
BOARD MEMBERS PRESENT:

Gary Wall, Supervisor
Kim Markee, Clerk
Margaret Birch, Treasurer
Anthony Bartolotta, Trustee
Art Frasca, Trustee
Karen Joliat, Trustee
Steven Thomas, Trustee

OTHERS PRESENT:

Jean Polk	Jen Thom	Kathy Gulda
Shaun Damron	Marilyn Brennan	Peter Woolcox
Cari Kocher	Jenna Felice	Rachel Woolcox
Kathy Patterson	John Phebus	Dane Andrews
Bruce Ellwanger	Crystal McCready	Kerry Gross
Joan Rogers	Steve McCready	Sharon Thomas
Connor Nelson	Joyce Felice	Derek Diederich
Paul Schoobeck	Ray Felice	Frank Fisher
Kristen Schoobeck	Vaughn Wagner	Mike Harris
Gilbert Sundquist	Ruth Wagner	Donna Wall
Roman Wasykevich	Lori Holland	
Grant Smith	Al Gulda	

Supervisor Gary Wall called the meeting to order at 6:03 p.m. and asked for a moment of silence for the brave men and women who have served our Country and then lead the Pledge of Allegiance.

Roll call vote was taken. All Board members were present.

1. APPROVE AGENDA

1.1 February 10, 2020

Moved by Birch;

Seconded by Frasca, RESOLVED, to amend the February 10, 2020 agenda, by adding new business item 8.6A for Clerk to add up to two part-time employees due to the May 5, 2020, Special Election.

Motion carried unanimously.

Moved by Markee;

Seconded by Bartolotta, RESOLVED, to approve the February 10, 2020 agenda, as amended.

Motion carried unanimously.

2. ANNOUNCEMENTS

- 2.1** The monthly paper and cardboard recycling provided free of charge to Waterford residents and business owners moves to the SECOND Saturday of each month. The truck is here from 9:00 a.m. to 1:00 p.m. in the front parking lot of Town Hall near the pond. These dates and details are on the Township website calendar as well. This service will still be provided when the Single Source Trash Hauler takes effect on March 30th.

- 2.2 Middle and high school students are welcome to join us every other Tuesday to hang out with friends and to meet new ones on February 11th and February 25th, from 3:30 p.m. - 5:00 p.m. in the Community Room. We'll provide games, activities, craft materials, and light refreshments for you to enjoy. Or, just come and work on homework or socialize with other kids your age.
- 2.3 Taxes are due February 14th without penalty. If you miss this date, 4% interest will be added to the unpaid total. You can pay online by going to www.waterfordmi.gov/taxes. If you have any questions please call the Treasurer's Office on 248-674-6220.
- 2.4 Celebrate Mardi Gras a little early this year on Saturday (Samedi) with masks, crafts, fortunes, and snacks on Saturday, February 22nd, from 10:30 a.m. - 11:30 a.m. in the Storytime & Craft Room. Recommended for ages 5 & up. No registration required.
- 2.5 Join the Waterford Area Chamber of Commerce as they host the annual State of the Township breakfast February 19, 2020, 7:30 a.m. - 9:15 a.m. @ Overtyme Fireside Banquet Room. You'll enjoy a buffet style hot breakfast, and hear from Waterford Township Supervisor Gary Wall and Waterford School District Superintendent Scott Lindberg with updates on the state of the Township and School District. A can't-miss-event for the entire Waterford community! Tickets are \$20 each and available for advance purchase only from the Waterford Area Chamber of Commerce office or on their website at www.waterfordchamber.org
- 2.6 Gather the family and make plans to attend the 21st Annual Taste of Waterford on Thursday, February 20, 2020 from 6:00 p.m. - 9:00 p.m. at the Oakland Schools Conference Center in Waterford! This year's family-fun event for all ages takes us on a magical journey with the amazing Anthony Grupido. Admission includes all you can eat food from over 30 area restaurants who donate their food and staff to help support youth and families at this important community event. Participate in the pick-a-prize raffle and try your luck at the 50/50. This extremely popular community fun(d)raiser won't leave you hungry as you beat the winter blues with friends and neighbors. For tickets, contact the Waterford Coalition for Youth at 248-618-7424, or visit 2020wcfytaste.eventbrite.com.
- 2.7 As we near the March 30, 2020, launch date for Waterford's transition to a single designated residential waste hauler program, keep up with all the latest information by visiting the Waterford Township website at www.waterfordmi.gov/trash. On this page you can also subscribe to receive email and/or text updates as information becomes available. Veterans & seniors: please stop by Town Hall with identification showing age or veteran status for your 5% discount by March 3, 2020. Snowbirds: please call 248-674-6201 or visit www.waterfordmi.gov for information about service suspension options and delay of cart delivery.
- 2.8 Enhanced Evening Storytime will be held Tuesdays and Thursdays, 6:30 p.m. Join us for this pilot program created with a grant from the Oakland County Great Start Collaborative. We will be meeting two evenings a week through the winter and spring months. Storytimes last 35-45 minutes and include stories and hands-on activities. Children are welcome to wear jammies and bring blankies and stuffed toys. No registration required.
- 2.9 Absentee Ballots have been mailed. If you are an Absentee Voter, please look for them to arrive sometime this week. The State of Michigan has changed the look of the envelope. It will be a blue and white envelope, so do not mistake it for junk mail. Please complete your ballot as soon as possible and return it to the Clerk's Office before 8:00 p.m., March 10th. Feel free to drop it in the drop box located in the parking lot by the Police Department.
- 2.10 Thank you Sponsors and Donators to the Waterford Goodfellows: Waterford Eagles, Italian American Club, Tenutas, Impressive Printing & Promotions, Waterford Township Offices, Waterford Recreation Center, Waterford Dispatchers, Waterford Police, Waterford Fire Fighters, Waterford Schools, Waterford Rotarians / Optimist, Corvette Club, Genysis Credit Union, U-Haul, Waterford Kettering Music Dept., All Saints Cemetery, Waterford Historical Society, Riverstone Communities, O'Reilly's, Montessori Schools, Kroger's, K.A. Paul Landscape, Treasurers of to Morrow, Great Pontiac Host Committee, Our Lady of the Lakes Church
- 2.11 Census Day 2020 is observed nationwide on April 1, 2020. By this date, every home will receive an invitation to participate in the 2020 Census. The census provides critical data that lawmakers, business owners, teachers, and many others use to provide daily services, products, and support for you and your community. Every year, billions of dollars in federal funding go to hospitals, fire departments, schools, roads, and other resources based on census data. For more information visit 2020census.gov or call 800-923-8282.
- 2.12 Starting Oct. 1, 2020, you'll need a REAL ID-compliant document to fly in the U.S. and enter some federal facilities per federal law. You can obtain a REAL ID-compliant driver's license or state ID from the Michigan Secretary of State's Office. Learn more at Michigan.gov/REALID. Schedule an appointment to get your REAL ID at any Secretary of State office and get in and out in less than 30 minutes. Michigan.gov/SOSAppointments.

3. Awards & Presentations**3.1 Recognition of Promotion and Newly Hired Police Officers**

Chief Underwood thanked the family and community for supporting the Police Department.

Mr. William "Danny" Himmelspace was promoted to the rank of Sergeant

Office Michael Gross was appointed to the position of full-time Police Officer.

Officer Yin Chun Wang was appointed to the position of full-time Police Officer.

Officer Jude Sundquist was appointed to the position of full-time Police Officer.

Officer Michael Knapp was appointed to the position of full-time Police Officer

Officer Jennifer Mamola was appointed to the position of full-time Police Officer.

Officer Kyle Hulscher was appointed to the position of full-time Police Officer.

The Chief Underwood, Deputy Chief Kazyak and the Board of Trustees congratulated all of the recipients on their accomplishments.

4. Consent Agenda

Board Members may remove items from the Consent Agenda for discussion purposes or for the purpose of voting in opposition. Public comment for items removed from the consent agenda may be received in the same manner immediately following the Consent Agenda.

- 4.1 January 27, 2020, Meeting Minutes
- 4.2 February 10, 2020, Bill Payment
- 4.3 51st District Court 2019-2015 Caseload and Financial Trend Review
- 4.4 Receive the Department Of Public Work's November 2019 Report
- 4.5 Receive the Library's December 2019 Report
- 4.6 Nature Center Advisory Board Reappointments - Aubrey Golden and Murray Day
- 4.7 Appoint Roman Wasylkevych to Parks and Recreation Board
- 4.8 Appointment of Jerry Frericks as Zoning Board of Appeals Alternate
- 4.9 Banner Application - Waterford Chamber Of Commerce

Moved by Birch,

Seconded by Markee, RESOLVED, to approve Consent Agenda items 4.1 through 4.9. A roll call vote was taken.

Ayes: Wall, Markee, Birch, Bartolotta, Frasca, Joliat and Thomas

Nays: None

Absent: None

Motion carried unanimously.

Clerk Markee swore in Mr. Roman Wasylkevych to the Parks and Recreation Board.

5. Board Liaison Reports (Verbal)

Trustee Bartolotta, Planning Commission

Reviewed the January 28, 2020, Planning Commission Meeting items.

Treasurer Birch

The General and Police & Fire Pension have a general return of 6.75%. The General Pension Fund, at year-end, had a rate of return of 18.88% ending the year with \$66,519,051.

The Police and Fire Pension fund, at year end, had a rate of return of 21.42% ending the year with 99,781,898. The Retiree Healthcare Trust had a rate of return of 23.48% ending the year with \$23,137,061.

Clerk Markee

Teen Pizza & Pages Book Club, Saturday, February 22nd, from 1:00 p.-m. 2:00 p.m. Join us as we discuss books that we've read while we enjoy pizza for lunch. Copies of the books will be available to check out 1 month before each session. This month's title: All American Boys by Jason Reynolds.

Ask the Tech Guy, Saturday, February 22nd, 3 half-hour sessions are available at 2:00 p.m., 2:30 p.m. and 3:30 p.m. for Computer/technology help. One-on-one assistance with your own device or computer (bring it in with you). Our library computer technician will do his best to troubleshoot your problem, answer your questions, or advise you on what to do. Held in the Conference Room. Please make an appointment by calling or coming in to the adult desk. Registration required.

The Clerk's office received payment from Oakland Community College for the November 5, 2019, Election.

Clerk Markee testified at a Senate Committee meeting to allow help to Clerk's for Absentee Ballots and attended the State of the State with Senator Ruth Johnson.

Clerk Markee announced that absentee ballots have mailed and they advised that ballots must be returned by Tuesday, March 10, 2020, at 8:00 p.m.

Clerk Markee thanked Supervisor Wall for the beautiful handrails. Supervisor Wall acknowledged help from Ron Arnold, Facilities and Operations, and Zakk Robinson, Supervisor Wall's grandson.

6. Open business**6.1 Possible Adoption of Fire Prevention Code Ordinance Amendment; 2020-003**

**CHARTER TOWNSHIP OF WATERFORD
ORDINANCE NO. 2020-003**

FIRE PREVENTION CODE ORDINANCE AMENDMENT

An Ordinance to update the Township Fire Code from the 2009 to the 2015 International Fire Code with amendments and additions by amending Article II, Fire Prevention Code, in Chapter 7, Fire Prevention and Protection, of the Waterford Charter Township Code of Ordinances.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

Section 1 of Ordinance

Possible Adoption of Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

Sections 7-027, 7-028, 7-029, and 7-030 in Article II, Fire Prevention Code, of Chapter 7, Fire Prevention and Protection, of the Waterford Charter Township Code are amended to read as follows:

Sec. 7-027. Purpose.

The purpose of this article is declared:

- (a) To establish regulations consistent with nationally recognized standards for the safeguarding of life and property, to a reasonable degree, from the hazards of fire and explosion arising from the storage, handling, and use of hazardous substances, materials, and devices.
- (b) To establish regulations preventing conditions hazardous to life or property in the use or occupancy of buildings or premises.
- (c) To adopt by reference, with amendments and additions, the periodically updated editions of the International Fire Code (IFC) and specified IFC appendices as the Township Fire Prevention Code.

Sec. 7-028. Adopted.

The 2015 International Fire Code (IFC), as published by the International Code Council, including IFC Appendices B, C, D, and I on Fire-Flow Requirements For Buildings, Fire Hydrant Locations and Distribution, Fire Apparatus Access Roads, and Fire Protection Systems - Noncompliant Conditions, is hereby adopted by reference as the Township Fire Code and an ordinance of the Township, with the amendments and additions in Sections 7-029 and 7-030, and the Charter Township of Waterford inserted as the Name of Jurisdiction in Section 101.1 of the Fire Code. Copies of the Fire Code shall be kept at the offices of the Fire Chief and Township Clerk and be made available for inspection by the general public at all times those offices are open. Complete or partial copies of the Fire Code are available for distribution to the public upon request and payment to the Township of its labor and material copying costs and/or costs to obtain the copy of or copying rights for requested material from the International Code Council if required by law.

Sec. 7-029. Amendments to the Fire Code.

The following sections of the adopted International Fire Code are amended, or by the addition of text as indicated, to read as follows:

108 Board of Appeals. Amended to read:

The Township construction board of appeals provided for in Chapter 4 of the Township Code of Ordinances shall serve as the Board of Appeals for purposes of this Fire Code.

109.4 Violation penalties. Amended to read:

A. Except as otherwise provided in subsection B, persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Chief or Building Official, or of a permit or certificate used under provisions of this code, shall be responsible for a civil infraction punishable as provided in Section 1-010(b) of the Township Code of Ordinances.

B. Violations of Sections 5601.1 through 5608.10 of this Fire Code, are punishable as a misdemeanor as provided in Section. 1-010(a) of the Township Code of Ordinances.

Fire Prevention Code Ordinance Amendment; 2020-003 Continued.**110.1. General. Amended to add the following:**

The following dangerous or hazardous conditions or materials are within the scope of this section:

1. Hazardous conditions likely to cause or contribute to the spread of fire in or on said premises or structure or endanger the occupants thereof;
2. Conditions that substantially interfere with the efficiency or operation of any fire protection equipment and system;
3. Obstructions to or on fire escapes, stairs, passageways, doors, or windows, that are likely to interfere with the egress of occupants, or the operation of the fire department in case of a fire;
4. Accumulations of dust or waste material in air-conditioning or ventilating systems, or grease in kitchen or other exhaust ducts;
5. Accumulations of grease in kitchen cooling equipment, or oil, grease, or dirt upon, under, or around any mechanical equipment;
6. Accumulations of rubbish, waste, paper, boxes, shavings, or other combustible materials, or excessive storage of any combustible material;
7. Hazardous conditions arising from defective or improperly utilized or installed electrical wiring, equipment, or appliances;
8. Hazardous conditions arising from defective or improperly installed equipment for handling or using combustible, explosive, or otherwise hazardous materials;
9. Dangerous or unlawful amounts of flammable, combustible, explosive, or otherwise hazardous materials; and
10. All equipment, materials, processes, or operations that are in violation of the provisions and intent of this code.

111.4 Failure to Comply. Amended to read:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be responsible for a civil infraction punishable as provided in Section 1-010(b) of the Township Code of Ordinances.

202 GENERAL DEFINITIONS. Amended to add the following:

Building Code. The Single State Construction Code Act and State Construction Code described in the Township State Construction Code Ordinance codified in Article III of Chapter 4 of the Township Code of Ordinances. References in the Fire Code to the International Building Code shall be to the applicable provision of the Building Code.

304.3.3 Capacity exceeding 1.5 cubic yards. Amend paragraph before Exceptions to read as follows:

Dumpsters and containers with an individual capacity of 1.5 cubic yards [40.5 cubic feet] or more shall not be stored in buildings or placed within 15 feet of combustible walls, openings, or combustible roof eave lines. When available space does not permit at least 15 feet from combustible

Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

structures or openings, the Fire Chief may allow a lesser distance provided the dumpster or container is equipped with locking metal lids. The placement of a dumpster or container shall at no time interfere with egress from a building, or access by fire-fighting equipment.

901.7.4 Preplanned impairment programs. Amended to add a new paragraph 9:

9. In the event that a preplanned impairment requires an extended period of time to complete any such repairs, provisions for a 'fire watch' shall be implemented by the impairment coordinator during the full-extended time period of the impairment.

902.1 Definitions. Amended to add the following:

Certified. A firm or individual approved or licensed by the State Fire Marshal to install and maintain fire alarm and/or fire suppression systems or equipment, pursuant to Act 144 of the Public Acts of 1982. Upon request by the Fire Chief, firms or individuals shall present evidence of certification.

906.1 Where required. Amended to add a new paragraph 7:

7. In hotels, dormitories, lodging houses, and apartment buildings, at least one (1) fire extinguisher shall be provided on each floor at, or near, the stairway landing, and in the corridor at each elevator or bank of elevators, or near the exit doors from the corridor.

907.2.11.2 Groups R-2, R-3, R-4 and I-1. Amended to add a new paragraph 4:

4. Smoke detectors shall be installed in corridors, hallways, and all commons areas (including basement storage and laundry areas) of occupancies in Use Groups R-2 and R-3. Said smoke detectors are to be hard-wired and interconnected.

2306.1 General. Amended to read:

Storage of flammable and combustible liquids shall be in accordance with Chapter 57, Section 2306.2 through 2306.6.3, and the rules promulgated by the Michigan State Fire Safety Board.

5601.1 Scope. Amended to add the following sentence before the Exceptions:

The display, sale, storage, possession, transportation, distribution, ignition, discharge, and use of fireworks in the Township shall be prohibited, except as allowed by and in compliance with the Michigan Fireworks Safety Act, Public Act No. 256 of 2011, as amended, MCL 28.451 – MCL 28.471, referred to in this section as the "Act", and the provisions of this code.

Possible Adoption of Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

5704.2.9.6.1, 5706.2.4.4, 5806.2, and 6104.2 are each amended to delete the following language:

(see Section 3 of the Sample Legislation for Adoption of the International Fire Code on page xxi).

Sec. 7-030. Additions to Fire Code.

The following sections are added to the adopted International Fire Code to read as follows:

113.6 Fees for Services; Board Resolution. The Fire Chief shall develop, as needed, a schedule of fees to be assessed for services in various functions of review and inspections such as, but not limited to, assignment of addresses, fireworks displays, environmental review, fire detection, alarm and other system review, testing and inspections, sprinkler systems and the like. Upon submission of the recommended schedule of fees for services to the Township Board, the Board shall, by resolution, adopt, and amend from time to time, the schedule of fees for Fire Department services.

104.2.1 Fire Chief approval. Prior to issuance of any permit, the Building Official shall consult with the Fire Chief on all plans and specifications except those for single family dwellings. If the Fire Chief finds that the plans conform to all requirements for fire safety, the plans shall then be returned to the Building Official as approved.

104.2.2 Fire Chief approval. No Certificate of Use and Occupancy shall be issued for any alteration, renovation, or remodel of any existing building, or construction of any new building, except for all single-family dwellings, prior to the inspection and approval of the Fire Chief.

104.10.2. Investigation specifics. Whenever a fire, explosion, or other hazardous condition is of a suspicious nature or which involves the loss of life, or serious injury, or causes destruction or damage to property, such an occurrence shall require an investigation, to be initiated immediately, and where suspicious in nature, the Fire Chief shall take charge of the physical evidence; and, in order to preserve any physical evidence relating to the cause or origin of such fire or explosion.

104.10.3 Fire records. The Fire Chief shall keep a record of all fires and all facts concerning the same, including investigation findings, statistics and information as to the cause, origin, and the extent of such fires, and the damage caused thereby.

107.6.1 Overcrowding. A person shall not permit overcrowding or admittance of any person beyond the approved occupant load. The Fire Chief, upon finding overcrowded conditions or obstruction in aisles, passageways, or other means of egress, or upon finding any condition which constitutes a hazard to life and safety, shall cause the occupancy, performance, presentation, spectacle, or entertainment to be stopped until such a condition or obstruction is corrected. The addition of any further occupants shall be prohibited until the approved occupant load is reestablished. In the interest of safety to the occupants involved in overcrowding, the Fire Chief may also order

Possible Adoption of Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

the immediate evacuation of the building until safe conditions may be established.

109.4.2 Re-Inspection Fees. It shall be the right of the Fire Chief to assess fees for all fire code violations that have not been corrected by the time of the second re-inspection by the Fire Chief. The Fire Chief shall collect the fees by all means available under the law and the Code of Ordinances.

110.1.1.1. Special equipment. Special Fire protection equipment shall be installed when adequate fire protection is not being provided, or hazardous or dangerous conditions exist. The special fire protection equipment shall be installed in accordance with the requirements of this code and the building code.

110.2.1 Unlawful continuance. Any person who refuses to leave, interferes with the evacuation of other occupants, or continues any operation after having been given an evacuation order, except such work as that person is directed to perform in order to remove a violation or unsafe condition, shall be deemed to be in violation of the code and responsible for a civil infraction.

307.1.2. Permitted open burning. Section 307.1.1 does not prohibit bonfires and recreational fires by permit or the use of portable outdoor fireplaces, that shall be subject to and in compliance with this section 307, and any Fire Chief established rules or orders that prohibit fires as hazardous due to atmospheric conditions or local circumstances under Section 307.1.1.

308.1.4.1 Balcony Prohibition. The use or storage of barbecue grills, char broilers, smokers, deep fryers, and similar cooking or heat generating devices or appliances is prohibited on balconies and decks of commercial buildings and multiple-family dwellings. For the purposes of this section, a balcony or deck is a deck, patio, or porch as defined in Section 1-007 of the Township Zoning Ordinance.

315.3.5 Approval required. A person shall not store in any building or upon any premises in excess of 2,500 cubic feet (70M) gross volume of combustible empty packing cases, boxes, barrels or similar containers, or rubber tires, baled cotton, rubber, cork, or other similarly combustible material without having obtained approval from the Fire Chief.

503.4.2. Authority to remove obstructions. If any vehicle, trailer or other object is so located within a fire lane at the time the fire department is responding to an alarm (which necessitates use of such fire lane), any member of the Township police department, or fire department, may move or cause same to be removed, by any means necessary and reasonable under the circumstances.

507.5.1.2. Location. When a building is equipped with an automatic fire suppression system, there shall be a fire hydrant located at least 50 feet, but no more than 100 feet from the fire department connection on the building.

Possible Adoption of Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

901.2.2 Review fees. When, at the discretion of the Fire Chief, plans and specifications are reviewed by an outside consultant, the person or firm submitting the plans and specifications shall be responsible for the total consulting fees or charges. In addition to the fees, a 10% administrative charge for processing will be added. The Building Official shall select the consultant. Consulting fees or charges shall be submitted with the plans and specifications, in full, and prior to review.

901.2.3 Certification required. Any installation, testing, repair, or maintenance of fire alarm or suppression systems required by this code or the building code, shall be performed by a certified fire alarm or suppression system firm.

901.2.4 System approval. Acceptance approval by the Fire Chief shall be withheld until a certificate of installation is received and accepted by the Fire Chief.

901.4.1.1. Licenses and certifications. All fire protection systems shall be installed by a contractor/installer/technician licensed or certified for the particular type of system. Such licenses and/or certifications shall include:

- A. Consumer & Industry Services, Fire Safety Division, State of Michigan - Mechanical Contractor's License, through the Department of Labor.
- B. Certification from the company/manufacture whose equipment the installer/technician is authorized to install and/or service.

901.4.1.2. License requirement. Only those companies that meet the requirements for certification and licensing will be recognized and permitted to install or service fire protection systems, either fixed, portable, and/or handheld within the Township of Waterford.

903.3.6.1. Hose threads. All hose thread connections for 1 1/2" or 1 3/4" hose is National Standard. All hose thread connections for 2 1/2" hose is Detroit Standard. All Fire Department connections (Siamese connections) are 2 1/2" Detroit Standard threading.

903.3.7.1. Location. For any building or structure required to be equipped with a fire department connection, the connection shall be located within 100 feet of a fire hydrant, and within 50 feet of a minimum 18 feet wide paved driveway or street.

903.3.7.2. Audible/visual alarms. Combination audible/visual alarms shall be installed at all Fire Department connections at the location determined by the Fire Chief, and inside the building at or near the system riser.

903.3.8.6 Backflow prevention. A testable backflow prevention device shall be installed between the sprinkler system supply main and the domestic water system piping, to prevent any backflow from the sprinkler piping to the domestic water supply.

Possible Adoption of Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

904.12.7 Audible/visual alarms. All commercial kitchen installations shall be equipped with an audible/visual alarm, which initiates upon release of the chemical suppression system. The alarm shall be located near the exhaust hood for the system. Multiple hood systems may require additional alarms as required by the Fire Chief.

906.3.5. Required size. Fire extinguishers in all Light and Ordinary Hazard occupancies shall be a minimum size of 3A-40BC (5 pound), and Extra Hazard occupancies shall be a minimum size of 4A-60BC (10 pound), at the direction of the Fire Chief. Said extinguishers shall be tested by an approved, certified company on an annual basis.

907.1.4. U.L. listed fire alarm panels. An Underwriter's Listed fire alarm panel shall be required for any location with smoke detectors, rate-of-rise heat detectors, sprinkler systems, hood suppression systems, flow alarms, and tamper alarms. Such panel shall be located at the direction of the Fire Chief. The fire alarm panel shall indicate by zone, in clear language, the location of any and all devices, and shall be accessible without special knowledge or code, with the capability of being silenced by the Fire Department.

912.2.3 Utilities. Gas meters, propane tanks, overhead electrical services, and transformers shall not be located on the same side of a building or structure as a fire department connection, unless a clear distance of 150 feet can be maintained between the utilities and the fire department connection, at the direction of the Fire Chief.

2304.2.6 Service station public address system. An Underwriter's Laboratory listed and approved public address system shall be installed at each self-service station, providing the capability of two-way communication between the fuel dispensing area and the station attendant. The public address system shall be maintained in an operational and functioning condition at all times.

2304.2.7. Combustibles. No combustibles shall be displayed within 20 feet of a fuel dispensing area at self-service stations. This shall include tires, motor oil, and any other combustible items, or items packaged in combustible containers.

2306.2.7 Listing. Any and all Aboveground storage tanks (ASTs) and/or Underground storage tanks (USTs), are required to be used in accordance with their respective listing only. The use of an underground storage tank as an aboveground storage receptacle, or an aboveground storage tank for underground use is prohibited unless specifically allowed per the UL listing for that tank. All such tanks currently in use, in violation of this section, shall be rendered out of service, emptied of any contents, purged when necessary, and removed from the premises.

3408.3. Tire fire protection. Outside storage of tires shall not be located more than 300 feet from an operating fire hydrant. Portable fire-fighting appliances shall be within 15 feet of any mechanism which operates to produce shavings or rubber dust in all outside tire storage areas.

Possible Adoption of Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

Smoking is prohibited within 50 feet of a mechanism which is operating to produce shavings or rubber dust in outside tire storage areas.

3405.1.1. Residual cleanup following a fire. If any dangerous or hazardous waste is generated or stored on the site of an outside tire storage area as a result of a fire in such area or due to any other occurrences, such wastes shall be disposed of and cleaned up in accordance with all applicable federal, state and local waste disposal regulations. No further tire storage may occur until the appropriate agency has certified that proper removal and disposal has taken place.

3409.1 Inside tire storage. Inside tire storage shall be arranged so as not to obstruct egress from the building, and with aisles between areas of storage a minimum of 10 feet wide, so as to subdivide the storage into units, with no horizontal dimension of more than 25 feet wide, and a maximum height of 20 feet, and shall comply with Sections 3404, 3406, and 3408.

5601.2.2.1. Permit required. Except to the extent it is not required by the Act, a permit shall be obtained from the Fire Chief for the display, retail sale, or discharge of fireworks in the Township.

5601.2.2.2. Permit issuance. Applications/requests for fireworks (display) permits shall be made in writing at least 60 days in advance of the date of the intended display of fireworks. The display of fireworks shall be lawful under the terms and conditions approved with the permit, and for that purpose only. A permit granted hereunder is not assignable or transferable, nor shall any such permit be extended beyond the dates set out therein. Any violation of the conditions of the permit or this code shall result in the immediate revocation of said permit.

Section 2 of Ordinance

Should any section, subdivision, sentence, clause or phrase of this ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

Section 3 of Ordinance

This Ordinance shall take effect immediately upon publication.

CERTIFICATION

I certify that this Ordinance was adopted by the Board of Trustees of the Charter Township of Waterford at a regular meeting held on _____, 2020.

CHARTER TOWNSHIP OF WATERFORD

Date

By: _____
Kimberly F. Markee, Township Clerk

Introduced: January 27, 2020

Adopted:

Possible Adoption of Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

Moved by Joliat,

Seconded by Bartolotta; RESOLVED, to adopt the Fire Prevention Code Ordinance Amendment 2020-003. A roll call vote was taken.

Ayes: Wall, Markee, Birch, Bartolotta, Frasca, Joliat, and Thomas

Nays: None

Absent: None

Motion carried unanimously.

7. Introduction

7.1 Rezoning Case No. 19-12-03; Rezone From R-M1, Low Density Multiple Family Residential To R-1A, Single Family Residential

Background and Analysis

Zoning History: 1950 – 1963: Residential-1
1963 –1998: R-1A Single-Family
1998 – 2011: R-1A Single-Family Residential Max 4 DU/Acre
2011 – Present: R-M1 Low-Density Multiple-Family Residential

Township Utilities: Existing services are available on the site.

Master Plan: Multiple Family.

This property was recently acquired by Vera Camaj. Prior to the acquisition, the property was utilized as a single-family residence. Since 2010, the property had been zoned R-M1, Low-Density Multiple-Family Residential with the idea that the use would be compatible with the adjacent apartment complex. However, since that time, no activity to develop a multiple-family development has occurred. The owner is requesting to rezone back to the historical zoning for the property, R-1A, Single-Family residential. The applicant has submitted a lot split request, pending rezoning approval, that would create a total of three equally sized lots with frontage on Watkins Lake Rd.

The property's dimensions of 295 feet wide by 296 feet deep greatly exceed the requirements of the R-1A, Single-Family Residential zoning district. Even with considering the pending lot split which would result in three properties with dimensions of 98.3 feet wide by 296 feet deep, these would still exceed the requirements of the R-1A district. With the exception of the adjacent apartments, single-family zoning is the principle zoning type and development style within the general area. The proposed request is more in line with the surrounding zoning than the existing zoning. The resulting range of uses would result in a similar range of uses that currently exist with the exception that the multiple-family and duplex style residential would be replaced and restricted to single-family homes.

The Master Plan indicates that this parcel and the adjacent apartments are designated as Multiple Family. The intent of this district is to provide for a variety of housing styles and sizes and does not specifically exclude any type of residence. The Multiple Family designation is intended to provide for a variety of housing styles without a specific restriction on the types and sizes. Projects developed should be compatible with the character of the surrounding properties. Rezoning the property from multiple-family to single family, while not maximizing the development

Rezoning Case No. 19-12-03; Rezone from R-M1, Low Density Multiple Family Residential To R-1A, Single Family Residential Continued.

potential, is not out of the scope of the Multiple Family designation as is more in line with the historic development pattern of the area.

This proposal would permit an underperforming parcel to be more fully developed in a way that would be more harmonious to the surrounding neighborhoods. Staff is supportive of this proposal without any conditions

Township Board Action

Motions

Based upon the Planning Commission's favorable recommendation at the January 28, 2020 regular meeting for this rezoning case, should the Board want to consider adopting the requested rezoning to R-1A, Single-Family Residential, the appropriate motion would be to introduce the attached Ordinance and schedule it for possible adoption at the February 24, 2020 meeting.

However, if the Board does not want to adopt the requested rezoning, the appropriate motion would be to not introduce the Ordinance and deny the rezoning.

Staff will be available at Monday's meeting for any questions on this case. However, if you have any questions in advance of the meeting, please contact this office.

Moved by Bartolotta,
Seconded by Thomas; RESOLVED, to introduce Ordinance 2019-001-Z; rezoning Case No. 19-12-03 from R-M1, Low Density Multiple Family Residential to R-1A, Single Family Residential; furthermore, to schedule the Ordinance for possible adoption at the February 24, 2020 regular board meeting. A roll call vote was taken.

Ayes: Wall, Markee, Birch, Bartolotta, Frasca, Joliat, and Thomas

Nays: None

Absent: None

Motion carried unanimously.

8. New Business

8.1 Michigan Indigent Defense Commission (MIDC) Grant Contract for FY2020 and Interlocal Agreement with Oakland County

The following memo was received from Gary Dovre, Township Attorney.

MIDC Grant Contract

As reported last year when you approved an MIDC Grant Contract for FY2019 (10/1/2018 - 9/30/2019), under the Michigan Indigent Defense Commission Act ("Act") adopted in 2013 and amended in 2018, the MIDC is responsible for developing and ensuring compliance with uniform minimum standards for Michigan courts to provide indigent criminal defense services. The Act provides for State grants to assist "Indigent Criminal Defense Systems" such as the Township (as the funding unit for the 51st District Court) in complying with the standards.

Michigan Indigent Defense Commission (MIDC) Grant Contract for FY2020 and Interlocal Agreement with Oakland County Continued.

Provided with this letter for approval is MIDC's proposed Grant Contract for FY2020 (10/1/2019 - 9/30/2020.) Ms. Thom has advised this is what was expected, including the budget amounts on page 1, and recommends approval. I concur with that recommendation. If you agree, the appropriate action would be a motion:

To approve and authorize the Supervisor to sign the Grant Contract with the State Michigan Indigent Defense Commission and Department of Licensing and Regulatory Affairs for October 1, 2019 to September 30, 2020.

Interlocal Agreement with Oakland County

The second Agreement provided with this letter for approval is Oakland County's proposed Interlocal Agreement to provide defense attorneys at the County jail for indigent defendants being arraigned beginning March 2, 2020. Under the MIDC Grant Contract, providing those attorneys is the Township's responsibility and money is allocated in the Township's MIDC grant for the costs of doing that. The amounts to be paid by the Township to the County are roughly 65% of the Township's annual grant amount for that MIDC requirement, reflecting that the period from March 2nd to September 30th is 65% of the 2020 Fiscal Year.

Our office had two (2) general areas of concern with the County's proposed Agreement. The first was with respect to many provisions that are way too one-sided in the County's favor for a cooperative intergovernmental agreement such as this. However, upon presenting those concerns to the County attorney, we were advised that the County Board of Commissioners had already approved the Agreement for all Oakland County communities and that the Township had indicated the Agreement was acceptable before that Board of Commissioner's approval.

In this situation where there is no risk of the Township not paying (Ms. Thom confirmed that the FY 19 Prior Year Unspent Funds on page 1 of the MIDC Grant Contract could be used if necessary) the chances of those objectionable provisions coming into play is extremely low. That combined with the benefits to the Court and Township of this arrangement, and that the County will hopefully be able to assume this entire responsibility in future years (see Section 4.2) provide a rationale for overlooking the objectionable provisions and approving the Agreement.

The second concern we had with the County's Agreement was whether the Township signing it would violate the Township's MIDC Grant Contract. Those concerns on behalf of Waterford and two other clients (Farmington and Farmington Hills) were discussed with the County attorney, who then presented them to MIDC. Attached is a January 30, 2020 email from MIDC's Regional Manager that has satisfied our concerns.

As with the MIDC Grant Contract, Ms. Thom recommends approval of the Interlocal Agreement with Oakland County, and for the reasons outlined above, I believe that following that recommendation would be in the best interest of the Township. A written Resolution approving the County Agreement is required and provided. Your action could be by a motion to:

Adopt the Resolution approving the Interlocal Agreement with Oakland County
For Appointments of Arraignment-Only Attorneys in the Oakland County Jail

Michigan Indigent Defense Commission (MIDC) Grant Contract for FY2020 and Interlocal Agreement with Oakland County Continued.

**CHARTER TOWNSHIP OF WATERFORD
OAKLAND COUNTY
RESOLUTION APPROVING INTERLOCAL AGREEMENT FOR
APPOINTMENTS OF ARRAIGNMENT-ONLY ATTORNEYS
IN THE OAKLAND COUNTY JAIL**

RECITALS:

- A. At a regular meeting of the Waterford Township Board of Trustees on February 10, 2020, the Board approved and authorized the Township Supervisor to sign a grant agreement between Waterford Township as the local funding unit and the Michigan Indigent Defense Commission (MIDC) for the period from October 1, 2019 to September 30, 2020.
- B. The MIDC Act requires local funding units to create a compliance plan and the cost analysis required to deliver indigent defense services in compliance with the first four approved MIDC standards. MIDC Standard 4 – Counsel at First Appearance and Other Critical Stages, requires local funding units to provide indigent defense counsel to incarcerated defendants at video arraignments conducted from the Oakland County Jail (OCJ).
- C. Pursuant to the Urban Cooperation Act of 1967, Act 7 of 1967, MCL 124.501 *et seq.*, which provides for interlocal public agency agreements, and for the purpose of complying with the Michigan Indigent Defense Commission Act of 2013, 2013 Public Act 93, MCL 780.981 *et seq* to provide indigent defense counsel to incarcerated defendants at video arraignments conducted in the Oakland County Jail, the Charter Township of Waterford desires to contract with Oakland County to do that.
- D. Attached to this Resolution is an Interlocal Agreement Between Oakland County and Township of Waterford for Appointments of Arraignment-Only Attorneys in the Oakland County Jail as prepared and approved by Oakland County and presented to the Township for approval.

IT IS THEREFORE RESOLVED THAT:

The attached Interlocal Agreement Between Oakland County and Township of Waterford for Appointments of Arraignment-Only Attorneys in the Oakland County Jail is approved and the Township Supervisor is authorized and directed to sign it on behalf of the Township.

CERTIFICATION

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting of the Board on February 10, 2020.

Charter Township of Waterford

Date

Kim Markee, Township Clerk

Moved by Markee,
Seconded by Frasca; RESOLVED, to approve and authorize Supervisor to sign the Grant Contract with the State of Michigan Defense Commission and Department of Licensing and Regulatory Affairs for

October 1, 2019 to September 30, 2020. A roll call vote was taken. A copy of the Interlocal Agreement is attached to these minutes.

Ayes: Wall, Markee, Birch, Bartolotta, Frasca, Joliat, and Thomas
Nays: None
Absent: None

Motion carried unanimously.

Moved by Markee,
Seconded by Bartolotta; RESOLVED, to adopt the Resolution approving the Interlocal Agreement with Oakland County for Appointments of Arraignment-Only Attorneys in the Oakland County Jail. A roll call vote was taken.

Ayes: Wall, Markee, Birch, Bartolotta, Frasca, Joliat, and Thomas
Nays: None
Absent: None

Motion carried unanimously.

Clerk Markee read the Resolution Approving Interlocal Agreement for Appointments of Arraignment-Only Attorneys in the Oakland County Jail.

8.2 Hiring of Superintendent of Planning and Zoning – Jeffrey Polkowski

The following memo was received from Rob Merinsky, Director, Development Services.

The Development Services Department recently posted the vacant planning position created by the retirement of Mr. Larry Lockwood. After careful consideration, I feel Mr. Jeffrey Polkowski has the experience, education, and attitude necessary to succeed as the *Superintendent of Planning & Zoning Division*. In summary, Mr. Polkowski is an AICP certified planner and has several years of valuable municipal planning experience, most recently as the Senior Planner for the City of Dearborn. In addition to his planning experience, he is also proficient with Geographic Information Systems (GIS), grant writing and administration, Community Development Block Grant project oversight, and watershed management. In all, I expect that his diverse background will serve our community well.

With that, I am requesting the Board approve the appointment of Mr. Polkowski to *Superintendent of Planning & Zoning Division* within the Development Services Department. This appointment under the Management and Administration Group agreement is at a Grade 8, Step 6 level.

Trustee Bartolotta inquired as to why Mr. Polkowski how long he was in Dearborn and why he wanted to come to work at Waterford Township.

Mr. Polkowski advised he worked for Dearborn for 3.5 years and his research was in revitalizing waterfront communities and his Masters is in Water Resource Planning and Management. Mr. Polkowski first moved to the Great Lakes because of his interest in Water Resource Management. After getting supervisory experience, in Dearborn, he wanted to move to a community with more water resource options.

Hiring of Superintendent of Planning and Zoning – Jeffrey Polkowski Continued.

Moved by Joliat,

Seconded by Frasca; RESOLVED, to approve the appointment of Mr. Polkowski to Superintendent of Planning & Zoning Division within the Development Services Department under the Management and Administration Group agreement at a Grade 8, Step 6 level. A roll call vote was taken.

Ayes: Wall, Markee, Birch, Bartolotta, Frasca, Joliat, and Thomas

Nays: None

Absent: None

Motion carried unanimously.

8.3 Ms. Rachel Woolcox Promotion to DPW Staff Analyst

The following memo was received from Russell Williams, Director, Department of Public Works.

On January 23, 2020 an interview panel consisting of Mark Simlar, HR Director, Derek Diederich, DPW Administrative Superintendent / Township Budget Director, Barb Miller, Accounting Mgr. / Assistant Budget Director, Frank Fisher, DPW Engineering Superintendent and myself was convened for the purpose of filling the vacant Staff Analyst position at the DPW. Interviews of five internal very qualified Waterford Township employees took place. All of the applicants were very strong, the task of selection was difficult. Much deliberation took place and the panel all agreed the Township is fortunate to have such a talented group on which to draw from.

After completing interviews and several hours of difficult deliberation by the interview panel, Ms. Rachel Woolcox was selected as the successful candidate. Ms. Rachel Woolcox has been with Waterford Township since December of 2015. Ms. Woolcox started as a Part Time Parks & Recreation Clerk, then working full time as an Assessing Clerk before transferring to the DPW as an Account Clerk and currently works as a Utility Billing Clerk at the DPW. Ms. Woolcox holds a Bachelor's Degree from Central Michigan University and has expressed an interest in furthering her education as well.

REQUESTED BOARD ACTION

**Approve Ms. Rachel Woolcox as DPW System Analyst / Safety Coordinator
Management & Administration Group, Grade 4, Step 1 with a maximum of Step 5**

Moved by Birch,

Seconded by Frasca; RESOLVED, to approve Ms. Rachel Woolcox as DPW System Analyst / Safety Coordinator Management & Administration Group, Grade 4, Step 1 with a maximum of Step 5. A roll call vote was taken.

Ayes: Wall, Markee, Birch, Bartolotta, Frasca, Joliat, and Thomas

Nays: None

Absent: None

Motion carried unanimously.

8.4 DPW Engineer Job Description Revision

The following memo was received from Russell Williams, Director, Department of Public Works.

After posting the current DPW Engineering position in Mid-November 2019 there have been very few applicants and no qualified to meet the current job description requirements. With this in mind, the DPW is requesting a change in the job description and pay range. The current job description is a Management and Administration (M&A) Grade 6, Step 5 Max without a Professional Engineer requirement. The requested change would add a Professional Engineer (P.E.) Requirement and move the position to a Management and Administration Grade 8, with a Max of Step 5. This will require a budget amendment for 59058-70200 account for \$10,791.60 from the (590) Water & Sewer Enterprise Fund.

Waterford Township's Fiscal and Human Resources Department have reviewed and agree that market conditions and the needs of the Department warrant serious consideration to this recommendation. As a reminder, the Water-Sewer's financial resources do not involve tax receipts, they are garnered from water-sewer user based fees.

As you know, the Water and Sewer Branch of the Department of Public Works is a multifaceted and ever complex utility. Having a Professional Engineer on staff to review plans of public infrastructure and to help project manage important public improvements and to help safe guard the public's health and welfare is why the following recommendation is being made. Please keep in mind, that it is very possible that having an in-house engineer will very well permit some of the projects being currently outsourced to be conducted by the Department itself. This would very well help defray the salary adjustment being requested of this body at this time.

REQUESTED BOARD ACTION

Approve Revised Job Description for DPW Engineer.

Amend Budget Line 59058-70200 for an additional \$10,792.00 + FICA Withholding

Moved by Bartolotta,

Seconded by Thomas; RESOLVED, to approve the revised job description for DPW Engineer; furthermore to amend budget line item 59058-70200 increasing additional \$10,792.00 plus FICA withholding. A roll call vote was taken.

Ayes: Wall, Markee, Birch, Bartolotta, Frasca, Joliat, and Thomas

Nays: None

Absent: None

Motion carried unanimously.

8.5 DPW Dump Truck Purchase

The following memo was received from Russell Williams, Director, Department of Public Works.

During the 2020 budget meetings, the DPW requested the purchase of a Heavy Duty 10 Yard Dump Truck.

Please see the attached quotes, one for the dump box and one for the chassis. Both quotes are based on a City of Rochester Hills government-pricing index.

This new truck will be replacing an asset that is a 1999 GMC C8500 Topkick. This truck has provided Waterford Township DPW a long productive life. In recent years, this asset has required several repairs that required it to be out of service for extended times.

DPW Dump Truck Purchase Continued.**REQUESTED BOARD ACTION**

**Approve Purchase of 2020 Tandem Axle 64,000# Dump Truck
Total cost not to exceed \$136,200.00 from account 59045-97136**

Moved by Bartolotta,
Seconded by Markee; RESOLVED, to approve the purchase of a 2020 Tandem Axle 64,000# Dump Truck in the amount not to exceed \$136,200.00 utilizing funds from account 59045-97136. A roll call vote was taken.

Ayes: Wall, Markee, Birch, Bartolotta, Frasca, Joliat, and Thomas

Nays: None

Absent: None

Motion carried unanimously.

8.6 DLZ Water Main Engineering & Surveying Proposal for West Huron Street

The following memo was received from Russell Williams, Director, Department of Public Works.

Please see the attached DLZ Michigan, Inc., Proposal for Engineering and Surveying Services. This is to replace water main on the south side of W. Huron Road (M59) from Lynn Avenue to Telegraph Road. This water main was installed in 1962. With several historic / recent breaks that required replacement of large sections of pipe due to ageing cast iron pipe. As repairs are attempted, DPW crews need to dig back on sections of pipe to locate an area of pipe that is structurally capable of supporting an additional repair clamp without leaks.

This project was not budgeted for 2020. This proposal is to complete engineering, acquire engineering cost estimates, and prioritize the current water main replacement projects for Waterford Township in 2020.

A budget amendment is not necessary at this time. Funds for the engineering will be from the 59045-97010 Water Capital-Infrastructure Preservation account.

REQUESTED BOARD ACTION

**Approve DLZ Proposal for Engineering and Surveying Services for W. Huron Street (M59)
Total cost not to exceed \$39,000.00 from account 59045-97010**

Moved by Joliat,
Seconded by Frasca; RESOLVED, to Approve DLZ Proposal for Engineering and Surveying Services for W. Huron Street (M59) with a total cost not to exceed \$39,000.00 utilizing funds from account 59045-97010. A roll call vote was taken.

Ayes: Wall, Markee, Birch, Bartolotta, Frasca, Joliat, and Thomas

Nays: None

Absent: None

Motion carried unanimously.

8.6a Part-Time Election Employees

The following memo was received from Clerk Markee.

I respectfully request your approval to add up to two part time employees to assist with the additional election that the Township was informed of on February 7, 2020. This election is being requested by Waterford School District to be held on May 5, 2020. The May 5th election was not included in the original budget. The additional part time employees are needed because of the extra election. We will charge back to the Waterford School District the additional employees' wages for work related to the May 5th election. When the check is received, it will reimburse the General Fund.

Please approve an increase to the Elections budget for \$60,000 for account 11910 70300 Wages – PT, Time/Temp and approve a corresponding increase to the General Fund budget for account 10101 68701 Reimbursement - Elections for \$60,000 for the revenue that will be received from the Waterford School District.

Moved by Joliat,

Seconded by Frasca; RESOLVED, to approve and increase to the Elections Budget for the \$60,000 11910-70300, Wages PT Temp and approve a corresponding increase for account 10101 68701 Reimbursement - Elections for \$60,000 for the revenue that will be received from the Waterford School District. A roll call vote was taken.

Ayes: Wall, Markee, Birch, Bartolotta, Frasca, Joliat, and Thomas

Nays: None

Absent: None

Motion carried unanimously.

Trustee Bartolotta asked Clerk Markee if anything else would be on the ballot. Clerk Markee advised that the School District Bond Proposal is currently the item only item May 5, 2020, Election.

8.7 Public Comments Limited to Three (3) Minutes per Topic

Grant Smith, Waterford Youth Assistance (WYA)

The WYA started their annual Stop the Shoplifting Program. Every 5th Grade class in the Waterford School District will participate.

February 13, 2020, Conflict Workshop will be held at the Library at 6:30 p.m. Please register.

February 14, 2020, is the deadline to nominate a Student for the annual

March 28, 2020, A Night of Mystery will be held at Overtyme.

For more information visit www.waterforyouthassistance.com

Treasurer Birch announced that she will not be running for re-election. Her last day will be November 20, 2020. The Board offered their congratulations and thanked her for her years of service.

ADJOURNMENT

Moved by Bartolotta;
Seconded by Frasca, RESOLVED, to adjourn the meeting at 7:02 p.m.

Motion carried unanimously.

Kimberly F. Markee, Clerk

Gary Wall, Supervisor

INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
TOWNSHIP OF WATERFORD
FOR APPOINTMENTS OF ARRAIGNMENT-ONLY ATTORNEYS
IN THE OAKLAND COUNTY JAIL

This Agreement (“Agreement”) is made between the County of Oakland (“County”), a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph, Pontiac, Michigan 48341, and the Township of Waterford (“Funding Unit”), whose address is 5200 Civic Center Drive, Waterford, Michigan 48320. In this Agreement, County and Funding Unit may also be referred to jointly as the “Parties.”

PURPOSE OF AGREEMENT. County and Funding Unit enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of complying with the Michigan Indigent Defense Commission Act of 2013, 2013 Public Act 93, MCL 780.981 *et seq.*, and delineating the duties of the Parties related to providing indigent defense counsel to incarcerated defendants at video arraignments conducted in the Oakland County Jail. The Parties agree, subject to the terms and conditions set forth in this Agreement, to provide funds and/or services as described in Exhibits I and Exhibit II.

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

1. **DEFINITIONS.** In addition to any other defined terms in this Agreement (e.g., “Agreement,” “County,” “Funding Unit,” “Party,” or “Parties,” etc.), the Parties agree that the following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, and interpreted as follows:
 - 1.1. **Agreement Documents** mean the following documents, which this Agreement includes and incorporates:
 - 1.1.1. Exhibit I: Financial Obligations
 - 1.1.2. Exhibit II: Scope of Services
 - 1.2. **Arraignment-Only Attorney(s)** means defense attorneys appointed for the purpose of representing incarcerated indigent defendants in the Oakland County Jail at their video arraignment on a criminal complaint and warrant, bench warrant, or probation violation Monday through Friday, and at their video arraignment on a criminal complaint and warrant on Saturday or Sunday for those funding units that participate in the 52nd District Court Local Administrative Order Weekend Arraignment Program. This does not include defense attorneys appointed to

represent defendants at any other stage of criminal proceedings following the arraignment on the complaint and warrant, either before judgment of sentence or following judgment of sentence.

- 1.3. **Claim(s)** mean 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 County or Funding Unit, or for which County or Funding Unit 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, 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 constitutional and municipal Corporation, including, but not limited to, all of its departments, divisions, the Oakland County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, commissions, employees, agents, volunteers, and/or any such persons' successors.
- 1.5. **County Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of County, including any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity. Arraignment-Only Attorneys as defined in Section 1.2 shall not be considered County employees.
- 1.6. **Day** shall be defined as any calendar day, which shall always begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.7. **Fiscal Year** means October 1 through the following September 30.
- 1.8. **Funding Unit** means the Township of Waterford, which is an entity created by state or local authority, or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its division, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For the purposes of this Agreement, Funding Unit includes any Michigan court when acting in concert with its Funding Unit to obtain indigent defense counsel services through the County.
- 1.9. **Funding Unit Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Funding Unit, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have responsibility for the delivery of indigent defense services under this Agreement and/or the Michigan Indigent Defense Commission Act, MCL 780.981 *et seq.* "Funding Unit Employee" shall also include any person who was a Funding Unit Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.10. **Michigan Indigent Defense Commission** means the public body created by the Michigan Defense Commission Act, MCL 780.981 *et seq.*

- 1.11. **Points of Contact** mean the individuals designated by the Parties to act as primary and secondary contacts for communication and other purposes as described herein. Point of Contacts for the Parties are identified in Section. 22.

2. EFFECTIVE DATE AND DURATION OF THE AGREEMENT.

- 2.1. This Agreement, and/or any subsequent amendments, rescissions, waivers or releases to this Agreement, must be in writing and shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes and proceedings of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall also be filed by the office of the Clerk of the County with the Secretary of State.
- 2.2. This Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the filing of this Agreement, and/or any possible subsequent amendments with the Michigan Secretary of State (MCL 124.510).
- 2.3. This Agreement takes effect on the date of March 2, 2020 and shall continue and be in effect through September 30, 2020 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for a term from October 1st through September 30th of every future fiscal year, unless cancelled or terminated by any of the Parties pursuant to Section 15 of this Agreement.

3. COUNTY RESPONSIBILITIES.

- 3.1. Subject to the terms and conditions in this Agreement, and except as otherwise provided by law, County shall provide those services for Funding Unit as described in Exhibit II.
- 3.2. County agrees to establish this legal relationship in all contractual documents with Arraignment-Only Attorneys as provided in Exhibit II.
- 3.3. County shall invoice Funding Unit as provided in Exhibit I. The sum of charges invoiced to Funding Unit shall not exceed 65% of Funding Unit's FY2020 grant from the MIDC for the purposes of reimbursing County for providing indigent defense counsel to incarcerated defendants at video arraignments conducted in the Oakland County Jail.
- 3.4. The Parties intend, agree, and acknowledge that no services, other than those services described in this Agreement, shall or are otherwise required to be provided by the County for or to the Funding Unit. Additional services may be contracted by mutual agreement between the Parties.

4. FUNDING UNIT FINANCIAL/PAYMENT OBLIGATIONS.

- 4.1. As provided in Exhibit I, Funding Unit shall remit \$17,787 from Funding Unit's portion of the MIDC grant fund subcategory for reimbursements to County by March 2, 2020 and \$15,246 from Funding Unit's portion of the MIDC grant fund subcategory for reimbursements to County by May 29, 2020. Payment shall be sent along with a copy of the invoice to County as instructed on the invoices.
- 4.2. In future renewal fiscal years of this Agreement, County shall apply to the MIDC on behalf of Funding Unit for grant funding to cover the entire costs of providing Arraignment-Only attorneys in the Oakland County Jail and Funding Unit shall not apply to the MIDC for any grant funds to cover the costs of providing Arraignment-Only Attorneys in the Oakland County Jail. If County is awarded grant funds in future renewal years that cover the entire cost of providing representation to indigent defendants in the Oakland County Jail, Funding Unit will not have

financial or payment obligations under this Agreement and will not have to pay County the amount covered by County's awarded MIDC grant funds.

- 4.3. If Funding Unit, for any reason, fails to pay County any monies due and owing under this Agreement as described in Exhibit I, Funding Unit agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off the amount due past sixty (60) days from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount owed by Funding Unit to County. Funding Unit waives any Claims against County for any acts related specifically to County's offsetting or retaining of such amounts.
- 4.4. Unless there is a termination as provided for herein, Funding Unit's obligations set forth in this Section, shall be absolute and unconditional and shall not be affected by the occurrence of either Party's default of any term or condition of this Agreement, nor shall any other occurrence or event relieve, limit, or impair the obligation of Funding Unit to pay any such amount due and owing to County.
- 4.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 4.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Funding Unit to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Funding Unit at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Funding Unit agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Funding Unit.
- 4.7. This Section shall not be interpreted as limiting Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

5. ASSURANCES AND WARRANTIES.

- 5.1. 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 the legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 5.2. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules and requirements applicable to its activities performed under this Agreement, including but not limited to laws relating to nondiscrimination and conflicts of interests.
- 5.3. Any and all County services set forth in this Agreement are provided on an "as-is" and "as-available" basis, without any warranty of any kind, to the maximum extent permitted by applicable law. County expressly further disclaims any and all warranties, of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement and/or that any County services under this

Agreement will meet any of Funding Unit's needs or requirements, will be uninterrupted, timely, secure, error or risk free/or that any deficiencies in any County service. The entire risk arising out of the use of any and all County services herein remains at all times, with Funding Unit to the maximum extent permitted by law.

6. LIABILITY.

- 6.1. 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 arising under or related to this Agreement.
- 6.2. Except as provided for in Section 4.6, in 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 judgment and attorney fees.
- 6.3. Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or any legal principle to be indemnified or reimbursed by the other Party or any of its employees or agents in connection with any Claim.
- 6.4. 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.

7. LIMITATION OF LIABILITY. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement. In no event shall County be liable to Funding Unit for any claims arising out of the conduct of Arraignment-Only Attorneys.

8. DISPUTE RESOLUTION.

- 8.1. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Point of Contact and Funding Unit's Point of Contact for possible resolution. County's Point of Contact and Funding Unit's Point of Contact may promptly meet and confer in an effort to resolve such dispute. The Points of Contact for each Party are set forth in Section 22.
- 8.2. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

9. NO IMPLIED WAIVER.

- 9.1. 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.
- 9.2. 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.
- 9.3. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

10. AUDITING County agrees that financial records will be available upon request for review or audit by Funding Unit or other appropriate officials.

- 11. AGREEMENT INTERPRETATION.** The Parties agree that performance under this Agreement will be conducted in compliance with all federal, Michigan, and local laws and regulations. This Agreement is made and entered into in the County of Oakland and in the State of Michigan. The language of all parts of this Agreement is intended to and under all circumstances to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
- 12. INDEPENDENT CONTRACTOR.**
- 12.1. The Parties agree that at all times and for all purposes under the terms of this Agreement, the Arraignment-Only Attorneys legal status and relationship to County and Funding Unit shall be that of an Independent Contractor.
- 13. NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Funding Unit.
- 14. 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.
- 15. TERMINATION OR CANCELLATION OF AGREEMENT.**
- 15.1. If Funding Unit wants to terminate, for any reason, the automatic renewal of this Agreement that occurs on October 1st for any future fiscal year, Funding Unit shall provide County with a written notice of termination by June 1st stating that this Agreement will not be renewed and will be terminated effective the upcoming September 30th.
- 15.2. If County wants to terminate, for any reason, the automatic renewal of this Agreement that occurs on October 1st for any future fiscal year, County shall provide Funding Unit with a written notice of termination by July 1st stating that this Agreement will not be renewed and will be terminated effective the upcoming September 30th.
- 15.3. County may terminate or cancel this Agreement, in whole or in part, immediately if third-party funding for the Arraignment-Only Attorneys from the MIDC is reduced or terminated.
- 15.4. The Parties agree and acknowledge that either Party's decision to terminate and/or cancel this Agreement, or any one or more individual County services identified herein, shall not relieve the Funding Unit of payment obligation for any County services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.
- 16. RECORD RETENTION.** The Parties agree to maintain records in accordance with state law. All records relative to this Agreement shall be available at any reasonable time for examination or audit by personnel authorized by law.
- 17. DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
- 18. 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 the Party's control, including, but not limited to, an act of God, war, 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 other party of any such event.

19. **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.
20. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
21. **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 non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
22. **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.
- 22.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Corporation Counsel, 1200 North Telegraph, Pontiac, Michigan 48341.
- 22.2. If Notice is sent to the Funding Unit, it shall be addressed and sent to: Township of Waterford, 5200 Civic Center Drive, Waterford, Michigan 48320.
- 22.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
23. **GOVERNING LAW**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan without giving effect to its conflict of law principles.
24. **JURISDICTION AND VENUE**. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim(s) arising under or related to this Agreement shall be brought in the Sixth 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. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.
25. **ENTIRE AGREEMENT**. This Agreement sets forth the entire agreement between the Parties along with the Agreement Documents. In entering into this Agreement, Funding Unit acknowledges that it has not relied upon any prior or contemporaneous agreement, representation, warranty, or other statement by the County and/or any County Agent that is not expressly set forth in this Agreement, and that any and all such possible, perceived or prior agreements, representations, understandings, statements, negotiations, understandings and undertakings, whether written or oral, in any way concerning or related to the subject matter of this Agreement are fully and completely superseded by this Agreement.

The undersigned hereby acknowledges that he/she has been authorized by the Township of Waterford to execute this agreement on behalf of the Township of Waterford and hereby accepts and binds the Township of Waterford to the terms and conditions of this Agreement.

TOWNSHIP OF WATERFORD

BY: _____ **DATE:** _____

BY: _____ **DATE:** _____

The undersigned hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

THE COUNTY OF OAKLAND

BY: _____ **DATE:** _____

David T. Woodward
Chairperson, Oakland County Board of Commissioners

INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
TOWNSHIP OF WATERFORD
FOR APPOINTMENTS OF ARRAIGNMENT-ONLY ATTORNEYS
IN THE OAKLAND COUNTY JAIL

EXHIBIT I: Financial and Reporting Obligations

Under the terms of the agreement, from the effective date of the Agreement through September 30, 2020, the Funding Unit agrees to pay the County \$33,033 which is 65% of the Funding Unit's portion of the MIDC grant fund subcategory for reimbursing County for providing the Arraignment-Only Attorney services conducted in the Oakland County Jail from the effective date of the Agreement through September 30, 2020.

County shall invoice Funding Unit for the 65% of the MIDC grant fund subcategory through two invoices in FY2020. Funding Unit shall remit \$17,787 from Funding Unit's portion of the MIDC grant fund subcategory for reimbursements described above to County by March 2, 2020. Funding Unit shall remit the last payment of \$15,246 from Funding Unit's portion of the MIDC grant fund subcategory for reimbursements described above to County by May 29, 2020.

In future renewal years of this Agreement, County shall apply to the MIDC on behalf of Funding Unit for grant funding to cover the entire costs of providing arraignment-only attorneys in the Oakland County Jail. If County is awarded MIDC grant funds in future renewal years that cover the entire cost of providing representation to indigent defendants in the Oakland County Jail, Funding Unit will not have to pay County the amount covered by County's awarded MIDC grant funds.

OAKLAND COUNTY INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
TOWNSHIP OF WATERFORD
FOR APPOINTMENTS OF ARRAIGNMENT-ONLY ATTORNEYS
IN THE OAKLAND COUNTY JAIL

EXHIBIT II: Scope of Services

Under the terms of this Agreement, County will provide Arraignment-Only Attorneys beginning on or about March 2, 2020 Monday through Friday to represent Funding Unit's indigent misdemeanor and felony charged defendants housed in the Oakland County Jail at their video arraignments on criminal complaints and warrants, bench warrants or probation violations. For those Funding Units which participate in the 52nd District Court Local Administrative Order Weekend Arraignment Program, County will also provide Arraignment-Only Attorneys on all Saturdays and Sundays to represent those indigent misdemeanor and felony charged defendants housed at the Oakland County Jail at their arraignments on the complaint and warrant. County has the sole responsibility to recruit Arraignment-Only Attorneys and appoint Arraignment-Only Attorneys for arraignments conducted in the Oakland County Jail.

County will be responsible for determining if the Arraignment-Only Attorneys have the minimum education and training levels required by the Michigan Indigent Defense Commission. County will be responsible for completing background checks of Arraignment-Only Attorneys necessary for their presence in the Oakland County Jail. County in coordination with the Oakland County Sheriff's Office will provide basic safety and procedural training to Arraignment-Only Attorneys in the Oakland County Jail.

County will not have any direct control over the manner or means by which Arraignment-Only Attorneys perform their services and Arraignment-Only Attorneys shall exercise their own independent judgment while representing indigent defendants. County will not control or direct their professional duties as an indigent defense counsel under Standards promulgated by the Michigan Indigent Defense Commission. Any agreement with Arraignment-Only Attorneys shall expressly state that Arraignment-Only Attorneys are independent contractors obligated to pay income and self-employment taxes. County shall provide Arraignment-Only Attorneys with IRS Form 1099 as required by federal law.

County has the sole discretion to determine the staffing levels of Arraignment-Only Attorneys on any particular day during the term of the Agreement. County will coordinate with Funding Unit and other county funding units and schedule a daily time for Funding Unit to conduct arraignments via polycom from the Oakland County Jail.

02/06/2020 12:31 |WATERFORD TOWNSHIP
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FOR CASH ACCOUNT: 70000 01000

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
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287821	02/10/2020	PRINTED	021380 BILLS PLBG & SEWER SERV I	781.85			
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287823	02/10/2020	PRINTED	023854 BUSY BODIES	1,218.00			
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287832	02/10/2020	PRINTED	031913 NATIONWIDE SIGN	100.00			
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287835	02/10/2020	PRINTED	032078 BBC CONSTRUCTION	100.00			
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287842	02/10/2020	PRINTED	032461 4 EVER WATER TITE LLC	100.00			
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287844	02/10/2020	PRINTED	032489 MAMMOTH CONSTRUCTION	100.00			
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287848	02/10/2020	PRINTED	032908 BAZO DESIGN & IMAGING	600.00			
287849	02/10/2020	PRINTED	032909 AMERICAN MADE CONSTRUCTIO	100.00			
287850	02/10/2020	PRINTED	032910 RICHARD HYMAN BUILDERS IN	600.00			
287851	02/10/2020	PRINTED	032911 SPRINGERS CARPENTRY	100.00			
287852	02/10/2020	PRINTED	032912 K&K BUILDING	100.00			
287853	02/10/2020	PRINTED	032913 THOMAS WOOD	100.00			
287854	02/10/2020	PRINTED	032914 FULL HOUSE CONSTRUCTION	100.00			
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287856	02/10/2020	PRINTED	032916 R.L BUILDING MODIFICATION	100.00			
287857	02/10/2020	PRINTED	032917 TIMOTHY MACH	100.00			
287858	02/10/2020	PRINTED	032918 CARLTON FREED	100.00			
287859	02/10/2020	PRINTED	032919 F&M CONSTRUCTION INC	100.00			
287860	02/10/2020	PRINTED	032920 ELEVATE	600.00			
287861	02/10/2020	PRINTED	032921 AMY VANKUREN	100.00			
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287863	02/10/2020	PRINTED	032923 PAT MILKOVICH	100.00			
287864	02/10/2020	PRINTED	032924 ADAPTIVE ENVIRONMENTS INC	100.00			
287865	02/10/2020	PRINTED	032925 JAROD CONSTACE	100.00			
287866	02/10/2020	PRINTED	032926 GEORGE & SANDRA EWING	100.00			
287867	02/10/2020	PRINTED	032927 STEPHANIE LARSH	100.00			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE

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287871	02/10/2020	PRINTED	032931 MICKEY'S CONSTRUCTION	100.00			
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287874	02/10/2020	PRINTED	033070 RICHARD BARNES	100.00			
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287876	02/10/2020	PRINTED	033766 SIGNAL USA LLC	100.00			
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287881	02/10/2020	PRINTED	035526 MIDWAY SIGNS INC	100.00			
287882	02/10/2020	PRINTED	035838 THERMAL SHIELD WINDOW & C	100.00			
287883	02/10/2020	PRINTED	037141 BRIAN CORNYN	100.00			
287884	02/10/2020	PRINTED	038038 PAT MCWILLIAMS	100.00			
287885	02/10/2020	PRINTED	038179 SIGN FABRICATORS	100.00			
287886	02/10/2020	PRINTED	038407 DIAMOND CREEK HOMES	100.00			
287887	02/10/2020	PRINTED	038493 BARATZ BUILDING & RENOVAT	100.00			
287888	02/10/2020	PRINTED	038802 MATTHEW FIORILLO	100.00			
287889	02/10/2020	PRINTED	038931 NORTHERN SIGN CO	100.00			
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287891	02/10/2020	PRINTED	039649 SAS SERVICES, INC	100.00			
287892	02/10/2020	PRINTED	039771 EVER-DRY OF SOUTHEASTERN	100.00			
287893	02/10/2020	PRINTED	039856 NEW DESIGN INC	100.00			
287894	02/10/2020	PRINTED	039944 HOME INSPECTION PLUS	200.00			
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287903	02/10/2020	PRINTED	053389 LUNGHAMER GMC INC	105.40			
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287905	02/10/2020	PRINTED	053756 DRUG SCREENS PLUS	159.00			
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287907	02/10/2020	PRINTED	083437 FIRST DUE FIRE SUPPLY	642.50			
287908	02/10/2020	PRINTED	083452 SUBURBAN FORD OF WATERFOR	2,084.43			
287909	02/10/2020	PRINTED	083836 KENNETH E FUERST	60.00			
287910	02/10/2020	PRINTED	093025 GALE/CENGAGE LEARNING	167.19			
287911	02/10/2020	PRINTED	093451 GLOBAL OFFICE SOLUTIONS	6,880.81			
287912	02/10/2020	PRINTED	093863 GREAT LAKES WATER AUTHORI	2,961.90			
287913	02/10/2020	PRINTED	103143 HALLAHAN & ASSOCIATES, PC	5,388.85			
287914	02/10/2020	PRINTED	103252 KATHY HEPLER	60.00			
287915	02/10/2020	PRINTED	111002 INFOGROUP	7,000.00			
287916	02/10/2020	PRINTED	113542 INGRAM LIBRARY SERVICES	19.56			
287917	02/10/2020	PRINTED	113551 NICHOLS PAPER & SUPPLY CO	1,084.92			
287918	02/10/2020	PRINTED	113591 INNOVYZE INCORPORATED	22,660.00			
287919	02/10/2020	PRINTED	121011 J&B MEDICAL SUPPLY	4,468.66			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
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287922	02/10/2020	PRINTED	143601 KONECRANES INC	2,655.05			
287923	02/10/2020	PRINTED	151011 LTM AUTO TRUCK AND TRAILER	3,959.80			
287924	02/10/2020	PRINTED	153109 LAKES AREA MARTIAL ARTS	372.50			
287925	02/10/2020	PRINTED	153367 LIBRARY NETWORK, THE	9,967.50			
287926	02/10/2020	PRINTED	153604 HAROLD J LOVE, PLLC	3,250.00			
287927	02/10/2020	PRINTED	161029 ELECTIONSOURCE	318.00			
287928	02/10/2020	PRINTED	161700 MMRMA UNDERWRITING DEPT	504,884.00			
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287930	02/10/2020	PRINTED	163368 MIDWEST COLLABORATIVE FOR	4,275.00			
287931	02/10/2020	PRINTED	163866 MUNICIPAL EMERGENCY SERVI	4,909.18			
287932	02/10/2020	PRINTED	174478 STATE OF MICHIGAN	75.00			
287933	02/10/2020	PRINTED	183052 NAPA AUTO PARTS	44.10			
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287935	02/10/2020	PRINTED	183290 NEW BUSINESS INC	320.00			
287936	02/10/2020	PRINTED	183578 NORTH ELECTRIC SUPPLY CO	260.00			
287937	02/10/2020	PRINTED	183952 NYE UNIFORM COMPANY	4,424.05			
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287939	02/10/2020	PRINTED	193882 OVERDRIVE, INC.	156.46			
287940	02/10/2020	PRINTED	204040 OAKLAND COUNTY TREASURER	744.00			
287941	02/10/2020	PRINTED	204040 OAKLAND COUNTY TREASURER	1,715.47			
287942	02/10/2020	PRINTED	204040 OAKLAND COUNTY TREASURER	17,927.50			
287943	02/10/2020	PRINTED	204620 OAKLAND COUNTY PARKS & RE	525.00			
287944	02/10/2020	PRINTED	211220 MCLAREN OAKLAND	800.00			
287945	02/10/2020	PRINTED	211460 PLANTE & MORAN PLLC	1,450.00			
287946	02/10/2020	PRINTED	213094 AL PAVLISH	60.00			
287947	02/10/2020	PRINTED	213211 PERCEPTIVE CONTROLS INC	189.00			
287948	02/10/2020	PRINTED	213251 LAURA PETRUSHA	60.00			
287949	02/10/2020	PRINTED	213287 PREMIER SAFETY	641.48			
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287951	02/10/2020	PRINTED	213566 COFFEE BREAK INC	33.25			
287952	02/10/2020	PRINTED	213723 PROGRESSIVE AE	5,000.00			
287953	02/10/2020	PRINTED	213771 PRONUNCIATOR	1,800.00			
287954	02/10/2020	PRINTED	227578 PATRICIA SANDWEG	54.00			
287955	02/10/2020	PRINTED	241008 RKA PETROLEUM COMPANIES,	1,208.70			
287956	02/10/2020	PRINTED	243206 RECORDED BOOKS LLC	296.68			
287957	02/10/2020	PRINTED	243254 REGIONAL ALLIANCE FOR FIR	1,400.00			
287958	02/10/2020	PRINTED	243645 LISA ROCHFORD	290.00			
287959	02/10/2020	PRINTED	243664 ROSE PEST SOLUTIONS	48.00			
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287962	02/10/2020	PRINTED	251361 SIGNS NOW	680.54			
287963	02/10/2020	PRINTED	253023 ST JOSEPH MERCY-OAKLAND	280.00			
287964	02/10/2020	PRINTED	253160 SCRAMBLIN FEEDS	351.50			
287965	02/10/2020	PRINTED	253453 SLICK SHIRTS SCREEN PRINT	779.79			
287966	02/10/2020	PRINTED	253512 SMART START MICHIGAN	3,657.00			
287967	02/10/2020	PRINTED	263243 TELEFLEX LLC	2,215.50			
287968	02/10/2020	PRINTED	263255 TESTAMERICA LABORATORIES	286.80			
287969	02/10/2020	PRINTED	273533 UNIFIRST CORP	919.11			
287970	02/10/2020	PRINTED	283007 VANCES OUTDOORS, INC	290.00			
287971	02/10/2020	PRINTED	283215 VENDTEK WHOLESALE EQUIPTM	255.00			

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE

287972	02/10/2020	PRINTED	291365 PRAXAIR DISTRIBUTION INC	34.40			
287973	02/10/2020	PRINTED	291365 PRAXAIR DISTRIBUTION INC	157.97			
287974	02/10/2020	PRINTED	293016 WATERFORD AREA CHAMBER OF	195.00			
287975	02/10/2020	PRINTED	304456 WATERFORD TOWNSHIP DEVELO	100.00			
287976	02/10/2020	PRINTED	500246 MI MED INC	2,875.20			
161 CHECKS				CASH ACCOUNT TOTAL	705,370.12	.00	

Advance Check Already Marked.
Jan -> Feb 6 2020

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FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
287726	01/28/2020	PRINTED	011790 AT&T	1,400.75			
287727	01/28/2020	PRINTED	023587 HILLARIE F BOETTGER PLLC	350.00			
287728	01/28/2020	PRINTED	031840 TGA ASSOCIATES INC	400.00			
287729	01/28/2020	PRINTED	032589 MILFORD CONTRACTING	100.00			
287730	01/28/2020	PRINTED	033721 ROSS HOMES INC	100.00			
287731	01/28/2020	PRINTED	033723 ROYAL OAK & BIRMINGHAM AW	100.00			
287732	01/28/2020	PRINTED	034010 BACKMEIER CONTRACTING	600.00			
287733	01/28/2020	PRINTED	036122 MARC & JODI BOHN	100.00			
287734	01/28/2020	PRINTED	036618 MNC & ANC PROFESSIONAL SE	100.00			
287736	01/28/2020	PRINTED	039771 EVER-DRY OF SOUTHEASTERN	300.00			
287737	01/28/2020	PRINTED	039951 FOUNDATION SYSTEMS OF MIC	300.00			
287738	01/28/2020	PRINTED	039951 FOUNDATION SYSTEMS OF MIC	100.00			
287739	01/28/2020	PRINTED	043626 CONSUMERS ENERGY	11,597.46			
287740	01/28/2020	PRINTED	053215 DELTA DENTAL	44,439.23			
287741	01/28/2020	PRINTED	053253 DTE ENERGY	20,403.97			
287742	01/28/2020	PRINTED	073317 SCOTT GOOD	107.25			
287743	01/28/2020	PRINTED	073398 TORI HEGLIN	34.50			
287744	01/28/2020	PRINTED	073674 CHRIS PETRES	101.50			
287745	01/28/2020	PRINTED	073825 JACK SUTHERLAND	107.25			
287746	01/28/2020	PRINTED	074918 JOE OKAIYE	34.50			
287747	01/28/2020	PRINTED	083466 FLEX ADMINISTRATORS INC	640.50			
287748	01/28/2020	PRINTED	083751 FRAIBERG & PERNIE PLLC	300.00			
287749	01/28/2020	PRINTED	093607 GOODBYE GEESE	1,000.00			
287750	01/28/2020	PRINTED	093861 JOSEPH P GRIMM	150.00			
287751	01/28/2020	PRINTED	103584 JOHN H HOLMES	700.00			
287752	01/28/2020	PRINTED	123042 KEVIN JANULIS	700.00			
287753	01/28/2020	PRINTED	163282 MEDMUTUAL LIFE	4,527.31			
287754	01/28/2020	PRINTED	183286 NEOFUNDS	1,154.89			
287755	01/28/2020	PRINTED	193456 DOUGLAS K OLIVER	525.00			
287756	01/28/2020	PRINTED	204547 OAKLAND COUNTY CLERK ASSO	75.00			
287757	01/28/2020	PRINTED	213454 NANCY PLASTERER	1,050.00			
287758	01/28/2020	PRINTED	251035 SAMS CLUB DIRECT	626.44			
287759	01/28/2020	PRINTED	254851 STANDARD INSURANCE COMPAN	6,548.30			
287760	01/28/2020	PRINTED	273570 UNITED HEALTH CARE	88.96			
287761	01/31/2020	PRINTED	013666 APOLLO FIRE APPARATUS	4,092.73			
287762	01/31/2020	PRINTED	014474 ALCOHOL DRUG ADMINISTRATI	1,942.00			
287763	01/31/2020	PRINTED	021380 BILLS PLBG & SEWER SERV I	185.00			
287764	01/31/2020	PRINTED	044062 CONTROLNET, LLC	6,000.00			
287765	01/31/2020	PRINTED	044214 CHARRON SERVICES	120.00			
287766	01/31/2020	PRINTED	051445 DLZ MICHIGAN, INC	280.00			
287767	01/31/2020	PRINTED	053072 DR DANULOFF	812.00			
287768	01/31/2020	PRINTED	064008 ELECTRONIC MONITORING SYS	345.75			
287769	01/31/2020	PRINTED	073855 JENNIFER THOM	31.40			
287770	01/31/2020	PRINTED	083622 FOSTER SPECIALTY FLOORS	5,122.50			
287771	01/31/2020	PRINTED	093833 GUARDIAN ENVIRONMENTAL SE	6,954.29			
287772	01/31/2020	PRINTED	093840 LOOMIS FARGO & CO	1,074.48			
287773	01/31/2020	PRINTED	093862 GRANITE INLINER, LLC	89,892.00			
287774	01/31/2020	PRINTED	123023 JAIL ALTERNATIVES FOR MIC	98.00			
287775	01/31/2020	PRINTED	123047 ROBERT JAVERY	13.72			
287776	01/31/2020	PRINTED	161140 MCNABS HARDWARE	71.23			
287777	01/31/2020	PRINTED	163476 MIDWEST TAPE	1,062.98			
287778	01/31/2020	PRINTED	163502 MISTRAS GROUP	2,300.00			

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FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
287779	01/31/2020	PRINTED	193074 MEDIA NEWS-21CM ADVERTISI	106.95			
287780	01/31/2020	PRINTED	193277 OFFICIAL PAYMENTS CORP	154.41			
287781	01/31/2020	PRINTED	211220 MCLAREN OAKLAND	420.00			
287782	01/31/2020	PRINTED	233852 QUALITY FIRE SERVICES	27.50			
287783	01/31/2020	PRINTED	243040 PENGUIN RANDOM HOUSE LLC	23.25			
287784	01/31/2020	PRINTED	263249 TELECOM TECHNICIANS, INC	1,336.49			
287785	01/31/2020	PRINTED	274540 UNEMPLOYMENT INSURANCE AG	13,998.69			
287786	01/31/2020	PRINTED	500228 KIESLER POLICE SUPPLY	4,998.00			
287787	02/04/2020	PRINTED	023272 MARCEL BENAVIDES	300.00			
287788	02/04/2020	PRINTED	043626 CONSUMERS ENERGY	9,339.75			
287789	02/04/2020	PRINTED	044220 CHASE CARD SERVICES	130.17			
287790	02/04/2020	PRINTED	053253 DTE ENERGY	17,388.39			
287791	02/04/2020	PRINTED	073110 CHESTER BARTLE	649.96			
287792	02/04/2020	PRINTED	073352 WILLIAM HIMMELSPACH	100.00			
287793	02/04/2020	PRINTED	073352 SALLY HIMMELSPACH	100.00			
287794	02/04/2020	PRINTED	073698 ROBERT REYNOLDS	100.00			
287795	02/04/2020	PRINTED	073866 EMILLIE TARSIN	249.15			
287796	02/04/2020	PRINTED	093026 RICHARD GALAT	300.00			
287797	02/04/2020	PRINTED	093702 JUDITH GRACEY	100.00			
287798	02/04/2020	PRINTED	103584 JOHN H HOLMES	300.00			
287799	02/04/2020	PRINTED	103644 JULIE HOFLEY	50.00			
287800	02/04/2020	PRINTED	123048 SHATHA JAZRAWI	393.55			
287801	02/04/2020	PRINTED	143400 PRIYA KIKANI	93.26			
287802	02/04/2020	PRINTED	161067 ROBERT MCCORMICK	800.00			
287803	02/04/2020	PRINTED	163475 MECRA	130.00			
287804	02/04/2020	PRINTED	163508 FERGUSON WATERWORKS #3386	4,575.02			
287805	02/04/2020	PRINTED	174165 MICHIGAN DISTRICT JUDGES	450.00			
287806	02/04/2020	PRINTED	183286 NEOFUNDS	77.81			
287807	02/04/2020	PRINTED	204322 OAKLAND MACOMB FIRE PREVE	525.00			
287808	02/04/2020	PRINTED	213057 B JILL PALULIAN	161.31			
287809	02/04/2020	PRINTED	213608 SCOTT POWERS	300.00			
287810	02/04/2020	PRINTED	243228 STELLA REYES	180.00			
287811	02/04/2020	PRINTED	243662 ROOF ONE, LLC	14,250.00			
287812	02/04/2020	PRINTED	254845 BRADLEY STOUT	800.00			
287813	02/04/2020	PRINTED	271016 US BANK EQUIPMENT FINANCE	125.82			
287814	02/04/2020	PRINTED	291320 WICKLANDER-ZULAWSKI & ASS	2,385.00			
287815	02/04/2020	PRINTED	293355 WILBUR WHITE JR	2,550.00			
89 CHECKS CASH ACCOUNT TOTAL				297,230.37	.00		