

CHARTER TOWNSHIP OF WATERFORD  
5200 CIVIC CENTER DRIVE  
WATERFORD, MICHIGAN 48329

FEBRUARY 10, 2020  
6:00 PM  
-AGENDA-

1. Approve Agenda
2. Announcements

- 2.I. Monthly Paper Recycling

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.II. Tuesday Teens

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.

Documents:

[LIBRARY - TUESDAY TEENS.JPG](#)

- 2.III. Taxes Due February 14th

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](http://www.waterfordmi.gov/taxes). If you have any questions please call the Treasurer's Office on 248-674-6220.

- 2.IV. Mardi Gras Sur Samedi

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.

Documents:

[MARDI GRAS SUR SAMEDI.JPG](#)

- 2.V. State Of The Township

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](http://www.waterfordchamber.org)

2.VI. 21st Annual Taste Of Waterford

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](http://2020wcfytaste.eventbrite.com)

2.VII. Single Residential Waste Hauler

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](http://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](http://www.waterfordmi.gov) for information about service suspension options and delay of cart delivery.

2.VIII. Enhanced Evening Storytime

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.

Documents:

[20200121 STORYTIME EVENING 2020.JPG](#)

2.IX. Absentee Ballots

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.

Documents:

[021020 ABSENTEE VOTER BALLOTS MAILED.PDF](#)

2.X. Waterford Goodfellows - Thank You

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, Montissouri Schools, Krogers, K.A. Paul Landscape, Treasurers of to Morrow, Great Pontiac Host Committee, Our Lady of the Lakes Church

2.XI. Census Day 2020

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](http://2020census.gov) or call 800-923-8282

## 2.XII. REAL ID-Compliant Driver's License And State ID

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](http://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](http://Michigan.gov/SOSAppointments).

Documents:

[REAL ID READY.PNG](#)

## 3. Awards & Presentations

### 3.I. Recognition Of Promotion And Newly Hired Police Officers

Documents:

[POLICE PROMOTION.PDF](#)

## 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.I. January 27, 2020, Meeting Minutes

Documents:

[M01-27-20.PDF](#)

### 4.II. February 10, 2020, Bill Payment

Documents:

[BILL PAYMENT FEB 10.PDF](#)

### 4.III. 51st District Court 2019-2015 Caseload And Financial Trend Review

Documents:

[51ST DISTRICT COURT 2019-2015 CASELOAD AND FINANCIAL TREND REVIEW.PDF](#)

### 4.IV. Receive The Department Of Public Work's November 2019 Report

Documents:

[DPW MONTHLY UTILITY REPORT FORM - NOVEMBER 2019.PDF](#)

4.V. Receive The Library's December 2019 Report

Documents:

[LIBRARY REPORT - DECEMBER 2019.PDF](#)

4.VI. Nature Center Advisory Board Reappointments - Aubrey Golden And Murray Day

Documents:

[NATURE CENTER GOLDEN AND DAY.PDF](#)

4.VII. Appoint Roman Wasylkevych To Parks And Recreation Board

Documents:

[APPOINT ROMAN WASYLKEVYCH TO PARKS AND RECREATION BOARD.PDF](#)

4.VIII. Appointment Of Jerry Frericks As Zoning Board Of Appeals Alternate

Documents:

[ZBA FRERICKS.PDF](#)

4.IX. Banner Application - Waterford Chamber Of Commerce

Documents:

[BANNER APPLICATION - WATERFORD CHAMBER.PDF](#)

5. Board Liaison Reports (Verbal)

6. Open Business

6.I. Possible Adoption Of Ordinance 2020-003; Fire Prevention Code Ordinance Amendment

Documents:

[2020-003 FIRE CODE UPDATE 2009 TO 2015 1-22-20.PDF](#)

7. Introduction

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

Documents:

[REZONING CASE 3550 WATKINS LK RD.PDF](#)

8. New Business

8.I. Michigan Indigent Defense Commission (MIDC) Grant Contact For FY2020 And Interlocal Agreement With Oakland County

Documents:

[LTR TO BD RE MIDC AND COUNTY CONTRACTS.PDF](#)

[RES APPROVING INTERLOCAL MIDC AGMT WITH COUNTY.CLEANED.PDF](#)  
[INTERLOCAL MIDC AGMT WITH COUNTY.PDF](#)  
[GRANT CONTRACT WITH MIDC FOR FY2020.PDF](#)

8.II. Hiring Of Superintendent Of Planning And Zoning - Jeffrey Polkowski

Documents:

[MEMO TO BOARD - SUPERINTENDENT OF PLANNING ZONING DIVISION.PDF](#)

8.III. Ms. Rachel Woolcox Promotion To DPW Staff Analyst

Documents:

[RACHEL WOOLCOX TO STAFF ANALYST REQUEST 02042020.PDF](#)

8.IV. DPW Engineer Job Description Revision

Documents:

[DPW ENGINEER JD REVISIONS REQUEST 02042020.PDF](#)

8.V. DPW Dump Truck Purchase

Documents:

[DUMP TRUCK CHASSIS PURCHASE REQUEST 02042020.PDF](#)

8.VI. DLZ Water Main Engineering & Surveying Proposal For West Highland Road

Documents:

[DLZ 2020 WM REPLACEMENT M59 REQUEST 02042020.PDF](#)

8.VII. Public Comments Limited To Three (3) Minutes Per Topic

In conformance with the Americans with Disabilities Act, large-print agendas and minutes are available upon request. Barrier-free parking and access are also available at town hall. For the hearing impaired, there are four available headsets on a first come basis. Minutes are available upon request at the clerk's department, and on the Township's web site.

# TUESDAY TEENS

For 6<sup>th</sup> – 12<sup>th</sup> graders

Join us in our Community Room to hang out with friends and make new ones. Drop in anytime – no registration required.

**Every 2<sup>nd</sup> & 4<sup>th</sup> Tuesday (September – May)**  
**3:30 pm – 5:00 pm**

Tuesday Teens will not be held on December 24<sup>th</sup>, March 10<sup>th</sup>, and Tuesdays when the Waterford School District is closed for inclement weather.

# Mardi Gras su

Saturday, February

10:30-11:30

Ages 6+

Located in Children's Dept

*No registration r*

Celebrate Mardi Gras a little  
(Samedi) with masks, crafts,





Enha

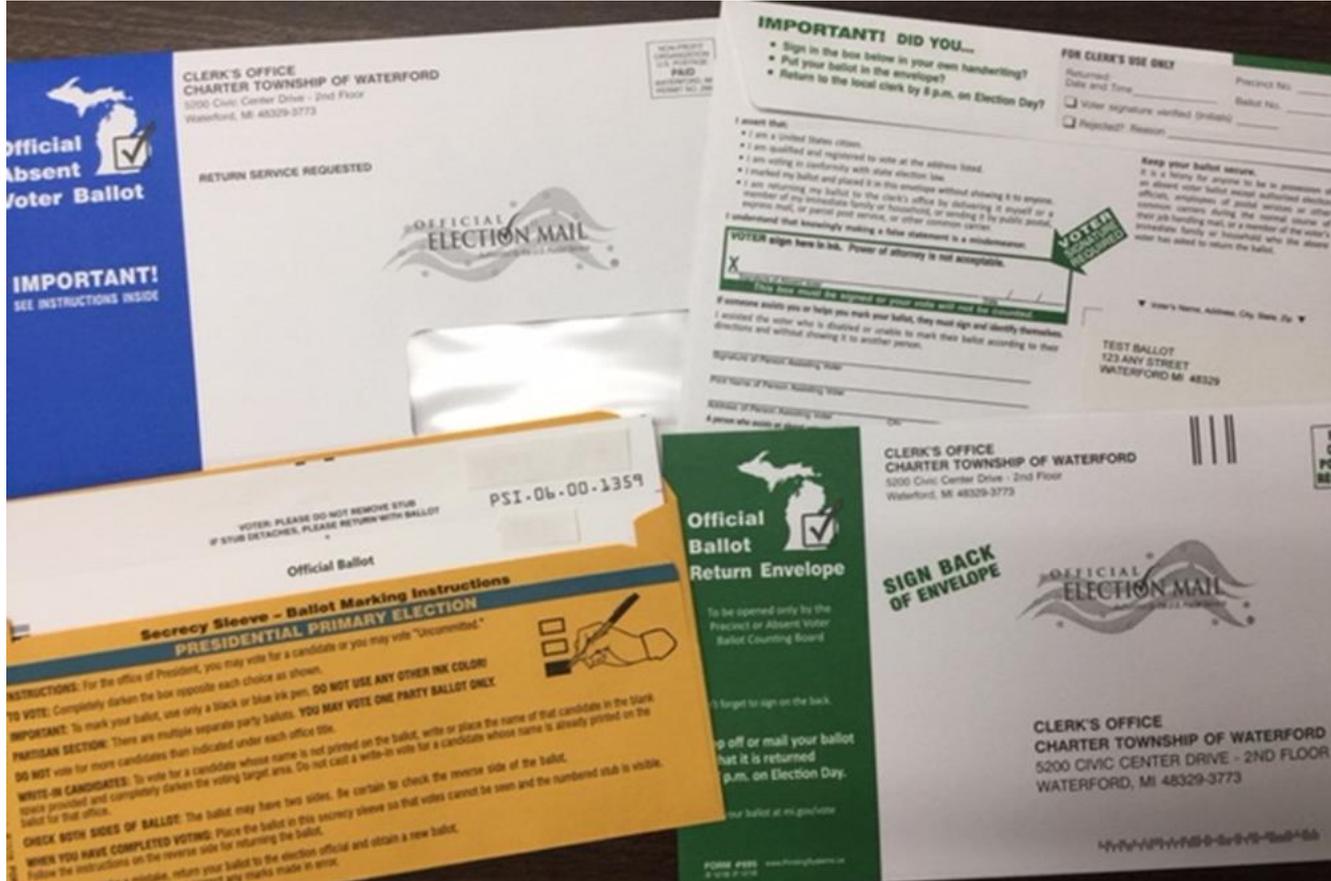
**We will be meeti**  
**Thursday's durin**

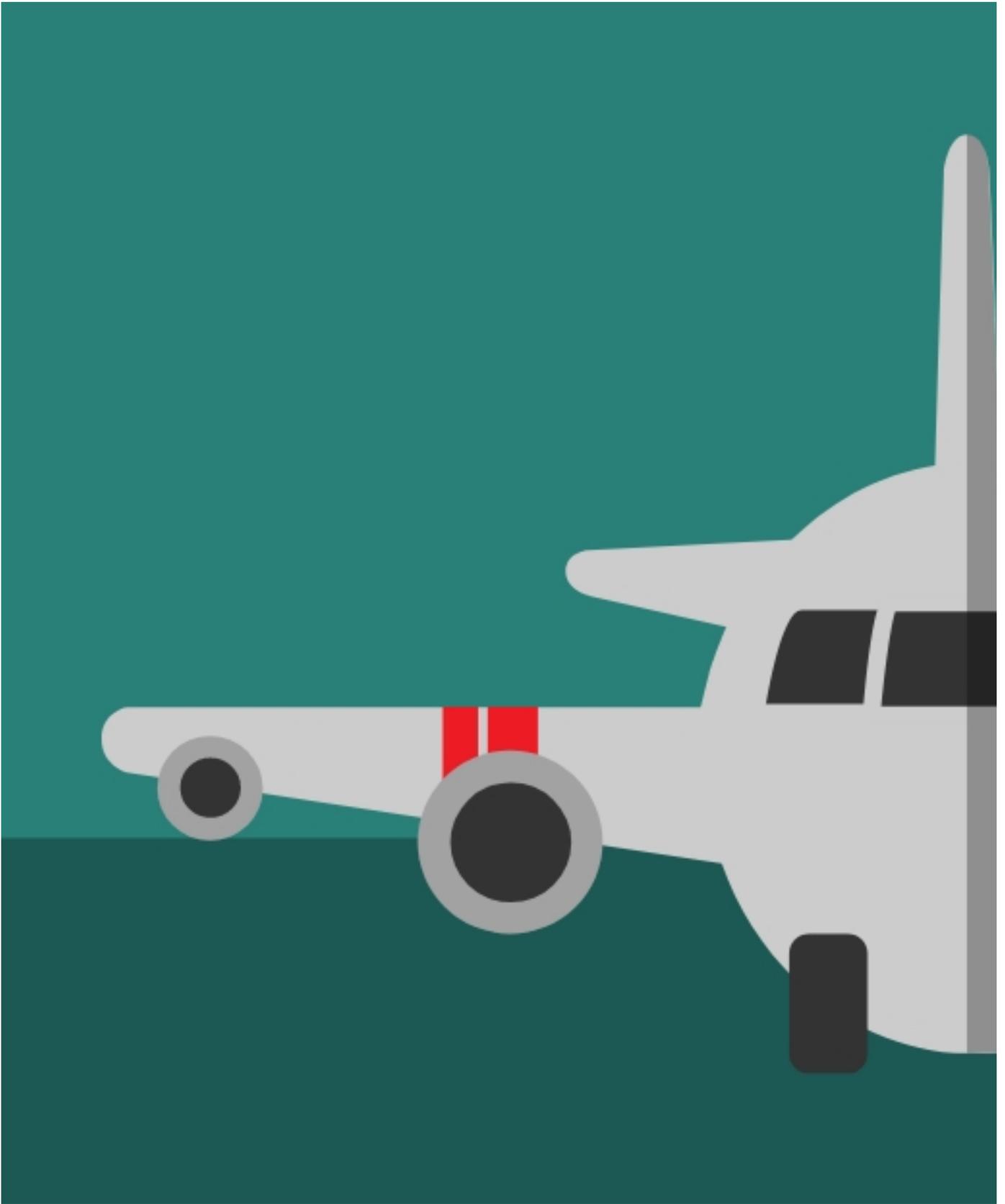
• The first storyti

Ages 6 months-

# Absentee Voter Ballots Have Mailed!

If you are an Absentee Voter, look for a BLUE and WHITE envelope sometime this week in your mail. Your ballot must be returned by 8:00 p.m. March 10<sup>th</sup>, 2020 for it to be counted. The sooner the better is always best. Feel free to use our drop box 24/7 (anytime) located by the Police Department.





**Promotion** to: Sergeant

William "Danny" Himmelspach

**Appointments** to: Police Officer – Full Time

Michael Gross

Yin Chun "Joy" Wang

Jude Sundquist

Michael Knapp

Jennifer Mamola

Kyle Hulscher

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**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:**

Vaughn Wagner  
Ruth Wagner  
Crystal McCready  
Steve McCready  
Bruce Lay  
Beverly Lay  
Jan Kuirsky  
Paula Moore

Chase Siburt  
Jason Herr  
Joan Rogers  
Jean Polk  
Matt Covey  
Jamie Burchett  
Jodi Burchett  
Wayne Peruski

John Peruski  
Carl Wallace  
Evelyn Thompson  
Grant Smith  
Richard Vitasinski  
Patty Vitasinski  
Tom Miller

Supervisor Gary Wall called the meeting to order at 6:00 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** January 27, 2020

Moved by Bartolotta;

Seconded by Frasca, RESOLVED, to approve the January 27, 2020 agenda, as printed.

Motion carried unanimously.

**2. ANNOUNCEMENTS**

**2.1** Morning storytime sessions are held Tuesdays and Wednesdays in the Storytime & Craft Room. Session 1 will be held January 14 - February 12, 2020. Sessions are designed for specific ages. Contact the Children's desk, 248-618-7693 to find out which is the right fit for your child. No registration required.

**2.2** Enhanced Evening Storytime will be held Tuesdays and Thursdays, 6:30 p.m. beginning January 21st. 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.

**2.3** 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.

- 2.4 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](http://2020census.gov) or call 800-923-8282
- 2.5 Join the Waterford Area Chamber 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 Commerce office or on their website at [www.waterfordchamber.org](http://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](http://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](http://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](http://www.waterfordmi.gov) for information about service suspension options and delay of cart delivery.
- 2.8 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](http://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](http://Michigan.gov/SOSAppointments).

### 3. Awards & Presentations

#### 3.1 Ms. Jodi L. Burchett, State of Michigan Drinking Water D2 Certified Operator

Russ Williams, Director of Department of Public Works, presented the following regarding Ms. Burchett.

Ms. Burchett has successfully completed the State of Michigan Department of Environment, Great Lakes and Energy (EGLE) Drinking Water Certification Examination for a D2 license, the second highest level of certification for a Drinking Water Limited Treatment Operator.

Ms. Burchett has been with Waterford Township's DPW since October of 2014. Starting as an Account Clerk II, then, transferring to the Water Supply Operator IV October of 2016. Ms. Burchett passed the State of Michigan D4 Drinking Water Certified Operator examination in May of 2017, fulfilling her teamster's contractual agreement of attaining the Michigan D4 Drinking Water Certified Operator license to maintain a full Water Supply Operator IV status on the Teamster's career ladder. November 1<sup>st</sup> 2017 Ms. Burchett successfully completed her State of Michigan D3 Drinking Water Certified Operator exam.

Ms. Jodi L. Burchett, State of Michigan Drinking Water D2 Certified Operator

It is an honor to announce Ms. Burchett has reached the next level on the Teamster's career ladder, a promotion to Water Supply Operator II. Ms. Burchett successfully accomplished her long fought goal of the State of Michigan D2 Drinking Water Certified Operator Examination on November 6, 2019.

Please join the very proud DPW in congratulating Ms. Jodi L. Burchett as Waterford Township's newest, State of Michigan's Drinking Water Certified D2 Operators.

Mr. Williams and the Board of Trustees congratulated Ms. Burchett.

**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 13, 2020, Meeting Minutes
- 4.2 January 27, 2020, Bill Payment
- 4.3 Receive the Treasurer's Office December 2019 Report

Moved by Bartolotta,

Seconded by Frasca, RESOLVED, to approve Consent Agenda items 4.1 through 4.3. A roll call vote was taken.

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

Nays: None

Absent: None

Motion carried unanimously.

**5. Board Liaison Reports (Verbal)**

Trustee Bartolotta, Planning Commission

A Youth Assistance meeting was held on January 15, 2020. The annual Youth Recognition night is March 18, 2020, at WKHS. The Next meeting is 2/19 at the CAI. They are always looking for more volunteers.

Steve Thomas, Cable Commission

Trustee Thomas advised that Mr. Heitzeg passed away on January 22, 2020. Mr. Heitzeg retired from the Waterford School District in 2002 after 40 years of service with 8 years as the district's superintendent.

Clerk Markee

Clerk Markee made a friendly reminder for the following Library events.

- Saturday storytime: Elephant & Piggie Stories. Join us for some readings of Mo Willem's great Elephant & Piggie stories and make a fun craft. No registration required. Saturday, February 1, 10:30 a.m. – 11:15 a.m.

- Used Book Sale by the Waterford Friends of the Library. Saturday, FEB 1, 10:00 a.m. – 1:30 p.m. Sunday, FEB 2, 1:00 p.m. – 4:00 p.m. Bag sale @ \$5/bag all day Sunday.
- Computer Basics for the Computer Shy, a class covering the basics of a computer including the parts, procedures for use, and how to move a mouse. This class is for complete computer BEGINNERS! Saturday, FEB 1, 10:15 a.m. – 11:30 a.m. in the Library Conference Room.
- Internet 101 class covering the basics of getting online, viewing web pages, and doing basic Internet searches. This class is for Internet BEGINNERS who have a basic computer knowledge and know how to move a mouse. Saturday, FEB 7, 10:15 a.m. – 11:30 a.m. in the Library Conference Room.

Clerk Markee made a friendly reminder for the following Parks and Recreation events.

- Spaghetti Dinner will be held on Friday, February 7th, from 4:00 p.m. - 6:30 p.m., at the Waterford Recreation Center. All you can eat: Spaghetti, salad, coleslaw & breadsticks for \$8 00 ages 12 years and older, \$4.00 for ages 4-11 years, and 3 & under FREE.
- In January we had 312 in attendance and brought in \$2,123.15 to support Lifelong Recreation Programming offered by the Waterford Parks and Recreation Department
- Sign up now for spring and summer sports:
  - Youth Soccer Registration ends March 22<sup>nd</sup>.
  - Adult Softball League Registration ends April 10<sup>th</sup>.
  - Summer Ball (t-ball through fast pitch) Registration ends May 3<sup>rd</sup>.

Trustee Joliat

The Drayton Plains Nature Center announced that they will be holding Hay Rides in October. The March meeting will be held at the Rec Center due to better lighting and accessibility, and the new Care Taker has moved in. The ZBA meetings start in February.

## 6. Open business

### 6.1 Possible Adoption of Ordinance 2020-001; Floodplain Permit Exemption Repeal Ordinance

The following memo was received from Stacy St. James, Environmental Coordinator, Development Services.

The enclosed proposed amendment to the Flood Damage Prevention and Control Ordinance in Article II of Chapter 8 of the Charter Township of Waterford Code of Ordinances proposes to delete Section 8-051. Actions not requiring permit.

This proposal is in response to a recently received communication from a representative of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) regarding a Community Assistance Visit (CAV) originally conducted by the EGLE in 2013. The State conducts CAV's on behalf of the Federal Emergency Management Agency (FEMA). The purpose of the CAV is part informational and part audit of a community's performance in the National Flood Insurance Program (NFIP). Waterford participates in the NFIP, allowing flood insurance to be available for any property located within the Township. As a condition of participation, FEMA requires that the floodplain regulations be enforced. The current floodplain ordinance includes Section 8-051, which lists actions not requiring a permit. In order to meet NFIP requirements, ALL development within the floodplain needs to go through a floodplain review. There should not be any exemptions to the floodplain development in the ordinance. Therefore, it is being proposed to delete this section of the ordinance. The State has recently confirmed that this amendment would meet the requirements as requested. A "marked-up" copy of the proposed changes is included for reference.

If there are any questions with these requests, please feel free to contact me before the meeting.

Possible Adoption of Ordinance 2020-001; Floodplain Permit Exemption Repeal Ordinance Continued.

**CHARTER TOWNSHIP OF WATERFORD  
ORDINANCE NO. 2020-001**

**FLOODPLAIN PERMIT EXEMPTION REPEAL ORDINANCE**

An Ordinance to provide for compliance with the National Flood Insurance Program as administered by the Michigan Department of Environment, Great Lakes, and Energy by repealing Section 8-051 in Division 1 of Article II of Chapter 8 of the Waterford Charter Township Code.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

**Section 1 of Ordinance**

Section 8-051 in Division 1 of Article II in Chapter 8 of the Waterford Charter Township Code that reads as follows is hereby repealed in its entirety.

**Sec. 8-051. Actions not requiring permit.**

The following uses are allowed in those areas designated in Sections 8-048 and 8-049 without a permit, subject to any required Township Engineer determinations being first obtained in writing:

- (a) Conservation of natural habitats, soil, vegetation, water, fish and wildlife.
- (b) Outdoor recreation including play and sporting areas; field trails for nature study, hiking and horseback riding, swimming, skin diving, boating, trapping, hunting (as permitted by local ordinance) and fishing where otherwise legally permitted and regulated.
- (c) Grazing, farming, gardening and harvesting of crops, and forestry and nursery practices where otherwise legally permitted and regulated.
- (d) Dams and other water control devices, and temporary alteration or diversion of water or circulation for emergency maintenance or aquaculture purposes, if in compliance with state statutes.
- (e) Public and/or privately owned boat launching and landing facilities, and fishing docks which have obtained the necessary state permits.
- (f) Public and/or private rafts and diving platforms, slides, swings and other water recreation devices.
- (g) Municipal or utility use such as waterworks, sewer lines, pumping stations, transmission lines, parks and recreation facilities, when involving any alteration of existing natural conditions of special flood hazard areas.
- (h) Driveways, streets, culverts and bridges where alternative means of access are proven to be impractical by the Township Engineer.
- (i) Other uses, which after review by the Township Engineer, are determined to be in keeping with the intent of this Article.

**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.

Possible Adoption of Ordinance 2020-001; Floodplain Permit Exemption Repeal Ordinance Continued.

CHARTER TOWNSHIP OF WATERFORD

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kimberly F. Markee, Township Clerk

Introduced: January 13, 2020  
Published:  
Adopted:  
Published:

Supervisor Wall opened for public comment at 6:19 p.m. and closed public comments at 6:20 p.m. No one addressed the Board of Trustees.

Moved by Markee,  
Seconded by Thomas; RESOLVED, to adopt the Flood Damage Prevention and Control Ordinance Amendment 2020-001. A roll call vote was taken.

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

Motion carried unanimously.

**6.2 Possible Adoption of Ordinance 2020-002; Designated Residential Waste Hauler Ordinance Amendment**

**CHARTER TOWNSHIP OF WATERFORD  
ORDINANCE NO. 2020-002**

**DESIGNATED RESIDENTIAL WASTE HAULER ORDINANCE AMENDMENT**

An Ordinance to amend the invoice due date provisions of the Designated Residential Waste Hauler Ordinance in Division 1A of Article III in Chapter 9 of the Waterford Charter Township Code.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

**Section 1 of Ordinance**

Section 9-066 in Division 1A, Designated Residential Waste Hauler, of Article III, Waste Materials Control, in Chapter 9, Health and Sanitation, of the Waterford Charter Township Code is amended to read as follows:

**Sec. 9-066. - Responsibility and invoices for services and delinquencies.**

Possible Adoption of Ordinance 2020-002; Designated Residential Waste Hauler Ordinance Amendment Continued.

(a) The designated solid waste hauler shall bill for services in advance by sending an invoice directly to each residential premises for which services are to be provided. The invoices shall be in accordance with the rates established by the township board under Section 9-065.

(b) Invoices shall be in writing and transmitted to customers prior to the beginning of the billing period for which the charges are imposed and shall conspicuously note the due date for payment and any late penalty that will apply and be payable after that date.

(c) The due date for payment of invoices shall be at least 45 days after the transmittal date of the invoice and 30 days after the start of the billing period for which the charges are imposed.

(d) If an invoice is not paid by the due date, a late payment penalty in an amount approved by the township board under Section 9-065 shall accrue on the unpaid invoice amount and be payable, collectable, and enforceable as provided in this Section.

(e) If an invoice is not paid by the due date, it shall be considered delinquent and the designated waste hauler shall send a written notice of delinquency and the late payment penalty to the customer. The notice of delinquency shall include written notice that if the delinquent charges and late payment penalty are not paid, they will be added to the township tax bill for the property as provided in Section 9-067, and how the notice of delinquency may be disputed with the designated waste hauler.

(f) The payment of all invoices and late payment penalties shall be a personal obligation of the owner of the residential premises for which the services are provided and shall be secured by a lien on that residential premises until paid in full.

**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 January 27, 2020

CHARTER TOWNSHIP OF WATERFORD

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kimberly F. Markee, Township Clerk

Introduced: January 13, 2020  
Adopted: January 27, 2020  
Published:

Possible Adoption of Ordinance 2020-002; Designated Residential Waste Hauler Ordinance Amendment Continued.

Moved by Bartolotta,  
Seconded by Joliat, to adopt The Designated Residential Waste Hauler Ordinance Amendment 2020-002. A roll call vote was taken.

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

Motion carried unanimously.

**6.3 Resolution Establishing Designated Waste Hauler Late Payment Penalty**

**CHARTER TOWNSHIP OF WATERFORD  
RESOLUTION ESTABLISHING DESIGNATED WASTE HAULER  
LATE PAYMENT PENALTY**

**RECITALS:**

A. On August 26, 2019, the Board of Trustees awarded a five (5) year Single Residential Waste Hauler Contract to GFL Environmental USA, Inc. ("GFL"), and adopted a Designated Residential Waste Hauler Ordinance as part of Ordinance No. 2019-006.

B. Sections 9-065 and 9-066(d) of the Designated Residential Waste Hauler Ordinance require the Board of Trustees to adopt a resolution specifying the late payment penalty that shall accrue and be payable, collectable, and enforceable on GFL's invoices that are not paid by the date they are due.

**IT IS THEREFORE RESOLVED** that the late payment penalty on GFL's invoices that are not paid by the date payment is due shall be ten (10%) percent of the unpaid amount.

**CERTIFICATION**

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on January 13, 2020.

Charter Township of Waterford

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kimberly Markee, Township Clerk

Moved by Joliat,  
Seconded by Frasca; **RESOLVED**, to adopt the Resolution Establishing Designated Waste Hauler Late Payment Penalty. A roll call vote was taken.

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

Motion carried unanimously.

Trustee Bartolotta read the Resolution Establishing Designated Waste Hauler Late Payment Penalty.

Chase Siebert, addressed the Board regarding single source residential waste hauler. Supervisor Wall requested Mr. Siebert wait until the public comments portion of the meeting.

**7. Introduction**

**7.1 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**

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.

Fire Prevention Code Ordinance Amendment; 2020-003 Continued.**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.

***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.

Fire Prevention Code Ordinance Amendment; 2020-003 Continued.**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 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:**

Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

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.

**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

Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

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 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

Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

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.

**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.

Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

**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.

**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.

Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

**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. 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.

Fire Prevention Code Ordinance Amendment; 2020-003 Continued.

**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:

Moved by Markee,  
Seconded by Joliat; RESOLVED, to introduce the Fire Prevention Code Ordinance Amendment 2020-003; furthermore, to place on the February 10, 2020 board meeting agenda for possible adoption.

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

Motion carried unanimously.

**8. New Business**  
**8.1 Resolution to Adopt Poverty Exemption Policy & Guidelines For 2020**

Ms. Paula Moore, Township Assessor, presented the following Policy and Guidelines for Poverty Exemptions and Resolution to Adopt Poverty Exemption Policy and Guidelines for 2020

**POLICY AND GUIDELINES FOR POVERTY EXEMPTIONS**

In accordance with Public Act (P.A.) 390 of 1994, guidelines for a Poverty Exemption must be set by the local governing body. Guidelines for the Charter Township of Waterford are as follows:

Resolution to Adopt Poverty Exemption Policy & Guidelines For 2020 Continued.

**APPLICATION PROCEDURE**

1. All applicants must obtain the Poverty Exemption Application from the Township Assessor’s Office. Please call (248) 674-6270 for assistance.
2. Applicants will not be eligible for consideration if the income, as reported on their income tax form, is greater than the income levels listed below:

| <b>Size of Family Unit</b> | <b>2020 Poverty Income Guidelines**</b> |
|----------------------------|---|
| 1                          | \$12,490                                |
| 2                          | \$16,910                                |
| 3                          | \$21,330                                |
| 4                          | \$25,750                                |
| 5                          | \$30,170                                |
| 6                          | \$34,590                                |
| 7                          | \$39,010                                |
| 8                          | \$43,430                                |
| Each additional person     | Add \$4,420/person                      |

\*\*All guidelines are based on the Federal poverty level established by P.A. 390 of 1994 and further amended by P.A. 620 of 2002.

3. All applicants must own and occupy the property being appealed as their principal residence. If requested, a valid driver’s license, deed, land contract, or other evidence of ownership or identification must be produced.
4. All applicants must fill out our application form in its entirety and return it to this office, except as noted in item no. 1 above.
5. All members of the household must submit, if applicable, the immediately preceding year or current year copies of:
  - A. Federal Income Tax Return – 1040 or 1040A
  - B. State of Michigan General Homestead Property Tax Claim MI-1040CR
  - C. Statement from Social Security Administration and/or Michigan Social Services as to monies received during the previous year.
  - D. Alimony, child support and military family allotments or other regular support from an absent family member or someone not living in the household.
6. FAILURE TO SUPPLY THE REQUESTED INFORMATION WILL NEGATE THE APPLICATION BEING PROCESSED.

Resolution to Adopt Poverty Exemption Policy & Guidelines For 2020 Continued.**EVALUATION PROCEDURE**

1. Applications may be reviewed by the Board of Review without the applicant being present. However, the Board may request that any and all applicants be physically present to respond to any questions the Board or Assessor may have. This means that an applicant could be called to appear on short notice.
2. At this meeting, an applicant should be prepared to answer questions regarding their financial affairs, health, the status of people living in their home, etc.
3. The Board of Review will apply a three-part test to determine the eligibility and the amount of the exemption.
  - A. **THE INCOME TEST:** An eligible applicant will pay a tax equal to three and a ½ percent (3.5%) of their total income after considering the property tax credit feature of the State of Michigan Income Tax.
  - B. **THE ASSET TEST:**
    - i. The residence where the applicant claims the Principal Residence Exemption and one vehicle are **not** considered in the Asset Test.
    - ii. The asset threshold for Waterford Township is \$25,000 for one person living in the household and \$35,000 for two or more people living in the household.
    - iii. Assets include, but are not limited to: real estate other than principal residence, personal property, additional motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
    - iv. If the values of the applicant's assets are of an amount which would indicate that a condition of poverty is not indicated, then a poverty exemption **may** be denied.
  - C. **THE INCOME FROM OTHER SOURCES TEST:** If the Board of Review determines that the applicant has or should have income from other sources, such as relatives, dependents or friends, they may add this income to the applicant's reported income and if the resulting sum of these incomes is greater than the stated household income guidelines, then a poverty exemption may be denied. If the amount of this income is added to the applicant's reported income and the resulting sum is less than the stated household income guidelines, then a poverty exemption may be granted.
4. The Assessor and the Board of Review must agree as to the disposition of the poverty claim for the exemption to be granted.
5. Any successful applicant may be subject to personal investigation by the Township. This would be done to verify information submitted or statements made to the Assessor, Supervisor or Board of Review in regard to their property tax abatement claim.
6. The Assessor will keep minutes of all proceedings before the Board of Review and all meetings must be held in a municipal building.
7. A person filing a poverty exemption claim is not prohibited from also appealing the Assessed Value on the property for which that claim is made before the March Board of Review in the same year.

Resolution to Adopt Poverty Exemption Policy & Guidelines For 2020 Continued.

8. The Board of Review shall follow the policy and guidelines of the Township of Waterford in granting or denying an exemption under this section unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and guidelines. The substantial reasons shall be communicated in writing to the claimant.

**RESOLUTION TO ADOPT POVERTY EXEMPTION  
POLICY AND GUIDELINES FOR 2020**

**WHEREAS**, the adoption of guidelines for poverty exemptions is required of the Township Board of Trustees; and

**WHEREAS**, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

**WHEREAS**, pursuant to PA 390 of 1994, the Township of Waterford, Oakland County, adopts the following guidelines and those on the attached Policy and Guidelines for Poverty Exemptions for the Board of Review to implement. The guidelines shall include, but not be limited to, the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year; and

**WHEREAS**, in order to qualify for a poverty exemption, property owners must submit an application using the form attached to this Resolution. The Board of Review shall consider the income and asset guidelines listed below along with the attached Policy and Guidelines for Poverty Exemptions for Waterford Township.

**Income:** The income guidelines shall be the Federal Poverty Guidelines as follows:

| <b>Size of Family Unit</b> | <b>2020 Poverty Income Guidelines**</b> |
|----------------------------|---|
| 1                          | \$12,490                                |
| 2                          | \$16,910                                |
| 3                          | \$21,330                                |
| 4                          | \$25,750                                |
| 5                          | \$30,170                                |
| 6                          | \$34,590                                |
| 7                          | \$39,010                                |
| 8                          | \$43,430                                |
| Each additional person     | Add \$4,420/person                      |

**Asset Test:** To be eligible for a poverty exemption for 2020, assets (excluding the principal residence and one vehicle) shall not exceed \$25,000 for one person and \$35,000 for two or more people living in the household.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Assessor and Board of Review shall follow the above-stated policies and federal guidelines (and the Policy and Guidelines attached hereto) in granting or denying an exemption, unless the Assessor and Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policies and federal guidelines and these reasons are communicated in writing.

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 January 27, 2020.

Waterford Township Clerk

Date

Resolution to Adopt Poverty Exemption Policy & Guidelines For 2020 Continued.

Moved by Joliat,

Seconded by Markee; RESOLVED, to adopt the Resolution to Adopt Poverty Exemption Policy and Guidelines for 2020. A roll call vote was taken.

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

Nays: None

Absent: None

Motion carried unanimously.

## 8.2 2020 Fire Engine Purchase

The following memo was received from Fire Chief Covey.

During the 2020 budget hearings, the Township Board approved the purchase of a fire engine. We have the next engine ready to order duplicating our late 2019 order after meeting with key personnel at the Fire Department and our fire truck dealer. This engine comes at a cost of \$509,977.51. If we choose to pay in full to Sutphen Corporation, the total cost will be **\$504,027.77** this purchase would come out of the Capital Vehicle Account 20630-97136 see below payment options.

Our previous orders use HGAC government pricing which has given us a great advantage to purchasing these trucks.

**Payment options:**

**Option 1** for a prepayment in the amount of \$127,494.38 the discount would be \$1,487.43 for a total selling price of \$508,490.08

**Option 2** for a prepayment in the amount of \$254,988.76 the discount would be \$2,974.87 for a total selling price of \$507,002.64

**Option 3** for a prepayment in the amount of \$382,483.13 the discount would be \$4,462.30 for a total selling price of \$505,515.21

**Option 4** for Full prepayment the discount will be \$5,949.74 for a total selling price of \$504,027.77

The estimated order to delivery time is 14 to 16 months.

I would ask that the Waterford Township Board approve the purchase of this truck, and that we prepay the full amount of **\$504,027.77**, with funding coming from the Fire Department budget account number 20630-97136.

Our aging fleet of fire trucks and rescue trucks are really taxing our maintenance costs. Our trucks are rotating out of service constantly, and we are barely keeping up with demand to keep our trucks on the road. The majority of the fire trucks have outlived their service life. A *systematic* purchase of fire trucks is very important so we do not have a possibly a dangerous situation of removing trucks from service with nothing to replace them with. Additionally, at the age and condition of the trucks that we have safety of our personnel and the public may become an issue.

We have 12 fire engines in the fleet and one squad or equipment truck that is used daily. The two oldest engines are 24 years old and Engine 208, the Lake Angelus purchased engine was removed from service in 2018 due to serious frame corrosion including a very large hole. We

2020 Fire Engine Purchase Continued.

have discovered another engine has a smaller rust corrosion hole in the frame that will only get worse with time.

Tower 1 is 28 years old and will need to be replaced soon. It is an open rear cab, and we have a standing order that no one is to ride in the back seats.

Our Apparatus Division is working diligently and non-stop repairing our aging fleet of fire trucks, without ever getting to the maintenance of our trucks. Our repair and maintenance costs increase with every passing year that these old trucks have to stay on the road. Parts are becoming increasingly more difficult to find as many of the components are obsolete.

The fire department submitted a truck replacement plan to Supervisor Wall in 2017, at which point we did order one engine and one Quint Aerial truck, and we are very thankful for that. Those trucks were delivered in 2018 and are in service today. In 2019, the Township board approved the purchase of two fire engines that we expect delivery in 2020. This purchase will continue to improve our fleet and help provide outstanding service to the residents that we serve.

It is and has been the recommendation of this Fire Chief that we replace *at least* one engine and one rescue/ambulance annually.

Thankfully in August 2018, Waterford voters passed the Public Safety SAD, which will put us on the path to see that our truck replacement plan stays on schedule.

The Fire Department says Thank You in advance for your consideration in this matter.

Moved by Joliat,

Seconded by Markee; RESOLVED, to approve the purchase of a new fire engine and pre-payment to Sutphen Corporation in the amount of \$504,027.77 utilizing fund from account number 20630-97136 - Capital Vehicle. A roll call vote was taken.

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

Nays: None

Absent: None

Motion carried unanimously.

### 8.3 Budgeted Rescue/Ambulance Remount

The following memo was received from Fire Chief Covey.

During the 2020 budget hearings the Township Board approved the remount of 1 rescue/ambulance including a Stryker Power Pro Cot. Eagle Graphics a Waterford Based Company will apply the graphics.

The remount cost is \$136,443.00, Pro Cot is \$21,466.01 and graphics \$3,450.00 these purchases will come out of the SAD account #20630-97136 Capital Vehicle account, which was approved in the 2020 budget.

EV+ in Holland, MI is our Wheeled Coach dealer that we use for our current ambulances and have for many years. They will take our ambulance box (patient care area) off a current 2009 ambulance and re-mount it on a new chassis. Remounting of ambulances is more common than

Budgeted Rescue/Ambulance Remount Continued.

in the past, and we believe that we will get an excellent finished product at a tremendous savings to Township taxpayers. The cost of a new ambulance could range from \$190,000 to \$200,000. Details of the remount are attached with this memo. Eagle Graphics continues to provide excellent graphic work on out Vehicles.

We believe this is a great opportunity for the Fire Department and we thank you for your time and consideration in this matter. TOTAL COST= \$161,359.01

Moved by Frasca,

Seconded by Bartolotta; RESOLVED, to approve the 2020 budgeted remount of one (1) rescue/ambulance in the amount of \$136,443.00, Pro Cot in the amount of \$21,466.01, and graphics in the amount of \$3,450.00; furthermore to utilize funds from account number 20630-97136 Capital Vehicle. A roll call vote was taken.

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

Nays: None

Absent: None

Motion carried unanimously.

**8.4 Purchase of Two (2) Marked Patrol Vehicles**

The following memo was received from Police Chief Underwood.

We have identified two marked patrol fleet vehicles that need to be replaced due to age and mileage. These vehicles are older and approaching one hundred thousand miles. As these vehicles have aged, mechanical failure and maintenance costs have increased.

We closely monitor the age and condition of our entire fleet and replaced three (3) marked police vehicles in the 2019 budget year. Once again, our intention is to purchase several new patrol vehicles and sell the same number from our current patrol fleet at auction. We will sell the highest mileage/oldest vehicles and rotate the new vehicles into the patrol fleet.

Our patrol vehicles are used by uniformed Officers for daily patrol, traffic details, school liaison activities, and all other uniformed special assignments. These vehicles are assigned as needed and routinely rotated throughout the fleet as necessary.

The vehicles for the proposed purchase are listed below:

| <u>Vehicle</u>   | <u>Model</u>                       | <u>Unit Price</u> | <u>Total</u> |
|------------------|------------------------------------|-------------------|--------------|
| 2020 Utility (2) | Police Package                     | 37,348.00         | 74,696.00    |
|                  | Lighting/accessories/build out (2) | 12,000.00         | 24,000.00    |

The vehicles listed above are being purchased through the Oakland County cooperative bid process; contract no. 05218.

***Funds are available for this purchase as follows:***

***Line item: 20730-97136***

Purchase of Two (2) Marked Patrol Vehicles Continued.

Based on the information set forth above, we are requesting this honorable body approve the above described expenditure in the amount of \$98,696.00. Thank you in advance for your consideration. If you have any questions, please don't hesitate to contact me.

Moved by Markee,

Seconded by Birch; RESOLVED, to approve the purchase of two (2) marked patrol Vehicles in the total amount of \$98,696.00 utilizing funds from account number 20730-97136. A roll call vote was taken.

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

Nays: None

Absent: None

Motion carried unanimously.

**8.5 Award Drinking Water Well & Well Pump Maintenance Contract**

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

Please see the attached proposal from Peerless Midwest to perform maintenance and rehabilitative services on several Waterford Township drinking water production wells and well pumps.

| Task | Description  | Estimated Cost |
|------|--|----------------|
| 1    | Well 11-1, Main Street, Overhauling of well pump and motor   | \$38,000.00    |
| 2    | Well 14-1, Saginaw Trail, Overhauling of well pump and motor | \$47,000.00    |
| 3    | Well 16-1, Ridgetop, Cleaning of well                        | \$27,500.00    |
| 4    | Well 28-3, Crescent, Overhauling of well pump and motor      | \$74,000.00    |
| 5    | Well 31-4, Hess / Hathaway, Cleaning of well                 | \$35,500.00    |
|      | Not to Exceed Total  | \$222,000.00   |

Peerless Midwest is an approved Waterford Township Single Source for well service and maintenance work since 2009. The work performed is of the highest quality and a minimum down time for a well to be out of service.

This is annual budgeted well maintenance.

| Requested Board Action   |
|--|
| <b>Approve Peerless Midwest Well Service Contract for 2020 from the Water &amp; Sewer 59041-92230 Account Not to Exceed \$222,000.00</b> |

Moved by Joliat,

Seconded by Frasca; RESOLVED, to approve Peerless Midwest Well Service Contract for 2020 from the Water & Sewer account number 59041-92230 in the amount, not to exceed, \$222,000.00. A roll call vote was taken.

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

Nays: None

Absent: None

Motion carried unanimously.

**8.6 2020 State Of Michigan Wellhead Protection Project Grant**

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

Please see attached Letter from State of Michigan, Department of Environment, Great Lakes, and Energy pertaining to the Fiscal Year 2020 Wellhead Protection Program Grant Agreement.

Waterford Township has been recommended for funding in the amount of \$8,500.00. This is a 50% matching grant from the State of Michigan, this program assists local communities utilizing groundwater for their municipal drinking water supply systems in protecting their water source. A wellhead protection program minimizes the potential for contamination by identifying and protecting the area that contributes water to municipal water supply wells and avoids costly groundwater clean-ups.

**Recommended Board Actions**

| Amend Budget Account | 2020 Budget   |
|----------------------|---|
| 59003-53300-0631     | Recognize Revenue of \$8,500.00 from the State of Michigan for Waterford’s Wellhead Protection Project. |

Moved by Joliat,  
 Seconded by Markee; RESOLVED, to accept the 2020 State of Michigan Wellhead Protection Project Grant in the amount \$8,500.00 and recognize and amend the budget account, 59003-53300-0631, to accept the money. A roll call vote was taken.

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

Motion carried unanimously.

**8.7 2020 Sewer Lining Contract to Liqui-Force, Now Granite**

Granite Inliner Services has been working with Waterford Township for many years on a continuous effort to rehabilitate aging sewer pipe with a “No Dig” technology that saves the township countless dollars as compared to an excavation of a length of sewer main for a repair.

I have attached several invoices for a total amount of \$273,537.00 from Granite Inliner Services for sewer main rehabilitation services in 2019. This will exceed our 2019-budgeted amount of \$250,000.00. This was due to having services mobilized and additional repairs were located late in 2018 that required immediate attention. These additional services were paid out of the 2019 purchase order number, putting the 2019 repairs over budget by \$23,537.00. This additional expense will require a 2019 budget amendment.

At the October 28, 2019 Board Meeting, Board approval was granted to extend Granite Inliner Services contract that was due to expire December 31, 2019. This contract is extended through 2021 from the Granite 2015 unit pricing contract.

Now, I would also request approval for a not to exceed purchase of \$250,000.00 sewer main rehabilitation services for the 2020 budget year. This expense is also approved in the 2020 budget.

2020 Sewer Lining Contract to Liqui-Force, Now Granite Continued.

**Recommended Board Actions**

- 1. Approve an amendment of the 2019 Liqui-Force Purchase Order Number 169579 from the originally budgeted \$250,000.00 to \$273,537.00 an additional amount of \$23,537.00 from account number 59055-97010.**
- 2. Approve the budgeted single-source sewer main rehabilitation contract with Granite Inliner Services for a not to exceed 2020-project cost of \$250,000.00.**

| Budget Account | 2020 Budget  |
|----------------|--------------|
| 59055-97010    | \$250,000.00 |

Moved by Bartolotta,  
 Seconded by Frasca; RESOLVED, to approve an amendment of the 2019 Liqui-Force Purchase Order No. 169579 from the originally budgeted \$25,000.00 to \$273,537.00 an additional amount of \$23,537.00 from account number 59055-97010.

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

Motion carried unanimously.

Moved by Bartolotta,  
 Seconded by Frasca, RESOLVED, to approve the budgeted single source sewer main rehabilitation contact with Granite Inliner Services for a not to exceed 2020 project cost of \$250,000.00 from account number 59055-97010. A roll call vote was taken.

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

Motion carried unanimously.

**8.8 Public Comments Limited to Three (3) Minutes per Topic**

Chase Siburt, 318 Holmur St - discussed single source residential waste hauler and spoke against the late payment fees.

**ADJOURNMENT**

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

Motion carried unanimously.

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Kimberly F. Markee, Clerk

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Gary Wall, Supervisor

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

| CHECK # | CHECK DATE | TYPE    | VENDOR NAME                      | UNCLEARED  | CLEARED | BATCH | CLEAR DATE |
|---------|------------|---------|----------------------------------|------------|---------|-------|------------|
| 287650  | 01/27/2020 | PRINTED | 011182 ADE INC                   | 600.00     |         |       |            |
| 287651  | 01/27/2020 | PRINTED | 011730 ARROW PRINTING            | 1,190.96   |         |       |            |
| 287652  | 01/27/2020 | PRINTED | 013474 ALL STAR AWARDS           | 105.00     |         |       |            |
| 287653  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 3.26       |         |       |            |
| 287654  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 9.61       |         |       |            |
| 287655  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 18.60      |         |       |            |
| 287656  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 19.08      |         |       |            |
| 287657  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 28.12      |         |       |            |
| 287658  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 31.44      |         |       |            |
| 287659  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 35.03      |         |       |            |
| 287660  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 44.60      |         |       |            |
| 287661  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 48.04      |         |       |            |
| 287662  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 57.53      |         |       |            |
| 287663  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 60.27      |         |       |            |
| 287664  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 79.45      |         |       |            |
| 287665  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 101.19     |         |       |            |
| 287666  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 194.62     |         |       |            |
| 287667  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 199.39     |         |       |            |
| 287668  | 01/27/2020 | PRINTED | 013685 APPLIED IMAGING           | 283.02     |         |       |            |
| 287669  | 01/27/2020 | PRINTED | 014471 ALLDATA                   | 1,500.00   |         |       |            |
| 287670  | 01/27/2020 | PRINTED | 014472 ALPHA DIRECTIONAL BORING  | 1,000.00   |         |       |            |
| 287671  | 01/27/2020 | PRINTED | 021079 BAKER & TAYLOR BOOKS      | 1,111.35   |         |       |            |
| 287672  | 01/27/2020 | PRINTED | 021770 BSN SPORTS INC            | 19.18      |         |       |            |
| 287673  | 01/27/2020 | PRINTED | 023016 BATTERIES PLUS            | 113.80     |         |       |            |
| 287674  | 01/27/2020 | PRINTED | 023123 JUDY BALDAK               | 101.00     |         |       |            |
| 287675  | 01/27/2020 | PRINTED | 023127 BARRY'S SIGN COMPANY      | 100.00     |         |       |            |
| 287676  | 01/27/2020 | PRINTED | 023203 BEAUTIFICATION COUNCIL OF | 20.00      |         |       |            |
| 287677  | 01/27/2020 | PRINTED | 023592 BOSTICK TRUCK CENTER LLC  | 296.78     |         |       |            |
| 287678  | 01/27/2020 | PRINTED | 041192 CDW GOVERNMENT INC        | 376.00     |         |       |            |
| 287679  | 01/27/2020 | PRINTED | 041495 CMP DISTRIBUTORS INC      | 239.40     |         |       |            |
| 287680  | 01/27/2020 | PRINTED | 043364 AT&T MOBILITY             | 84.38      |         |       |            |
| 287681  | 01/27/2020 | PRINTED | 043389 CITY OF FARMINGTON HILLS  | 350.00     |         |       |            |
| 287682  | 01/27/2020 | PRINTED | 043952 CYNERGY PRODUCTS          | 279.00     |         |       |            |
| 287683  | 01/27/2020 | PRINTED | 051029 D'S TEES INC              | 1,604.80   |         |       |            |
| 287684  | 01/27/2020 | PRINTED | 053389 LUNGHAMER GMC INC         | 1,308.14   |         |       |            |
| 287685  | 01/27/2020 | PRINTED | 063476 ELECTROCOMM-MICHIGAN, INC | 130.00     |         |       |            |
| 287686  | 01/27/2020 | PRINTED | 063488 EMERGENCY VEHICLES PLUS   | 103,243.00 |         |       |            |
| 287687  | 01/27/2020 | PRINTED | 063546 ENABLE POINT INC          | 1,056.00   |         |       |            |
| 287688  | 01/27/2020 | PRINTED | 064008 ELECTRONIC MONITORING SYS | 378.50     |         |       |            |
| 287689  | 01/27/2020 | PRINTED | 073719 ANGIE REID                | 73.08      |         |       |            |
| 287690  | 01/27/2020 | PRINTED | 074950 COLLEEN GLODICH           | 63.54      |         |       |            |
| 287691  | 01/27/2020 | PRINTED | 093451 GLOBAL OFFICE SOLUTIONS   | 2,404.02   |         |       |            |
| 287692  | 01/27/2020 | PRINTED | 093705 GRAINGER                  | 229.36     |         |       |            |
| 287693  | 01/27/2020 | PRINTED | 103139 HARMON METAL WORKS        | 690.00     |         |       |            |
| 287694  | 01/27/2020 | PRINTED | 103238 HELPNET EAP               | 2,682.27   |         |       |            |
| 287695  | 01/27/2020 | PRINTED | 121011 J&B MEDICAL SUPPLY        | 579.80     |         |       |            |
| 287696  | 01/27/2020 | PRINTED | 151211 LGC GLOBAL ENERGY FM LLC  | 11,049.74  |         |       |            |
| 287697  | 01/27/2020 | PRINTED | 153367 LIBRARY NETWORK, THE      | 559.30     |         |       |            |
| 287698  | 01/27/2020 | PRINTED | 161014 MI MUNICIPAL RISK MGMNT   | 16,388.73  |         |       |            |
| 287699  | 01/27/2020 | PRINTED | 163267 METRO TOWING              | 145.00     |         |       |            |
| 287700  | 01/27/2020 | PRINTED | 163858 TYLER BUSINESS FORMS      | 398.54     |         |       |            |
| 287701  | 01/27/2020 | PRINTED | 183021 NATIONAL TRAILS           | 700.00     |         |       |            |

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

| CHECK # | CHECK DATE | TYPE    | VENDOR NAME                      | UNCLEARED          | CLEARED    | BATCH | CLEAR DATE |
|---------|------------|---------|----------------------------------|--------------------|------------|-------|------------|
| 287702  | 01/27/2020 | PRINTED | 183952 NYE UNIFORM COMPANY       | 2,609.50           |            |       |            |
| 287703  | 01/27/2020 | PRINTED | 204505 OAKLAND SCHOOLS           | 76.00              |            |       |            |
| 287704  | 01/27/2020 | PRINTED | 213274 PEERLESS MIDWEST INC      | 14,950.00          |            |       |            |
| 287705  | 01/27/2020 | PRINTED | 213331 KATHY PHIPPS              | 20.00              |            |       |            |
| 287706  | 01/27/2020 | PRINTED | 213566 COFFEE BREAK INC          | 34.25              |            |       |            |
| 287707  | 01/27/2020 | PRINTED | 241008 RKA PETROLEUM COMPANIES,  | 8,914.11           |            |       |            |
| 287708  | 01/27/2020 | PRINTED | 243040 PENGUIN RANDOM HOUSE LLC  | 26.25              |            |       |            |
| 287709  | 01/27/2020 | PRINTED | 243608 ROCKET ENTERPRISE INC     | 1,575.00           |            |       |            |
| 287710  | 01/27/2020 | PRINTED | 251373 SIMI'S STUDIO             | 30.00              |            |       |            |
| 287711  | 01/27/2020 | PRINTED | 253512 SMART START MICHIGAN      | 1,378.50           |            |       |            |
| 287712  | 01/27/2020 | PRINTED | 254826 STARR AUTO GLASS          | 45.00              |            |       |            |
| 287713  | 01/27/2020 | PRINTED | 263227 TELEVEND SERVICES, INC    | 37.85              |            |       |            |
| 287714  | 01/27/2020 | PRINTED | 263255 TESTAMERICA LABORATORIES  | 340.80             |            |       |            |
| 287715  | 01/27/2020 | PRINTED | 271016 US BANK EQUIPMENT FINANCE | 153.16             |            |       |            |
| 287716  | 01/27/2020 | PRINTED | 273533 UNIFIRST CORP             | 567.65             |            |       |            |
| 287717  | 01/27/2020 | PRINTED | 273542 UNIQUE MGMT SERVICES INC  | 89.50              |            |       |            |
| 287718  | 01/27/2020 | PRINTED | 283247 VESCO OIL CORP            | 177.75             |            |       |            |
| 287719  | 01/27/2020 | PRINTED | 293016 WATERFORD AREA CHAMBER OF | 1,015.00           |            |       |            |
| 287720  | 01/27/2020 | PRINTED | 293079 WATER LANDSCAPES LLC      | 338.86             |            |       |            |
| 287721  | 01/27/2020 | PRINTED | 293348 WHITLOCK BUSINESS SYSTEMS | 4,548.54           |            |       |            |
| 287722  | 01/27/2020 | PRINTED | 293568 WOLVERINE WATER WORKS INC | 161.00             |            |       |            |
| 287723  | 01/27/2020 | PRINTED | 304410 WATERFORD TOWNSHIP LIBRAR | 45.00              |            |       |            |
| 287724  | 01/27/2020 | PRINTED | 304802 WATERFORD SENIOR CENTER   | 12,500.00          |            |       |            |
| 287725  | 01/27/2020 | PRINTED | 500506 POETS & WRITERS           | 88.50              |            |       |            |
|         |            |         | 76 CHECKS                        | CASH ACCOUNT TOTAL | 202,106.14 | .00   |            |

Advance Checks Already Mailed  
 Jan 14 → Jan 24

01/23/2020 08:32 | WATERFORD TOWNSHIP  
 llievois | AP CHECK RECONCILIATION REGISTER

| P 1  
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FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

| CHECK # | CHECK DATE | TYPE    | VENDOR NAME                      | UNCLEARED  | CLEARED | BATCH | CLEAR DATE |
|---------|------------|---------|----------------------------------|------------|---------|-------|------------|
| 287448  | 01/14/2020 | PRINTED | 013198 ADVANCED DISPOSAL         | 1,990.55   |         |       |            |
| 287449  | 01/14/2020 | PRINTED | 021380 BILLS PLBG & SEWER SERV I | 168.00     |         |       |            |
| 287450  | 01/14/2020 | PRINTED | 021510 BLUE CROSS BLUE SHIELD    | 181,703.07 |         |       |            |
| 287451  | 01/14/2020 | PRINTED | 023488 BLUE CROSS BLUE SHIELD OF | 249,141.51 |         |       |            |
| 287452  | 01/14/2020 | PRINTED | 031095 MILES BRADLEY BLDG & REMD | 100.00     |         |       |            |
| 287453  | 01/14/2020 | PRINTED | 031523 METRO DETROIT SIGNS       | 100.00     |         |       |            |
| 287454  | 01/14/2020 | PRINTED | 031635 PMG CONTRACTING           | 1,200.00   |         |       |            |
| 287455  | 01/14/2020 | PRINTED | 032332 BLACK & VEATCH            | 100.00     |         |       |            |
| 287456  | 01/14/2020 | PRINTED | 032553 UNIQUE SIGNS              | 100.00     |         |       |            |
| 287457  | 01/14/2020 | PRINTED | 032592 ARTEMIO FABIANO SESSIONS  | 100.00     |         |       |            |
| 287458  | 01/14/2020 | PRINTED | 032608 WILLIAM CUMMINGS          | 100.00     |         |       |            |
| 287459  | 01/14/2020 | PRINTED | 032720 JK CONSTRUCTION           | 600.00     |         |       |            |
| 287460  | 01/14/2020 | PRINTED | 032747 ULTIMATE SIGNS INC        | 100.00     |         |       |            |
| 287461  | 01/14/2020 | PRINTED | 032897 BOB DAWSON                | 100.00     |         |       |            |
| 287462  | 01/14/2020 | PRINTED | 032898 CHRISTOPHER MAGNAN        | 100.00     |         |       |            |
| 287463  | 01/14/2020 | PRINTED | 032899 ROBERT & SHANNON DAVIS    | 100.00     |         |       |            |
| 287464  | 01/14/2020 | PRINTED | 032900 MAPLEWOOD DEVELOPMENT     | 100.00     |         |       |            |
| 287465  | 01/14/2020 | PRINTED | 032901 RC WATERPROOFING          | 100.00     |         |       |            |
| 287466  | 01/14/2020 | PRINTED | 032902 GARY ALLEN                | 100.00     |         |       |            |
| 287467  | 01/14/2020 | PRINTED | 032903 FARIS AJO                 | 400.00     |         |       |            |
| 287468  | 01/14/2020 | PRINTED | 032904 MICHAEL CAGLE             | 100.00     |         |       |            |
| 287469  | 01/14/2020 | PRINTED | 032905 JAMES & RITA IRWIN        | 100.00     |         |       |            |
| 287470  | 01/14/2020 | PRINTED | 032906 BIRAN & ASHLEY SHULL      | 100.00     |         |       |            |
| 287471  | 01/14/2020 | PRINTED | 032907 DANIEL VASQUEZ            | 100.00     |         |       |            |
| 287472  | 01/14/2020 | PRINTED | 033585 MR ENCLOSURE SUNROOMS LLC | 100.00     |         |       |            |
| 287473  | 01/14/2020 | PRINTED | 033884 WALLSIDE INC              | 100.00     |         |       |            |
| 287474  | 01/14/2020 | PRINTED | 035791 SANICK PROPERTIES INC     | 400.00     |         |       |            |
| 287475  | 01/14/2020 | PRINTED | 036068 BLOOM GENERAL CONTRACTING | 2,000.00   |         |       |            |
| 287476  | 01/14/2020 | PRINTED | 038059 MD LIGHTING               | 100.00     |         |       |            |
| 287477  | 01/14/2020 | PRINTED | 039009 ALI DAVID                 | 100.00     |         |       |            |
| 287478  | 01/14/2020 | PRINTED | 039214 DANBAR INVESTMENTS LLC    | 600.00     |         |       |            |
| 287479  | 01/14/2020 | PRINTED | 039944 HOME INSPECTION PLUS      | 200.00     |         |       |            |
| 287480  | 01/14/2020 | PRINTED | 043134 CAMBRIDGE CONSULTING GROU | 618.00     |         |       |            |
| 287481  | 01/14/2020 | PRINTED | 043582 COMPREHENSIVE RISK SERV I | 3,680.00   |         |       |            |
| 287482  | 01/14/2020 | PRINTED | 053253 DTE ENERGY                | 3,420.54   |         |       |            |
| 287483  | 01/14/2020 | PRINTED | 053253 DTE ENERGY                | 22.84      |         |       |            |
| 287484  | 01/14/2020 | PRINTED | 053253 DTE ENERGY                | 54.54      |         |       |            |
| 287485  | 01/14/2020 | PRINTED | 073512 ALISE MANATINE            | 3,600.00   |         |       |            |
| 287486  | 01/14/2020 | PRINTED | 073619 LAWRENCE D NOVAK JR       | 75.50      |         |       |            |
| 287487  | 01/14/2020 | PRINTED | 111122 CIVICPLUS                 | 21,338.89  |         |       |            |
| 287488  | 01/14/2020 | PRINTED | 143850 BRIDGETTE KUHN            | 50.00      |         |       |            |
| 287489  | 01/14/2020 | PRINTED | 163082 HYLAND SOFTWARE           | 50,103.69  |         |       |            |
| 287490  | 01/14/2020 | PRINTED | 163447 STATE OF MICHIGAN         | 6,021.74   |         |       |            |
| 287491  | 01/14/2020 | PRINTED | 163475 MECRA                     | 130.00     |         |       |            |
| 287492  | 01/14/2020 | PRINTED | 204504 OCBOA                     | 805.00     |         |       |            |
| 287493  | 01/14/2020 | PRINTED | 253907 BILLIE SWIGER             | 727.83     |         |       |            |
| 287494  | 01/15/2020 | PRINTED | 011015 TRACTION                  | 376.62     |         |       |            |
| 287495  | 01/15/2020 | PRINTED | 011040 AED SUPERSTORE            | 449.19     |         |       |            |
| 287496  | 01/15/2020 | PRINTED | 011198 ALADTEC INC               | 8,442.00   |         |       |            |
| 287497  | 01/15/2020 | PRINTED | 011730 ARROW PRINTING            | 178.79     |         |       |            |
| 287498  | 01/15/2020 | PRINTED | 013537 SCHMIDT, ISGRIGG, ANDERSO | 533.31     |         |       |            |
| 287499  | 01/15/2020 | PRINTED | 013764 SANDRA ASPINALL           | 1,744.39   |         |       |            |

FOR CASH ACCOUNT: 70000 01000

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| CHECK # | CHECK DATE | TYPE    | VENDOR NAME                      | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---------|------------|---------|----------------------------------|-----------|---------|-------|------------|
| 287500  | 01/15/2020 | PRINTED | 014474 ALCOHOL DRUG ADMINISTRATI | 415.00    |         |       |            |
| 287501  | 01/15/2020 | PRINTED | 021079 BAKER & TAYLOR BOOKS      | 91.58     |         |       |            |
| 287502  | 01/15/2020 | PRINTED | 021093 BSB COMMUNICATIONS, INC   | 3,567.50  |         |       |            |
| 287503  | 01/15/2020 | PRINTED | 023872 BUSSARD APPL PARTS INC    | 10.73     |         |       |            |
| 287504  | 01/15/2020 | PRINTED | 023902 TODD WENZEL BUICK GMC     | 75,238.00 |         |       |            |
| 287505  | 01/15/2020 | PRINTED | 041192 CDW GOVERNMENT INC        | 1,746.27  |         |       |            |
| 287506  | 01/15/2020 | PRINTED | 043626 CONSUMERS ENERGY          | 5,165.73  |         |       |            |
| 287507  | 01/15/2020 | PRINTED | 044062 CONTROLNET, LLC           | 15,600.00 |         |       |            |
| 287508  | 01/15/2020 | PRINTED | 044214 CHARRON SERVICES          | 95.00     |         |       |            |
| 287509  | 01/15/2020 | PRINTED | 051007 DTE ENERGY                | 74,399.37 |         |       |            |
| 287510  | 01/15/2020 | PRINTED | 053422 DIGICOM GLOBAL INC        | 7,785.00  |         |       |            |
| 287511  | 01/15/2020 | PRINTED | 053867 DUBOIS CHEMICALS INC      | 13,937.58 |         |       |            |
| 287512  | 01/15/2020 | PRINTED | 063488 EMERGENCY VEHICLES PLUS   | 39.68     |         |       |            |
| 287513  | 01/15/2020 | PRINTED | 064008 ELECTRONIC MONITORING SYS | 189.25    |         |       |            |
| 287514  | 01/15/2020 | PRINTED | 073038 THOMAS BOWEN              | 3,139.47  |         |       |            |
| 287515  | 01/15/2020 | PRINTED | 073212 MATTHEW DOWNS             | 1,924.64  |         |       |            |
| 287516  | 01/15/2020 | PRINTED | 073512 ALISE MANATINE            | 3,600.00  |         |       |            |
| 287517  | 01/15/2020 | PRINTED | 083452 SUBURBAN FORD OF WATERFOR | 9,778.74  |         |       |            |
| 287518  | 01/15/2020 | PRINTED | 083458 MLIVE MEDIA GROUP         | 392.00    |         |       |            |
| 287519  | 01/15/2020 | PRINTED | 093451 GLOBAL OFFICE SOLUTIONS   | 240.00    |         |       |            |
| 287520  | 01/15/2020 | PRINTED | 093580 GORDON FOOD SERVICE INC   | 49.95     |         |       |            |
| 287521  | 01/15/2020 | PRINTED | 103031 HALT FIRE INC             | 8,824.00  |         |       |            |
| 287522  | 01/15/2020 | PRINTED | 103153 MARY HAHNEFELD            | 66.38     |         |       |            |
| 287523  | 01/15/2020 | PRINTED | 103641 HOME CONFINEMENT          | 208.00    |         |       |            |
| 287524  | 01/15/2020 | PRINTED | 113701 IRON MOUNTAIN             | 485.18    |         |       |            |
| 287525  | 01/15/2020 | PRINTED | 123606 ROSATI, SCHULTZ, JOPPICH  | 3,425.48  |         |       |            |
| 287526  | 01/15/2020 | PRINTED | 143034 K&L CONSTRUCTION IMPROVEM | 3,600.00  |         |       |            |
| 287527  | 01/15/2020 | PRINTED | 143707 KRONOS SAASHR, INC        | 608.97    |         |       |            |
| 287528  | 01/15/2020 | PRINTED | 151211 LGC GLOBAL ENERGY FM LLC  | 6,488.02  |         |       |            |
| 287529  | 01/15/2020 | PRINTED | 153858 CHRISTINE LUSTIG          | 205.53    |         |       |            |
| 287530  | 01/15/2020 | PRINTED | 163270 METCOM                    | 142.90    |         |       |            |
| 287531  | 01/15/2020 | PRINTED | 163371 MICHIGAN COURT SERV INC   | 126.00    |         |       |            |
| 287532  | 01/15/2020 | PRINTED | 163489 DAVE MILLER LLC           | 50.00     |         |       |            |
| 287533  | 01/15/2020 | PRINTED | 163858 MUNIS DIVISION            | 1,400.00  |         |       |            |
| 287534  | 01/15/2020 | PRINTED | 164254 MAXIMUS, INC              | 12,250.00 |         |       |            |
| 287535  | 01/15/2020 | PRINTED | 174510 MICHIGAN MUNICIPAL LEAGUE | 244.56    |         |       |            |
| 287536  | 01/15/2020 | PRINTED | 183289 NETWORKFLEET INC          | 1,333.75  |         |       |            |
| 287537  | 01/15/2020 | PRINTED | 183952 NYE UNIFORM COMPANY       | 1,700.06  |         |       |            |
| 287538  | 01/15/2020 | PRINTED | 193074 MEDIA NEWS-21CM ADVERTISI | 74.68     |         |       |            |
| 287539  | 01/15/2020 | PRINTED | 193281 OFFICER SURVIVAL SOLUTION | 20,000.00 |         |       |            |
| 287540  | 01/15/2020 | PRINTED | 193706 ORKIN                     | 405.82    |         |       |            |
| 287541  | 01/15/2020 | PRINTED | 204040 OAKLAND COUNTY TREASURER  | 384.00    |         |       |            |
| 287542  | 01/15/2020 | PRINTED | 204040 OAKLAND COUNTY TREASURER  | 1,168.79  |         |       |            |
| 287543  | 01/15/2020 | PRINTED | 233852 QUALITY FIRE SERVICES     | 2,402.30  |         |       |            |
| 287544  | 01/15/2020 | PRINTED | 251234 SECRET WARDLE LYNCH HAMP  | 12,500.00 |         |       |            |
| 287545  | 01/15/2020 | PRINTED | 253223 SEHI COMPUTER PRODUCTS IN | 4,950.00  |         |       |            |
| 287546  | 01/15/2020 | PRINTED | 253954 SYMBOL ARTS               | 617.75    |         |       |            |
| 287547  | 01/15/2020 | PRINTED | 254825 SJMH MEDICAL PRACTICE     | 525.00    |         |       |            |
| 287548  | 01/15/2020 | PRINTED | 254839 STRYKER SALES CORP        | 4,359.20  |         |       |            |
| 287549  | 01/15/2020 | PRINTED | 254843 STAR EMS                  | 2,045.48  |         |       |            |
| 287550  | 01/15/2020 | PRINTED | 263057 TARGET INFO MGMT INC      | 59.85     |         |       |            |
| 287551  | 01/15/2020 | PRINTED | 263582 THOMSON REUTERS-WEST      | 427.81    |         |       |            |

FOR CASH ACCOUNT: 70000 01000

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| CHECK # | CHECK DATE | TYPE    | VENDOR NAME                      | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---------|------------|---------|----------------------------------|-----------|---------|-------|------------|
| 287552  | 01/15/2020 | PRINTED | 273533 UNIFIRST CORP             | 429.46    |         |       |            |
| 287553  | 01/15/2020 | PRINTED | 291365 PRAXAIR DISTRIBUTION INC  | 238.95    |         |       |            |
| 287554  | 01/15/2020 | PRINTED | 293348 WHITLOCK BUSINESS SYSTEMS | 5,740.88  |         |       |            |
| 287555  | 01/15/2020 | PRINTED | 304678 MARGARET BIRCH TREASURER  | 891.54    |         |       |            |
| 287556  | 01/15/2020 | PRINTED | 304778 WATERFORD SCHOOL DISTRICT | 255.00    |         |       |            |
| 287557  | 01/15/2020 | PRINTED | 304930 WATERFORD TOWNSHIP DPW    | 480.05    |         |       |            |
| 287558  | 01/15/2020 | PRINTED | 333054 JEREMY YOUNG              | 45.62     |         |       |            |
| 287559  | 01/15/2020 | PRINTED | 500246 MI MED INC                | 2,780.23  |         |       |            |
| 287560  | 01/21/2020 | PRINTED | 023068 K & Q LAW, PC             | 800.00    |         |       |            |
| 287561  | 01/21/2020 | PRINTED | 023587 HILLARIE F BOETTGER PLLC  | 300.00    |         |       |            |
| 287562  | 01/21/2020 | PRINTED | 023632 TONYA BOETTGE             | 300.00    |         |       |            |
| 287563  | 01/21/2020 | PRINTED | 053253 DTE ENERGY                | 621.45    |         |       |            |
| 287564  | 01/21/2020 | PRINTED | 074950 COLLEEN GLODICH           | 13.00     |         |       |            |
| 287565  | 01/21/2020 | PRINTED | 083734 JEFFREY FRANKLIN          | 300.00    |         |       |            |
| 287566  | 01/21/2020 | PRINTED | 093026 RICHARD GALAT             | 600.00    |         |       |            |
| 287567  | 01/21/2020 | PRINTED | 093702 JUDITH GRACEY             | 300.00    |         |       |            |
| 287568  | 01/21/2020 | PRINTED | 103018 DERWOOD HAINES JR         | 800.00    |         |       |            |
| 287569  | 01/21/2020 | PRINTED | 113595 DOXIM                     | 14,000.00 |         |       |            |
| 287570  | 01/21/2020 | PRINTED | 204150 OCAA0                     | 100.00    |         |       |            |
| 287571  | 01/21/2020 | PRINTED | 204910 OAKLAND CNTY TREASURERS O | 410.00    |         |       |            |
| 287572  | 01/21/2020 | PRINTED | 213454 NANCY PLASTERER           | 350.00    |         |       |            |
| 287573  | 01/21/2020 | PRINTED | 223977 PATRICIA JACKSON          | 66.00     |         |       |            |
| 287574  | 01/21/2020 | PRINTED | 224545 LAVONNE LONG              | 66.00     |         |       |            |
| 287575  | 01/21/2020 | PRINTED | 225212 ALICE WINSLOW             | 66.00     |         |       |            |
| 287576  | 01/21/2020 | PRINTED | 226584 FRANK FENSLER             | 66.00     |         |       |            |
| 287577  | 01/21/2020 | PRINTED | 226798 JOANNE CHARBONEAU         | 66.00     |         |       |            |
| 287578  | 01/21/2020 | PRINTED | 227437 BONNIE LAVERGNE           | 66.00     |         |       |            |
| 287579  | 01/21/2020 | PRINTED | 227439 VICKI SHELTON             | 66.00     |         |       |            |
| 287580  | 01/21/2020 | PRINTED | 227461 SUSAN TACKETT             | 132.00    |         |       |            |
| 287581  | 01/21/2020 | PRINTED | 227468 KAROL LEACH               | 66.00     |         |       |            |
| 287582  | 01/21/2020 | PRINTED | 227570 ALTA BEARD                | 2.00      |         |       |            |
| 287583  | 01/21/2020 | PRINTED | 227571 ALLEN CAMPBELL            | 264.00    |         |       |            |
| 287584  | 01/21/2020 | PRINTED | 227572 CHARLES KNEISEL           | 66.00     |         |       |            |
| 287585  | 01/21/2020 | PRINTED | 227573 IRENE LINDENTHAL          | 132.00    |         |       |            |
| 287586  | 01/21/2020 | PRINTED | 227574 BARBARA PERCOULIS         | 66.00     |         |       |            |
| 287587  | 01/21/2020 | PRINTED | 227575 DONNA SAPELAK             | 66.00     |         |       |            |
| 287588  | 01/21/2020 | PRINTED | 243228 STELLA REYES              | 225.00    |         |       |            |
| 287589  | 01/21/2020 | PRINTED | 254845 BRADLEY STOUT             | 100.00    |         |       |            |
| 287590  | 01/21/2020 | PRINTED | 271016 US BANK EQUIPMENT FINANCE | 97.66     |         |       |            |
| 287591  | 01/21/2020 | PRINTED | 293355 WILBUR WHITE JR           | 2,550.00  |         |       |            |
| 287592  | 01/21/2020 | PRINTED | 304360 WATERFORD TOWNSHIP        | 15,000.00 |         |       |            |
| 287593  | 01/21/2020 | PRINTED | 304802 WATERFORD SENIOR CENTER   | 13,803.50 |         |       |            |
| 287594  | 01/22/2020 | PRINTED | 021079 BAKER & TAYLOR BOOKS      | 455.18    |         |       |            |
| 287595  | 01/22/2020 | PRINTED | 023633 CHRISTINE BOVIO           | 837.48    |         |       |            |
| 287596  | 01/22/2020 | PRINTED | 023725 CITY ELECTRIC SUPPLY CO   | 71.88     |         |       |            |
| 287597  | 01/22/2020 | PRINTED | 043364 AT&T MOBILITY             | 68.98     |         |       |            |
| 287598  | 01/22/2020 | PRINTED | 043626 CONSUMERS ENERGY          | 829.47    |         |       |            |
| 287599  | 01/22/2020 | PRINTED | 053253 DTE ENERGY                | 89.66     |         |       |            |
| 287600  | 01/22/2020 | PRINTED | 073177 KEITH CONGER              | 981.54    |         |       |            |
| 287601  | 01/22/2020 | PRINTED | 083580 FORSTER BROTHERS          | 68.00     |         |       |            |
| 287602  | 01/22/2020 | PRINTED | 113542 INGRAM LIBRARY SERVICES   | 4.95      |         |       |            |
| 287603  | 01/22/2020 | PRINTED | 163282 MEDMUTUAL LIFE            | 4,811.49  |         |       |            |

FOR CASH ACCOUNT: 70000 01000

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| CHECK #    | CHECK DATE | TYPE    | VENDOR NAME                     | UNCLEARED    | CLEARED | BATCH | CLEAR DATE |
|------------|------------|---------|---------------------------------|--------------|---------|-------|------------|
| 287604     | 01/22/2020 | PRINTED | 163476 MIDWEST TAPE             | 2,463.21     |         |       |            |
| 287605     | 01/22/2020 | PRINTED | 163489 DAVE MILLER LLC          | 343.00       |         |       |            |
| 287606     | 01/22/2020 | PRINTED | 204665 OAKLAND COUNTY TREASURER | 11,831.69    |         |       |            |
| 287607     | 01/22/2020 | PRINTED | 204665 OAKLAND COUNTY TREASURER | 813,958.63   |         |       |            |
| 287608     | 01/22/2020 | PRINTED | 213723 PROGRESSIVE AE           | 2,625.00     |         |       |            |
| 287609     | 01/22/2020 | PRINTED | 227214 DARLENE FRAZIER          | 75.00        |         |       |            |
| 287610     | 01/22/2020 | PRINTED | 227227 HARVEY COOPER            | 75.00        |         |       |            |
| 287611     | 01/22/2020 | PRINTED | 227576 BREONA CLAWSON           | 200.00       |         |       |            |
| 287612     | 01/22/2020 | PRINTED | 227577 BRITTANY CHAPMAN         | 200.00       |         |       |            |
| 287613     | 01/22/2020 | PRINTED | 304930 WATERFORD TOWNSHIP DPW   | 426.72       |         |       |            |
| 287614     | 01/23/2020 | PRINTED | 073007 GREGG ALLEN              | 120.00       |         |       |            |
| 287615     | 01/23/2020 | PRINTED | 073012 MICHAEL AHRENS           | 120.00       |         |       |            |
| 287616     | 01/23/2020 | PRINTED | 073016 JOSHUA ADAMS             | 120.00       |         |       |            |
| 287617     | 01/23/2020 | PRINTED | 073038 THOMAS BOWEN             | 120.00       |         |       |            |
| 287618     | 01/23/2020 | PRINTED | 073053 BRENDAN BROSNAN          | 120.00       |         |       |            |
| 287619     | 01/23/2020 | PRINTED | 073067 SHELLY BOOTH             | 120.00       |         |       |            |
| 287620     | 01/23/2020 | PRINTED | 073074 JARED W BLACK            | 120.00       |         |       |            |
| 287621     | 01/23/2020 | PRINTED | 073107 CHRISTOPHER BELLING      | 120.00       |         |       |            |
| 287622     | 01/23/2020 | PRINTED | 073110 CHESTER BARTLE           | 120.00       |         |       |            |
| 287623     | 01/23/2020 | PRINTED | 073117 KRIS BLY                 | 120.00       |         |       |            |
| 287624     | 01/23/2020 | PRINTED | 073203 GILBERT DECKER JR        | 120.00       |         |       |            |
| 287625     | 01/23/2020 | PRINTED | 073208 WILL DOLEHANTY           | 120.00       |         |       |            |
| 287626     | 01/23/2020 | PRINTED | 073300 CHRISTOPHER FRITZ        | 240.00       |         |       |            |
| 287627     | 01/23/2020 | PRINTED | 073315 TODD FOX                 | 120.00       |         |       |            |
| 287628     | 01/23/2020 | PRINTED | 073317 SCOTT GOOD               | 120.00       |         |       |            |
| 287629     | 01/23/2020 | PRINTED | 073366 MICHAEL HARRIS           | 120.00       |         |       |            |
| 287630     | 01/23/2020 | PRINTED | 073386 RICH HAEFNER             | 120.00       |         |       |            |
| 287631     | 01/23/2020 | PRINTED | 073427 WALT JANKOWSKI           | 120.00       |         |       |            |
| 287632     | 01/23/2020 | PRINTED | 073431 KEVIN KAZYAK             | 120.00       |         |       |            |
| 287633     | 01/23/2020 | PRINTED | 073441 ALAN KNAPP               | 120.00       |         |       |            |
| 287634     | 01/23/2020 | PRINTED | 073448 RICHARD KUHN JR          | 120.00       |         |       |            |
| 287635     | 01/23/2020 | PRINTED | 073536 STANLEY MATHEWSON        | 240.00       |         |       |            |
| 287636     | 01/23/2020 | PRINTED | 073571 BARBARA MILLER           | 120.00       |         |       |            |
| 287637     | 01/23/2020 | PRINTED | 073593 EMMETT MERCIER           | 120.00       |         |       |            |
| 287638     | 01/23/2020 | PRINTED | 073611 DANIEL MATA              | 120.00       |         |       |            |
| 287639     | 01/23/2020 | PRINTED | 073619 LAWRENCE D NOVAK JR      | 120.00       |         |       |            |
| 287640     | 01/23/2020 | PRINTED | 073670 JILL PENFOUND            | 120.00       |         |       |            |
| 287641     | 01/23/2020 | PRINTED | 073714 BRENT ROSS               | 120.00       |         |       |            |
| 287642     | 01/23/2020 | PRINTED | 073719 ANGIE REID               | 120.00       |         |       |            |
| 287643     | 01/23/2020 | PRINTED | 073737 SCOTT SAWYER             | 120.00       |         |       |            |
| 287644     | 01/23/2020 | PRINTED | 073762 MIKE SIEJA               | 120.00       |         |       |            |
| 287645     | 01/23/2020 | PRINTED | 073764 MICHAEL SMERCZAK ZORZA   | 120.00       |         |       |            |
| 287646     | 01/23/2020 | PRINTED | 073825 JACK SUTHERLAND          | 120.00       |         |       |            |
| 287647     | 01/23/2020 | PRINTED | 073855 JENNIFER THOM            | 120.00       |         |       |            |
| 287648     | 01/23/2020 | PRINTED | 073919 ROBERT W WHITE           | 120.00       |         |       |            |
| 287649     | 01/23/2020 | PRINTED | 073922 DWAYNE WARNER            | 120.00       |         |       |            |
| 202 CHECKS |            |         | CASH ACCOUNT TOTAL              | 1,759,126.22 | .00     |       |            |

FOR CASH ACCOUNT: 70000 01000

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| CHECK # | CHECK DATE | TYPE    | VENDOR NAME                      | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---------|------------|---------|----------------------------------|-----------|---------|-------|------------|
| 287816  | 02/10/2020 | PRINTED | 011019 ARM PROGRAM               | 200.00    |         |       |            |
| 287817  | 02/10/2020 | PRINTED | 011730 ARROW PRINTING            | 154.90    |         |       |            |
| 287818  | 02/10/2020 | PRINTED | 013455 ALERT-ALL CORP            | 1,120.00  |         |       |            |
| 287819  | 02/10/2020 | PRINTED | 013685 APPLIED IMAGING           | 862.88    |         |       |            |
| 287820  | 02/10/2020 | PRINTED | 021079 BAKER & TAYLOR BOOKS      | 1,457.91  |         |       |            |
| 287821  | 02/10/2020 | PRINTED | 021380 BILLS PLBG & SEWER SERV I | 781.85    |         |       |            |
| 287822  | 02/10/2020 | PRINTED | 023299 BELL & SONS               | 104.93    |         |       |            |
| 287823  | 02/10/2020 | PRINTED | 023854 BUSY BODIES               | 1,218.00  |         |       |            |
| 287824  | 02/10/2020 | PRINTED | 031117 PROBUILT CUSTOM BUILDING  | 400.00    |         |       |            |
| 287825  | 02/10/2020 | PRINTED | 031150 CNO ENTERPRISES           | 100.00    |         |       |            |
| 287826  | 02/10/2020 | PRINTED | 031387 MICHIGAN'S BEST DECK BUIL | 100.00    |         |       |            |
| 287827  | 02/10/2020 | PRINTED | 031527 M & J CONTRACTING         | 100.00    |         |       |            |
| 287828  | 02/10/2020 | PRINTED | 031547 MGE CARPENTRY             | 200.00    |         |       |            |
| 287829  | 02/10/2020 | PRINTED | 031635 PMG CONTRACTING           | 1,200.00  |         |       |            |
| 287830  | 02/10/2020 | PRINTED | 031667 HALEY LAW FIRM            | 1,000.00  |         |       |            |
| 287831  | 02/10/2020 | PRINTED | 031720 LARS DAVID INC            | 100.00    |         |       |            |
| 287832  | 02/10/2020 | PRINTED | 031913 NATIONWIDE SIGN           | 100.00    |         |       |            |
| 287833  | 02/10/2020 | PRINTED | 031935 LC CUSTOM HOMES           | 100.00    |         |       |            |
| 287834  | 02/10/2020 | PRINTED | 032070 ROOF ONE, LLC             | 300.00    |         |       |            |
| 287835  | 02/10/2020 | PRINTED | 032078 BBC CONSTRUCTION          | 100.00    |         |       |            |
| 287836  | 02/10/2020 | PRINTED | 032142 WOODCRAFT DESIGN          | 100.00    |         |       |            |
| 287837  | 02/10/2020 | PRINTED | 032160 CLASSIC REMODELING        | 100.00    |         |       |            |
| 287838  | 02/10/2020 | PRINTED | 032171 SUMMIT PROPERTIES         | 1,200.00  |         |       |            |
| 287839  | 02/10/2020 | PRINTED | 032332 BLACK & VEATCH            | 3,000.00  |         |       |            |
| 287840  | 02/10/2020 | PRINTED | 032350 EASY EXIT EGRESS WINDOWS  | 100.00    |         |       |            |
| 287841  | 02/10/2020 | PRINTED | 032438 BELLA DECKS LLC           | 100.00    |         |       |            |
| 287842  | 02/10/2020 | PRINTED | 032461 4 EVER WATER TITE LLC     | 100.00    |         |       |            |
| 287843  | 02/10/2020 | PRINTED | 032488 SQUARE FIT LLC            | 900.00    |         |       |            |
| 287844  | 02/10/2020 | PRINTED | 032489 MAMMOTH CONSTRUCTION      | 100.00    |         |       |            |
| 287845  | 02/10/2020 | PRINTED | 032570 PGC DEVELOPMENT LLC       | 100.00    |         |       |            |
| 287846  | 02/10/2020 | PRINTED | 032720 JK CONSTRUCTION           | 600.00    |         |       |            |
| 287847  | 02/10/2020 | PRINTED | 032726 POWER HOME SOLAR          | 500.00    |         |       |            |
| 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    |         |       |            |
| 287855  | 02/10/2020 | PRINTED | 032915 ROSEMARY HANAWAY          | 100.00    |         |       |            |
| 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    |         |       |            |
| 287862  | 02/10/2020 | PRINTED | 032922 SHARON BEHREND            | 100.00    |         |       |            |
| 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    |         |       |            |

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

| CHECK # | CHECK DATE | TYPE    | VENDOR NAME                      | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---------|------------|---------|----------------------------------|-----------|---------|-------|------------|
| 287868  | 02/10/2020 | PRINTED | 032928 GERLAD POUNDERS           | 100.00    |         |       |            |
| 287869  | 02/10/2020 | PRINTED | 032929 NEIL ADRIAN               | 100.00    |         |       |            |
| 287870  | 02/10/2020 | PRINTED | 032930 KCL BUILDING & MAINTENANC | 100.00    |         |       |            |
| 287871  | 02/10/2020 | PRINTED | 032931 MICKEY'S CONSTRUCTION     | 100.00    |         |       |            |
| 287872  | 02/10/2020 | PRINTED | 032932 SMOKE BUDDY HEAD SHOP     | 600.00    |         |       |            |
| 287873  | 02/10/2020 | PRINTED | 033020 ALLIED SIGNS INC          | 100.00    |         |       |            |
| 287874  | 02/10/2020 | PRINTED | 033070 RICHARD BARNES            | 100.00    |         |       |            |
| 287875  | 02/10/2020 | PRINTED | 033609 NEW CREATION HOMES INC    | 100.00    |         |       |            |
| 287876  | 02/10/2020 | PRINTED | 033766 SIGNAL USA LLC            | 100.00    |         |       |            |
| 287877  | 02/10/2020 | PRINTED | 033884 WALLSIDE INC              | 100.00    |         |       |            |
| 287878  | 02/10/2020 | PRINTED | 034339 JAMES ALBERT HILL         | 100.00    |         |       |            |
| 287879  | 02/10/2020 | PRINTED | 034585 MARYGROVE AWNING CO       | 600.00    |         |       |            |
| 287880  | 02/10/2020 | PRINTED | 035248 JACQUELYN BILLIE ELLSWORT | 200.00    |         |       |            |
| 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    |         |       |            |
| 287890  | 02/10/2020 | PRINTED | 039472 ARANEAE INC               | 100.00    |         |       |            |
| 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    |         |       |            |
| 287895  | 02/10/2020 | PRINTED | 039951 FOUNDATION SYSTEMS OF MIC | 100.00    |         |       |            |
| 287896  | 02/10/2020 | PRINTED | 041192 CDW GOVERNMENT INC        | 344.55    |         |       |            |
| 287897  | 02/10/2020 | PRINTED | 041460 CLYDES FRAME & WHEEL SERV | 622.13    |         |       |            |
| 287898  | 02/10/2020 | PRINTED | 041495 CMP DISTRIBUTORS INC      | 994.75    |         |       |            |
| 287899  | 02/10/2020 | PRINTED | 043952 CYNERGY PRODUCTS          | 1,246.84  |         |       |            |
| 287900  | 02/10/2020 | PRINTED | 044234 CHAMPAGNE ENGRAVING       | 30.00     |         |       |            |
| 287901  | 02/10/2020 | PRINTED | 051038 DC DENTAL                 | 46.40     |         |       |            |
| 287902  | 02/10/2020 | PRINTED | 051445 DLZ MICHIGAN, INC         | 23,305.50 |         |       |            |
| 287903  | 02/10/2020 | PRINTED | 053389 LUNGHAMER GMC INC         | 105.40    |         |       |            |
| 287904  | 02/10/2020 | PRINTED | 053612 DOVER & COMPANY, LLC      | 681.23    |         |       |            |
| 287905  | 02/10/2020 | PRINTED | 053756 DRUG SCREENS PLUS         | 159.00    |         |       |            |
| 287906  | 02/10/2020 | PRINTED | 081015 F&M MECHANICAL SERVICES L | 1,579.00  |         |       |            |
| 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  |         |       |            |

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

| CHECK # | CHECK DATE | TYPE    | VENDOR NAME                       | UNCLEARED  | CLEARED | BATCH | CLEAR DATE |
|---------|------------|---------|-----------------------------------|------------|---------|-------|------------|
| 287920  | 02/10/2020 | PRINTED | 141575 KOTZ HEATING, COOLING & P  | 462.00     |         |       |            |
| 287921  | 02/10/2020 | PRINTED | 143228 JJ KELLER & ASSOCIATES IN  | 918.00     |         |       |            |
| 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 |         |       |            |
| 287929  | 02/10/2020 | PRINTED | 163095 MAZZA AUTO PARTS INC       | 698.53     |         |       |            |
| 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      |         |       |            |
| 287934  | 02/10/2020 | PRINTED | 183269 SPRINT SOLUTIONS           | 9.30       |         |       |            |
| 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   |         |       |            |
| 287938  | 02/10/2020 | PRINTED | 193017 OAKWAY MUTUAL AID ASSOCIA  | 7,249.00   |         |       |            |
| 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     |         |       |            |
| 287950  | 02/10/2020 | PRINTED | 213395 BOB PIGGOT                 | 60.00      |         |       |            |
| 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      |         |       |            |
| 287960  | 02/10/2020 | PRINTED | 251150 SCOTTS LOCK & KEY SHOP     | 23.00      |         |       |            |
| 287961  | 02/10/2020 | PRINTED | 251238 SERVICE HEATING & PLUMBING | 2,064.67   |         |       |            |
| 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     |         |       |            |

02/06/2020 12:31 | WATERFORD TOWNSHIP  
llievois | AP CHECK RECONCILIATION REGISTER

| P 4  
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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

02/06/2020 12:32 | WATERFORD TOWNSHIP  
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| P 1  
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FOR CASH ACCOUNT: 70000 01000

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  |         |       |            |

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 PALJULIAN          | 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   |            |

**Charter Township Of Waterford**  
**Department Of Public Works**  
 5240 Civic Center Drive  
 Waterford, MI 48329  
 Monthly Utility Report:  
 November 2019

**DPW DAILY WORK LOAD IS PRIMARILY BASED ON WORK ORDER REQUESTS**

|  |                         | # of<br>Work<br>Orders |
|--|-------------------------|------------------------|
| <b>DEPT:</b>                                   | FACILITIES & OPERATIONS | 56                     |
|  | AUTOMOTIVE              | 33                     |
|  | BUILDINGS               | 6                      |
|  | BURIALS                 | 6                      |
| <b>DEPT:</b>                                   | WATER & SEWER           | 407                    |
|  | SERVICE                 | 50                     |
|  | TREATMENT               | 4                      |
|  | ADMINISTRATION          | 61                     |
|  | DISTRIBUTION            | 108                    |
|  | SEWERS                  | 3                      |
|  | ELECTRICAL              | 23                     |
|  | ENGINEERING             | 1                      |
|  | SAFETY                  | 1                      |
|  | <b>Sub Total</b>        | <b>752</b>             |
| FACILITIES & OPERATION<br>AFTER HOUR CALL OUTS |                         | 53                     |
| WATER & SEWER<br>AFTER HOUR CALL OUTS          |                         | 176                    |
| <b>Grand Total</b>                             |                         | <b>981</b>             |

# WATERFORD TOWNSHIP PUBLIC LIBRARY

Director's Report – December 2019

## FROM THE DIRECTOR

Our annual Staff Appreciation Breakfast and in-service meeting included a preview of projects for the coming year.

- Dedicating 2 Internet computers in Adults Services to enable census response online.
- Our Children's Department received a grant through Oakland Schools and Oakland Great Start Collaborative to be a beta test site for an early literacy enhanced storytime program. These Evening Story Times for ages 6 months-4 years will take place over 12 weeks from mid-January through early May.
- Adults programs will include participation in Great Michigan Read. *What the Eyes Don't See* by Dr. Mona Hanna-Attisha is the chosen title. Our discussion will take place in March. Other programs planned include a cooking demonstration and a travelogue.
- The Library Garden Club is preparing to replant the islands in the parking lot with trees.
- Poetry Leaves will present more videotaped interviews with published poets from the Metro-Detroit area, cablecast by Media Network of Waterford. The Exhibition will take place from May 20 through June 3. Deadline to submit a poem is March 27, 2020.
- Capital Improvements include new carpet in the Circulation Lobby, Adults Services and the Quiet Study Room.
- A committee of staff will develop and help us implement a plan to promote library card registration with a goal of increasing the percentage of cardholders to 35%.

## SERVICE UPDATES

*The following Service Updates are highlights by our department heads of activities their staff have been involved in this month.*

### *Adults', Outreach, & Teens' Services*

#### *Submitted by J. Hansen, Head of Adults' & Outreach Services*

Greg Orol, an Outreach patron with some mental issues, had to be banned for 90 days starting December 5 due to unacceptable behavior pertaining to his phone calls to us.

I made some progress weeding the 300s. Mary weeded the entire teen collection.

At my request, Andrew installed a patron-facing monitor at both of the adult desk computers to allow patrons to see the same thing the librarian is seeing on their screen. This will allow much better communication between the patron and librarian during our in-person transactions. The outer monitor can easily be turned on and off as needed to protect patron privacy.

Liz attended TLN Adult Services Committee program presenters showcase which was held at the Rochester Hills Public Library and got quite a few good ideas for programs we can offer in 2020.

Heather Purdon completed her Library Technical Associate degree and will be leaving her Outreach Clerk job to start her new position in Technical Services in January. Two Circulation Clerks expressed interest in the Outreach Clerk position, so I worked on preparations for how to fill that job.

| Outreach circulation detail   |            | Home or Mini-Branch Visits with Materials       |           |
|---|------------|---|-----------|
| Materials delivered to homes  | 194        | Homebound Visits                                | 43        |
| Materials used at mini-branches<br>NOTE: No count from Whispering Woods this month because they had some water leakage/damage in the area where the library is located. | 158        | Senior sites: Canterbury-on-the-Lake & Lockwood | 2         |
| <b>TOTAL</b>  | <b>352</b> | <b>TOTAL</b>                                    | <b>45</b> |

### *Children's Services*

*Submitted by C. Walker, Head of Children's Services & Page Supervisor*

During December, we finished our Saturday programs for children ages 4+ years of age before Christmas. Overall, library foot traffic was down this month as families are busy with the approach of the holidays and the winter school break. Our storytime this month featured the Dr. Seuss' story "How the Grinch Stole Christmas" with games, crafts, and goodies. We showed the movie in the afternoon. We also had our last Lego Club of the year. The children's department finished ordering materials as of December 1<sup>st</sup>. We continued to work on weeding the collection and getting ready for our winter storytimes and programs.

### *Circulation Services*

*Submitted by J. Deahl, Circulation Services Coordinator*

Our final department meeting for year was Friday, December 13, 2019. At that meeting, the circulation staff were instructed to refrain from using the paper method of pulling hold requests and to use the electronic method instead. Prior to that meeting half of the department had shifted to using our tablet while the remainder chose to continue with paper. While the result is same, issues began arising because the two methods differ substantially and materials not found are handled differently.

Two of our clerks expressed an interest in transitioning from the Circulation department over to Outreach Services when one of two positions in outreach becomes vacant at the start of 2020. I am expecting the department to be short staffed as early as January 2, 2020. As is always the case, the vacant schedule must be offered to anyone presently on staff before we can set the wheels in motion to begin filling the position.

### **DONATIONS**

Total \$300

- Joel & Dorothy Walter, \$300, unrestricted

PROGRAMS IN THE LIBRARY AND OFF-SITE

| <b>PROGRAM</b>                                    | <b>PARTICIPANTS</b> |
|---|---------------------|
| <b>ADULTS</b>                                     |                     |
| Waterford Genealogy Society (2 sessions)          | 43                  |
| Waterford Genealogical Society Evening            | 5                   |
| Evening Book Discussion                           | 6                   |
| Afternoon Book Discussion (no meeting this month) | 0                   |
| Poetry Writers Workshop                           | 5                   |
| Waterford Writers Workshop (2 sessions)           | 14                  |
| Weekly Knitting Group (3 sessions)                | 27                  |
| Tests proctored                                   | 3                   |
| <b>SUBTOTAL</b>                                   | <b>103</b>          |
| <b>TEENS</b>                                      |                     |
| Tuesday Teens (1 meeting)                         | 9                   |
| <b>SUBTOTAL</b>                                   | <b>9</b>            |
| <b>CHILDREN</b>                                   |                     |
| Saturday Special: Grinch Day (ages 5+)            | 100                 |
| Lego Club (ages 5+) – 2 sessions                  | 26                  |
| Family Movie: The Grinch                          | 17                  |
| Christmas Tree Lighting Exhibitor (off-site)      | 170                 |
| Breakie Bunch Daycare Visit (off-site)            | 32                  |
| <b>SUBTOTAL</b>                                   | <b>345</b>          |
| <b>TOTAL PROGRAM PARTICIPATION</b>                | <b>457</b>          |

| <b>2019 STATISTICAL SUMMARY</b>                            |             |             |               |             |
|--|-------------|-------------|---------------|-------------|
|  |             | <b>2017</b> | <b>2018</b>   | <b>2019</b> |
| <b>ANNUAL</b>  |             |             |               |             |
| <b>CARDHOLDERS</b>   |             |             |               | <b>YTD</b>  |
|  | TOTAL       | 22,112      | 22,655        | 20,503      |
|  | NEW         | 2,826       | 168           | 131         |
|  | % RESIDENTS | 30%         | 31%           | 28%         |
| <b>COLLECTION</b>  |             |             |               |             |
|  | TOTAL       | 602,814     | 531,523       | 858,349     |
|  | eCONTENT    | 484,558     | 374,144       | 438,192     |
|  | % eCONTENT  | 80%         | 70%           | 51%         |
| <b>MONTHLY - DECEMBER</b>                                  |             |             |               |             |
| <b>TOTAL SERVICE HOURS</b>                                 |             | 215         | 0             |             |
| <b>VISITS</b>  |             |             |               |             |
|  | TOTAL       | 51,540      | 56,711        | 47,868      |
|  | IN-LIBRARY  | 10,037      | 11,797        | 11,123      |
|  | AVG/DAY     | 460         | 516           | 475         |
|  | REMOTE      | 41,503      | 44,914        | 36,745      |
| <b>CHECKOUT TRANSACTIONS</b>                               |             |             |               |             |
|  | TOTAL       | 18,158      | 20,564        | 17,014      |
|  | eCONTENT    | 3,725       | 4,269         | 4,436       |
|  | % eCONTENT  | 21%         | 21%           | 26%         |
| <b>INTERLIBRARY LOAN</b>                                   |             |             |               |             |
|  | SENT        | 2,551       | 3,956         | 1,868       |
|  | RECEIVED    | 3,168       | 2,303         | 2,596       |
| <b>NET LENDER / (NET BORROWER)</b>                         | NET         | (617)       | 1,653         | (728)       |
| <b>REFERENCE TRANSACTIONS</b>                              |             |             |               |             |
|  | TOTAL       | 1,253       | 1,524         | 822         |
|  | AVG/HOUR    | 6           | 6             | 4           |
| <b>TOTAL MEETING ROOM BOOKINGS</b>                         |             |             |               |             |
| (2019 count includes Assisted Study and Group Study rooms) | TOTAL HOURS | 323         | 297           | 278         |
|  |             |             | DECEMBER 2019 |             |

**BOARD OF TRUSTEES**  
Gary Wall, Supervisor  
Kim Markee, Clerk  
Margaret Birch, Treasurer  
Anthony M. Bartolotta, Trustee  
Arthur Frasca, Trustee  
Karen Joliat, Trustee  
Steven Thomas, Trustee



**Gary Wall**  
Township Supervisor

5200 Civic Center Drive  
Waterford, Michigan 48329-3773  
Telephone: (248) 674-6201 Fax: (248) 674-5451  
gwall@waterfordmi.gov

## MEMO

**To: The Honorable Waterford Township Board**

**From: Gary Wall, Supervisor** *GW*

**Date: February 5, 2020**

**Re: Nature Center Advisory Board – Reappointments**

---

I respectfully request the Township Board's approval for the re-appointment of Waterford Township residents Aubrey Golden & Murray Day to the Nature Center Advisory Board for three-year terms to expire March 9, 2023.

The current Nature Center Advisory Board voted to renew both appointments, the two members have agreed to continue service on this Board, and I concur with these recommendations.

Both Aubrey and Murray have served the community on this Board and continue to show commitment and dedication to the preservation, maintenance, and promotion of the Drayton Plains Nature Center as one of Waterford's most unique and treasured assets.

Thank you for your consideration.

*With us there are no boundaries*

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Steven Thomas, Trustee



**Gary Wall**  
Township Supervisor

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gwall@waterfordmi.gov

## MEMO

To: The Honorable Waterford Township Board of Trustees  
From: Gary Wall, Township Supervisor   
Date: February 5, 2020  
Re: Parks & Recreation Board – Appoint Roman Wasylkevych

---

I respectfully request the Township Board's approval for the appointment of Waterford resident Roman Wasylkevych to the Parks and Recreation Board for a term to expire December 31, 2021. Mr. Wasylkevych will complete the term of Board member Darren Chidester who recently resigned from the Board.

The Waterford Township Parks and Recreation Department as directed by its Board serves a critical role in providing programs and services related to enhancing the quality of life for Waterford residents, as well as conserving and protecting the Township's natural resources.

Mr. Wasylkevych is a long-time (36 years) Waterford resident and an athlete with interest in running, cycling, tennis, golf, and swimming. He and his family frequently utilize Waterford's parks facilities. I personally met with him and feel confident that he will bring knowledge, experience and enthusiasm to the Parks and Recreation Board.

Thank you for your consideration.

**With us there are no boundaries**

BOARD OF TRUSTEES  
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Margaret Birch, Treasurer  
Anthony M. Bartolotta, Trustee  
Arthur Frasca, Trustee  
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Township Supervisor

5200 Civic Center Drive  
Waterford, Michigan 48329-3773  
Telephone: (248) 674-6201 Fax: (248) 674-5451  
gwall@waterfordmi.gov

## MEMO

**To: The Honorable Waterford Township Board**

**From: Gary Wall, Township Supervisor** *GW*

**Date: February 5, 2020**

**Re: Appointment of Jerry Frericks as Zoning Board of Appeals Alternate**

---

I respectfully request the Township Board approve the appointment of Waterford resident and business owner Jerry Frericks as an alternate for the Zoning Board of Appeals for the term February 11, 2020 to March 31, 2022. Mr. Frericks appointment will fill the vacancy created when alternate member Todd Bonnivier was appointed to the ZBA as a full-time member to replace Garry Crake, who resigned.

The Zoning Board of Appeals is responsible for:

- Hearing requests for variances from the non-use requirements of the Zoning Ordinance, and granting such variances where practical difficulties exist.
- Conducting appeals of administrative actions made in carrying out or enforcing any Ordinance provisions.
- Hearing and deciding requests for interpretation of the Ordinance.
- Hearing and deciding appeals from the decision of the Planning Commission regarding special approval uses.

Mr. Frericks is a long-time resident and residential and commercial builder and developer based out of Waterford Township. His most recent residential development in Waterford is Angelus Park on Clintonville Rd. at the former Jayno Adams Elementary property.

Jerry's extensive experience in the building trade more than qualifies him to serve in this capacity, and his knowledge and expertise will make Jerry a welcome asset to the ZBA.

Thank you for your consideration.

**With us there are no boundaries**



**CHARTER TOWNSHIP OF WATERFORD CLERK'S OFFICE**  
 5200 Civic Center Dr. • Waterford, MI 48329  
 Phone 248-674-6266 • Fax 248-674-5455  
 Web Page www.waterfordmi.gov

**BANNER APPLICATION**

Date Received 1/30/2020 Fee \$10.00 Per Banner \$80.00 CL# 3052 Date of Township Board Action: \_\_\_\_\_  
 DATE OF INSTALLATION: \_\_\_\_\_ DATE OF REMOVAL: \_\_\_\_\_

**BANNERS MAY HANG FOR A MAXIMUM OF 3 WEEKS**

**Applicant Information**

|  |  |                              |             |
|--|--|------------------------------|-------------|
| NAME<br>Marie E Hauswirth                    |  | PHONE NUMBER<br>248-666-8600 |             |
| ADDRESS<br>2309 Airport Rd                   |  | CITY<br>Waterford            | STATE<br>MI |
| EMAIL ADDRESS<br>marieh@waterfordchamber.org |  | ZIP CODE<br>48327            |             |

Date of Installation: March 7, 2020

Date of Removal: March 27, 2020

**ATTACH A PHOTOGRAPH OR RENDERING OF THE PROPOSED BANNER**

**CHOOSE LOCATION(S) TO PLACE BANNER(S):** \$10.00 per banner / per side

- Pontiac Lk. Rd. Overpass near Senior Center
- M-59 Overpass near Lynn St.
- Walton Blvd. Overpass near Mason Middle School
- Williams Lake Rd.

1. Banner must be a minimum of 18' above the roadway at its lowest point
2. Banner must be a minimum of 10' from a traffic signal
3. Banner content shall be related to an activity taking place within and shall be located within the jurisdictional boundaries of Waterford Township. Any deviation from this policy must be approved by the Township Board
4. No promotion of products or political messages are allowed
5. Lettering of a sponsor's name, if applicable, shall be a maximum of 3" lettering if on a single line, or 2" lettering if on more than one line
6. Once approved, the Clerk's Office will submit Form 2204 to the MDOT Region TCS Office at least 5 days before the installation of the banner

I, THE UNDERSIGNED APPLICANT, HEREBY SWEAR THAT ALL OF THE STATEMENTS, ANSWERS AND INFORMATION I HAVE PROVIDED IN OR AS PART OF THIS APPLICATION ARE TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. AND I UNDERSTAND AND ACKNOWLEDGE THAT ANY FALSEHOODS OR MISREPRESENTATIONS CONTAINED IN SUCH STATEMENTS, ANSWERS OR INFORMATION CAN, AMONG OTHER THINGS, BE THE CAUSE OF A DENIAL OF THE REQUESTED PERMIT AND CAUSE FOR THE REVOCATION OF ANY PERMIT ISSUED TO THE APPLICANT.

DATE: January 29, 2020

SIGNED: Marie E. Hauswirth

PRINT NAME: Marie E. Hauswirth

*Waterford Area*

**BUSINESS & HOME**

**EXPO**

**Mott High School**

**Thur. March 26 5:30-8 PM**

**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**

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.

**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 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.

**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 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.

**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/major manufacturer 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.

**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. 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:

**BOARD OF TRUSTEES**  
Gary Wall, Supervisor  
Kimberly F. Markee, Clerk  
Margaret Birch, Treasurer  
Anthony M. Bartolotta, Trustee  
Arthur Frasca, Trustee  
Karen Joliat, Trustee  
Steven Thomas, Trustee



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Waterford, Michigan 48329-3773  
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www.waterfordmi.gov

**DEVELOPMENT SERVICES  
DEPARTMENT**  
Rob Merinsky, P.E.  
Director  
Brent A. Gibson  
Superintendent of Building  
Division  
Scott Alef  
Planner II of Planning & Zoning  
Division

## **MEMORANDUM**

Date: February 5, 2020

To: Honorable Township Board Members

From: Scott Alef, Planner II

RE: Rezoning Case No. 19-12-03  
Rezone from R-M1, Low Density Multiple Family Residential to R-1A,  
Single-Family Residential

Location: 3550 Watkins Lake Rd. North side of Watkins Lake Rd. with 295 feet of  
frontage, west of Scott Lake Rd.

Applicant: Vera Camaj, 5006 Forest Valley Dr., Clarkston, MI 48348

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### **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

**With us there are no  
boundaries**

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 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.

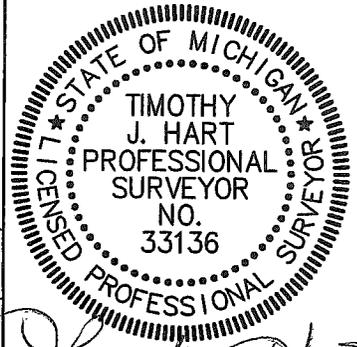
# KIEFT ENGINEERING, INC.

PROFESSIONAL CIVIL ENGINEERS AND LAND SURVEYORS



5852 South Main Street, Ste #1  
Clarkston, Michigan 48346  
Tel: 248-625-5251  
Fax: 248-625-7110  
www.kiefteng.com

## CERTIFICATE OF SURVEY



Survey for VIP RESTORATION LLC. Date 11-19-19

Address 5006 FOREST VALLEY DR. CLARKSTON, MI 48348 Job No. 2019.319

### SPLIT OF PARCEL 13-14-327-029

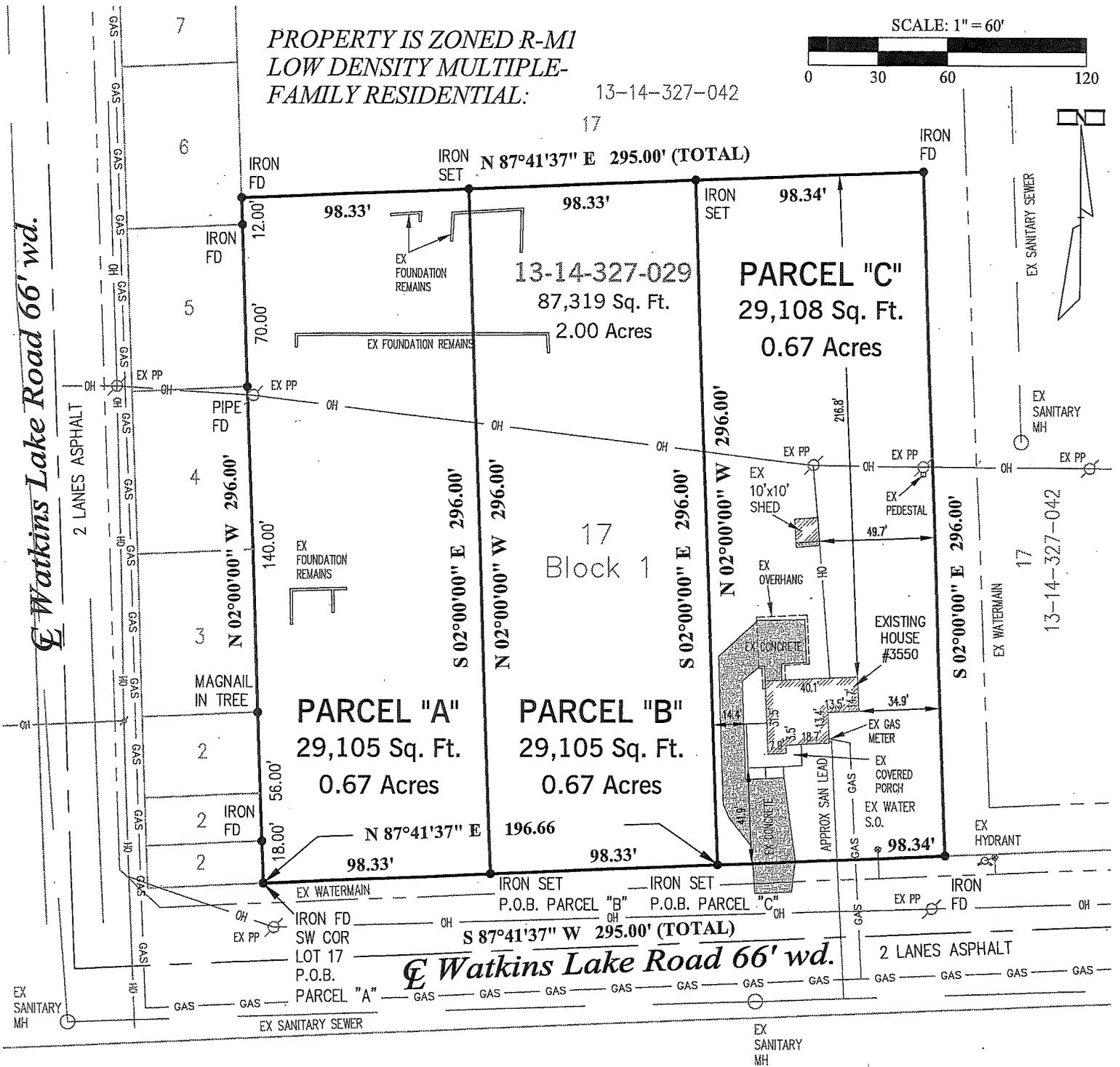
SHEET 1 OF 2

PROPERTY IS ZONED R-M1  
LOW DENSITY MULTIPLE-  
FAMILY RESIDENTIAL:

13-14-327-042

17

SCALE: 1" = 60'



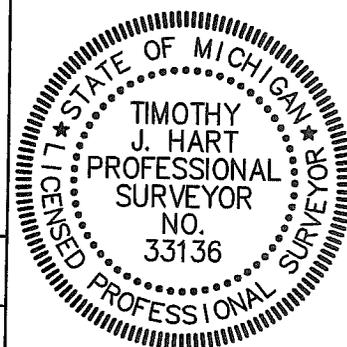
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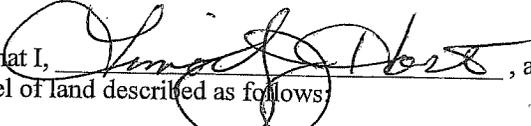


Survey for VIP RESTORATION LLC. Date 11-19-19  
Address 5006 FOREST VALLEY DR. CLARKSTON, MI 48348 Job No. 2019.319

### **SPLIT OF PARCEL 13-14-327-029**

SHEET 2 OF 2

I hereby certify that I surveyed and mapped said land platted and/or described on March 19, 2019, and that the relative positional precision of each corner are within limits accepted by the practice of professional surveying and that all of the requirements of P.A. 132 1970 as Amended have been complied with. Bearings shown on this survey were determined in the following manner: "Plat of Co-Tu-Ma-Bi-Bluffs", NE 1/4 of the SW 1/4 of Section 14, T3N, R9E, Waterford Township, Oakland County, Michigan. As Recorded in Liber 4 of Plats, Page 13, Oakland County Records.

This is to certify that I, , a Professional Land Surveyor, have this date made a survey of a parcel of land described as follows:

#### **PARCEL "A" (PART OF PARCEL 13-14-327-029)**

PART OF THE SOUTH 296.00 FT OF THE WEST 295.00 FT OF LOT 17 BLOCK 1, "PLAT OF CO-TU-MA-BI-BLUFFS", NE 1/4 OF THE SW 1/4 OF SECTION 14, T3N, R9E, WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN. AS RECORDED IN LIBER 4 OF PLATS, PAGE 13, OAKLAND COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SW CORNER OF SAID LOT 17, "PLAT OF CO-TU-MA-BI-BLUFFS"; TH N 02°00'00" W 296.00 FT; TH N 87°41'37" E 98.33 FT; TH S 02°00'00" E 296.00 FT; TH S 87°41'37" W 98.33 FT TO THE POINT OF BEGINNING. CONTAINING 29,105 SQ. FT. OR 0.67 ACRES. SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD, IF ANY.

#### **PARCEL "B" (PART OF PARCEL 13-14-327-029)**

PART OF THE SOUTH 296.00 FT OF THE WEST 295.00 FT OF LOT 17 BLOCK 1, "PLAT OF CO-TU-MA-BI-BLUFFS", NE 1/4 OF THE SW 1/4 OF SECTION 14, T3N, R9E, WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN. AS RECORDED IN LIBER 4 OF PLATS, PAGE 13, OAKLAND COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT LOCATED N 87°41'37" E 98.33 FT FROM THE SW CORNER OF SAID LOT 17, "PLAT OF CO-TU-MA-BI-BLUFFS"; TH N 02°00'00" W 296.00 FT; TH N 87°41'37" E 98.33 FT; TH S 02°00'00" E 296.00 FT; TH S 87°41'37" W 98.33 FT TO THE POINT OF BEGINNING. CONTAINING 29,105 SQ. FT. OR 0.67 ACRES. SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD, IF ANY.

#### **PARCEL "C" (PART OF PARCEL 13-14-327-029)**

PART OF THE SOUTH 296.00 FT OF THE WEST 295.00 FT OF LOT 17 BLOCK 1, "PLAT OF CO-TU-MA-BI-BLUFFS", NE 1/4 OF THE SW 1/4 OF SECTION 14, T3N, R9E, WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN. AS RECORDED IN LIBER 4 OF PLATS, PAGE 13, OAKLAND COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT LOCATED N 87°41'37" E 196.66 FT FROM THE SW CORNER OF SAID LOT 17, "PLAT OF CO-TU-MA-BI-BLUFFS"; TH N 02°00'00" W 296.00 FT; TH N 87°41'37" E 98.34 FT; TH S 02°00'00" E 296.00 FT; TH S 87°41'37" W 98.34 FT TO THE POINT OF BEGINNING. CONTAINING 29,108 SQ. FT. OR 0.67 ACRES. SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD, IF ANY.

**SECTION CORNER WITNESSES NOT SHOWN DUE TO PARCEL FALLING WITHIN A RECORDED PLAT.**

STATE OF MICHIGAN

COUNTY OF OAKLAND

ORDINANCE NO. 2020-Z-001

**ZONING ORDINANCE MAP AMENDMENT**

An ordinance to amend the Waterford Township Zoning Ordinance by rezoning a parcel of property and amending the Zoning Map.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

**Section 1 of Ordinance**

The parcel of property that is assigned tax parcel number 13-14-327-029, legally described below, with current address of 3550 Watkins Lake Rd. are rezoned from **Rezone from R-M1, Low Density Multiple-Family Residential to R-1A, Single-Family Residential**, with the Zoning Map that is adopted by and made part of the Waterford Township Zoning Ordinance in Section 3-101, to be changed and amended to reflect this rezoning.

**Section 2 of Ordinance**

The effective date of this ordinance shall be on the 8<sup>th</sup> day after publication, or a later date as provided in the Michigan Zoning Enabling Act for when a petition for voter referendum on this Ordinance and/or a notice of intent to submit such a petition is timely filed with the Township Clerk.

**CERTIFICATION**

I certify that this Zoning Ordinance Map Amendment Ordinance was adopted by a majority vote of the members of the Board of Trustees of the charter Township of Waterford at a meeting duly called and held on \_\_\_\_\_.

CHARTER TOWNSHIP OF WATERFORD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kimberly F. Markee, Township Clerk

## **Property Descriptions**

**PARCEL 13-14-327-029**

IS DESCRIBED AS

T3N, R9E, SEC 14 CO-TU-MA-BI BLUFFS S 296 FT OF W 295 FT OF LOT 17 BLK 1

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Chairperson Werth called the meeting to order at 4:35p.m.

I. Roll Call

Present: Sandra Werth, Chairperson  
Steve Reno, Vice Chairperson  
Matt Ray, Secretary  
Tony Bartolotta, Commissioner  
Dave Kramer, Commissioner  
Scott Sintkowski, Commissioner  
Colleen Murphy, Commissioner

Also Present: Scott Alef, Planner II  
Amy Williams, Departmental Aide  
Rob Merinsky, Director/Engineering  
Gary Dovre, Township Attorney

II. Approval of the December 10, 2019 Planning Commission meeting minutes as corrected.

**MOTION AND VOTE**

*Moved by Kramer*

*Supported by Reno; Resolved to **APPROVE** the Minutes of the December 10, 2019 Planning Commission Meeting as corrected.*

**MOTION CARRIED UNANIMOUSLY  
(7-0)**

III. Approval of January 28, 2020 Planning Commission meeting agenda.

**MOTION AND VOTE**

*Moved by Reno*

*Supported by Bartolotta; Resolved to **APPROVE** the January 28, 2020 Planning Commission Meeting Agenda.*

**MOTION CARRIED UNANIMOUSLY  
(7-0)**

IV. Public Hearings

1.) Special Approval. 19-12-01, AT&T Mobility (Staff Reviewer – Scott Alef) (RE-REVIEW)

Location: 6515 Highland Rd  
Request: Special Approval under Section 2-600 and 4-006 of the Waterford Zoning Ordinance to permit a new wireless communication facility in an O-2, General Office Zoning District.  
Parcel I.D. No.: 13-20-129-004  
Applicant: AT&T Mobility c/o Haley Law Firm, PLC

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Applicant or representative present: Walley Haley

**Commissioner Sintkowski** stated that he lives within 500ft. of the proposed tower and that he is a customer of AT&T. He asked if he should recuse himself from this case.

**MOTION AND VOTE**

Moved by **Bartolotta**, supported by **Kramer**; Resolved to not recuse commissioner Sintkowski from this hearing.

**MOTION CARRIED UNANIMOUSLY  
(6-0)**

**Mr. Alef** gave a brief visual presentation of the site location of a proposed monopole cellular tower across from the airport. The applicant wishes to fill a gap in coverage.

During the public portion of the meeting, the following spoke regarding this request.

**Mr. Haley** argued his case that the tower should be installed in commercial/busy areas and not in residential, and that other carriers will want to collocate on this tower. His client has agreed to lower the height from 100ft. to 85ft. in the hope to satisfy any airport height concerns. They now have the FAA report that supports a tower of the original height in this location. They have submitted revised plans that no longer require a variance, and he feels that the lights would make it more visible and not hinder helicopter pilots.

**Cheryl Bush**, Manager of Aviation for the Oakland County Airport spoke up to voice continued concerns for a tower in this location that helicopters routinely travel over. Although she appreciates, the concessions AT&T is trying to make, she still feels strongly that another location would be more suitable and not jeopardize the safety of pilots.

Discussion continued to see if any compromise could be made that would make this any less of a safety concern for pilots.

**Attorney Dovre** spoke to the board to advise on using the motion templates provided and reminded them to be sure to include any conditions for items not yet addressed, like a fall zone letter.

**MOTION AND VOTE**

Moved by **Reno**, supported by **Bartolotta**, to deny the request for special approval for the following reasons:

- 1) *The proposed 90 feet tall tower facility would be detrimental to the public safety and welfare contrary to Section 6-100.6.A(1) of the Ordinance based on the safety concerns documented in the record from the Oakland County International Airport, Mead & Hunt, the Oakland County Sheriff, and Magnum Helicopters, which reflect local concerns that the FAA approval and Michigan Department of Transportation Tall Structures Permit do not appear to have taken into account.*

- 
- 2) *The location and design of the proposed 90 feet tall tower facility would not be harmonious with the surrounding area, which includes Oakland County International Airport, as required by Section 6-100.6.A(2) of the Ordinance.*
  - 3) *The soils report required by Section 6-100.6.A(13) of the Ordinance has not been provided.*
  - 4) *A current certified fall zone letter as required by Section 6-100.7.B of the Ordinance has not been provided.*
  - 5) *The deficiency in fees of \$1,450.00 has not been corrected by payment or a waiver by the Township.*

6) *This Motion includes the following findings and conclusions*

**The following findings are made on the review criteria in Ordinance Section 4-006.3**

- A. *The proposed new wireless communication facility is not in accordance with the objectives of the Master Plan and with future land use plans for the area as adopted or maintained by the Planning Commission.*
- B.1 *The proposed new wireless communication facility will not be compatible with adjacent uses of land in terms of building and activity location, scope of activity, character, hours of operation, compliance with the performance standards required under ARTICLE II, Division 2-2.*
- B.2 *The proposed new wireless communication facility will have an adverse effect on the environment or adjacent properties beyond the normal effects of permitted principal uses in the same zoning district.*
- B.3 *The proposed new wireless communication facility will result in an impairment, pollution, and/or destruction of air, water, natural resources and/or the public trust therein.*
- C. *The proposed new wireless communication facility is not located in any Special Approval use service areas identified and adopted by the Planning Commission.*
- D. *The proposed new wireless communication facility will be a use that does impose an unreasonable burden upon public services and utilities.*

**The conclusions on the considerations in Ordinance Section 4-006.4 are:**

- A.1 *The proposed new wireless communication facility is not of such location, size and character as to be compatible with the orderly development of the zoning district in which it is situated.*
- A.2 *The proposed new wireless communication facility will not be compatible with the orderly development or use of adjacent zoning lots.*
- A.3 *Pedestrian circulation will not be hindered by the proposed new wireless communication facility.*
- A.4 *Outdoor operations and display in connection with the proposed new wireless communication facility will burden and/or disrupt uses on adjacent properties.*
- A.5 *The natural and surrounding environment will not be negatively impacted by the proposed new wireless communication facility.*

- 
- B. *The proposed new wireless communication facility will be within the capacity limitations of the existing or proposed public services and facilities which serve its location.*
  - C. *The proposed new wireless communication facility will be conducive to fulfilling a gap in the geographic coverage of such services to Township residents.*

**MOTION CARRIED**

**(4-3)** with commissioners Murphy, Sintkowski and Werth opposed.

2.) Rezoning. 19-12-03, Vera Camaj (Staff Reviewer – Scott Alef)

Location: 3550 Watkins Lake Rd  
Request: Rezone from R-M1, Low Density Multiple-Family Residential District to R-1A, Single-Family Residential District.  
Parcel I.D. No.: 13-14-327-029  
Applicant: Vera Camaj

**Mr. Alef** gave a brief history of the zoning for this property and informed the commissioners that if approved, they plan on splitting the lot into 3 parcels.

During the public portion of the meeting, the following spoke in favor of this request.

**Patty Smith** of 1811 Watkins Lake Rd. favors this request, and would prefer single family over multiple family across the street.

**MOTION AND VOTE**

*Moved by Kramer*

*Supported by Sintkowski; Resolved to forward a favorable recommendation in Case No. 19-12-03 on to the Township Board, to rezone the subject property of this application from R-M1, Low Density Multiple-Family Residential District to R-1A Single-Family Residential District based on the following findings and conclusions under the Ordinance approval recommendation guidelines which are based on assessment of the information and statements presented in this case by or for the Township Staff, Applicant, and members of the public.*

**Findings:**

- A. *The requested zoning change is consistent with the adopted Master Plan as amended.*
- B. *The requested zoning change is consistent with existing uses and zoning classifications of properties within the general area of the subject zoning lot.*
- C. *The subject zoning lot is physically suitable to provide all dimensional and site requirements for the range of uses permitted under the proposed zoning classification.*

- 
- D. *The trend of development in the general area of the subject zoning lot is consistent with the requested zoning change.*
  - E. *The Township and other public agencies do possess the capacity to provide all utility and public safety services that would be required for the range of land uses permitted under the proposed zoning classification.*
  - F. *The requested zoning change and the resulting range of uses permitted under the proposed zoning classification will not result in any significant environmental impacts.*
  - G. *The proposed zoning amendment will not be detrimental to the public interest.*

**MOTION CARRIED UNANIMOUSLY  
(7-0)**

3.) Special Approval. 20-01-01, Elowsky Lawn Services (Staff Reviewer – Scott Alef)

Location: 2527 Dixie Hwy  
Request: Special Approval per Section 3-806.5.C (6) and 4-006 to permit Outdoor Storage as an accessory use within an M-1, Light Industrial zoning district  
Parcel I.D. No.: 13-13-177-023  
Applicant: Elowsky Lawn Services

Applicant or representative present: Stephanie Elowsky

**Mr. Alef** gave a brief overview and visual presentation of this property. Owners have been operating with similar activity but are now submitting for a formal site plan and provide proper screening. The surrounding area use has been heavy industrial for some time. MDOT has concerns with the two entrances, and would like them to reduce it to one. The current parking along the front extends in to the right-of-way, and if it could be eliminated to provide more greenspace.

**Ms. Elowsky** added that the only concerns would be with seasonal vehicles being stored rather than coming and going. She did not think there would be any issues to close off one drive access and remove the parking along the front to add more landscaping.

During the public portion of the meeting, no one spoke regarding this request.

**MOTION AND VOTE**

*Moved by Ray*

*Supported by Reno; to **APPROVE** with conditions the request for special approval in this case based on the following findings and conclusion under the Ordinance review criteria*

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*and considerations, which are based on assessment of the information and statements presented in this case by or for the Township Staff, Applicant, and members of the public.*

***Findings:***

- A. *The proposed use is in accordance with the objectives of the Master Plan and with future land use plans for the area as adopted or maintained by the Planning Commission.*
- B.1 *The proposed use will be compatible with adjacent uses of land in terms of building and activity location, scope of activity, character, hours of operation, and compliance with the performance standards required under ARTICLE II, Division 2-2.*
- B.2 *The proposed use will not have an adverse effect on the environment or adjacent properties beyond the normal effects of permitted principal uses in the same zoning district.*
- B.3 *The proposed use will not result in an impairment, pollution, and/or destruction of air, water, natural resources and/or the public trust therein.*
- C. *The proposed use is not located in any Special Approval use service areas identified and adopted by the Planning Commission.*
- D. *The proposed use will not impose an unreasonable burden upon public services and utilities.*
- E. *The proposed use will be in compliance with the regulations of the Zoning District in which it is proposed to be located.*

**Conclusions:**

- A.1 *The proposed use is of such location, size and character as to be compatible with the orderly development of the Zoning District in which it is proposed to be situated.*
- A.2 *The proposed use will be compatible with the orderly development or use of adjacent zoning lots.*
- A.3 *Pedestrian circulation will not be hindered by the proposed use.*
- A.4 *Outdoor operations and display in connection with the proposed use will not burden and/or disrupt uses on adjacent properties.*

- 
- A.5 *The natural and surrounding environment will not be negatively impacted by the proposed use.*
  - B. *The proposed use will be within the capacity limitations of the existing or proposed public services and facilities which serve its proposed location.*
  - C. *The proposed use will be conducive to fulfilling a gap in the geographic coverage of such services to Township residents.*

*The conditions of this approval, which have considered the Planning Commission's ability to impose reasonable restrictions to ensure compliance with the performance standards established in the Zoning Ordinance, are as follows:*

1. *Eliminate the southerly drive along the front of the property and get MDOT approval.*
2. *Eliminate the parking that extends into the right-of-way.*
3. *Move the sidewalk back and add more landscaping along the front.*

**MOTION CARRIED UNANIMOUSLY  
(7-0)**

V. Conceptual Site Plans:

- 1.) Site Plan # PSP. 20-1352, Oakland County Business Park – Distribution Center (Staff Reviewer – Scott Alef)

Location: 327 N Telegraph Rd  
Request: Concept Site Plan Review  
Parcel I.D. No.: 13-25-200-036 & 13-25-200-013  
Applicant: ARI-EL Enterprises

Applicant or representative present: Ari Leibovitz

**Mr. Alef** gave a brief visual overview of this conceptual plan for a freight handling distribution center. He noted that this plan is incomplete as submitted. MDOT did not have enough time to review, there is no street scape provided (which is required) and other issues not yet addressed. Staff could not recommend approval at this time.

**Mr. Leibovitz** commented on how the demolition of the former mall was ahead of schedule and that he is trying to move forward. He has always planned to incorporate a distribution center in this area and that is why the overlay zone was pursued. There is a big demand for this type of facility. He plans to develop an up to date facility but is not ready to discuss landscape and streetscape at this time. He has reserved this outer

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space for other uses and development but does not yet know what that will be. He has had some feedback from MDOT and made some revisions but was hoping to get a green light from the Township to proceed and be ready to build. He further advised the commissioners that he has had numerous conversations with engineering and DPW about utilizing the existing lateral water main and storm sewer. He does not want to spend a lot of money now to replace them when they are not yet sure about the rest of the development. His plan is to test the lines and make some repairs, but to hold off on replacement until the rest of the development is decided on.

Discussion continued regarding the lack of items needed to proceed with conceptual site plan approval or to table this for more information.

**Attorney Dovre** spoke to the board to clarify Township Ordinance requirements for conceptual site plan approval and further advised on possible options for the applicant to work with staff to meet requirements.

**Mr. Merinsky**, spoke up to answer a question from the board regarding the water main. He said that staff recommended that they replace the old lines with new lines. The existing lines have been out of service for several years and DPW does not want to them. It would be up to the owner to test the lines and come to an agreement with DPW regarding this issue.

**MOTION AND VOTE**

*Moved by Reno*

*Supported by Bartolotta; Resolved to **TABLE** this until the February 25<sup>th</sup> meeting.*

**MOTION CARRIED UNANIMOUSLY**

**(7-0)**

VI. Discussion

1.) City of Auburn Hills Master Plan Update

Mr. Alef said that he just wanted the Commissioners to be aware of this information.

VII. All Else

VIII. Adjourn

Chairperson Werth adjourned the meeting at 6:23p.m.



# Rezoning Case #19-12-03 Vera Camaz - R-M1 to R-1A Aerial Map



1:4,514



752.3 0 376.17 752.3 Feet

SOURCES: The Charters Township of Waterford and Oakland County, MI. Oakland County parcel data, Updated weekly.

DISCLAIMER: Information depicted hereon is for reference purposes only. It was compiled from the best available resources which have varying degrees of accuracy. This map is not a legally recorded map nor a survey and is not intended to be used as such. The Charter Township of Waterford assumes no responsibility for error that arise from this map.



# Rezoning Case #19-12-03 Vera Camaz - R-M1 to R-1A Zoning Map



1:4,514



752.3 0 376.17 752.3 Feet

SOURCES: The Charters Township of Waterford and Oakland County, MI. Oakland County parcel data, Updated weekly.

DISCLAIMER: Information depicted hereon is for reference purposes only. It was compiled from the best available resources which have varying degrees of accuracy. This map is not a legally recorded map nor a survey and is not intended to be used as such. The Charter Township of Waterford assumes no responsibility for error that arise from this map.



**(ARTICLE III, DIVISION 3-3 cont.)****SECTION 3-303. R-1, R-1A, R-1B, R-1C SINGLE-FAMILY RESIDENTIAL DISTRICTS**

The regulations in the subsections below shall apply to properties in the R-1, R-1A, R-1B, and R-1C Single-Family Residential Zoning Districts:

1. **Purpose and Intent.** The R-1, R-1A, R-1B, and R-1C zoning districts are intended to implement the goals of the Single-Family land use designation, as described in Chapter 8 of the Waterford Township Master Plan-2003-2023 and identified on the Future Land Use Maps, by providing areas in the Township for single-family dwellings, affordable housing, and residentially related uses. These districts are designed to provide for a limited range of single-family density to encourage the viability of single-family residential land use, to prohibit uses of land which would adversely affect the health, safety, and welfare of residents and the aesthetics and character of residential neighborhoods and areas, and to preserve and protect required and designated open space and natural features to achieve Master Plan Objectives 6-2, *Promote Open Space Developments*, and 6-3, *Ensure All Development Efforts Respect, Preserve, and Protect Waterford's Natural Characteristics and Constraints*. The R-1C district is also designed to implement the Master Plan goal of sustaining the viability of residential use, lot size characteristics, and neighborhood patterns in subdivisions that were platted prior to the establishment of Township-wide zoning in 1963. The R-1, R-1A, R-1B, and R-1C districts are also intended to discourage any land use that would create excessive or unsafe traffic on local streets, and any use which, because of its size or any other characteristics, would create burdens, demands, and costs for public services substantially in excess of such requirements and costs if the district were developed solely for single-family dwellings.
2. **Conformance to Regulatory Standards.** All zoning lots, uses, buildings, and structures within these zoning districts shall comply with **Sections 3-900 and 3-901** and the **Waterford Code of Ordinances, Buildings and Building Regulations, Fire Prevention and Protection, Flood Control and Environmental Protection, Health and Sanitation, and Water and Sewers**. In addition to all other plan review requirements applicable under this Zoning Ordinance, all individual zoning lot developments in these districts consisting of one single-family dwelling shall require approval in accordance with **Section 4-010**. In addition to all other plan review requirements applicable under this Zoning Ordinance, developments in these districts proposed under the **Waterford Code of Ordinances, Subdivision and Land Management Regulations**, or under **Section 4-004.4**, shall require conformance to those regulations and require major site plan review and approval in accordance with **Section 4-004**.
3. **Permitted Principal Uses.** The following uses are permitted as principal permitted uses in the R-1, R-1A, R-1B, and R-1C districts:
  - A. Detached single-family dwellings (*See Dwelling, Single-Family in Section 1-007*).
  - B. Adult day care homes (*See Adult Day Care Facilities in Section 1-007*).
  - C. Child family day care homes (*See Child Day Care Facilities in Section 1-007*).
  - D. Child foster family homes, adult foster care family homes, and adult foster care small group homes (*See Foster Care Facilities in Section 1-007*).
  - E. Neighborhood public utility facilities (*See Public Utility in Section 1-007*) and public utility hardware (*See Public Utility in Section 1-007*).
  - F. Area public utility facilities (*See Public Utility in Section 1-007*), provided that any installations located closer than fifty (50) lineal feet from any adjacent residential dwelling shall be screened with landscaping materials as provided for in the SPL Manual and identified in a landscape plan reviewed and approved by the Zoning Official and Township Engineer, and such landscaping shall not negatively impact accessibility by utility maintenance crews.
4. **Permitted Uses after Special Approval.** The following uses shall be permitted as special approval uses in the R-1, R-1A, R-1B, and R-1C districts, subject to the review and approval of the use in accordance with **Section 4-006** and any conditions hereinafter imposed for each such use:
  - A. Child group day care (*See Child Day Care Facilities in Section 1-007*), when meeting the statutory standards of Public Act 110 of 2006, Michigan Zoning Enabling Act, as amended.
  - B. Hobby breeders (*See Hobby Breeders in Section 1-007*) and kennels (*See Kennels in Section 1-007*) on zoning lots five (5) contiguous acres or larger in area. The Planning Commission may consider requests for this activity on zoning lots between two (2) and five (5) contiguous acres in area.
  - C. Stables (*See Building in Section 1-007*) on zoning lots five (5) contiguous acres or larger in area.
  - D. Nursery establishments (*See Commercial Bulk Vegetation and Soil Resource Establishments in Section 1-007*) on zoning lots five (5) contiguous acres or larger in area.
  - E. Regional public utility facilities (*See Public Utility in Section 1-007*), provided that the Planning Commission determines that no other location is available for the efficient and effective provision of utility services to Township residents, and that reasonable measures are stipulated and implemented to mitigate the impact of such installations on the adjacent properties.

**(ARTICLE III, DIVISION 3-3, SECTION 3-303.4 cont.)**

- F. Educational facilities (*See Educational Facilities in Section 1-007*), except colleges and universities.
  - G. Religious facilities (*See Religious Facilities in Section 1-007*).
  - H. One (1) in-law suite, in the R-1 and R-1A districts only, provided: (1) deed restrictions are recorded against the zoning lot prohibiting occupancy of the in-law suite, at any time, by any person other than in-laws of the family occupying the dwelling unit on the same zoning lot, which deed restrictions shall be subject to the review and approval of the Township Attorney prior to recording; (2) the in-law suite is not occupied by more than two (2) in-laws at the same time; (3) the in-law suite shall be not less than five hundred fifty (550) square feet of usable floor area nor more than fifty (50) percent of the usable floor area of the area occupied by the remainder of the family, exclusive of the in-law suite; and (4) the in-law quarters shall be accessory to a dwelling unit principal use, which is occupied by the family of the in-laws.
  - I. Sod farm and soil resources excavation establishments (*See Commercial Bulk Vegetation and Soil Resource Establishments in Section 1-007*) on zoning lots twenty (20) contiguous acres or larger.
5. **Permitted Uses after Special Accommodation Use Approval.** Adult group day care homes (*See Adult Day Care Facilities in Section 1-007*) and adult foster care medium group homes (*See Foster Care Facilities in Section 1-007*) shall, after receiving approval of the use in accordance with **Section 4-008**, be permitted as special accommodation uses in the R-1, R-1A, R-1B, and R-1C districts, when meeting the statutory standards of Public Act 110 of 2006, Michigan Zoning Enabling Act, as amended, and subject to the conditions hereinafter imposed for each use.
6. **Open Space Preservation.** Zoning lots within the R-1, Single Family Residential District are eligible for open space preservation as provided in **Section 4-004.5** to encourage the long-term preservation of open space and natural features, to implement the goals of the open space overlay land use designation as described in Chapter 8 of the Waterford Township Master Plan-2003-2023, and to implement Master Plan Goal Six, *To Ensure and Enforce Land Use Development Practices that are Sensitive to Waterford's Natural Environment*, by allowing for creative arrangements of single-family residential units to enable the preservation of open space and natural features present on eligible zoning lots.

The Waterford Township Future Land Use Map 13 (page 8-28) indicates that nearly 43 percent of the total land area is reserved for the Single Family master plan designation. This is comparable to other communities and is consistent with the standards of quality community planning.

Multiple-Family

The Multiple Family designation is intended to address the varied housing needs of Township residents by providing locations for development of multiple family housing at a level of density higher than that permitted in the Single Family designation, but limited to a density that does not create a negative impact on the natural and social environment of Waterford. The Multiple Family designation is intended to afford a transition of use in existing housing areas by permitting new developments or the redevelopment of land between adjacent residential and commercial or office-zoned properties. The designation will enable various types and sizes of residential accommodations for ownership or rental, to meet the needs of the different age and family groups in the Township. It should be noted that this designation intends to provide creative multiple housing opportunities for senior citizens in areas of the Township where there is pedestrian access to retail and office uses, with a potential higher density allowance where a reduction in traffic impact can be shown. The Multiple Family designation also intends to provide for the classification and bulk requirements for housing within a manufactured housing community, created according to the regulations in the Mobile Home Commission Act.

Multiple family housing developments must preserve significant natural features of the site. Accordingly, preservation of open space, flood prone zones, wooded areas and preservation of other natural features is a necessary component of every development considered in this land use designation. The intent is to achieve Master Plan Goal Six, ***To Ensure and Enforce Land Use Development Practices that are Sensitive to Waterford’s Natural Environment*** (Please refer to Chapter 9 – Implementation) in conjunction with Master Plan Goal Seven.

Multiple family housing developments should provide direct access to adequate paved roads, sufficient utility infrastructure to support the density, usable outdoor recreation space, and a well designed internal street network, in accordance with accepted engineering principles and the requirements of the Road Commission for Oakland County. These developments should also include nonmotorized pathways in order to strive to achieve Master Plan Goal Three, ***To Enhance the Walkability of Waterford*** (Please refer to Chapter 9 – Implementation).

Multiple family housing should be designed to be compatible with the historic development of housing in Waterford, as well as surrounding or nearby single family housing. Building heights should be reflective of the character of the surrounding community, without endangering air traffic operations.

The Waterford Township Future Land Use Map 13 (page 8-28) indicates that approximately 3.72 percent of the total land area is reserved for the Multiple Family Master Plan designation. This is comparable to other communities and is consistent with the standards of quality community planning.

GARY L. DOVRE  
gdovre@rsjalaw.com

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Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

February 5, 2020

Charter Township of Waterford Board of Trustees  
5200 Civic Center Drive  
Waterford, MI 48329

RE: (1) Michigan Indigent Defense Commission (MIDC) Grant Contract for FY2020  
(2) Interlocal Agreement with Oakland County

Dear Township Board Members:

### **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.

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

February 5, 2020

Page 2

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.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC



Gary L. Dovre

Attachments

cc: Jennifer Thom, Court Administrator  
Derek Diederich, Budget Director  
Barb Miller, Asst. Budget Director

## Gary L. Dovre

---

**From:** Smithson, Nicole (LARA) <SmithsonN@michigan.gov>  
**Sent:** Thursday, January 30, 2020 12:44 PM  
**To:** Jerge, Mary A; Gary L. Dovre  
**Cc:** Brown, Malcolm D; Steve Joppich; Tom Schultz; 'Thom, Jen'; David Walsh  
**Subject:** RE: 47th and 51st District Courts - Interlocal Arr Attys in OCJ - MIDC Approval

Hi Mary Ann:

I received the following feedback.

The systems listed below received a written correspondence advising that the plans and costs that they submitted were approved for FY20. The MIDC is not involved in the details of the interlocal agreement. I think this takes care of the first 2 points. As to the 3rd point, systems submit plans every year. The Commission will review and make decisions for FY21 when those plans are submitted.

- The MIDC has approved of Waterford's, Farmington's and Farmington Hill's delegation and assignment to Oakland County of the MIDC Standard 4 requirement to provide arraignment attorneys to their defendants in the Oakland County Jail.
- The MIDC has approved the funding of the municipalities' budget amounts for reimbursement to Oakland County for providing arraignment attorneys in the OCJ in both FY19 and FY20.
- The MIDC understands that in subsequent years, Oakland County will apply for the entire funding for arraignment attorneys in the OCJ and the municipalities will no longer have to budget for or be granted the reimbursement budget line item in subsequent years' grants. (This is the understanding contained in Sec. 4.2 of the attached Interlocal).

Nicole

Nicole M. Smithson, Regional Manager  
Lapeer, Macomb, Oakland, and St. Clair  
(586) 638-6546



MICHIGAN INDIGENT  
DEFENSE COMMISSION

200 N. Washington Square, Suite 300, Lansing, Michigan 48933

[www.michiganidc.gov](http://www.michiganidc.gov)

**From:** Jerge, Mary A <jergem@oakgov.com>  
**Sent:** Wednesday, January 29, 2020 3:05 PM  
**To:** Gary L. Dovre <gdovre@rsjalaw.com>  
**Cc:** Brown, Malcolm D <brownm@oakgov.com>; Steve Joppich <sjoppich@rsjalaw.com>; Tom Schultz <tschultz@rsjalaw.com>; Smithson, Nicole (LARA) <SmithsonN@michigan.gov>; 'Thom, Jen' <JThom@waterfordmi.gov>;

**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

\_\_\_\_\_  
Kimberly F. Markee, Township Clerk

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

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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 52<sup>nd</sup> 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 1<sup>st</sup> through September 30<sup>th</sup> 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 1<sup>st</sup> for any future fiscal year, Funding Unit shall provide County with a written notice of termination by June 1<sup>st</sup> stating that this Agreement will not be renewed and will be terminated effective the upcoming September 30<sup>th</sup>.

15.2. If County wants to terminate, for any reason, the automatic renewal of this Agreement that occurs on October 1<sup>st</sup> for any future fiscal year, County shall provide Funding Unit with a written notice of termination by July 1<sup>st</sup> stating that this Agreement will not be renewed and will be terminated effective the upcoming September 30<sup>th</sup>.

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**

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**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**

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**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 52<sup>nd</sup> 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.



## MICHIGAN INDIGENT DEFENSE COMMISSION

Dear Grantee:

Attached is the fiscal year 2020 indigent defense grant contract for your local funding unit. If you are receiving this letter, the Michigan Indigent Defense Commission (MIDC) has approved your plan and cost analysis for compliance with approved MIDC Standards.

### **Fiscal Year 2020 Grant Contract**

Please read the grant contract carefully and share it with any person in your funding unit that may be responsible for implementation, compliance reporting, or financial reporting related to the grant. The grant contract contains important information and dates regarding distribution of grant funds, compliance, and requirements for reporting.

Once the grant contract is signed by the authorized signatory for the funding unit, please return the signed contract by email to **LARA-MIDC-Info@michigan.gov**. You should include your Regional Manager on this email. The contract will be signed by MIDC and LARA and then entered into SIGMA for payment. You will receive a fully executed copy of the contract by email.

Once the contract has been fully executed, the initial state grant disbursement will be processed for advance payment. The state grant disbursement will be reduced by any reported FY19 unexpended state grant funds.

This contract covers any spending occurring between **October 1, 2019 and September 30, 2020** that has been approved as part of the cost analysis. Please see Attachment B to the contract for the funding unit's approved budget.

### **Grant Reporting and Webinars**

The first quarterly compliance and financial reports will be due **January 31, 2020**. This report should reflect compliance and financial information for the period of October 1, 2019 through December 31, 2019. *Please note that budget adjustment and substantial plan change requests should only be submitted with the quarterly reports.* If you have questions about this, please contact your Regional Manager.

The MIDC staff will host informational webinars regarding first quarter reporting in January 2020. Additional information on the upcoming webinars will be available soon.

### **Upcoming Commission Meetings**

The Commission's final meeting of the year will be December 17, 2019 at 200 N. Washington Square in downtown Lansing. The agenda and meeting packet will be posted on the Commission's website, [www.michiganidc.gov](http://www.michiganidc.gov), in advance of the meeting. We welcome you to attend the

meeting, which will begin at 11:00 a.m. The Commission will publish the schedule for 2020 meetings in December.

Please do not hesitate to contact me if you have any feedback, or your Regional Manager if you have questions about implementation under the grant contract. We encourage you to continue to check our website, [www.michiganidc.gov/grants](http://www.michiganidc.gov/grants), where you can find information regarding the time and location of the Commission's meetings, as well as other updated information.

Sincerely,

*s/Loren Khogali*

Loren Khogali, Executive Director  
Michigan Indigent Defense Commission  
Phone: (517) 275-2845/Email: [khogalil@michigan.gov](mailto:khogalil@michigan.gov)

GRANT BETWEEN  
THE STATE OF MICHIGAN  
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)  
AND  
Waterford Charter Township

GRANTEE/ADDRESS:

Gary Wall  
Township Supervisor  
5200 Civic Center Dr.  
Waterford, MI 48329  
248-674-3111

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
200 N. Washington Square  
Lansing, MI 48933  
517-657-3060  
866-291-0874

GRANT PERIOD:

From October 1, 2019 to September 30, 2020

TOTAL AUTHORIZED BUDGET: \$351,679.06

FY 20 State Grant Contribution: \$196,681.69

FY 20 Local Share Contribution: \$31,807.20

FY 19 Prior Year Unspent Funds: \$123,190.17

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0048498

## GRANT

This is Grant # 2020-16 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Waterford Charter Township (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### 1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act.. The funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. In the event a budget is not enacted by the effective date of the grant, the grant agreement will not be executed.

### 1.1 Definitions

- A. Budget means a detailed statement of estimated costs consistent with the Grantee's approved Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within Attachment B to the funding unit's grant budget.
- C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 *et seq* as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. MIDC means the Michigan Indigent Defense Commission.
- G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.

- H. "Substantial Change" to a Compliance Plan is a change to the plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

## **1.2 Statement of Work**

The Grantee agrees to undertake, perform and complete the services described in its approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, MCL 780.991 *et seq*, specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

## **1.3 Detailed Budget**

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved, in accordance with section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
  - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval

by MIDC staff, but must be reported quarterly in the next financial status report.

- 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
- 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

#### **1.4 Payment Schedule**

The maximum amount of grant assistance approved is \$319,871.86.

The Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2019 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant.

An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of the state grant – Within 15 days of receipt of executed agreement  
25% disbursement – May 15, 2020  
25% disbursement – August 14, 2020 (final payment).

The above schedule of disbursement of funds is contingent after receipt of quarterly reporting as addressed in this section and section 1.5 of this document. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;  
Expenditures for the reporting period by budget category;  
Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget

categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction;
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, the Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR as provided in Attachment D and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/19–12/31/19 - – January 31, 2020

2<sup>nd</sup> FSR and compliance report for 1/1/20-3/31/20 – April 30, 2020

3<sup>rd</sup> FSR and compliance report for 4/1/20-6/30/20 – July 31, 2020

Final FSR and compliance report for 7/1/20-9/30/20 – October 31,2020

## **1.5 Monitoring and Reporting Program Performance**

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly progress reports on compliance with the Standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with standards 1-4, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. The grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.

## PART II - GENERAL PROVISIONS

### **2.1 Project Changes**

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.

### **2.2 Delegation**

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of subgrantee and the nature and scope of the activities delegated. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

### **2.3 Program Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted Indigent Defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

### **2.4 Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee in proportion of the grant funds to the local share.

### **2.5 Purchase of Equipment**

The purchase of equipment must be made pursuant to the Grantee's established purchasing policy and if not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

### **2.6 Accounting**

The Grantee must establish and maintain a restricted indigent defense fund in their local chart of accounts to record all transactions related to the indigent defense grant. The restricted fund will not lapse to the local general fund at the close of the Grantee's fiscal year. The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which

will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **2.7 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit the Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **2.8 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts, including managed assigned counsel contracts for representation of indigent or partially indigent defendants, are exempt from a competitive bid process, but must meet standard internal procurement policies, as applicable.

### **3.0 Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

### **3.1 Safety**

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.2 Indemnification**

Each party to this grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

### **3.3 Failure to Comply and Termination**

- A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of said Act.
- B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, for State approved Grant responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

### **3.4 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

### **3.5 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

### **3.6 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.7 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

### **4.0 Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

#### **4.1 Illegal Influence**

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### **4.2 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

### **4.3 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for the Grantee is required to possess in order to perform under this Grant.

### **4.4 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

### **4.5 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Grant Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant may not be amended except by a signed written agreement between the parties.

### **4.6 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent Grantee.

### **4.7 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or

program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

**5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

**5.1 Signatories**

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

\_\_\_\_\_  
LeAnn Droste, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Loren Khogali, Executive Director  
Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
State of Michigan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Wall, Township Supervisor  
Waterford Charter Township

\_\_\_\_\_  
Date

GRANT NO. 2020-16

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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**Compliance Planning Costs**

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An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY20, if seeking reimbursement under this provision.

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Are you submitting a worksheet for planning costs?  Yes |  No

If yes, do you have receipts showing that non-funding unit employees have been paid?  
 Yes |  No

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**Submitter Information**

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Funding Unit/System Name: Waterford Township

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Submitted By (include name, title, email address and phone number):

Barbara Miller

Accounting Manager/Assistant Budget Director

[bmiller@waterfordmi.gov](mailto:bmiller@waterfordmi.gov)

248-674-6209

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**Local Share**

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**Please Note:** Per MCL 780.983(i), the Local Share for your indigent defense system for FY 2020 will be indexed by 3% or the recent Urban Consumer Price Index (CPI), whichever is less. CPI for the most recent period is 2.2%; FY2020 requests should include Local Share funding enhanced by this factor.

31,808

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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Any change or corrections to your baseline local share calculation from FY19?

X Yes |  No

If yes, please explain:

FY2020 request includes Local Share funding enhances by most recent CPI of 2.2%.

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**Attachments Submitted**

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- ✓ Have you attached your FY20 cost analysis? X Yes |  No
  - ✓ Did you submit a list of the attorneys providing services? X Yes |  No
  - ✓ If applicable, did you attach documentation supporting reimbursement for compliance planning?  Yes | X No
  - ✓ Have you attached your revised local share certification (with CPI increase)?  
X Yes |  No
  - ✓ If you have developed any local policies for implementing the MIDC's Standards, please attach to this application.  Yes | X No
- 

**Standard 1**

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Training of Attorneys

Number of attorneys as of October 1, 2019 \_\_\_\_\_ Thirty-two \_\_\_\_\_

Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2019 \_\_\_\_\_ Zero \_\_\_\_\_

Any changes in your training plan from FY19?  Yes | X No

If yes, please describe:

Any changes in your funding needs from FY19 for this standard? X Yes |  No

If yes, please describe: A decrease in 1,200.

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Standard 2

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Initial Attorney meetings

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How and when are defense attorneys notified of new assignments?

The Township received its first appropriation March 18<sup>th</sup>, 2019 and is still in the preliminary stages of implementation. When cases are scheduled which require the representation of indigent defense, the clerk-in-the-courtroom began faxing notice to the assigned public defender scheduled that particular day. This practice began April 15<sup>th</sup>, 2019.

The Court is keeping the fax confirmation as verification of notification. Again, we are in the early stages of implementation.

---

How are you verifying that in-custody attorney visits occur within three business days?

At this point, we do not have any information to draw from to answer this question.

---

How are you verifying introductory communications from the attorney with defendants who are not in custody?

We intend to track and verify on invoices prepared by our public defenders. The Court has requested each public defender provide a written summary of contact with the individuals s/he is slated to represent that day.

On non-custody cases, the summary should include preliminary correspondence as well as the subsequent result. Public defenders are permitted to bill .25 for initial outreach, up to a maximum of one hour for initial interviews.

On in-custody cases, the summary should include preliminary contact with arraignment attorney and subsequent research time up to one hour, and up to one hour for initial interviews held on-site at the 51<sup>st</sup> District Court. This attorney will also meet privately and represent in-custody cases at their pretrial.

**MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL**

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How are you compensating attorneys for this standard? Please provide details:  
Current rate is \$100/hr billed at quarter hour increments.

---

Any change in the initial interview procedure from your FY19 plan?  Yes |  No

If yes, please explain:

Too early in implementation process to project.

---

Any change from your FY19 funding needs for initial interviews?  Yes |  No

If yes, please explain:

Slight decrease as Oakland County is only billing us \$77 per arraignment rather than \$100/hr.

### Confidential Meeting Spaces

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Are there confidential meeting spaces in the jail?  Yes |  No

Please explain or describe:

At this time, Oakland County is beginning the process of building confidential conference spaces at the jail. The County estimates construction will be complete in late 2019.

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Are there confidential meeting spaces in the courthouse for in-custody and out-of-court clients?  Yes |  No

Please explain or describe:

The court has private offices lining the lobby of the building utilized by public defenders to meet with non-custody clients. The court utilized MIDC funding to construct two additional secured, confidential meeting spaces for public defenders to meet with in-custody clients.

We do need to install one additional Polycom unit for non-custody walk-ins to communicate with the on-call attorney.

**MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL**

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Any change from the FY19 plan for meeting spaces?  Yes |  No

Please explain or describe:

During our on-site review it was determined the space was not sound proof. We are currently reviewing modification requirements with our Regional Representative.

---

Any change in FY19 funding needs for meeting spaces?  Yes |  No

Please explain or describe:

Yes, originally we only equipped one room with a Polycom. We would like to equip the other side of the conference space for non-custody walk-ins.

---

If you had construction for meeting spaces in your FY19 plan, please provide an update on the construction project:

With the exception of soundproofing, the construction project has been completed.

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**Standard 3**

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Experts and Investigators

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Do you have a written policy for requesting experts or investigators?  Yes |  No

If yes, please explain or attach:

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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Any change in the process from FY19?  Yes |  No

If yes, please explain:

We recently started implementing our plan so we have not actually received any requests.

---

Any change in your funding needs for Standard 3 from FY19?  Yes |  No

If yes, please explain:

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### Standard 4

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Counsel at First Appearance and Other Critical Stages

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How are you providing counsel at first appearance and other critical stages? Please provide details:

At this point, our plan is to appoint counsel as soon as individual liberty is subject to restriction, and daily-unscheduled walk-in arraignments are part of how we do business at the 51<sup>st</sup> District Court. At the time our original proposal was submitted we didn't believe volume necessitated a paid attorney on-site at all times, so our plan was to have an a designated attorney on-call to confer with walk-in arraignments whose liberty is subject to restriction, and warrant pick-ups each day from Polycom system.

The equipment has been ordered, but it has yet to be installed. Upon completion, the on-duty public defender for a private and unrecorded meeting, upon the conclusion of which the attorney will patch into the current operating system in the courtroom, and proceed to represent the individual during the proceeding via Polycom video app.

Upon completion of the construction project at Oakland County jail, the County will have attorneys to handle video arraignments for all new arrests and will bill Waterford Township based upon use.

## MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

It has always been the practice of our Judges to appoint vertical representation on bench and jury trials. Cognoscente of Standard 8 related to attorney compensation on the horizon \$100 rate of pay has already been implemented. Based upon our most recent data, our projected need for vertical representation is 54,800.

Are there any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, etc.  Yes |  No

---

If yes, please provide details:

We accept pleas by mail and payable misdemeanors.

---

How are you calculating compensation for this standard? Please provide details:

We have factored these variables to be included in the additional funding request for on call attorneys in the additional hours requested.

---

Will there be any change in this process from FY19?  Yes |  No

If yes, please explain:

This was not something that was factored in our original plan.

---

Any change in how you are paying attorneys for this standard from FY19?  Yes |  No

If yes, please explain:

Our original weekday on call plan appears to have been better in theory than it was in application. As we began to hash through the process and procedure it proved itself to be disjointed. As such, we would request an additional 494 hours (247 business days x 2 additional hours a day) for a total of 741 hours for on call arraignments, increasing the total request to 74,000 as not to delay the process. This figure also includes plea by mail and waiveable misdemeanors.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

---

Will there be any change in your funding needs for this standard from FY19?

X Yes |  No

If yes, please explain:

We would respectfully request and additional 494 hours (247 business days x 2 additional hours a day) for a total of 741 hours for on call arraignments, increasing the total request to 74,000.

---

Personnel

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Any personnel positions/hours eliminated or reduced from FY19? X Yes |  No

If yes, please explain:

The level of experience and insight required on this project exceeds that of an entry level Deputy Clerk.

---

Any additional positions/hours requested from FY19? X Yes |  No

If yes, please explain:

This year we have worked to lay the framework and next cycle we would like to bring in someone with more experience to take the lead on project coordination and management. The role would be that of a coordinator position, and the individual would be responsible for oversight, compliance reporting, and grant application preparation.

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Any change in fringe benefits from FY19? X Yes |  No

If yes, please explain:

It is a part-time role, so just FICA.

**Supplies & Other**

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Please list any supplies or equipment requested, and a brief explanation of need or use in FY20.

N/A

# Indigent Defense System Cost Analysis

Grant Year October 1, 2019 - September 2020

Funding Unit Name (s) Waterford Township

| Personnel            | Position  | Calculation hours and rate | Total     | State Grant | Local Share | Other Funding Sources | Total     |
|----------------------|---|----------------------------|-----------|-------------|-------------|-----------------------|-----------|
| TBD MIDC Coordinator | Dedicated to the oversight and coordination of MIDC standards and compliance. | 20hrs @ 25.77 x 52         | 26,800.80 | 26,800.80   |             |                       | 26,800.80 |

| Category Summary | Total     | State Grant | Local Share | Other Funding Sources | Total     |
|------------------|-----------|-------------|-------------|-----------------------|-----------|
|                  | 26,800.80 | 26,800.80   | 0.00        | 0.00                  | 26,800.80 |

The level of experience and insight required on this project exceeds that of an entry level Deputy Clerk. This year we have worked to lay the framework and next cycle we would like to bring in someone with more experience to take the lead on project coordination and management. This individual would be responsible for oversight, complaincereporting, and grant application preparation.

| Fringe Benefits | Percentage | Amount   | State Grant | Local Share | Sources | Total    |
|-----------------|------------|----------|-------------|-------------|---------|----------|
| Employer FICA   | 0.0765     | 2,050.26 | 2,050.26    |             |         | 2,050.26 |

| Category Summary | Percentage | Amount   | State Grant | Local Share | Other Funding Sources | Total    |
|------------------|------------|----------|-------------|-------------|-----------------------|----------|
|                  | 0.00%      | 2,050.26 | 2,050.26    | 0.00        | 0.00                  | 2,050.26 |

FICA: Sum total of wages from Fringe Benefits section multiplied by .0765.

**Contractual**

| Contracts for Attorneys  | Services Provided                                | Calculation hours and rate    | Total             | State Grant       | Local Share      | Other Funding Sources | Total             |
|--|--|-------------------------------|-------------------|-------------------|------------------|-----------------------|-------------------|
| A. Current system to be maintained   | Annual local contribution x 2.2                  |                               | 31,807.20         |                   | 31,807.20        |                       | 31,807.20         |
|  | 2012 \$31,740                                    |                               |                   |                   |                  |                       |                   |
|  | 2011 \$30,076                                    |                               |                   |                   |                  |                       |                   |
|  | 2010 \$31,551                                    |                               |                   |                   |                  |                       |                   |
| B. Attorney Time (See Data Collection and Analysis for additional information) |  |                               |                   |                   |                  |                       |                   |
| 1. Video Arraignments  | Represtation at OCJ                              | 580hrs X \$77/hr              | 44,660.80         | 44,660.80         |                  |                       | 44,660.80         |
| 2. Weekend Arraignments  | Represtation at OCJ                              | 80hrs X \$77/hr               | 6,160.00          | 6,160.00          |                  |                       | 6,160.00          |
| 3. Weekday on-call at Court  | Walk-in representation via Polycom               | 741hrs X \$100/hr             | 74,000.00         | 74,000.00         |                  |                       | 74,000.00         |
| 4. Holiday on-call   | In-custody holiday representation                | 14d x 2hr x \$150/hr          | 4,200.00          | 4,200.00          |                  |                       | 4,200.00          |
| 5. Initial interviews  | Interviews prior to court date                   | 540 x \$100/hr                | 54,000.00         | 54,000.00         |                  |                       | 54,000.00         |
| 6. Vertical reprensentation Bench Trials                                       | Scheduled Bench Trials appointed counsel         | 65 cases x 3hrs x \$100/hr    | 19,500.00         | 19,500.00         |                  |                       | 12,000.00         |
| 7. Vertical representation Bench Verdicts                                      | Appointed counsel for bench verdicts             | 8 cases x 6hrs x \$100/hr     | 4,800.00          | 4,800.00          |                  |                       | 4,800.00          |
| 8. Vertical representaion appointed for Jury Trials                            | Scheduled Jury selection counsel appointed       | 32 cases x 10 x \$100/hr      | 32,000.00         | 32,000.00         |                  |                       | 32,000.00         |
| 9. Vertical representaion appointed Jury Trial                                 | Appointed counsel for jury verdict               | 3 cases x 20hrs x \$100/hr    | 6,000.00          | 6,000.00          |                  |                       | 6,000.00          |
| 10. Scheduled in-custody transports  | Designated Counsel to represent in-custody cases | 104 dockets x 3hrs x \$100/hr | 31,200.00         | 31,200.00         |                  |                       |                   |
| <b>Category Summary</b>  |  |                               | <b>308,328.00</b> | <b>276,520.80</b> | <b>31,807.20</b> | <b>0.00</b>           | <b>308,328.00</b> |

1. Video Arraignments - Averaged numbers drawn from the January 1st - March 31st, 2019 Daily Video arraignment list and the 2018 figures provided by Oakland County. They are charging \$77 an arraignment to perform this service.
2. Weekend Arraignments - Estimated number based upon antidotal estimation, multiplied by hourly rate.
3. Weekday on-call at Court - Our original weekday on call plan appears to have been better in theory than it was in application. As such, we would request and additional 494 hours (247 business days x 2 additional hours a day) for a total of 741 hours for on call arraignments, increasing the total request to 74,000 as not to delay the process. This figure also includes plea by mail and waiveable misdemeanors.
4. Holiday on-call - In-custody representation on the 14 holidays
5. Initial interviews - Drawn from the annual projection based upon representation at arraignments/pretrials
6. Vertical representation Bench Trials - Based upon frequency of appointed counsel last quarter scheduled for bench trials and the estimated hours exerted for that preparation, 3.
7. Vertical representation Bench Verdicts - Based upon frequency of appointed counsel last quarter for bench verdicts and the estimated hours exerted for that preparation, 6.
8. Vertical representation appointed for Jury Trials - Based upon frequency of appointed counsel last quarter scheduled for jury selection and the estimated hours exerted for that preparation, 10.
9. Vertical representation appointed Jury Trials - Based upon frequency of appointed counsel last quarter scheduled for jury trials and the estimated hours exerted for that representation, 20.
10. Scheduled in-custody transports - Designated counsel to represent in-custody case here at the court. 104 dockets a year, multiplied by 3hrs a docket at \$100/hr.

| Contracts for Experts and Investigators | Services Provided      | Calculation hours and rate | Total            | State Grant      | Local Share | Other Funding Sources | Total            |
|---|------------------------|----------------------------|------------------|------------------|-------------|-----------------------|------------------|
| Tier I MIDC Rates                       |                        |                            |                  |                  |             |                       |                  |
| 1. Experts                              | Expert testimony       | At MIDC Rates              | 10,000           | 10,000.00        |             |                       |                  |
| 2. Investigators                        | Investigative services | 60hrs X \$75/hr            | 4,500            | 4,500.00         |             |                       |                  |
| <b>Category Summary</b>                 |                        |                            | <b>14,500.00</b> | <b>14,500.00</b> | <b>0.00</b> | <b>0.00</b>           | <b>14,500.00</b> |

To date we have not received any requests. District Courts of the 3rd class are considered Tier I. As such, it seems appropriate to use the expenditures suggested to us by our MIDC representative which was an allocation of \$5,500 for expert testimony and \$4,500 for investigators.

| Contracts for Construction Projects | Services Provided | Calculation | Total | State Grant | Local Share | Other Funding Sources | Total |
|-------------------------------------|-------------------|-------------|-------|-------------|-------------|-----------------------|-------|
| N/A                                 |                   |             |       |             |             |                       |       |

|                  |  |  |      |      |      |      |      |
|------------------|--|--|------|------|------|------|------|
| Category Summary |  |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
|------------------|--|--|------|------|------|------|------|

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|--|--|--|--|--|--|--|--|

| Contracts Other | Services Provided | Calulation | Total | State Grant | Local Share | Other Funding Sources | Total |
|-----------------|-------------------|------------|-------|-------------|-------------|-----------------------|-------|
| N/A             |                   |            |       |             |             |                       |       |

|                  |  |  |      |      |      |      |      |
|------------------|--|--|------|------|------|------|------|
| Category Summary |  |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
|------------------|--|--|------|------|------|------|------|

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|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|

| Equipment | Vendor | Calculation | Total | State Grant | Local Share | Other Funding Sources | Total |
|-----------|--------|-------------|-------|-------------|-------------|-----------------------|-------|
|-----------|--------|-------------|-------|-------------|-------------|-----------------------|-------|

|                  |  |  |      |      |      |      |      |
|------------------|--|--|------|------|------|------|------|
| Category Summary |  |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
|------------------|--|--|------|------|------|------|------|

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|--|--|--|--|--|--|--|--|
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|--|--|--|--|--|--|--|--|

| Training/Travel | Vendor         | Calculation      | Total    | State Grant | Local Share | Other Funding Sources | Total    |
|-----------------|----------------|------------------|----------|-------------|-------------|-----------------------|----------|
| OCBA Training   | Oakland County | \$300/PD x 32 PD | 9,600.00 |             |             |                       | 9,600.00 |

\*\*\*Placeholder only to be paid to the county

|                  |      |      |      |      |      |
|------------------|------|------|------|------|------|
| Category Summary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
|------------------|------|------|------|------|------|

We would respectfully request that the \$9,600 be paid directly to Oakland County since all trainings are being held within the County and normal practice vicinity. Travel has not been factored.

| Supplies/Services | Vendor | Calculation | Total | State Grant | Local Share | Other Funding Sources | Total |
|-------------------|--------|-------------|-------|-------------|-------------|-----------------------|-------|
|-------------------|--------|-------------|-------|-------------|-------------|-----------------------|-------|

|                  |      |      |      |      |      |      |      |
|------------------|------|------|------|------|------|------|------|
| Category Summary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
|------------------|------|------|------|------|------|------|------|

|              |            |            |           |      |            |
|--------------|------------|------------|-----------|------|------------|
| Budget Total | 351,679.06 | 319,871.86 | 31,807.20 | 0.00 | 351,679.06 |
|--------------|------------|------------|-----------|------|------------|

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET**

**VEHICLE AND TRAVEL SERVICES (VTS)  
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED  
EMPLOYEES**

**Effective October 1, 2019**

**MICHIGAN SELECT CITIES \***

|           | <b>Individual</b> | <b>Group Meeting pre-arranged and approved</b> |
|-----------|-------------------|--|
| Lodging** | \$85.00           | \$85.00  |
| Breakfast | \$10.25           | \$13.25  |
| Lunch     | \$10.25           | \$13.25  |
| Dinner    | \$24.25           | \$27.25  |

**MICHIGAN IN-STATE ALL OTHER**

|                 | <b>Individual</b> | <b>Group Meeting pre-arranged and approved</b> |
|-----------------|-------------------|--|
| Lodging**       | \$85.00           | \$85.00  |
| Breakfast       | \$ 8.50           | \$11.50  |
| Lunch           | \$ 8.50           | \$11.50  |
| Dinner          | \$19.00           | \$22.00  |
| <b>Per Diem</b> | <b>\$87.00</b>    |  |
| Lodging         | \$51.00           |  |
| Breakfast       | \$ 8.50           |  |
| Lunch           | \$ 8.50           |  |
| Dinner          | \$19.00           |  |

**OUT-OF-STATE SELECT CITIES \***

|           | <b>Individual</b>     | <b>Group Meeting pre-arranged and approved</b> |
|-----------|-----------------------|--|
| Lodging** | Contact Conlin Travel | Contact Conlin Travel                          |
| Breakfast | \$13.00               | \$16.00  |
| Lunch     | \$13.00               | \$16.00  |
| Dinner    | \$25.25               | \$28.25  |

**OUT-OF-STATE ALL OTHER**

|                 | <b>Individual</b>     | <b>Group Meeting pre-arranged and approved</b> |
|-----------------|-----------------------|--|
| Lodging**       | Contact Conlin Travel | Contact Conlin Travel                          |
| Breakfast       | \$10.25               | \$13.25  |
| Lunch           | \$10.25               | \$13.25  |
| Dinner          | \$23.50               | \$26.50  |
| <b>Per Diem</b> | <b>\$97.00</b>        |  |
| Lodging         | \$51.00               |  |
| Breakfast       | \$10.25               |  |
| Lunch           | \$10.25               |  |
| Dinner          | \$23.50               |  |

**Incidental Costs (per overnight stay) \$5.00**

**Mileage Rates**

|               |                  |
|---------------|------------------|
| Premium Rate  | \$0.580 per mile |
| Standard Rate | \$0.340 per mile |

\*See Select High Cost City Listing

\*\*Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or [www.somtravel.com](http://www.somtravel.com)

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
VEHICLE AND TRAVEL SERVICES (VTS)  
SELECT HIGH COST CITY LIST**

**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE  
October 1, 2019**

**Michigan Select Cities / Counties**

| Cities  | Counties                           |
|---|------------------------------------|
| Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City | Grand Traverse<br>Oakland<br>Wayne |

**Out of State Select Cities / Counties**

| State       | City / County  | State         | City / County   |
|-------------|--|---------------|---|
| Arizona     | Phoenix, Scottsdale, Sedona  | Maryland      | Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)  |
| California  | Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura)<br>Edwards AFB, Arcata,<br>McKinleyville, Mammoth Lakes,<br>Mill Valley, San Rafael, Novato,<br>Monterey, Palm Springs, San Diego,<br>San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe,<br>Truckee, Yosemite National Park | Massachusetts | Boston (Suffolk County), Burlington<br>Cambridge, Woodburn Martha's Vineyard  |
| Colorado    | Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail  | Minnesota     | Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)   |
| Connecticut | Bridgeport, Danbury  | Nevada        | Las Vegas   |
| DC          | Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)  | New Mexico    | Santa Fe  |
| Florida     | Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West   | New York      | Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains |
| Georgia     | Brunswick, Jekyll Island   | Ohio          | Cincinnati  |
| Idaho       | Ketchum, Sun Valley  | Pennsylvania  | (Bucks County) Pittsburgh   |
| Illinois    | Chicago (Cook & Lake Counties)   | Rhode Island  | Bristol, Jamestown, Middletown, Newport (Newport County), Providence  |
| Kentucky    | Kenton   | Texas         | Austin, Dallas, Houston, LB Johnson Space Center  |
| Louisiana   | New Orleans  | Utah          | Park City (Summit County)   |
| Maine       | Bar Harbor, Kennebunk, Kittery, Rockport, Sanford  | Vermont       | Manchester, Montpelier, Stowe (Lamoile County)  |
|             |  | Virginia      | Alexandria, Falls Church, Fairfax   |
|             |  | Washington    | Port Angeles, Port Townsend, Seattle  |
|             |  | Wyoming       | Jackson, Pinedale   |

**Department of Licensing and Regulatory Affairs  
Michigan Indigent Defense Commission  
FINANCIAL STATUS REPORT**

|   |   |                                       |   |   |   |           |                    |                      |       |
|---|---|---------------------------------------|---|---|---|-----------|--------------------|----------------------|-------|
| 1. Name and Address of Grantee  | 2. Funding Unit(s)  | 3. Grant Number                       | 4. Grant/Contract Period<br>From: _____ To: _____ |   |   |           |                    |                      |       |
| 5. Current Report Period<br>From: _____ To: _____                           |   | 6. Final Report<br>YES _____ NO _____ |   | 7. Total Grant Amount<br>State Grant _____<br>Local Share _____ |   |           |                    |                      |       |
| Contracts   |   |                                       |   |   |   |           |                    |                      |       |
| 8. Cost Categories  | Salaries<br>Fringes   | Contract<br>Attorneys                 | Experts<br>Investigators                          | Construction  | Other   | Equipment | Travel<br>Training | Supplies<br>Services | Total |
| a. Expenditures this Report Period  | \$0.00  | \$0.00                                | \$0.00  | \$0.00  | \$0.00  | \$0.00    | \$0.00             | \$0.00               | 0.00  |
| b. Local Share  | 0.00  | 0.00                                  | 0.00  | 0.00  | 0.00  | 0.00      | 0.00               | 0.00                 | 0.00  |
| c. State Grant  | 0.00  | 0.00                                  | 0.00  | 0.00  | 0.00  | 0.00      | 0.00               | 0.00                 | 0.00  |
| d. Total Expenditures to date   | 0.00  | 0.00                                  | 0.00  | 0.00  | 0.00  | 0.00      | 0.00               | 0.00                 | 0.00  |
| e. Local Share Expenditures to date   | 0.00  | 0.00                                  | 0.00  | 0.00  | 0.00  | 0.00      | 0.00               | 0.00                 | 0.00  |
| f. State Grant Expenditures to date   | 0.00  | 0.00                                  | 0.00  | 0.00  | 0.00  | 0.00      | 0.00               | 0.00                 | 0.00  |
| 9. State Grant Advancements   |   |                                       |   |   |   |           |                    |                      |       |
| a. Received this reporting period <span style="float: right;">\$0.00</span> |   |                                       |   |   |   |           |                    |                      |       |
| b. Received to date <span style="float: right;">\$0.00</span>               |   |                                       |   |   |   |           |                    |                      |       |
| 10. Remarks   | 11. Certification: I certify that to the best of my knowledge and belief this report is correct and complete and that all expenditures are for the purposes set forth in the approved compliance plan and consistent with the grant contract and attachments.<br><br>_____<br>authorizing signature <span style="float: right;">date</span> |                                       |   |   | 12. MIDC Approval<br><br>_____<br>Grant Manager's Signature <span style="float: right;">Date</span><br><br>_____<br>State Office Admin. Signature <span style="float: right;">Date</span> |           |                    |                      |       |
|   | position <span style="float: right;">email/phone contact</span>   |                                       |   |   |   |           |                    |                      |       |

BOARD OF TRUSTEES  
Gary Wall, Supervisor  
Kim Markee, Clerk  
Margaret Birch, Treasurer  
Anthony M. Bartolotta, Trustee  
Arthur Frasca, Trustee  
Karen Joliat, Trustee  
Steven Thomas, Trustee



5200 Civic Center Drive  
Waterford, Michigan 48329-3773  
Telephone: (248) 674-6238 Fax: (248) 674-4097  
www.twp.waterfordmi.gov

DEVELOPMENT SERVICES  
DEPARTMENT  
Rob Merinsky, P.E.  
Director  
Brent A. Gibson  
Superintendent of Building  
Division

**MEMORANDUM:**

**DATE: FEBRUARY 4, 2020**

**TO: HONORABLE CHARTER TOWNSHIP OF WATERFORD BOARD OF TRUSTEES**

**FROM: ROB MERINSKY, DEVELOPMENT SERVICES**

**RE: SUPERINTENDENT OF PLANNING & ZONING DIVISION**

---

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.

**With us there are no  
boundaries**

**BOARD OF TRUSTEES**

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Kimberly Markee, Clerk  
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**DEPARTMENT OF PUBLIC WORKS**

Russell Williams  
Director  
Joseph Ashley  
Water & Sewer Superintendent  
Justin Westlake  
Facilities & Operations Superintendent  
Derek Diederich  
Administrative Superintendent  
Frank Fisher  
Engineering Superintendent

DATE: February 3, 2020  
TO: Honorable Charter Township of Waterford Board of Trustees  
FROM: Russell D. Williams, DPW Director *RW*  
RE: Ms. Rachel Woolcox Promoted to DPW Staff Analyst/Safety Coordinator

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**

Cc: Gary Wall, Township Supervisor  
Mark Simlar, Human Resource Director  
Derek Diederich, Administrative Superintendent  
Frank Fisher, DPW Engineering Superintendent  
Barb Miller, Accounting Mgr. / Assit. Budget Director

*With us there are no boundaries*

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Administrative Superintendent  
Frank Fisher  
Engineering Superintendent

DATE: February 3, 2020  
TO: Honorable Charter Township of Waterford Board of Trustees  
FROM: Russell D. Williams, DPW Director   
RE: DPW Engineer Job Posting Revision

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**

Cc: Gary Wall, Township Supervisor  
Mark Simlar, Human Resource Director  
Derek Diederich, Administrative Superintendent  
Frank Fisher, DPW Engineering Superintendent  
Barb Miller, Accounting Mgr. / Assit. Budget Director

*With us there are no boundaries*



## Charter Township of Waterford Job Description

### Department of Public Works Engineer

|                         |                            |
|-------------------------|----------------------------|
| <b>Department:</b>      | Department of Public Works |
| <b>Supervised By:</b>   | DPW Director or Designee   |
| <b>Supervises:</b>      | None                       |
| <b>Bargaining Unit:</b> | M&A                        |
| <b>FLSA:</b>            | Exempt                     |
| <b>Grade:</b>           | 8                          |
| <b>Status:</b>          | Full-time                  |

#### **General Summary:**

Under the general supervision of the DPW Director or Designee, provides advanced technical and engineering services to the Department of Public Works. Assists the DPW Director or Designee with planning, project evaluation, design, and construction management.

#### **Essential Job Functions:**

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Plans, designs, evaluates, and manages Department of Public Works engineering projects associated with water and wastewater systems and treatment facilities, and other areas as assigned.
2. Assists the DPW Director or Designee in master planning for water treatment and distribution and wastewater collection systems, and other Department of Public Works projects as requested. Gathers, assembles, and analyzes data and statistics; creates computer models and prepares technical reports.
3. Researches, develops, implements, and updates a comprehensive Infiltration and Inflow Program, a Well Head Protection Program, and other special projects as assigned.
4. Prepares drawings, specifications, cost estimates and bid documents related to water and wastewater or general public works projects. Reviews design documents for compliance with established standards and serves as department liaison with contractors.
5. Assists in the review and update of water and sewer ordinances to ensure they meet the latest standards and requirements.
6. Completes special projects, attends Township Board meetings, and makes presentations as requested.
7. Under direction of the DPW Director or Designee, assigns work priorities, supervises work progress, and assesses work quality of Utilities Coordinators, utility maintenance personnel, and employees assigned to DPW engineering projects. Assists Director of Public Works in the hiring and performance evaluation process.

8. Keeps abreast of public works engineering developments, new techniques, and current issues through continued education and professional growth. Maintains cooperative relations with peer agencies and other governmental units. Attends conferences, workshops, and seminars as appropriate.
9. Establishes and maintains effective relationships with contractors, Township administrators, other employees, professional colleagues, and other interests. Serves on special committees and participates in civic and professional organizations as appropriate.
10. Serves as the project manager and leads the DPW's efforts with its Sanitary Sewer Flow Metering and Monitoring Program.
11. Develops, updates and utilizes technology including Geographical Information Systems (GIS), advanced Supervisory Control and Data Acquisition System (SCADA), computer-aided design and drafting, computer models, engineering data bases, and other related systems. Supports efforts to research, master, and implement new technologies.
12. Performs related work as required.

**Required Knowledge, Skills, Abilities and Minimum Qualifications:**

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Educational requirements include a Bachelor's degree in civil engineering.
- Experience requirements include ten or more years of progressively more responsible work in public works engineering and experience with water and wastewater facilities.
- A valid Michigan Driver's License and licensure as a Professional Engineer (PE) are required
- Thorough knowledge of engineering and surveying principles, practices and standards that apply to public works projects and water/wastewater systems.
- Considerable knowledge of the local, State and federal ordinances that apply to the planning, design and construction of water/wastewater systems and facilities.
- Knowledge of public management techniques involved in planning, procurement, and personnel administration.
- Skill in assembling and analyzing data, and in preparing comprehensive and accurate reports.
- Skill in effectively communicating ideas and concepts orally and in writing.
- Skill in the use of office equipment and technology, including GIS, SCADA, computer-aided design and drafting, computer modeling, spreadsheet and word-processing software, databases, and GPS equipment.
- Ability to organize and execute engineering investigations and evaluations, and to create

designs, analyze data, and develop specifications for various projects.

- Ability to establish effective working relationships and use good judgement, initiative and resourcefulness when dealing with the public, employees, Township administrators, project contractors, representatives of other governmental units, and professional contacts.
- Ability to critically assess situations and solve problems, and to work effectively under stress, within deadlines, and changes in work priorities.

**Physical Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is typically in an office setting where they are regularly required to use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. In the course of conducting field work, the employee is occasionally required to climb or balance, stoop, kneel, crouch, or crawl, and taste and smell. The employee must occasionally lift and/or move objects of moderate weight. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts; fumes or airborne particles; toxic or caustic substances; high, precarious places; outside weather conditions; vibration; and risk of electrical shock. The noise level in the work environment can range from quiet to loud.

Salary Range: \$69,945 – \$80,438 – Excellent benefits

Posting Date: 2/11/2020

Closing Date: Open until filled

**BOARD OF TRUSTEES**  
Gary Wall, Supervisor  
Kimberly Markee, Clerk  
Margaret Birch, Treasurer  
Anthony M. Bartolotta, Trustee  
Karen Joliat, Trustee  
Art Frasca, Trustee  
Steven Thomas, Trustee



5200 Civic Center Drive  
Waterford, Michigan 48329-3773  
Telephone: (248) 674-2278 Fax: (248) 674-8658  
www.waterfordmi.gov

**DEPARTMENT OF PUBLIC WORKS**  
Russell Williams  
Director  
Joseph Ashley  
Water & Sewer Superintendent  
Justin Westlake  
Facilities & Operations Superintendent  
Derek Diederich  
Administrative Superintendent  
Frank Fisher  
Engineering Superintendent

DATE: February 3, 2020  
TO: Honorable Charter Township of Waterford Board of Trustees  
FROM: Russell D. Williams, DPW Director *RW*  
RE: Purchase of a 10 Yard Heavy Duty Dump Truck

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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.

**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**

Cc: Gary Wall, Township Supervisor  
Derek Diederich, Administrative Superintendent  
Joseph Ashley, Water & Sewer Superintendent  
Justin Westlake, F&O Superintendent

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# WOLVERINE

FREIGHTLINER - EASTSIDE, INC.

107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

January 3, 2020

Township of Waterford  
RE: RH Municipal Co-op Truck Pricing

Attn: Mr. Isaac Nott

Following is Freightliner Chassis pricing information as per your request.  
Pricing and conditions are as per the Rochester Hills Co-op Award Agreement.  
Please reference RFP-RH-13-30 dated 8/8/13 and all related documents.

TANDEM AXLE 64,000# GVW CHASSIS

|                                |             |
|--------------------------------|-------------|
| Truck Chassis.....             | \$95,304.00 |
| Paint – White.....             | N/C         |
| 2015 Model Year.....           | 750.00      |
| 2016 Model Year.....           | 1,200.00    |
| 2017 Model Year.....           | 1,050.00    |
| 2018 Model Year.....           | 900.00      |
| 2019 Model Year.....           | Waived      |
| 2020 Model Year.....           | Waived      |
| 2021 Model Year.....           | Waived      |
| Tier Discount.....             | < 2,021.00> |
| 370HP/1250TQ Engine .....      | 2,869.00    |
| 40K Rear Axle.....             | < 1,546.00> |
| Delete Scraper Prep.....       | < 423.00>   |
| Delete ¼" Inner Rail.....      | < 544.00>   |
| Delete Hood Hatches.....       | < 361.00>   |
| Bumper, 14" SD.....            | 342.00      |
| Air & Electric to Rear.....    | 637.00      |
| Safety Package.....            | 187.00      |
| Power Windows/Locks.....       | 219.00      |
| Drivers Seat, (3) Chamber..... | 134.00      |
| TOTAL: \$98,697.00             |             |

Robert McLaughlin  
Fleet Sales Representative

Ken Malkowski  
Government Sales Manager

# TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | [www.ttspec.com](http://www.ttspec.com) | ph: (517) 552-3855 | fx: (517) 552-3666

January 27, 2020

Waterford Township  
5240 Civic Center Drive, Waterford, MI 48329  
Attn: Isaac Nott, Automotive Foreman (248) 379-5847

## Equipment Quotation

The following pricing is based on City of Rochester Hills RFP-RH-13-030 contract awarded November 2013

**Install Crysteel 13' Select Dump Body including the following:**

156" body length, 96" outside width, 84" inside width  
62" front height with tapered sides front to rear, 42" rear height  
Body construction throughout is AR450 steel  
3/16" sides and front including tailgate and ¼" floor with 8" radius  
18" rear pillars constructed of 7 ga A1011 steel  
Single panel, pressed-in horizontal side braces  
Construction of the sides shall include a boxed top rail  
Western crossmemberless 8" I-beam type understructure  
9-panel tailgate design, inner panel ¼" AR450, outer bracing constructed of 7 ga A1011 steel  
Tailgate will be air-operated  
12" cabshield constructed of 7 ga A1011 steel  
Install body prop kit on each side of the frame  
Install 8" hardwood sideboards  
Install turnbuckles for tailgate  
Install fixed two-step ladder, driver-side rear of dump with grab handles  
Install bolt-on 12" asphalt apron spillshield at rear of body

**Install Mailhot CS120-5.5-3 DA Telescopic Hoist including the following:**

Greaseable rear hinge and replaceable rear pin  
Hoist is double-acting and trunnion-mounted  
Install remote lube grease line kit for Mailhot hoists

**Install Roll-Rite Electrical Tarp System including the following:**

Direct-drive motor/gear box assembly  
Aluminum wind deflector  
Aluminum tarp and tension bows  
4-spring tarp arms with mesh-type tarp

**Install Central Hydraulic System including the following:**

Hotshift PTO with direct-mounted Permco 3.94 CID gear pump  
Low oil light with 24" tank sensor  
32 gallon Slimline (part# TPH30210) steel oil reservoir mounted behind cab with tank-mounted filter, ball valve shut-off on supply port and a sight/temp gauge on the end of the tank  
DVA20 for hoist up/down valve with relief for down, mounted between the frame rails  
Apsco single-axis air lever with safety detent for hoist up/down in center console  
All necessary hoses and fittings

**Install Custom Lighting & Electrical including the following:**

OEM chassis 4-pack of switches:  
PTO Switch  
Air tailgate switch

# TRUCK & TRAILER Specialties, Inc.

900 Grand Oaks Drive | Howell, MI 48843 | [www.ttspec.com](http://www.ttspec.com) | ph: (517) 552-3855 | fx: (517) 552-3666

- Single switch for all amber emergency lighting
- Indicators for body-up light and low-oil light on control console
- Tarp switch located on control console
- 4-oval hole tapered stainless steel light boxes welded on rear pillar posts of dump body:
  - Two (2) SoundOff LED green flashers mounted in top holes
  - Two (2) SoundOff LED stop/turn/tail lights mounted in second holes
  - Two (2) SoundOff LED backup lights mounted in third holes
  - Two (2) SoundOff LED amber flashers mounted in bottom holes
- Six (6) SoundOff mPower (mo. EMPC2SMS4) amber/green LED flashers flush-mounted:
  - Two (2) in chassis grille
  - Two (2) front-facing at top corners of cabshield
  - Two (2) side-facing at bottom of cabshield, one each side
- Two (2) LED 4" work lights at rear of dump above light wedges with protective covers, one each side
- Betts junction box mounted at the rear of the dump body
- Backup alarm
- LED marker light kit for dump body
- Proximity switch for body-up light
- Install Rear Pintle Hook including 3/4" steel mounting plate including the following:**
  - Heavy-duty D-rings for safety chains
  - PH-20 pintle hook mounted TBD from ground with adjustable multi-drill holes
  - OEM STT lights recessed into hitch plate
  - 7-way round trailer plug
- Install Minimizer Floor Mats for Freightliner SD108 (mo. FKFRTL2B)**
- Install Remount glad hands at rear hitch**
- Install Mudflaps in front of and behind the drive tires**
- Paint Dump body single color White to match cab**
  - Bottom of the body, body hinge, body props, oil tank and attaching hardware painted Black**

**Above installed and painted:      \$37,480.00 ea.**

Warranty 1-year minimum on parts and labor.

**Payment Terms:** Net 30. Pricing effective for 45 days.

**FOB:** Waterford Township

**Delivery:** 240 days ARO

**Chassis requirements to be confirmed at time of order:**

CT: 108

4-pack of switches for PTO, Flashers, Airgate

60 gallon round tank under the driver's door

13 gallon DEF mounted behind the fuel tank street side

Underdoor exhaust

Tractor package run to the rear for air brakes

**Thank you for the opportunity to quote.**

Respectfully submitted by,  
Jon Luea/Brian Bouwman

BOARD OF TRUSTEES  
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Derek Diederich  
Administrative Superintendent  
Frank Fisher  
Engineering Superintendent

DATE: February 3, 2020  
TO: Honorable Charter Township of Waterford Board of Trustees  
FROM: Russell D. Williams, DPW Director   
RE: DLZ Engineering Contract for Water Main Engineering on West Huron Road (M59) from Telegraph to Lynn Avenue

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Please see the attached DLZ Michigan, Inc., Proposal for Engineering and Surveying Services. This proposal is designed to study the water main on the south side of W. Huron Road (M-59) from Lynn Avenue to Telegraph Road. This cast iron water main was installed in 1962. Recently, several large r breaks have required replacement of significant sections of pipe due to ageing cast iron pipe. As repairs are made, 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. The need to study this section of the water system has come due to the age and condition of the pipe.

This proposal is to complete engineering, acquire engineering cost estimates, and prioritize the current water main replacement projects for Waterford Township in Budget-Year 2020. Once the DPW has the study back, we will report to this public body our recommendation on projects moving forward with available resources.

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

**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**

Cc: Gary Wall, Township Supervisor  
Joseph Ashley, Water & Sewer Superintendent  
Derek Diederich, Administrative Superintendent  
Frank Fisher, DPW Engineering Superintendent

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INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

January 24, 2020

Mr. Russell Williams, Director  
Department of Public Works  
Charter Township of Waterford  
5240 Civic Center Drive  
Waterford, Michigan 48329

**Re: Proposal for Engineering and Surveying Services - Waterford Township 2020 Water Main Replacement - Additional Water Main Replacement along W. Huron Street (M-59)**

Dear Mr. Williams:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to the Charter Township of Waterford Department of Public Works (PRINCIPAL) to perform professional engineering services in conjunction with the proposed water main replacement on W. Huron Street (M-59) from Lynn Avenue to Telegraph Road. The services relate to design and permitting for replacement of the water main.

#### **STATEMENT OF UNDERSTANDING**

DLZ's understanding of the project is based on discussions with PRINCIPAL staff, review of available documents such as previous lining plans and a visit to the site by DLZ staff. The scope of the additional work on the project, as we understand it, consists of replacement of water main adjacent to W. Huron Street (M-59) in Section 36 of the Township totaling approximately 2,500 lineal feet. This water main segment has been identified by the PRINCIPAL for replacement based on age, type of material, and the number of water main breaks in recent years.

The installation method will be determined during the design phase based on the methodology deemed most appropriate for this project. Based on DLZ's knowledge of the project, recent experience and discussions with PRINCIPAL staff, it appears that open cut construction will be the most feasible. The sizing of the proposed main will be in accordance with Ten States Standards and applicable Michigan Department of Environment, Great Lakes & Energy (EGLE) requirements. The project will be designed to the PRINCIPAL's standards.

The following is a Scope of Services to complete the preliminary and final design, acquire the requisite permits, and issue plans and specifications for competitive bids for the proposed water main improvements.

#### **SCOPE OF SERVICES**

- DLZ will meet with PRINCIPAL staff and other stakeholders, if applicable, to verify the scope of the project and to gather their input on the proposed water main improvements.

- DLZ will gather any additional topographic information not determined during the previous watermain lining project along the proposed route required to complete the design. This information will be obtained by field survey.
- Preliminary Plans will include all physical features within the proposed road right-of-way as generally required for the installation of water mains. In addition, DLZ will obtain information, for inclusion on the plans, related to existing underground utilities, property irons, monuments, county drains, and other features of note.
- Once preliminary plans for the proposed water main improvements have been prepared, DLZ will meet with PRINCIPAL staff to review all aspects of the proposed design.
- Based on the preliminary drawings, DLZ will prepare opinions of probable costs for the proposed improvements.
- Using the information collected, DLZ will prepare plan sheets depicting the physical features and the proposed water main improvements prepared to PRINCIPAL's and EGLE standards.
- DLZ will initiate interim design review meetings with parties affected by the proposed construction to include: MDOT staff, Road Commission for Oakland County staff, and other stakeholders as appropriate.
- DLZ will identify permits that may be required for this project to include: EGLE for water main extensions, Soil Erosion and Sedimentation Control, Michigan Department of Transportation, Road Commission for Oakland County and other permits as may be required. DLZ will prepare all applications for permits. This does not include application fees for permits.
- DLZ will coordinate the activities of a sub-consultant who has expertise in sub surface soil exploration to perform subsurface soil investigations as deemed appropriate for this project. This information will be used in conjunction with the design and as an aid for contractors bidding the project.
- Based on comments received in review meetings, described above, DLZ will complete the plans and prepare final estimates of probable costs. DLZ will complete specifications for bidding.

**The following services are not considered part of this proposal:**

- Environmental Assessments;
- Construction Engineering;
- Procurement of Easements;
- Wetland Determinations.

**RESPONSIBILITIES OF THE PRINCIPAL**

- The PRINCIPAL will make available any existing studies, reports, record drawings, billing data, address maps, zoning maps, future services areas, and system information necessary to complete the project.
  - The PRINCIPAL will attend all necessary meetings and will assist with the coordination of design efforts.
  - The PRINCIPAL will designate an individual as a contact person to facilitate the transfer of information and to be the liaison for the project.
-



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

Professional Engineering Services  
2020 Water Main Replacement  
Additional Water Main along M-59  
January 24, 2020  
Page 3 of 3

### SERVICES FEE

For services described in the **SCOPE OF SERVICES**, DLZ proposes to charge, and PRINCIPAL agrees to pay a Lump Sum fee of **\$39,000.00**. Invoices will be rendered monthly.

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this Proposal. The Client referred to in the Standard Terms and Conditions means the Charter Township of Waterford Department of Public Works.

If you approve and accept this Proposal, please sign, date and return one copy of this Proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Proposal in your paperwork.

DLZ appreciates the opportunity to submit this Letter Agreement for professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to call Leigh Merrill at (248) 681-7800.

Sincerely,  
**DLZ MICHIGAN, INC.**

Terry Biederman, P.E.  
Vice President

### Approved and Accepted

|              |       |
|--------------|-------|
| Signature    | _____ |
| Printed Name | _____ |
| Title        | _____ |
| Date         | _____ |

Attachments:  
Exhibit A: Standard Terms and Conditions

**EXHIBIT A**  
**DLZ'S STANDARD TERMS AND CONDITIONS**

**1. INVOICE AND PAYMENT PROCEDURES:** DLZ shall submit invoices, once a month, at a minimum, to the CLIENT for Services accomplished during each calendar month.

The CLIENT hereby agrees that payment will be made for DLZ's Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The CLIENT hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the CLIENT's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this Agreement and pursue its remedies for collection.

**2. CONSTRUCTION SERVICES:** Construction Phase Services are not intended to include exhaustive detailed inspections of contractor work but site observations to become generally familiar with and to keep CLIENT informed about the progress and quality of work. The Contractor is solely responsible for its compliance or noncompliance with the Contract Documents. If, under this Agreement, professional services are provided during the construction phase of the project, DLZ shall not be responsible for or have control over contractor means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall DLZ be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will DLZ have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless DLZ and the CLIENT expressly agree otherwise in writing. CLIENT agrees that DLZ will perform on-site construction observation for this project and that such services will not be performed by others.

**3. SUBSURFACE INVESTIGATION:** DLZ makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and DLZ is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

**4. AGENCY REVIEW:** In the event that, due to a change in applicable laws or a change in the requirements or policies of a governmental agency after the date of this Agreement, additional office or field work is required, said additional work shall be paid for by CLIENT as extra work.

**5. SURVEY STAKING:** In the event that any survey staking is disturbed by an act of God or parties other than DLZ, the cost of restaking shall be paid for by CLIENT as extra work.

**6. MISCELLANEOUS EXPENSES:** The CLIENT shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

**7. CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by DLZ and CLIENT. DLZ will promptly notify CLIENT of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of any change in scope.

**8. SAFETY:** DLZ shall establish and maintain programs and procedures for the safety of its employees. DLZ specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DLZ employees.

**9. REUSE OF PROJECT DELIVERABLES:** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, shall be at CLIENT's sole risk.

**10. OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to CLIENT.

**11. INSURANCE:** DLZ will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with all legal requirements and DLZ business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include DLZ as an additional insured on its policies relating to the Project. DLZ coverage referenced above shall, in such case, be excess over contractor's primary coverage.

**12. INDEMNITY:** To the fullest extent permitted by law, DLZ shall indemnify and save harmless CLIENT from and against liability and damages sustained by CLIENT, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the proportionate extent caused directly by the negligence of DLZ or its employees.

**13. LIABILITY:** No employee of DLZ, its parent, subsidiary or affiliate companies, shall have individual liability to CLIENT. DLZ's total liability to CLIENT, and CLIENT's coverage under any of DLZ's insurance policies as an additional insured, if provided, for any and all injuries, claims, losses, expenses or damages arising out of DLZ's Services or this Agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by DLZ under this Agreement. If CLIENT desires a limit of liability greater than provided above, CLIENT and DLZ shall include in the Agreement the amount of such limit and the additional compensation to be paid to DLZ for assumption of such risk.

**14. PREVAILING PARTY LITIGATION COSTS:** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state in which the Project is located. The sole venue for any lawsuit filed as a result of this Agreement is the county in which the project is located.

**15. AUTHORITY:** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**16. STATUTE OF LIMITATIONS:** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding DLZ's performance under this Agreement shall expire one year after Project Completion.

**17. SCHEDULE:** DLZ shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract documents. DLZ shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

**18. SHOP DRAWINGS:** DLZ will review shop drawings solely for general conformance with design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions or quantities, constructability, performance, compatibility with other construction components, or their compliance with the requirements of the Contract Documents, such as Buy America requirements, all of which remain the responsibility of the Contractor. DLZ's review also is not for the purpose of reviewing or approving the Contractor's safety precautions or construction means, methods, techniques, sequences or procedures.