
BOARD MEMBERS PRESENT:

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

BOARD MEMBERS ABSENT:

Art Frasca, Trustee

OTHERS PRESENT:

Mary Mace
Marilyn Brennen
Janet Matsura
Robert Matsura
Michele Perkio
Julie Marshall
Leonard Garfield
Diane Guse
Steve Klein
Lisa Smith
Barb Miller

Paula Rowland
Patricia Thomas
Shelly Schloss
Donna Wall
Greg Bauer
Kathy Tucker
Terrance Garrett
Mark Monohon
Mat Vivonta
Jonda Sewell
Sharon Thomas

Brenda White
Sandra Adamas
Janet Knight
Kathy Schemers
Maureen Bates
Debbie Boik
Mike Boik
Mary Ginter
Mary Tonneberger

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

Roll call vote was taken. All Board members were present except Trustee Frasca.

1. APPROVE AGENDA

1.1 September 14, 2020

Moved by Birch,

Seconded by Markee; RESOLVED, to approve the September 14, 2020, agenda as printed. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

2. ANNOUNCEMENTS

- 2.1** Unpaid Delinquent GFL bills to be transferred to taxes. Per Waterford Township's Waste Materials and Residential Single Waste Hauler Ordinance, delinquent invoices and late payment penalties will be transferred to Waterford residents' Winter tax bill with an additional 6% administrative charge. Waterford GFL residential customers are encouraged to immediately pay any delinquent charges for the first two billing cycles of our current contract due by July 1st to avoid having the amounts included on your Winter property tax bills and the tax roll. Pay online www.gflusa.com or by phone 844-464-3587. Mailed payments may not reach GFL in time to avoid tax transfer. All billing inquiries should be directed to GFL at the phone number and website above. For more information, please visit www.waterfordmi.gov/trash.

- 2.2 September is National Library Card Sign-up Month. Your library card opens up a world of treasures – information, online services like Brainfuse for students and job seekers, eContent and, of course, books from the library. Waterford and Lake Angelus residents can apply online for a library card – from the safety of your home or office. Everything you need to know about getting a library card can be found at www.waterfordmi.gov/library. Once you complete the online form, your card will be mailed to you within days.
- 2.3 Waterford Township residents impacted by COVID-19 may be eligible for rental payment assistance. This program provides rental payment assistance to Waterford Township residents who have lost their job, been furloughed, or had their hours reduced because of the economic impact of COVID-19. Assistance can be provided one-time or short-term for up to three consecutive months. Assistance will be provided to qualified rental households on a first come, first serve basis until the allocated funds are exhausted or the assistance program is no longer found to be necessary. Visit the Waterford Township www.waterfordmi.gov for more information and to fill out an application if you qualify.
- 2.4 It's Census Week in Waterford Township, Michigan. Have you responded to the 2020 Census yet? It's not too late! Did you know the census provides critical data that lawmakers, business owners, teachers, and many others use to provide services, products, planning, and support for you and our community? Every year, \$675 billion in federal funding goes to hospitals, fire departments, schools, roads, and other resources based on census data. It is estimated that each Census response impacts local funding by up to \$18,000 over the course of 10 years. So join us for Waterford's official Census Week and take 10 minutes today to complete the Census online at www.2020census.gov, or by phone 800-923-8282. Your action today helps shape Waterford's future for the next 10 years. You may also visit Waterford Township's Census information page at www.waterfordmi.gov/census for details, resources, videos and more! And remember our Waterford 2020 Census Slogan – I count, You count, We count, Everyone counts. Get counted, It counts!
- 2.5 Waterford Youth Assistance will begin conducting a shoe drive starting on Thursday, September 10th to raise funds for WYA programs. Waterford Youth Assistance will earn funds based on the total weight of the shoes collected as Funds2Orgs will purchase all of the donated footwear. Dollars earned will help support family education programs, mentoring programs, youth scholarship and recognition programs, low income families with financial needs, and continue youth casework services. Anyone can help by donating gently worn used, or new shoes to any of the following locations: Recovered Chiropractic: 5140 Highland Road, Waterford, Waterford Township Town Hall: 5200 Civic Center Drive, Waterford, and Crave Nutrition: 2891 Pontiac Lake Road, Waterford. The WYA Shoe Collection Drive will run from September 10 through November 9.
- 2.6 The VFW is dedicated to promoting patriotism and investing in our future generation. If you are a democracy-loving high school student interested in a \$30,000 college scholarship or a patriotic middle school student interested in winning \$5,000, these scholarships may be for you. The national first place winner receives a \$30,000 scholarship paid directly to the recipient's American university, college or vocational/technical school. A complete list of other national scholarships range from \$1,000-\$16,000, and the first place winner from each VFW Department (state) wins a minimum scholarship of \$1,000 and an all-expense-paid trip to Washington, D.C. Want to apply? Read the rules and eligibility requirements, and download the 2020-21 entry form application, as all student entries must be submitted to a sponsoring local VFW Post by midnight, Oct. 31. For more information please call the Heart of the Lakes V.F.W. 1008 at 248-674-2826.

3. Awards & Presentations**3.1 Beautification Awards presented by Clerk Markee**

Welcome to our Board Meeting tonight. When I was appointed, I wanted to start making improvements to our Wonderful Waterford Township as soon as possible. So I started a Beautification Award. We have a Wonderful Township, but there are always ways to improve, so let's improve our exteriors one building at a time. I requested nominations, and some came in, and then I drove around our township and also asked my office colleagues for their input. It was difficult to choose only 10, (which was a good thing). After they were selected, I went around the Township and put a "Winner" sign in their yard. How many of you have seen these signs around our Township? So why did we select these winners? Because they did not have: peeling paint, shutters missing or damaged siding and trim, and their exteriors were immaculate with a beautiful yard. Pride of ownership was well displayed.

These residents and businesses make our Township a more desirable place to live and work. I want to thank all of you for making your exteriors beautiful! Thank you for participating and Congratulations on being a 2020 Beautification Winner!

I'm going to call off your name now, and when I do, please come up and get your award and mum.

The following 2020 Beatification Award Recipients were in attendance:

Mike and Debra Boik

Leonard Garfield and Diane Guse

Brenda White

Robin Dense with Woodcreek

Kathleen Tucker

4. Consent Agenda

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

4.1 August 24, 2020, Meeting Minutes

4.2 September 14, 2020, Bill Payment

4.3 Receive the Clerk's Office July 2020 Report

Moved by Joliat,

Seconded by Markee; RESOLVED, to approve Consent Agenda items 4.1 and 4.3. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

5. Board Liaison Reports (Verbal)

Trustee Bartolotta

The Van Norman Lake Harvest will take place September 19-22, 2020. He also reviewed cases from the August 25, 2020, Planning Commission Meeting.

Trustee Joliat,

The Watkins Lake Board approved a 2 year rolling budget.

Supervisor Wall

Vernon Sword on August 1, 2020 Celebrated his 100th Birthday. Born in Kentucky on August 1, 1920, he grew up on his family's farm until joining the US Army's 7th Division in WWII IN 1945. After sustaining a serious leg injury, he was honorably discharged. Moved to Pontiac, MI in 1949 where he went to work at Pontiac Motors. He and his family moved to Waterford in 1963 where he still lives today. After 38 years at Pontiac Motors, he retired and continued staying busy repairing lawnmowers. Back in the day, he fixed one of my mowers for me. Over the years, Vernon became known as The Lawnmower Repair Man of Waterford. Shortly after turning 100, he went to get his hair cut at Burleson's Barbershop on Dixie Hwy. Because Art had never cut a 100-year-old head of hair, Vernon's first haircut at 100 was free. Last but not least, shortly after the COVID-19 outbreak, Vernon had a dream. A shot of 85 proof whiskey and a splash of red vinegar as he feels needed and that will keep the COVID-19 away. As of 12:30pm today, I checked in and he is still COVID-19 free. Happy Belated 100th Birthday, Vernon!

6. Open Business**6.1 Rezoning Application #18-11-01, Rezone from PL to R1-B, Single Family Res.; Rezoning Ordinance 2020-Z-007**

The following memo was received from Jeffrey Polkowski, Superintendent of Planning and Zoning.

Current Zoning: PL-Public Lands
Proposed Zoning: R-1B, Single-Family Residential

Master Plan: Single Family

The applicant is seeking to gain approval for a rezoning request from PL, Public Lands to R-1B, Single-Family Residential. While the applicant has submitted a conceptual site plan for review, this is not part of this rezoning review.

Zoning History

1950 – 1975 AG-1, General Agriculture

1975 – 1976 AG-1, General Agriculture and C-2, General Business (Note: at this time, 385 ft. of the southerly (lot 13-33-126-001, from Cooley Lake Rd. inward was zoned C-2, General Business District).

1976 – 1989: R-1A, Single Family Residential along with C-2, General Business (East 385 feet. of 13-33-126-001).

1989 – 2010: The east 495 of both lots, 13-28-378-002 and 13-33-126-001 were zoned C-2, General Business District. The westerly portion of the "subject property", both lots, was zoned R-1A, Single Family Residential District.

Rezoning Application #18-11-01, Rezone from PL to R1-B, Single Family Res.; Rezoning Ordinance 2020-Z-007

2010 – Present: The subject property in its entirety, has been zoned PL, Public Lands District.

Project History

This rezoning application is by Kanti Dhandha, who has owned the subject property since 1990. Mr. Dhandha has also provided a letter outlining additional background information on the property (see attached).

As you will note in the zoning history, a portion of this property was zoned for commercial business starting in 1975 but had been used for a party store/convenience store dating back to the 1960s. The commercial store was demolished in 2001 and the property has remained vacant to the present time.

In 2010, the Township updated the Zoning Ordinance and land use maps for the community. At that time and when considering the subject property's vacant status, its irregular size, access to Cooley Lake Rd. and proximity to the Township's Elizabeth Lake Woods Park, the PL, Public Lands District was assigned as the most suitable zoning classification. After reviewing the applicant's rezoning application with the Waterford Parks and Recreation Department, at this time, the Department is not in a position to pursue purchasing the property for a potential secondary access to the Township's Elizabeth Lake Woods Park under the current Public Lands zoning classification.

The subject property consists of two parcels. Township records show that the northerly most parcel has 65 feet of width and 1345 feet of depth for a total of 2 acres. The southerly parcel has 66 feet of width and 1345 feet of depth for a total of approximately 2 acres. As with the Brookhaven Ct. subdivision to the north and the Waterford Preserves Condominium development to the south, the subject property is impacted by regulated wetlands associated with the adjacent Clinton River to the west. It is estimated that approximately 50% of the total land area of 4 acres is impacted by these associated wetlands.

In 1998, the Waterford Preserves Condominium development was constructed. At that time, the developer of that project contemplated a future phase that involved the applicant's property and the condominium plan showed Ashby Ct. connecting to the property. The acquisition of the subject property never occurred. However, at that time, when considering the subject property's constraints with regard to width, depth and wetlands, it made sense to consider combining it into the Waterford Preserves project for a feasible "future phase."

Please note that upon learning that the applicant, Mr. Dhandha had considered to develop the subject property and applied for this rezoning, the Waterford Preserves Condominium Association had submitted a letter (2018) opposing any proposed road connection to Ashby Ct., a private Road.

The Planning Commission heard this application during the November 29, 2018 special meeting and issued an unfavorable recommendation to the Township Board which was scheduled to hear this case on December 12, 2018. It was discovered that due to an error in the public notices, only a single resident of the Waterford Preserves Condominium was notified which invalidated the public meeting for this request.

Zoning Ordinance: Termination of Public Lands

The termination of the PL, Public Lands zoning designation is identified under Section 3-503.5 as stated below:

Rezoning Application #18-11-01, Rezone from PL to R1-B, Single Family Res.; Rezoning Ordinance 2020-Z-007

3-503.5. Termination of Public Use on a Zoning Lot. Upon sale or other final release of property by a governmental agency, noncommercial educational agency, or religious organization, a zoning lot in the PL district may be returned or altered to a zoning classification which applied to the zoning lot prior to the establishment of the PL district and which conforms to the Master Plan future land use designations of the surrounding zoning lots.

Master Plan Designation

The Master Plan indicates that these parcels are designated as Public and Open Space: Public Lands. The primary land use within the Single Family designation is centered around single family dwelling units, as defined under Public Act 230 of 1972, as amended. This designation provides for a limited range of single family density classifications, from a low density of one dwelling unit per acre, to a high density of 5.5 dwelling units per acre.

Planning Commission Recommendation and Findings

At the regularly scheduled August 25, 2020 Planning Commission meeting a motion was made by Commissioner Sintkowski and Supported by Commissioner Bartolotta to forward a favorable recommendation in Case No. 18-11-01 on to the Township Board, to rezone the subject property of this application from PL, Public Lands to R-1B, Single-Family Residential District based on the following findings and conclusions under the Ordinance approval recommendation guidelines which are based on assessment of the information and statements presented in this case by or for the Township Staff, Applicant, and members of the public. Finding that:

- A. The requested zoning change is consistent with the adopted Master Plan as amended.*
- B. The requested zoning change is consistent with existing uses and zoning classifications of properties within the general area of the subject zoning lot.*
- C. The subject zoning lot is physically suitable to provide all dimensional and site requirements for the range of uses permitted under the proposed zoning classification.*
- D. The trend of development in the general area of the subject zoning lot is consistent with the requested zoning change.*
- E. The Township and other public agencies do possess the capacity to provide all utility and public safety services that would be required for the range of land uses permitted under the proposed zoning classification.*
- F. The requested zoning change and the resulting range of uses permitted under the proposed zoning classification will not result in any significant environmental impacts.*
- G. The proposed zoning amendment will not be detrimental to the public interest.*

The motion was carried unanimously (7-0)

Motions

Based upon the Planning Commission's favorable recommendation at the August 25, 2020 regular meeting for this rezoning case, should the Board want to consider adopting the requested rezoning to R-1B, Single Family Residential, the appropriate motion would be to introduce the attached Ordinance and schedule it for possible adoption at the September 28, 2020 meeting.

Rezoning Application #18-11-01, Rezone from PL to R1-B, Single Family Res.; Rezoning Ordinance 2020-Z-007

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

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

STATE OF MICHIGAN
COUNTY OF OAKLAND
ORDINANCE NO. 2020-Z-007

ZONING ORDINANCE MAP AMENDMENT

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

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

Section 1 of Ordinance

The parcels of property that are assigned tax parcel numbers 13-28-378-002 and 13-33-126-001, with current addresses of 5438 & 5446 Cooley Lake Road are rezoned from **PL, Public Land District to R-1B, Single-Family Residential District**, with the Zoning Map that is adopted by and made part of the Waterford Township Zoning Ordinance in Section 3-101, to be changed and amended to reflect this rezoning.

Section 2 of Ordinance

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

CERTIFICATION

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

CHARTER TOWNSHIP OF WATERFORD

Date

Kim Markee, Township Clerk

Jeff Polkowski addressed the Board of Trustees.

Clerk Markee stated that the property is very long. Mr. Polkowski stated that the most he could see built is 2 single detached homes. Clerk Markee inquired about accessing two homes.

Mary Mace, 5465 Brookhaven Ct., spoke against the rezoning.

Jeff Polkowski stated that there was an issue with the public notices. The Planning Commission sent new notices out, to residents with 300', and held a public meeting, via GoToMeeting with public comments to meet the Open Meeting Act requirements.

Supervisor Wall inquired the vote of the Planning Commission and Trustee Bartolotta stated it was 7-0, in favor of the rezoning.

Rezoning Application #18-11-01, Rezone from PL to R1-B, Single Family Res.; Rezoning Ordinance 2020-Z-007

Trustee Bartolotta requested the owner to address the Board of Trustees. A representative of the owner, Rev. Dr. Terrance Garrett, addressed the Board of Trustees. The owner, Kanti Dhanda, donated the property to their church, City of Hope Kingdom Care.

The property sale proceeds will ensure 2500 kids in Oakland County will have a place to stay. The owner is attempting to keep the greenery and area for the deer. The property will be beautiful when the project is complete.

Trustee Bartolotta inquired who they are building the homes. Rev. Dr. Garret stated that they are building homes to be sold, and the proceeds will be returned to the City of Hope- Kingdom of Care

Clerk Markee stated that the property was being rezoned R1-B, Single Family Residential. Mr. Polkowski confirmed and stated the allowed uses under R1-B, are as follows:

Detached single-family dwellings
Adult daycare homes
Child family day care homes
Child foster family homes

Adult foster care family homes A
Adult foster care small group homes
Neighborhood public utility facility
Area public utility facilities

Trustee Bartolotta asked if the property had been offered to the residents. Rev. Dr. Garrett stated that he doesn't believe so. He stated that this is the best option for the surrounding homeowners.

Moved by Bartolotta,
Seconded by Joliat, RESOLVED, to introduce Zoning Ordinance Map Amendment 2020-Z-007, for rezoning from PL, Public Land District, to R1B, Single Family Residential District; furthermore, to place on the September 28, 2020, board agenda, for possible adoption. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

7. New Business

7.1 Police & Fire - Public Hearing For Special Assessment District (SAD) 2021 Budget Year

Supervisor Wall opened the public hearing at 6:43 p.m.

Supervisor Wall stated the authorized 2.95 mills special assessment the Township Board of Trustees is proposing a levy of 2.90 mills generating \$6,495,434.00.

Fire Department Distribution: \$3,917,253

Police Department Distribution: \$2,578,181

Fire Chief Covey and Police Chief Underwood thanked the Board of Trustees and the Waterford Township Residents.

The Fire Department has replaced a 24 year fire engine, 3 new police cars were purchased, 9 new Police Officers were hired, and there are 4 positions available.

Supervisor Wall closed the public hearing at 6:48 p.m.

7.2 Police & Fire – Special Assessment District (SAD) 2021 Budget Year – Resolution

Clerk Markee read the following Resolution.

CHARTER TOWNSHIP OF WATERFORD
OAKLAND COUNTY, MICHIGAN

RESOLUTION FOR LEVY AND DISTRIBUTION OF POLICE AND FIRE DEPARTMENT
SPECIAL ASSESSMENT

RECITALS:

1. Under State of Michigan Public Act Number 33 of 1951, as amended, MCL 41.801 (“Act”), on August 7, 2018, the Township voters approved a ballot proposal authorizing the Township to levy an annual special assessment for 12 years on the taxable value of all real property in the Township that is not exempt from property taxes, of up to 2.95 mills for the police and fire departments.
2. On August 27, 2018, the Township Board of Trustees adopted a Resolution establishing a Township-wide Police and Fire Department Special Assessment District.
3. The special assessment was levied on the 2018 and 2019 December tax bills for the 2019 and 2020 budget years.
3. On September 14, 2020, the Township Board of Trustees held a public hearing on:
 - a. An estimate of the costs and expenses to operate, maintain, and equip the Police and Fire Departments for the 2021 calendar/budget year.
 - b. Levying a 2.90 mills special assessment on the December 2020 tax bills against real property in the Special Assessment District to defray the costs and expenses of equipping, maintaining, and operating the Police and Fire Departments in the 2021 calendar/budget year.
 - c. Distribution of the special assessment levy on the December 2020 tax bills.
4. After the September 14, 2020, public hearing the Township Board of Trustees determined to adopt this Resolution.

IT IS THEREFORE RESOLVED that for the 2021 calendar/budget year, the Police and Fire Department Special Assessment to be levied on the December 2020 tax bills shall be at the rate of 2.90 mills on the taxable value of all real property in the Township that is not exempt from property taxes, which based on Assessing records of taxable values, is estimated to generate revenue of \$6,495,434.

IT IS FURTHER RESOLVED that the Township Supervisor shall distribute the special assessment approved by this Resolution as follows, with the Supervisor's proposed and Township Board approved Budget for the 2021 calendar/budget year to be consistent with this distribution:

Fire Department (Personnel & Operations & Maintenance) Distribution:	\$3,190,336
Fire Department (Capital Equipment) Distribution:	\$ 726,917

Police & Fire – Special Assessment District (SAD) 2021 Budget Year – Resolution

Police Department (Personnel & Operations & Maintenance) Distribution:	\$2,353,181
Police Department (Capital Equipment) Distribution:	<u>\$ 225,000</u>
Total 2021 Police and Fire SAD Distribution:	\$6,495,434

CERTIFICATION

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting of the Board on September 14, 2020.

Charter Township of Waterford

Date

Kimberly Markee, Township Clerk

Moved by Joliat,

Seconded by Birch, RESOLVED, to adopt the Resolution for levy and distribution of the Police and Fire Special Assessment. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

Supervisor Wall stated the following was as a life-long resident, not as Township Supervisor.

The Waterford Police Department has always been near and dear to me. In 1952, when Waterford went to go to a Police Department, my dad, Don Wall, was the very first person interviewed for the original Chief of Police job in Waterford Township. When he found who was selected, he decided to go to the Oakland County Sheriff's department. He taught all of his kids how important law enforcement is. They have always been near and dear to me, including the Fire Department. We are fortunate to have a top-notch Police and Fire Department here in Waterford Township. They are wonderful people to work with and when you need someone, they are there, and you have wonderful people. We truly have the best of the best.

Trustee Bartolotta stated that we have a top-notch Police and Fire Department. It wouldn't be top-notch without Chief Underwood and Chief Covey as they lead by example.

Supervisor Wall stated he did not mean brag on his dad and take anything away from Chief Underwood or Chief Covey. They are truly the best of the best. He's received numerous phone calls regarding the police and fire departments.

7.3 Resolution Approving Second Amendment to Ground Lease Agreement

Trustee Bartolotta read the following Resolution.

**CHARTER TOWNSHIP OF WATERFORD
COUNTY OF OAKLAND, MICHIGAN
RESOLUTION APPROVING SECOND AMENDMENT TO GROUND LEASE AGREEMENT**

Action at a regular meeting of the Board of Trustees of the Charter Township of Waterford, County of Oakland, State of Michigan, ("Township") held on September 14, 2020, at 6:00 p.m., Eastern Daylight Savings Time.

WHEREAS, in 1993 the Township as Landlord and Detroit SMSA Limited Partnership as Tenant entered into a Ground Lease Agreement ("Lease") allowing the Tenant to construct a communication tower and related building and equipment on property owned by the Township; and,

WHEREAS, under a 2008 Amendment of the Lease, the Tenant is now Detroit SMSA Tower Holdings, LLC, and if all extensions are exercised by the Tenant, the Lease will expire on May 31, 2033; and,

WHEREAS, the Tenant has proposed and signed The Second Amendment to Ground Lease Agreement that is attached to this Resolution, to further extend and make other changes to the Lease; and,

WHEREAS, considering and relying on the Township's rights and benefits under the Lease and 2008 Amendment that would be continued and not be changed by, and the additional benefits to the Township under, the proposed Second Amendment, the Township Board of Trustees has determined to adopt this Resolution.

IT IS THEREFORE RESOLVED that the Charter Township of Waterford Board of Trustees hereby approves the attached Second Amendment to Ground Lease Agreement with Detroit SMSA Tower Holding, LLC, and authorizes the Supervisor to sign that Amendment and the Memorandum of Lease that is Exhibit B of the Amendment, for and on behalf of the Township.

CERTIFICATION

I hereby certify that this Resolution was adopted by the Board of Trustees of the Charter Township of Waterford, County of Oakland, State of Michigan, at a regular meeting held on September 14, 2020.

Date

Kimberly F. Markee, Township Clerk

Resolution Approving Second Amendment to Ground Lease Agreement continued.**THE SECOND AMENDMENT TO GROUND LEASE AGREEMENT**

This Second Amendment to Ground Lease Agreement (this "*Amendment*") is made effective upon full execution and payment of the One-Time Payment (as defined below) by and between the Charter Township of Waterford ("*Landlord*") and Detroit SMSA Tower Holdings LLC, a Delaware limited liability company ("*Tenant*") (Landlord and Tenant being collectively referred to herein as the "*Parties*")

RECITALS

WHEREAS, Landlord and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement that commenced June 1, 1993 (the "*Original Lease*") as amended by that certain First Amendment to Ground Lease Agreement dated September 19, 2008 (the "*First Amendment*") (the Original Lease and the First Amendment, collectively, the "*Lease*"), pursuant to which Tenant leases a portion of real property owned by Landlord (the "*Property*") and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leased portion and easements, collectively, the "*Leased Premises*"), which Leased Premises is described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, Tenant entered into that certain Sublease Agreement dated December 14, 2000 with Southern Towers, Inc., predecessor-in-interest to American Tower Asset Sub II, LLC ("*American Tower*"), whereby American Tower subleases the Leased Premises from Tenant; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Fifty Five Thousand and No/100 Dollars (\$55,000.00)** (the "***One-Time Payment***"), payable within thirty (30) days of the following: (a) Tenant's receipt of this Amendment counter-executed by Landlord, (b) Tenant's receipt of an original, recordable Memorandum (as defined herein) counter-executed by Landlord, and (c) Tenant's receipt of an Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) completed by Landlord. For the avoidance of doubt, if Tenant fails to pay to Landlord the One-Time Payment (subject to the terms and conditions of this Section), this Amendment shall be null and void and have no force or effect, and Tenant shall return to Landlord any documents it received from Landlord in accordance with this Section. Additionally, in no event shall Tenant record the Memorandum unless and until Tenant pays to Landlord the One-Time Payment.

Lease Term Extended. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on June 1, 1993 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on May 31, 2033. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below). References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord

Resolution Approving Second Amendment to Ground Lease Agreement

hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

2. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Landlord under the Lease shall be paid to the **CHARTER TOWNSHIP OF WATERFORD** by Tenant.
3. **Revenue Share.**
 - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord an amount equal to **One Hundred Fifty and No/100 Dollars (\$150.00)** per month for each sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant or American Tower and a third party (any such party, the "**Additional Collocator**") subsequent to the latter signature date hereof (such amount, the "**Collocation Fee**"). Tenant or American Tower, as applicable, shall provide written notice to Landlord of any such collocation agreement within fourteen (14) business days of entering into the same, which notice shall include the dates that payments by the Additional Collocator are due if payments have commenced and/or such dates are known to Tenant or American Tower, as applicable. The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.
 - b. The payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant or American Tower of each collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower that does not involve collocation by the sublessee or transferee on the communications tower. Provided, however, Tenant shall notify Landlord in writing of any such sublease or transfer within fourteen (14) business days of entering into the same.
 - c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on Tenant's communications tower, all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
 - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the latter signature date hereof (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the

Resolution Approving Second Amendment to Ground Lease Agreement continued.

- Existing Agreements entered into prior to the latter signature date hereof or which may be entered into on or after the latter signature date hereof; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
- e. Tenant represents and warrants that, as of the latter signature date hereof, Existing Agreements are in place with the following third parties only: (i) MetroPCS Michigan, LLC d/b/a MetroPCS, Inc.; (ii) New Cingular Wireless PCS, LLC d/b/a AT&T Mobility; and (iii) T-Mobile Central LLC d/b/a T-Mobile. Therefore, as provided in this Section 4, Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with such Existing Agreements.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the latter signature date hereof, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from Landlord for subleasing and licensing to additional customers, provided, however, Tenant shall provide notice to Landlord of subleases and licenses to additional customers as provided in Section 4.a. of this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly cooperate with Tenant's making application for and/or otherwise obtaining building permits, zoning applications and other forms and documents, including by executing the same as owner of the Property, as required for the use of the Leased Premises strictly as a wireless telecommunications facility by Tenant and/or Tenant's customers, licensees, and sublessees in conformity with the Lease and this Amendment. Tenant shall not, by such building permits, zoning applications and other forms and documents, re-zone or otherwise reclassify the Leased Premises without Landlord's express written consent.

Limited Right of First Refusal. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Property that includes the Leased Premises from Landlord to American Tower or any prospective purchaser that is not a Third Party Competitor (as defined below) and shall not apply to any mortgage of or security interest in the Property granted by Landlord to a bona fide lender for value. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements, but excluding any mortgage or security interest) in the Property that includes the Leased Premises to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the "**Offer**"), Landlord shall provide written notice to Tenant, and Tenant shall have the

Resolution Approving Second Amendment to Ground Lease Agreement Continued.

right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. Landlord shall provide Tenant with notice of the Offer at least 35 days prior to its expiration, and Tenant shall have 30 days to exercise its right of first refusal by written notice to Landlord. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must commence the transaction contemplated in the Offer after notifying Landlord of its election and shall diligently pursue completion of the transaction on the same terms and conditions. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises, which adversely impacts, limits, and/or impairs Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Charter Township of Waterford, Attn.: Supervisor, 5200 Civic Center Dr, Waterford, MI 48329, with copy to: Charter Township of Waterford, Attn.: Clerk, 5200 Civic Center Dr, Waterford, MI 48329; to Tenant at: Detroit SMSA Tower Holdings LLC, Attn: Network Real Estate Administration, RE: Cell Site No. 127, Cell Site Name: Waterford 2, FA No. 10011506, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, with copy to: AT&T Legal Department, Attn.: Network Counsel, RE: 10011506, 208 S. Akard Street, Dallas, TX 75202-4206, and also with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: American Tower, Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

Resolution Approving Second Amendment to Ground Lease Agreement Continued.

7. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
8. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
9. **Tenant's Securitization Rights.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies.
10. **Deletions.** The Parties acknowledge and agree that Section 24 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. Additionally, the Parties acknowledge and agree that Sections 1.3 and 1.16 of the First Amendment are hereby deleted in their entirety and are of no further force and effect.
11. **Capitalized Terms.** Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

Charter Township of Waterford

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Resolution Approving Second Amendment to Ground Lease Agreement Continued.

TENANT:

Detroit SMSA Tower Holdings LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

Resolution Approving Second Amendment to Ground Lease Agreement Continued.**EXHIBIT A OF SECOND AMENDMENT TO GROUND LEASE AGREEMENT**

The Leased Premises and the easements for access and public utilities, as amended by that certain First Amendment to Ground Lease Agreement dated September 19, 2008, are described in that certain Memorandum of Lease recorded in Liber 41782, Page 560 in the records of Oakland County, Michigan and below as follows:

LEASED PREMISES

Part of the Northeast 1/4 of Section 16, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan, described as: Commencing at the Northeast corner of Section 16; thence South 646.22 feet; thence West, 51.09 feet; thence North 76 degrees 23 minutes 17 seconds West, 52.38 feet; thence North 89 degrees 52 minutes 08 seconds West, 317.08 feet; thence South 00 degrees 01 minutes 03 seconds West, 50.39 feet to THE POINT OF BEGINNING; thence South 89 degrees 58 minutes 57 seconds East, 50.00 feet; thence South 00 degrees 01 minutes 03 seconds West, 50.00 feet; thence North 89 degrees 58 minutes 57 seconds West, 50.00 feet; thence North 00 degrees 01 minutes 03 seconds East, 50.00 feet to the point of beginning.

And:

All that part of the Northeast 1/4 of Section 16, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan, described as: Commencing at the Northeast corner of Section 16; thence South 00°00'00" West 646.22 feet; thence South 90°00'00" West 51.09 feet; thence North 76°23'17" West 52.38 feet; thence North 89°52'08" West 317.08 feet; thence South 00°01'03" seconds West 50.39 feet; thence South 89°58'57" East 50.00 feet; thence South 00°01'03" West 50.00 feet; thence North 89°58'57" West 50.00 feet to THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 89°58'57" West 6.14 feet; thence North 00°46'13" East 22.00 feet; thence South 89°58'57" East 5.85 feet; thence South 00°01'03" West 22.00 feet to the place of beginning.

ACCESS AND UTILITIES

An Ingress/Egress Easement over part of the Northeast 1/4 of Section 16, T. 3N., R. 9E., Waterford Township, Oakland County, Michigan, commencing at the Northeast corner of Section 16; thence South, 646.22 feet to THE POINT OF BEGINNING: Thence continuing South, 24.00 feet, thence West, 53.95 feet; thence N 76°23'17" W, 52.41 feet; thence N 89°52'08" W 274.20 feet; thence S 00°01'03" W 26.31 feet, thence N 89°58'57" W, 40.00 feet; thence N 00°01'03" E, 50.39 feet, thence S 89°52'08" E, 317.08 feet; thence S 76°23'17" E, 52.38 feet; thence East, 51.09 feet to the point of beginning.

A Public Utilities Easement over part of the Northeast 1/4 of Section 16, T. 3N., R. 9E., Waterford Township, Oakland County, Michigan, commencing at the Northeast corner of Section 16; thence South, 646.22 feet; thence West, 51.09 feet; thence N 76°23'17" W, 52.38 feet; thence N 89°52'08" W, 317.08 feet; thence S 00°01'03" W, 53.82 feet to THE POINT OF BEGINNING; thence S 00°01'03" W 12.00 feet; thence N 89°58'57" W, 39.83 feet; thence S 13°54'42" W, 181.79 feet; thence South, 77.15 feet; thence West 12.00 feet; thence North, 78.62 feet; thence N 13°54'42" E, 192.65 feet; thence S 89°58'58" E, 49.22 feet to the point of beginning.

Resolution Approving Second Amendment to Ground Lease Agreement**EXHIBIT B****FORM OF MEMORANDUM OF LEASE****Prepared by and Return to:**

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Danielle Fiorentino, Esq.
ATC Site No: 305491
ATC Site Name: Waterford 2
Assessor's Parcel No(s): 13-16-276-009, 13-16-276-010

Prior Recorded Lease**Reference:**

Liber 41782, Page 560
Document No: 10159
State of Michigan
County of Oakland

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between the **Charter Township of Waterford** ("**Landlord**") and **Detroit SMSA Tower Holdings LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Property and Lease.** Landlord and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement that commenced June 1, 1993 (the "**Original Lease**") as amended by that certain First Amendment to Ground Lease Agreement dated September 19, 2008 (the "**First Amendment**") (the Original Lease and the First Amendment, collectively, the "**Lease**"), pursuant to which Tenant leases a portion of real property owned by Landlord (the "**Property**") and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leased portion and easements, collectively, the "**Leased Premises**"), which Leased Premises is described on **Exhibit A** attached hereto and by this reference made a part hereof.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be May 31, 2073. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Right of First Refusal.** There is a right of first refusal in the Lease.
4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to record this Memorandum.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return

Resolution Approving Second Amendment to Ground Lease Agreement

receipt requested to the addresses set forth herein: to Landlord at: Charter Township of Waterford, Attn.: Supervisor, 5200 Civic Center Dr, Waterford, MI 48329, with copy to: Charter Township of Waterford, Attn.: Clerk, 5200 Civic Center Dr, Waterford, MI 48329; to Tenant at: Detroit SMSA Tower Holdings LLC, Attn: Network Real Estate Administration, RE: Cell Site No. 127, Cell Site Name: Waterford 2, FA No. 10011506, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, with copy to: AT&T Legal Department, Attn.: Network Counsel, RE: 10011506, 208 S. Akard Street, Dallas, TX 75202-4206, and also with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: American Tower, Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Resolution Approving Second Amendment to Ground Lease Agreement

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD**2 WITNESSES****Charter Township of Waterford**

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public
 Print Name: _____
 My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Resolution Approving Second Amendment to Ground Lease Agreement**TENANT****WITNESS**

Detroit SMSA Tower Holdings LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

Resolution Approving Second Amendment to Ground Lease Agreement**EXHIBIT A OF SECOND AMENDMENT TO GROUND LEASE AGREEMENT**

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And:

All that part of the Northeast 1/4 of Section 16, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan, described as: Commencing at the Northeast corner of Section 16; thence South 00°00'00" West 646.22 feet; thence South 90°00'00" West 51.09 feet; thence North 76°23'17" West 52.38 feet; thence North 89°52'08" West 317.08 feet; thence South 00°01'03" seconds West 50.39 feet; thence South 89°58'57" East 50.00 feet; thence South 00°01'03" West 50.00 feet; thence North 89°58'57" West 50.00 feet to THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 89°58'57" West 6.14 feet; thence North 00°46'13" East 22.00 feet; thence South 89°58'57" East 5.85 feet; thence South 00°01'03" West 22.00 feet to the place of beginning.

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Resolution Approving Second Amendment to Ground Lease Agreement Continued.

Moved by Joliat,

Seconded by Thomas, RESOLVED, to adopt Resolution approving Second Amendment to Ground Lease Agreement to Ground Lease Agreement. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

Moved by Birch,

Seconded by Thomas, RESOLVED, to amend the 2020 budget in the amount of \$55,000.00 to general fund revenue line item 10101-68920 to recognize the one-time revenue related to the American Cell Tower lease modification. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

7.4 Purchase of Thirty-Eight Ballistic Vests from CMP Distributors

The following memo was received from Police Chief Underwood.

The Waterford Police Department participates in the Patrick Leahy Bulletproof Vest Partnership, also known as the (BVP) Program, through the U.S. Department of Justice and has for many years.

The (BVP) program provides federal funding, at a fifty-percent match, to equip law enforcement officers with ballistic body armor to be worn daily during their tour of duty. Most body armor has a five year life cycle and under the terms of this federal program we are obligated to replace our officer's body armor every five years.

In 2015, a large number of our officers received new body armor which will expire this year. We have identified thirty-eight ballistic vests that need to be replaced at \$775.00 each, with an additional cost of \$350.00 in shipping. Total cost, \$29,800.00.

Our body armor of choice is the **Point Blank threat level II concealable vest with Alpha Elite carrier and soft trauma plate**. The purchase will be made through CMP Distributors of Lansing, Michigan with pricing from the State of Michigan (MIDeal) cooperative purchasing program.

We are approved for fifty percent reimbursement on our purchase, up to \$16,500.00. We will recoup at least \$14,500.00 and expect to ask for a waiver permitting us to recover the entire pre-approved \$16,500.00. In fact, due to the COVID-19 crisis we will be asking the department of justice for reimbursement of the entire \$29,500.00 expenditure.

We respectfully request this honorable body approve this purchase based on the information set forth above. Initial funding for this purchase is available in the restricted-use state drug forfeiture account #20830-96400-PDSM. Any and all funds received as reimbursement will be returned to that same account.

Purchase of Thirty-Eight Ballistic Vests from CMP Distributors Continued.

If you have any questions or need further information, please do not hesitate to contact me.
Thank you in advance for your consideration.

Moved by Bartolotta,

Seconded by Birch, RESOLVED, to approve the purchase of thirty-eight ballistic vests from CMP Distributors in the amount of \$29,800.00 utilizing funds from account 20830-96400-PDSM. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

Chief Underwood addressed the Board of Trustees. He stated that the reimbursement amount will be \$16,500.00.

7.5 Purchase of Two Verity Central (Client) Ballot Scanners for Absentee Ballots

The following memo was received by Clerk Markee.

Due to COVID-19 and Proposal 18-3, Waterford Township Clerk's Office is receiving a record number of absentee ballots, approaching a 400% increase from our 2016 General Election. I respectfully request your approval to purchase two high-speed client scanners from the State designated vendor "Hart Intercivic" to count the ballots for a cost of \$71,200.00 per the attached quote. This provides Waterford Township the necessary counting ability to process absentee ballots for our upcoming November 3, 2020 Election.

I applied and received from the State of Michigan \$30,000.00 for this purchase which will be paid directly to Hart Intercivic on behalf of Waterford from the CARES Act funds. The balance of \$41,200.00 will be funded from our general fund, which will be offset with CARES grant funding from Oakland County to revenue account: 10101-53300-EMERG. The expense will be charged to Elections Equipment / Computer account: 11910-97133-ELECT.

I respectfully thank and acknowledge The State of Michigan, Oakland County, and Barb Miller for making this purchase with an overall zero impact to Waterford Township's 2020 budget.

If you are in support of this purchase, please motion to approve purchasing two Hart InterCivic Verity Central Client scanners for \$71,200.00 and a budget transfer to account 11910-97133 Capital Computer Equipment to be offset by Oakland County CARES and The State of Michigan CARES grant money.

Purchase of Two Verity Central (Client) Ballot Scanners for Absentee Ballots Continued.

Moved by Joliat,

Seconded by Birch, RESOLVED, to approval of the purchase of two Hart InterCivic Verity Central Client scanners in the amount of \$71,200.00; furthermore, to approve the budget transfer to account 11910-97133, Capital Computer Equipment to be offset by Oakland County CARES and The State of Michigan CARES grant money. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

Clerk Markee stated that the State of Michigan will pay \$30,000.00 directly to Hart InterCivic. The other \$41,200.00 will be covered by the CARES Act, through Oakland County. This will assist in counting the absentee ballots.

7.6 **Request to for Authorization of Tri-Party Project - Walton Blvd (Dixie Hwy to Sashabaw Rd)**

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

The Tri-Party Program is a cooperative funding partnership between Oakland County, the Road Commission for Oakland County (RCOC) and Waterford Township that allows the Township to effectively designate funds towards improvement projects located within RCOC rights-of-ways. Specifically, through the Tri-Party Program each of the agencies named above provides 1/3 of the total cost of a designated improvement. As it currently stands, Waterford Township has an allocated balance of just over \$2.2 million available for qualifying projects.

That said staff has been in communication with the RCOC and the Michigan Department of transportation (MDOT) over the last few years regarding much needed improvements to Walton Boulevard, specifically between Dixie Highway and Sashabaw Road. Recently, the total estimated cost for this particular road improvement was determined to be **\$2,728,635**. MDOT is programming **\$2,000,089** in federal funds towards the project, which leaves a balance of **\$728,546** in local match to be equally divided between the RCOC and Waterford Township. To that end, staff has informed the RCOC that the Township has elected to use available Tri-Party funds to cover our obligation; which effectively means the Township is ultimately responsible for 1/3 of our portion of the local match, or **\$121,424** in this instance.

We have reviewed the enclosed cost participation agreement provided by the RCOC and have no objection recommending that the Board:

- 1) Pass a motion authorizing the Township Supervisor to sign the enclosed Cost Participation Agreements prepared by the RCOC for this project.
- 2) Direct staff to allocate **\$121,424** out of the Improvement & Revolving Fund – Road Match Expenditure line item in the 2021 budget (24690-96730) to cover the expenditure as cited in the agreement.

Request to for Authorization of Tri-Party Project - Walton Blvd (Dixie Hwy to Sashabaw Rd) Continued.

If you have any questions or require additional information, please contact me via telephone at (248) 674-6247 or via e-mail at rmerinsky@waterfordmi.gov.

Moved by Bartolotta,

Seconded by Markee, to authorize the Township Supervisor to sign the enclosed Cost Participation Agreement prepared by the RCOC; furthermore to allocate \$121,424 from the Improvement & Revolving Fund – Road Match Expenditure line item in the 2021 budget 24690-96730 to cover the expenditure as cited in the agreement.. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

7.7 Request to Add Tri-Party Funds to Andersonville Road Tri Party Project

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

During a regular scheduled meeting on March 9, 2020, the Board authorized the Supervisor to sign a Cost Participation Agreement between the Oakland County, the Road Commission for Oakland County (RCOC) and Waterford Township to use available Tri-Party funds for the resurfacing of approximately one mile of **Andersonville Road**. The total cost of the project was **\$230,000**, and as with all Tri-Party projects, Waterford Township is responsible for 1/3 of the total project cost, or **\$76,667** in this instance.

However, the total estimate cited in the executed agreement did not include paving the shoulders with a 3-foot wide strip of HMA as done as part of improvements to Andersonville Road through Independence and Springfield Townships'. As a result, the RCOC is now asking that we consider providing them written support to add available Tri-Party funds to cover the shoulder work and include it as part of our resurfacing project that is slated to begin this October. Specifically, the overall cost would increase to about **\$332,000**, in which Waterford Township's share would be **\$110,667** (i.e. an increase of \$34,000 to our initial cost in order to add the shoulder work).

Request to Add Tri-Party Funds to Andersonville Road Tri Party Project Continued.

From staff's perspective, paved shoulders provide structural support to the edge of the roadway and add space for maintenance operations and snow removal. Further, paved shoulders also serve as a functional space for bicyclists and pedestrians to travel in the absence of other facilities.

Therefore, I am requesting the Board:

- 1) Pass a motion authorizing the Township Supervisor to provide written support to add \$34,000 in Tri-Party funds for the proposed shoulder work along Andersonville Road.
- 2) Amend the Improvement & Revolving Fund – Road Match Expenditure line item in the 2020 budget (24690-96730) to cover the shoulder work (\$34,000).

If you have any questions or require additional information, please contact me via telephone at (248) 674-6247 or via e-mail at rmerinsky@waterfordmi.gov.



Moved by Bartolotta,
Seconded by Markee, to authorize the Township Supervisor to provide written support to add \$34,000.00 in Tri-Party funds for the proposed shoulder work along Andersonville Rd; furthermore, to amend the Improvement & Revolving Fund Road Match expenditure line item (24690-96730) in the 2020 budget. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

7.8 Approval of the Accounting Department Realignment - Staff Analyst - Accounting Coordinator and Purchasing Agent - Staff Accountant

The following memo was received from Mark similar, Human Resources Director.

In late July, the Township's Purchasing/Accounting Coordinator was promoted to the Payroll & Benefits Coordinator position within the Treasurer's Office. In light of this change, the Clerk's Office has taken the opportunity to review the operations of the Accounting Department and is seeking to implement the following realignment of the job duties and responsibilities of two positions:

- ❖ Staff Analyst – Accounting Coordinator
Will have a higher level of accounting and audit responsibilities along with coordinating departmental staff
- ❖ Purchasing Agent – Staff Accountant
This Position will be responsible for overseeing the purchasing function for the Township and will have an intermediate level of accounting responsibilities.

The Township Accounting Department has a high level of responsibility that covers a broad range of duties that include accounts payable, purchasing, fixed assets, grants, accounting and annual audit.

Attached are the job descriptions for the above effected positions which reflect this realignment.

It is recommended that the Staff Analyst-Accounting Coordinator be at a Grade 4 and the Purchasing Agent – Staff Accounting by at a Grade 3. These changes do not require an adjustment to the 2020 budget, but would need to be incorporated into the 2021 budget for an estimated \$2,889. (wages & FICA) These changes have been reviewed by upper management and are submitted for your approval.

Thank you for your consideration in this matter.

Moved by Markee,

Seconded by Bartolotta, RESOLVED, to approve the job descriptions for the Staff Analyst – Accounting Coordinator and Purchasing Agent – Staff Accounting positions. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

7.9 Proclamation Designating Waterford Census Week September 13-19, 2020

Clerk Markee read the following Proclamation.

**CHARTER TOWNSHIP OF WATERFORD
PROCLAMATION DESIGNATING SEPTEMBER 13-19, 2020
AS WATERFORD TOWNSHIP CENSUS WEEK**

WHEREAS, Article 1, Section 2 of the United States Constitution mandates that a census be conducted of the nation's population every ten (10) years; and

Proclamation Designating Waterford Census Week September 13-19, 2020 Continued.

WHEREAS, it is vital that all households in Waterford Township, Michigan complete and submit a census form to ensure that every resident of our community counts and deserves to be counted; and

WHEREAS, the census will determine how the federal government distributes \$675 billion in funding, including funding for critical community services, housing, transportation, healthcare, economic development, as well as other needs and services in Michigan; and

WHEREAS, *The 2020 Census is a huge opportunity for Michigan given our state has likely grown in population since the 2010 Census and our economy continues to do well. Yet many challenges, obstacles and misinformation about the census persist which could hamper participation including the unprecedented events surrounding the COVID-19 pandemic; and*

WHEREAS, an accurate Census count is critically important as it determines how much federal funding our state will receive for essential services that impact local communities like Waterford Township. Annually, Michigan receives billions of dollars in federal funding for highway planning and construction, health programs, education, food assistance programs, housing assistance, and more. In 2020, federal relief funding related to the COVID-19 pandemic was determined largely by Census data; and

WHEREAS, the census will determine how the state of Michigan distributes billions of dollars in funding to counties and local municipalities for programs and services through state tax distributions and other revenues; and

WHEREAS, census data ensures fair Congressional representation by determining how many elected congressional representatives and congressional districts each state will have. Michigan currently has 14 *representatives in the U.S. House, but stands the chance of losing one seat if our population declines. If that happens, our state's congressional districts would have to be redrawn, which would also lead to a reduction in the number of electoral votes we have in presidential elections; and*

WHEREAS, it is essential that accurate data be collected from groups of people who the United States Census Bureau identifies as historically difficult to count, including young children, low-income individuals, military personnel, non-English speakers, minorities, and rural residents; and

WHEREAS, in the first quarter of 2020, Waterford Township began promoting Census response and adopted the Waterford Township 2020 Census slogan "I Count, You Count, We Count, Everyone Counts. Get Counted, It Counts!"; and

WHEREAS, responding to the 2020 Census is easier than ever before. Waterford residents can choose to respond by paper form, online at www.2020census.gov or by phone at 1-800-923-6262. There are only nine questions and responding takes approximately 10 minutes; and

WHEREAS, Waterford Township's Census response rate was 86% in 2000 and 81% in 2010. Waterford has set a goal of 90% Census response rate for 2020. It is estimated that every Census response has the potential to impact up to \$18,000 in funding over a 10-year period; and

WHEREAS, the information collected by the United States Census Bureau through the 2020 Census is confidential and protected by law.

Proclamation Designating Waterford Census Week September 13-19, 2020 Continued.

NOW, THEREFORE, BE IT PROCLAIMED THAT the Waterford Township Board of Trustees declares September 13 through 19, 2020 as **Waterford Township Census Week 2020** during which final efforts will be made to encourage residents to respond to the 2020 Census by the deadline of September 30, 2020. In collaboration with Waterford Township, the Waterford Area Chamber of Commerce, the Waterford School District, and with community leaders, residents and business owners, Waterford Township Census Week 2020 activities will help encourage every resident to accurately complete the Census questionnaire online, by phone, or promptly return it by mail.

Kim Markee, Clerk
Charter Township of Waterford

Moved by Joliat,
Seconded by Markee, RESOLVED, to Proclaim Designating Waterford Census Week, September 13-19, 2020. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

7.10 Resolution Speed Limit Unpaved Roads

Trustee Joliat read the following Resolution.

**CHARTER TOWNSHIP OF WATERFORD
RESOLUTION TO SUPPORT LEGISLATION TO REDUCE
THE SPEED LIMIT ON UNPAVED ROADS TO LESS THAN 55 MPH**

WHEREAS, more than 750 miles of the 2,700 plus miles of the Road Commission for Oakland County's (RCOC) county roads are not paved; and

WHEREAS, under MCL 42.15, Charter Townships may enact ordinances considered necessary to provide for the public peace and health, and for the safety of persons and property in the Charter Township; and

WHEREAS, a safe and efficient transportation system is essential to commerce and daily activities and represents a significant health and safety concern; and

WHEREAS, pursuant to MCL 257.627 of the Michigan Vehicle Code, the speed limit on county highways with a gravel or unimproved surface is 55 mph; and

WHEREAS, currently a township located within a county with a population of 1,000,000 or more may request the County Road Commission to reduce the speed limit to 45 mph on a gravel road; however if a township requests a speed limit below 45 mph on an unpaved road, the County Road Commission must conduct a speed study "for the purpose of establishing a modified speed limit"; and

Resolution Speed Limit Unpaved Roads Continued.

WHEREAS, in the absence of sidewalks, residents of Waterford Township primarily use local hard surface roads along with some gravel roads for bicycling, walking, running, and dog walking ; and

WHEREAS, the current unposted speed limit of 55 mph on gravel roads within Oakland County is an unsafe speed to be traveling according to the width, curves, bumps, hills and poor sight distance found on gravel roads; and

WHEREAS, tickets issued for failure to use care and caution are reactionary in use and do not prohibit unsafe driving habits; and

WHEREAS, many Oakland County residents who reside within townships are requesting the 55 mph speed limit be lowered on local gravel roads.

NOW THEREFORE BE IT RESOLVED, The Township Board of the Charter Township of Waterford urges, with all due expedience, that diligent steps be taken toward action on and the enactment of legislation which would allow Charter Townships with a population over 20,000 people to establish speed limits on gravel roads according to road conditions, topography, and traffic patterns, all of which are best known by individuals and their elected representatives residing in the locality and we move To Adopt This Resolution.

YEAS:

NAYS:

ABSENT:

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

I, the undersigned, the Clerk of the Charter Township of Waterford, County of Oakland, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Township Board of said Township held on the 14th day of September, 2020, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act, MCL 15.261 et.seq.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of September 2020.

Kim Markee, Clerk
Charter Township of Waterford

Moved by Joliat,

Seconded by Bartolotta, RESOLVED, to adopt the Resolution to Support Legislation to Reduce the Speed Limit on Unpaved Roads to Less Than 55 Mph. A roll call vote was taken.

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

Nays: None

Absent: Frasca

Motion carried unanimously.

7.11 Public Comments Limited to Three (3) Minutes per Speaker

Mat Vivona, 5151 Brewster Rd., Oakland Township - spoke on behalf of Steve Thomas regarding slanderous remarks.

Kathy Schemers, 7000 Hatchery Rd, thanked the Board for the time and effort regarding the Redwood Development.

Mark Monohon, 3517 David K Drive, discussed concerns regarding the roads.

Raquel Thueme, 977 Lansdown, thanked the Board for answering the questions regarding the Redwood Development.

Donna Wall, 3450 Also Dr. Mrs. Wall announced that the Walk & Roll – Meals on Wheels will take place on September 26, 2020.

ADJOURNMENT

Moved by Joliat

Seconded by Markee, RESOLVED, to adjourn the meeting at 7:32 p.m. A roll call vote was taken.

Ayes: Wall, Markee, Birch, Joliat and Thomas

Nays: Bartolotta

Absent: Frasca

Motion carried.

Kim Markee, Clerk

Gary Wall, Supervisor

09/09/2020 13:00 |WATERFORD TOWNSHIP
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FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

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291038	09/01/2020	PRINTED	013377 AIR CENTER INC	4,147.83			
291039	09/01/2020	PRINTED	013665 APOLLO FIRE EQUIPMENT CO	6,203.40			
291040	09/01/2020	PRINTED	013683 AQUEST CORP	5,285.00			
291041	09/01/2020	PRINTED	013685 APPLIED IMAGING	183.50			
291042	09/01/2020	PRINTED	014474 ALCOHOL DRUG ADMINISTRATI	994.00			
291043	09/01/2020	PRINTED	021079 BAKER & TAYLOR BOOKS	1,319.41			
291044	09/01/2020	PRINTED	021092 BS&A SOFTWARE	472.00			
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291047	09/01/2020	PRINTED	023732 BRENDDEL'S SEPTIC TANK SER	1,377.32			
291048	09/01/2020	PRINTED	030069 JOHN LOWERY	100.00			
291049	09/01/2020	PRINTED	030070 CARRIE JORISSEN	100.00			
291059	09/01/2020	PRINTED	030071 ULTIMATE CONTRACTING	100.00			
291060	09/01/2020	PRINTED	030072 ATLANTIS HOMES	400.00			
291061	09/01/2020	PRINTED	030073 TIMOTHY LECLAIR	100.00			
291062	09/01/2020	PRINTED	031344 HARDY & SONS SIGN SERVICE	100.00			
291063	09/01/2020	PRINTED	032121 TOWNSEND HOMES LLC	400.00			
291064	09/01/2020	PRINTED	034072 AARON BAUGHEY	100.00			
291065	09/01/2020	PRINTED	034397 RONALD HUEHN	100.00			
291066	09/01/2020	PRINTED	035475 OSCAR W LARSON CO	200.00			
291067	09/01/2020	PRINTED	036618 MNC & ANC PROFESSIONAL SE	200.00			
291068	09/01/2020	PRINTED	039951 FOUNDATION SYSTEMS OF MIC	100.00			
291069	09/01/2020	PRINTED	041192 CDW GOVERNMENT INC	1,418.59			
291070	09/01/2020	PRINTED	041460 CLYDES FRAME & WHEEL SERV	2,716.80			
291071	09/01/2020	PRINTED	043604 CONTRACTORS CONNECTION	77.60			
291072	09/01/2020	PRINTED	043626 CONSUMERS ENERGY	2,291.22			
291073	09/01/2020	PRINTED	043952 CYNERGY PRODUCTS	2,052.00			
291074	09/01/2020	PRINTED	044074 COUNTRY WATER TREATMENT I	66.74			
291075	09/01/2020	PRINTED	051025 DMC TECHNOLOGY GROUP INC	3,953.40			
291076	09/01/2020	PRINTED	051038 DC DENTAL	666.00			
291077	09/01/2020	PRINTED	051445 DLZ MICHIGAN, INC	19,396.50			
291078	09/01/2020	PRINTED	053237 DETROIT ELEVATOR CO	1,100.00			
291079	09/01/2020	PRINTED	053253 DTE ENERGY	38,175.18			
291080	09/01/2020	PRINTED	053261 MALCOM DEATON	96.00			
291081	09/01/2020	PRINTED	053580 DOORS OF PONTIAC	2,052.10			
291082	09/01/2020	PRINTED	053612 DOVER & COMPANY, LLC	1,573.00			
291083	09/01/2020	PRINTED	053867 DUBOIS CHEMICALS INC	250.00			
291084	09/01/2020	PRINTED	063480 MARK ELLIS	12.00			
291085	09/01/2020	PRINTED	063491 SHARON EMERICK	10.15			
291086	09/01/2020	PRINTED	063535 ENERGY SHIELD INC	119,200.00			
291087	09/01/2020	PRINTED	063546 ENABLE POINT INC	649.00			
291088	09/01/2020	PRINTED	063941 EXCEL INDUSTRIAL ELECTRON	8,307.01			
291089	09/01/2020	PRINTED	073119 MATTHEW BLOM	1,250.00			
291090	09/01/2020	PRINTED	073212 MATTHEW DOWNS	2,460.94			
291091	09/01/2020	PRINTED	081331 FIRST LINE TECHNOLOGY LLC	885.00			
291092	09/01/2020	PRINTED	083021 FAIR HOUSING CENTER OF	4,000.00			
291093	09/01/2020	PRINTED	093025 GALE/CENGAGE LEARNING	30.39			
291094	09/01/2020	PRINTED	093026 RICHARD GALAT	140.00			
291095	09/01/2020	PRINTED	093451 GLOBAL OFFICE SOLUTIONS	458.92			
291096	09/01/2020	PRINTED	093565 GOODYEAR AUTO SERV CTR	79.00			

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FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

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291098	09/01/2020	PRINTED	093705 GRAINGER	2,097.68			
291099	09/01/2020	PRINTED	093823 GREEN MEADOWS LAWNSCAPE,	8,456.00			
291100	09/01/2020	PRINTED	093862 GRANITE INLINER, LLC	6,000.00			
291101	09/01/2020	PRINTED	101835 HUBBELL ROTH & CLARK INC	14,949.56			
291102	09/01/2020	PRINTED	103031 HALT FIRE INC	26.08			
291103	09/01/2020	PRINTED	103569 R J HOFFMAN MANAGEMENT IN	325.00			
291104	09/01/2020	PRINTED	103841 HUTCHINSONS ELECTRIC INC	9,252.55			
291105	09/01/2020	PRINTED	113542 INGRAM LIBRARY SERVICES	20.69			
291106	09/01/2020	PRINTED	121003 POWER PLAN	611.01			
291107	09/01/2020	PRINTED	121011 J&B MEDICAL SUPPLY	1,178.53			
291108	09/01/2020	PRINTED	121135 JC WATER TREATMENT INC	85.00			
291109	09/01/2020	PRINTED	121300 JGM VALVE CORP	5,773.00			
291110	09/01/2020	PRINTED	141171 K&K SERVICES 2019 LLC	2,275.00			
291111	09/01/2020	PRINTED	141575 KOTZ HEATING, COOLING & P	8.00			
291112	09/01/2020	PRINTED	143022 TODD KALUZYNY	400.00			
291113	09/01/2020	PRINTED	153240 LESLIE TIRE	1,308.60			
291114	09/01/2020	PRINTED	161140 MCNABS HARDWARE	54.54			
291115	09/01/2020	PRINTED	163476 MIDWEST TAPE	1,961.46			
291116	09/01/2020	PRINTED	174432 MI DEPT OF LABOR & ECONOM	20.00			
291117	09/01/2020	PRINTED	174457 STATE OF MICHIGAN	404.00			
291118	09/01/2020	PRINTED	183234 NETWORKS GROUP, INC.	4,945.00			
291119	09/01/2020	PRINTED	183269 SPRINT SOLUTIONS	9.30			
291120	09/01/2020	PRINTED	193456 DOUGLAS K OLIVER	275.00			
291121	09/01/2020	PRINTED	193713 ORKIN, LLC	5.40			
291122	09/01/2020	PRINTED	211016 PLM LAKE & LAND MANAGEMEN	1,744.17			
291123	09/01/2020	PRINTED	211220 MCLAREN OAKLAND	1,750.00			
291124	09/01/2020	PRINTED	213211 PERCEPTIVE CONTROLS INC	5,874.22			
291125	09/01/2020	PRINTED	213274 PEEERLESS MIDWEST INC	37,710.69			
291126	09/01/2020	PRINTED	213454 NANCY PLASTERER	300.00			
291127	09/01/2020	PRINTED	213580 POSTMA PLUMBING INC	6.00			
291128	09/01/2020	PRINTED	227271 SHANNON SIMPSON	120.00			
291129	09/01/2020	PRINTED	227571 ALLEN CAMPBELL	500.00			
291130	09/01/2020	PRINTED	241008 RKA PETROLEUM COMPANIES,	7,753.40			
291131	09/01/2020	PRINTED	243206 RECORDED BOOKS LLC	107.26			
291132	09/01/2020	PRINTED	251035 SAMS CLUB DIRECT	112.66			
291133	09/01/2020	PRINTED	251232 SEMCOG	3,929.00			
291134	09/01/2020	PRINTED	253309 CAMILLA SHELTON	23.38			
291135	09/01/2020	PRINTED	253452 SKYHAWKS SPORTS ACADEMY I	661.50			
291136	09/01/2020	PRINTED	253954 SYMBOL ARTS	250.00			
291137	09/01/2020	PRINTED	254851 STANDARD INSURANCE COMPAN	6,610.74			
291138	09/01/2020	PRINTED	261201 RONALD TENO	615.00			
291139	09/01/2020	PRINTED	263255 TESTAMERICA LABORATORIES	108.00			
291140	09/01/2020	PRINTED	263737 TRUGREEN	174.80			
291141	09/01/2020	PRINTED	271016 US BANK EQUIPMENT FINANCE	125.82			
291142	09/01/2020	PRINTED	271536 UPS STORE	10.32			
291143	09/01/2020	PRINTED	273533 UNIFIRST CORP	650.24			
291144	09/01/2020	PRINTED	291004 CRAIG WALTZ	3,798.00			
291145	09/01/2020	PRINTED	293120 WATERFORD FOUNDATION FOR	5,277.10			
291146	09/01/2020	PRINTED	293348 WHITLOCK BUSINESS SYSTEMS	4,542.83			
291147	09/01/2020	PRINTED	293355 WILBUR WHITE JR	2,550.00			
291148	09/01/2020	PRINTED	343012 ZAX AUTO WASH	1,100.00			

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FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

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

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291151	09/03/2020	PRINTED	051007 DTE ENERGY	72,755.14			
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FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
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291154	09/09/2020	PRINTED	011188 ALL STAR OFFICIALS ASSOC	528.00			
291155	09/09/2020	PRINTED	011730 ARROW PRINTING	284.80			
291156	09/09/2020	PRINTED	013181 ADLERS TOWING	70.00			
291157	09/09/2020	PRINTED	013666 APOLLO FIRE APPARATUS	74.30			
291158	09/09/2020	PRINTED	013764 SANDRA ASPINALL	331.34			
291159	09/09/2020	PRINTED	013801 AT&T	222.05			
291160	09/09/2020	PRINTED	014474 ALCOHOL DRUG ADMINISTRATI	828.00			
291161	09/09/2020	PRINTED	021079 BAKER & TAYLOR BOOKS	422.35			
291162	09/09/2020	PRINTED	023068 K & Q LAW, PC	242.00			
291163	09/09/2020	PRINTED	023272 MARCEL BENAVIDES	233.00			
291164	09/09/2020	PRINTED	023711 BRILLIANCE PUBLISHING, IN	5.99			
291165	09/09/2020	PRINTED	023732 BRENDDEL'S SEPTIC TANK SER	125.00			
291166	09/09/2020	PRINTED	030070 CARRIE JORISSEN	100.00			
291167	09/09/2020	PRINTED	030074 MICHAEL & ELLEN WATT	100.00			
291168	09/09/2020	PRINTED	030075 DIANA PIETILA	100.00			
291169	09/09/2020	PRINTED	030076 STEPHANIE BYLER	100.00			
291170	09/09/2020	PRINTED	030077 LESLIE WHITE	100.00			
291171	09/09/2020	PRINTED	030078 PAUL OTTO THIEME III	525.00			
291172	09/09/2020	PRINTED	032799 ABOVE BOARD CONSTRUCTION	100.00			
291173	09/09/2020	PRINTED	032843 JCC DESIGNS	100.00			
291174	09/09/2020	PRINTED	033176 COY CONSTRUCTION INC	100.00			
291175	09/09/2020	PRINTED	033884 WALLSIDE INC	100.00			
291176	09/09/2020	PRINTED	034113 BROOK VALLEY HOME INC	100.00			
291177	09/09/2020	PRINTED	038951 P&G BUILDING	400.00			
291178	09/09/2020	PRINTED	041192 CDW GOVERNMENT INC	1,892.60			
291179	09/09/2020	PRINTED	041216 CGS, INC	1,350.00			
291180	09/09/2020	PRINTED	041222 CCLS INC	100.00			
291181	09/09/2020	PRINTED	041460 CLYDES FRAME & WHEEL SERV	1,133.34			
291182	09/09/2020	PRINTED	041495 CMP DISTRIBUTORS INC	247.40			
291183	09/09/2020	PRINTED	043364 AT&T MOBILITY	68.98			
291184	09/09/2020	PRINTED	043626 CONSUMERS ENERGY	344.62			
291185	09/09/2020	PRINTED	043751 CROWN LIFT TRUCKS	81.00			
291186	09/09/2020	PRINTED	043904 COMERICA COMMERCIAL CARD	3,852.34			
291187	09/09/2020	PRINTED	043952 CYNERGY PRODUCTS	85.00			
291188	09/09/2020	PRINTED	044220 CHASE CARD SERVICES	2,302.20			
291189	09/09/2020	PRINTED	051038 DC DENTAL	395.20			
291190	09/09/2020	PRINTED	053253 DTE ENERGY	6,938.87			
291191	09/09/2020	PRINTED	053269 DETROIT WILBERT VAULT COR	1,660.00			
291192	09/09/2020	PRINTED	053963 INACOMP	35,165.11			
291193	09/09/2020	PRINTED	063476 ELECTROCOMM-MICHIGAN, INC	130.00			
291194	09/09/2020	PRINTED	063941 EXCEL INDUSTRIAL ELECTRON	319.17			
291195	09/09/2020	PRINTED	064008 ELECTRONIC MONITORING SYS	635.75			
291196	09/09/2020	PRINTED	073053 BRENDAN BROSNAN	1,076.41			
291197	09/09/2020	PRINTED	083373 FIRESTONE TIRE & SERV CTR	968.20			
291198	09/09/2020	PRINTED	083452 SUBURBAN FORD OF WATERFOR	951.81			
291199	09/09/2020	PRINTED	091835 GUNNERS METERS & PARTS IN	640.00			
291200	09/09/2020	PRINTED	093451 GLOBAL OFFICE SOLUTIONS	22,201.07			
291201	09/09/2020	PRINTED	093565 GOODYEAR AUTO SERV CTR	464.00			
291202	09/09/2020	PRINTED	093608 GOYETTE MECHANICAL CO, IN	5,505.07			
291203	09/09/2020	PRINTED	093705 GRAINGER	1,707.15			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
291204	09/09/2020	PRINTED	093823 GREEN MEADOWS LAWNSCAPE,	1,023.40			
291205	09/09/2020	PRINTED	101950 HYDRO CORP	4,065.00			
291206	09/09/2020	PRINTED	103584 JOHN H HOLMES	300.00			
291207	09/09/2020	PRINTED	103958 TYLER HUTCHINSON	30.00			
291208	09/09/2020	PRINTED	113551 NICHOLS PAPER & SUPPLY CO	508.13			
291209	09/09/2020	PRINTED	121016 JB CONTRACTORS, INC	800.00			
291210	09/09/2020	PRINTED	123023 JAIL ALTERNATIVES FOR MIC	102.00			
291211	09/09/2020	PRINTED	141006 KSM SOLUTIONS, LLC	5,600.00			
291212	09/09/2020	PRINTED	143019 MARSHA KOSMATKA	200.00			
291213	09/09/2020	PRINTED	143022 TODD KALUZYNY	652.00			
291214	09/09/2020	PRINTED	143600 SCOTT C KOZAK	350.00			
291215	09/09/2020	PRINTED	153601 LOCKSMITH AROUND THE CLOC	460.00			
291216	09/09/2020	PRINTED	161072 MAGNOLIA PARK HOA	70.00			
291217	09/09/2020	PRINTED	163282 MEDMUTUAL LIFE	4,832.58			
291218	09/09/2020	PRINTED	163423 MACALLISTER RENTALS	565.00			
291219	09/09/2020	PRINTED	163508 FERGUSON WATERWORKS #3386	3,025.74			
291220	09/09/2020	PRINTED	174620 MPARKS	17,706.00			
291221	09/09/2020	PRINTED	174870 STATE OF MICHIGAN	23,223.24			
291222	09/09/2020	PRINTED	183052 NAPA AUTO PARTS	2,915.88			
291223	09/09/2020	PRINTED	183090 NATIONAL RESTORATION, INC	58,055.93			
291224	09/09/2020	PRINTED	183286 QUADIENT FINANCE USA, INC	118.13			
291225	09/09/2020	PRINTED	183578 NORTH ELECTRIC SUPPLY CO	65.50			
291226	09/09/2020	PRINTED	183952 NYE UNIFORM COMPANY	1,773.50			
291227	09/09/2020	PRINTED	193005 OAKLAND CONSERVATION DIST	40.00			
291228	09/09/2020	PRINTED	193074 21C ADVERTISING	1,551.24			
291229	09/09/2020	PRINTED	193273 OFFICE DEPOT	697.84			
291230	09/09/2020	PRINTED	193713 ORKIN, LLC	443.00			
291231	09/09/2020	PRINTED	204040 OAKLAND COUNTY TREASURER	437.16			
291232	09/09/2020	PRINTED	204040 OAKLAND COUNTY TREASURER	619.31			
291233	09/09/2020	PRINTED	204040 OAKLAND COUNTY TREASURER	828.78			
291234	09/09/2020	PRINTED	204040 OAKLAND COUNTY TREASURER	2,265.00			
291235	09/09/2020	PRINTED	211460 PLANTE & MORAN PLLC	2,000.00			
291236	09/09/2020	PRINTED	213052 MOVEMENT BY MARI ANN	315.00			
291237	09/09/2020	PRINTED	213274 PEERLESS MIDWEST INC	27,434.50			
291238	09/09/2020	PRINTED	213366 PITNEY BOWES RESERVE ACCO	1,500.00			
291239	09/09/2020	PRINTED	213401 PITNEY BOWES GLOBAL FINAN	935.88			
291240	09/09/2020	PRINTED	213454 NANCY PLASTERER	300.00			
291241	09/09/2020	PRINTED	241008 RKA PETROLEUM COMPANIES,	789.89			
291242	09/09/2020	PRINTED	243206 RECORDED BOOKS LLC	166.26			
291243	09/09/2020	PRINTED	243645 LISA ROCHFORD	300.00			
291244	09/09/2020	PRINTED	243664 ROSE PEST SOLUTIONS	48.00			
291245	09/09/2020	PRINTED	253293 HOWARD L SHIFMAN, P.C.	10,000.00			
291246	09/09/2020	PRINTED	253512 SMART START MICHIGAN	2,420.50			
291247	09/09/2020	PRINTED	253568 SOLTIS PLASTICS CORP	91.96			
291248	09/09/2020	PRINTED	253803 KYLE STEWART	137.46			
291249	09/09/2020	PRINTED	254869 STARDUST THEATRE RENTALS	970.00			
291250	09/09/2020	PRINTED	263255 TESTAMERICA LABORATORIES	286.80			
291251	09/09/2020	PRINTED	271762 U.S. POSTMASTER (POSTAGE-	5,000.00			
291252	09/09/2020	PRINTED	271762 U.S. POSTMASTER (POSTAGE-	7,500.00			
291253	09/09/2020	PRINTED	273533 UNIFIRST CORP	405.93			
291254	09/09/2020	PRINTED	274551 UNIVERSAL LIFT PARTS, INC	189.72			
291255	09/09/2020	PRINTED	283242 VERIZON WIRELESS	910.00			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
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291256	09/09/2020	PRINTED	283242 VERIZON WIRELESS	1,534.69			
291257	09/09/2020	PRINTED	283242 VERIZON WIRELESS	1,774.41			
291258	09/09/2020	PRINTED	283243 AMERICAN MESSAGING	155.34			
291259	09/09/2020	PRINTED	291313 WHY TRY, LLC	599.00			
291260	09/09/2020	PRINTED	291365 PRAXAIR DISTRIBUTION INC	34.40			
291261	09/09/2020	PRINTED	291365 PRAXAIR DISTRIBUTION INC	157.97			
291262	09/09/2020	PRINTED	291365 PRAXAIR DISTRIBUTION INC	321.07			
291263	09/09/2020	PRINTED	293044 WATERFORD YOUTH ASSISTANC	5,000.00			
291264	09/09/2020	PRINTED	293079 WATER LANDSCAPES LLC	150.00			
291265	09/09/2020	PRINTED	293348 WHITLOCK BUSINESS SYSTEMS	1,679.42			
291266	09/09/2020	PRINTED	293431 KAYLYN WINGO	25.00			
291267	09/09/2020	PRINTED	293605 WORLDWIDE INTERPRETERS IN	285.18			
291268	09/09/2020	PRINTED	343012 ZAX AUTO WASH	516.00			
291269	09/09/2020	PRINTED	355098 DAKOTA LANTZ	420.00			
291270	09/09/2020	PRINTED	500498 ENVISION WARE	575.00			

119 CHECKS

CASH ACCOUNT TOTAL

304,586.89

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Kim Marklee
9-9-2020