
BOARD MEMBERS PRESENT:

Gary Wall, Supervisor
Kim Markee, Clerk
Steve Thomas, Treasurer
Anthony Bartolotta, Trustee
Marie E. Hauswirth, Trustee
Mark Monohon, Trustee
Janet Matsura, Trustee

OTHERS PRESENT:

Robin McGregor
Darla Jaros
Vaughn Wagner
Ruth Wagner
Crystal McCready
Steve McCready
Ethan Bodtker
Gina Feistel
John Barker
David Yankee
Mary Craite
Robert Matsura

Julie Schaefer
Joyce M. Wefel
Jonathan Deale
Frank Fisher
Grant Smith, WAY
Russ Gerke
Chet Bartle
Angie Iafrate-Tupa
Jordann Mathewson
Rachel White
Jan Feldmann
Donna Wall

Lynette Hess
Tyler Soncrainte
Joellen Shortley
Barb Miller
Derek Diederich
Terry Ball
Lila Ball
Alison Swanson
Sharon Thomas
Susan LeClair
Jeffrey Polkowski
Erin Asdell

Supervisor Gary Wall called the meeting to order at 6:00 p.m. remembered the brave men and women that have served our great nation, asked for a moment of silence, and led the Pledge of Allegiance.

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

1. APPROVE AGENDA
1.1 July 8, 2024

Moved by Markee,
Seconded by Hauswirth, RESOLVED, to amend the July 8, 2024, agenda by removing New Business Item 8.2, Deferred Compensation Plan and Trust to a bring it back to the Board of Trustees at a later meeting. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon
Nays: None
Absent: None

Motion carried unanimously.

Moved by Markee,

Seconded by Bartolotta, RESOLVED, to approve the July 8, 2024, amended agenda. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

2. ANNOUNCEMENTS

- 2.1 Don't "split your vote" this August! Michigan is an open primary state, meaning you do not have to be registered to a party to vote in the primaries. However, when you vote in the primary election on Tuesday, August 6, 2024, you MUST confine your votes to a single-party column. Splitting the ticket on the August 6th ballot will invalidate the partisan section of your ballot! Polls open at 7:00 a.m. and close at 8:00 p.m. Please confirm your polling location and view a sample ballot www.michigan.gov/vote or contact Clerk Markee's office at 248-674-6266 with any questions.
- 2.2 As of July 1st, Priority Waste is the new single designated curbside residential waste hauler in Waterford Township. Priority Waste customers in Waterford and nearby communities continue to experience delays in curbside waste collection. The Township has been and will keep working with the hauler for our residents toward a resolution to these delayed services. Please continue to place waste at the curb by 7 a.m. on your scheduled collection day and leave it at the curb until it is collected by the hauler. Priority Waste website: www.prioritywaste.com Priority Waste phone: 586-228-1200, hours 8:00 a.m. to 5:00 p.m. Monday – Friday
- 2.3 With warmer weather, it's time to improve our yards, homes, and outside areas. The Waterford Township Clerk's Office would like to recognize homeowners who take pride in making their exteriors beautiful. If you are interested in participating, please submit a form and a picture (optional) by July 31, 2024. The form can be found on the Township's website @ www.waterfordmi.gov/clerk, the Clerk's Office, or by emailing kmarkee@waterfordmi.gov. Award signs will be placed on the winners' property during the last two weeks of August. If you have any additional questions call Clerk Kim Markee at 248-674-6266.

3. Awards and Presentations

3.1 Police Chief Awards Presentation

Police Chief Underwood shared that he's proud of the work that the department does and each quarter the awards board reviews the nominations that are outside the ordinary work.

A Unit Commendation Award was presented to the Investigation Services Bureau that did traffic work resulting in arrest and recovery of a large amount of stolen property.

Lt. Chet Bartle, Detective Rachel White and Dispatcher Angie Iafrate-Tuppa presented an award of Unit Commendation of the following Sergeant and Detectives.

On or about April 29, 2024, Waterford Police Patrol Services took a report of a suspicious circumstances incident wherein a female report arriving at a residence in the south end of the township where she had come to visit her family. Instead of her family coming to the door, she was instead "greeted" by a subject unknown to her who then pointed a gun at her.

While the family she came to visit was not in the home at the time, there were other subjects staying at the residence at the time of this incident who were/are known to Waterford Police due to their extensive criminal history. Based on this information alone, Detective Sgt. Sawyer along with Detectives Macklin and Forton initiated an investigation in an attempt to identify the suspect that had pointed the gun at their complainant.

Their investigation revealed the gun had been stolen during one of several recent home invasions, committed by the homeowner's son who was a convicted felon. As a direct result of this investigation, several thousand dollars of stolen property was recovered that included numerous firearms.

In addition, the originally "unknown subject" that pointed the gun at the complainant was also identified and found to be responsible for several other home invasions, once again leading to the recovery of additional stolen property totaling several thousand dollars. Some of you may have seen our recent press release about that incident.

Both subjects were charged with numerous home invasions, possession of stolen property and felon in possession of firearms. Both remain lodged awaiting trial.

The Board offered their congratulations to Scott Sawyer, Sergeant, Kellie Forton, Detective, and John Macklin, Detective

4. Public Comments – Agenda Items Only

Public Comments are limited to three (3) minutes per speaker related to agenda items at the beginning of the Board of Trustees meetings.

Mr. Vaughn Wagner, 2510 Silverside

Mr. Wagner addressed the Board of Trustees regarding concerns of changes to the Master Plan on page 108.

Lynette Hess, 443 Meadows

Ms. Hess discussed the residential trash hauling issues with trash pick-up.

Public Comments closed at 6:16 p.m.

5. 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.

5.1 July 08, 2024, Meeting Minutes

5.2 July 08, 2024, Work Session Minutes

5.3 July 22, 2024, Bill Payment

5.4 Receive the 51st District Courts Second Quarter Report

5.5 Receive the Treasurer's Office June 2024 Report

Consent Agenda Continued.

Moved by Bartolotta,

Seconded by Markee, RESOLVED, to approve consent agenda items 5.1 through 5.5. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

6. Board Liaison Reports (Verbal)

Trustee Matsura

Trustee Matsura reviewed the July 11, 2024, Hess-Hathaway Park Advisory meeting. Everything is going great. The animals are healthy, The gardens are blooming the hay is being cut, and they are preparing for the late summer and fall activities.

Trustee Bartolotta

The next Drayton Plains Nature Center meeting is on July 16th, the Planning Commission meets tomorrow, and the next Drayton Plans Nature Center meeting is on September 17th.

Treasurer Thomas,

Summer taxes are due. You may pay your taxes via the website, the phone, or in person.

Clerk Markee

The State Primary is August 6, 2024, and we still have 10,000 absentee ballots to be returned. Voters can also turn their ballots in at the Early Voting Centers from July 27, 2024, through Sunday, August 4, 2024, or at the polling location on election day. Polling locations will be open from 7:00 a.m. to 8:00 p.m.

Trustee Hauswirth

As you may recall, we received a grant from America In Bloom. The representatives recently came to town and toured the "gems" of Waterford township.

Trustee Monohon

The Waterford Youth Assistance Annual Shoe Drive has begun. Please bring your gently used shoes to the many drop boxes throughout the Township.

Trustee Monahan attended the SEMCOG legislative seminar, and one topic that came up was trees and the management of our electrical infrastructure. We could move our lines underground to appropriate areas. It's a chronic problem in this area.

7. Introduction**7.1 Possible Introduction of Ordinance 2024-003; Right-of-Way Management**

The following memo was received by Mr. Jeffrey Polkowski, Director of Development Services.

“Small Cell” is the term used to refer to the wireless communication industry’s modern technology that focuses on placing antennas closer together, often on existing structures including utility poles or on new structures/utility poles that are less than 40 ft tall. The use of small cell facilities is becoming increasingly popular as opposed to the traditional cellular towers which range from 50 to 200 ft tall on average and have much larger bases. In order to qualify as a small cell wireless facility, each antenna cannot be larger than six cubic feet (e.g. 3’ x 2’ x 1’) and all of the facility’s other associated wireless equipment cannot exceed 25 cubic feet.

In 2018, the State adopted the Small Wireless Communications Facilities Deployment Act which requires municipalities, with some exceptions and limitations, to approve small cell antennas and related wireless facilities, utility poles, or other support structures in public rights-of-way. In 2019, the Board of Trustees adopted an ordinance (2019-003) to ensure Waterford Twp was prepared to process use permit applications for small cell facilities in a way that complied with the requirements of the State’s Small Wireless Communications Facilities Deployment Act.

Small cell use permit fees and applications are already collected by, and reviewed by, the Development Services Department through the Township Engineer, but the Code of Ordinances, as currently written, requires applicants to submit small cell use permit applications to the Township Clerk. The purpose of this proposed ordinance amendment is to streamline the process so that small cell use permit applications are submitted directly to Development Services. Once reviewed by the Township Engineer, small cell use permit applications will be presented to the Board for approval as required by the Code of Ordinances. The Township has only recently received its first few small cell use permit applications, but as evidenced by an increase in surrounding communities receiving an influx of such applications, it is anticipated that the Township will continue to see these applications submitted on a regular basis. The Board will be considering its first three applications following this proposed ordinance amendment. Attached is this ordinance amendment as well as a redlined version that shows the only change to the existing ordinance.

Please let me know if you have any questions prior to Monday night’s meeting.

**CHARTER TOWNSHIP OF WATERFORD
ORDINANCE NO. 2024-003**

RIGHT-OF-WAY MANAGEMENT ORDINANCE AMENDMENT

An Ordinance to amend the Right-of-Way Management Ordinance in Article V of Chapter 14.5 of the Waterford Charter Township Code, to require applications for Small Cell Wireless Use Permits to be provided to the Developmental Services Department.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

Section 1 of Ordinance

That Section 14.5-051 of Article V of the Waterford Charter Township Code, which defines the Permit Application Requirements and Process be amended to read as follows:

Sec. 14.051-051. Filing of complete applications required

Possible Introduction of Ordinance 2024-003; Right-of-Way Management Continued.

At least three (3) copies of a permit application and more if necessary to secure all Township staff and consultant reviews, shall be filed with the Township Clerk , except for Wireless Facility applications, which shall be filed with the Developmental Services Department, and shall not be considered as complete for any purposes, including any time periods for Township review and decisions, until the required application fee and information has been provided.

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 meeting duly called and held on August 12, 2024.

CHARTER TOWNSHIP OF WATERFORD

Date

By: _____
Kim Markee, Township Clerk

Moved by Bartolotta,
Seconded by Thomas, RESOLVED, to introduce Ordinance 2024-003 - Right of Way Management Ordinance Amendment; furthermore, to place on the August 12, 2024, regular board agenda for possible adoption. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon
Nays: None
Absent: None

Motion carried unanimously.

8. New Business
8.1 Library Hours Revised Schedule for 2024

The following memo was received from Ms. Julie Schafer, Library Director.

Following discussion with Township Supervisor Gary Wall, as well as Human Resources Director Mark Similar and Township Budget Director Derek Diederich, and after much work with Library staff and Library Advisory Committee members, we present to the Township Board the restoration of Friday hours at Waterford Township Public Library.

Effective September 1, 2024 regular Library hours will be:

Library Hours Revised Schedule for 2024 Continued.

Monday – Wednesday 10:00am – 9:00pm

Thursday – Saturday 10:00am – 5:00pm

Sunday – 1:00pm-5:00pm

This new set of hours offers the public 58 open hours a week. Currently, the library is open 55 hours per week which included an all-day closing on Fridays.

This closure of the building on Fridays dates back to December 2011 when reductions in staff, mainly through attrition, were made in light of the significant decline in property values across the nation during the recession years in the 2008-2010 period.

Fortunately, in 2022 the voters in Waterford Township approved the restoration of the library millage to one mill. This millage was approved to allow the library to add staff to restore service hours on Fridays and to allow building repair and maintenance as needed.

Both staffing and building upgrades were ongoing projects in the last year and continue to be today. While we are not yet fully staffed, we are pleased to be able to present this solution to the schedule and once again be open on Fridays. Please note the earlier closure on Thursdays at 5pm instead of at 9pm will allow for only one staffing shift instead of two, while still serving the public as fully as possible. Evenings, in general, are more lightly attended than daytime hours and each day of the week sees a slight downtrend in general.

We will continue to examine the library schedule, while balancing the needs of the community with the number of staff available in order to provide service at the desks, while still being able to generate programs, maintain the excellent collection that we currently provide, and search for new opportunities to work with various organizations and groups in ways that benefit the whole Township.

While it is possible further tweaks to the schedule may be necessary as we enter 2025, we are committed to being open on Fridays starting with September 6. We know without a doubt that this is something the community has asked for and needs and we are happy to be able to provide before the end of this year.

Moved by Markee,

Seconded by Bartolotta, RESOLVED, to approve, effective September 1, 2024, new regular Library hours: Monday – Wednesday 10:00am – 9:00pm, Thursday – Saturday 10:00am – 5:00pm, and Sunday – 1:00pm-5:00pm. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

8.2 **Deferred Compensation Plan and Trust**

Item removed and postponed to a later meeting.

8.3 VMWare Infrastructure Update

The following memo was received by Frank Fisher, Assistant Director of Information Technology/DPW SCADA & GIS Manager.

Waterford Township currently utilizes a VMWare virtual environment that serves as the basis for multiple applications servers that run many of the critical applications that most of the Township departments rely on for their computer systems. This VMWare environment can be thought of as the invisible backend that keeps most of the Township computer applications and systems running.

Recently the Waterford Township IT department completed a hardware and software upgrade that updated our existing environment and provides the core hardware to support the servers and applications for several years. Now that the core components have been completed there are some additional components that span various departments, that need to be updated in order to either replace existing hardware that's outdated and/or provide software upgrades, and provided critical backups to the computer infrastructure all together. In the interest of keeping it as one cohesive project, all of the items have been bundled together in this one project. The individual costs have been broken apart based on their funding source that is appropriate for the department(s) that it is serving. Attached are the quotes to complete this project.

Inacomp has been the vendor that has supported Waterford Township for several years with the implementation of these system and has provided support during any operational issue that has arisen. This vendor is on the Township Board of Trustees approved single-source list, due to the importance of maintenance of several mission critical system. This upgrade was budgeted for in the 2024 budget. The cost will be allocated to the line items listed below.

Although this vendor is on the approved single-source list, the cumulative amount of this project requires that the Township Board of Trustees approve the purchase.

Requested Board Action:

Approve the attached quotes from Inacomp TSG for the virtual server hardware and software upgrade project, with a total of \$45,645.86

The costs will be allocated based on the table below:

Amount:	Line Item:
\$ 3,551.84	20730-97133-ISERV
\$ 4,369.24	59044-97133
\$19,462.41	27790-97133-ISERV
\$18,262.37	12480-97133-ISERV

Moved by Bartolotta

Seconded by Markee, RESOLVED, to approve the attached quotes from Inacomp TSG for the virtual server hardware and software upgrade project, with a total of \$45,645.86 with funds as allocated in the above memo. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

8.4 Resolution to Apply for Grant Funding Riverwalk Green Barrier Project

The following resolution was received by Supervisor Wall.

**CHARTER TOWNSHIP OF WATERFORD
RESOLUTION TO APPLY FOR GRANT FUNDING
RIVERWALK GREEN BARRIER PROJECT**

WHEREAS, Waterford Township began construction of a Riverwalk in 2000 that traverses the center of the Township from Riverside Elementary School to the Drayton Plains Nature Center; and

WHEREAS, the Riverwalk has progressed in phases over the years and now is nearing completion; and

WHEREAS, the Township is seeking a grant from America in Bloom and CN Railways to plant a green barrier along the Riverwalk to prevent vehicular traffic from using the non-motorized pathway; and

WHEREAS, this project is estimated to cost \$32,000 and the America in Bloom grant will cover half the cost of the project and Waterford Township will match funding to complete the project; and

WHEREAS, Waterford Township has committed ARPA funding to complete the Riverwalk and those earmarked funds will be used to fund the required match for the America in Bloom grant.

NOW THEREFORE BE IT RESOLVED that the Waterford Township Board of Trustees authorizes the Community Greenways Coordinator to complete and submit an application to America in Bloom for grant funding for this green barrier project on the Riverwalk.

CERTIFICATION

I certify that this Resolution was adopted by the Board of Trustees of the Charter Township of Waterford at a regular meeting held on July 22, 2024.

CHARTER TOWNSHIP OF WATERFORD
JULY_____, 2024
By:

Kim Markee, Township Clerk

Trustee Monohon read the Resolution.

Resolution to Apply for Grant Funding Riverwalk Green Barrier Project.

Moved by Markee,

Seconded by Hauswirth, RESOLVED, to approve the Resolution to Apply for Grant Funding Riverwalk Green Barrier Project with an estimate cost of \$32,000 and the America in Bloom grant will cover half the cost of the project and Waterford Township will match funding to complete the project. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

8.5 Charitable Funds Solicitation – Jeep Babes Enthusiast Club – Michigan Chapter

The following memo was received by Ms. Jaime J. Matthews.

The Jeep @ Babes Enthusiast Club Michigan Chapter would like to request to be added to the Township Board Agenda to be recognized as a non-profit that is based in Waterford Township. At Jeep@ Babes Enthusiast Club Michigan Chapter, our vision is to create a community of empowered women who support one another. Our group is open to all women, all Jeep@4x4s, and exists to support one another, building community through giving back. Over the years, we have accomplished many important milestones in our mission to empower women and support the communities we live in, including several annual fundraising initiatives.

Jeep@ Babes Enthusiast Club Michigan Chapter organizes a series of annual events aimed at both fundraising and raising awareness. These gatherings serve as platforms to generate support for various causes, with a focus on increasing awareness about our mission. To date, these events have successfully raised significant funds, contributing to the overall impact and sustainability of our initiatives.

NATIONAL GO TOPLESS EVENT

\$32,900

Since 2022, this annual event has raised funds benefitting 92 for 22, a nonprofit supporting suicide prevention and PTSD awareness for veterans.

CAUSE FOR PAWS

\$39,100

Funds and supplies collected during our annual fundraisers to support nonprofit animal rescues and shelters across Michigan. The running total includes events from 2022-2024.

SHOW AND SHINE

\$51,700

Our largest event each year, raising funds to support HAVEN, Michigan's largest resource center and shelter for sexual and physical abuse survivors. The total funds raised includes events from 2022-2023.

We are gearing up for the 2024 Show and Shine and would like to add raffle sales to our event in hopes of raising more money. Our hefty goal this year is to raise \$30,000 for HAVEN, to support survivors of sexual and physical abuse. We are working on getting the proper license and permit to hold raffles but one of the requirements is to be recognized as a non-profit by the township that our non-profit is based out of.

Charitable Funds Solicitation – Jeep Babes Enthusiast Club – Michigan Chapter Continued.

We are asking you to kindly recognize the Jeep ® Babes Enthusiast Club Michigan Chapter as an official non-profit out of Waterford Township. This will tremendously help our efforts in raising even more funds for local non-profits.

CHARTER TOWNSHIP OF WATERFORD**RESOLUTION RECOGNIZING
JEEP® BABES MICHIGAN CHAPTER****RECITALS:**

A. The Jeep® Babes Michigan Chapter is a federally recognized 501(c)(3) nonprofit organization and is a registered Michigan nonprofit corporation.

B. The Jeep® Babes Michigan Chapter has applied for a license from the State of Michigan to sell raffle tickets. Public Act 382 of 1972, MCL 432.103a(i)(ii) requires a local nonprofit organization, which is not affiliated with a state or national organization, to be recognized by the local governmental subdivision in which the organization holds its principal activities.

C. The Township has received and reviewed the registration and bylaws of The Jeep® Babes Michigan Chapter.

IT IS THEREFORE RESOLVED:

The Waterford Board of Trustees recognizes the many charitable activities and contributions made to the Waterford Township community by The Jeep® Babes Michigan Chapter, a nonprofit organization, and understands The Jeep® Babes Michigan Chapter has requested this recognition for the purposes of obtaining a charitable gaming license from the State of Michigan.

CERTIFICATION

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on July 22, 2024.

Charter Township of Waterford

Date

Kimberly Markee, Township Clerk

Trustee Hauswirth read the Resolution.

Moved by Markee,
Seconded by Hauswirth, RESOLVED, to approve the Resolution Recognizing Jeep® Babes Michigan Chapter as a nonprofit organization. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

8.6 Appeal of Solicitor License Denial – EcoShield Pest Solutions

The following memo was received by Mr. Ethan Bodtker, EcoShield

On behalf of EcoShield Pest Solutions, I am sending this letter to get on the agenda for the next board meeting on Monday July 22nd. We are a locally owned franchise where our marketing is done primarily through door-to-door sales. In attempt to get approved for the solicitors permits, we were denied. I am requesting the opportunity to appeal this decision in front of the Board to then get approved to work in the Township of Waterford,

The following memo was received by Cheri Evans,

This letter is to inform you that, due to a background check conducted by the Waterford Township Police Department and based on 10-074(b) of the Waterford Township Code of Ordinances, your application to Peddle in Waterford Township has been denied.

Thank you for your assistance in this matter. Please feel free to contact me with any questions or concerns you may have. 248-674-6246 or cevans@waterfordmi.gov

The following memo was received by Police Chief Underwood.

Pursuant to the Business Licensing Ordinance, the Clerk's Office requested that the Waterford Police Department review an application for a peddler license from EcoShield Pest Solutions ("EcoShield") for the company, as well as ten individuals working on behalf of EcoShield.

The Police Department is tasked with investigating the company's history of compliance with other municipal ordinances. To that end, we reviewed police reports from White Lake Township relating to individuals peddling on behalf of EcoShield. (See Section 10-074 of the Business Licensing Ordinance). Those reports indicate there were at least seven complaints of Eco Shield representatives soliciting without a license, which were confirmed by responding Officers, and one complaint of an EcoShield representative disregarding posted "No Soliciting" or "No Trespassing" signs. In each case, police responded, and Eco Shield representatives were stopped from any further soliciting. Additionally, several of the proposed representatives are of concern to the Police Department, as a result of previous police contacts and arrests.

Based on our review of the complaints received by the White Lake Township Police Department indicating continued non-compliance by representatives of EcoShield, and the exercise of professional judgment, we recommended that the Clerk's Office deny the business license request by EcoShield because of public safety concerns.

We have also been advised that the Clerk's Office received complaints about EcoShield going door to door within Waterford Township without an approved peddler license. As you are aware, the Clerk's Office issued denial letters to EcoShield. The denials have been appealed to the Township Board.

Once again, we recommend that the Board uphold the Clerk's denial of the peddler license to EcoShield due to public safety concerns. Should the Board choose to approve a license for Echo Shield, we recommend further review of all proposed representatives listed in the application before anyone is approved to solicit in Waterford Township on behalf of EcoShield.

Please let me know if you have any questions.

Below is the pertinent section of the Business Licensing Ordinance concerning License denials:

CHAPTER 10 LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS**Division 2. License Application and Review**

Appeal of Solicitor License Denial – EcoShield Pest Solutions Continued.**Sec. 10-079. License denial; conditional license.**

(a) If the applicant fails to provide all of the information required by Sec. 10-071, is found to have falsified information on the application, has delinquent payment obligations to the Township, will result in noncompliance with the requirements and conditions of this Article or unsatisfactory conditions endangering public health, safety and welfare, the Township Clerk shall deny the license request. The Township Clerk shall notify the applicant in writing of the denial decision and the reasons for such denial.

(b) An applicant may appeal a denial decision by submitting a written request for an appeal. All appeals of license denial decisions shall be heard by the Township Board. The Township Board is vested with the authority to uphold or reverse the decision of the Township Clerk and shall have full authority to attach conditions and/or restrictions to any license granted under this Section where such conditions and/or restrictions bear a rational relationship to the reasons for or the preservation of the public health, safety and welfare.

Mr. Ethan Bodtker, Owner of EcoShield, addressed the Board of Trustees regarding their denial. He stated they have 397 clients in Waterford Township.

Clerk Markee inquired if they do background checks on their employees. Mr. Bodtker stated that they do. Mr. Bodtker stated that they hire off of present character vs. past mistakes.

Trustee Bartolotta asked Chief Underwood if there were any police reports.

Chief Underwood addressed the Board of Trustees and shared the following concerns with the Board of Trustees.

- Soliciting without Permits in White Lake Township
- Soliciting in White Lake neighborhoods with “No Soliciting” signs
- The Peddler License application listed ten individuals. In the section that states “list all felony and misdemeanor convictions, they all stated “N/A.”
 - Two of the ten had misdemeanor convictions.
 - Six of the ten were involved in the complaints in the White Lake Township Police Township.
 - One individual had ten contacts with law enforcement, not all of which were negative 2, where the individual was a suspect.
- EcoShield states that it is a “local” business. Three of the 10 were out of state: Nebraska, Washington, and Louisiana; one from West Branch, and the rest, while local, were Port Huron, Flint, and Grand Blanc, nowhere near Waterford Township.

Bodtker stated that they had permits. They were soliciting in an area and weren’t aware of the “no solicitation neighborhoods.”

Chief Underwood reviewed the complaints from White Lake Township Police complaints from late May 2024 through late June 2024.

Township Attorney Joellen Shortley inquired how they acquired their customers without having a permit. Mr. Bodtker responded that they were unaware they needed a permit before 2021 (they started their office in 2019). They have been customers for years.”

Trustee Hauswirth stated that she thought they should be earning new customers through referrals and that she struggles with people coming to her door.

Chief Underwood stated that the Clerk’s office received some complaints for peddling without permits this year. Mr. Bodtker noted that other companies use EcoShield as a “scapegoat.”

Bodtker stated he would like to know why he was being denied.

Appeal of Solicitor License Denial – EcoShield Pest Solutions Continued.

Trustee Bartolotta stated the police reports, and Clerk Markee stated that, “lying on the application.”

Attorney Shortley, that the ordinance allows the Police Dept. to review information from other local municipalities, the Police Chief provided a recommendation to deny the application, and the Board affirms based on the review, per the ordinance.

Moved by Bartolotta,

Seconded by Thomas, RESOLVED, to affirm the Clerk’s decision to deny EcoShield’s peddler’s license. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

8.7 Notice to Board of Trustees of Newly Available Medical Marihuana License Pursuant to Section 10-301(H)(2) of the Medical Marihuana Facilities Licensing

The following memo was received by Clerk Markee.

This serves as notice to the Board of Trustees as required under the Medical Marihuana Facilities Licensing Ordinance, (“Ordinance”) of a newly available provisioning center license. On June 28, 2024, the conditional approval of the application of DNVK1, LLC for a provisioning center license expired without the applicant providing evidence of meeting the Ordinance requirements. Thus, a license cannot be issued under the Ordinance. (Ordinance Section 10-300 (e))

Section 10-301(h)(2) of the Ordinance provides that if a license becomes available due to the expiration of a prior approval, the Township Clerk shall place the question of whether applications should be allowed for the newly available license on a meeting agenda of the Board of Trustees.

Moved by Bartolotta, to not to put it out for medical marihuana applications.

Township Attorney Shortley addressed the board and requested Trustee Bartolotta to withdraw his motion and make the motion provided.

Trustee Bartolotta withdrew his motion.

Moved by Monohon,

Seconded by Hauswirth, RESOLVED, to receive and file the notice from the Township Clerk of a newly available medical marihuana provisioning center license and reaffirm the Resolution adopted July 17, 2023, that the Township is not accepting any applications for licenses under the Medical Marihuana Facilities Licensing Ordinance. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

8.8 **Possible Approval of Purchase Agreement with the Waterford School District for Leggett School Property.**

The following was received by Supervisor Wall.

CHARTER TOWNSHIP OF WATERFORD

**RESOLUTION APPROVING REAL ESTATE PURCHASE AGREEMENT
WITH WATERFORD SCHOOL DISTRICT FOR
THE LEGGETT SCHOOL PROPERTY**

WHEREAS, the Waterford School District, ("WSD") determined that they need to focus on their education services to children and therefor discontinue providing senior services and will sell their Leggett School Property, ("Property") located within Waterford Township at 3621 Pontiac Lake Road ("Township").

WHEREAS, since the Township's Parks and Recreation Department provides programs to seniors and the building on Williams Lake Road is in need of extensive repairs and cannot be used to provide all of the recreation and needs of the community, the Waterford Board of Trustees determined that it was beneficial to consider whether the Township could utilize any the Property for providing senior services.

WHEREAS, after several months of discussions concerning the Property, a purchase agreement, attached as **Exhibit A**, was negotiated, which was considered by the Waterford School District Board on July 18, 2024.

WHEREAS, the purchase agreement will allow the Township to purchase approximately 9.12 acres of the Property, which will include one building currently utilized for the WSD senior center.

WHEREAS, the Purchase Agreement provides that in consideration of a payment by the Township of One Dollar, (\$1.00), WSD will sell the Property to the Township, to operate the senior center beginning January 1, 2025, at the level and in the manner the Township deems appropriate in its sole discretion and may hire third parties to provide services. The WSD will operate the senior center through December 31, 2024.

WHEREAS, the purchase agreement provides the Township with a 60 day due diligence period to inspect the Property and notify the WSD if it is dissatisfied with its evaluation and has the option to rescind and terminate the purchase agreement.

WHEREAS, the WSD retains a right of first refusal for any purchase offers the Township receives for the Property within ten years of the date of the signing of the purchase agreement.

IT IS THEREFORE RESOLVED that the Waterford Township Board of Trustees has determined that approving the purchase agreement with WSD is in the best interests of the Township and hereby approves the terms and conditions of the purchase agreement. This approval is contingent upon the approval of the purchase agreement by the WSD.

IT IS FURTHER RESOLVED, that the Township Supervisor is authorized to sign the purchase agreement, conduct due diligence on the Property, and to take other necessary actions described in the purchase agreement.

CERTIFICATION

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on July 22, 2024.

Possible Approval of Purchase Agreement with the Waterford School District for Leggett School Property

Charter Township of Waterford

Date_____
Kimberly Markee, Township Clerk**REAL ESTATE PURCHASE AGREEMENT**

This REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is entered as of the Effective Date, by and between **CHARTER TOWNSHIP OF WATERFORD**, a Michigan municipal corporation ("Purchaser"), having an address of 5200 Civic Center Drive, Waterford, Michigan 48329, and **WATERFORD SCHOOL DISTRICT**, a Michigan general powers school district (the "Seller"), having an address of 501 N. Cass Lake Road, Waterford, Michigan 48328, on the terms and conditions set forth below.

1. **Description of Property.** Seller is the owner a parcel of real property located in Waterford Township, Oakland County, Michigan, commonly referred to as the Waterford Senior Center and described as follows and collectively referred to herein as the "Property":
A 9.12 +/- acre parcel located at 3621 Pontiac Lake Road, Waterford, Michigan 48328, Tax Parcel I.D. Number 13-23-326-002, as depicted and legally described in **Exhibit A** attached hereto.
Seller agrees to sell to Purchaser the Property, together with the approximately 26,825 square foot building located thereon, and all improvements, fixtures, easements and appurtenances, subject to the existing building and use restrictions, easements of record and zoning ordinances, if any, which Purchaser does not object to in accordance with Paragraph 4 below. The term "Property" shall include all real property land described above and on **Exhibit A** and all buildings, improvements or structures thereon, appurtenances, fixtures, tenements and hereditaments thereon, if any, in connection therewith.
2. **Purchase Price.** The purchase price the Property is **ONE AND 00/100 DOLLARS (\$1.00)** (the "Purchase Price"). Purchaser shall not be required to submit any earnest money deposit to the Seller under this Agreement.
3. **Payment of Purchase Price.** This sale is to be consummated by: CASH SALE WITH DELIVERY OF THE WARRANTY DEED attached hereto marked as **Exhibit B**, conveying marketable fee simple title at Closing to the Property. The Purchase Price for the Property shall be paid by Purchaser at Closing in cash, certified check, or direct wire transfer.
4. **Title Insurance.** As evidence of title, Seller agrees to furnish to Purchaser within thirty (30) days of the Effective Date of this Agreement a commitment for an ALTA owner's policy of title insurance, without standard exceptions, paid for by Purchaser and issued by First American Title Insurance Company (the "Title Company") in an amount not less than the Purchase Price, bearing date later than the Effective Date of this Agreement and guaranteeing the title in the condition required for the performance of this Agreement and insuring Purchaser and, subject to the terms and conditions of this Agreement. The Purchaser agrees to provide any survey in a form that is sufficient to allow the Title Company to issue the Commitment and the Title Policy. If objection to title is made by Purchaser that the title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either to: (1) utilize its best efforts and remedy the title defect(s) set forth in such written notice; or (2) obtain an endorsement to the Title Commitment, or a new title commitment, insuring over said defect(s). If Seller remedies such defect(s) within the time period specified above as evidenced by written notification (with supporting documentation) or such revised commitment or endorsement to the commitment, the Purchaser agrees to complete the sale in accordance with Paragraph 10 below. If the

Possible Approval of Purchase Agreement with the Waterford School District for Leggett School Property

Seller is unable or unwilling to remedy the title or obtain title insurance as provided above within the time specified, Purchaser may elect either to: (a) proceed with the sale accepting such title as Seller is able to convey and complete the sale in accordance with Paragraph 10 below; or (b) notify the Seller in writing that Purchaser desires to terminate this Agreement. The title commitment shall be marked up through date of recording or equivalent thereof and delivered to Purchaser at Closing. At Closing, Purchaser shall pay the cost for the issuance of the owner's policy of title insurance in the name of the Purchaser.

5. **Inspection.** This Agreement, the Closing and all of Purchaser's obligations hereunder are contingent upon all of the following:
 - A. Purchaser's satisfaction with the Property following Purchaser's testing, analysis, inspection and evaluation of the Property ("Purchaser's Evaluations"). Purchaser shall have sixty (60) days after the Effective Date of this Agreement (the "Inspection Period") in which to conduct such investigations, evaluations and testing of the Property (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Property is satisfactory and suitable for Purchaser's intended use and enjoyment. At any time prior to the expiration of the Inspection Period, Purchaser may waive the remaining portion of the Inspection Period and proceed to Closing as provided for herein. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Property; (ii) an environmental analysis and investigation of the Property; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Property; (iv) a verification that there are no existing special assessments affecting the Property; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable zoning, building and use restrictions, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Property; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Property to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Property at all times for the purposes of performing Purchaser's Evaluations. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense.
 - B. In the event that Purchaser is dissatisfied, for any reason, with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Agreement without penalty or liability.
 - C. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD EXPIRES, PURCHASER HAS ACCEPTED THE PROPERTY AND PURCHASER TAKES THE PROPERTY "AS IS" AND UPON CLOSING PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE AGAINST SELLER RELATING TO THE PROPERTY AND ARISING UNDER ANY ENVIRONMENTAL LAWS.
6. **Taxes, Special Assessments and Utilities.** All special assessments which have been assessed upon the Property as of the date of Closing shall be paid in full by the Seller at Closing. All real property taxes on the Property shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Property is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1, respectively. After Closing, the Purchaser shall only be responsible for any subsequent taxes on the Property, if any. All water bills and utility bills that may affect the Property shall be paid by Seller as of the date of

Possible Approval of Purchase Agreement with the Waterford School District for Leggett School Property

Closing. To the extent that actual amounts are not known as of Closing, estimated amounts based on the more recent billing period prior to Closing shall be paid by the Seller. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction. The Purchaser shall be responsible for all applicable closing costs and recording fees, including, but not limited to, the fees required for recording the Warranty Deed. Seller shall terminate all contracts for maintenance or other services, if any, unless Purchaser agrees in writing to assume, provided that all amounts due thereunder at closing shall be paid by Seller.

7. **Environmental Issues.** Seller represents and warrants that, to the best of its present knowledge, without any independent investigation:

- A. The Property is free of Hazardous Materials to the extent that any such presence of Hazardous Materials would have a material adverse effect on the Property, provided that Purchaser understands and acknowledges that Seller has not conducted Phase I or Phase II investigations of the Property. "Hazardous Materials" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. "Environmental Laws" shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (47 USC §§ 1801 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 *et seq.*) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 *et seq.*) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 *et seq.* ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended; and
- B. Seller has not used the Property for the purpose of using, generating, manufacturing, transporting, treating, storing, processing, disposing, discharging, emitting or releasing Hazardous Materials, except for Hazardous Materials in material compliance with Environmental Laws.

The representations and warranties set forth above shall be true as of the date of Closing and shall be a condition precedent as to Purchaser' obligation to close on the purchase of the Property.

8. **Seller's Representations.** Seller represents and warrants that to the best of its present knowledge without any independent inquiry or investigation that: (a) there are no judicial or administrative proceedings pending or threatened against the Property and Seller is not aware of any facts which might result in any action, suit or other proceedings; and (b) Seller has not received any notice of any existing violations of any laws, zoning ordinances, regulations, orders or requirement, of departments of housing, building, fire, labor, health, or other municipal departments or other governmental authorities having jurisdiction against or affecting the Property (including, without limitations the Americans with Disabilities Act and any analogous state laws), nor has Seller received any notice of any existing or threatened condemnation or other legal action of any kind involving the Property.

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9. **Closing.** Subject to Paragraph 23, if title can be conveyed in the condition required within this Agreement, Purchaser and Seller agree to complete the sale and close on or before December 31, 2024 ("Closing"). The Closing of this sale shall take place at a location mutually agreed to by the parties. Seller shall sign and deliver a warranty deed in the form and substance set forth in **Exhibit B** and deliver exclusive possession of the Property to Purchaser at Closing free and clear of any tenancy or right of occupancy. At Closing, Seller and Purchaser shall each deliver to the other such other documents or instruments as shall reasonably be required by such parties' counsel and/or the Title Company to consummate the transaction contemplated herein and/or to issue the policy of title insurance which, in the other parties' counsel's opinion, does not increase such parties' liability or decrease such parties' rights, including documents evidencing the power and authority of Seller and Purchaser to consummate the sale and purchase of the Property in accordance with this Agreement. Seller agrees to deliver a bill of sale, or other appropriate documents, relative to any personal property transferred under the Purchase Price to Purchaser.
10. **Default by Seller.** If title to the Property is not marketable or any title defect is not cured in accordance with the terms and conditions of this Agreement or in the event of default by the Seller of the terms and conditions of this Agreement, the Purchaser may, at its option, elect to enforce the terms hereof, or terminate this Agreement upon written notice to the Seller.
11. **Default by Purchaser.** In the event of default by the Purchaser hereunder, Seller may, at its option, elect to enforce the terms hereof, or terminate this Agreement upon written notice to the Purchaser.
12. **Commission.** Each party represents to the other that no real estate salesperson, broker, or other third party was involved in this transaction to whom either party could incur liability for a commission or other compensation. To the extent permitted by law, each party agrees to hold the other party harmless against any breach of this representation.
13. **Risk of Loss.** Except as provided herein, Seller shall bear the risk of loss or damage to the Property until the date of Closing.
14. **Costs of Closing.** On delivery of the warranty deed to the Property, Seller will pay for the revenue stamps on the deed, and all transfer taxes, if applicable. The Purchaser shall pay the cost of the owner's policy of title insurance and survey, if any. Purchaser shall pay for the recording of the deed. The Purchaser shall be responsible for any fee(s) charged by the Title Company for closing this transaction.
15. **Binding Nature and Final Agreement.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives and assigns. This Agreement sets forth the entire agreement between the parties and may not be amended, modified, altered, or changed except in writing signed by both parties.
16. **Construction.** This Agreement shall be governed by and construed according to the laws of the state of Michigan. Jurisdiction and venue for any disputes under this Agreement shall lie in Oakland County, Michigan.
17. **Notices.** All notices required or permitted by this Agreement shall be in writing and, except as may otherwise be provided, shall be deemed served on the earlier of: (i) one the date received if sent via nationally recognized overnight courier, postage prepaid, addressed to the other party at the other party's address set forth on the first page hereof; (ii) the date of hand delivery to the other party; or (iii) one business day after sending such notice via electronic mail. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.
18. **Time of the Essence.** Time is of the essence in the performance of this Agreement.
19. **Effective Date.** This Agreement shall become effective when signed by the last of all of the parties as shown below. Until accepted and executed by the Purchaser, this document shall constitute Purchaser's offer to purchase the Property. The parties agree

Possible Approval of Purchase Agreement with the Waterford School District for Leggett School Property

- that this Agreement may be signed in counterparts, together which shall constitute one document, and facsimile/PDF signatures shall be deemed originals for all purposes.
20. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
21. **Legal Counsel.** This is a legal and binding document, and each party to this transaction should retain their own attorney to represent them in connection with this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial advisor.
22. **Right of First Refusal and Option to Purchase.** At Closing, Purchaser shall grant and deliver to Seller both an option to purchase and a right of first refusal for a period of ten (10) years in the form and substance set forth on the attached **Exhibit C**, which shall provide that, in the event Purchaser either (i) ceases to use the Property as a senior center, or (ii) enters into a written agreement or option to sell or transfer ownership or possession of the Property to a third party, then Seller shall have the right and option to re-acquire the Property from Purchaser as described **Exhibit C**. The Agreement Granting Option and Right of First Refusal shall be recorded with the Oakland County Register of Deeds.
23. **Possession.** Seller shall be able to retain possession/occupancy of the Property until December 31, 2024, in order to continue to operate the senior center and remove its personal property from the Property. Purchaser agrees it will occupy the Property and operate the senior center beginning January 1, 2025, at the level and in the manner it deems appropriate in its sole discretion and may hire third parties to provide services.

Signatures on Following Page***Execution Page for Real Estate Purchase Agreement***

PURCHASER:
CHARTER TOWNSHIP OF WATERFORD

By: _____

Its: _____

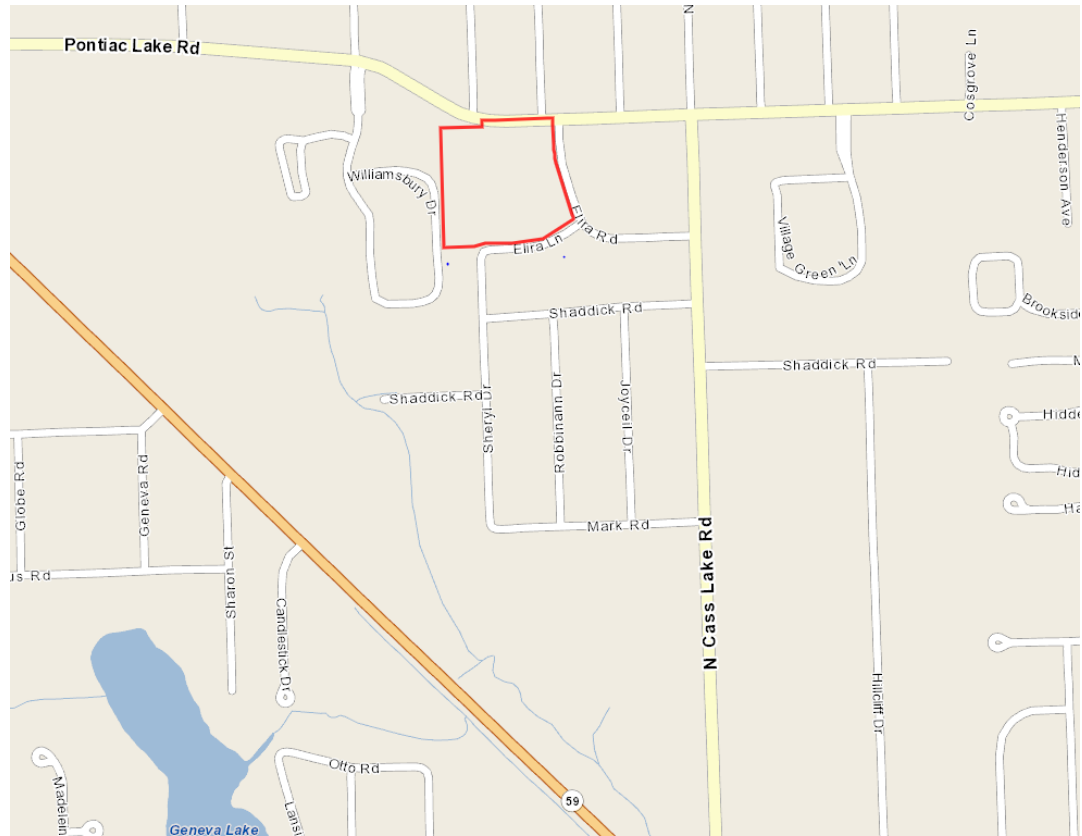
Date: _____

SELLER:
WATERFORD SCHOOL DISTRICT

By: _____

Its: Superintendent

Date: _____

Possible Approval of Purchase Agreement with the Waterford School District for Leggett School Property**EXHIBIT A-2****Legal Description of Property**

T3N, R9E, SEC 23 PART OF E 1/2 OF SW 1/4 BEG AT PT IN E & W 1/4 LINE DIST N 89-45-14 W 733 FT FROM CEN OF SEC, TH S 00-10-00 W 140.40 FT, TH ALG CURVE TO LEFT, RAD 377.07 FT, CHORD BEARS S 07-20-00 E 98.44 FT, DIST 98.71 FT, TH S 14-50-00 E 287.10 FT, TH ALG CURVE TO LEFT, RAD 210 FT, CHORD BEARS S 18-13-36 E 24.86 FT, DIST 24.87 FT, TH S 60-10-00 W 189.68 FT, TH S 84-38-37 W 164.65 FT, TH N 89-50-00 W 144.86 FT, TH S 79-05-58 W 61.13 FT, TH N 89-50-00 W 157.88 FT, TH N 00-11-21 E 629.16 FT, TH S 89-45-14 E 220.50 FT, TH N 00-11-21 E 33 FT, TH S 89-45-14 E 372.12 FT TO BEG

EXHIBIT B**WARRANTY DEED**

This Indenture made the ____ day of _____ 202__ between WATERFORD SCHOOL DISTRICT, a Michigan general powers school district (hereinafter collectively called the "Grantor"), whose address is 501 N. Cass Lake Road, Waterford, Michigan 48328, and the CHARTER TOWNSHIP OF WATERFOD, a Michigan municipal (hereinafter called the "Grantee"), having an address of 5200 Civic Center Drive, Waterford, Michigan 48329. The Grantors hereby convey and warrant to the Grantee the following described premises situated in the Waterford Township, Oakland County, Michigan, and legally described as:

Possible Approval of Purchase Agreement with the Waterford School District for Leggett School Property

[INSERT LEGAL DESCRIPTION] (the "Property"),

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of One and 00/100 Dollars (\$1.00) paid to the Grantors.

Subject to:

1. Easements of record and building and use restrictions of record, if any;
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
3. Restrictions imposed by zoning ordinances.

Grantors grant to Grantee the right to make all permissible divisions under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantors have hereunto set his hand the day and year first above written.

GRANTOR:

WATERFORD SCHOOL DISTRICT

By:

Printed:

Its:

STATE OF MICHIGAN)
)SS
 COUNTY OF _____)

On the ____ day of _____ 202__, before me, the undersigned notary public in and for said County, personally appeared _____, to me known to be the _____ of Waterford School District and same person who executed the within instrument and who acknowledge the same to be the free act and deed of Waterford School District.

_____, Notary Public
 County, Michigan
 Acting in _____ County, Michigan
 My commission expires:

This Instrument Drafted By:

Jeremy S. Motz, Esq.
 CLARK HILL PLC
 220 Park Street, Suite 200
 Birmingham, MI 48009

When Recorded Return to:

Grantee

Possible Approval of Purchase Agreement with the Waterford School District for Leggett School Property

Recording Fee: \$_____

Transfer Tax: ***Exempt pursuant to MCLA 207.505(h)(i) and 207.526(h)(i)***

Parcel Identification No: 13-23-326-002

EXHIBIT C

AGREEMENT GRANTING OPTION AND RIGHT OF FIRST REFUSAL

This Agreement Granting Option and Right of First Refusal ("Agreement") is dated _____, 2024, and is entered into by and between **CHARTER TOWNSHIP OF WATERFORD**, a Michigan municipal corporation ("Township"), having an address of 5200 Civic Center Drive, Waterford, Michigan 48329, and **WATERFORD SCHOOL DISTRICT**, a Michigan general powers school district, ("WSD"), having an address of 501 N. Cass Lake Road, Waterford, Michigan 48328, for the purpose of granting to WSD a right of first refusal, on and subject to the terms and conditions of this Agreement, for the following real property situated in Waterford Township, County of Oakland, State of Michigan, described as follows:

A 9.12 +/- acre parcel located at 3621 Pontiac Lake Road,
Waterford, Michigan 48328, Tax Parcel I.D. Number 13-23-326-002
(the "Property")

together with all improvements, fixtures, and appurtenances, if any, now or hereafter on the Property, subject to existing building and use restrictions and easements, if any, and zoning ordinances upon the following terms and conditions:

1. **Option.** If at any time until termination under Paragraph 5 below, the Township ceases to actively use the Property as a senior center, WSD shall option to purchase the Property from the Township upon written notice to the Township of WSD's intent to exercise its rights under this Agreement. The Township and WSD agree the purchase price for the Property under this Option shall be the documented amortized amount of capital infrastructure improvements made by Township to the Property since the date it took ownership of Property. The parties agree that capital infrastructure improvements are limited to: (i) a building improvement such as a roof replacement or major mechanic upgrades (i.e., HVAC, mechanical, electrical or plumbing) which individual improvement costs over \$50,000, but do not include regular maintenance, cosmetic (carpeting/painting) or routine repairs or work associated with ownership and upkeep of the Property; and (ii) a property improvement outside of the building such as parking lot replacement, sidewalk replacement, drainage or grading if such individual improvement costs over \$10,000, but do not include regular maintenance, cosmetic (parking lot re-striping) or routine repairs or work associated with ownership and upkeep of the Property. The parties also agree that any such capital infrastructure improvements will be amortized on a straight-line basis over their useful life of not to exceed 40 years for building improvements and not to exceed 20 years for property improvements outside of the building.

2. **Right of First Refusal.** If at any time until termination under Paragraph 5 below, Township shall receive a bona fide written offer from any person, persons, organization or organizations to purchase, transfer or convey (including the right to occupy or possess) the Property, Township shall send WSD a copy of the proposed contract and notify WSD of its intention to accept the offer. WSD shall have the right within sixty (60) days of its receipt of the copy of the proposed contract from the Township to notify the Township of WSD's intent to exercise its rights under this Agreement and purchase the Property from the Township. The Township and WSD agree the purchase price for the Property shall be the documented amortized amount of capital infrastructure improvements made by Township to the Property since the date it took ownership of Property. The parties agree that capital infrastructure improvements are limited to: (i) a building improvement such as a roof replacement or major mechanic upgrades (i.e., HVAC, mechanical, electrical or plumbing)

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which individual improvement costs over \$50,000, but do not include regular maintenance, cosmetic (carpeting/painting) or routine repairs or work associated with ownership and upkeep of the Property; and (ii) a property improvement outside of the building such as parking lot replacement, sidewalk replacement, drainage or grading if such individual improvement costs over \$10,000, but do not include regular maintenance, cosmetic (parking lot re-striping) or routine repairs or work associated with ownership and upkeep of the Property. The parties also agree that any such capital infrastructure improvements will be amortized on a straight-line basis over their useful life of not to exceed 40 years for building improvements and not to exceed 20 years for property improvements outside of the building. If WSD does not notify the Township of its election to purchase the Property within sixty (60) days of its receipt of the copy of the proposed contract from the Township, Township may then sell or transfer the Property to the offeror.

3. **Consideration.** In consideration for providing the above-mentioned Right of First Refusal, WSD has paid Township the sum of One and 00/100 (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged.

4. **Warranty.** Township warrants that it is the owner of the Property and has the right to grant this right of first refusal.

5. **Default.** If Township enters into a sale, transfer, or conveyance of the Property, which conflicts with this right of first refusal, WSD may, at its option, have a court of competent jurisdiction declare this Agreement breached and order that the assignment, sale, transfer, conveyance, or lease is void. This provision shall not be construed to prevent specific performance of this right of first refusal or of any of its terms by either party.

This right of first refusal shall not restrict Township's right to mortgage or grant easements. Nor shall this right of first refusal restrict or prohibit transfers by operation of law or transfers between Township and WSD.

6. **Termination.** This Agreement and the right of first refusal granted hereinabove shall terminate upon whichever of the following first occurs: (a) the consummation of the sale, transfer or conveyance to a third party of the Property after full compliance with the terms of this right of first refusal; or ten (10) years from the date of the signing of this Agreement. After the termination as provided above, WSD shall, at Township's request, execute and acknowledge the termination, discharge and release of WSD's right of first refusal under this Agreement and Township's obligations under this Agreement.

7. **Notices.** All notices given or made in connection herewith shall be in writing and shall be deemed effective if mailed, by certified mail, return receipt requested or delivered by personal delivery or nationally recognized overnight courier service or via e-mail, effective upon posting to the United States Postal Service or such personal delivery service or such nationally recognized overnight courier service or one (1) business day after being sent via e-mail if hard copies are also forwarded via personal delivery or nationally recognized overnight courier service, to the respective parties for whom the same is intended. Notices to the Seller shall be directed to the attention of the Superintendent of Waterford School District and notices to the Purchaser shall be directed to the attention of the Supervisor of Waterford Township.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and can be modified only by a written instrument signed by the parties hereto.

9. **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and shall be binding on the parties, their heirs, legal representatives, successors and assigns.

10. **Effective Date.** This Agreement shall become effective as of the date upon which the last of the parties listed below shall have signed this Agreement.

11. **Recording.** The WSD may record this Agreement in the Oakland County Register of Deeds.

Possible Approval of Purchase Agreement with the Waterford School District for Leggett School Property**CHARTER TOWNSHIP OF WATERFORD**

By: _____
Gary Wall, Its Supervisor

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On the ____ day of _____, 2024, before me, the undersigned notary public in and for said County, personally appeared Gary Wall, the Supervisor of Waterford Township, to me known to be the same person who executed the within instrument on behalf of Waterford Township, and who acknowledges the same to be the free act and deed of Waterford Township.

_____, Notary Public
Acting in Oakland County, Michigan
My commission expires:

WATERFORD SCHOOL DISTRICT

By: _____
Printed Name: _____
Its: Superintendent

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On the ____ day of _____, 2024, before me, the undersigned notary public in and for said County, personally appeared _____, the Superintendent of Waterford School District, to me known to be the same person who executed the within instrument on behalf of Waterford School District, and who acknowledges the same to be the free act and deed of Waterford School District.

_____, Notary Public
Acting in Oakland County, Michigan
My commission expires:

Clerk Markee read the Resolution Approving Real Estate Purchase Agreement With Waterford School District For The Leggett School Property.

Possible Approval of Purchase Agreement with the Waterford School District for Leggett School Property

Moved by Markee,
Seconded by Bartolotta, RESOLVED, to approve the Purchase Agreement with Waterford School District for the Leggett School Property. roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

8.9 ExteNet Small Cell – New Pole

The following memo was received by Kyle Gall, Waterford Township Consulting Engineer for Development Services.

Background:

Parcel I.D.	Right-of-way fronting 13-35-179-040: T3N, R9E, SEC 35 LAMBERT'S SHORE ACRES LOTS 477 TO 482
Property Location	Right-of-way fronting 980 S Cass Lake Rd
Property Zoned	C-2, Small Business
Road Class	Primary
Applicant	ExteNet
Request	Collocation of a small wireless facility on a new utility pole.

Revisions/Additional Details: A review letter has been provided to the Applicant on July 10, 2024 outlining the revisions and additional details required for approval of the Small Cell Application in accordance with the Waterford Township Code of Ordinances.

Recommendation: We recommend that the Board of Trustees make a motion to approve the application for collocation a small cell wireless facility on a new utility pole with the following conditions:

1. All comments will be addressed to the satisfaction of staff prior to final approval.
2. Staff may coordinate and finalize small cell collocation plan details.

Attachments:

1. ExteNet_980 S Cass Lake_New Pole - Small Cell Review 1.pdf
2. ExteNet New Pole Plans 2023-12-12 - Red Lined.pdf

Moved by Bartolotta,
Seconded by Hauswirth, RESOLVED, to approve the ExteNet Small Cell – New Pole at 980 S Cass Lake Rd. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

8.10 ExteNet Small Cell – Existing AT&T Pole

The following memo was received by Kyle Gall, Waterford Township Consulting Engineer for Development Services.

Background:

Parcel I.D.	Right-of-way fronting 13-34-428-001: T3N, R9E, SEC 34 MENIWATERS SUB LOTS 197 & 198, ALSO WLY 10 FT OF LOT 199
Property Location	Right-of-way fronting 4177 Cass Elizabeth Rd
Property Zoned	C-1, Neighborhood Business
Road Class	Primary
Applicant	ExteNet
Request	Collocation of a small wireless facility on an existing utility pole.

Revisions/Additional Details: A review letter has been provided to the Applicant on July 10, 2024 outlining the revisions and additional details required for approval of the Small Cell Application in accordance with the Waterford Township Code of Ordinances.

Recommendation: We recommend that the Board of Trustees make a motion to approve the application for collocation a small cell wireless facility on a new utility pole with the following conditions:

3. All comments will be addressed to the satisfaction of staff prior to final approval.
4. Staff may coordinate and finalize small cell collocation plan details.
- 5.

Attachments:

3. ExteNet_4177 Cass Elizabeth_AT&T Pole - Small Cell Review 1.pdf
4. ExteNet AT&T Pole Plans 2023-7-28 - Red Lined.pdf

Moved by Bartolotta,

Seconded by Hauswirth, RESOLVED, to approve the ExteNet Small Cell – Existing AT&T Pole at 4177 Cass Elizabeth Rd. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

8.11 ExteNet Small Cell – Replacement DTE Pole

The following memo was received by Mr. Kyle Gall, Waterford Township Consulting Engineer for Development Services.

Background:

Parcel I.D.	Right-of-way fronting 13-34-478-037: T3N, R9E, SEC 34 MENIWATERS SUB LOTS 442 & 443
Property Location	Right-of-way fronting 1361 Hendricks Way
Property Zoned	R-1C, Single-Family Residential
Road Class	Secondary
Applicant	ExteNet
Request	Collocation of a small wireless facility on a replacement utility pole.

ExteNet Small Cell – Replacement DTE Pole Continued.

Revisions/Additional Details: A review letter has been provided to the Applicant on July 10, 2024 outlining the revisions and additional details required for approval of the Small Cell Application in accordance with the Waterford Township Code of Ordinances.

Recommendation: We recommend that the Board of Trustees make a motion to approve the application for collocation a small cell wireless facility on a new utility pole with the following conditions:

1. All comments will be addressed to the satisfaction of staff prior to final approval.
2. Staff may coordinate and finalize small cell collocation plan details.

Attachments:

1. ExteNet_1361 Hendricks Way_DTE Pole - Small Cell Review 1.pdf
2. ExteNet DTE Pole Plans 2023-7-28 - Red Lined.pdf

Moved by Bartolotta,

Seconded by Hauswirth, RESOLVED, to approve the ExteNet Small Cell – Replacement DTE Pole at 1361 Hendricks Way. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

8.12 Resolution Regarding Adoption of Master Plan

The following memo was received by Mr. Jeffrey Polkowski, Development Services Director.

For your review, please find the attached drafted 2024 Master Plan. As the Current Master Plan is set to expire, the Township has sought assistance through the Michigan Economic Development Corporation to enter into a contract from Houseal Lavigne to produce a Master Plan with a new community vision, as well as identify goals and objectives with an emphasis on an economic development strategy.

The drafted updated Master Plan provides a roadmap for the next 20 years, serving as a policy guide for growth and development. With limited opportunities for infill, the Township needs to clearly define where continued housing and economic growth should be located and where to direct future investment. The process of drafting a plan has been accomplished through the cooperation and dedicated effort of residents, Township staff, public officials, partner agencies, developers, property owners, and the local business community. This Drafted Master Plan has already been recommended for approval by both Oakland County and the Road Commission for Oakland County prior to appearing before the Planning Commission and the Board of Trustees

The drafting of this Master Plan began with community engagement and followed through with multiple public meetings and Planning Commission public working sessions. Following the completion of a draft, feedback on this Plan was sought from the community and incorporated into the final draft enclosed with this memorandum.

With thoughtful implementation and unwavering commitment, this Master Plan will lay the groundwork for a bright future for Waterford Township, ensuring its continued prosperity and vibrancy over the coming decades. This Master Plan charts a course toward a sustainable,

Resolution Regarding Adoption of Master Plan Continued.

equitable, and resilient Waterford Township – a community that embraces innovation while honoring its unique character.

Planning Commission

At the May 29, 2024 regular meeting of the Planning Commission, the Planning Commission held a public hearing and approved the adoption of the Master Plan on the findings and conclusions under the assessment of the information and statements presented in this case by the Township Staff, and members of the public as provided in the Michigan Planning Enabling Act, MCL 125.3801.

Resolution

Should the Board want to confirm the Master Plan as adopted by the Planning Commission as the Master Plan for Waterford Township the appropriate motion would be to introduce the attached resolution and have the Secretary of the Planning Commission proceed with submitting copies of the adopted Master Plan to the required entities in accordance with the Michigan Planning Enabling Act, MCL 125.3801.

Please let me know if you have any questions prior to Monday night's meeting.

**CHARTER TOWNSHIP OF WATERFORD
OAKLAND COUNTY, MICHIGAN**

RESOLUTION REGARDING ADOPTION OF MASTER PLAN

WHEREAS, after preparing a proposed Master Plan pursuant to Public Act 33 of 2008, the Michigan Planning Enabling Act, MCL 125.3801 et.seq., ("MPEA") the Planning Commission provided it to the Board of Trustees for review and comment and the approval of the distribution of the proposed Master Plan to the required entities.

WHEREAS the Planning Commission held a public hearing upon the expiration of the deadline for comment by the required entities to review the proposed Master Plan, pursuant to the MPEA

WHEREAS the Planning Commission approved the adoption of the Master Plan on the findings and conclusions under the assessment of the information and statements presented in this case by the Township Staff, and members of the public as provided in the MPEA.

WHEREAS the Secretary of the Planning Commission has now submitted a copy of the Master Plan to the Township Board for their confirmation of its adoption as the Master Plan for Waterford Township.

IT IS THEREFORE RESOLVED that the Township Board of Trustees hereby confirms the Master Plan as adopted by the Planning Commission as the Master Plan for Waterford Township.

BE IT FURTHER RESOLVED that a statement recording this confirmation shall be signed by the Township Clerk and shall be included on the inside of the front or back cover of the Master Plan and future land use map.

BE IT FURTHER RESOLVED that the Secretary of the Planning Commission shall proceed with submitting copies of the adopted Master Plan to the required entities in accordance with the MPEA.

BE IT FURTHER RESOLVED that this Resolution is given immediate effect.

Resolution Regarding Adoption of Master Plan Continued.**CERTIFICATION**

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on July 22, 2024.

Charter Township of Waterford

Date

Kimberly F. Markee, Township Clerk

Mr. Jeffrey Polkowski, Director of Development Services made a presentation of the Master Plan as recommended by the Planning Commission.

Trustee Bartolotta thanked Mr. Polkowski for the hard work he's provided.

Clerk Markee thanked him for adding the few items.

Mr. Polkowski stated that he would like to have a focus group with Mr. Wagner's neighborhood, go to the Planning Commission for an amendment after the Master Plan is adopted.

Clerk Markee read the Resolution Regarding Adoption of Master Plan.

Moved by Markee,
Seconded by Matsura, RESOLVED, to adopt the Resolution Regarding Adoption of Master Plan. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

8.13 Public Comments limited to Three (3) Minutes per Speaker

Robin McGregor, 2629 Caterham Dr.

Ms. McGregor discussed the Waterford Senior Center, thanked Breen's Landscaping and Great Lakes Trailers for assisting picking up the yard waste.

Julie Schaffer, Library Director

Ms. Schaffer thanked the Board of Trustees for their support in restoring the library hours. The hours will change on Thursdays, and they will be closing at 5:00 p.m. vs 9:00 p.m., allowing for one shift of staff vs. two shifts. They will continue to examine their open hours and may have further adjustments. Trust assured that the commitment to Fridays is cemented.

We look forward to seeing Waterford Township residents and other community members take advantage of all of the Library's services, including the Early Voting that starts this Saturday at the Waterford Township Public Library.

Mr. Vaughn Wagner,

Mr. Wagner thanked Mr. Polkowski for the work on the Master Plan. He spoke in favor of the Waterford Police Department and Parks and Recreation Millage Renewal and Restoration. He also looks forward to seeing the board return.

Donna Wall, 3450 Alco Drive

Ms. Wall addressed the issue with Priority Waste and asked for a little grace, please don't be rude to the employee that answers the phone as they are not responsible for the decisions. She stated that the \$1.00 purchase price for the Leggett Property is separate from Senior Services.

9. Closed Session

9.1 Possible Closed Session to Discuss an Attorney-Client Privileged Communication Pursuant to MCL 15.268(H) of the Open Meetings Act.

Moved by Bartolotta,

Seconded by Markee, RESOLVED, to enter into closed session to discuss an Attorney-Client Privileged Communication Pursuant to MCL 15.268(H) of the Open Meetings Act. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

The Board entered into closed session at 7:36 p.m.

The Board returned from closed session at 8:27 p.m.

10. Adjournment

Moved by Markee,
Seconded by Bartolotta, RESOLVED, to adjourn the meeting at 8:27 p.m. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

Kim Markee, Clerk

Gary Wall, Supervisor

07/17/2024 12:10 | WATERFORD TOWNSHIP
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FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

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314234	07/22/2024	PRINTED	011297 ALLAY COUNSELING PLLC	120.00			
314235	07/22/2024	PRINTED	011484 ARAMARK REFRESHMENT SERVI	97.98			
314236	07/22/2024	PRINTED	011526 MARINER INSTITUTIONAL LLC	10,000.00			
314237	07/22/2024	PRINTED	011700 AQUA-WEED CONTROL INC	27,078.75			
314238	07/22/2024	PRINTED	011730 ARROW PRINTING	741.75			
314239	07/22/2024	PRINTED	013452 ALEXANDER CHEMICAL CORP	13,374.83			
314240	07/22/2024	PRINTED	013537 SCHMIDT, ISGRIGG, ANDERSO	815.76			
314241	07/22/2024	PRINTED	013666 APOLLO FIRE APPARATUS SAL	2,193.46			
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314243	07/22/2024	PRINTED	013764 SANDRA ASPINALL	450.00			
314244	07/22/2024	PRINTED	014472 ALPHA DIRECTIONAL BORING	1,100.00			
314245	07/22/2024	PRINTED	021079 BAKER & TAYLOR BOOKS	1,363.13			
314246	07/22/2024	PRINTED	021380 BILLS PLBG & SEWER SERV I	598.77			
314247	07/22/2024	PRINTED	023231 BEDROCK EXPRESS LTD	4,393.70			
314248	07/22/2024	PRINTED	023460 BLACKSTONE PUBLISHING	74.99			
314249	07/22/2024	PRINTED	023835 BUGS BEE GONE LLC	800.00			
314250	07/22/2024	PRINTED	041192 CDW GOVERNMENT INC	53.78			
314251	07/22/2024	PRINTED	041218 C GREEN'S TREE SERVICE	5,000.00			
314252	07/22/2024	PRINTED	041495 CMP DISTRIBUTORS INC	1,475.00			
314253	07/22/2024	PRINTED	043375 CITY GLASS COMPANY INC.	300.00			
314254	07/22/2024	PRINTED	043376 CINTAS CORP	1,473.38			
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314256	07/22/2024	PRINTED	051445 DLZ MICHIGAN, INC	523.35			
314257	07/22/2024	PRINTED	053406 DIXON ENGINEERING INC	5,875.00			
314258	07/22/2024	PRINTED	053562 JACK DOHENY COMPANIES INC	350.00			
314259	07/22/2024	PRINTED	053580 DOORS OF PONTIAC	758.00			
314260	07/22/2024	PRINTED	053712 STACY DROUILLARD	1,020.00			
314261	07/22/2024	PRINTED	053867 DUBOIS CHEMICALS INC	385.00			
314262	07/22/2024	PRINTED	063021 EASTERN OIL CO	1,127.74			
314263	07/22/2024	PRINTED	063476 ELECTROCOMM-MICHIGAN, INC	130.00			
314264	07/22/2024	PRINTED	064008 ELECTRONIC MONITORING SYS	1,290.25			
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314266	07/22/2024	PRINTED	083580 FORSTER BROTHERS	90.00			
314267	07/22/2024	PRINTED	083744 ART FRASCA	360.00			
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314270	07/22/2024	PRINTED	093702 JUDITH GRACEY	2,625.00			
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314272	07/22/2024	PRINTED	093769 GREAT LAKES RECREATION CO	18,998.00			
314273	07/22/2024	PRINTED	093791 GRAPHIC WIZARD LLC, THE	825.00			
314274	07/22/2024	PRINTED	093823 GREEN MEADOWS LAWNSCAPE,	28,714.62			
314275	07/22/2024	PRINTED	101835 HUBBELL ROTH & CLARK INC	21,921.21			
314276	07/22/2024	PRINTED	103059 HARTWELL CEMENT CO	48,225.00			
314277	07/22/2024	PRINTED	103641 HOME CONFINEMENT	1,982.50			
314278	07/22/2024	PRINTED	113485 IMLAY CITY FISH FARM INC	200.00			
314279	07/22/2024	PRINTED	113489 IMPERIAL DADE	128.20			
314280	07/22/2024	PRINTED	113542 INGRAM LIBRARY SERVICES	156.83			
314281	07/22/2024	PRINTED	113587 INDUSTRIAL CHEM LABS AND	103.11			
314282	07/22/2024	PRINTED	113604 INDUCTIVE AUTOMATION, LLC	4,024.00			
314283	07/22/2024	PRINTED	123216 JET SEALCOATING	300.00			

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FOR CASH ACCOUNT: 70000 01000

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314287	07/22/2024	PRINTED	153367 LIBRARY NETWORK, THE	15,307.06			
314288	07/22/2024	PRINTED	161140 MCNABS HARDWARE	161.36			
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314291	07/22/2024	PRINTED	163508 FERGUSON WATERWORKS #3386	2,035.08			
314292	07/22/2024	PRINTED	164080 PIONEER MANUFACTURING COM	4,070.09			
314293	07/22/2024	PRINTED	174165 MICHIGAN DISTRICT JUDGES	375.00			
314294	07/22/2024	PRINTED	174721 STATE OF MICHIGAN	210.00			
314295	07/22/2024	PRINTED	174870 STATE OF MICHIGAN	34,123.91			
314296	07/22/2024	PRINTED	183021 NATIONAL TRAILS	1,239.00			
314297	07/22/2024	PRINTED	183611 NOVA TESTING, LLC	1,176.00			
314298	07/22/2024	PRINTED	183952 NYE UNIFORM COMPANY	27,171.52			
314299	07/22/2024	PRINTED	191884 OVERHEAD DOOR WEST COMMER	480.00			
314300	07/22/2024	PRINTED	193074 21C ADVERTISING	311.84			
314301	07/22/2024	PRINTED	193280 OFFICE PRIDE COMMERCIAL C	3,983.60			
314302	07/22/2024	PRINTED	193456 DOUGLAS K OLIVER	450.00			
314303	07/22/2024	PRINTED	193544 ONSITE SUBSTANCE ABUSE TE	112.00			
314304	07/22/2024	PRINTED	204040 OAKLAND COUNTY TREASURER	28,946.09			
314305	07/22/2024	PRINTED	204040 OAKLAND COUNTY TREASURER	1,976.00			
314306	07/22/2024	PRINTED	204040 OAKLAND COUNTY TREASURER	14,752.00			
314307	07/22/2024	PRINTED	204040 OAKLAND COUNTY TREASURER	552.00			
314308	07/22/2024	PRINTED	204040 OAKLAND COUNTY TREASURER	2,044.90			
314309	07/22/2024	PRINTED	204533 OAKLAND COUNTY MEDICAL CO	75.00			
314310	07/22/2024	PRINTED	204665 OAKLAND COUNTY TREASURER	803,213.52			
314311	07/22/2024	PRINTED	204860 ROAD COMMISSION FOR	7,273.30			
314312	07/22/2024	PRINTED	211016 PLM LAKE & LAND MANAGEMEN	16,114.21			
314313	07/22/2024	PRINTED	211706 STEVE PRINTZ	420.00			
314314	07/22/2024	PRINTED	213052 MOVEMENT BY MARI ANN	204.60			
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314319	07/22/2024	PRINTED	213723 PROGRESSIVE AE	7,875.00			
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314322	07/22/2024	PRINTED	222445 LAKES AREA MONTESSORI	75.00			
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314325	07/22/2024	PRINTED	241008 RKA PETROLEUM COMPANIES,	15,263.79			
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314327	07/22/2024	PRINTED	243017 MATT RAY	420.00			
314328	07/22/2024	PRINTED	243664 ROSE PEST SOLUTIONS	62.00			
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314330	07/22/2024	PRINTED	251834 THOMAS STRAT	360.00			
314331	07/22/2024	PRINTED	253406 LUNGHAMER FORD OF OWOSSO	49,183.00			
314332	07/22/2024	PRINTED	253512 SMART START MICHIGAN	3,525.00			
314333	07/22/2024	PRINTED	253533 SMART BUSINESS SOURCE	3,105.20			
314334	07/22/2024	PRINTED	253687 STEVE SQUIER LLC	4,920.00			
314335	07/22/2024	PRINTED	263255 EUROFINS ENVIRONMENT TEST	324.80			

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314339	07/22/2024	PRINTED	273533 UNIFIRST CORP	145.85			
314340	07/22/2024	PRINTED	273542 UNIQUE MGMT SERVICES INC	104.85			
314341	07/22/2024	PRINTED	274551 UNIVERSAL LIFT PARTS, INC	614.81			
314342	07/22/2024	PRINTED	283215 VENDTEK WHOLESALE EQUIPTM	255.00			
314343	07/22/2024	PRINTED	283247 VESCO OIL CORP	300.00			
314344	07/22/2024	PRINTED	291096 WLA DEVELOPMENT	14,987.08			
314345	07/22/2024	PRINTED	291208 CORY WESTMORELAND	1,450.00			
314346	07/22/2024	PRINTED	293568 WOLVERINE WATER WORKS INC	241.00			
314347	07/22/2024	PRINTED	293605 WORLDWIDE INTERPRETERS IN	1,871.72			
314348	07/22/2024	PRINTED	304930 WATERFORD TOWNSHIP DPW	1,029.86			
314349	07/22/2024	PRINTED	500502 ASSURED TRUCK REPAIR INC	2,232.86			
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Advance Checks Mailed Jul 9 -> Jul 17

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
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314132	07/09/2024	PRINTED	021509 KEN BORYCZ	1,260.00			
314133	07/09/2024	PRINTED	023068 K & Q LAW, PC	1,830.00			
314134	07/09/2024	PRINTED	030758 ALLEN EDWIN HOMES	400.00			
314135	07/09/2024	PRINTED	030768 ANYWHERE LOMBARDO LLC	100.00			
314136	07/09/2024	PRINTED	030769 CODY DAVIS	400.00			
314137	07/09/2024	PRINTED	030770 AGRUSA BUILDING & MODERNI	100.00			
314138	07/09/2024	PRINTED	030771 BSR DECK CONSTRUCTION	100.00			
314139	07/09/2024	PRINTED	032154 ACME SIGNS CO	100.00			
314140	07/09/2024	PRINTED	032271 CLEARVIEW HOMES, LLC	800.00			
314141	07/09/2024	PRINTED	036618 MNC & ANC PROFESSIONAL SE	100.00			
314142	07/09/2024	PRINTED	038175 DAVID PAUL FORCE	100.00			
314143	07/09/2024	PRINTED	043386 CITI ROOFING	8,430.00			
314144	07/09/2024	PRINTED	043626 CONSUMERS ENERGY	4,435.19			
314145	07/09/2024	PRINTED	053253 DTE ENERGY	42,330.56			
314146	07/09/2024	PRINTED	053712 STACY DROUILLARD	150.00			
314147	07/09/2024	PRINTED	093702 JUDITH GRACEY	120.00			
314148	07/09/2024	PRINTED	103018 DERWOOD HAINES JR	750.00			
314149	07/09/2024	PRINTED	111113 IDUMESARO LAW FIRM, PLLC	300.00			
314150	07/09/2024	PRINTED	161014 MI MUNICIPAL RISK MGMNT	21,211.42			
314151	07/09/2024	PRINTED	161029 ELECTIONSOURCE	3,828.00			
314152	07/09/2024	PRINTED	163139 DEBORAH H MCKELVY	360.00			
314153	07/09/2024	PRINTED	174478 STATE OF MICHIGAN	30.00			
314154	07/09/2024	PRINTED	183289 VERIZON CONNECT NWF INC	1,478.05			
314155	07/09/2024	PRINTED	191171 OAKLAND ASTRONOMY CLUB	100.00			
314156	07/09/2024	PRINTED	193074 21C ADVERTISING	1,075.95			
314157	07/09/2024	PRINTED	193713 ORKIN, LLC	398.95			
314158	07/09/2024	PRINTED	213454 NANCY PLASTERER	2,430.00			
314159	07/09/2024	PRINTED	251035 SAMS CLUB DIRECT	117.07			
314160	07/09/2024	PRINTED	251205 SECMAA	35.00			
314161	07/09/2024	PRINTED	253020 ST CLAIR COUNTY ASSESSORS	40.00			
314162	07/09/2024	PRINTED	254845 BRADLEY STOUT	630.00			
314163	07/09/2024	PRINTED	291206 JOSHUA WEST	360.00			
314164	07/09/2024	PRINTED	343204 JUSTIN ESSA ZAYID	360.00			
314165	07/16/2024	PRINTED	023068 K & Q LAW, PC	4,440.00			
314166	07/16/2024	PRINTED	030100 BHM ENTERPRISES LLC	600.00			
314167	07/16/2024	PRINTED	030150 MICHIGAN SOLAR SOLUTIONS	100.00			
314168	07/16/2024	PRINTED	030604 M/I HOMES OF MICHIGAN LLC	400.00			
314169	07/16/2024	PRINTED	030666 CNO POLE BARNs	100.00			
314170	07/16/2024	PRINTED	030767 DAVIS OUTDOOR SERVICES	1,200.00			
314171	07/16/2024	PRINTED	031841 SPECTRUM BUILDERS INC	100.00			
314172	07/16/2024	PRINTED	032154 ACME SIGNS CO	100.00			
314173	07/16/2024	PRINTED	038248 CORRADO CONTRACTING LLC	600.00			
314174	07/16/2024	PRINTED	039771 EVER-DRY OF SOUTHEASTERN	100.00			
314175	07/16/2024	PRINTED	043626 CONSUMERS ENERGY	1,073.41			
314176	07/16/2024	PRINTED	053253 DTE ENERGY	20,930.92			
314177	07/16/2024	PRINTED	053733 DIESEL TECH	910.33			
314178	07/16/2024	PRINTED	073826 JEFF POLKOWSKI	177.55			
314179	07/16/2024	PRINTED	073968 AMANDA RUMPTZ	84.32			
314180	07/16/2024	PRINTED	100039 HIGHLAND TOWNSHIP PUBLIC	11.99			

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FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
314181	07/16/2024	PRINTED	153602 FOUNDERS SERIES OF LOCKTO	1,198.00			
314182	07/16/2024	PRINTED	163139 DEBORAH H MCKELVY	120.00			
314183	07/16/2024	PRINTED	163282 MEDMUTUAL LIFE	5,603.38			
314184	07/16/2024	PRINTED	193074 21C ADVERTISING	3,165.06			
314185	07/16/2024	PRINTED	193456 DOUGLAS K OLIVER	660.00			
314186	07/16/2024	PRINTED	213838 A PURVES EXCAVATING INC	22,650.00			
314187	07/16/2024	PRINTED	254816 RICHARD STRENGER	210.00			
314188	07/16/2024	PRINTED	254845 BRADLEY STOUT	360.00			
314189	07/16/2024	PRINTED	283242 VERIZON WIRELESS	1,605.17			
314190	07/16/2024	PRINTED	283242 VERIZON WIRELESS	1,976.88			
314191	07/16/2024	PRINTED	291319 WILDLIFE SAFARI	500.00			
314192	07/16/2024	PRINTED	293355 WILBUR WHITE JR	2,670.00			
314193	07/17/2024	PRINTED	073012 MICHAEL AHRENS	120.00			
314194	07/17/2024	PRINTED	073016 JOSHUA ADAMS	120.00			
314195	07/17/2024	PRINTED	073018 MIKE ARCHER	120.00			
314196	07/17/2024	PRINTED	073032 PAULINE BANDLOW	120.00			
314197	07/17/2024	PRINTED	073047 DEMMON BELL	120.00			
314198	07/17/2024	PRINTED	073053 BRENDAN BROSNAN	120.00			
314199	07/17/2024	PRINTED	073074 JARED W BLACK	120.00			
314200	07/17/2024	PRINTED	073110 CHESTER BARTLE	120.00			
314201	07/17/2024	PRINTED	073208 WILL DOLEHANTY	120.00			
314202	07/17/2024	PRINTED	073238 KELLIE FORTON	120.00			
314203	07/17/2024	PRINTED	073257 CRAIG FRANCIS	120.00			
314204	07/17/2024	PRINTED	073317 SCOTT GOOD	120.00			
314205	07/17/2024	PRINTED	073339 DAVID HILLS	120.00			
314206	07/17/2024	PRINTED	073362 DANIEL HIMMELSPACH	120.00			
314207	07/17/2024	PRINTED	073386 RICH HAEFNER	120.00			
314208	07/17/2024	PRINTED	073421 KELLY JOHNSON	120.00			
314209	07/17/2024	PRINTED	073427 WALT JANKOWSKI	120.00			
314210	07/17/2024	PRINTED	073456 MICHAEL KAZYAK	120.00			
314211	07/17/2024	PRINTED	073536 STANLEY MATHEWSON	120.00			
314212	07/17/2024	PRINTED	073571 BARBARA MILLER	120.00			
314213	07/17/2024	PRINTED	073592 PAULA MOORE	120.00			
314214	07/17/2024	PRINTED	073718 MATT REID	120.00			
314215	07/17/2024	PRINTED	073737 SCOTT SAWYER	120.00			
314216	07/17/2024	PRINTED	073764 MICHAEL SMERCZAK ZORZA	120.00			
314217	07/17/2024	PRINTED	073817 SCOTT SABO	120.00			
314218	07/17/2024	PRINTED	073818 CRAIG PLESSCHER	120.00			
314219	07/17/2024	PRINTED	073821 CARL SWANSON	120.00			
314220	07/17/2024	PRINTED	073822 JASON RANDOLPH	120.00			
314221	07/17/2024	PRINTED	073825 JACK SUTHERLAND	120.00			
314222	07/17/2024	PRINTED	073919 ROBERT W WHITE	120.00			
314223	07/17/2024	PRINTED	073922 DWAYNE WARNER	120.00			
314224	07/17/2024	PRINTED	073940 KARL WESENBERG	120.00			
314225	07/17/2024	PRINTED	073955 PHILIP SKROBOWSKI	160.00			
314226	07/17/2024	PRINTED	073962 JOHN MACKLIN	120.00			
314227	07/17/2024	PRINTED	073973 AUSTIN MOLL	180.00			
314228	07/17/2024	PRINTED	073974 TIM ROUX	160.00			
314229	07/17/2024	PRINTED	073993 PATRICK CHEEK	120.00			
314230	07/17/2024	PRINTED	041846 CUTTING EDGE LANDSCAPE DE	2,600.00			
314231	07/17/2024	PRINTED	204547 OAKLAND COUNTY CLERK ASSO	160.00			

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FOR CASH ACCOUNT: 70000 01000 FOR: Uncleared

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

			103 CHECKS	CASH ACCOUNT TOTAL	187,459.89	.00	