee and approved by the Oakland County Chief Information Officer (“OCCIO”), which shall govern the management, operation, and use of the System.
- 1.13. **System Technical and Policy Committee (“Technical & Policy Committee”)** means the committee created pursuant to this Agreement, comprised of the individuals set forth in Section 7 and having the responsibilities set forth herein. The Technical & Policy Committee is neither a separate legal entity nor a department, division, or office of the County, but is an advisory group of subject matter experts created with the intent to provide direction, counsel, and recommendations regarding System management, operation, use and having the responsibilities listed herein. The Technical and Policy Committee is the successor committee to the CLEMIS Radio Oversight Committee (also referred to as the Radio Oversight Committee or Radio Policy Committee).
- 1.14. **Subscriber Equipment** means mobile and portable radios and all accessories thereto, 800 MHZ pagers, control stations, and emergency responder communication enhancement systems (“ERCES”), including but not limited to, bi-directional amplifiers (“BDA”), Wireless Access Point (“WAP”), and vehicle repeater systems (“VRS”).
2. **ENTITIES PERFORMING UNDER THIS AGREEMENT.** All County responsibilities and obligations set forth in this Agreement shall be performed by OCDIT. All Public Body responsibilities and obligations set forth in this Agreement shall be performed by **[INSERT NAME OF DEPARTMENT]**. The Technical & Policy Committee shall provide direction, counsel, and recommendations to OCDIT concerning System management, operation, and use.
3. **COUNTY RESPONSIBILITIES.**
- 3.1. **Compliance.** The County shall comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding.

- 3.2. **Access to and Disclosure of Information.** The County may access, use, and disclose to third parties information, records, and any other content to comply with the law, including but not limited to, a subpoena, court order, or Freedom of Information Act request.
- 3.3. **County Point of Contact.** The County Point of Contact is the County Radio Communications Supervisor or successor position. The County Point of Contact will act as a liaison between the Public Body and the County regarding the management, operation, and use of the System. Communication protocols and procedures regarding the operation, management, maintenance, and repair of the System shall be set forth in the System Policies.

4. **PUBLIC BODY RESPONSIBILITIES.**

- 4.1. **Compliance.** The Public Body shall comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding. The Public Body shall require its employees, agents, and volunteers to comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding.
- 4.2. **Public Body Point of Contact.** The Public Body shall designate at least one person and an alternate to be a Point of Contact. The Public Body Point of Contact will act as a liaison between the Public Body and the County regarding the management, operation, and use of the System. The name of Public Body Point of Contact and alternate shall be conveyed to the County Point of Contact. Communication protocols and procedures regarding the operation, management, maintenance, and repair of the System shall be set forth in the System Policies.
- 4.3. **Facilities.** At no cost to the County, the Public Body shall provide space in buildings/facilities under the control of or owned by the Public Body to locate and house Infrastructure Equipment and Application Programming interfaces (“API”) for the System. The location of this space shall be mutually agreed to by the Parties and memorialized in writing; provided that an amendment to this Agreement shall not be needed to memorialize the location of the space. The Parties may change the location at any time pursuant to this Section.
- 4.4. **Access.** The County, the MPSCS, and County contractors shall have 24/7 access to Public Body-owned or controlled buildings/facilities necessary to access Infrastructure Equipment and API for maintenance, repair, and replacement. The Parties acknowledge that the Infrastructure Equipment or API may be located in non-public areas and that the Public Body, at its discretion, may require the County to contact the Public Body Point of Contact prior to arrival; provided that Parties agree that in an emergency situation the County may not be able to contact the Public Body Point of Contact prior to arrival.

5. **OPERATION AND USE OF SYSTEM AND INFRASTRUCTURE EQUIPMENT.**

- 5.1. **System/Infrastructure Equipment Ownership.** Except for otherwise provided herein concerning Subscriber Equipment, the County is the owner of the System.
- 5.2. **System Licenses.** The County is the FCC license holder for all 700/800 MHZ frequencies used in the System. The County shall maintain these licenses and/or modify the licenses as required to manage, operate, and use the System.
- 5.3. **Public Body Use of System.** The County authorizes the Public Body to use the System according to the terms and conditions of this Agreement, the System Policies, all applicable laws, regulations, and rules, and any amendments to the preceding.
- 5.4. **Legacy/Conventional Frequencies.** The Public Body shall be the FCC license holder and maintain any legacy conventional frequencies used by the Public Body, including those interfaced through the System consoles and/or gateways.
- 5.5. **System Maintenance and Repair.** The County shall operate, manage, maintain, and repair the Infrastructure Equipment and System in good order and consistent with industry standards, this Agreement, the System Policies, all applicable laws, regulations, and rules, and any amendments to the proceeding.
- 5.6. **Insurance.** The County shall insure or self-insure the System and all County-owned Infrastructure Equipment in the manner and in the amount it deems necessary.
- 5.7. **Audit/Monitor of System.**
 - 5.7.1. **Monitoring of Use of System.** The County and the County's contractors/subcontractors may monitor and audit the Public Body's use of the System and compliance with the System Policies, this Agreement, and applicable federal and state laws, regulations, and rules. The monitoring and auditing of the System may be performed periodically at the discretion of the County and at the sole expense of the County.
 - 5.7.2. **Monitoring by MPCSC.** The MPCSC shall monitor System functionality to make sure the System is operating pursuant to this Agreement and MPCSC standards.
- 5.8. **Training.** The policies and procedures concerning initial and continual training regarding the use of the System will be set forth in the System Policies.

5.9. **Disclaimer of Warranties.**

5.9.1. THE SYSTEM, INFRASTRUCTURE EQUIPMENT, SUBSCRIBER EQUIPMENT, OR OTHER ITEMS, WHICH ARE PROVIDED TO PUBLIC BODY UNDER THIS AGREEMENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS."

5.9.2. THE COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT.

5.9.3. THE COUNTY MAKES NO WARRANTY THAT: (I) THE SYSTEM WILL MEET PUBLIC BODY'S REQUIREMENTS OR NEEDS OR (II) THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE.

6. **OPERATION AND USE OF SUBSCRIBER EQUIPMENT.**

6.1. **Subscriber Equipment Policies/Procedures.** The policies and procedures for the purchase, operation, programming, repair, replacement, and maintenance of Subscriber Equipment will be set forth in the System Policies.

6.2. **Ownership of Subscriber Equipment.** Subscriber Equipment purchased by the County shall remain the property of the County (regardless of user). As further described and defined in the System Policies, the County shall pay for the maintenance and repair of County-owned Subscriber Equipment (regardless of user), but shall not pay for the replacement of County-owned Subscriber Equipment for whatever reason. Subscriber Equipment purchased by the Public Body shall remain the property of the Public Body and shall be maintained, repaired and replaced by the Public Body pursuant to the System Polices and at its sole cost.

6.3. **Insurance for Subscriber Equipment or Public Body Owned-Facilities.** The County shall not provide insurance for the Subscriber Equipment or Public Body-owned Facilities.

7. **SYSTEM TECHNICAL AND POLICY COMMITTEE.**

7.1. **Creation, Composition and Appointment of Technical & Policy Committee.** The Technical & Policy Committee is created as set forth herein. The Technical & Policy Committee shall be comprised of the following individuals ("Committee Members"):

7.1.1. The County Radio Communications Supervisor or successor position and one alternate designated by the Radio Communications Supervisor;

- 7.1.2. The OCCIO or successor position and an alternate designated by the OCCIO.
- 7.1.3. One individual appointed by the Oakland County Medical Control Authority (“OCMCA”) and one alternate designated by the OCMCA.
- 7.1.4. Three individuals appointed by the Oakland County Police Chiefs Association and three alternates designated by the Oakland County Police Chiefs Association;
- 7.1.5. One individual appointed by the Oakland County Sheriff and one alternate designated by the Oakland County Sheriff;
- 7.1.6. The Oakland County 911 Coordinator and one alternate designated by the Oakland County 911 Coordinator;
- 7.1.7. One individual appointed by MABAS 3202 and one alternate designated by MABAS 3202;
- 7.1.8. Two individuals appointed by MABAS 3201 and two alternates designated by MABAS 3201. One individual and one alternate must be from a Public Safety Department.
- 7.1.9. The County Public Safety Business Relationship Manager or successor position and one alternate designated by the County Public Safety Business Relationship Manager.

7.2. **Term of Committee Members/Vacancy/Replacement.**

- 7.2.1. Each Committee Member shall be appointed for a term of three (3) years, unless the Committee Member is appointed to fill a vacancy caused for a reason other than the expiration of a term.
- 7.2.2. If a Committee Member position becomes vacant, for a reason other than expiration of term, then the entity or individual that appointed such individual shall appoint an individual to fulfill the remainder of the vacating member’s unexpired term within fourteen (14) Days. The designated alternate does not automatically replace the vacating member’s position.
- 7.2.3. A Committee Member may be removed from the Technical & Policy Committee at the will of the entity or individual that appointed the Committee Member.

- 7.3. **Quorum/Voting.** A quorum of the Technical & Policy Committee is a majority of those in office. In order to hold a Technical & Policy Committee meeting a quorum must be present. The Policy & Technical Committee shall act and perform its responsibilities by a majority vote of the quorum present at a meeting. Committee Members shall not vote by proxy.

7.4. **Committee Responsibilities.**

7.4.1. The Technical & Policy Committee shall provide direction, counsel, and recommendations to OCDIT regarding the management, operation, and use of the System. The Technical and Policy Committee is the successor committee to the CLEMIS Radio Oversight Committee (also referred to as the Radio Oversight Committee or Radio Policy Committee).

7.4.2. The Technical & Policy Committee shall meet at least twice a year or as needed at the call of the Technical & Policy Committee Chairperson.

7.4.3. At the first meeting of the Technical & Policy Committee meeting each calendar year, the Committee shall elect a Chairperson, Vice-Chairperson, and Secretary (collectively “the Officers”). Notwithstanding any other provision, the Officers shall continue to serve in their capacities until the next Officers are elected. The Officers shall have the duties and responsibilities set forth below:

7.4.3.1. Chairperson: (1) preside over meetings; (2) set dates, times, and locations for meetings; (3) create and set meeting agendas (4) respond to correspondence received by the Technical & Policy Committee or directs the Secretary to respond, as needed; and (5) ensure Committee Member and alternate appointments are timely received and filled by their appointing bodies/individuals and names are sent to the County Point of Contact.

7.4.3.2. Vice-Chairperson: shall assume the duties of the Chairperson, if the Chairperson is absent or unavailable for any reason.

7.4.3.3. Secretary: (1) sends out meeting notices and agendas; (2) responds to correspondence as directed by Chairperson; (3) keeps records and meeting minutes and disperses records and meeting minutes to Committee Members; and (4) keeps records of Committee Member appointments and terms and advises the Chairperson of these records on a regular basis.

7.4.4. The Technical & Policy Committee shall draft the System Policies that govern the management, operation, and use of the System. The System Policies shall be approved by a quorum of the Technical & Policy Committee. The Technical & Policy Committee shall present the System Policies to the OCCIO for approval and implementation. If the OCCIO does not approve the System Policies, then the System Policies shall be returned to the Technical & Policy Committee for review and revision and then re-submitted to the OCCIO. This process shall be repeated until the OCCIO approves the System Policies. Approval by the OCCIO shall not be unreasonably withheld. After approval by the OCCIO, OCDIT shall compile and assemble the System Policies and send them to the Public

Body. Any changes or amendments to the System Policies shall be drafted, approved, and distributed in accordance with this Section.

7.4.5. The Technical & Policy Committee shall review the System Policies at least once a year to determine if changes or amendments are necessary.

8. **FINANCIAL RESPONSIBILITIES.**

- 8.1. The costs and fees associated with the management, operation, and use of the System, the maintenance of the Subscriber Equipment, and the repair, replacement, or purchase of the new Subscriber Equipment shall be set forth in the System Policies. The County shall invoice the Public Body the costs and fees set forth in the System Policies on a quarterly basis, based on calendar year, and the Public Body shall pay such invoice within forty-five (45) Days.
- 8.2. **Cost/Fee Set-Off.** In the event there are any costs or fees imposed and due to the County by the Public Body in connection with this Agreement and/or for the use, operation, or maintenance of the System, the County has the right to offset any amount past due and retain any amount of money due to the Public Body from the County equal to the past due amount, including, but not limited to, distributions from the Delinquent Tax Revolving Fund (DTRF).
- 8.3. **Possible Additional Services and Costs.** If the County is requested by the Public Body or is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Act request, to search for, identify, produce or testify regarding the Public Body's records, data, or information that is stored by or possessed by the County relating to the System, then the Public Body shall reimburse the County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. The County may waive this requirement in its sole discretion.

9. **DURATION OF INTERLOCAL AGREEMENT.**

- 9.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 9.2. This Agreement shall remain in effect until cancelled or terminated by either Party pursuant to Section 11.

10. **ASSURANCES/LIABILITY.**

- 10.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party and for the acts or omissions of its employees, agents, or volunteers arising under or related to this Agreement.
- 10.2. **Responsibility for Attorney Fees and Costs.** Except as provided in this Agreement, for any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 10.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 10.4. **Costs, Fines, and Fees for Noncompliance.** Each Party shall be solely responsible for all costs, fines, penalties, assessments, and fees associated with its acts or omissions related to this Agreement and/or for noncompliance with this Agreement.
- 10.5. **Governmental Function/Reservation of Rights.**
- 10.5.1. The Parties acknowledge that the performance of this Agreement is a governmental function, which function is to provide a public safety communications system to serve and to provide aid for the residents and persons in Oakland County, Michigan.
- 10.5.2. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 10.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 10.7. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.8. **Permits And Licenses.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its

responsibilities under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

11. TERMINATION OR CANCELLATION OF AGREEMENT.

- 11.1. The Public Body may terminate or cancel this Agreement for any reason upon sixty (60) Days written notice to the County. Within Sixty (60) Days of termination or cancellation of this Agreement, the Public Body must return all Subscriber Equipment (not purchased by the Public Body), all consoles, all control stations, all consolettes, and all ancillary appurtenances to such equipment to the County.
- 11.2. If Public Body breaches this Agreement, upon sixty (60) Days written notice to the Public Body, the County may terminate or cancel this Agreement upon recommendation by the Technical & Policy Committee, or if in the opinion of the County the System is no longer operational.
- 11.3. The Interlocal Agreement governing the 2004 System shall terminate upon full execution of this Agreement and this Agreement shall govern the operation and management of the System.

12. SUSPENSION OF SERVICES. County, through the OCCIO and upon recommendation of the Technical & Policy Committee, may immediately suspend Public Body's use of the System for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to use of this System; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if the Public Body's use of the System is suspended under this Section.

13. NO THIRD PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

14. DISCRIMINATION. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

15. FORCE MAJEURE. Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances

beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

16. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. The Public Body shall not delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the County.
17. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.
18. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 20.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Department of Information Technology, **Radio Communications Supervisor**, 1200 North Telegraph Road, Building #49 West, Pontiac, Michigan, 48341 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
 - 20.2. If Notice is sent to the Public Body, it shall be addressed to: **[INSERT TITLE/POSITION/ADDRESS]**.
 - 20.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

21. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties must first be submitted to the OCCIO and Public Body's **[INSERT TITLE]**. The OCCIO and Public Body's **[INSERT TITLE]** shall promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in ten (10) business days, the dispute shall be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees shall meet promptly and confer in an effort to resolve such dispute.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the Agreement or other persons as authorized by the Parties' governing body.
24. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Disclaimer of Warranties (Section 5.9); Assurances/Liability (Section 10); and Dispute Resolution (Section 21).
25. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other oral or written Agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
26. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
27. **AUTHORIZATION.** The Parties certify and warrant that their respective signatories have the requisite authority to execute and bind them to this Agreement and the duties and responsibilities contained herein.

IN WITNESS WHEREOF, _____ acknowledges that he/she has been authorized by resolution of the _____, to execute this Agreement on behalf of the Public Body and accepts and binds the Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges he has been authorized by resolution of the Oakland County Board of Commissioners, to execute this Agreement on behalf of Oakland County and accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____