



TOWNSHIP BOARD MEETING
LOCATION: 7527 HIGHLAND ROAD, WHITE LAKE, MI 48383
TUESDAY, JANUARY 17, 2023 – 7:00 PM

White Lake Township | 7525 Highland Rd | White Lake, MI 48383 | Phone: (248) 698-3300 | www.whitelaketwp.com

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENT**
6. **CONSENT AGENDA**
 - A. [REVENUE AND EXPENSES](#)
 - B. [CHECK DISBURSEMENTS](#)
 - C. [APPROVING OPEB ACTUARIAL SERVICES FOR 2022-2023](#)
 - D. [DEPARTMENT REPORT - POLICE](#)
 - E. [DEPARTMENT REPORT - FIRE](#)
 - F. [DEPARTMENT REPORT - COMMUNITY DEVELOPMENT](#)
 - G. [DEPARTMENT REPORT - TREASURER](#)
 - H. [CORRIDOR IMPROVEMENT AUTHORITY - APPOINTEES](#)
 - I. [WINTER CARNIVAL EVENT MEMO - WHITE LAKE CITIZENS LEAGUE](#)
7. **MINUTES**
 - A. [APPROVAL OF MINUTES - SPECIAL BOARD MEETING, DECEMBER 15, 2022](#)
 - B. [APPROVAL OF MINUTES - REGULAR BOARD MEETING, DECEMBER 20, 2022](#)
8. **PRESENTATIONS**
 - A. [FIRE DEPARTMENT 2022 PROMOTIONS AND AWARDS](#)
9. **NEW BUSINESS**
 - A. [REQUEST TO APPROVE WINTER CARNIVAL FIREWORK PERMIT - WHITE LAKE CITIZENS LEAGUE](#)
 - B. [RESOLUTION 23-001; ADOPTION OF PARKS AND RECREATION MASTER PLAN 2023-2027](#)
 - C. [CONSIDERATION OF STANLEY PARK PHASE 1 DESIGN APPROVAL](#)
 - D. [RESOLUTION 23-002; TO APPROVE REQUEST TO THE DEPARTMENT OF NATURAL RESOURCES TO CONDUCT AN INVESTIGATION PROHIBITING HUNTING IN CERTAIN DESIGNATED AREAS](#)
 - E. [REQUEST TO APPROVE AGREEMENT OF DEFERRAL OF SANITARY SEWER ORDINANCE, SECTION 38-514, 836 S. WILLIAMS LAKE ROAD](#)
 - F. [REQUEST TO APPROVE HYDROCOPR COMMERCIAL BACKFLOW PREVENTION SERVICES AGREEMENT](#)



- G. [CONSIDERATION OF AIA B-133 AGREEMENT WITH REDSTONE ARCHITECTS](#)
- H. [CONSIDERATION OF AIA B-133 AGREEMENT WITH STRAUB PETTITT YASTE ARCHITECTS](#)
- I. [FIRST READING; 9400 GALE ROAD REZONING REQUEST](#)

10. OLD BUSINESS

- A. [SECOND READING; FEE ORDINANCE AMENDMENT - ORD #129](#)

11. FYI 9885 CEDAR ISLAND ROAD UPDATE
CIVIC CENTER COMMITTEE UPDATE

12. TRUSTEE COMMENTS

13. ADJOURNMENT

Procedures for accommodations for persons with disabilities: The Township will follow its normal procedures for individuals with disabilities needing accommodations for effective participation in this meeting. **Please contact the Township Clerk's office at (248) 698-3300 X-164 at least two days in advance of the meeting.** An attempt will be made to make reasonable accommodations.

PERIOD ENDING 12/31/2022

Section 6, Item A.

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
TAX COLLECTIONS						
101-000-402.000	CURRENT PROPERTY TAX	0.00	1,186,401.74	1,183,595.00	(2,806.74)	100.24
101-000-403.001	SPECIAL ASSMT STREET LIGHTS	0.00	17,127.43	17,130.00	2.57	99.98
101-000-405.000	TRAILER PARK TAX	852.00	10,211.50	7,500.00	(2,711.50)	136.15
101-000-412.000	DELINQUENT PROPERTY TAX	0.00	7,183.60	0.00	(7,183.60)	100.00
101-000-445.000	PENALTIES	0.00	16,460.79	15,000.00	(1,460.79)	109.74
101-000-445.001	PRIN RESIDENCE DENIALS	0.00	1,215.07	2,000.00	784.93	60.75
TAX COLLECTIONS		852.00	1,238,600.13	1,225,225.00	(13,375.13)	101.09
OTHER LICENSE & PERMITS						
101-000-458.000	OTHER PERMITS	400.00	800.00	0.00	(800.00)	100.00
101-000-459.000	SOLICITOR PERMIT	0.00	270.00	500.00	230.00	54.00
101-000-481.000	DOG LICENSES	2.50	2,297.00	1,200.00	(1,097.00)	191.42
OTHER LICENSE & PERMITS		402.50	3,367.00	1,700.00	(1,667.00)	198.06
TRANSPORTATION						
101-000-542.000	OCPTA FUNDS	0.00	14,763.00	14,763.00	0.00	100.00
101-000-651.000	SENIOR ACTIVITIES	1,397.00	15,646.00	20,000.00	4,354.00	78.23
101-000-652.001	SENIOR CENTER REVENUE	0.00	2,242.84	1,500.00	(742.84)	149.52
TRANSPORTATION		1,397.00	32,651.84	36,263.00	3,611.16	90.04
PLANNING REVENUE						
101-000-608.000	ZONING BOARD OF APPEALS	0.00	9,860.00	6,500.00	(3,360.00)	151.69
101-000-609.000	PLANNING COMMISSION FEES	0.00	7,850.00	4,250.00	(3,600.00)	184.71
101-000-622.000	RE-ZONING APPLICATION FEES	0.00	0.00	4,500.00	4,500.00	0.00
101-000-622.002	PLANNING DEPARTMENT REVIEWS	0.00	11,562.00	2,500.00	(9,062.00)	462.48
101-000-622.003	LANDSCAPING INSPECTION FEES	0.00	3,503.00	750.00	(2,753.00)	467.07
101-000-622.004	PUNCH LIST ADMIN FEES	0.00	7,502.04	2,000.00	(5,502.04)	375.10
101-000-622.005	FINAL BACK CHECK FEES	0.00	0.00	500.00	500.00	0.00
101-000-625.000	SPECIAL MEETING FEES	0.00	0.00	500.00	500.00	0.00
PLANNING REVENUE		0.00	40,277.04	21,500.00	(18,777.04)	187.34
STATE SHARED						
101-000-576.000	STATE SHARED REV-CONSTITUTIONA	604,524.00	3,539,961.00	2,500,000.00	(1,039,961.00)	141.60
STATE SHARED		604,524.00	3,539,961.00	2,500,000.00	(1,039,961.00)	141.60
FEES FOR SERVICES						
101-000-621.000	PLATTING & LOT SPLIT FEES	0.00	880.00	2,000.00	1,120.00	44.00
101-000-623.000	N S F FEE	0.00	600.00	500.00	(100.00)	120.00
101-000-627.000	DUPLICATING & PHOTOSTAT	1,076.14	1,686.49	350.00	(1,336.49)	481.85
101-000-643.000	CEMETERY LOTS	600.00	8,000.00	15,000.00	7,000.00	53.33
101-000-644.000	GRAVESITE OPENINGS/CLOSINGS	500.00	14,050.00	20,000.00	5,950.00	70.25
101-000-644.001	MONUMENT FOUNDATIONS/BRICK PAVERS	0.00	7,573.00	10,000.00	2,427.00	75.73
101-000-650.000	OTHER MAPS, CODES, ETC	0.00	71.00	50.00	(21.00)	142.00
101-000-654.000	OC ENHANCED REVENUE	0.00	9,078.16	2,000.00	(7,078.16)	453.91
101-000-689.000	SUMMER TAX COLLECTION REIMB	0.00	82,394.17	75,000.00	(7,394.17)	109.86
101-000-695.001	OTHER CABLE TV	0.00	509,320.33	500,000.00	(9,320.33)	101.86
101-000-695.002	ADMINISTRATIVE FEES	0.00	32.00	1,200.00	1,168.00	2.67
101-000-695.003	ADMIN FEES - GARBAGE FUND	96,106.31	96,106.31	96,076.00	(30.31)	100.03
101-000-695.004	ADMIN FEES - TRUST & AGENCY	1,055.01	21,059.69	25,000.00	3,940.31	84.00
101-000-695.005	ADMIN FEES	0.00	1,025.40	0.00	(1,025.40)	100.00
101-000-695.007	ADMIN FEE SPECIAL ASSESSMENTS	156.16	524.16	5,000.00	4,475.84	10.00

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Fund 101 - GENERAL FUND						
Revenues						
101-000-695.008	ADMIN FEES	0.00	312.12	0.00	(312.12)	100.00
FEEES FOR SERVICES		99,493.62	752,712.83	752,176.00	(536.83)	100.07
ORDINANCE FINES						
101-000-656.000	ORDINANCE FINES	0.00	1,795.00	0.00	(1,795.00)	100.00
ORDINANCE FINES		0.00	1,795.00	0.00	(1,795.00)	100.00
MISCELLANEOUS						
101-000-393.000	FUND BALANCE - DESIGNATED	0.00	0.00	4,650,418.00	4,650,418.00	0.00
101-000-530.001	FEDERAL GRANTS	0.00	18,967.00	99,000.00	80,033.00	19.16
101-000-531.000	OTHER GRANTS	0.00	9,256.85	5,527.00	(3,729.85)	167.48
101-000-575.001	METRO ACT REVENUE	0.00	25,511.30	16,000.00	(9,511.30)	159.45
101-000-590.000	CASH BONDS CONTRIBUTIONS	0.00	0.00	600,000.00	600,000.00	0.00
101-000-590.001	GRINDERS-CONTRIBUTIONS	0.00	0.00	300,000.00	300,000.00	0.00
101-000-664.000	INTEREST INCOME	10,625.26	84,793.30	20,000.00	(64,793.30)	423.97
101-000-664.001	INTEREST - TRUST AND AGENCY	0.00	2,207.37	2,000.00	(207.37)	110.37
101-000-673.000	SALE OF FIXED ASSETS	0.00	61.00	0.00	(61.00)	100.00
101-000-676.000	ELECTION-REIMBURSEMENT	0.00	9,916.50	0.00	(9,916.50)	100.00
101-000-677.000	POSTAGE REVENUE	20.35	65.71	100.00	34.29	65.71
101-000-678.000	MISCELLANEOUS	2,642.61	34,714.55	2,000.00	(32,714.55)	1,735.73
101-000-695.000	OTHER SUNDRY	25.00	5,909.99	500.00	(5,409.99)	1,182.00
MISCELLANEOUS		13,313.22	191,403.57	5,695,545.00	5,504,141.43	3.36
REFUNDS & REBATES						
101-000-690.000	INSURANCE REBATES/CLAIMS	0.00	850.00	0.00	(850.00)	100.00
REFUNDS & REBATES		0.00	850.00	0.00	(850.00)	100.00
RENTS						
101-000-667.001	RENT COMMUNITY HALL	0.00	3,370.00	500.00	(2,870.00)	674.00
101-000-667.005	RENT-ORMOND RD TOWER	0.00	13,302.25	12,000.00	(1,302.25)	110.85
RENTS		0.00	16,672.25	12,500.00	(4,172.25)	133.38
TOTAL REVENUES		719,982.34	5,818,290.66	10,244,909.00	4,426,618.34	56.79
Expenditures						
TOWNSHIP BOARD						
101-101-703.000	SALARIES TRUSTEES	0.00	37,431.28	41,200.00	3,768.72	90.85
101-101-710.000	FEES & PER DIEM	3,860.96	10,825.85	17,000.00	6,174.15	63.68
101-101-715.000	SOCIAL SECURITY	272.01	3,166.23	3,160.00	(6.23)	100.20
101-101-716.000	HOSPITAL & OPTICAL INS	0.00	0.00	150.00	150.00	0.00
101-101-717.000	GROUP LIFE INSURANCE	31.40	376.80	500.00	123.20	75.36
101-101-719.000	WORKERS' COMP INSURANCE	0.00	71.50	120.00	48.50	59.58
101-101-801.000	PROFESSIONAL FEES - ACTUARIAL	0.00	5,250.00	8,000.00	2,750.00	65.63
101-101-801.001	PROFESSIONAL FEES	0.00	0.00	10,000.00	10,000.00	0.00
101-101-807.000	AUDIT FEES	0.00	41,875.00	35,000.00	(6,875.00)	119.64
101-101-860.000	CONFERENCES & MILEAGE	0.00	1,883.20	4,000.00	2,116.80	47.08
101-101-957.000	SUBSCRIPTIONS	0.00	0.00	500.00	500.00	0.00
101-101-958.000	MEMBERSHIPS & DUES	405.00	16,585.74	17,000.00	414.26	97
101-101-962.000	MISCELLANEOUS	63.00	193.00	13,000.00	12,807.00	1
TOWNSHIP BOARD		4,632.37	117,658.60	149,630.00	31,971.40	78

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Fund 101 - GENERAL FUND						
Expenditures						
SUPERVISOR						
101-171-703.000	SALARIES SUPERVISOR	7,246.80	93,786.32	94,960.00	1,173.68	98.76
101-171-704.000	SALARIES, ADMIN ASSISTANT	5,158.66	67,812.91	67,815.00	2.09	100.00
101-171-706.000	SALARIES CLERICAL	3,852.16	50,797.47	51,630.00	832.53	98.39
101-171-708.000	SALARIES HR WAGES	6,415.66	88,433.56	88,430.00	(3.56)	100.00
101-171-709.000	OVERTIME	1,836.29	4,978.12	2,000.00	(2,978.12)	248.91
101-171-715.000	SOCIAL SECURITY	1,846.76	22,721.93	23,265.00	543.07	97.67
101-171-716.000	HOSP & OPTICAL INSURANCE	6,143.88	76,583.80	101,750.00	25,166.20	75.27
101-171-717.000	GROUP LIFE INSURANCE	31.44	376.80	435.00	58.20	86.62
101-171-718.000	PENSION	9,920.10	127,853.30	127,000.00	(853.30)	100.67
101-171-718.001	HEALTH CARE SAVINGS PROGRAM	200.00	2,400.00	2,400.00	0.00	100.00
101-171-719.000	WORKERS COMP INSURANCE	0.00	559.44	1,085.00	525.56	51.56
101-171-722.000	UNEMPLOYMENT INSURANCE	0.00	575.83	810.00	234.17	71.09
101-171-724.000	DENTAL INSURANCE	315.54	3,649.36	4,625.00	975.64	78.91
101-171-853.000	CELLULAR PHONE	31.73	484.21	800.00	315.79	60.53
101-171-864.000	CONFERENCES & MEETINGS	0.00	1,142.64	1,400.00	257.36	81.62
101-171-931.000	HR SERVICES ALLOCATION	(120,450.00)	(120,450.00)	(120,360.00)	90.00	100.07
101-171-957.000	SUBSCRIPTIONS	0.00	0.00	100.00	100.00	0.00
101-171-958.000	MEMBERSHIPS & DUES	200.00	529.00	400.00	(129.00)	132.25
101-171-959.000	COMMUNITY COMMUNICATIONS	0.00	2,747.52	20,000.00	17,252.48	13.74
101-171-960.000	TRAINING	0.00	0.00	300.00	300.00	0.00
101-171-960.001	TRAINING-HR	0.00	0.00	2,000.00	2,000.00	0.00
101-171-962.000	MISCELLANEOUS	0.00	237.75	500.00	262.25	47.55
SUPERVISOR		(77,251.02)	425,219.96	471,345.00	46,125.04	90.21
ELECTIONS						
101-191-706.000	PART TIME ELECTIONS	0.00	9,438.25	18,000.00	8,561.75	52.43
101-191-709.001	OVERTIME ELECTIONS	439.44	21,284.17	18,000.00	(3,284.17)	118.25
101-191-710.000	FEES & PER DIEM	82.70	43,612.70	40,010.00	(3,602.70)	109.00
101-191-715.000	SOCIAL SECURITY	0.00	1,724.68	2,750.00	1,025.32	62.72
101-191-722.000	UNEMPLOYMENT INSURANCE	0.00	203.26	700.00	496.74	29.04
101-191-730.000	POSTAGE-ELECTIONS	116.12	18,777.88	18,700.00	(77.88)	100.42
101-191-740.000	OPERATING SUPPLIES	0.00	40,452.33	41,100.00	647.67	98.42
101-191-860.000	MILEAGE	0.00	106.25	800.00	693.75	13.28
101-191-903.000	LEGAL NOTICES	0.00	4,353.40	4,400.00	46.60	98.94
101-191-934.000	EQUIPMENT MAINTENANCE	0.00	16,686.20	20,630.00	3,943.80	80.88
101-191-962.000	MISCELLANEOUS	0.00	658.89	1,850.00	1,191.11	35.62
101-191-977.000	EQUIPMENT ACQUISITIONS	0.00	109,446.71	109,700.00	253.29	99.77
ELECTIONS		638.26	266,744.72	276,640.00	9,895.28	96.42
ACCOUNTING						
101-192-701.000	SALARIES SENIOR ACCOUNT MANAGER	7,606.20	101,280.93	102,330.00	1,049.07	98.97
101-192-702.000	SALARIES BOOKKEEPER	8,882.51	73,602.91	72,535.00	(1,067.91)	101.47
101-192-709.000	OVERTIME	266.47	1,023.36	1,000.00	(23.36)	102.34
101-192-715.000	SOCIAL SECURITY	1,281.76	12,356.85	13,460.00	1,103.15	91.80
101-192-716.000	HOSP & OPTICAL INSURANCE	1,315.65	16,538.90	17,600.00	1,061.10	93.97
101-192-717.000	GROUP LIFE INSURANCE	15.70	188.40	220.00	31.60	85.64
101-192-718.000	PENSION	5,556.91	55,319.67	54,300.00	(1,019.67)	101.88
101-192-719.000	WORKERS COMP INSURANCE	0.00	429.65	660.00	230.35	65.10
101-192-722.000	UNEMPLOYMENT INSURANCE	0.00	381.16	540.00	158.84	70.59
101-192-724.000	DENTAL INSURANCE	67.00	784.16	800.00	15.84	98.02
101-192-957.000	SUBSCRIPTIONS	0.00	33.00	75.00	42.00	44.00
101-192-958.000	MEMBERSHIPS & DUES	0.00	400.00	450.00	50.00	88.89
101-192-960.000	TRAINING	0.00	0.00	300.00	300.00	0.00
101-192-962.000	MISCELLANEOUS	0.00	0.00	200.00	200.00	0.00

User: EHomeister
DB: White Lake Twp

PERIOD ENDING 12/31/2022

Section 6, Item A.

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
ACCOUNTING		24,992.20	262,338.99	264,470.00	2,131.01	99.19
ASSESSING						
101-209-706.001	SALARIES ASSESSOR	7,391.85	141,257.71	149,830.00	8,572.29	94.28
101-209-706.002	SALARIES PROPERTY APPRAISER	9,576.31	123,549.88	124,055.00	505.12	99.59
101-209-706.003	SALARIES CLERICAL	3,729.91	43,263.36	55,600.00	12,336.64	77.81
101-209-707.000	SALARIES PART TIME	2,407.35	33,809.24	33,000.00	(809.24)	102.45
101-209-709.000	OVERTIME	111.90	3,961.78	5,000.00	1,038.22	79.24
101-209-715.000	SOCIAL SECURITY	1,762.96	26,006.20	28,110.00	2,103.80	92.52
101-209-716.000	HOSP & OPTICAL INSURANCE	7,266.42	94,484.36	96,250.00	1,765.64	98.17
101-209-717.000	GROUP LIFE INSURANCE	31.40	353.25	435.00	81.75	81.21
101-209-718.000	PENSION	1,782.85	35,705.64	55,000.00	19,294.36	64.92
101-209-718.001	HEALTH CARE SAVINGS PROGRAM	300.00	3,400.00	3,600.00	200.00	94.44
101-209-719.000	WORKERS COMP INSURANCE	0.00	1,227.39	2,950.00	1,722.61	41.61
101-209-722.000	UNEMPLOYMENT INSURANCE	0.00	1,540.82	2,000.00	459.18	77.04
101-209-724.000	DENTAL INSURANCE	438.84	4,656.86	3,475.00	(1,181.86)	134.01
101-209-801.000	PROFESSIONAL SERVICES	0.00	0.00	30,000.00	30,000.00	0.00
101-209-818.000	OC SOFTWARE SUPPORT FEES	0.00	1,832.34	2,000.00	167.66	91.62
101-209-820.000	LEGAL FEES	0.00	564.88	8,000.00	7,435.12	7.06
101-209-864.000	CONFERENCES & MEETINGS	0.00	170.00	200.00	30.00	85.00
101-209-903.000	LEGAL NOTICES	0.00	0.00	1,500.00	1,500.00	0.00
101-209-957.000	SUBSCRIPTIONS	0.00	0.00	200.00	200.00	0.00
101-209-958.000	MEMBERSHIPS & DUES	380.00	1,100.00	1,500.00	400.00	73.33
101-209-960.000	TRAINING	0.00	1,165.00	1,000.00	(165.00)	116.50
101-209-962.000	MISCELLANEOUS	0.00	691.73	1,000.00	308.27	69.17
ASSESSING		35,179.79	518,740.44	604,705.00	85,964.56	85.78
LEGAL FEES						
101-210-826.000	LEGAL FEES	6,892.00	68,320.50	80,000.00	11,679.50	85.40
101-210-826.001	TAX TRIBUNAL REFUNDS	0.00	2,843.92	2,000.00	(843.92)	142.20
101-210-826.002	LEGAL FEES-ORDINANCE	0.00	10,856.50	30,000.00	19,143.50	36.19
LEGAL FEES		6,892.00	82,020.92	112,000.00	29,979.08	73.23
CLERK						
101-215-703.000	SALARIES CLERK	6,731.86	87,122.06	87,520.00	397.94	99.55
101-215-704.000	SALARIES DEPUTY CLERK	5,611.05	73,245.95	73,699.00	453.05	99.39
101-215-706.001	SALARIES CLERICAL	8,298.46	112,701.25	110,273.00	(2,428.25)	102.20
101-215-709.000	OVERTIME	1,506.00	1,606.37	500.00	(1,106.37)	321.27
101-215-715.000	SOCIAL SECURITY	1,802.07	21,863.48	20,810.00	(1,053.48)	105.06
101-215-716.000	HOSP & OPTICAL INSURANCE	6,629.78	66,964.19	83,800.00	16,835.81	79.91
101-215-717.000	GROUP LIFE INSURANCE	31.40	376.80	435.00	58.20	86.62
101-215-718.000	PENSION	10,017.18	129,715.12	126,700.00	(3,015.12)	102.38
101-215-718.001	HEALTH CARE SAVINGS PROGRAM	632.02	7,586.80	7,560.00	(26.80)	100.35
101-215-719.000	WORKERS COMP INSURANCE	0.00	538.01	1,090.00	551.99	49.36
101-215-722.000	UNEMPLOYMENT INSURANCE	0.00	778.12	1,010.00	231.88	77.04
101-215-724.000	DENTAL INSURANCE	315.54	3,692.96	3,725.00	32.04	99.14
101-215-853.000	CELLULAR PHONE	63.46	979.46	0.00	(979.46)	100.00
101-215-860.000	MILEAGE	0.00	272.61	0.00	(272.61)	100.00
101-215-864.000	CONFERENCES & MEETINGS	0.00	5,548.94	6,000.00	451.06	92.48
101-215-903.000	LEGAL NOTICES	268.61	9,223.70	10,000.00	776.30	92.24
101-215-957.000	SUBSCRIPTIONS	0.00	0.00	630.00	630.00	0.00
101-215-958.000	MEMBERSHIPS & DUES	225.00	390.00	790.00	400.00	49.38
101-215-960.000	TRAINING	1,950.00	3,201.75	3,300.00	98.25	97.19
101-215-962.000	MISCELLANEOUS	0.00	316.52	400.00	83.48	79.12

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
CLERK		44,082.43	526,124.09	538,242.00	12,117.91	97.75
BOARD OF REVIEW						
101-247-710.000	FEES & PER DIEM	200.00	1,650.00	2,500.00	850.00	66.00
101-247-864.000	CONFERENCES & MEETINGS	0.00	0.00	150.00	150.00	0.00
101-247-903.000	LEGAL PUBLICATIONS	0.00	167.73	500.00	332.27	33.55
BOARD OF REVIEW		200.00	1,817.73	3,150.00	1,332.27	57.71
POSTAGE & MAILING						
101-248-730.000	POSTAGE	4,621.95	22,904.30	25,000.00	2,095.70	91.62
101-248-934.000	EQUIPMENT MAINTENANCE-POSTAGE METER	0.00	1,430.87	2,000.00	569.13	71.54
101-248-946.000	POSTAGE METER RENTAL	0.00	0.00	800.00	800.00	0.00
POSTAGE & MAILING		4,621.95	24,335.17	27,800.00	3,464.83	87.54
OFFICE SUPPLIES						
101-249-727.000	OFFICE SUPPLIES	2,633.86	40,392.18	40,000.00	(392.18)	100.98
OFFICE SUPPLIES		2,633.86	40,392.18	40,000.00	(392.18)	100.98
TREASURER						
101-253-703.000	SALARIES TREASURER	6,731.86	87,122.06	87,520.00	397.94	99.55
101-253-704.000	SALARIES DEPUTY TREASURER	5,611.06	72,212.00	73,695.00	1,483.00	97.99
101-253-706.001	SALARIES CLERICAL FT	9,018.15	114,657.34	117,075.00	2,417.66	97.93
101-253-709.000	OVERTIME	246.18	410.23	500.00	89.77	82.05
101-253-715.000	SOCIAL SECURITY	1,620.89	20,351.20	21,310.00	958.80	95.50
101-253-716.000	HOSP & OPTICAL INSURANCE	4,879.20	86,651.76	101,600.00	14,948.24	85.29
101-253-717.000	GROUP LIFE INSURANCE	31.40	376.80	435.00	58.20	86.62
101-253-718.000	PENSION	8,890.73	114,050.97	114,300.00	249.03	99.78
101-253-718.001	HEALTH CARE SAVINGS PROGRAM	396.40	4,901.27	3,800.00	(1,101.27)	128.98
101-253-719.000	WORKERS COMP INSURANCE	0.00	565.83	1,085.00	519.17	52.15
101-253-722.000	UNEMPLOYMENT INSURANCE	0.00	578.82	810.00	231.18	71.46
101-253-724.000	DENTAL INSURANCE	315.54	4,067.39	4,625.00	557.61	87.94
101-253-818.000	OC SOFTWARE SUPPORT FEES	0.00	2,254.78	2,500.00	245.22	90.19
101-253-860.000	MILEAGE	0.00	352.74	300.00	(52.74)	117.58
101-253-864.000	CONFERENCES & MEETINGS	0.00	1,840.61	2,500.00	659.39	73.62
101-253-903.000	LEGAL NOTICES	0.00	148.20	100.00	(48.20)	148.20
101-253-958.000	MEMBERSHIPS & DUES	0.00	553.00	1,000.00	447.00	55.30
101-253-960.000	TRAINING	0.00	0.00	500.00	500.00	0.00
101-253-962.000	MISCELLANEOUS	0.00	0.00	1,000.00	1,000.00	0.00
TREASURER		37,741.41	511,095.00	534,655.00	23,560.00	95.59
TOWNSHIP HALL & GROUNDS						
101-265-706.000	SALARIES MAINTENANCE	3,608.76	53,582.18	56,000.00	2,417.82	95.68
101-265-707.000	SALARIES CUSTODIAN	1,040.12	42,940.22	45,975.00	3,034.78	93.40
101-265-708.000	PART TIME MAINTENANCE	0.00	0.00	36,000.00	36,000.00	0.00
101-265-709.000	OVERTIME	1,562.91	6,426.46	8,000.00	1,573.54	80.33
101-265-715.000	SOCIAL SECURITY	470.83	7,635.71	11,300.00	3,664.29	67.57
101-265-716.000	HOSP & OPTICAL INSURANCE	3,377.79	31,206.86	35,300.00	4,093.14	88.40
101-265-717.000	GROUP LIFE INSURANCE	15.70	188.40	220.00	31.60	85.64
101-265-718.000	PENSION	667.18	17,632.71	18,500.00	867.29	95.31
101-265-718.001	HEALTH CARE SAVINGS PROGRAM	100.00	1,200.00	1,200.00	0.00	100.00
101-265-719.000	WORKERS COMP INSURANCE	0.00	3,085.43	5,400.00	2,314.57	57.88
101-265-722.000	UNEMPLOYMENT INSURANCE	0.00	522.77	1,440.00	917.23	36.00
101-265-724.000	DENTAL INSURANCE	96.12	1,191.96	1,125.00	(66.96)	105.99

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-265-853.000	TELEPHONE	959.76	14,617.52	12,000.00	(2,617.52)	121.81
101-265-863.000	VEHICLE MAINTENANCE	234.18	4,304.29	8,000.00	3,695.71	53.80
101-265-867.000	GASOLINE	1,621.99	12,829.58	6,000.00	(6,829.58)	213.83
101-265-910.000	INSURANCE	0.00	58,197.72	58,000.00	(197.72)	100.34
101-265-921.001	ELECTRIC TWP HALL	2,557.97	30,789.49	40,000.00	9,210.51	76.97
101-265-922.000	UTILITIES-TWP HALL	0.00	6,460.18	6,000.00	(460.18)	107.67
101-265-923.000	HEAT TWP HALL	1,811.02	6,665.70	6,200.00	(465.70)	107.51
101-265-931.001	BLDG MAINTENANCE & SUPPLIES	6,737.56	50,306.87	42,000.00	(8,306.87)	119.78
101-265-931.002	GROUNDS MAINTENANCE	1,410.00	14,021.78	25,000.00	10,978.22	56.09
101-265-931.003	BLDG EQUIP MAINTENANCE	82.96	17,816.15	24,000.00	6,183.85	74.23
101-265-933.000	GROUNDS EQUIP MAINTENANCE	1,053.18	7,631.14	7,500.00	(131.14)	101.75
101-265-934.000	OFFICE EQUIP MAINTENANCE	0.00	492.39	3,000.00	2,507.61	16.41
101-265-940.000	TOWNSHIP RECORD RETENTION COSTS	120.45	1,502.71	3,000.00	1,497.29	50.09
101-265-971.000	TECHNOLOGY EQUIPMENT	266.94	59,455.32	110,000.00	50,544.68	54.05
101-265-974.000	IMPROVEMENTS & BETTERMENTS	10,455.00	45,737.42	165,000.00	119,262.58	27.72
101-265-977.000	EQUIPMENT ACQUISITIONS	11,000.00	55,817.29	110,000.00	54,182.71	50.74
TOWNSHIP HALL & GROUNDS		49,250.42	552,258.25	846,160.00	293,901.75	65.27
CEMETERY						
101-276-910.000	INSURANCE	0.00	62.41	200.00	137.59	31.21
101-276-921.000	ELECTRIC OXBOW	21.69	206.29	200.00	(6.29)	103.15
101-276-921.001	ELECTRIC WHITE LAKE	29.58	376.83	300.00	(76.83)	125.61
101-276-932.000	CEMETERY MAINT	2,450.00	28,472.26	30,000.00	1,527.74	94.91
101-276-935.000	CEMETERY-GRAVESITE OPENING/CLOSINGS	2,150.00	17,050.00	18,000.00	950.00	94.72
101-276-936.000	CEMETERY FOUNDATIONS/MONUMENTS EXPENSE	0.00	5,661.30	9,000.00	3,338.70	62.90
101-276-962.000	MISCELLANEOUS	0.00	0.00	400.00	400.00	0.00
101-276-974.000	LAND IMPROVEMENTS	0.00	0.00	5,000.00	5,000.00	0.00
CEMETERY		4,651.27	51,829.09	63,100.00	11,270.91	82.14
OTHER TOWNSHIP PROPERTIES						
101-269-853.001	TELEPHONE FISK FARM	0.00	244.17	360.00	115.83	67.83
101-269-910.001	INSURANCE COMM HALL	0.00	564.90	1,000.00	435.10	56.49
101-269-910.004	INSURANCE FISK	0.00	1,931.63	2,800.00	868.37	68.99
101-269-910.008	INSURANCE-ANNEX	0.00	6,080.56	7,500.00	1,419.44	81.07
101-269-921.001	ELECTRIC COMM HALL	69.45	820.21	700.00	(120.21)	117.17
101-269-921.004	ELECTRIC FISK	307.11	1,619.57	1,800.00	180.43	89.98
101-269-921.006	M59/BOGIE PROP STREET LIGHT	140.80	1,709.18	1,300.00	(409.18)	131.48
101-269-921.011	ELECTRIC-TWP ANNEX	780.64	6,824.83	10,000.00	3,175.17	68.25
101-269-922.004	UTILITIES FISK	0.00	1,702.16	1,800.00	97.84	94.56
101-269-922.010	UTILITIES-TWP ANNEX	0.00	1,481.31	4,000.00	2,518.69	37.03
101-269-923.001	HEAT COMM HALL	549.20	1,980.83	2,000.00	19.17	99.04
101-269-923.004	HEAT FISK	425.67	1,735.89	1,200.00	(535.89)	144.66
101-269-923.011	GAS-TWP ANNEX	1,704.51	6,008.33	5,000.00	(1,008.33)	120.17
101-269-931.001	BLDG MAINT COMM HALL	245.30	6,720.46	3,000.00	(3,720.46)	224.02
101-269-931.004	BLDG EQUIPMENT MAINT COMM HALL	0.00	476.70	500.00	23.30	95.34
101-269-931.007	BLDG MAINT FISK	0.00	1,835.00	7,000.00	5,165.00	26.21
101-269-931.008	EQUIP MAINT FISK	58.50	1,049.00	1,000.00	(49.00)	104.90
101-269-931.010	BLDG MAINTENANCE - 2444 PORTER RD	0.00	0.00	10,000.00	10,000.00	0.00
101-269-931.013	BUILDING MAINTENANCE-TWP ANNEX	2,251.34	20,340.02	8,000.00	(12,340.02)	254.25
101-269-931.014	10895 ELIZABETH LK PROPERTY MAINTENANCE	0.00	0.00	5,000.00	5,000.00	0.00
101-269-932.000	ANNEX GROUND MAINTENANCE	0.00	0.00	2,500.00	2,500.00	0.00
101-269-962.000	MISCELLANEOUS	0.00	484.04	500.00	15.96	96.81
101-269-971.000	PROPERTY ACQUISITIONS	5,304.52	276,631.22	285,000.00	8,368.78	97.8
OTHER TOWNSHIP PROPERTIES		11,837.04	340,240.01	361,960.00	21,719.99	94.8

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
HEALTH & WELFARE						
101-285-801.000	ENVIRONMENTAL PROFESSIONAL SERVICES	0.00	8,450.70	12,000.00	3,549.30	70.42
HEALTH & WELFARE		0.00	8,450.70	12,000.00	3,549.30	70.42
PLANNING						
101-402-706.001	COMMUNITY DEVELOPMENT DIRECTOR	7,915.96	103,542.19	103,005.00	(537.19)	100.52
101-402-706.002	SALARIES CLERICAL	4,394.06	57,064.26	54,851.00	(2,213.26)	104.04
101-402-707.000	SALARIES STAFF PLANNER	5,718.00	74,425.26	74,325.00	(100.26)	100.13
101-402-709.000	OVERTIME	683.38	4,814.49	6,000.00	1,185.51	80.24
101-402-710.000	PLANNING/ZBA BOARD FEES	1,585.00	10,665.00	11,000.00	335.00	96.95
101-402-715.000	SOCIAL SECURITY	1,776.50	18,958.54	18,400.00	(558.54)	103.04
101-402-716.000	HOSP & OPTICAL INSURANCE	5,830.35	28,098.83	26,550.00	(1,548.83)	105.83
101-402-717.000	GROUP LIFE INSURANCE	23.55	282.60	325.00	42.40	86.95
101-402-718.000	PENSION	3,960.92	41,548.32	34,740.00	(6,808.32)	119.60
101-402-718.001	HEALTH CARE SAVINGS PROGRAM	200.00	2,400.00	2,400.00	0.00	100.00
101-402-719.000	WORKERS COMP INSURANCE	0.00	960.93	2,110.00	1,149.07	45.54
101-402-722.000	UNEMPLOYMENT INSURANCE	0.00	573.04	810.00	236.96	70.75
101-402-724.000	DENTAL INSURANCE	205.83	2,284.88	725.00	(1,559.88)	315.16
101-402-729.000	PRINTING	0.00	0.00	1,500.00	1,500.00	0.00
101-402-757.000	OPERATING SUPPLIES	0.00	0.00	600.00	600.00	0.00
101-402-801.000	PROFESSIONAL FEES	937.50	17,480.50	46,000.00	28,519.50	38.00
101-402-853.000	CELLULAR PHONE	62.85	973.02	1,300.00	326.98	74.85
101-402-864.000	CONFERENCES & MEETINGS	0.00	1,155.00	3,900.00	2,745.00	29.62
101-402-903.000	LEGAL NOTICES	351.98	7,475.29	3,750.00	(3,725.29)	199.34
101-402-910.000	INSURANCE	0.00	5,611.03	4,200.00	(1,411.03)	133.60
101-402-957.000	SUBSCRIPTIONS	0.00	0.00	700.00	700.00	0.00
101-402-958.000	MEMBERSHIPS & DUES	0.00	1,854.00	2,200.00	346.00	84.27
101-402-960.000	TRAINING	0.00	0.00	4,100.00	4,100.00	0.00
101-402-962.000	MISCELLANEOUS	0.00	87.00	500.00	413.00	17.40
PLANNING		33,645.88	380,254.18	403,991.00	23,736.82	94.12
HIGHWAYS & STREETS						
101-446-930.000	TRAFFIC SIGNAL MAINTENANCE	0.00	358.32	1,000.00	641.68	35.83
101-448-926.000	STREET LIGHTING	3,635.24	36,746.92	65,000.00	28,253.08	56.53
101-451-970.000	ROAD CONSTRUCTION/TRI PARTY	0.00	183,001.80	212,500.00	29,498.20	86.12
HIGHWAYS & STREETS		3,635.24	220,107.04	278,500.00	58,392.96	79.03
TRANSPORTATION						
101-672-716.000	HOSP & OPTICAL INSURANCE	0.00	(100.00)	0.00	100.00	100.00
101-672-757.000	OPERATING SUPPLIES	375.00	503.36	550.00	46.64	91.52
101-672-880.000	WOTA PARTICIPATION	0.00	234,763.00	234,763.00	0.00	100.00
TRANSPORTATION		375.00	235,166.36	235,313.00	146.64	99.94
SENIOR CENTER						
101-757-703.000	SALARIES SENIOR DIRECTOR	5,178.31	60,157.77	58,735.00	(1,422.77)	102.42
101-757-704.000	SALARIES PROGRAM DEVELOPER	3,913.36	51,623.62	51,650.00	26.38	99.95
101-757-709.000	OVERTIME	39.13	39.13	500.00	460.87	7.83
101-757-715.000	SOCIAL SECURITY	698.50	8,416.70	8,525.00	108.30	98.73
101-757-716.000	HOSP & OPTICAL INSURANCE	4,506.26	42,342.00	43,000.00	658.00	98.47
101-757-717.000	GROUP LIFE INSURANCE	15.70	188.40	220.00	31.60	85.64
101-757-718.000	PENSION	2,349.05	21,842.88	19,040.00	(2,802.88)	114.9
101-757-718.001	HEALTH CARE SAVINGS PROGRAM	100.00	1,200.00	1,200.00	0.00	100.00
101-757-719.000	WORKERS COMP INSURANCE	0.00	270.59	680.00	409.41	39.93

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-757-722.000	UNEMPLOYMENT INSURANCE	0.00	386.80	540.00	153.20	71.63
101-757-724.000	DENTAL INSURANCE	125.24	1,465.76	1,450.00	(15.76)	101.09
101-757-751.000	SENIOR ACTIVITIES	2,578.36	21,468.60	33,000.00	11,531.40	65.06
101-757-757.000	OPERATING SUPPLIES	22.13	1,514.04	2,000.00	485.96	75.70
101-757-853.000	TELEPHONE	78.93	1,693.93	3,000.00	1,306.07	56.46
101-757-860.000	MILEAGE	26.25	102.51	0.00	(102.51)	100.00
101-757-864.000	CONFERENCES & MEETINGS	0.00	0.00	500.00	500.00	0.00
101-757-910.000	INSURANCE	0.00	2,498.53	3,350.00	851.47	74.58
101-757-921.000	ELECTRIC	461.58	5,708.85	5,000.00	(708.85)	114.18
101-757-922.000	UTILITIES	0.00	2,267.96	2,000.00	(267.96)	113.40
101-757-923.000	HEAT	580.00	2,378.36	2,300.00	(78.36)	103.41
101-757-931.000	BUILDING MAINTENANCE	2,044.61	10,671.33	10,000.00	(671.33)	106.71
101-757-957.000	SUBSCRIPTIONS	0.00	0.00	150.00	150.00	0.00
101-757-958.000	MEMBERSHIPS & DUES	0.00	75.00	150.00	75.00	50.00
101-757-962.000	MISCELLANEOUS	108.54	133.54	1,500.00	1,366.46	8.90
101-757-976.000	ADD & IMPROVEMENTS	0.00	2,099.00	7,000.00	4,901.00	29.99
SENIOR CENTER		22,825.95	238,545.30	255,490.00	16,944.70	93.37
RETIREE BENEFITS						
101-863-730.000	RETIREE HEALTH INSURANCE	7,231.31	99,615.83	100,000.00	384.17	99.62
101-863-730.003	OPEB FUNDING	0.00	270,000.00	270,000.00	0.00	100.00
RETIREE BENEFITS		7,231.31	369,615.83	370,000.00	384.17	99.90
OTHER						
101-299-956.000	UNALLOCATED MISCELLANEOUS	737.13	12,468.79	15,000.00	2,531.21	83.13
101-863-801.000	PAYROLL SERVICE	1,151.73	19,068.79	25,000.00	5,931.21	76.28
101-906-991.000	PRINCIPAL-CAPITAL LEASE	0.00	5,653.86	6,200.00	546.14	91.19
101-906-995.000	INTEREST-CAPITAL LEASE	0.00	429.14	750.00	320.86	57.22
101-965-999.003	TRANSFER TO IMPROV REVOLVING	0.00	3,304,147.96	3,304,148.00	0.04	100.00
OTHER		1,888.86	3,341,768.54	3,351,098.00	9,329.46	78.61
ORDINANCE						
101-372-706.001	SALARIES ORDINANCE OFFICER	4,764.45	62,687.63	62,690.00	2.37	100.00
101-372-706.002	PART-TIME ORDINANCE	30.00	2,235.00	3,000.00	765.00	74.50
101-372-709.000	OVERTIME	0.00	0.00	1,000.00	1,000.00	0.00
101-372-715.000	SOCIAL SECURITY	354.92	4,588.99	7,000.00	2,411.01	65.56
101-372-716.000	HOSP & OPTICAL INSURANCE	1,863.03	24,381.82	26,750.00	2,368.18	91.15
101-372-717.000	GROUP LIFE INSURANCE	7.85	94.20	110.00	15.80	85.64
101-372-718.000	PENSION	2,005.41	20,355.46	17,900.00	(2,455.46)	113.72
101-372-719.000	WORKERS COMP INSURANCE	0.00	288.17	890.00	601.83	32.38
101-372-722.000	UNEMPLOYMENT INSURANCE	0.00	192.57	270.00	77.43	71.32
101-372-724.000	DENTAL INSURANCE	109.71	1,284.00	1,300.00	16.00	98.77
101-372-744.000	UNIFORMS-ORDINANCE	0.00	0.00	500.00	500.00	0.00
101-372-757.000	OPERATING SUPPLIES	0.00	0.00	200.00	200.00	0.00
101-372-853.000	CELLULAR PHONE	31.73	489.70	800.00	310.30	61.21
101-372-863.000	VEHICLE MAINTENANCE	0.00	1,260.00	3,000.00	1,740.00	42.00
101-372-864.000	CONFERENCE & MEETINGS	0.00	0.00	750.00	750.00	0.00
101-372-867.000	GASOLINE	0.00	44.20	1,700.00	1,655.80	2.60
101-372-910.000	INSURANCE	0.00	868.17	900.00	31.83	96.46
101-372-955.000	ORDINANCE ENFORCEMENTS COSTS	186.00	1,472.50	5,000.00	3,527.50	29.45
101-372-958.000	MEMBERSHIPS & DUES	0.00	0.00	150.00	150.00	0.00
101-372-960.000	TRAINING	0.00	0.00	500.00	500.00	0.00
101-372-962.000	MISCELLANEOUS	0.00	0.00	250.00	250.00	0.00
101-372-963.000	DANGEROUS BLDG DEMOLITIONS	2,233.46	2,261.46	10,000.00	7,738.54	22.62

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
ORDINANCE		11,586.56	122,503.87	144,660.00	22,156.13	84.68
OTHER						
101-000-934.000	CASH BONDS DEDUCTIONS	0.00	0.00	600,000.00	600,000.00	0.00
101-000-934.001	GRINDERS-DEDUCTIONS	0.00	0.00	300,000.00	300,000.00	0.00
OTHER		0.00	0.00	900,000.00	900,000.00	78.61
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TOTAL EXPENDITURES		231,290.78	8,637,226.97	10,244,909.00	1,607,682.03	84.31
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Fund 101 - GENERAL FUND:						
TOTAL REVENUES		719,982.34	5,818,290.66	10,244,909.00	4,426,618.34	56.79
TOTAL EXPENDITURES		231,290.78	8,637,226.97	10,244,909.00	1,607,682.03	84.31
NET OF REVENUES & EXPENDITURES		488,691.56	(2,818,936.31)	0.00	2,818,936.31	100.00

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2022	AVAILABLE	% BDGT
		MONTH	12/31/2022	AMENDED BUDGET	BALANCE	USED
		12/31/2022	12/31/2022			
Fund 206 - FIRE						
Revenues						
REVENUES						
206-000-393.000	FUND BALANCE - DESIGNATED	0.00	0.00	235,304.00	235,304.00	0.00
206-000-402.000	TAX COLLECTIONS	0.00	3,561,453.80	3,552,981.00	(8,472.80)	100.24
206-000-607.000	PERMIT AND INSPECTION FEES	555.00	1,665.00	1,000.00	(665.00)	166.50
206-000-626.000	COST RECOVERY REVENUE	0.00	2,944.66	0.00	(2,944.66)	100.00
206-000-630.000	AMBULANCE TRANSPORTATION REVENUE	0.00	3,859.07	0.00	(3,859.07)	100.00
206-000-665.000	INTEREST	0.00	39,266.26	17,000.00	(22,266.26)	230.98
206-000-673.000	SALE OF FIXED ASSETS	0.00	69,750.00	0.00	(69,750.00)	100.00
206-000-695.000	MISC REVENUE	306.00	3,253.37	2,000.00	(1,253.37)	162.67
206-336-977.002	USE OF FUND BALANCE	0.00	0.00	757,000.00	757,000.00	0.00
REVENUES		861.00	3,682,192.16	4,565,285.00	883,092.84	80.66
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TOTAL REVENUES		861.00	3,682,192.16	4,565,285.00	883,092.84	80.66
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Expenditures						
OTHER						
206-336-801.001	HR SERVICES	42,700.00	42,700.00	42,700.00	0.00	100.00
OTHER		42,700.00	42,700.00	42,700.00	0.00	96.96
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CIVIL SERVICE						
206-220-710.000	FEES & PER DIEM	0.00	0.00	1,000.00	1,000.00	0.00
206-220-727.000	SUPPLIES	0.00	0.00	500.00	500.00	0.00
206-220-903.000	LEGAL NOTICES	0.00	0.00	500.00	500.00	0.00
CIVIL SERVICE		0.00	0.00	2,000.00	2,000.00	0.00
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SALARIES						
206-336-705.000	SALARIES CHIEF	7,873.92	101,434.68	103,000.00	1,565.32	98.48
206-336-705.001	SALARIES CAPTAIN	20,552.00	278,192.73	269,200.00	(8,992.73)	103.34
206-336-706.001	SALARIES FIRE SERGEANT	28,031.59	418,279.20	433,420.00	15,140.80	96.51
206-336-706.003	SALARIES CLERICAL	8,081.28	35,505.13	32,000.00	(3,505.13)	110.95
206-336-706.005	SALARIES FIREFIGHTERS	48,450.62	548,489.52	813,200.00	264,710.48	67.45
206-336-706.007	FIRE MARSHAL/DEPUTY CHIEF	6,772.80	88,697.20	88,040.00	(657.20)	100.75
206-336-709.000	OVERTIME	7,841.71	74,797.34	72,100.00	(2,697.34)	103.74
206-336-710.000	PART TIME STAFF	2,636.97	33,938.89	50,000.00	16,061.11	67.88
206-336-720.000	HOLIDAY/PERSONAL PAY	111,291.69	185,951.41	212,600.00	26,648.59	87.47
SALARIES		241,532.58	1,765,286.10	2,073,560.00	308,273.90	85.13
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PAYROLL BENEFITS						
206-336-715.000	SOCIAL SECURITY	19,269.59	133,890.89	159,000.00	25,109.11	84.21
206-336-716.000	HOSP & OPTICAL INSURANCE	34,965.63	335,599.48	459,725.00	124,125.52	73.00
206-336-716.002	RETIREE HEALTH CARE PREMIUMS	4,390.35	61,272.33	30,000.00	(31,272.33)	204.24
206-336-717.000	GROUP LIFE INSURANCE	180.55	1,860.45	2,500.00	639.55	74.42
206-336-718.000	PENSION	32,076.41	370,985.92	356,900.00	(14,085.92)	103.95
206-336-718.002	HEALTH CARE SAVINGS PLAN	1,922.20	21,010.52	22,500.00	1,489.48	93.38
206-336-718.003	OPEB FUNDING	0.00	150,000.00	150,000.00	0.00	100.00
206-336-719.000	WORKERS COMP INSURANCE	0.00	62,889.35	90,000.00	27,110.65	69.88
206-336-722.000	UNEMPLOYMENT INSURANCE	145.15	5,015.51	6,250.00	1,234.49	80.25
206-336-724.000	DENTAL INSURANCE	1,801.50	18,046.53	20,500.00	2,453.47	88.03
PAYROLL BENEFITS		94,751.38	1,160,570.98	1,297,375.00	136,804.02	8

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2022	AVAILABLE	% BGD
		MONTH	12/31/2022	AMENDED BUDGET	BALANCE	USED
		12/31/2022	12/31/2022			
Fund 206 - FIRE						
Expenditures						
OTHER						
206-336-727.000	OFFICE SUPPLIES	1,182.21	6,019.80	4,000.00	(2,019.80)	150.50
206-336-730.000	POSTAGE, SHIPPING	2.28	86.55	200.00	113.45	43.28
206-336-744.000	UNIFORMS	2,810.87	23,012.78	20,000.00	(3,012.78)	115.06
206-336-744.002	FOOD ALLOWANCE	6,505.98	14,380.19	11,050.00	(3,330.19)	130.14
206-336-757.000	OPERATING SUPPLIES	967.12	38,922.79	29,000.00	(9,922.79)	134.22
206-336-758.000	OXYGEN & AIR	118.75	1,869.46	2,500.00	630.54	74.78
206-336-767.000	MEDICAL SUPPLIES	582.95	12,280.79	20,000.00	7,719.21	61.40
206-336-801.000	CONSULTANT/PROFESSIONAL SERVICES	0.00	8,487.91	1,500.00	(6,987.91)	565.86
206-336-807.000	AUDIT FEES	0.00	5,000.00	5,000.00	0.00	100.00
206-336-826.000	LEGAL FEES	180.00	6,359.50	10,000.00	3,640.50	63.60
206-336-826.002	TAX TRIBUNAL REFUNDS	0.00	0.00	4,000.00	4,000.00	0.00
206-336-835.000	MEDICAL SERVICES	500.00	6,621.54	6,000.00	(621.54)	110.36
206-336-851.000	RADIO MAINTENANCE	0.00	603.42	2,000.00	1,396.58	30.17
206-336-853.000	CELL PHONES	345.87	3,121.43	3,500.00	378.57	89.18
206-336-853.001	TELEPHONE STATION 1	143.71	1,965.51	2,000.00	34.49	98.28
206-336-853.002	TELEPHONE STATION 2	32.39	652.13	1,200.00	547.87	54.34
206-336-853.003	TELEPHONE STATION 3	32.39	588.43	1,000.00	411.57	58.84
206-336-863.001	VEHICLE MAINTENANCE	6,984.90	44,959.64	58,000.00	13,040.36	77.52
206-336-863.002	TIRES	0.00	0.00	10,000.00	10,000.00	0.00
206-336-864.000	CONFERENCES & MEETINGS	0.00	4,746.33	3,500.00	(1,246.33)	135.61
206-336-867.000	GASOLINE	7,016.23	35,401.35	25,000.00	(10,401.35)	141.61
206-336-903.000	LEGAL NOTICES	0.00	0.00	200.00	200.00	0.00
206-336-910.000	INSURANCE	0.00	48,868.89	60,000.00	11,131.11	81.45
206-336-921.001	ELECTRIC STATION 1	875.90	11,557.26	13,500.00	1,942.74	85.61
206-336-921.002	ELECTRIC STATION 2	321.77	4,489.22	5,500.00	1,010.78	81.62
206-336-921.003	ELECTRIC STATION 3	297.41	2,476.02	2,500.00	23.98	99.04
206-336-923.001	HEAT STATION 1	1,272.79	5,159.63	5,000.00	(159.63)	103.19
206-336-923.002	HEAT STATION 2	540.90	2,177.06	3,000.00	822.94	72.57
206-336-923.003	HEAT STATION 3	546.47	1,890.54	3,000.00	1,109.46	63.02
206-336-931.001	MAINTENANCE STATION 1	998.52	26,287.86	15,000.00	(11,287.86)	175.25
206-336-931.002	MAINTENANCE STATION 2	39.00	11,459.09	11,000.00	(459.09)	104.17
206-336-931.003	MAINTENANCE STATION 3	501.11	4,613.81	4,000.00	(613.81)	115.35
206-336-933.000	EQUIPMENT MAINTENANCE	2,380.00	17,940.57	17,000.00	(940.57)	105.53
206-336-957.000	SUBSCRIPTIONS	0.00	1,936.62	4,500.00	2,563.38	43.04
206-336-958.000	MEMBERSHIPS & DUES	272.37	9,253.29	8,000.00	(1,253.29)	115.67
206-336-960.000	TRAINING	549.75	15,755.55	18,000.00	2,244.45	87.53
206-336-962.000	MISCELLANEOUS	0.00	471.21	3,000.00	2,528.79	15.71
OTHER		36,001.64	379,416.17	392,650.00	13,233.83	96.96
AQUISTITIONS						
206-336-977.000	EQUIPMENT ACQUISITIONS 04M	186,237.89	724,367.30	732,000.00	7,632.70	98.96
206-336-977.001	SUPPLY ACQUISITIONS 04M	3,238.19	21,617.73	25,000.00	3,382.27	86.47
AQUISTITIONS		189,476.08	745,985.03	757,000.00	11,014.97	98.54
TOTAL EXPENDITURES						
		604,461.68	4,093,958.28	4,565,285.00	471,326.72	89.68
Fund 206 - FIRE:						
TOTAL REVENUES		861.00	3,682,192.16	4,565,285.00	883,092.84	8
TOTAL EXPENDITURES		604,461.68	4,093,958.28	4,565,285.00	471,326.72	8
NET OF REVENUES & EXPENDITURES		(603,600.68)	(411,766.12)	0.00	411,766.12	10

PERIOD ENDING 12/31/2022

Section 6, Item A.

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH	YTD BALANCE	2022	AMENDED BUDGET	AVAILABLE	% BDGT
		12/31/2022	12/31/2022			BALANCE	USED

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 207 - POLICE						
Revenues						
REVENUES						
207-000-393.000	DESIGNATED FUND BALANCE	0.00	0.00	792,682.00	792,682.00	0.00
207-000-402.000	TAX COLLECTIONS	0.00	5,803,692.87	5,789,808.00	(13,884.87)	100.24
207-000-530.000	FEDERAL GRANTS	0.00	2,385.00	0.00	(2,385.00)	100.00
207-000-530.001	GRANTS - OTHER	1,619.70	47,329.17	0.00	(47,329.17)	100.00
207-000-540.000	SNC (STATE 911) FUNDS	0.00	9,589.00	0.00	(9,589.00)	100.00
207-000-546.000	CRIMINAL JUSTICE TRNG 302 FUNDS	0.00	3,299.52	4,500.00	1,200.48	73.32
207-000-577.000	LIQUOR LICENSES	0.00	19,430.85	11,000.00	(8,430.85)	176.64
207-000-601.000	LIASON OFFICER REIMBURSEMENT	0.00	51,375.00	30,000.00	(21,375.00)	171.25
207-000-607.000	SEX OFFENDERS REGISTRY FEE	50.00	3,000.00	1,500.00	(1,500.00)	200.00
207-000-608.001	WARRANT PROCESSING FEES	140.00	990.00	1,000.00	10.00	99.00
207-000-626.000	COST RECOVERY REVENUE	2,449.48	4,596.86	0.00	(4,596.86)	100.00
207-000-627.000	DUPLICATING & PHOTOSTAT	774.78	3,503.69	2,500.00	(1,003.69)	140.15
207-000-656.000	ORDINANCE FINES & COSTS	11,669.19	151,646.37	110,000.00	(41,646.37)	137.86
207-000-665.000	INTEREST	0.00	33,219.98	14,000.00	(19,219.98)	237.29
207-000-665.002	INTEREST INCOME-TAX FUND	0.00	0.00	1,500.00	1,500.00	0.00
207-000-673.000	SALE OF FIXED ASSETS	0.00	58,483.00	20,000.00	(38,483.00)	292.42
207-000-684.000	CROSSING GUARDS REIMBURSEMENT	0.00	0.00	4,000.00	4,000.00	0.00
207-000-685.000	OAKLAND CTY 911 REIMBURSEMENT	0.00	0.00	5,500.00	5,500.00	0.00
207-000-690.000	INSURANCE REBATES	0.00	320.57	0.00	(320.57)	100.00
207-000-695.000	MISCELLANEOUS REVENUE	260.00	40,834.93	1,000.00	(39,834.93)	4,083.49
REVENUES		16,963.15	6,233,696.81	6,788,990.00	555,293.19	91.82
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TOTAL REVENUES		16,963.15	6,233,696.81	6,788,990.00	555,293.19	91.82
Expenditures						
OTHER						
207-301-801.001	HR SERVICES	64,000.00	64,000.00	64,000.00	0.00	100.00
OTHER		64,000.00	64,000.00	64,000.00	0.00	87.26
CIVIL SERVICE						
207-220-710.000	FEES & PER DIEM-CIVIL SVC	0.00	0.00	1,000.00	1,000.00	0.00
207-220-727.000	SUPPLIES-CIVIL SVC	0.00	117.50	1,000.00	882.50	11.75
207-220-903.000	LEGAL NOTICES-CIVIL SVC	0.00	0.00	1,000.00	1,000.00	0.00
CIVIL SERVICE		0.00	117.50	3,000.00	2,882.50	3.92
SALARIES						
207-301-705.000	SALARIES CHIEF	8,141.12	106,584.56	106,605.00	20.44	99.98
207-301-706.001	SALARIES LIEUTENANTS	21,580.18	233,510.53	294,278.00	60,767.47	79.35
207-301-706.002	SALARIES SERGEANTS	28,711.92	367,558.24	363,900.00	(3,658.24)	101.01
207-301-706.003	SALARIES POLICE OFFICERS	133,533.25	1,532,393.87	1,621,893.00	89,499.13	94.48
207-301-706.004	SALARIES DISPATCHERS	25,785.11	320,923.16	327,100.00	6,176.84	98.11
207-301-706.005	SALARIES CLERICAL	11,617.21	184,385.23	206,704.00	22,318.77	89.20
207-301-706.006	SALARIES CADET	3,225.00	44,902.50	46,800.00	1,897.50	95.95
207-301-709.001	OVERTIME	33,970.74	165,848.63	170,000.00	4,151.37	97.56
207-301-709.002	COURT TIME	955.34	10,368.34	45,000.00	34,631.66	23.04
207-301-709.003	SHIFT PREMIUM	0.00	0.00	25,000.00	25,000.00	0.00
207-301-720.000	HOLIDAY PAY	115,160.61	115,160.61	126,000.00	10,839.39	91.40
SALARIES		382,680.48	3,081,635.67	3,333,280.00	251,644.33	92.45
PAYROLL BENEFITS						

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 207 - POLICE						
Expenditures						
207-301-715.000	SOCIAL SECURITY	30,087.58	230,667.18	257,000.00	26,332.82	89.75
207-301-716.000	HOSP & OPTICAL INSURANCE	63,706.13	626,374.73	747,000.00	120,625.27	83.85
207-301-716.001	RETIREE HOSP & OPTICAL INSURANCE	23,892.05	316,686.83	359,750.00	43,063.17	88.03
207-301-717.000	GROUP LIFE INSURANCE	290.45	3,532.50	4,320.00	787.50	81.77
207-301-718.000	PENSION	65,043.15	734,531.86	734,350.00	(181.86)	100.02
207-301-718.001	HEALTH CARE SAVINGS PROGRAM	4,125.01	56,978.61	60,000.00	3,021.39	94.96
207-301-718.003	OPEB FUNDING	0.00	250,000.00	250,000.00	0.00	100.00
207-301-719.000	WORKERS COMP INSURANCE	0.00	48,127.48	87,300.00	39,172.52	55.13
207-301-722.000	UNEMPLOYMENT INSURANCE	412.51	8,654.71	11,340.00	2,685.29	76.32
207-301-724.000	DENTAL INSURANCE	3,088.40	34,176.23	34,000.00	(176.23)	100.52
PAYROLL BENEFITS		190,645.28	2,309,730.13	2,545,060.00	235,329.87	90.75
OTHER						
207-301-727.000	OFFICE SUPPLIES	1,443.24	9,929.22	11,000.00	1,070.78	90.27
207-301-729.000	PRINTING	0.00	0.00	500.00	500.00	0.00
207-301-741.000	FIRE ARMS, TRNG & RANGE SUPPLIES	1,984.55	8,428.67	7,000.00	(1,428.67)	120.41
207-301-744.000	UNIFORMS	3,609.66	14,983.87	6,000.00	(8,983.87)	249.73
207-301-744.004	UNIFORM ALLOWANCE PAYOUT	0.00	27,550.00	30,000.00	2,450.00	91.83
207-301-757.000	OPERATING SUPPLIES	921.10	6,109.99	12,000.00	5,890.01	50.92
207-301-805.000	SEX OFFENDERS REGISTRY FEE	30.00	1,800.00	1,500.00	(300.00)	120.00
207-301-807.000	AUDIT FEES	0.00	4,000.00	4,500.00	500.00	88.89
207-301-818.000	COMPUTER SERVICES	0.00	5,629.24	10,000.00	4,370.76	56.29
207-301-826.000	LEGAL FEES-PROSECUTIONS	8,441.83	84,275.16	91,000.00	6,724.84	92.61
207-301-826.001	TAX TRIBUNAL REFUNDS	0.00	0.00	8,000.00	8,000.00	0.00
207-301-826.002	LEGAL FEES - LABOR RELATED	45.00	7,335.50	30,000.00	22,664.50	24.45
207-301-851.000	EQUIPMENT REPAIRS	0.00	295.44	3,000.00	2,704.56	9.85
207-301-853.000	TELEPHONE	2,665.11	11,394.77	15,000.00	3,605.23	75.97
207-301-860.000	MILEAGE	0.00	237.50	1,000.00	762.50	23.75
207-301-861.000	WITNESS FEES	0.00	54.30	1,000.00	945.70	5.43
207-301-863.001	VEHICLE MAINTENANCE	2,945.46	27,877.04	45,000.00	17,122.96	61.95
207-301-863.002	TIRES	0.00	2,009.90	4,000.00	1,990.10	50.25
207-301-864.000	CONFERENCES	660.00	5,284.26	7,000.00	1,715.74	75.49
207-301-867.000	GASOLINE	11,521.29	83,564.78	60,000.00	(23,564.78)	139.27
207-301-903.000	LEGAL NOTICES	0.00	0.00	500.00	500.00	0.00
207-301-910.000	INSURANCE	0.00	131,169.71	155,000.00	23,830.29	84.63
207-301-931.001	BLDG MAINTENANCE & SUPPLIES	895.50	10,760.23	11,000.00	239.77	97.82
207-301-933.000	EQUIP LEASE/ MAINT CONTRACTS	131.79	43,249.57	55,000.00	11,750.43	78.64
207-301-934.000	OFFICE EQUIP MAINTENANCE	0.00	935.11	6,000.00	5,064.89	15.59
207-301-958.000	MEMBERSHIPS & DUES	533.48	2,713.48	2,000.00	(713.48)	135.67
207-301-960.000	TRAINING	0.00	26,719.66	16,000.00	(10,719.66)	167.00
207-301-960.001	CRIMINAL JUSTICE TRNG 302 FUNDS	0.00	1,711.36	5,700.00	3,988.64	30.02
207-301-960.002	SNC (STATE 911) TRAINING FUNDS	505.72	2,945.37	5,400.00	2,454.63	54.54
207-301-960.003	TUITION REIMBURSEMENT	1,749.00	1,749.00	0.00	(1,749.00)	100.00
207-301-962.001	MISCELLANEOUS	1,831.51	5,275.26	8,000.00	2,724.74	65.94
207-301-962.003	EVIDENCE COLLECTION	0.00	1,493.54	4,000.00	2,506.46	37.34
OTHER		39,914.24	529,481.93	616,100.00	86,618.07	87.26
AQUISTITIONS						
207-301-977.000	EQUIPMENT ACQUISITIONS	17,453.50	179,313.42	200,000.00	20,686.58	89.66
207-301-977.003	ACCREDITATION, SOFTWARE, MTCE	0.00	7,145.19	8,000.00	854.81	89.31
AQUISTITIONS		17,453.50	186,458.61	208,000.00	21,541.39	89.64
CROSSING GUARDS						
207-316-707.000	SALARIES PT - CROSSING GUARDS	1,705.00	16,296.50	16,800.00	503.50	9

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2022	AVAILABLE	% BDGT
		MONTH	12/31/2022	AMENDED BUDGET	BALANCE	USED
		12/31/2022	12/31/2022			
Fund 207 - POLICE						
Expenditures						
207-316-715.000	SOCIAL SECURITY-CROSSING GUARDS	130.43	1,037.92	1,285.00	247.08	80.77
207-316-719.000	WORKERS COMP -CROSSING GUARDS	0.00	392.77	960.00	567.23	40.91
207-316-722.000	UNEMPLOYMENT INSUR CROSSING GUARDS	35.83	284.30	505.00	220.70	56.30
CROSSING GUARDS		1,871.26	18,011.49	19,550.00	1,538.51	92.13
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TOTAL EXPENDITURES		696,564.76	6,189,435.33	6,788,990.00	599,554.67	91.17
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Fund 207 - POLICE:						
TOTAL REVENUES		16,963.15	6,233,696.81	6,788,990.00	555,293.19	91.82
TOTAL EXPENDITURES		696,564.76	6,189,435.33	6,788,990.00	599,554.67	91.17
NET OF REVENUES & EXPENDITURES		(679,601.61)	44,261.48	0.00	(44,261.48)	100.00

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 208 - PARKS AND RECREATION FUND						
Revenues						
REVENUES						
208-000-393.000	FUND BALANCE - DESIGNATED	0.00	0.00	917,889.00	917,889.00	0.00
208-000-402.000	PARKS AND RECREATION TAX COLLECTIONS	0.00	373,452.45	372,611.00	(841.45)	100.23
208-000-530.000	GRANT REVENUES	0.00	20.00	0.00	(20.00)	100.00
208-000-652.000	FIELD RENTAL	0.00	7,165.00	6,000.00	(1,165.00)	119.42
208-000-665.000	INTEREST	1,008.28	7,441.98	3,500.00	(3,941.98)	212.63
208-000-695.000	MISCELLANEOUS REVENUE	0.00	3,680.00	0.00	(3,680.00)	100.00
REVENUES		1,008.28	391,759.43	1,300,000.00	908,240.57	30.14
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TOTAL REVENUES		1,008.28	391,759.43	1,300,000.00	908,240.57	30.14
Expenditures						
EXPENSES						
208-000-710.000	FEE'S AND PER DIEM	0.00	1,514.77	2,250.00	735.23	67.32
208-000-715.000	SOC SEC & MEDICARE TAX	0.00	73.41	250.00	176.59	29.36
208-000-720.000	EVENT EXPENSES	2,096.47	7,319.15	3,000.00	(4,319.15)	243.97
208-000-722.000	MI UNEMPLOYMENT TAX	0.00	3.15	50.00	46.85	6.30
208-000-801.000	PROFESSIONAL SERVICES	20,802.59	58,763.86	35,000.00	(23,763.86)	167.90
208-000-903.000	LEGAL PUBLICATIONS	194.51	194.51	250.00	55.49	77.80
208-000-910.000	INSURANCE	0.00	4,614.61	5,000.00	385.39	92.29
208-000-921.000	ELECTRIC JUDY HAWLEY PARK	15.05	659.72	1,000.00	340.28	65.97
208-000-921.001	ELECTRIC - VETTER PARK	36.46	266.74	1,000.00	733.26	26.67
208-000-922.000	UTILITIES- PARKS	0.00	3,690.00	3,400.00	(290.00)	108.53
208-000-931.001	GROUNDS MAINTENANCE	289.16	40,436.97	60,000.00	19,563.03	67.39
208-000-932.000	PARK EQUIPMENT	0.00	0.00	25,000.00	25,000.00	0.00
208-000-958.000	MEMBERSHIPS AND DUES	0.00	0.00	800.00	800.00	0.00
208-000-962.000	MISCELLANEOUS	0.00	22.92	3,000.00	2,977.08	0.76
208-000-972.000	PATHWAY PROJECTS	0.00	30,107.50	600,000.00	569,892.50	5.02
208-000-973.000	BLOOMER PARK IMPROVEMENTS	0.00	0.00	10,000.00	10,000.00	0.00
208-000-974.000	PARK IMPROVEMENTS	0.00	19,392.94	550,000.00	530,607.06	3.53
EXPENSES		23,434.24	167,060.25	1,300,000.00	1,132,939.75	12.85
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TOTAL EXPENDITURES		23,434.24	167,060.25	1,300,000.00	1,132,939.75	12.85
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Fund 208 - PARKS AND RECREATION FUND:						
TOTAL REVENUES		1,008.28	391,759.43	1,300,000.00	908,240.57	30.14
TOTAL EXPENDITURES		23,434.24	167,060.25	1,300,000.00	1,132,939.75	12.85
NET OF REVENUES & EXPENDITURES		(22,425.96)	224,699.18	0.00	(224,699.18)	100.00

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2022	AVAILABLE	% BDGT
		MONTH 12/31/2022	12/31/2022	AMENDED BUDGET	BALANCE	USED
Fund 249 - BUILDING DEPARTMENT FUND						
Revenues						
REVENUES						
249-000-393.000	FUND BALANCE - DESIGNATED	0.00	0.00	136,368.00	136,368.00	0.00
REVENUES		0.00	0.00	136,368.00	136,368.00	0.00
BUILDING REVENUE						
249-000-452.000	CONTRACTORS GENERAL LICENSES	481.00	4,296.00	4,000.00	(296.00)	107.40
249-000-453.000	ELECTRICAL LICENSES	280.00	2,720.00	2,200.00	(520.00)	123.64
249-000-454.000	HEATING LICENSES	75.00	1,355.00	1,200.00	(155.00)	112.92
249-000-455.000	PLUMBING LICENSES	27.00	200.97	100.00	(100.97)	200.97
249-000-477.000	BUILDING PERMITS	10,668.40	392,792.98	350,000.00	(42,792.98)	112.23
249-000-478.000	ELECTRICAL PERMITS	7,060.00	89,381.50	72,000.00	(17,381.50)	124.14
249-000-479.000	HEATING PERMITS	10,105.00	118,002.50	105,000.00	(13,002.50)	112.38
249-000-480.000	PLUMBING PERMITS	2,719.00	46,566.00	45,000.00	(1,566.00)	103.48
249-000-482.000	PLOT PLAN REVIEWS	0.00	0.00	15,000.00	15,000.00	0.00
249-000-484.000	BUILDING PLAN REVIEWS	0.00	0.00	20,000.00	20,000.00	0.00
249-000-484.001	FIRE SAFETY REVIEWS	0.00	1,963.50	4,000.00	2,036.50	49.09
249-000-665.000	INTEREST	0.00	10,447.06	0.00	(10,447.06)	100.00
249-000-695.000	MISCELLANEOUS REVENUE	550.00	25,200.00	5,000.00	(20,200.00)	504.00
BUILDING REVENUE		31,965.40	692,925.51	623,500.00	(69,425.51)	111.13
TOTAL REVENUES						
		31,965.40	692,925.51	759,868.00	66,942.49	91.19
Expenditures						
SALARIES						
249-000-706.001	SALARIES BLDG OFFICIAL	6,682.05	85,940.90	87,635.00	1,694.10	98.07
249-000-706.002	SALARIES CLERICAL	8,903.91	110,444.98	110,423.00	(21.98)	100.02
249-000-706.003	CONTRACT BLDG INSPECTORS	3,510.00	51,310.00	60,000.00	8,690.00	85.52
249-000-706.005	BUILDING INSPECTOR	1,805.00	4,355.00	60,000.00	55,645.00	7.26
249-000-707.000	ELECTRICAL INSPECTOR	5,473.50	54,117.60	50,000.00	(4,117.60)	108.24
249-000-707.001	PLUMBING/MECHANICAL INSPECTOR	9,715.40	105,975.70	100,000.00	(5,975.70)	105.98
249-000-709.000	OVERTIME	273.93	273.93	10,000.00	9,726.07	2.74
SALARIES		36,363.79	412,418.11	478,058.00	65,639.89	86.27
PAYROLL BENEFITS						
249-000-715.000	SOCIAL SECURITY	1,460.65	14,975.27	21,300.00	6,324.73	70.31
249-000-716.000	HOSP & OPTICAL INSURANCE	7,299.62	47,004.51	62,115.00	15,110.49	75.67
249-000-717.000	GROUP LIFE INSURANCE	23.55	282.60	435.00	152.40	64.97
249-000-718.000	PENSION	969.16	10,496.87	11,115.00	618.13	94.44
249-000-718.001	HEALTH CARE SAVINGS PROGRAM	300.00	3,600.00	4,800.00	1,200.00	75.00
249-000-718.002	OPEB FUNDING	0.00	50,000.00	50,000.00	0.00	100.00
249-000-719.000	WORKERS COMP INSURANCE	0.00	1,711.31	4,220.00	2,508.69	40.55
249-000-722.000	UNEMPLOYMENT INSURANCE	0.00	574.43	685.00	110.57	83.86
249-000-724.000	DENTAL INSURANCE	282.04	2,850.96	4,240.00	1,389.04	67.24
PAYROLL BENEFITS		10,335.02	131,495.95	158,910.00	27,414.05	82.75
EXPENSES						
249-000-727.000	OFFICE SUPPLIES	30.16	3,052.80	2,000.00	(1,052.80)	152.64
249-000-730.000	POSTAGE	84.45	838.95	100.00	(738.95)	838.95
249-000-757.000	OPERATING SUPPLIES	0.00	433.29	2,500.00	2,066.71	1
249-000-801.000	PROFESSIONAL FEES	1,750.00	29,995.62	35,000.00	5,004.38	8
249-000-801.001	HR SERVICES	4,600.00	4,600.00	4,600.00	0.00	10

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2022	AVAILABLE	% BDGT
		MONTH	12/31/2022	AMENDED BUDGET	BALANCE	USED
		12/31/2022	12/31/2022			
Fund 249 - BUILDING DEPARTMENT FUND						
Expenditures						
249-000-807.000	AUDIT FEES	0.00	3,500.00	3,500.00	0.00	100.00
249-000-853.000	CELLULAR PHONE	214.04	1,422.92	1,000.00	(422.92)	142.29
249-000-863.000	VEHICLE MAINTENANCE	0.00	224.00	1,500.00	1,276.00	14.93
249-000-864.000	CONFERENCES & MEETINGS	0.00	300.00	2,000.00	1,700.00	15.00
249-000-867.000	GASOLINE	85.36	824.65	1,500.00	675.35	54.98
249-000-910.000	INSURANCE	0.00	3,410.88	3,700.00	289.12	92.19
249-000-957.000	SUBSCRIPTIONS	0.00	0.00	1,000.00	1,000.00	0.00
249-000-958.000	MEMBERSHIPS & DUES	0.00	435.00	2,000.00	1,565.00	21.75
249-000-960.000	TRAINING	0.00	803.83	2,000.00	1,196.17	40.19
249-000-962.000	MISCELLANEOUS	0.00	830.68	500.00	(330.68)	166.14
249-000-971.000	TECHNOLOGY EQUIPMENT	216.64	11,050.50	15,000.00	3,949.50	73.67
249-000-977.000	EQUIPMENT ACQUISITIONS	0.00	0.00	45,000.00	45,000.00	0.00
EXPENSES		6,980.65	61,723.12	122,900.00	61,176.88	50.22
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TOTAL EXPENDITURES		53,679.46	605,637.18	759,868.00	154,230.82	79.70
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Fund 249 - BUILDING DEPARTMENT FUND:						
TOTAL REVENUES		31,965.40	692,925.51	759,868.00	66,942.49	91.19
TOTAL EXPENDITURES		53,679.46	605,637.18	759,868.00	154,230.82	79.70
NET OF REVENUES & EXPENDITURES		(21,714.06)	87,288.33	0.00	(87,288.33)	100.00

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 591 - WATER						
Revenues						
REVENUES						
591-000-393.000	FUND BALANCE - DESIGNATED	0.00	0.00	551,285.00	551,285.00	0.00
591-000-445.000	PENALTIES	0.00	13,676.91	10,314.00	(3,362.91)	132.61
591-000-530.000	GRANT REVENUE	0.00	13,392.30	13,524.00	131.70	99.03
591-000-626.000	METERS	0.00	29,156.28	16,910.00	(12,246.28)	172.42
591-000-627.000	METER INSTALLATIONS	0.00	5,100.00	4,000.00	(1,100.00)	127.50
591-000-642.000	WATER	476.13	1,358,115.48	1,008,401.00	(349,714.48)	134.68
591-000-650.000	MISC SERVICE CHARGES	100.00	6,943.25	5,591.00	(1,352.25)	124.19
591-000-650.001	SPRINKLER SYSTEM	0.00	54,378.16	1,710.00	(52,668.16)	3,180.01
591-000-665.000	INTEREST EARNED	885.92	6,094.62	2,000.00	(4,094.62)	304.73
591-000-665.004	INTEREST - CAPITAL FUND	3,360.46	19,612.00	8,000.00	(11,612.00)	245.15
591-000-665.011	INTEREST INCOME M59 EAST (7)	0.00	458.91	0.00	(458.91)	100.00
591-000-665.015	INTEREST INCOME SIGNED AGREEMENTS	0.00	44.75	0.00	(44.75)	100.00
591-000-673.000	SALE OF FIXED ASSETS	0.00	0.00	25,000.00	25,000.00	0.00
591-000-674.001	CONNECTION FEES	0.00	109,532.00	107,432.00	(2,100.00)	101.95
591-000-695.000	MISCELLANEOUS INCOME	0.00	3,758.68	5,000.00	1,241.32	75.17
591-000-696.002	DWRP LOAN REIMBURSEMENTS	455,575.00	2,904,314.00	0.00	(2,904,314.00)	100.00
591-000-699.000	SEWER ADMIN FEES	0.00	0.00	155,000.00	155,000.00	0.00
	REVENUES	460,397.51	4,524,577.34	1,914,167.00	(2,610,410.34)	236.37
TOTAL REVENUES		460,397.51	4,524,577.34	1,914,167.00	(2,610,410.34)	236.37
Expenditures						
OFFICE SUPPLIES						
591-000-727.000	OFFICE SUPPLIES	45.74	4,270.68	6,000.00	1,729.32	71.18
591-000-730.000	POSTAGE	272.76	3,494.23	3,000.00	(494.23)	116.47
	OFFICE SUPPLIES	318.50	7,764.91	9,000.00	1,235.09	86.28
OTHER						
591-000-958.000	DUES & MISC	0.00	5,021.60	5,000.00	(21.60)	100.43
591-000-960.000	EDUCATION & TRAINING	615.00	9,510.50	5,000.00	(4,510.50)	190.21
591-000-962.000	MISCELLANEOUS	0.00	327.00	1,000.00	673.00	32.70
591-000-968.000	DEPRECIATION WATER SYSTEM	0.00	0.00	325,000.00	325,000.00	0.00
591-000-969.000	DEPRECIATION & AMORTIZATION	0.00	0.00	70,000.00	70,000.00	0.00
591-000-972.001	CAPITAL OUTLAY WATER MAIN	30.00	30.00	0.00	(30.00)	100.00
591-000-976.000	BOND INTEREST-DWRP	0.00	18,310.32	15,150.00	(3,160.32)	120.86
591-000-991.001	PRINCIPAL COPIER LEASE	148.00	1,698.19	1,650.00	(48.19)	102.92
591-000-995.000	MISC SERVICE CHARGES	38.00	2,122.60	0.00	(2,122.60)	100.00
591-000-995.001	WELL HEAD PROTECTION PROGRAM	1,380.00	30,965.83	33,000.00	2,034.17	93.84
591-000-995.002	INTEREST COPIER LEASE	0.00	77.81	135.00	57.19	57.64
	OTHER	2,211.00	68,063.85	455,935.00	387,871.15	15.10
SALARIES						
591-000-703.000	MANAGER SALARIES	7,915.50	96,225.12	97,000.00	774.88	99.20
591-000-706.000	WAGES CLERICAL	7,826.71	101,535.18	98,600.00	(2,935.18)	102.98
591-000-707.000	WAGES MAINTENANCE	7,191.75	85,340.81	145,825.00	60,484.19	58.52
591-000-707.001	WAGES PART TIME	1,422.08	36,876.88	30,000.00	(6,876.88)	122.92
591-000-707.002	WEEKEND ON CALL WATER OPERATOR	66.90	1,609.54	4,000.00	2,390.46	40.24
591-000-709.000	WAGES OVERTIME	2,237.74	14,281.40	10,000.00	(4,281.40)	142.81
	SALARIES	26,660.68	335,868.93	385,425.00	49,556.07	8

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2022	YTD BALANCE 12/31/2022	2022 AMENDED BUDGET	AVAILABLE BALANCE	% BGD USED
Fund 591 - WATER						
Expenditures						
PAYROLL BENEFITS						
591-000-715.000	SOCIAL SECURITY	2,175.22	25,527.09	29,540.00	4,012.91	86.42
591-000-716.000	HOSP & OPTICAL INSURANCE	9,011.83	75,044.25	129,820.00	54,775.75	57.81
591-000-717.000	GROUP LIFE INSURANCE	39.25	447.45	650.00	202.55	68.84
591-000-718.000	PENSION	1,396.15	16,423.96	18,370.00	1,946.04	89.41
591-000-718.001	HEALTH CARE SAVINGS PLAN	600.00	5,800.00	7,200.00	1,400.00	80.56
591-000-719.000	WORKERS COMP INSURANCE	0.00	5,542.40	12,220.00	6,677.60	45.36
591-000-720.000	OTHER POST RETIREMENT BENEFITS	0.00	70,000.00	70,000.00	0.00	100.00
591-000-722.000	UNEMPLOYMENT INSURANCE	113.45	2,051.81	2,200.00	148.19	93.26
591-000-724.000	DENTAL INSURANCE	319.92	3,251.12	4,600.00	1,348.88	70.68
PAYROLL BENEFITS		13,655.82	204,088.08	274,600.00	70,511.92	74.32
OTHER						
591-000-976.005	BOND INTEREST NORDIC DR MAIN	0.00	910.35	950.00	39.65	95.83
OTHER		0.00	910.35	950.00	39.65	15.10
OPERATING EXPENSES						
591-000-740.000	OPERATING SUPPLIES	99.14	8,218.26	9,000.00	781.74	91.31
591-000-744.000	SAFETY GEAR AND CLOTHING	297.19	14,872.39	4,000.00	(10,872.39)	371.81
591-000-745.000	SYSTEM CHEMICALS	3,325.00	55,876.68	50,000.00	(5,876.68)	111.75
591-000-748.000	TESTING WATER SYSTEMS	390.16	11,392.53	13,800.00	2,407.47	82.55
591-000-748.004	TESTING VILL ACRES	0.00	892.00	0.00	(892.00)	100.00
591-000-750.000	OPERATING SUPPLIES METERS	724.67	26,403.75	100,000.00	73,596.25	26.40
591-000-750.001	OPERATING SUPP METER TRANSMITT	403.45	4,140.56	40,000.00	35,859.44	10.35
591-000-755.000	OPERATING SUPPLIES TOOLS	0.00	2,826.92	8,000.00	5,173.08	35.34
591-000-801.000	FINANCIAL CONSULT FEES	0.00	2,664.00	5,000.00	2,336.00	53.28
591-000-801.001	HR SERVICES	9,150.00	9,150.00	9,150.00	0.00	100.00
591-000-802.000	ENG & ARCH FEES	811.25	46,736.50	50,000.00	3,263.50	93.47
591-000-803.000	IRON FILTRATION EXPENSES	4,359.65	17,438.60	16,400.00	(1,038.60)	106.33
591-000-807.000	ACCOUNTING & AUDITING	0.00	4,000.00	4,000.00	0.00	100.00
591-000-818.000	CONTRACTED SERVICES	2,942.80	44,677.96	40,000.00	(4,677.96)	111.69
591-000-826.000	ATTORNEY FEES	31.00	1,489.00	6,000.00	4,511.00	24.82
591-000-853.000	TELEPHONE/CELL PHONE SERVICES	1,014.32	5,993.60	6,000.00	6.40	99.89
591-000-867.000	GASOLINE/FUEL	478.90	9,038.11	5,000.00	(4,038.11)	180.76
591-000-903.000	LEGAL NOTICES	0.00	370.50	2,000.00	1,629.50	18.53
591-000-911.000	GENERAL LIAB INSURANCE	0.00	31,572.63	35,000.00	3,427.37	90.21
OPERATING EXPENSES		24,027.53	297,753.99	403,350.00	105,596.01	73.82
MAINTENANCE						
591-000-863.000	REPAIRS & MAINT VEHICLES	0.00	7,881.57	3,200.00	(4,681.57)	246.30
591-000-931.000	REPAIR & MAINT BLDG & EQUIP	662.15	34,462.87	50,000.00	15,537.13	68.93
591-000-931.001	GROUND MAINTENANCE	0.00	775.00	15,000.00	14,225.00	5.17
591-000-934.000	REPAIR & MAINT WATER SYSTEM	2,461.50	49,694.91	50,000.00	305.09	99.39
591-000-934.001	REPAIR & MAINT TOWER 1	0.00	923.00	25,000.00	24,077.00	3.69
591-000-934.002	REPAIR & MAINT TOWER 2	0.00	0.00	140,000.00	140,000.00	0.00
591-000-935.000	REPAIR METERS	0.00	0.00	1,000.00	1,000.00	0.00
MAINTENANCE		3,123.65	93,737.35	284,200.00	190,462.65	32.98
UTILITIES						
591-000-921.000	ELECTRICITY TOWER	44.50	720.30	1,000.00	279.70	72.03
591-000-921.001	ELECTRICITY TL	456.59	12,545.88	4,000.00	(8,545.88)	31
591-000-921.002	ELECTRICITY HILLVIEW	315.99	8,407.17	18,107.00	9,699.83	4
591-000-921.004	ELECTRICITY VILLAGE ACRES	2,647.55	41,238.70	46,000.00	4,761.30	8

PERIOD ENDING 12/31/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2022	AVAILABLE	% BDGT
		MONTH 12/31/2022	12/31/2022	AMENDED BUDGET	BALANCE	USED
Fund 591 - WATER						
Expenditures						
591-000-921.005	ELECTRICITY SUBURBAN KNOLLS	0.00	50.56	0.00	(50.56)	100.00
591-000-921.006	ELECTRICITY GRASS LAKE	3,556.15	20,057.86	23,000.00	2,942.14	87.21
591-000-921.007	ELECTRICITY TOWER #2	146.13	1,255.02	1,300.00	44.98	96.54
591-000-921.008	ELECTRICITY-HURONDALE	235.28	1,403.87	2,500.00	1,096.13	56.15
591-000-921.010	ELECTRICITY 933 WILLIAMS-HURONDALE	33.86	302.60	300.00	(2.60)	100.87
591-000-923.001	GAS TWIN LAKES	75.48	1,060.91	1,000.00	(60.91)	106.09
591-000-923.002	GAS HILLVIEW	0.00	578.34	1,000.00	421.66	57.83
591-000-923.004	GAS GRASS LAKE	141.98	859.56	1,000.00	140.44	85.96
591-000-923.005	GAS VILLAGE ACRES-SATELITE RD	405.44	1,680.32	1,500.00	(180.32)	112.02
UTILITIES		8,058.95	90,161.09	100,707.00	10,545.91	89.53
TOTAL EXPENDITURES		78,056.13	1,098,348.55	1,914,167.00	815,818.45	57.38
Fund 591 - WATER:						
TOTAL REVENUES		460,397.51	4,524,577.34	1,914,167.00	(2,610,410.34)	236.37
TOTAL EXPENDITURES		78,056.13	1,098,348.55	1,914,167.00	815,818.45	57.38
NET OF REVENUES & EXPENDITURES		382,341.38	3,426,228.79	0.00	(3,426,228.79)	100.00
TOTAL REVENUES - ALL FUNDS						
		1,231,177.68	21,343,441.91	25,573,219.00	4,229,777.09	83.46
TOTAL EXPENDITURES - ALL FUNDS						
		1,687,487.05	20,791,666.56	25,573,219.00	4,781,552.44	81.30
NET OF REVENUES & EXPENDITURES		(456,309.37)	551,775.35	0.00	(551,775.35)	100.00

Check Date	Bank	Check #	Payee	Description	GL #	Account Name	
12/02/2022	FLEX	1962	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	63.28
12/03/2022	FLEX	1963	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	476.92
12/05/2022	FLEX	1964	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	236.00
12/06/2022	FLEX	1965	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	287.05
12/07/2022	FLEX	1966	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	38.76
12/08/2022	FLEX	1967	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	120.37
12/10/2022	FLEX	1968	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	49.95
12/12/2022	FLEX	1969	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	561.23
12/16/2022	FLEX	1970	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	1,088.01
12/19/2022	FLEX	1971	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	376.03
12/21/2022	FLEX	1972	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	111.11
12/22/2022	FLEX	1973	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	47.48
12/24/2022	FLEX	1974	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	353.33
12/26/2022	FLEX	1975	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	325.54
12/30/2022	FLEX	1976	FLEXIBLE SPENDING ACCT	FLEXIBLE SPENDING ACCOUNT	101-000-282.000	FLEXIBLE SPENDING ACCOI	52.25
FLEX Total							4,187.31
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	101-000-080.718	DUE FROM WATER PENSIC	483.73
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	101-000-231.001	PAY DEDUCT PENSION	10,409.51
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	101-171-718.000	PENSION	10,061.40
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	101-192-718.000	PENSION	5,145.06
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	101-209-718.000	PENSION	574.20
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	101-215-718.000	PENSION	10,902.82
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	101-253-718.000	PENSION	8,964.18
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	101-265-718.000	PENSION	1,549.78
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	101-372-718.000	PENSION	1,895.02
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	101-402-718.000	PENSION	3,578.77
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	101-757-718.000	PENSION	2,229.07
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	206-000-231.001	PAY DEDUCT PENSION	6,059.23
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	206-336-718.000	PENSION	30,772.29
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	207-000-231.001	PAY DEDUCT PENSION	10,986.30
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	207-301-718.000	PENSION	62,809.72
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	249-000-231.001	PAY DEDUCT PENSION	765.54
12/06/2022	GEN	1230091(E)	MERS	11/01/22-11/30/22 CONTRIBUTIONS	249-000-718.000	PENSION	662.96
12/06/2022	GEN	1230092(E)	MERS	MCNULTY NOV EE CONTRIBUTION	206-000-231.001	PAY DEDUCT PENSION	143.96
12/01/2022	GEN	91220	AMAZON	CHRISTMAS TREE LIGHTING SUPPLIES	208-000-720.000	EVENT EXPENSES	337.58
12/01/2022	GEN	91221	JEANNE EAGEN	INSTRUCTOR FEES	101-757-751.000	SENIOR ACTIVITIES	92.00
12/01/2022	GEN	91222	LEISURE UNLIMITED LLC	INSTRUCTOR'S FEE	101-757-751.000	SENIOR ACTIVITIES	103.00
12/01/2022	GEN	91223	MARLENE TURNER	INSTRUCTOR'S FEE	101-757-751.000	SENIOR ACTIVITIES	70.00
12/01/2022	GEN	91224	ABC PRINTING	HIEBER, CHARLICK BUSINESS CARDS	101-209-962.000	MISCELLANEOUS	146.00
12/01/2022	GEN	91225	ALERUS FINANCIAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBU	101-000-080.962	DUE FROM WATER MISCEL	400

Check Date	Bank	Check #	Payee	Description	GL #	Account Name	
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	101-000-232.005	PAY DEDUCT HOSP	538.63
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	101-171-718.001	HEALTH CARE SAVINGS PRI	200.00
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	101-209-718.001	HEALTH CARE SAVINGS PRI	300.00
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	101-215-718.001	HEALTH CARE SAVINGS PRI	632.02
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	101-253-718.001	HEALTH CARE SAVINGS PRI	396.41
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	101-265-718.001	HEALTH CARE SAVINGS PRI	100.00
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	101-402-718.001	HEALTH CARE SAVINGS PRI	200.00
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	101-757-718.001	HEALTH CARE SAVINGS PRI	100.00
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	206-000-232.005	PAY DEDUCT HOSP	1,629.31
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	206-336-718.002	HEALTH CARE SAVINGS PL/	1,900.86
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	207-000-232.005	PAY DEDUCT HOSP	3,787.20
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	207-301-718.001	HEALTH CARE SAVINGS PRI	4,518.40
12/01/2022	GEN	91225	ALERUS FINANICAL	11/01/22-11/30/22 HCSP EE & ER CONTRIBUT	249-000-718.001	HEALTH CARE SAVINGS PRI	300.00
12/01/2022	GEN	91226	ALPHA PSYCHOLOGICAL SERVICES	PSYCHOLOGICAL ASSESSMENT & EVALUATION	207-301-962.001	MISCELLANEOUS	750.00
12/01/2022	GEN	91227	AMAZON	STREAMLIGHTS (2)	207-301-757.000	OPERATING SUPPLIES	286.16
12/01/2022	GEN	91228	AT & T	10/20-11/19/22 ELEVATOR CHARGES	101-265-853.000	TELEPHONE	445.14
12/01/2022	GEN	91229	CARS INC.	#NX5166 2022 FREIGHLINER 114SD TANKER E	206-336-863.001	VEHICLE MAINTENANCE	288.85
12/01/2022	GEN	91230	COMCAST	12/01/22-12/31/22 DUBLIN MONTHLY CHARC	101-757-751.000	SENIOR ACTIVITIES	281.68
12/01/2022	GEN	91231	CONSUMERS ENERGY	10/22/22-11/21/22 GEN TWP	101-265-923.000	HEAT TWP HALL	693.71
12/01/2022	GEN	91231	CONSUMERS ENERGY	10/22/22-11/21/22 COMM HALL	101-269-923.001	HEAT COMM HALL	222.51
12/01/2022	GEN	91231	CONSUMERS ENERGY	10/22/22-11/21/22 FISK FARM	101-269-923.004	HEAT FISK	142.31
12/01/2022	GEN	91231	CONSUMERS ENERGY	10/22/22-11/21/22 ANNEX	101-269-923.011	GAS-TWP ANNEX	623.67
12/01/2022	GEN	91231	CONSUMERS ENERGY	10/21/22-11/23/22 DUBLIN	101-757-923.000	HEAT	220.26
12/01/2022	GEN	91231	CONSUMERS ENERGY	10/22/22-11/21/22 STA 1	206-336-923.001	HEAT STATION 1	571.16
12/01/2022	GEN	91231	CONSUMERS ENERGY	10/22/22-11/22/22 STA 2	206-336-923.002	HEAT STATION 2	191.08
12/01/2022	GEN	91232	COREY VOS	VOS, REIMBURSE FOR UHAL RENTAL	206-336-757.000	OPERATING SUPPLIES	133.81
12/01/2022	GEN	91233	DARWEL ENTERPRISES LLC	GEN, MONTHLY CHARGES	101-265-931.001	BLDG MAINTENANCE & SU	178.59
12/01/2022	GEN	91233	DARWEL ENTERPRISES LLC	FD FLOOR MATS	206-336-931.001	MAINTENANCE STATION 1	68.03
12/01/2022	GEN	91233	DARWEL ENTERPRISES LLC	PD, MATS, BLANKETS	207-301-931.001	BLDG MAINTENANCE & SU	104.82
12/01/2022	GEN	91234	DTE ENERGY	10/19/22-11/17/22 COMM HALL	101-269-921.001	ELECTRIC COMM HALL	50.55
12/01/2022	GEN	91234	DTE ENERGY	10/21/22-11/21/22 STREET LIGHT FISK	101-269-921.004	ELECTRIC FISK	23.55
12/01/2022	GEN	91234	DTE ENERGY	10/19/22-11/17/22 WHITE LAKE CEMETERY	101-276-921.001	ELECTRIC WHITE LAKE	29.58
12/01/2022	GEN	91234	DTE ENERGY	10/21/22-11/21/22 DUBLIN	101-757-921.000	ELECTRIC	462.59
12/01/2022	GEN	91234	DTE ENERGY	10/19/22-11/17/22 STA 1	206-336-921.001	ELECTRIC STATION 1	773.52
12/01/2022	GEN	91234	DTE ENERGY	10/20/22-11/18/22 STA 1 OUTDOOR LIGHTIN	206-336-921.001	ELECTRIC STATION 1	23.34
12/01/2022	GEN	91234	DTE ENERGY	10/20/22-11/18/22 STA 1	206-336-921.001	ELECTRIC STATION 1	75.76
12/01/2022	GEN	91234	DTE ENERGY	10/19/22-11/17/22 STA 3	206-336-921.003	ELECTRIC STATION 3	209.87
12/01/2022	GEN	91235	GALLS, LLC	HANNEMAN, SHIRT, PANT, BOOT, SOCKS	206-336-744.000	UNIFORMS	287.31
12/01/2022	GEN	91235	GALLS, LLC	IAFF RESCUE RANDY	206-336-977.001	SUPPLY ACQUISITIONS 04N	1,626.88
12/01/2022	GEN	91236	GLOBAL OFFICE SOLUTIONS	GEN TWP PENS	101-249-727.000	OFFICE SUPPLIES	77

Check Date	Bank	Check #	Payee	Description	GL #	Account Name	
12/01/2022	GEN	91236	GLOBAL OFFICE SOLUTIONS	FD-BINDERS, CLIPS, MARKERS	206-336-727.000	OFFICE SUPPLIES	28.26
12/01/2022	GEN	91237	HOME DEPOT CREDIT SERVICES	10/26/22-11/18/22 CHARGES	206-336-757.000	OPERATING SUPPLIES	263.81
12/01/2022	GEN	91237	HOME DEPOT CREDIT SERVICES	10/26/22-11/18/22 CHARGES	206-336-931.001	MAINTENANCE STATION 1	199.99
12/01/2022	GEN	91237	HOME DEPOT CREDIT SERVICES	10/26/22-11/18/22 CHARGES	206-336-931.003	MAINTENANCE STATION 3	69.78
12/01/2022	GEN	91237	HOME DEPOT CREDIT SERVICES	10/26/22-11/18/22 CHARGES	208-000-720.000	EVENT EXPENSES	479.74
12/01/2022	GEN	91238	HOME INSPECTION PLUS	1338 CLEARWATER BLVD CANCELLED PERMIT	249-000-477.000	BUILDING PERMITS	264.60
12/01/2022	GEN	91239	HOME INSPECTION PLUS	1338 CLEARWATER BLVD CANCELLED PERMIT	249-000-477.000	BUILDING PERMITS	54.00
12/01/2022	GEN	91240	HURON VALLEY GUNS	HUNT, BELT KEEPERS, HOLSTER, MAGS, BOOT	207-301-744.000	UNIFORMS	600.88
12/01/2022	GEN	91240	HURON VALLEY GUNS	HUNT, PANTS, SHIRTS, JACKET	207-301-744.000	UNIFORMS	899.91
12/01/2022	GEN	91240	HURON VALLEY GUNS	ASHLEY, POLOS, PANT	207-301-744.000	UNIFORMS	267.96
12/01/2022	GEN	91240	HURON VALLEY GUNS	WRIGHT, BELT KEEPER, BELT, HANDCUFF, HO	207-301-744.000	UNIFORMS	544.89
12/01/2022	GEN	91240	HURON VALLEY GUNS	WRIGHT, BOOTS	207-301-744.000	UNIFORMS	119.99
12/01/2022	GEN	91241	JENNIFER EDENS	11/22/22 REGULAR BOARD MEETING	101-101-710.000	FEES & PER DIEM	175.00
12/01/2022	GEN	91242	JOHN HANCOCK-70482-00-5	NOVEMBER 2022 PREMIUM CONTRIBUTIONS	101-000-080.718	DUE FROM WATER PENSIC	712.40
12/01/2022	GEN	91242	JOHN HANCOCK-70482-00-5	NOVEMBER 2022 PREMIUM CONTRIBUTIONS	101-000-231.001	PAY DEDUCT PENSION	395.78
12/01/2022	GEN	91242	JOHN HANCOCK-70482-00-5	NOVEMBER 2022 PREMIUM CONTRIBUTIONS	101-209-718.000	PENSION	1,034.87
12/01/2022	GEN	91242	JOHN HANCOCK-70482-00-5	NOVEMBER 2022 PREMIUM CONTRIBUTIONS	206-000-695.000	MISC REVENUE	(271.00)
12/01/2022	GEN	91242	JOHN HANCOCK-70482-00-5	NOVEMBER 2022 PREMIUM CONTRIBUTIONS	206-336-718.000	PENSION	271.00
12/01/2022	GEN	91243	M C ELECTRIC	ELECTRICAL FOR WOTA CABINET	101-672-757.000	OPERATING SUPPLIES	375.00
12/01/2022	GEN	91243	M C ELECTRIC	CHANGE OUTLET/DUBLIN STOVE	101-757-931.000	BUILDING MAINTENANCE	125.00
12/01/2022	GEN	91244	OAKLAND COMMUNITY COLLEGE	SKAGLIN, STOGDILL TRAINING	207-301-960.002	SNC (STATE 911) TRAINING	458.00
12/01/2022	GEN	91245	OAKLAND COUNTY ROAD COMMISSIO	STREET LIGHTING	101-446-930.000	TRAFFIC SIGNAL MAINTEN,	200.86
12/01/2022	GEN	91246	R.A.D. SYSTEMS	2023 LICENSE RENEWAL - SNOW	207-301-757.000	OPERATING SUPPLIES	50.00
12/01/2022	GEN	91246	R.A.D. SYSTEMS	2023 LICENSE RENEWAL-SHPATI	207-301-757.000	OPERATING SUPPLIES	50.00
12/01/2022	GEN	91247	SMART BUSINESS SOURCE	COPY PAPER	101-000-080.727	DUE FROM WATER OFFICE	95.94
12/01/2022	GEN	91247	SMART BUSINESS SOURCE	COPY PAPER	101-249-727.000	OFFICE SUPPLIES	223.83
12/01/2022	GEN	91247	SMART BUSINESS SOURCE	STAPLER, TAPE	101-249-727.000	OFFICE SUPPLIES	179.94
12/01/2022	GEN	91247	SMART BUSINESS SOURCE	PLANNERS, PAPER	101-757-757.000	OPERATING SUPPLIES	87.11
12/01/2022	GEN	91247	SMART BUSINESS SOURCE	COPY PAPER	206-336-727.000	OFFICE SUPPLIES	95.93
12/01/2022	GEN	91247	SMART BUSINESS SOURCE	COPY PAPER	207-301-727.000	OFFICE SUPPLIES	159.88
12/01/2022	GEN	91247	SMART BUSINESS SOURCE	COPY PAPER	249-000-727.000	OFFICE SUPPLIES	63.92
12/01/2022	GEN	91248	SMOLYANOV HOME IMPROVEMENT	775 SUNNYBEACH CANCELLED PERMIT	249-000-477.000	BUILDING PERMITS	135.00
12/01/2022	GEN	91249	SZOTT M59 CHRYSLER JEEP	19 JEEP CHER, ELECTIRCAL REPAIRS	206-336-863.001	VEHICLE MAINTENANCE	776.85
12/01/2022	GEN	91250	U.S. BANK EQUIPMENT FINANCE	MONTHLY COPIER CHARGE	101-906-991.000	PRINCIPAL-CAPITAL LEASE	553.00
12/01/2022	GEN	91251	WALMART - CAPITAL ONE	11/01/22-11/07/22 CHARGES	206-336-931.001	MAINTENANCE STATION 1	108.00
12/01/2022	GEN	91251	WALMART - CAPITAL ONE	11/01/22-11/07/22 CHARGES	206-336-931.002	MAINTENANCE STATION 2	108.00
12/01/2022	GEN	91251	WALMART - CAPITAL ONE	11/01/22-11/07/22 CHARGES	206-336-931.003	MAINTENANCE STATION 3	355.90
12/01/2022	GEN	91252	WATKINS SEPTIC & DRAIN LLC	1000 GAL TANK PUMPING	206-336-931.001	MAINTENANCE STATION 1	310.00
12/01/2022	GEN	91253	ZOLL MEDICAL CORPORATION	(5) RESQPOD ITD 10	206-336-767.000	MEDICAL SUPPLIES	582.95
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-000-036.000	DUE FROM OTHERS	21

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12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-000-080.962	DUE FROM WATER MISCEL	807.59
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-101-710.000	FEES & PER DIEM	14.99
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-191-740.000	OPERATING SUPPLIES	970.69
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-249-727.000	OFFICE SUPPLIES	291.40
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-265-863.000	VEHICLE MAINTENANCE	526.92
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-265-931.001	BLDG MAINTENANCE & SU	145.40
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-265-933.000	GROUNDS EQUIP MAINTEN	115.84
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-269-931.013	BUILDING MAINTENANCE-	721.70
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-269-962.000	MISCELLANEOUS	7.50
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-757-751.000	SENIOR ACTIVITIES	560.09
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-757-757.000	OPERATING SUPPLIES	225.64
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	101-757-931.000	BUILDING MAINTENANCE	300.00
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	206-336-727.000	OFFICE SUPPLIES	69.90
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	206-336-744.000	UNIFORMS	1,325.89
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	206-336-757.000	OPERATING SUPPLIES	765.91
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	206-336-931.001	MAINTENANCE STATION 1	17.98
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	206-336-931.003	MAINTENANCE STATION 3	636.00
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	206-336-957.000	SUBSCRIPTIONS	37.62
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	206-336-958.000	MEMBERSHIPS & DUES	26.12
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	206-336-960.000	TRAINING	165.00
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	206-336-962.000	MISCELLANEOUS	96.00
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	207-301-727.000	OFFICE SUPPLIES	77.36
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	207-301-744.000	UNIFORMS	1,588.00
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	207-301-863.001	VEHICLE MAINTENANCE	275.00
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	207-301-864.000	CONFERENCES	208.34
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	207-301-931.001	BLDG MAINTENANCE & SU	14.78
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	208-000-720.000	EVENT EXPENSES	122.52
12/01/2022	GEN	91254	FLAGSTAR BANK	10/14/22-11/10/22 CHARGES	249-000-962.000	MISCELLANEOUS	207.74
12/08/2022	GEN	91255	ALERUS FINANCIAL	12/07/22 MERS 457 CONTRIBUTIONS	101-000-231.001	PAY DEDUCT PENSION	1,783.07
12/08/2022	GEN	91255	ALERUS FINANCIAL	12/07/22 MERS 457 CONTRIBUTIONS	101-171-718.000	PENSION	38.52
12/08/2022	GEN	91255	ALERUS FINANCIAL	12/07/22 MERS 457 CONTRIBUTIONS	101-209-718.000	PENSION	85.91
12/08/2022	GEN	91255	ALERUS FINANCIAL	12/07/22 MERS 457 CONTRIBUTIONS	101-265-718.000	PENSION	35.35
12/08/2022	GEN	91255	ALERUS FINANCIAL	12/07/22 MERS 457 CONTRIBUTIONS	101-402-718.000	PENSION	57.18
12/08/2022	GEN	91255	ALERUS FINANCIAL	12/07/22 MERS 457 CONTRIBUTIONS	206-000-231.001	PAY DEDUCT PENSION	2,097.07
12/08/2022	GEN	91255	ALERUS FINANCIAL	12/07/22 MERS 457 CONTRIBUTIONS	206-336-718.000	PENSION	329.47
12/08/2022	GEN	91255	ALERUS FINANCIAL	12/07/22 MERS 457 CONTRIBUTIONS	207-000-231.001	PAY DEDUCT PENSION	1,930.68
12/08/2022	GEN	91255	ALERUS FINANCIAL	12/07/22 MERS 457 CONTRIBUTIONS	207-301-718.000	PENSION	733.73
12/08/2022	GEN	91255	ALERUS FINANCIAL	12/07/22 MERS 457 CONTRIBUTIONS	249-000-231.001	PAY DEDUCT PENSION	350.00
12/08/2022	GEN	91255	ALERUS FINANCIAL	12/07/22 MERS 457 CONTRIBUTIONS	249-000-718.000	PENSION	39.13
12/08/2022	GEN	91256	AMAZON	FLASHLIGHT - GENERAL MTCE	101-265-931.001	BLDG MAINTENANCE & SU	143

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12/08/2022	GEN	91256	AMAZON	FD, ISB CAB;E 6'	206-336-727.000	OFFICE SUPPLIES	28.24
12/08/2022	GEN	91256	AMAZON	FD, MOUSE, CPR CLASS SUPPLIES	206-336-727.000	OFFICE SUPPLIES	87.05
12/08/2022	GEN	91256	AMAZON	AGRNOVE-SOCKS	206-336-744.000	UNIFORMS	29.99
12/08/2022	GEN	91256	AMAZON	TANKER 1 AMBER CAP LIGHTED BUMPER	206-336-863.001	VEHICLE MAINTENANCE	138.82
12/08/2022	GEN	91256	AMAZON	STA 1 BATTERIES	206-336-931.001	MAINTENANCE STATION 1	19.48
12/08/2022	GEN	91256	AMAZON	STA 3, LEAF BLOWER, KITCHEN SUPPLIES	206-336-931.003	MAINTENANCE STATION 3	415.21
12/08/2022	GEN	91256	AMAZON	PD, DUTY HOLSTER, OFFICE SUPPLIES	207-301-727.000	OFFICE SUPPLIES	57.66
12/08/2022	GEN	91256	AMAZON	PD, DUTY HOLSTER, OFFICE SUPPLIES	207-301-757.000	OPERATING SUPPLIES	17.33
12/08/2022	GEN	91257	ANNA CROSS	SNC MEAL REIMBURSEMENT	207-301-960.002	SNC (STATE 911) TRAINING	18.02
12/08/2022	GEN	91258	ANTHONY SORGE INSPECTIONS, LLC	11/19/22-12/02/22 PAYROLL	249-000-706.003	CONTRACT BLDG INSPECTC	1,770.00
12/08/2022	GEN	91258	ANTHONY SORGE INSPECTIONS, LLC	11/19/22-12/02/22 PAYROLL	249-000-801.002	RENTAL INSPECTIONS	90.00
12/08/2022	GEN	91259	APOLLO FIRE	EQUIPMENT FOR NEW TANKER	206-336-977.000	EQUIPMENT ACQUISITION:	1,066.99
12/08/2022	GEN	91260	AUDIO SENTRY CORPORATION	01/01/2023-03/31/2023 SECURITY SYSTEM	101-269-931.008	EQUIP MAINT FISK	58.50
12/08/2022	GEN	91261	CINTAS	DPE/GENERAL UNIFORM MAINTENANCE	101-000-080.962	DUE FROM WATER MISCEL	9.43
12/08/2022	GEN	91261	CINTAS	DPE/GENERAL UNIFORM MAINTENANCE	101-000-080.962	DUE FROM WATER MISCEL	16.94
12/08/2022	GEN	91261	CINTAS	DPE/GENERAL UNIFORM MAINTENANCE	101-000-080.962	DUE FROM WATER MISCEL	16.94
12/08/2022	GEN	91261	CINTAS	DPE/GENERAL UNIFORM MAINTENANCE	101-000-080.962	DUE FROM WATER MISCEL	16.94
12/08/2022	GEN	91261	CINTAS	DPE/GENERAL UNIFORM MAINTENANCE	101-000-080.962	DUE FROM WATER MISCEL	16.94
12/08/2022	GEN	91261	CINTAS	DPE/GENERAL UNIFORM MAINTENANCE	101-265-931.001	BLDG MAINTENANCE & SU	15.66
12/08/2022	GEN	91261	CINTAS	DPE/GENERAL UNIFORM MAINTENANCE	101-265-931.001	BLDG MAINTENANCE & SU	15.37
12/08/2022	GEN	91261	CINTAS	DPE/GENERAL UNIFORM MAINTENANCE	101-265-931.001	BLDG MAINTENANCE & SU	15.37
12/08/2022	GEN	91261	CINTAS	DPE/GENERAL UNIFORM MAINTENANCE	101-265-931.001	BLDG MAINTENANCE & SU	15.37
12/08/2022	GEN	91261	CINTAS	DPE/GENERAL UNIFORM MAINTENANCE	101-265-931.001	BLDG MAINTENANCE & SU	15.37
12/08/2022	GEN	91262	CITYWORKS	SERVER AMS STD WORKGROUP LOGINS 50/50	101-000-080.962	DUE FROM WATER MISCEL	875.00
12/08/2022	GEN	91262	CITYWORKS	SERVER AMS STD WORKGROUP LOGINS 50/50	101-265-931.001	BLDG MAINTENANCE & SU	875.00
12/08/2022	GEN	91263	COMCAST	12/06/22-01/05/23 STA 2	206-336-757.000	OPERATING SUPPLIES	268.75
12/08/2022	GEN	91264	CONSUMERS ENERGY	10/22/22-11/22/22 STA 3	206-336-923.003	HEAT STATION 3	194.45
12/08/2022	GEN	91265	DARWEL ENTERPRISES LLC	PD, FLOOR MATS, BLANKETS	207-301-931.001	BLDG MAINTENANCE & SU	104.82
12/08/2022	GEN	91266	DLZ MICHIGAN, INC.	400 HILLTOP PLOT PLAN REVIEW	249-000-801.000	PROFESSIONAL FEES	250.00
12/08/2022	GEN	91266	DLZ MICHIGAN, INC.	9661 DAVID LANE PLOT PLAN REVIEW	249-000-801.000	PROFESSIONAL FEES	250.00
12/08/2022	GEN	91266	DLZ MICHIGAN, INC.	6320 BRENDEL ROAD PLOT PLAN REVIEW	249-000-801.000	PROFESSIONAL FEES	250.00
12/08/2022	GEN	91267	DTE ENERGY	11/01/22-11/30/22 STREET LIGHTING	101-448-926.000	STREET LIGHTING	3,635.24
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	101-000-080.716	DUE FROM WATER HOSPIT	49.76
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	101-171-716.000	HOSP & OPTICAL INSURAN	44.06
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	101-192-716.000	HOSP & OPTICAL INSURAN	10.38
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	101-209-716.000	HOSP & OPTICAL INSURAN	58.00
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	101-215-716.000	HOSP & OPTICAL INSURAN	44.06
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	101-253-716.000	HOSP & OPTICAL INSURAN	39.38
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	101-265-716.000	HOSP & OPTICAL INSURAN	15.06
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	101-372-716.000	HOSP & OPTICAL INSURAN	14

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12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	101-402-716.000	HOSP & OPTICAL INSURAN	29.56
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	101-757-716.000	HOSP & OPTICAL INSURAN	19.74
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	101-863-730.000	RETIREE HEALTH INSURAN	92.40
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	206-336-716.000	HOSP & OPTICAL INSURAN	239.94
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	206-336-716.002	RETIREE HEALTH CARE PRE	39.99
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	207-301-716.000	HOSP & OPTICAL INSURAN	502.72
12/08/2022	GEN	91268	FIDELITY SECURITY LIFE INS/EYEMED	DECEMBER PREMIUMS	207-301-716.001	RETIREE HOSP & OPTICAL I	236.63
12/08/2022	GEN	91269	FIRST CHOICE COFFEE SERVICES	STA #1 & STA #2, WATER PURIFIER FILTERS	206-336-931.001	MAINTENANCE STATION 1	39.00
12/08/2022	GEN	91269	FIRST CHOICE COFFEE SERVICES	STA #1 & STA #2, WATER PURIFIER FILTERS	206-336-931.002	MAINTENANCE STATION 2	39.00
12/08/2022	GEN	91269	FIRST CHOICE COFFEE SERVICES	STA #3, WATER PURIFIER FILTERS	206-336-931.003	MAINTENANCE STATION 3	39.00
12/08/2022	GEN	91270	GALLS, LLC	DOULETTE, ATAC BOOTS	206-336-744.000	UNIFORMS	123.99
12/08/2022	GEN	91271	GLENGARY DEVELOPMENT LLC	MOJAVE CANTINA-REFUND LANDSCAPE GUAI	101-000-283.001	DEPOSITS - CASH BONDS	8,187.50
12/08/2022	GEN	91272	HOWARD L. SHIFMAN P.C.	NOVEMBER PERSONNEL LEGAL SERVICES	101-210-826.000	LEGAL FEES	420.00
12/08/2022	GEN	91272	HOWARD L. SHIFMAN P.C.	NOVEMBER PERSONNEL LEGAL SERVICES	206-336-826.000	LEGAL FEES	180.00
12/08/2022	GEN	91272	HOWARD L. SHIFMAN P.C.	NOVEMBER PERSONNEL LEGAL SERVICES	207-301-826.002	LEGAL FEES - LABOR RELAT	45.00
12/08/2022	GEN	91273	HUTCHINSON'S ELECTRIC INC.	NEW BOX/WIRING FOR PORTABLE GENERATC	101-265-974.000	IMPROVEMENTS & BETTER	6,700.00
12/08/2022	GEN	91274	HWLBA	2023 HWLBA BUSINESS MEMBERSHIP	101-171-958.000	MEMBERSHIPS & DUES	200.00
12/08/2022	GEN	91275	IVY STOGDILL	SNC MEAL REIMBURSEMENT	101-191-710.000	FEES & PER DIEM	32.70
12/08/2022	GEN	91276	KEVIN ROLINSKI	11/08/22 ELECTION	101-191-710.000	FEES & PER DIEM	250.00
12/08/2022	GEN	91277	LENNY'S HOME SERVICE INC.	CDBG 23 HIGHLAND TERRACE BATHROOM RE	101-000-087.274	DUE FROM CDBG	4,686.00
12/08/2022	GEN	91278	LESLIE ELECTRIC COMPANY	PARTS FOR TWP GENERATOR	101-265-931.003	BLDG EQUIP MAINTENANC	7.63
12/08/2022	GEN	91279	LISA MARIE KANE	12/01/2022 PLANNING COMMISSION MTGE	101-402-710.000	PLANNING/ZBA BOARD FEI	150.00
12/08/2022	GEN	91280	MARK CARLSON	11/19/22-12/02/22 PAYROLL	101-372-706.002	PART-TIME ORDINANCE	30.00
12/08/2022	GEN	91280	MARK CARLSON	11/19/22-12/02/22 PAYROLL	249-000-707.000	ELECTRICAL INSPECTOR	1,917.00
12/08/2022	GEN	91280	MARK CARLSON	11/19/22-12/02/22 PAYROLL	249-000-801.002	RENTAL INSPECTIONS	90.00
12/08/2022	GEN	91281	MI ASSOC OF MUNICIPAL CLERKS	03/12/23-03/17/23 MAMC INSTITUTE LONDC	101-215-960.000	TRAINING	1,950.00
12/08/2022	GEN	91282	MI ASSOC OF MUNICIPAL CLERKS	2023 MEMBERSHIP RENEWALS LONDON/SAN	101-215-958.000	MEMBERSHIPS & DUES	225.00
12/08/2022	GEN	91283	MICHIGAN ASSESSORS ASSOCIATION	ASSESSING DEPT MEMBERSHIP FEE	101-209-958.000	MEMBERSHIPS & DUES	380.00
12/08/2022	GEN	91284	MICHIGAN SOLAR SOLUTIONS	REFUND DUPLICATE PMT 8271 COOLEY BEACI	249-000-478.000	ELECTRICAL PERMITS	70.00
12/08/2022	GEN	91285	MOBIL OF WHITE LAKE	DIESEL FUEL	206-336-867.000	GASOLINE	202.15
12/08/2022	GEN	91286	MULTI-LAKES CONSERVATION ASSOCI.	POLICE FEES NOV. 1,2,2022	207-301-741.000	FIRE ARMS, TRNG & RANGI	500.00
12/08/2022	GEN	91287	OAKLAND CO CHAPTER MTA	2023 MEMBERSHIP RENEWAL	101-101-958.000	MEMBERSHIPS & DUES	50.00
12/08/2022	GEN	91288	ORKIN	2023 YEARLY SERVICE - TWP	101-265-931.001	BLDG MAINTENANCE & SU	1,236.00
12/08/2022	GEN	91288	ORKIN	2023 YEARLY SERVICE - DUBLIN	101-757-931.000	BUILDING MAINTENANCE	1,094.00
12/08/2022	GEN	91289	PHOENIX SAFETY OUTFITTERS	LEATHER STRUCTURAL FIRE BOOT	206-336-744.000	UNIFORMS	350.00
12/08/2022	GEN	91290	PUBLIC NOTICE WEEKLY	11/23/22 DANGEROUS BUILDING	101-372-963.000	DANGEROUS BLDG DEMOL	208.46
12/08/2022	GEN	91290	PUBLIC NOTICE WEEKLY	11/23/22 WHITE LAKE ZONING	101-402-903.000	LEGAL NOTICES	351.98
12/08/2022	GEN	91291	R & R FIRE TRUCK REPAIR INC.	#014660 E-3 50 OIL CHGE, MAINTENANCE	206-336-863.001	VEHICLE MAINTENANCE	1,851.92
12/08/2022	GEN	91291	R & R FIRE TRUCK REPAIR INC.	#EA014659 E-C 49 OIL CHGE, MAINTENANCE	206-336-863.001	VEHICLE MAINTENANCE	1,930.06
12/08/2022	GEN	91291	R & R FIRE TRUCK REPAIR INC.	#4EA014658 E-1 48 OIL CHGE, MAINTENANCE	206-336-863.001	VEHICLE MAINTENANCE	1,613

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12/08/2022	GEN	91291	R & R FIRE TRUCK REPAIR INC.	#EA014658 E-1 PUMP TEST	206-336-863.001	VEHICLE MAINTENANCE	250.00
12/08/2022	GEN	91291	R & R FIRE TRUCK REPAIR INC.	#EA014660 E-3 PUMP TEST	206-336-863.001	VEHICLE MAINTENANCE	250.00
12/08/2022	GEN	91291	R & R FIRE TRUCK REPAIR INC.	#EA014659 E-2 PUMP TEST	206-336-863.001	VEHICLE MAINTENANCE	389.00
12/08/2022	GEN	91292	ROSATI, SCHULTZ, JOPPICH	PROSECUTIONS - NOVEMBER LEGAL	207-301-826.000	LEGAL FEES-PROSECUTION	8,333.33
12/08/2022	GEN	91293	SCOTT HERZBERG	11/19/22-12/02/22 PAYROLL	249-000-707.001	PLUMBING/MECHANICAL I	2,983.80
12/08/2022	GEN	91294	SMART BUSINESS SOURCE	DYMO GEN. DYMO BLDG WASTE CARTRIDGE	101-249-727.000	OFFICE SUPPLIES	55.40
12/08/2022	GEN	91294	SMART BUSINESS SOURCE	POUCH, BINDER	101-249-727.000	OFFICE SUPPLIES	88.46
12/08/2022	GEN	91294	SMART BUSINESS SOURCE	PENCILS, POST IT, PAPER	101-249-727.000	OFFICE SUPPLIES	90.07
12/08/2022	GEN	91294	SMART BUSINESS SOURCE	DYMO GEN. DYMO BLDG WASTE CARTRIDGE	249-000-727.000	OFFICE SUPPLIES	30.16
12/08/2022	GEN	91295	SOLTIS PLASTIC CORP.	PLEXIGLASS FOR TREASURERS COUNTER	101-265-931.001	BLDG MAINTENANCE & SU	289.23
12/08/2022	GEN	91296	STATE OF MICHIGAN (FEDERAL ID #38	BLACK ROCK LIQUOR LIC FINGERPRINTING	207-301-757.000	OPERATING SUPPLIES	43.25
12/08/2022	GEN	91296	STATE OF MICHIGAN (FEDERAL ID #38	ENDING REGISTRATION DATE 11/30/22	207-301-805.000	SEX OFFENDERS REGISTRY	30.00
12/08/2022	GEN	91297	STEED'S LAWN & LANDSCAPE LLC	11/20/22 SALT TWP, STA 1, DUBLIN	101-265-931.002	GROUNDS MAINTENANCE	350.00
12/08/2022	GEN	91298	STRYKER SALES CORPORATION	ALS EQUIPMENT - INITIAL SET UP	206-336-977.000	EQUIPMENT ACQUISITION:	** VOIDED **
12/08/2022	GEN	91299	SUBURBAN FORD	#99810 21-1 BRAKES	207-301-863.001	VEHICLE MAINTENANCE	689.15
12/08/2022	GEN	91300	SZOTT M59 CHRYSLER JEEP	#818792 DODGE DURANGO OIL CHANGE	207-301-863.001	VEHICLE MAINTENANCE	97.75
12/08/2022	GEN	91300	SZOTT M59 CHRYSLER JEEP	#818793 21-4 OIL CHANGE DODGE DURANGC	207-301-863.001	VEHICLE MAINTENANCE	83.75
12/08/2022	GEN	91301	TRACTOR SUPPLY CO.	STA 3 SOFTENER SALT	206-336-931.003	MAINTENANCE STATION 3	46.90
12/08/2022	GEN	91302	TRANSUNION RISK AND ALTERNATIVE	11/01/22-11/30/22 MONTHLY CHARGES	207-301-962.001	MISCELLANEOUS	75.00
12/08/2022	GEN	91303	TRINITY HEALTH EPIC	PD, NEW HIRE DRUG TEST	207-301-757.000	OPERATING SUPPLIES	31.50
12/08/2022	GEN	91304	TRUSTMARK VOLUNTARY BENEFIT SOI	11/01/22-11/30/22 MONTHLY PREMIUMS	101-000-232.002	PAY DEDUCT ACC/CRIT/STI	310.94
12/08/2022	GEN	91304	TRUSTMARK VOLUNTARY BENEFIT SOI	11/01/22-11/30/22 MONTHLY PREMIUMS	206-000-232.002	PAY DEDUCT ACC/CRIT/STI	275.74
12/08/2022	GEN	91304	TRUSTMARK VOLUNTARY BENEFIT SOI	11/01/22-11/30/22 MONTHLY PREMIUMS	207-000-232.002	PAY DEDUCT ACC/CRIT/STI	389.18
12/08/2022	GEN	91304	TRUSTMARK VOLUNTARY BENEFIT SOI	11/01/22-11/30/22 MONTHLY PREMIUMS	249-000-232.008	PAY DEDUCT VOL INS	86.88
12/08/2022	GEN	91305	U.S. BANK EQUIPMENT FINANCE	DUBLIN MTHLY RENT	101-757-931.000	BUILDING MAINTENANCE	129.00
12/08/2022	GEN	91306	WATKINS SEPTIC & DRAIN LLC	STA 1 SEPTIC PUMP	206-336-931.001	MAINTENANCE STATION 1	360.00
12/08/2022	GEN	91307	WEINGARTZ	PARTS FOR ZERO TURN LAWNMOWER	101-265-933.000	GROUNDS EQUIP MAINTEN	340.23
12/08/2022	GEN	91308	WEX BANK	NOVEMBER FUEL CHARGES	101-000-080.867	DUE FROM WATER GASOLI	478.90
12/08/2022	GEN	91308	WEX BANK	NOVEMBER FUEL CHARGES	101-265-867.000	GASOLINE	1,105.51
12/08/2022	GEN	91308	WEX BANK	NOVEMBER FUEL CHARGES	206-336-867.000	GASOLINE	3,729.77
12/08/2022	GEN	91308	WEX BANK	NOVEMBER FUEL CHARGES	207-301-867.000	GASOLINE	6,602.08
12/08/2022	GEN	91308	WEX BANK	NOVEMBER FUEL CHARGES	249-000-867.000	GASOLINE	85.36
12/08/2022	GEN	91309	L GROYA CONSULTING LLC	5 YEAR PARKS & REC MASTER PLAN	208-000-801.000	PROFESSIONAL SERVICES	2,637.59
12/08/2022	GEN	91310	PROGRESSIVE IRRIGATION INC.	HAWLEY PARK WINTERIZATION/SERVICE	208-000-931.001	GROUNDS MAINTENANCE	289.16
12/08/2022	GEN	91311	TOM ZAKARIAN	12/13/22 1-2PM MUSIC WITH A TOUCH OF CI	101-757-751.000	SENIOR ACTIVITIES	120.00
12/08/2022	GEN	91312	1ST HEATING & COOLING CO	ROOF UNIT PLANNING/BLDG/ACCTG/BREAK F	101-265-977.000	EQUIPMENT ACQUISITION:	11,000.00
12/15/2022	GEN	91313	DLZ MICHIGAN, INC.	ENVIRONMENTAL REVIEW/ELIZABETH LK RD	246-000-970.006	ELIZABETH LK RD RECONST	2,365.00
12/15/2022	GEN	91313	DLZ MICHIGAN, INC.	SERVICES THRU 11/04/22 ROUNDABOUT	246-000-970.006	ELIZABETH LK RD RECONST	9,985.05
12/15/2022	GEN	91314	WILLIAMS, WILLIAMS, RATTNER & PLL	NOVEMBER LEGAL SERVICES/NEW FACILITIES	246-000-970.005	CAPITAL OUTLAY-NEW TW	7,400.08
12/15/2022	GEN	91315	INTERNATIONAL MINUTE PRESS	P/R-TREE LIGHTING SIGNS	208-000-720.000	EVENT EXPENSES	284

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12/15/2022	GEN	91316	ANYONE CAN PAINT LLC	INSTRUCTOR'S FEE	101-757-751.000	SENIOR ACTIVITIES	120.00
12/15/2022	GEN	91317	DAVE & AMY'S	CATERER CHRISTMAS LUNCHEON	101-757-751.000	SENIOR ACTIVITIES	816.00
12/15/2022	GEN	91318	FIRE SYSTEMS OF MICHIGAN	KITCHEN SUPPRESSION SYSTEM INSPECTION	101-757-931.000	BUILDING MAINTENANCE	206.85
12/15/2022	GEN	91319	LEISURE UNLIMITED LLC	INSTRUCTOR'S FEE	101-757-751.000	SENIOR ACTIVITIES	105.00
12/15/2022	GEN	91320	MARLENE TURNER	INSTRUCTOR'S FEE	101-757-751.000	SENIOR ACTIVITIES	140.00
12/15/2022	GEN	91321	ABC PRINTING	SMITH, L - BUSINESS CARDS	101-101-962.000	MISCELLANEOUS	63.00
12/15/2022	GEN	91321	ABC PRINTING	BASTIONELL, D - BUSINESS CARDS	206-336-727.000	OFFICE SUPPLIES	63.00
12/15/2022	GEN	91322	AUTOZONE	(2) HEADLIGHTS	206-336-863.001	VEHICLE MAINTENANCE	38.80
12/15/2022	GEN	91323	AXON ENTERPRISE, INC.	TASER 7 HOLSTER/WING CLIP	207-301-744.000	UNIFORMS	232.01
12/15/2022	GEN	91324	BASIC	12/01/22-12/31/22 125 FSA	101-299-956.000	UNALLOCATED MISCELLAN	182.13
12/15/2022	GEN	91325	BERESFORD CO	NETBADGE CREDITS (50)	207-301-757.000	OPERATING SUPPLIES	400.00
12/15/2022	GEN	91326	BETTER MAID SERVICES, LLC	11/10/22-12/09/22 CLEANING SERVICES	101-265-931.001	BLDG MAINTENANCE & SU	2,600.00
12/15/2022	GEN	91327	BLUE CARE NETWORK	01/01/23-01/31/23 HMO ACTIVE PREMIUMS	101-215-716.000	HOSP & OPTICAL INSURAN	2,669.49
12/15/2022	GEN	91327	BLUE CARE NETWORK	01/01/23-01/31/23 HMO ACTIVE PREMIUMS	101-402-716.000	HOSP & OPTICAL INSURAN	667.37
12/15/2022	GEN	91327	BLUE CARE NETWORK	01/01/23-01/31/23 HMO ACTIVE PREMIUMS	206-336-716.000	HOSP & OPTICAL INSURAN	10,944.92
12/15/2022	GEN	91327	BLUE CARE NETWORK	01/01/23-01/31/23 HMO ACTIVE PREMIUMS	207-301-716.000	HOSP & OPTICAL INSURAN	2,002.12
12/15/2022	GEN	91328	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 FIRE ACTIVE	206-336-716.000	HOSP & OPTICAL INSURAN	12,892.15
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	101-000-080.716	DUE FROM WATER HOSPIT	6,039.57
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	101-171-716.000	HOSP & OPTICAL INSURAN	5,458.84
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	101-192-716.000	HOSP & OPTICAL INSURAN	1,161.46
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	101-209-716.000	HOSP & OPTICAL INSURAN	6,968.72
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	101-215-716.000	HOSP & OPTICAL INSURAN	1,393.75
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	101-253-716.000	HOSP & OPTICAL INSURAN	3,670.20
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	101-265-716.000	HOSP & OPTICAL INSURAN	1,974.48
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	101-372-716.000	HOSP & OPTICAL INSURAN	1,742.18
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	101-402-716.000	HOSP & OPTICAL INSURAN	1,393.75
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	101-757-716.000	HOSP & OPTICAL INSURAN	2,787.50
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	206-336-716.000	HOSP & OPTICAL INSURAN	1,742.18
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	207-301-716.000	HOSP & OPTICAL INSURAN	1,742.18
12/15/2022	GEN	91329	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION ACT	249-000-716.000	HOSP & OPTICAL INSURAN	3,135.93
12/15/2022	GEN	91330	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 FIRE RETIREE	206-336-716.002	RETIREE HEALTH CARE PRE	2,555.21
12/15/2022	GEN	91331	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION RET	101-863-730.000	RETIREE HEALTH INSURAN	2,903.65
12/15/2022	GEN	91331	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION RET	207-301-716.000	HOSP & OPTICAL INSURAN	1,742.18
12/15/2022	GEN	91331	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 MAPE & NON UNION RET	249-000-716.000	HOSP & OPTICAL INSURAN	580.73
12/15/2022	GEN	91332	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 CMD ACTIVE	207-301-716.000	HOSP & OPTICAL INSURAN	11,254.48
12/15/2022	GEN	91333	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 CMD RETIREE	207-301-716.001	RETIREE HOSP & OPTICAL I	5,575.00
12/15/2022	GEN	91334	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 PATROL ACTIVE	207-301-716.000	HOSP & OPTICAL INSURAN	33,097.60
12/15/2022	GEN	91335	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 PATROL RETIREE	207-301-716.001	RETIREE HOSP & OPTICAL I	11,963.00
12/15/2022	GEN	91336	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/01/23-01/31/23 PATROL RETIREE	207-301-716.001	RETIREE HOSP & OPTICAL I	1,655.35
12/15/2022	GEN	91337	BREEN'S LANDSCAPE & SUPPLY CENTE	ROCK SALT	101-265-931.002	GROUNDS MAINTENANCE	90

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12/15/2022	GEN	91337	BREEN'S LANDSCAPE & SUPPLY CENTE	ROCK SALT	101-265-931.002	GROUNDS MAINTENANCE	90.00
12/15/2022	GEN	91337	BREEN'S LANDSCAPE & SUPPLY CENTE	ROCK SALT	101-265-931.002	GROUNDS MAINTENANCE	90.00
12/15/2022	GEN	91337	BREEN'S LANDSCAPE & SUPPLY CENTE	ICE BYTER	101-265-931.002	GROUNDS MAINTENANCE	250.00
12/15/2022	GEN	91338	BRILLIANT SYSTEMS LLC	RESEARCH RECORDS/FOIA REQUEST	101-299-956.000	UNALLOCATED MISCELLAN	483.00
12/15/2022	GEN	91339	BRUCE R. JOHNSON, LLC	DANGEROUS BUILDINGS HEARINGS (5)	101-372-963.000	DANGEROUS BLDG DEMOL	650.00
12/15/2022	GEN	91340	CARTER'S PLUMBING INC	RETURN OVERAGE ON CONTRACTORS REGIST	249-000-452.000	CONTRACTORS GENERAL L	19.00
12/15/2022	GEN	91341	COMCAST	12/15/22-01/14/23 - STA #3 MONTHLY CHAR	206-336-757.000	OPERATING SUPPLIES	207.15
12/15/2022	GEN	91342	DLZ MICHIGAN, INC.	7420 HIGHLAND DESIGN/EASEMENT STA #1	101-265-974.000	IMPROVEMENTS & BETTER	760.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	101-000-080.716	DUE FROM WATER HOSPIT	90.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	101-000-080.716	DUE FROM WATER HOSPIT	248.79
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	101-171-716.000	HOSP & OPTICAL INSURAN	72.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	101-171-716.000	HOSP & OPTICAL INSURAN	409.22
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	101-192-716.000	HOSP & OPTICAL INSURAN	36.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	101-192-716.000	HOSP & OPTICAL INSURAN	20.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	101-209-716.000	HOSP & OPTICAL INSURAN	72.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	101-209-716.000	HOSP & OPTICAL INSURAN	20.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	101-215-716.000	HOSP & OPTICAL INSURAN	18.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	101-215-716.000	HOSP & OPTICAL INSURAN	955.25
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	101-253-716.000	HOSP & OPTICAL INSURAN	72.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	101-253-716.000	HOSP & OPTICAL INSURAN	946.32
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	101-265-716.000	HOSP & OPTICAL INSURAN	36.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	101-265-716.000	HOSP & OPTICAL INSURAN	1,294.33
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	101-372-716.000	HOSP & OPTICAL INSURAN	18.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	101-372-716.000	HOSP & OPTICAL INSURAN	52.89
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	101-402-716.000	HOSP & OPTICAL INSURAN	18.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	101-402-716.000	HOSP & OPTICAL INSURAN	197.66
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	101-757-716.000	HOSP & OPTICAL INSURAN	36.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	101-757-716.000	HOSP & OPTICAL INSURAN	1,597.83
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	101-863-730.000	RETIREE HEALTH INSURAN	90.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	206-336-716.000	HOSP & OPTICAL INSURAN	198.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	206-336-716.000	HOSP & OPTICAL INSURAN	1,677.30
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	206-336-716.002	RETIREE HEALTH CARE PRE	54.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	207-301-716.000	HOSP & OPTICAL INSURAN	522.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	207-301-716.000	HOSP & OPTICAL INSURAN	1,344.70
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	207-301-716.001	RETIREE HOSP & OPTICAL I	252.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	207-301-716.001	RETIREE HOSP & OPTICAL I	3,248.41
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	DECEMBER ADMIN FEES	249-000-716.000	HOSP & OPTICAL INSURAN	54.00
12/15/2022	GEN	91343	EMPLOYEE HEALTH INSURANCE MAN/	11/01/22-11/30/22 CLAIMS FUNDING	249-000-716.000	HOSP & OPTICAL INSURAN	20.00
12/15/2022	GEN	91344	FIRE SAVVY CONSULTANTS	WET CHEMICAL SUPPRESSION PLAN REVIEW/	249-000-801.000	PROFESSIONAL FEES	600.00
12/15/2022	GEN	91345	FLINT WELDING SUPPLY COMPANY	OXYGEN AND AIR	206-336-758.000	OXYGEN & AIR	118

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12/15/2022	GEN	91346	HOUSTON'S LAWN SERVICE	NOVEMBER MOWING/CLEANUP	101-276-932.000	CEMETERY MAINT	2,450.00
12/15/2022	GEN	91347	HURON VALLEY GUNS	DOULETTE, PANTS, SHIRTS	206-336-744.000	UNIFORMS	239.97
12/15/2022	GEN	91347	HURON VALLEY GUNS	DOULETTE, FLSHLGHT, KNIFE	206-336-744.000	UNIFORMS	164.98
12/15/2022	GEN	91347	HURON VALLEY GUNS	DOULETTE, SHIRT	206-336-744.000	UNIFORMS	74.98
12/15/2022	GEN	91347	HURON VALLEY GUNS	WRIGHT, NAME PLATE, JACKET, PANT	207-301-744.000	UNIFORMS	774.93
12/15/2022	GEN	91347	HURON VALLEY GUNS	HUNT, NAME PLATE	207-301-744.000	UNIFORMS	15.00
12/15/2022	GEN	91347	HURON VALLEY GUNS	HUNT, NAME PLATE	207-301-744.000	UNIFORMS	15.00
12/15/2022	GEN	91347	HURON VALLEY GUNS	WRIGHT, NAME PLATE	207-301-744.000	UNIFORMS	15.00
12/15/2022	GEN	91348	JUDITH M. MALINOWSKI LLP	LANDRY PSYCHOLOGICAL EVAL	206-336-835.000	MEDICAL SERVICES	500.00
12/15/2022	GEN	91349	KEVIN KELLER	DEC 2022 BOARD OF REVIEW	101-247-710.000	FEES & PER DIEM	50.00
12/15/2022	GEN	91350	KIM MCFADDEN	DEC 2022 BOARD OF REVIEW	101-247-710.000	FEES & PER DIEM	50.00
12/15/2022	GEN	91351	LAKESIDE TOWING	14 F250 TOW	101-265-863.000	VEHICLE MAINTENANCE	85.00
12/15/2022	GEN	91352	MACQUEEN EMERGENCY	JAWS AND SPREADER PREVENTATIVE MAINT	206-336-933.000	EQUIPMENT MAINTENANC	1,445.00
12/15/2022	GEN	91353	MARYANN INGRAHAM	BALANCE DUE NOVEMBER 8TH ELECTION	101-191-710.000	FEES & PER DIEM	50.00
12/15/2022	GEN	91354	MEI TOTAL ELEVATOR SOLUTIONS	NO-JAN QTRLY SERVICES	101-269-931.013	BUILDING MAINTENANCE	364.38
12/15/2022	GEN	91355	MILLERS HIGHLAND TIRE AND AUTO R	2015 FORD F250 REPAIR TERMINAL/REMOVE	101-265-933.000	GROUND EQUIP MAINTEN	414.04
12/15/2022	GEN	91355	MILLERS HIGHLAND TIRE AND AUTO R	INSTALL SALTER HARNESS	101-265-933.000	GROUND EQUIP MAINTEN	223.56
12/15/2022	GEN	91356	NICHOLAS GRABOWSKI	DEC 2022 BOARD OF REVIEW	101-247-710.000	FEES & PER DIEM	50.00
12/15/2022	GEN	91357	NICHOLS PAPER & SUPPLY CO	NYLEX VEHICLE BURSHES	206-336-863.001	VEHICLE MAINTENANCE	120.92
12/15/2022	GEN	91357	NICHOLS PAPER & SUPPLY CO	TORK TOWELS, LINERS	206-336-931.001	MAINTENANCE STATION 1	133.98
12/15/2022	GEN	91358	ORKIN	MONTHLY CHARGES	101-265-931.001	BLDG MAINTENANCE & SU	99.22
12/15/2022	GEN	91359	PHOENIX SAFETY OUTFITTERS	HELMETS/FACEBANDS	206-336-977.001	SUPPLY ACQUISITIONS 04M	1,611.31
12/15/2022	GEN	91360	PITNEY BOWES INC	EZ SEAL	101-249-727.000	OFFICE SUPPLIES	76.49
12/15/2022	GEN	91361	RITA LAFAlVE	DEC 2022 BOARD OF REVIEW	101-247-710.000	FEES & PER DIEM	50.00
12/15/2022	GEN	91362	ROSATI, SCHULTZ, JOPIICH	NOVEMBER LEGAL SERVICES	101-000-080.962	DUE FROM WATER MISCEL	31.00
12/15/2022	GEN	91362	ROSATI, SCHULTZ, JOPIICH	SQUIRES VS WLTWP NOVEMBER SERVICES	101-210-826.000	LEGAL FEES	128.00
12/15/2022	GEN	91362	ROSATI, SCHULTZ, JOPIICH	NOVEMBER LEGAL SERVICES	101-210-826.000	LEGAL FEES	186.00
12/15/2022	GEN	91362	ROSATI, SCHULTZ, JOPIICH	WLTWP VS GRUBER & DAVIS	101-210-826.000	LEGAL FEES	2,128.00
12/15/2022	GEN	91362	ROSATI, SCHULTZ, JOPIICH	NOVEMBER GENERAL LEGAL	101-210-826.000	LEGAL FEES	4,030.00
12/15/2022	GEN	91362	ROSATI, SCHULTZ, JOPIICH	ORDINANCE NOVEMBER SERVICES	101-372-955.000	ORDINANCE ENFORCEMEN	186.00
12/15/2022	GEN	91362	ROSATI, SCHULTZ, JOPIICH	NOVEMBER GENERAL LEGAL	207-301-826.000	LEGAL FEES-PROSECUTION	108.50
12/15/2022	GEN	91363	SAFEWAY SHREDDING	GEN SHREDDING	101-249-727.000	OFFICE SUPPLIES	74.95
12/15/2022	GEN	91363	SAFEWAY SHREDDING	PD SHREDDING	207-301-727.000	OFFICE SUPPLIES	50.00
12/15/2022	GEN	91364	SMART BUSINESS SOURCE	RECORDING SEC CHAIR, JACKETS, PORTFOLIO:	101-249-727.000	OFFICE SUPPLIES	247.98
12/15/2022	GEN	91364	SMART BUSINESS SOURCE	BANDAIDS, POWER STRIPS, POSTITS	101-249-727.000	OFFICE SUPPLIES	63.89
12/15/2022	GEN	91365	STATE OF MICHIGAN	10/01/22 TO 12/31/22 QUALITY ASSURANCE	206-336-757.000	OPERATING SUPPLIES	18.17
12/15/2022	GEN	91366	SUBURBAN FORD	15 FORD TRUCK REPAIRS	101-265-863.000	VEHICLE MAINTENANCE	76.00
12/15/2022	GEN	91367	TELEGATION INC. C/O COMERICA BA	11/01/22-11/30/22 MONTHLY CHARGES	101-000-080.853	DUE FROM WATER PHONE	0.14
12/15/2022	GEN	91367	TELEGATION INC. C/O COMERICA BA	11/01/22-11/30/22 MONTHLY CHARGES	101-265-853.000	TELEPHONE	14.92
12/15/2022	GEN	91367	TELEGATION INC. C/O COMERICA BA	11/01/22-11/30/22 MONTHLY CHARGES	207-301-853.000	TELEPHONE	93

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12/15/2022	GEN	91368	VERIZON WIRELESS	11/02/22-12/01/22 MONTHLY CHARGES	101-000-080.853	DUE FROM WATER PHONE	255.31
12/15/2022	GEN	91368	VERIZON WIRELESS	11/02/22-12/01/22 MONTHLY CHARGES	101-171-853.000	CELLULAR PHONE	31.73
12/15/2022	GEN	91368	VERIZON WIRELESS	11/02/22-12/01/22 MONTHLY CHARGES	101-215-853.000	CELLULAR PHONE	63.46
12/15/2022	GEN	91368	VERIZON WIRELESS	11/02/22-12/01/22 MONTHLY CHARGES	101-265-853.000	TELEPHONE	31.73
12/15/2022	GEN	91368	VERIZON WIRELESS	11/02/22-12/01/22 MONTHLY CHARGES	101-372-853.000	CELLULAR PHONE	31.73
12/15/2022	GEN	91368	VERIZON WIRELESS	11/02/22-12/01/22 MONTHLY CHARGES	101-402-853.000	CELLULAR PHONE	62.85
12/15/2022	GEN	91368	VERIZON WIRELESS	11/02/22-12/01/22 MONTHLY CHARGES	206-336-853.000	CELL PHONES	345.87
12/15/2022	GEN	91368	VERIZON WIRELESS	11/02/22-12/01/22 MONTHLY CHARGES	249-000-853.000	CELLULAR PHONE	181.65
12/15/2022	GEN	91369	JEANNE EAGEN	INSTRUCTOR FEES	101-757-751.000	SENIOR ACTIVITIES	168.00
12/16/2022	GEN	91370	AMAZON	PD, 36" CABLE CONCEALER	207-301-727.000	OFFICE SUPPLIES	19.98
12/16/2022	GEN	91370	AMAZON	PD, 3 RING BINDER	207-301-727.000	OFFICE SUPPLIES	21.44
12/16/2022	GEN	91370	AMAZON	PD, BATTERIES	207-301-727.000	OFFICE SUPPLIES	40.66
12/16/2022	GEN	91370	AMAZON	PD, VARIOUS OFFICE SUPPLIES	207-301-727.000	OFFICE SUPPLIES	208.85
12/16/2022	GEN	91370	AMAZON	PD, VARIOUS OFFICE SUPPLIES	207-301-727.000	OFFICE SUPPLIES	131.52
12/16/2022	GEN	91370	AMAZON	PD, HDMI VGA MONITORS	207-301-727.000	OFFICE SUPPLIES	319.98
12/16/2022	GEN	91370	AMAZON	PD, CALENDAR, BATTERIES, MEMORY CARD	207-301-727.000	OFFICE SUPPLIES	46.90
12/21/2022	GEN	91371	DTE ENERGY	11/10/22-12/12/22 HAWLEY PARK	208-000-921.000	ELECTRIC JUDY HAWLEY PA	15.05
12/21/2022	GEN	91371	DTE ENERGY	11/10/22-12/12/22 VETTER PARK	208-000-921.001	ELECTRIC - VETTER PARK	36.46
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	101-000-080.718	DUE FROM WATER PENSIC	33.45
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	101-000-231.001	PAY DEDUCT PENSION	1,033.03
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	101-171-718.000	PENSION	38.52
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	101-209-718.000	PENSION	85.91
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	101-265-718.000	PENSION	37.26
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	101-402-718.000	PENSION	57.18
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	206-000-231.001	PAY DEDUCT PENSION	2,208.16
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	206-336-718.000	PENSION	368.47
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	207-000-231.001	PAY DEDUCT PENSION	1,812.20
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	207-301-718.000	PENSION	735.87
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	249-000-231.001	PAY DEDUCT PENSION	350.00
12/21/2022	GEN	91372	ALERUS FINANCIAL	12/21/22 MERS 457 CONTRIBUTIONS	249-000-718.000	PENSION	39.13
12/21/2022	GEN	91373	ANTHONY SORGE INSPECTIONS, LLC	12/03/22-12/16/22 INSPECTOR PAYROLL	249-000-706.005	BUILDING INSPECTOR	1,805.00
12/21/2022	GEN	91373	ANTHONY SORGE INSPECTIONS, LLC	12/03/22-12/16/22 INSPECTOR PAYROLL	249-000-801.002	RENTAL INSPECTIONS	240.00
12/21/2022	GEN	91374	AT&T MOBILITY	11/07/22-12/06/22 MONTHLY CELL CHARGES	207-301-853.000	TELEPHONE	496.37
12/21/2022	GEN	91375	AUTOZONE	VEHICLE/EQUIP PARTS	101-265-863.000	VEHICLE MAINTENANCE	73.18
12/21/2022	GEN	91375	AUTOZONE	SALT SPREADER UNIVERSAL SOLENOI	101-265-933.000	GROUNDS EQUIP MAINTEN	22.49
12/21/2022	GEN	91375	AUTOZONE	SALT SPREADER UNIVERSAL SOLENOI RETURN	101-265-933.000	GROUNDS EQUIP MAINTEN	(22.49)
12/21/2022	GEN	91376	BASIC	COBRA ADMIN MTHLY FEE (90)	101-299-956.000	UNALLOCATED MISCELLAN	72.00
12/21/2022	GEN	91377	BCBS OF MICHIGAN	01/01/23-12/31/23 MEDICARE ADVANTAGE	101-000-080.716	DUE FROM WATER HOSPIT	696.46
12/21/2022	GEN	91377	BCBS OF MICHIGAN	01/01/23-12/31/23 MEDICARE ADVANTAGE	101-863-730.000	RETIREE HEALTH INSURAN	4,178.76
12/21/2022	GEN	91377	BCBS OF MICHIGAN	01/01/23-12/31/23 MEDICARE ADVANTAGE	206-336-716.002	RETIREE HEALTH CARE PRE	1,741

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12/21/2022	GEN	91377	BCBS OF MICHIGAN	01/01/23-12/31/23 MEDICARE ADVANTAGE	207-301-716.001	RETIREE HOSP & OPTICAL I	4,396.83
12/21/2022	GEN	91378	CORRIGAN RECORD STORAGE	12/01/22-12/31/22 STORAGE FEES	101-265-940.000	TOWNSHIP RECORD RETEN	120.45
12/21/2022	GEN	91379	DTE ENERGY	11/10/22-12/12/22 TWP HALL	101-265-921.001	ELECTRIC TWP HALL	2,557.97
12/21/2022	GEN	91379	DTE ENERGY	11/10/22-12/12/22 FISK FARM	101-269-921.004	ELECTRIC FISK	119.18
12/21/2022	GEN	91379	DTE ENERGY	11/10/22-12/12/22 M59/BOGIE STREET LIGH	101-269-921.006	M59/BOGIE PROP STREET I	140.80
12/21/2022	GEN	91379	DTE ENERGY	11/10/22-12/12/22 ANNEX	101-269-921.011	ELECTRIC-TWP ANNEX	780.64
12/21/2022	GEN	91379	DTE ENERGY	11/10/22-12/12/22 OXBOW CEMETERY	101-276-921.000	ELECTRIC OXBOW	21.69
12/21/2022	GEN	91379	DTE ENERGY	11/09/22-12/09/22 STA 2	206-336-921.002	ELECTRIC STATION 2	321.77
12/21/2022	GEN	91379	DTE ENERGY	11/10/22-12/12/22 LAKE ONA	701-000-250.001	LAKE ONA AERATION	14.79
12/21/2022	GEN	91380	JAMES D. TIPPIN	RELOCATION OF GENERATOR FENCE GATE	101-265-974.000	IMPROVEMENTS & BETTER	1,350.00
12/21/2022	GEN	91381	MARK CARLSON	12/03/22-12/16/22 INSPECTOR PAYROLL	249-000-707.000	ELECTRICAL INSPECTOR	1,887.00
12/21/2022	GEN	91381	MARK CARLSON	12/03/22-12/16/22 INSPECTOR PAYROLL	249-000-801.002	RENTAL INSPECTIONS	240.00
12/21/2022	GEN	91382	NICHOLS PAPER & SUPPLY CO	PAPER/CLEANING SUPPLIES	101-265-931.001	BLDG MAINTENANCE & SU	705.84
12/21/2022	GEN	91382	NICHOLS PAPER & SUPPLY CO	PAPER/CLEANING SUPPLIES	101-269-931.001	BLDG MAINT COMM HALL	201.66
12/21/2022	GEN	91382	NICHOLS PAPER & SUPPLY CO	PAPER/CLEANING SUPPLIES	101-269-931.013	BUILDING MAINTENANCE	302.50
12/21/2022	GEN	91382	NICHOLS PAPER & SUPPLY CO	PAPER/CLEANING SUPPLIES	101-757-931.000	BUILDING MAINTENANCE	302.50
12/21/2022	GEN	91382	NICHOLS PAPER & SUPPLY CO	PAPER/CLEANING SUPPLIES	207-301-931.001	BLDG MAINTENANCE & SU	504.17
12/21/2022	GEN	91383	OAKLAND COUNTY ASSOCIATION OF C	01/01/23-12/31/23 IVORY MEMBERSHIP	207-301-958.000	MEMBERSHIPS & DUES	30.00
12/21/2022	GEN	91384	RICOH	PD, RECORDS COPIER RENT	207-301-933.000	EQUIP LEASE/ MAINT CON	131.79
12/21/2022	GEN	91385	RIGHT TRACK RESPONSE	UPLOAD FD TRAINING CONTENT & COURSES	206-336-960.000	TRAINING	499.75
12/21/2022	GEN	91386	SCOTT HERZBERG	12/03/22-12/16/22 INSPECTOR PAYROLL	249-000-707.001	PLUMBING/MECHANICAL I	4,832.60
12/21/2022	GEN	91387	SMART BUSINESS SOURCE	PRINTER CARTRIDGE	101-249-727.000	OFFICE SUPPLIES	109.25
12/21/2022	GEN	91388	STEED'S LAWN & LANDSCAPE LLC	PREPARE YARD FOR GENERATOR PLACEMENT	101-265-974.000	IMPROVEMENTS & BETTER	1,645.00
12/21/2022	GEN	91389	SUBURBAN FORD	PD, #99811 2020 INTERCEPTOR	207-301-863.001	VEHICLE MAINTENANCE	547.75
12/21/2022	GEN	91390	VC3 INC	LENOVO NOTEBOOK	206-336-727.000	OFFICE SUPPLIES	828.76
12/21/2022	GEN	91391	WEINGARTZ	PARTS FOR SALT SPREADER	101-265-933.000	GROUNDS EQUIP MAINTEN	27.77
12/21/2022	GEN	91392	ATA NATIONAL TITLE GROUP, LLC	8335 PONTIAC LK TITLE SEARCH	101-372-963.000	DANGEROUS BLDG DEMOL	275.00
12/21/2022	GEN	91392	ATA NATIONAL TITLE GROUP, LLC	4325 OAKGUARD TITLE SEARCH	101-372-963.000	DANGEROUS BLDG DEMOL	275.00
12/21/2022	GEN	91392	ATA NATIONAL TITLE GROUP, LLC	6831 HITCHCOCK TITLE SEARCH	101-372-963.000	DANGEROUS BLDG DEMOL	275.00
12/21/2022	GEN	91392	ATA NATIONAL TITLE GROUP, LLC	1328 CLEARWATER TITLE SEARCH	101-372-963.000	DANGEROUS BLDG DEMOL	275.00
12/21/2022	GEN	91392	ATA NATIONAL TITLE GROUP, LLC	9090 BUCKINGHAM TITLE SEARCH	101-372-963.000	DANGEROUS BLDG DEMOL	275.00
12/21/2022	GEN	91393	COMCAST	12/22/22-01/21/23 MTHLY SERVICES	101-000-080.962	DUE FROM WATER MISCEL	96.65
12/21/2022	GEN	91393	COMCAST	12/22/22-01/21/23 MTHLY SERVICES	101-265-971.000	TECHNOLOGY EQUIPMENT	146.94
12/21/2022	GEN	91393	COMCAST	12/22/22-01/21/23 MTHLY SERVICES	206-336-757.000	OPERATING SUPPLIES	152.23
12/21/2022	GEN	91393	COMCAST	12/22/22-01/21/23 MTHLY SERVICES	207-301-757.000	OPERATING SUPPLIES	135.18
12/21/2022	GEN	91393	COMCAST	12/22/22-01/21/23 MTHLY SERVICES	249-000-971.000	TECHNOLOGY EQUIPMENT	96.64
12/21/2022	GEN	91394	FIRE SAVVY CONSULTANTS	TACO BELL FIRE REVIEW	249-000-801.000	PROFESSIONAL FEES	400.00
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-000-080.716	DUE FROM WATER HOSPIT	87.25
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-000-080.717	DUE FROM WATER GROUP	39.25
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-000-080.724	DUE FROM WATER DENTA	319

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12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-000-232.002	PAY DEDUCT ACC/CRIT/STI	663.83
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-101-717.000	GROUP LIFE INSURANCE	31.40
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-171-716.000	HOSP & OPTICAL INSURAN	159.76
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-171-717.000	GROUP LIFE INSURANCE	31.40
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-171-724.000	DENTAL INSURANCE	315.54
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-192-716.000	HOSP & OPTICAL INSURAN	87.81
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-192-717.000	GROUP LIFE INSURANCE	15.70
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-192-724.000	DENTAL INSURANCE	67.00
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-209-716.000	HOSP & OPTICAL INSURAN	147.70
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-209-717.000	GROUP LIFE INSURANCE	31.40
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-209-724.000	DENTAL INSURANCE	438.84
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-215-716.000	HOSP & OPTICAL INSURAN	149.23
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-215-717.000	GROUP LIFE INSURANCE	31.40
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-215-724.000	DENTAL INSURANCE	315.54
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-253-716.000	HOSP & OPTICAL INSURAN	151.30
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-253-717.000	GROUP LIFE INSURANCE	31.40
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-253-724.000	DENTAL INSURANCE	315.54
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-265-716.000	HOSP & OPTICAL INSURAN	57.92
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-265-717.000	GROUP LIFE INSURANCE	15.70
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-265-724.000	DENTAL INSURANCE	96.12
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-372-716.000	HOSP & OPTICAL INSURAN	35.46
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-372-717.000	GROUP LIFE INSURANCE	7.85
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-372-724.000	DENTAL INSURANCE	109.71
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-402-716.000	HOSP & OPTICAL INSURAN	124.01
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-402-717.000	GROUP LIFE INSURANCE	23.55
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-402-724.000	DENTAL INSURANCE	205.83
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-757-716.000	HOSP & OPTICAL INSURAN	65.19
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-757-717.000	GROUP LIFE INSURANCE	15.70
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-757-724.000	DENTAL INSURANCE	125.24
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	101-863-730.000	RETIREE HEALTH INSURAN	(33.50)
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	206-000-232.002	PAY DEDUCT ACC/CRIT/STI	238.37
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	206-336-716.000	HOSP & OPTICAL INSURAN	709.68
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	206-336-717.000	GROUP LIFE INSURANCE	180.55
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	206-336-724.000	DENTAL INSURANCE	1,801.50
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	207-000-232.002	PAY DEDUCT ACC/CRIT/STI	426.99
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	207-301-716.000	HOSP & OPTICAL INSURAN	1,333.98
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	207-301-717.000	GROUP LIFE INSURANCE	290.45
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	207-301-724.000	DENTAL INSURANCE	3,088.40
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	249-000-716.000	HOSP & OPTICAL INSURAN	108.96
12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	249-000-717.000	GROUP LIFE INSURANCE	23

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12/21/2022	GEN	91395	GIS BENEFITS	01/01/23-01/31/23 LIFE, DENTAL, ADD	249-000-724.000	DENTAL INSURANCE	282.04
12/21/2022	GEN	91396	HURON CEMETERY MAINTENANCE INC	DILCHER, GIRST, CREMAINS BURIAL	101-276-935.000	CEMETERY-GRAVESITE OPE	1,150.00
12/21/2022	GEN	91397	JENNIFER EDENS	12/20/22 REG BOARD MEETING	101-101-710.000	FEES & PER DIEM	175.00
12/21/2022	GEN	91398	JOHN HANCOCK-70482-00-5	DECEMER 2022 PREMIUM CONTRIBUTIONS	101-000-080.718	DUE FROM WATER PENSIC	712.40
12/21/2022	GEN	91398	JOHN HANCOCK-70482-00-5	DECEMER 2022 PREMIUM CONTRIBUTIONS	101-000-231.001	PAY DEDUCT PENSION	395.78
12/21/2022	GEN	91398	JOHN HANCOCK-70482-00-5	DECEMER 2022 PREMIUM CONTRIBUTIONS	101-209-718.000	PENSION	1,034.87
12/21/2022	GEN	91398	JOHN HANCOCK-70482-00-5	DECEMER 2022 PREMIUM CONTRIBUTIONS	206-336-718.000	PENSION	200.51
12/21/2022	GEN	91399	STRYKER SALES CORPORATION	ALS PROGRAM EQUIPMENT	206-336-977.000	EQUIPMENT ACQUISITION:	185,170.90
12/21/2022	GEN	91400	WHITE LAKE TOWNSHIP	12-13-128-001 GALE ISL SADS	101-269-971.000	PROPERTY ACQUISITIONS	221.27
12/21/2022	GEN	91400	WHITE LAKE TOWNSHIP	12-13-128-012 GALE ISL SADS	101-269-971.000	PROPERTY ACQUISITIONS	938.23
12/21/2022	GEN	91400	WHITE LAKE TOWNSHIP	12-13-128-022 GALE ISL SADS	101-269-971.000	PROPERTY ACQUISITIONS	961.32
12/21/2022	GEN	91400	WHITE LAKE TOWNSHIP	12-13-128-020 GALE ISL SADS	101-269-971.000	PROPERTY ACQUISITIONS	2,001.13
12/21/2022	GEN	91400	WHITE LAKE TOWNSHIP	12-13-202-009 GALE ISL SADS	101-269-971.000	PROPERTY ACQUISITIONS	221.26
12/21/2022	GEN	91400	WHITE LAKE TOWNSHIP	12-13-202-012 GALE ISL SADS	101-269-971.000	PROPERTY ACQUISITIONS	961.31
12/28/2022	GEN	91401	JEANNE EAGEN	INSTRUCTOR FEES	101-757-751.000	SENIOR ACTIVITIES	122.00
12/28/2022	GEN	91402	KATHLEEN GORDINEAR	MILEAGE REIMBURSEMENT	101-757-860.000	MILEAGE	26.25
12/28/2022	GEN	91403	LEISURE UNLIMITED LLC	INSTRUCTOR'S FEE	101-757-751.000	SENIOR ACTIVITIES	59.00
12/28/2022	GEN	91404	MARLENE TURNER	INSTRUCTOR'S FEE	101-757-751.000	SENIOR ACTIVITIES	105.00
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	101-000-080.962	DUE FROM WATER MISCEL	600.00
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	101-000-232.005	PAY DEDUCT HOSP	538.64
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	101-171-718.001	HEALTH CARE SAVINGS PRI	200.00
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	101-209-718.001	HEALTH CARE SAVINGS PRI	300.00
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	101-215-718.001	HEALTH CARE SAVINGS PRI	632.02
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	101-253-718.001	HEALTH CARE SAVINGS PRI	396.40
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	101-265-718.001	HEALTH CARE SAVINGS PRI	100.00
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	101-402-718.001	HEALTH CARE SAVINGS PRI	200.00
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	101-757-718.001	HEALTH CARE SAVINGS PRI	100.00
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	206-000-232.005	PAY DEDUCT HOSP	1,647.60
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	206-336-718.002	HEALTH CARE SAVINGS PL/	1,922.20
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	207-000-232.005	PAY DEDUCT HOSP	3,450.01
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	207-301-718.001	HEALTH CARE SAVINGS PRI	4,125.01
12/28/2022	GEN	91405	ALERUS FINANICAL	12/01/22-12/31/22 EE & ER HCSP CONTRIBU	249-000-718.001	HEALTH CARE SAVINGS PRI	300.00
12/28/2022	GEN	91406	AMAZON	PD, LASER TONER CARTRIDGE	207-301-727.000	OFFICE SUPPLIES	39.98
12/28/2022	GEN	91406	AMAZON	PD, TONER CARTRIDGE	207-301-727.000	OFFICE SUPPLIES	178.92
12/28/2022	GEN	91407	BREEN'S LANDSCAPE & SUPPLY CENTE	ROCK SALT	101-265-931.002	GROUNDS MAINTENANCE	90.00
12/28/2022	GEN	91407	BREEN'S LANDSCAPE & SUPPLY CENTE	ROCK SALT	101-265-931.002	GROUNDS MAINTENANCE	90.00
12/28/2022	GEN	91407	BREEN'S LANDSCAPE & SUPPLY CENTE	ROCK SALT	101-265-931.002	GROUNDS MAINTENANCE	270.00
12/28/2022	GEN	91407	BREEN'S LANDSCAPE & SUPPLY CENTE	ROCK SALT	101-265-931.002	GROUNDS MAINTENANCE	90.00
12/28/2022	GEN	91408	COMCAST	01/01/23-01/31/23 SENIOR CENTER	101-757-751.000	SENIOR ACTIVITIES	313.47
12/28/2022	GEN	91409	DARWEL ENTERPRISES LLC	PD FLOOR MATS, BLANKETS	207-301-931.001	BLDG MAINTENANCE & SU	104

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12/28/2022	GEN	91410	DLZ MICHIGAN, INC.	MAP UPDATES	101-402-801.000	PROFESSIONAL FEES	937.50
12/28/2022	GEN	91411	DTE ENERGY	11/18/22-12/19/22 COMM HALL	101-269-921.001	ELECTRIC COMM HALL	69.45
12/28/2022	GEN	91411	DTE ENERGY	11/22/22-12/21/22 MOBILE OFFICE	101-269-921.004	ELECTRIC FISK	166.06
12/28/2022	GEN	91411	DTE ENERGY	11/22/22-12/21/22 STREET LIGHT FISK	101-269-921.004	ELECTRIC FISK	21.87
12/28/2022	GEN	91411	DTE ENERGY	11/18/22-12/19/22 WHITE LAKE CEMETERY	101-276-921.001	ELECTRIC WHITE LAKE	29.58
12/28/2022	GEN	91411	DTE ENERGY	11/18/22-12/19/22 STA 1	206-336-921.001	ELECTRIC STATION 1	853.44
12/28/2022	GEN	91411	DTE ENERGY	11/19/22-12/20/22 FD OUTDOOR LIGHTING	206-336-921.001	ELECTRIC STATION 1	22.46
12/28/2022	GEN	91411	DTE ENERGY	11/18/22-12/19/22 STA 3	206-336-921.003	ELECTRIC STATION 3	297.41
12/28/2022	GEN	91412	FOUNDATION SYSTEMS OF MI	REFUND CANCELLED BUILDING PERMIT 6455	249-000-477.000	BUILDING PERMITS	183.60
12/28/2022	GEN	91412	FOUNDATION SYSTEMS OF MI	REFUND CANCELED PLUMBING PERMIT 6455	249-000-480.000	PLUMBING PERMITS	54.00
12/28/2022	GEN	91413	HURON VALLEY GUNS	NEW HIRE UNIFORM=PANT	207-301-744.000	UNIFORMS	84.99
12/28/2022	GEN	91414	NICHOLS PAPER & SUPPLY CO	PINKY TOILET BOWL CLEANER	101-265-931.001	BLDG MAINTENANCE & SU	152.74
12/28/2022	GEN	91414	NICHOLS PAPER & SUPPLY CO	PINKY TOILET BOWL CLEANER	101-269-931.001	BLDG MAINT COMM HALL	43.64
12/28/2022	GEN	91414	NICHOLS PAPER & SUPPLY CO	PINKY TOILET BOWL CLEANER	101-269-931.013	BUILDING MAINTENANCE-	65.46
12/28/2022	GEN	91414	NICHOLS PAPER & SUPPLY CO	PINKY TOILET BOWL CLEANER	101-757-931.000	BUILDING MAINTENANCE	65.46
12/28/2022	GEN	91414	NICHOLS PAPER & SUPPLY CO	PINKY TOILET BOWL CLEANER	207-301-931.001	BLDG MAINTENANCE & SU	109.10
12/28/2022	GEN	91415	NYE UNIFORM EAST	FISCHER-TACTICAL PANT	206-336-744.000	UNIFORMS	79.03
12/28/2022	GEN	91416	OAK CO ASSN TWP SUPERVISORS	2023 TOWNSHIP DUES	101-101-958.000	MEMBERSHIPS & DUES	125.00
12/28/2022	GEN	91417	PRIORITY ONE EMERGENCY	VEHICLE 21-6 UPFITTING	207-301-977.000	EQUIPMENT ACQUISITION:	8,726.75
12/28/2022	GEN	91418	PUBLIC NOTICE WEEKLY	11/30/22 BOARD MEETING SNYOPSIS	101-215-903.000	LEGAL NOTICES	268.61
12/28/2022	GEN	91419	SMART BUSINESS SOURCE	GEN TWP PENS	101-249-727.000	OFFICE SUPPLIES	32.28
12/28/2022	GEN	91420	TOLEDO ELEVATOR	INSTALL NEW PHONE IN ELEVATOR	101-269-931.013	BUILDING MAINTENANCE-	1,519.00
12/28/2022	GEN	91421	UNITED PARCEL SERVICE	POSTAGE BULK PACKAGE	101-248-730.000	POSTAGE	8.85
12/28/2022	GEN	91422	WATER DEPOT	GEN TWP BOTTLED WATER	101-265-931.001	BLDG MAINTENANCE & SU	105.25
12/28/2022	GEN	91422	WATER DEPOT	PD BOTTLED WATER	207-301-931.001	BLDG MAINTENANCE & SU	37.75
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	101-000-080.962	DUE FROM WATER MISCEL	1,082.15
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	101-101-958.000	MEMBERSHIPS & DUES	230.00
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	101-249-727.000	OFFICE SUPPLIES	110.65
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	101-265-931.001	BLDG MAINTENANCE & SU	41.25
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	101-265-931.003	BLDG EQUIP MAINTENANC	82.96
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	101-265-933.000	GROUPS EQUIP MAINTEN	47.58
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	101-757-751.000	SENIOR ACTIVITIES	244.89
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	206-336-727.000	OFFICE SUPPLIES	57.19
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	206-336-744.000	UNIFORMS	720.71
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	206-336-863.001	VEHICLE MAINTENANCE	385.36
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	206-336-933.000	EQUIPMENT MAINTENANC	935.00
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	206-336-958.000	MEMBERSHIPS & DUES	272.37
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	207-301-727.000	OFFICE SUPPLIES	327.35
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	207-301-741.000	FIRE ARMS, TRNG & RANGI	1,484.55
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	207-301-744.000	UNIFORMS	505

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12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	207-301-757.000	OPERATING SUPPLIES	173.84
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	207-301-864.000	CONFERENCES	660.00
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	207-301-931.001	BLDG MAINTENANCE & SU	34.84
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	207-301-958.000	MEMBERSHIPS & DUES	503.48
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	207-301-960.002	SNC (STATE 911) TRAINING	188.70
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	207-301-962.001	MISCELLANEOUS	1,681.51
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	208-000-720.000	EVENT EXPENSES	407.75
12/29/2022	GEN	91423	FLAGSTAR BANK	11/11/22-12/13/22 CHARGES	701-000-284.000	DEPOSITS RESTRICTED	911.51
12/29/2022	GEN	91424	ALERUS FINANCIAL	12/21/22 MERS 457 CONTR-EMP (WRIGHT)	207-301-718.000	PENSION	57.59
GEN Total							800,657.41
12/08/2022	PA-CK	1900	OAKLAND COUNTY	DEC 2022 GRASS LK INTEREST	245-900-972.011	DEBT SERVICE GRASS LK AI	145.93
12/08/2022	PA-CK	1900	OAKLAND COUNTY	SEP 2022 GRASS LK INTEREST	245-900-972.011	DEBT SERVICE GRASS LK AI	145.93
12/08/2022	PA-CK	1901	WHITE LAKE TOWNSHIP	8415 ELIZABETH LK PLUMBING PERMIT	245-900-972.006	SAD SEWER CONNECTS	50.00
12/08/2022	PA-CK	1901	WHITE LAKE TOWNSHIP	8415 ELIZABETH LAKE ELECTRICAL PERMIT	245-900-972.006	SAD SEWER CONNECTS	50.00
12/08/2022	PA-CK	1902	WHITE LAKE TOWNSHIP	8415 ELIZABETH CONNECTION FEES	245-900-972.006	SAD SEWER CONNECTS	9,096.00
12/08/2022	PA-CK	1903	WHITE LAKE TOWNSHIP	8415 ELIZABETH LAKE OAK COUNTY SEWER PI	245-900-972.006	SAD SEWER CONNECTS	200.00
12/14/2022	PA-CK	1904	OAKLAND COUNTY	9545 STEEP HOLLOW DR SEWER CONNECTIOI	245-900-972.006	SAD SEWER CONNECTS	30.00
12/15/2022	PA-CK	1905	DLZ MICHIGAN, INC.	9545 STEEPHOLLOW DESIGN/EASEMENT	245-900-972.006	SAD SEWER CONNECTS	330.00
12/15/2022	PA-CK	1906	WHITE LAKE TOWNSHIP	10540 PARSHALL AVE ELECTRICAL PERMIT	245-900-972.006	SAD SEWER CONNECTS	50.00
12/15/2022	PA-CK	1906	WHITE LAKE TOWNSHIP	10540 PARSHALL AVE ELECTRICAL PERMIT	245-900-972.006	SAD SEWER CONNECTS	50.00
12/15/2022	PA-CK	1907	WHITE LAKE TOWNSHIP	9545 STEEPHOLLOW GRINDER STA, ADMIN FE	245-900-972.006	SAD SEWER CONNECTS	3,279.39
12/15/2022	PA-CK	1908	WHITE LAKE TOWNSHIP	10540 PARSHALL AVE OAK COUNTY SEWER PI	245-900-972.006	SAD SEWER CONNECTS	200.00
12/15/2022	PA-CK	1909	WHITE LAKE TOWNSHIP	10540 PARSHALL AVE SEWER CONNECT FEES	245-900-972.006	SAD SEWER CONNECTS	7,784.00
12/21/2022	PA-CK	1910	WHITE LAKE TOWNSHIP	1159 CLEARWATER PLUMBING PERMIT	245-900-972.006	SAD SEWER CONNECTS	50.00
12/21/2022	PA-CK	1910	WHITE LAKE TOWNSHIP	1159 CLEARWATER ELECTRICAL PERMIT	245-900-972.006	SAD SEWER CONNECTS	50.00
12/21/2022	PA-CK	1911	WHITE LAKE TOWNSHIP	1159 CLEARWATER	245-900-972.006	SAD SEWER CONNECTS	200.00
12/21/2022	PA-CK	1912	WHITE LAKE TOWNSHIP	1159 CLEARWATER SEWER CONNECTION FEE:	245-900-972.006	SAD SEWER CONNECTS	9,096.00
PA-CK Total							30,807.25
12/08/2022	SEWFD	4044	COMMERCE TOWNSHIP	NOVEMBER SEWER CONNECTIONS	590-000-969.000	CONNECTION EXPENSE-CO	18,741.00
12/15/2022	SEWFD	4045	DLZ MICHIGAN, INC.	OAKRIDGE PARK SANITARY SEWER	245-000-214.590	DUE TO SEWER FUND	(170.00)
12/15/2022	SEWFD	4045	DLZ MICHIGAN, INC.	OAKRIDGE PARK SANITARY SEWER	245-000-965.999	TRANSFER TO SEWER FUNI	170.00
12/15/2022	SEWFD	4045	DLZ MICHIGAN, INC.	OAKRIDGE PARK SANITARY SEWER	590-000-087.245	DUE FROM PA 188	170.00
12/15/2022	SEWFD	4045	DLZ MICHIGAN, INC.	OAKRIDGE PARK SANITARY SEWER	590-000-158.000	CONSTRUCTION IN PROGR	170.00
12/15/2022	SEWFD	4045	DLZ MICHIGAN, INC.	OAKRIDGE PARK SANITARY SEWER	590-000-699.000	TRANSFER IN FROM PA-18:	(170.00)
12/15/2022	SEWFD	4045	DLZ MICHIGAN, INC.	2022 GEN SEWER SERVICES	590-000-801.000	PROFESSIONAL FEES	132.50
SEWFD Total							19,043.50
12/07/2022	TAX	6750	CORELOGIC TAX SERVICES	SUMMER TAX REFUND 12-26-157-022 PRE AC	703-000-385.005	DUE TO OTHERS (REFUNDS	1,772.23
12/19/2022	TAX	6751	CORELOGIC TAX SERVICES	ASSESSORCHG 12-23-203-013 PRE TAX REFUN	703-000-385.005	DUE TO OTHERS (REFUNDS	11,946.52
12/19/2022	TAX	6752	LERETA, LLC	DBOR CHG 12-13-157-010 POV TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	3,047.20
12/19/2022	TAX	6753	TINA SHERMAN	DBOR 12-07-130-068 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	583

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12/19/2022	TAX	6754	DAVID ALLEN	DBOR 12-12-326-007 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	2,128.56
12/19/2022	TAX	6755	FIRST AMERICAN TITLE INSURANCE CO	DBOR 12-24-104-008 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	1,643.97
12/19/2022	TAX	6756	SHEILA BUELL	DBOR 12-24-378-020 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	705.76
12/19/2022	TAX	6757	CONNER JONES	DBOR 12-24-426-024 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	3,076.27
12/19/2022	TAX	6758	FIDELITY NATIONAL TITLE CO, LLC	DBOR CHG 12-24-426-024 VET TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	1,730.15
12/19/2022	TAX	6759	JOHN HALLERAN	DBOR 12-25-204-027 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	3,440.69
12/19/2022	TAX	6760	PATRICK CUNNINGHAM	DBOR 12-26-201-019 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	877.38
12/19/2022	TAX	6761	ROBERT REID	DBOR 12-28-352-024 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	3,462.29
12/19/2022	TAX	6762	ATA NATIONAL TITLE GROUP, LLC	DBOR 12-29-201-007 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	2,723.27
12/19/2022	TAX	6763	MARIANNE DEANGELIS	DBOR 12-34-352-013 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	3,312.22
12/19/2022	TAX	6764	JANICE MILLS	DBOR 12-35-233-030 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	704.78
12/19/2022	TAX	6765	JAMES GLENNIE	DBOR 12-35-432-022 SUMMER TAX REFUND	703-000-385.005	DUE TO OTHERS (REFUNDS	2,184.56
12/27/2022	TAX	6766	IOAN MARINESCU	WINTER TAX REFUND 12-31-176-012 OVERPA	703-000-385.005	DUE TO OTHERS (REFUNDS	9.00
12/27/2022	TAX	6767	SHEILA SPANGLER	WINTER TAX REFUND 12-31-427-021 SA LKON	703-000-385.005	DUE TO OTHERS (REFUNDS	235.00
12/27/2022	TAX	6768	KAREN TAIT	WINTER TAX REFUND 12-31-427-031 SA LKON	703-000-385.005	DUE TO OTHERS (REFUNDS	235.00
12/27/2022	TAX	6769	KENNETH SZNYR	WINTER TAX REFUND 12-31-427-035 SA LKON	703-000-385.005	DUE TO OTHERS (REFUNDS	235.00
12/27/2022	TAX	6770	WILLIAM SLOWINSKI	WINTER TAX REFUND 12-31-477-019 SA LKON	703-000-385.005	DUE TO OTHERS (REFUNDS	235.00
12/27/2022	TAX	6771	DOUGLAS SORDYL	WINTER TAX REFUND 12-32-300-026 SA LKON	703-000-385.005	DUE TO OTHERS (REFUNDS	235.00
TAX Total							44,522.94
12/01/2022	TNA	14939	65TH DISTRICT COURT	BOND FOR BROWN, NATIRA DESARAE	701-000-287.002	DUE TO COURTS	1,100.00
12/01/2022	TNA	14940	DTE ENERGY	MANDON LAKE OCT/NOV CHARGES	701-000-250.013	MANDON LAKE	32.82
12/08/2022	TNA	14941	KENNEDY INDUSTRIES	10431 HIGHLAND CARTER'S PLUMBING GRINI	701-000-284.006	GRINDER PUMP INSTALLS	25,098.00
12/08/2022	TNA	14942	OAKLAND COUNTY ANIMAL CONTROL	11/01/22-11/29/22 DOG TAGS	701-000-285.011	DUE TO OAKLAND CO DOG	37.50
12/08/2022	TNA	14943	OAKLAND COUNTY WATER RESOURCE	NOVEMBER SEWER PERMITS	701-000-287.005	DUE TO OAKLAND CO SEW	600.00
12/08/2022	TNA	14944	WHITE LAKE TREASURER	11/01/22-11/29/22 DOG TAGS	701-000-285.012	DUE TO G/F DOG LICENSE	2.50
12/14/2022	TNA	14945	OAKLAND COUNTY	90 CROUTTY AVE GRINDER PUMP EASEMENT	701-000-284.006	GRINDER PUMP INSTALLS	30.00
12/14/2022	TNA	14946	OAKLAND COUNTY	8330 HIGHLAND RD AVE GRINDER PUMP EAS	701-000-284.006	GRINDER PUMP INSTALLS	30.00
12/15/2022	TNA	14947	C & E CONSTRUCTION CO INC	90 CROUTTY AVENUE GRINDER INSTALL	701-000-284.006	GRINDER PUMP INSTALLS	7,775.00
12/15/2022	TNA	14948	DLZ MICHIGAN, INC.	PHASE 2 CONSTRUCTION DUBLIN ELEM	701-000-286.443	DUBLIN SCHOOL RAZE/REP	170.00
12/15/2022	TNA	14948	DLZ MICHIGAN, INC.	PROFESSIONAL SERVICES THRU 11/30/22	701-000-286.464	NORTH SHORE CONDO WA	1,617.50
12/15/2022	TNA	14948	DLZ MICHIGAN, INC.	PROFESSIONAL SERVICES THRU 10/07/22	701-000-286.464	NORTH SHORE CONDO WA	715.00
12/15/2022	TNA	14949	OAKLAND COUNTY TREASURER	DECEMBER 2022 TRAILER TAX	701-000-287.003	DUE TO OAKLAND CO TR T.	4,260.00
12/15/2022	TNA	14950	ROSATI, SCHULTZ, JOPPICH	KOHL'S NOVEMBER LEGAL	701-000-286.266	KOHL'S	356.50
12/15/2022	TNA	14950	ROSATI, SCHULTZ, JOPPICH	COMFORT CARE NOVEMBER LEGAL	701-000-286.453	COMFORT CARE ASSISTED	186.00
12/15/2022	TNA	14951	WHITE LAKE TOWNSHIP	90 CROUTTY AVE GRINDER STA, ADMIN FEE	701-000-284.006	GRINDER PUMP INSTALLS	3,279.39
12/15/2022	TNA	14952	WHITE LAKE TOWNSHIP TREASURER	DECEMBER 2022 TRAILER TAX	701-000-285.013	DUE TO G/F TRAILER PARK	852.00
12/20/2022	TNA	14953	67TH DISTRICT COURT	BOND-JODY LEE HUTCHINSON	701-000-287.002	DUE TO COURTS	200.00
12/21/2022	TNA	14954	C & E CONSTRUCTION CO INC	8330 HIGHLAND RD (PUPPY PIRATES) INSTALL	701-000-284.006	GRINDER PUMP INSTALLS	8,621.00
12/21/2022	TNA	14954	C & E CONSTRUCTION CO INC	1385 SUGDEN LK GRINDER STA INSTALL	701-000-284.006	GRINDER PUMP INSTALLS	6,015.00
12/21/2022	TNA	14955	DTE ENERGY	11/10/22-12/12/22 LAKE ONA	701-000-250.001	LAKE ONA AERATION	1,464.00

WHITE LAKE TWP.

DECEMBER 2022 CHECK DISBURSEMENTS

Section 6, Item B.

Check Date	Bank	Check #	Payee	Description	GL #	Account Name	
12/21/2022	TNA	14955	DTE ENERGY	11/10/22-12/12/22 LAKE ONA	701-000-250.001	LAKE ONA AERATION	14.79
12/21/2022	TNA	14955	DTE ENERGY	11/10/22-12/12/22 LAKE ONA	701-000-250.001	LAKE ONA AERATION	96.04
12/21/2022	TNA	14956	DTE ENERGY	11/10/22-12/12/22 GRASS LAKE WELL	701-000-250.005	GRASS LAKE SAD	14.79
12/21/2022	TNA	14957	DTE ENERGY	11/11/22-12/13/22 ROUND LAKE IMPROV	701-000-250.006	ROUND LAKE IMPROVEME	14.79
12/21/2022	TNA	14958	WHITE LAKE TOWNSHIP	8330 HIGHLAND PUPPY PIRATES ADMIN FEE	701-000-284.006	GRINDER PUMP INSTALLS	898.85
12/21/2022	TNA	14959	COMMUNITY SHARING OUTREACH CE	2022 FOOD DRIVE	701-000-284.000	DEPOSITS RESTRICTED	50.00
12/21/2022	TNA	14960	OPEN DOOR OUTREACH CENTER	2022 FOOD DRIVE	701-000-284.000	DEPOSITS RESTRICTED	50.00
12/21/2022	TNA	14961	WHITE LAKE PRESBYTARIAN CHURCH	2022 FOOD DRIVE	701-000-284.000	DEPOSITS RESTRICTED	50.00
12/22/2022	TNA	14962	20TH DISTRICT COURT	BOND-CHARLES RONALD MEIER	701-000-287.002	DUE TO COURTS	350.00
12/27/2022	TNA	14963	54-B DISTRICT COURT	BOND FOR EMMANUEL ESTRADA	701-000-287.002	DUE TO COURTS	213.00
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	PRELIMINARY SITE PLAN REVIEW	701-000-286.219	WHITE LK CROSSING 05-01	75.00
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	CONSTRUCTION SERVICES	701-000-286.407	PRESERVE AT HIDDEN LAKE	1,332.50
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	AS BUILTS, CONSTRUCTION INSPECTION	701-000-286.412	TRAILSIDE MEADOWS	47.50
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	MASTER DEED AND CONSTRUCTION SERVICES	701-000-286.418	EAGLES LANDING/BOGIE L	487.50
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	AS BUILTS, CLOSEOUT WRC EGLE	701-000-286.442	NEW HOPE WHITE LAKE	1,050.00
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	ACCESS EASEMENT REVIEW AND GRADING	701-000-286.451	TACO BELL- BOGIE & M59	330.00
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	PSP MEETINGS/COOR WEST VALLEY	701-000-286.453	COMFORT CARE ASSISTED	115.00
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	PSP REVIEW	701-000-286.455	WHITE LAKE HILL/AVALON	1,000.00
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	FEP REVIEW, PRE CON AND EASEMENT REVIE	701-000-286.457	HYPERSHINE CAR WASH	1,012.50
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	PSP REVIEW	701-000-286.460	BLACK ROCK	510.00
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	PSP REVIEW	701-000-286.461	3 UNION LAKE	1,056.25
12/28/2022	TNA	14964	DLZ MICHIGAN, INC.	PSP REVIEW #1	701-000-286.462	COSMO'S CAR WASH	510.00
12/28/2022	TNA	14965	DTE ENERGY	11/10/22-12/12/22 MANDON LAKE	701-000-250.013	MANDON LAKE	14.79
TNA Total							71,735.92
12/08/2022	WAT	7840	1ST HEATING & COOLING CO	6260 GLR FASCO 9721 REPLACEMENT	591-000-931.000	REPAIR & MAINT BLDG & E	507.00
12/08/2022	WAT	7841	CONSUMERS ENERGY	10/22/22-11/21/22 STEEPHOLLOW	591-000-923.001	GAS TWIN LAKES	75.48
12/08/2022	WAT	7841	CONSUMERS ENERGY	10/21/22-11/21/22 GRASS LAKE RD	591-000-923.004	GAS GRASS LAKE	65.38
12/08/2022	WAT	7841	CONSUMERS ENERGY	10/21/22-11/22/22 FOX BAY	591-000-923.004	GAS GRASS LAKE	76.60
12/08/2022	WAT	7841	CONSUMERS ENERGY	10/21/22-11/21/22 SATELIE DR	591-000-923.005	GAS VILLAGE ACRES-SATEL	405.44
12/08/2022	WAT	7842	DTE ENERGY	10/19/22-11/17/22 GRASS LAKE RD	591-000-921.006	ELECTRICITY GRASS LAKE	1,467.94
12/08/2022	WAT	7843	ELHORN ENGINEERING CO	SYSTEM CHEMICALS	591-000-745.000	SYSTEM CHEMICALS	3,325.00
12/08/2022	WAT	7844	FERGUSON WATERWORKS #3386	LF 1-1/2 FLG X FIP BRZ MTR FLG	591-000-750.000	OPERATING SUPPLIES MET	724.67
12/08/2022	WAT	7844	FERGUSON WATERWORKS #3386	GASKETS	591-000-934.000	REPAIR & MAINT WATER S	2,427.52
12/08/2022	WAT	7845	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM	591-000-818.000	CONTRACTED SERVICES	159.50
12/08/2022	WAT	7846	O.C.W.R.C.	8935 SATELITE DRIVE QTRLY CHGE	591-000-803.000	IRON FILTRATION EXPENSE	4,359.65
12/08/2022	WAT	7847	USA BLUEBOOK	REAGENT IRON FERROVER	591-000-748.000	TESTING WATER SYSTEMS	151.16
12/08/2022	WAT	7848	USIC LOCATING SERVICES, LLC	LOCATING SERVICES	591-000-818.000	CONTRACTED SERVICES	1,473.27
12/08/2022	WAT	7849	WHITE LAKE TOWNSHIP	NOVEMBER SERVICES	591-000-214.101	DUE TO GENERAL FUND	41,131.65
12/08/2022	WAT	7850	CONNECTED SOLUTIONS GROUP, LLC	(2) SIYATA SD7 LTE MCPTT DEVICES	591-000-853.000	TELEPHONE/CELL PHONE S	758.87
12/15/2022	WAT	7851	AQUATEST	NOVEMBER TI COLIFORM BACTERIA TESTING	591-000-748.000	TESTING WATER SYSTEMS	196

DECEMBER 2022 CHECK DISBURSEMENTS

Section 6, Item B.

Check Date	Bank	Check #	Payee	Description	GL #	Account Name	
12/15/2022	WAT	7852	DLZ MICHIGAN, INC.	ASPEN MEADOWS IRON FILTRATION/BAL DU	591-000-160.000	CONST IN PROGRESS	0.50
12/15/2022	WAT	7852	DLZ MICHIGAN, INC.	IRON FILTRATION CONSULTING SERVICES	591-000-160.000	CONST IN PROGRESS	4,867.50
12/15/2022	WAT	7852	DLZ MICHIGAN, INC.	BOGIE LK RD WATERMAIN DWRF SERVICES	591-000-160.000	CONST IN PROGRESS	34,667.50
12/15/2022	WAT	7852	DLZ MICHIGAN, INC.	EGL E DWSRF PLAN REQ FOR EXTENSION	591-000-802.000	ENG & ARCH FEES	311.25
12/15/2022	WAT	7852	DLZ MICHIGAN, INC.	SCADA PROGRAMMING FOR VILLAGE ACRES	591-000-802.000	ENG & ARCH FEES	500.00
12/15/2022	WAT	7852	DLZ MICHIGAN, INC.	MTG #4 REIMBURSE SUBMITTALS	591-000-995.001	WELL HEAD PROTECTION F	240.00
12/15/2022	WAT	7852	DLZ MICHIGAN, INC.	MTG #4 REIMBURSE SUBMITTALS	591-000-995.001	WELL HEAD PROTECTION F	420.00
12/15/2022	WAT	7852	DLZ MICHIGAN, INC.	EGL E DWSRF PLAN REQ FOR EXTENSION	591-000-995.001	WELL HEAD PROTECTION F	720.00
12/15/2022	WAT	7853	NATIONAL NOTARY ASSOCIATION	MYERS, PAIGE NOTARY STAMP	591-000-727.000	OFFICE SUPPLIES	45.74
12/15/2022	WAT	7854	ROSATI, SCHULTZ, JOPPICH	DWRF BOGIE LK WATERMAIN NOVEMBER LE	591-000-160.000	CONST IN PROGRESS	124.00
12/15/2022	WAT	7855	U.S. BANK EQUIPMENT FINANCE	WAT, MONTHLY CHARGES	591-000-991.001	PRINCIPAL COPIER LEASE	148.00
12/15/2022	WAT	7856	OAKLAND COUNTY	AMENDMENT TO HURON VALLEY WATER MA	591-000-972.001	CAPITAL OUTLAY WATER M	30.00
12/15/2022	WAT	7857	D.V.M. UTILITIES, INC.	BOGIE LAKE WATERMAIN	591-000-160.000	CONST IN PROGRESS	250,449.00
12/15/2022	WAT	7858	RELIANCE BUILDING COMPANY INC.	ASPEN MEADOWS WELL HOUSE IMPROVEME	591-000-160.000	CONST IN PROGRESS	205,125.51
12/19/2022	WAT	7859	LAFONTAINE FORD	2022 FORD S-DTY F-550 1FDUF5HTXNDA2339	591-000-140.000	MACHINERY & EQUIPMEN	106,000.00
12/21/2022	WAT	7860	DTE ENERGY	11/09/22-12/09/22 WOODSEdge TOWER	591-000-921.000	ELECTRICITY TOWER	44.50
12/21/2022	WAT	7860	DTE ENERGY	11/09/22-12/09/22 HURON BLUFFS-TWIN LAI	591-000-921.001	ELECTRICITY TL	363.61
12/21/2022	WAT	7860	DTE ENERGY	11/09/22-12/09/22 STEEPHOLLOW TWIN LAK	591-000-921.001	ELECTRICITY TL	92.98
12/21/2022	WAT	7860	DTE ENERGY	11/09/22-12/09/22 FOX BAY/HILLVIEW	591-000-921.002	ELECTRICITY HILLVIEW	315.99
12/21/2022	WAT	7860	DTE ENERGY	11/09/22-12/09/22 SATELITE DR VILLAGE ACF	591-000-921.004	ELECTRICITY VILLAGE ACRE	2,647.55
12/21/2022	WAT	7860	DTE ENERGY	11/10/22-12/10/22 WATER TOWER 2	591-000-921.007	ELECTRICITY TOWER #2	146.13
12/21/2022	WAT	7860	DTE ENERGY	11/09/22-12/09/22 HURONDALE	591-000-921.008	ELECTRICITY-HURONDALE	235.28
12/21/2022	WAT	7860	DTE ENERGY	11/09/22-12/09/22 WILLIAMS LK-HURONDAL	591-000-921.010	ELECTRICITY 933 WILLIAM	33.86
12/21/2022	WAT	7861	FERGUSON WATERWORKS #3386	(2000) 22/3 AWG SLD CM/CL2 CABLES	591-000-750.001	OPERATING SUPP METER T	403.45
12/28/2022	WAT	7862	KAREN TOOVALIAN	REFUND CREDIT ON ACCOUNT	591-000-035.000	A/R WATER	72.73
12/28/2022	WAT	7863	STATE OF MICHIGAN	WATER TESTING	591-000-748.000	TESTING WATER SYSTEMS	43.00
WAT Total							665,353.21
Grand Total							1,636,307.54

**White Lake Township
Accounting Dept.**

Memo

To: White Lake Township Board of Trustees
 From: Elaine Homeister
 Date: 01/06/2022
 Re: Other Post Employment Benefits (OPEB) Actuarial Report

Since 2018, GASB* 74/75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, requires a full actuarial report every two years and each off year, requires an interim actuarial report.

In addition, the State of Michigan PA 202 requires we report our OPEB and Pension information using their uniform assumptions, thus requiring additional actuarial data.

For the last four years, we have used The Howard E. Nyhart Company, Inc. and requested a quote for the 2022 and 2023 reporting years.

The quoted costs are:

12/31/22	Full GASB 74/75 Actuarial Valuation	\$8,800
	PA 202 Uniform Assumptions Disclosure	\$1,600
12/31/23	Interim GASB 74/75 Actuarial Valuation	\$4,000
	PA 202 Uniform Assumptions Disclosure	\$1,700

The cost increase from 2020/2021 is very slight, \$600 and \$450 respectively.

As the requirement for these reports have been will continue to be an ongoing expense I request the Board grants the Supervisor the authority to enter into the agreement for the 2022/2023 reporting years.

*Government Accounting Standards Board

WHITE LAKE TOWNSHIP POLICE DEPARTMENT

DECEMBER 2022

DETECTIVE BUREAU SUMMARY						
	Dec-22	Dec-21	% CHG.	YTD 22	YTD 21	% CHG
ARRESTS	0	2	-200.0%	0	4	-400.0%
WARRANTS ISSUED	49	24	104.2%	345	310	11.3%
JUVENILE PETITIONS	0	4	-400.0%	40	22	81.8%
COURT CASES	0	15	1500.0%	65	133	-51.1%
PRISONERS ARRAIGNED	9	13	-30.8%	88	142	-38.0%
CASES ASSIGNED	39	51	-23.5%	341	478	-28.7%
CASES CLOSED BY ARREST	39	43	-9.3%	570	657	-13.2%
CASES CLOSED OTHER	31	15	106.7%	231	247	-6.5%
UNIFORM DIVISION SUMMARY						
	Dec-22	Dec-21	% CHG.	YTD 22	YTD 21	% CHG
ARRESTS	71	62	14.5%	914	931	-1.8%
TRAFFIC WARNINGS	323	284	13.7%	3,347	4,067	-17.7%
TICKETS ISSUED	328	268	22.4%	4,087	4,120	-0.8%
ACCIDENT - PROPERTY DAMAGE	38	39	-2.6%	430	398	8.0%
ACCIDENT - PERSONAL INJURY	8	7	14.3%	86	101	-14.9%
ACCIDENT - FATAL	0	0	0.0%	0	0	0.0%
ACCIDENT - PRIVATE PROPERTY	11	15	-26.7%	141	130	8.5%
CALLS FOR SERVICE	1,812	1,788	1.3%	22,997	23,514	-2.2%
DISPATCH RUNS	743	779	-4.6%	9,609	11,279	-14.8%

Daniel T. Keller, Chief of Police

Monthly Summary of Offenses

All Offenses that were Attempted or Completed

CLASS	Description	Dec-22	Dec-21	YTD 2022	YTD 2021	YTD % CHG	ARRESTS			
							ADULT		JUV	
							Dec-22	YTD	Dec-22	YTD
100	Murder / Manslaughter	0	0	1	0	100.0%	0	2	0	0
200	Forcible Sexual Offenses	0	0	3	4	-25.0%	0	1	0	0
300	Robbery	0	0	0	1	-100.0%	0	0	0	0
400	Assault Offenses	8	15	87	94	-7.4%	3	51	0	3
500	Burglary / Home Invasion	0	4	21	8	162.5%	0	7	0	1
600	Larceny Violations	4	5	65	55	18.2%	0	3	0	1
700	Motor Vehicle Theft	2	1	11	7	57.1%	1	4	0	0
800	Arson	0	0	0	0	0.0%	0	0	0	0
900	Kidnapping / Abduction	0	0	0	0	0.0%	0	0	0	0
GROUP A TOTALS		14	25	188	169	11.2%	4	68	0	5



Fire Department
Charter Township of White Lake

2022 December Incident / Activity Summary

Incident Response breakdown

Medical/Rescue	195
Hostile Fires (Structure, Vehicle, Brush, and Other)	07
Hazardous Conditions.....	08
Public Service / Other	32
Unknown.....	05
(*new report system issues, runs uncategorized)	
Mutual Aid –	
• Given	01
• Received.....	04

Activity Summary

EMS –	
Hospital Transports by the Fire Department..	04
Home Fire Safety Inspections - Including Smoke Alarms / Co Detection installation.....	02
Public Service Events / Standby.....	05

Total Calls for Service: 247
YTD Total Run Volume: **3,030**

Additional Comments:

- Sewer connection to Fire Station 1 has been completed.
- The Fire Department will be recognizing the following:
 - Firefighter / EMT Stuart Agranove for successful completion of probation with his official “swearing in” as a department member, and badge pinning.
 - Promotion of Firefighter / Medic Mark Page to shift Sergeant.
 - Retirement of Firefighter / EMT Mike Grix.
 - Chief Awards for outstanding service in 2022.


John Holland
Fire Chief

Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer



Section 6, Item F.

Scott Ruggles
Liz Fessler Smith
Andrea C. Voorheis
Michael Powell

WHITE LAKE TOWNSHIP

7525 Highland Road • White Lake, Michigan 48383-2900 • (248) 698-3300 • www.whitelaketwp.com

Community Development Department Report

January 2023

Dear Township Board Members,


Happy New Year! During the month of December, the department continued working on a variety of projects. The Parks & Recreation Master plan update is nearing completion. The Planning Commission continued work on the Land Use Master Plan Update, with Beckett & Raeder. We submitted the SPARK Grant application for the rehabilitation of the dilapidated building in Stanley Park. We look forward to beginning work on the Corridor Improvement Authority (CIA) Plan this winter.

There are several active projects under review. The Comfort Care developer (Union Lake Rd & Carpathian) is currently working on their Final Site Plan. The Avalon project (M-59 & Hill Rd), Black Rock restaurant (M-59 & White Banks), and Cosmo's Car Wash (Meijer out lot, M-59 & Bogie Lake Rd) are all working on their Final Site Plans as well. We recently received a site plan application for a project called Gateway Commons, which is located on the southwest corner of M-59 & Bogie Lake Road.

As for approved projects, the Preserve at Hidden Lake and Trailside Meadow projects continue construction on their projects. The Eagles Landing project (Bogie Lake Rd.) has their site construction underway. The West Valley and Lakepointe projects (near Bocovina on either side of Union Lake Rd.) still intend to begin construction in the coming months, though no activity has taken place. The Pontiac Lake Overlook apartment project (Pontiac Lake Rd.) is slowly moving forward with their site work. The redevelopment of the former Sonic restaurant (at Fisk Corners) is continuing to move forward. The Oxbow Lake Private Launch (Lakeside Dr. & M-59) project is nearing completion. The Oakland Harvesters (White Lake Rd.) project received Final Site Plan and Special Land Use approval and will hopefully begin construction in the coming months. The Taco Bell project (Meijer out lot) continues to move forward with construction. Finally, the Hypershine car wash (M-59 & Fisk) received Final Site Plan approval by the Planning Commission and is under construction.

Please find included in this monthly report the parks and recreation update as well as the permit and inspection activity report for building. If you have any questions or require any additional information from the Community Development Department, please contact us.

Respectfully,


Sean O'Neil

Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer



Section 6, Item F.

Scott Huggles
Liz Fessler Smith
Andrea C. Voorheis
Michael Powell

WHITE LAKE TOWNSHIP

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Parks and Recreation January 2023

Dear Township Board,

A public hearing to receive comments on the draft Parks and Recreation Master Plan 2023-2027 is scheduled for the January 11, 2023 Parks and Recreation Committee meeting. The Township Board will consider adoption of the Plan at its January 17, 2023 meeting. The deadline for submitting the Plan to the Michigan Department of Natural Resources (MDNR) to retain grant eligibility this year is February 1, 2023.

In December staff submitted a Spark Grant application to the MDNR. If received, the \$300,000 grant would be used to renovate the former campground structure at Stanley Park to serve multiple park support functions including restrooms, sheltered picnic space, and storage. The Township was able to save \$4,500 on the concept design for the building by the Supervisor working with staff and an individual with architectural software skills to create renderings for the application. A decision on the grant will be received by the end of January 2023.

The Parks and Recreation Committee will be soliciting bids for tree removal at Stanley Park necessary to facilitate Phase 1 construction. The project approval from the U.S. Fish and Wildlife Service (USFWS) requires tree removal to take place during bat inactive periods (now until March 31).

If you have any questions, please contact me.

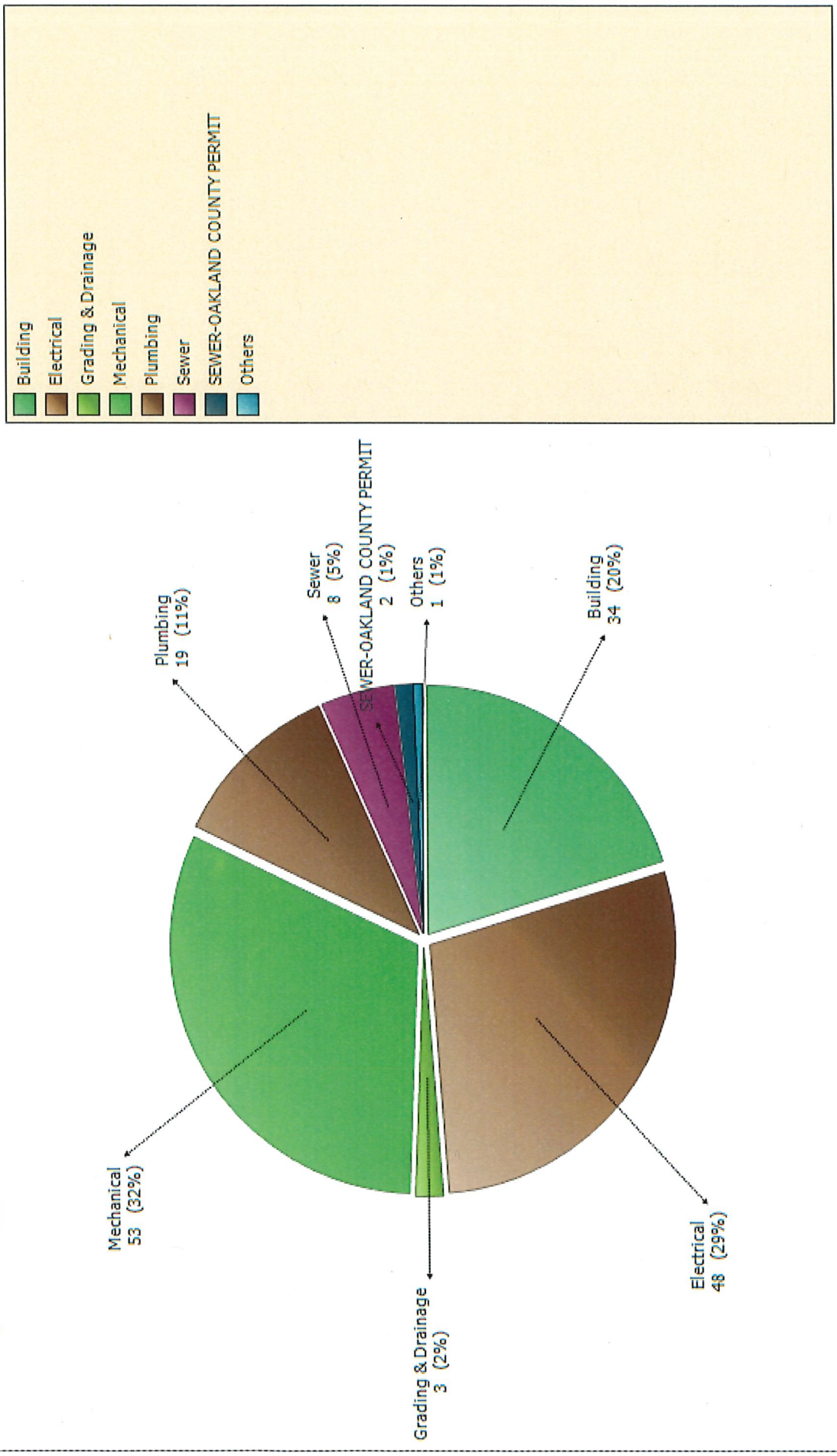
Sincerely,

Justin Quagliata
Staff Planner

Breakdown of Permits by Permit Type

Current Chart Filter: All Records, Permit.DateIssued Between 12/1/2022 12:00:00 AM AND 12/31/2022 11:59:59 PM

Permits by Permit Type



WHITE LAKE TOWNSHIP TREASURER'S REPORT
 GENERAL FUND
 ENDING DECEMBER 31, 2022

BALANCE AS OF NOVEMBER 30, 2022

22,281,729.63

White Lake Water	41,131.65	
Building:		
Building Licenses	500.00	
Building Permits	10,852.00	
Electrical Licenses	280.00	
Electrical Permits	7,130.00	
Maintenance and Supplies	0.00	
Mechanical Licenses	75.00	
Mechanical Permits	10,105.00	
Rental Fee/Misc. Revenue	1,350.00	
Plumbing Licenses	27.00	
Plumbing Permits	2,773.00	
Fire Safety Reviews	0.00	
Accrued Salaries		
Admin Fees	1,211.17	
Cash Bonds		
CDBG		
Cemetery Lots	600.00	
Conference & Meetings		
Delinquent Property Tax		
Dog License	2.50	
Dental Ins / Optical Ins		
Due from Others		
Duplicating & Photostat/Maps	1,076.14	
Enhanced OC Revenue		
Due to Others		
Franchise Fees/Cable TV		
Grinder Pump Inventory	6,246.46	
Gravesite Openings/ Closings	500.00	
Grants - Other		
Landscaping Inspection Fees		
Miscellaneous	2,642.61	
Monument Foundations/Brick Pav		
NSF Fees		
Other Permits, Maps, Codes	400.00	
Ordinance Fines		
Other Sundry	25.00	
Postage & Misc. Revenue	20.35	
Planning Fees		
Planning Department Reviews		
Platting/Lot Split		
Legal Fees - Misc.		
Payroll Service		
PRE Denials		
Road Construction/Tri-Party		
Rent Community Hall & Fields		
Rent- Ormond Tower		
Reimbursements - Election		
Senior Activities	1,397.00	
Senior Center Revenue		
Solicitor Permits		
State Shared Revenue	604,524.00	
Summer Tax Collection Reimbursements		
Trailer Park Tax	852.00	
Zoning Board of Appeals		
CASH RECEIPTS - Subtotal	693,720.88	
Fire Cash Receipts	861.00	
Police Cash Receipts	21,038.32	
Due From Other Funds		
American Rescue Plan Act		
Voided Checks	192,551.44	
December Interest	38,119.44	
TOTAL RECEIPTS	946,291.08	<u>946,291.08</u>
		23,228,020.71
Cash Disbursements		(1,858,426.67)
Transfers In		23,869.97
Transfers Out		0.00
Deposit Adjustment/Bank Service Chg		3,649.00
Balance as of December 31, 2022		<u>21,397,113.01</u>

RECONCILIATION OF CASH ON HAND

Checking	170,877.92
Investment	21,226,235.09
Balance as of December 31, 2022	<u>21,397,113.01</u>

**WHITE LAKE TOWNSHIP TREASURER'S REPORT
OTHER FUNDS
December 31, 2022**

CONSTRUCTION	Checking		\$	100.00
DRUG FORFEITURE	Savings		\$	112,146.36
	Interest	\$	3.80	
EMPLOYEE FLEXIBLE SPENDING	Checking		\$	15,939.96
IMPROVEMENT REVOLVING FUND	Savings		\$	638,746.30
	Interest	\$	1,673.67	
	OC Pool		\$	10,413,686.63
	Interest	\$	8,716.67	
LIBRARY DEBT	Savings		\$	28,232.48
	Interest	\$	72.44	
PARKS & RECREATION	Savings		\$	31,520.07
	Interest	\$	1.40	
	OC Pool		\$	1,202,898.02
	Interest	\$	1,006.88	
PUBLIC ACT 188	Checking		\$	11,989.32
	Savings		\$	459,284.70
	Interest	\$	18.74	
SEWER FUND	Checking		\$	281,200.29
SEWER MAINTENANCE	General Savings (3148)		\$	1,668,054.72
	Interest	\$	7,870.36	
SPECIAL ASSESSMENTS	Rubbish Savings (1134)		\$	279,591.74
	Interest	\$	11.41	
	SAD - Non sewer (8959)		\$	193,927.07
	Interest	\$	497.62	
T & A ESCROW	Checking		\$	143,059.01
	Savings	\$	18.24	\$ 447,123.62
	Interest			
	OC Pool		\$	434,649.15
	Interest	\$	363.82	
WATER	Operating Checking-HVSB		\$	69,286.91
	Operating MM-HVSB (515)		\$	2,145,248.19
	Interest	\$	885.92	
	Water Capital OC Pool		\$	2,157,870.30
	Interest	\$	10,554.67	
	Water Capital-Flagstar (7744)		\$	487,736.28
	Interest	\$	1,251.53	
	Water Capital-HVSB (309)		\$	186,962.32
	Interest	\$	302.71	
			\$	<u>21,409,253.44</u>
CURRENT TAX	Checking	\$	1,014.26	\$ 3,266,375.44
	CDARS			\$ -
			\$	<u>34,264.14</u>
			\$	<u>24,675,628.88</u>

Respectfully submitted,

Mike Roman
Treasurer

Memo

WHITE LAKE TOWNSHIP SUPERVISOR

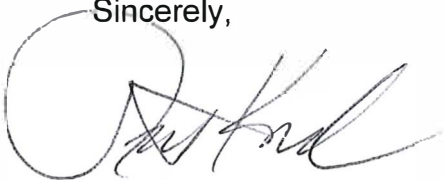
To: Township Board
From: RIK KOWALL
Date: January 12, 2023
Re: Corridor Improvement Authority - Appointments

It is my recommendation for the following appointments to the Corridor Improvement Authority:

CORRIDOR IMPROVEMENT AUTHORITY APPOINTEES

Ms. Debbie Lennis – Term to expire end of January 2026
Mr. James Christopher – Term to expire end of January 2025
Mr. Rick Walklet - Term to expire end of January 2025
Mr. Tony Madaffer – Term to expire end of January 2024

Sincerely,



Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer



Section 6, Item 1.

Scott Huggles
Liz Fessler Smith
Andrea C. Voorheis
Michael Powell

WHITE LAKE TOWNSHIP

7525 Highland Road • White Lake, Michigan 48383-2900 • (248) 698-3300 • www.whitelaketwp.com

January 5, 2023

Chuck Neville, Event Coordinator
White Lake Citizens League
P.O. Box 851
Highland, Michigan 48356

Dear Mr. Neville:

On January 4, 2023, the Special Event Committee met and considered your application. Your special event permit on behalf of the White Lake Citizens League for **"Winter Carnival" to be held February 4, 2023** on the ice of White Lake near White Lake Inn is granted and as required in Chapter 6, sec 6-21(d) of the White Lake Township Code of Ordinances, the decision of the Special Event Committee is being mailed to you and forwarded to the Township Board at the next regularly scheduled Township Board meeting for information purposes.

Please be advised the related Fireworks Permit is still subject to Township Board's approval and pending completion of review by the Fire Department.

Best regards,

Anthony L. Noble

Anthony L. Noble
White Lake Township Clerk



Charter Township of White Lake Public Shows / Exhibition Application

Date: December 2, 2022

All requirements shall be met (if applicable) for application approval.

Applicant: White Lake Citizens League Phone: () _____ Ext. _____

Address: P O Box 851 Highland, MI 48356 Email address: _____

Contact person on day of event: Chuck Neville Phone: () _____ Ext. _____

Event Name: Winter Carnival Event Purpose: Lake Resident Recreation & Social Activity

Event Location: On Ice Near White Lake Inn Event Date(s): Sat. 2/4/2023 or weather alter. Sat. 2/11/2023

Type of Event (Check one – See Special Event Categories for additional information)

- Low Hazard
- Medium Hazard
- High Hazard
- Special Hazard
- Township Sponsored
- Non-Profit
- Profit
- Other

Detailed description of event attached? Yes No

Event Hours: 2:30 pm to 7pm

Estimated date/time for set up: Day off event between 10am to 12pm

Estimated date/time for clean up: Day of event between 7pm to 9pm

Describe set up and clean up procedures: See attached Exhibit A

Estimated attendance: 1,000

Describe crowd control plans for this event: See attached Exhibit B

Describe the Event's impact on adjacent commercial and residential property:

White Lake Inn will have a large crowd, they are fully aware of the plans and are staffing for it

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The following information shall be included with the application:

Drawing, diagram, blueprint, and / or sketch: Showing the following site plan requirements.

- General Public Shows / Exhibition layout (descriptions of all purposed activities)
- All permanent structures *During all Public Shows / Exhibitions a 10-foot unobstructed clearance shall be maintained around permanent structures (occupied buildings).
- Location of all temporary structures including tents and canopy. Include measured distances between tents and permanent structures. (Must provide tent certifications)
- Means of ingress and egress of all spectators.
- Emergency vehicle ingress and egress and means of all emergency communications.
- Dumpsters or trash collection areas, include measured distances to temporary and permanent structures). A 10-foot clearance is required
- Vehicle parking area both permanent & temporary.
- First aid area
- Location of temporary fencing and barricades.
- Location of all bathroom facilities both permanent & temporary.
- Location of all tables and seating arrangements.
- Current zoning designation.

Will street closures be necessary: Yes* No

**If yes, include a detailed map indicating road closures, emergency vehicle access, and barricade locations. White Lake Township does not have the authority to close County roads*

Describe street closures:

Streets closed: Date / time:

Streets re-open: Date / time:

Will parking closures be necessary? Yes* No

**If yes, include a detailed map indicating proposed closures and barricade locations*

Describe parking closures:

Parking closed: Date / time:

Parking re-opened: Date / time:

What parking arrangements are proposed to accommodate attendance?

Use of White Lake Inn parking lot

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Will music be provided / included during the event? Yes No

Describe type of music proposed: Live Amplification Recorded Loudspeakers

Proposed time music will begin: 2 pm
Proposed time music will end: 7 pm

Proposed location of live band / disc jockey / loudspeakers / equipment: Deck of the White Lake Inn

Describe noise control: There will be 2 small amplified loud speakers used to make announcements and play back ground music

Name of person responsible of entertainment area: _____ Phone: (_____)

Will the event have kiddie rides, inflatables (i.e. moonwalk), amusement rides, climbing walls, live animals, etc? Yes* No

**If yes, additional insurance coverage will be required (See Insurance Requirements) You must comply with Article IX of Ordinance No. 47.*

If yes, describe in detail the types of attractions proposed?

Will the event have food, beverage or concessions? Yes* No

**If yes, provide a copy of the permit from the Oakland County Health Department.*

Describe:

All food and beverage will be served by White Lake Inn

Do you plan to have alcohol served at this event? Yes* No

**If yes, Liquor Liability Insurance is required. You must comply with Article X of Ordinance No. 47. Must obtain approval from Michigan Liquor Control Commission.*

Include proposed location on event layout

If yes, describe measures to be taken to prohibit the sale of alcohol to minors or visibly impaired individuals

Do you plan to have special event signs? Yes* No

If yes, signs must conform to Township sign ordinances.

Describe signs, proposed locations, etc.

Do you plan to have banners? Yes* No

**If yes, you must apply for the use through the Township sign ordinance requirements.*

Is an electrical permit required? Yes* No

If yes, attach a copy of the permit.

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Does this permit application require the need for Police or Fire Department services (before, during or after the event)?

- Yes*
- No
- Both*

If yes, please explain in detail: White Lake Fire for the 10-15 minute fireworks shows at 6:30 pm (separate permit from ACE Pyro) Police to help with traffic flow and spectator control on the ice. See Exhibit B for plan developed with White Lake Police & Oakland County Sheriff

*Attach any agreement for services.

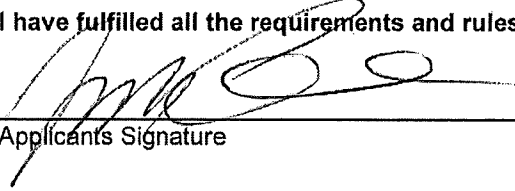
Application Check List (failure to provide necessary documentation will delay application review and approval)

I have attached the following:

- Completed Application
- Event drawing / blueprint (includes detailed event layout for vendors, rides, booths, etc.)
- Detailed Plan showing road closures, parking, etc.
- Certificate of Insurance and Indemnification
- Event Signage (description)
- Driver's License of Applicant
- Copy of all subcontractors contracts & insurance policies participating in this event.

If document(s) are missing, please explain: _____

I have fulfilled all the requirements and rules of Ordinance No. 47.

 Title President Date _____
 Applicants Signature _____ Title _____ Date _____

Property Owners Signature _____ Title _____ Date _____

Contact people in charge during the event and their responsibilities.

Chuck Neville Event Chairpperson
 Name Responsibility Phone Number

Joe Tibus President WLCL
 Name Responsibility Phone Number

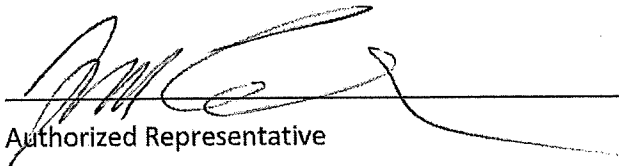
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 CLERK'S OFFICE

Hold Harmless Agreement

To the fullest extent permitted by law, I/We, The White Lake Citizens League (WLCL)
agree to defend, pay on behalf of, indemnify, and hold harmless the Township of White Lake, its elected and appointed officials, employees and volunteers, and others working on behalf of the Township of White Lake against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Township of White Lake, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the events put on by WLCL
WLCL.

By signing below, I declare that I am authorized to sign this document on behalf of

Joe Tibus, President WLCL


Authorized Representative

December 2, 2022
Date

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WHITE LAKE TOWNSHIP
CLERK'S OFFICE

FOR OFFICE USE ONLY

INSPECTION APPROVAL OR DENIAL

Signature: _____ Date: _____
Supervisor

Signature: _____ Date: _____
Clerk

Signature: _____ Date: _____
Community Development

Signature: _____ Date: _____
Building Official

Signature: _____ Date: _____
Police Chief/Designee

Signature: _____ Date: _____
Fire Chief/Designee

- Approved
- Denied
- Pending

Comments: _____

Special Conditions: _____

Home-Owners Insurance Company

COMMERCIAL GENERAL LIABILITY
CG 20 13 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision: WHITE LAKE TOWNSHIP AS ADDITIONAL INSURED UNDER FORM CG 20 13 RELATED TO ANY CLAIM ARISING FROM THE WLCL WINTER CARNIVAL HELD ON SATURDAY FEBRUARY 15TH, 2020</p>	<p>RECEIVED</p> <p>DEC 09 2022</p> <p>WHITE LAKE TOWNSHIP CLERK'S OFFICE</p>
--	---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:
 This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 2. The construction, erection or removal of elevators; or
 3. The ownership, maintenance or use of any elevators covered by this insurance.

- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
 If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
 This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

White Lake Citizens League Winter Carnival Activities Description

The WLCL Winter Carnival is a free event primarily for White Lake residents organized by the non-profit White Lake Citizens League.

The carnival sponsored activities include the following:

- 1) Broom ball tournament
- 2) ATV pulled sled rides for children
- 3) Scavenger egg hunt for kids under 10 on the WLI Volley ball court
- 4) 3 legged races with prizes
- 5) On ice games which include giant jenga, corn hole and fowling
- 6) Smores making at the potable, freestanding fire pits
- 7) A 10-15 minute fireworks show to close the event at approximately 6:30pm

Due to the fact that the White Lake Inn and White Lake are public places no one will be excluded from joining the activities.

The changes made to eliminate vehicle access to the ice by the White Lake Inn and other safety related changes is hoped to reduce the number of non-lake resident participants

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Exhibit A

White Lake Citizens League Winer Carnival Setup and Cleanup Process

Setup 2 Hour Duration

Place traffic cones with dowel rods and traffic barriers around perimeter of the area which includes the fireworks fall out area.

String caution tape around the perimeter created by the traffic cones

Attach "No Vehicle Permitted" Signs to caution tape

Attach Fire Marshal signs prohibiting entry to caution tape around fireworks fall out area

Place broomball nets on rink areas.

Place on ice games equipment (corn hole boards, giant jenga, fowling)

Place portable, free standing firepits around perimeter of games area with fire wood

Place rolling containers on ice for trash

Place amplified speakers on deck of White Lake Inn

Place 2' x 3' schedule of events signs on White Lake Inn Deck

Clean-up 2 Hour Duration

Pick up trash from ice not in rolling trash cans

Remove on ice games

Remove broom ball nets

Remove caution tape, traffic cones and dowel rods

Remove Speakers and Schedule of Event signs from White Lake Inn deck

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Exhibit B

**White Lake Citizens League
Winter Carnival Crowd Control Plan**

Winter Carnival Attendees will arrive by 2 ways:

From the ice side of the White Lake Inn or by entering through the White Lake Inn.

Working in conjunction with White Lake Police and Oakland County Sheriff representatives the following plan was developed for crowd control.

- 1 The vehicle entry to the ice at the west side of the White Lake Inn will be closed
- 2 The actual winter carnival area and fire works fall out area will be closed to all vehicles
- 3 The perimeter of the area will be posted were spectators and vehicles are not permitted
- 4 Oakland County Sheriff deputies will be on ice to encourage compliance with access restrictions
- 5 White Lake Police will monitor road side traffic and spectator activities on the White Lake Inn deck
- 6 These changes to last year will be communicated to the public on WLCL Website, in WLCL emails and WLCL Facebook posts

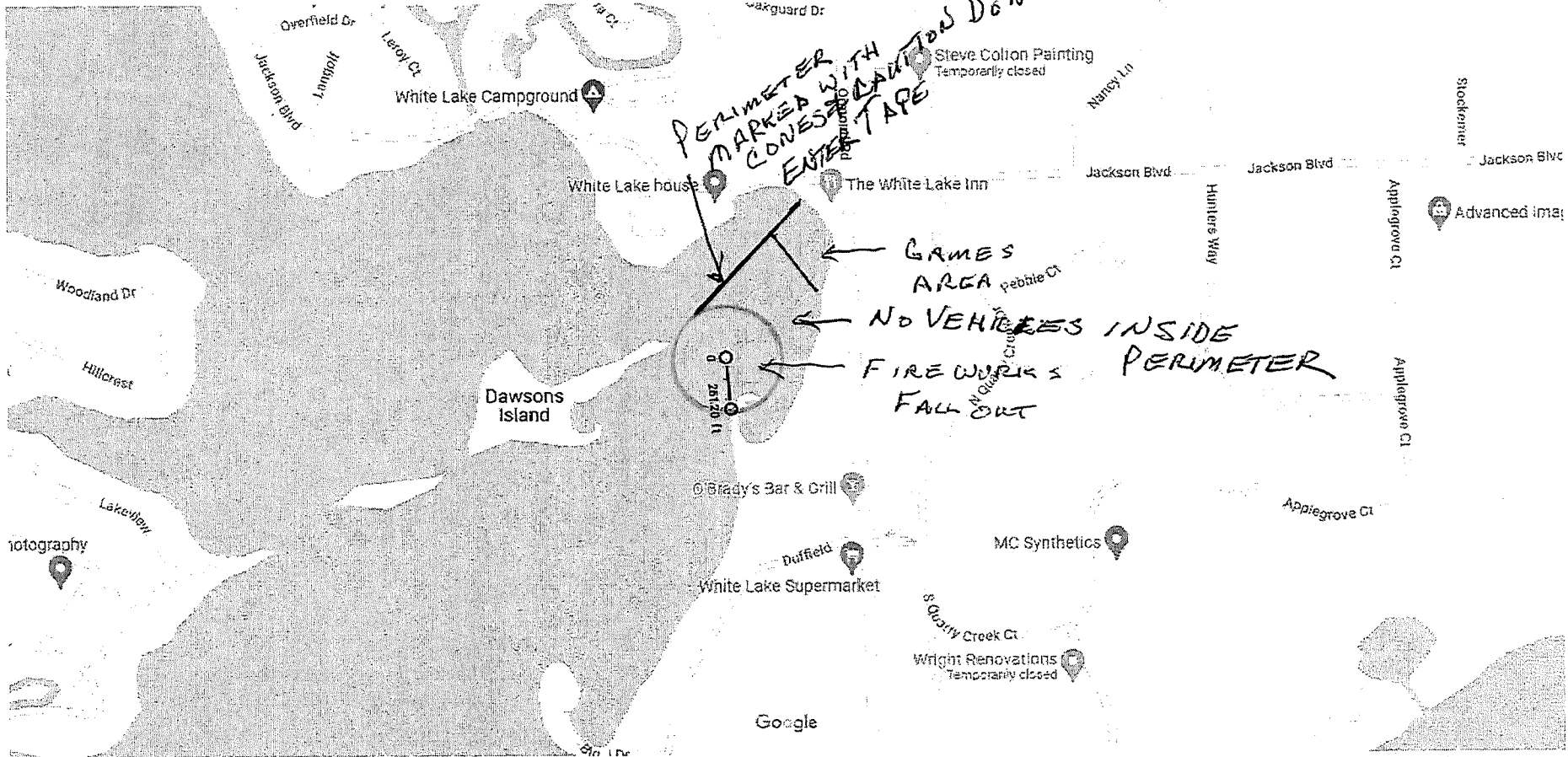
Oakland County Sheriff will have 1 Sgt, 4 regular deputies and 4 marine deputies as well as Sheriff Cadets on site as well as a hovercraft and snowmobiles. This support will be contracted through Highland Township that has an existing service agreement with Oakland County Sheriff.

White Lake Police plan to have 1 Sgt and 4 officers on site

DNR will have 1-2 officers on the Lake

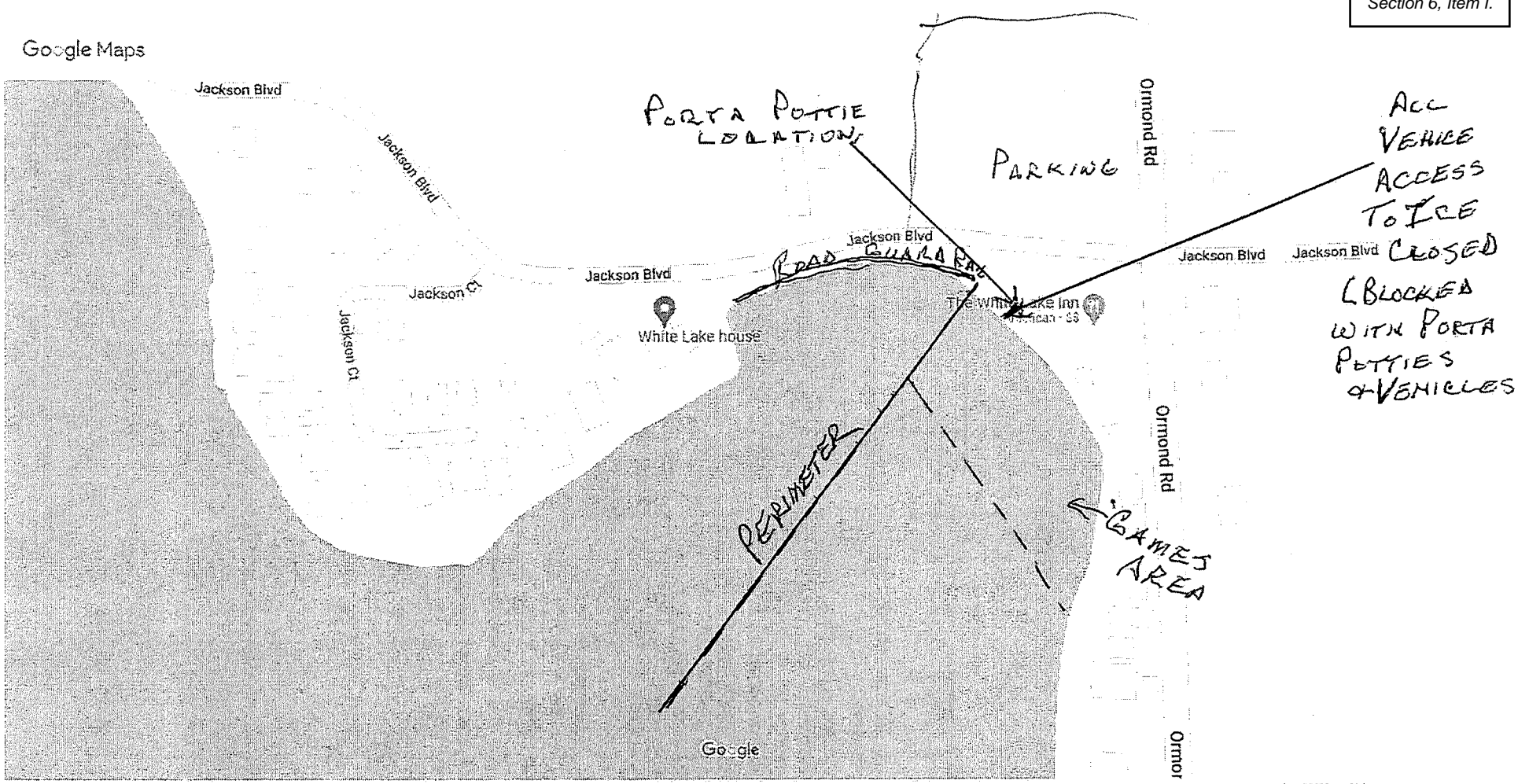
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CLERK'S OFFICE

Google Maps



Measure distance
 Total distance: 251.20 ft (76.57 m)

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 DEC 09 2022
 WHITE LAKE TOWNSHIP
 CLERK'S OFFICE

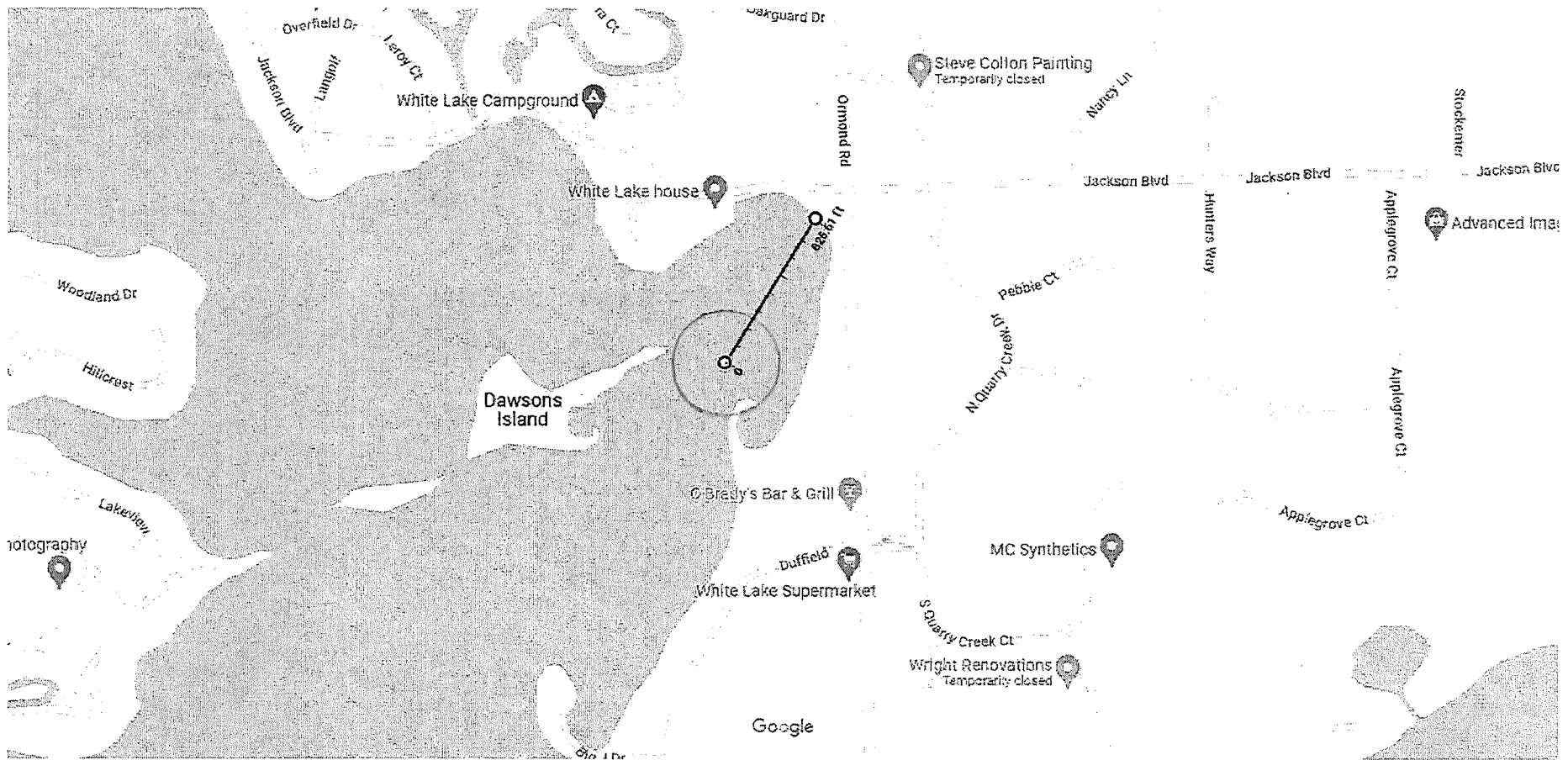


Map data ©2022 100 ft

SPECTATOR ACCESS THROUGH WHITE LAKE INN

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Google Maps



Measure distance
 Total distance: 825.61 ft (251.65 m)

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 WHITE LAKE TOWNSHIP
 CLERK'S OFFICE



White Lake Township

7525 Highland Rd.

White Lake, MI 48383

Receipt

Date	Receipt No.
12/09/2022	172378

Received of:
WHITE LAKE CITIZENS LEAGUE INC

Description: CARNIVAL

Item	Description	Amount
CARNIVAL	CARNIVAL-OTHER SUNDRY	25.00
	101-000-695.000 CARNIVAL-OTHER	25.00
TOTAL		25.00

Check No.	Payment Method	Amount
1163	CHECK	25.00

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 CLERK'S OFFICE

Charter Township of White Lake
Special Board Meeting
Unapproved Minutes of December 15, 2022

**CHARTER TOWNSHIP OF WHITE LAKE
DRAFT Minutes of the Special Board of Trustees Meeting
December 15, 2022**

Supervisor Kowall called the meeting to order at 5:15 p.m. He then led the Pledge of Allegiance.

Clerk Noble called the roll.

Present: Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer
Scott Ruggles, Trustee
Liz Smith, Trustee
Andrea Voorheis, Trustee
Michael Powell, Trustee (late arrival)

Also Present: Sean O'Neil, Community Development Director
Lisa Hamameh, Township Attorney
John Gaber, Attorney
Hannah Micallef, Recording Secretary

AGENDA

It was MOVED by Trustee Ruggles, SUPPORTED by Clerk Noble to approve the agenda, as presented. The motion PASSED by voice vote (7 yes votes).

PUBLIC COMMENT

None

NEW BUSINESS

A. CONSIDERATION OF REQUEST FOR PROPOSAL (RFP) FOR CONSTRUCTION MANAGER AT RISK SERVICES (CMR) - PUBLIC SAFETY BUILDING AND TOWNSHIP HALL

Treasurer Roman said the package presented gave the Township flexibility. He added he went over the details with formatting and numbers, and the reason for tonight's meeting was to give the other trustees time to ask and leave comments.

Trustee Ruggles stated that the timeline looked to be shortened. Treasurer Roman said the timeline was bound to change. Trustee Ruggles asked if a shortened timeline would affect the responses received. Director O'Neil said he consulted several firms regarding the timeline, and the consensus was 30-45 days was enough time to receive responses. Supervisor Kowall said in his experience, the window presented was big. Director O'Neil said the RFP was well organized and it would help potential firms submitting.

Charter Township of White Lake
Special Board Meeting
Unapproved Minutes of December 15, 2022

Attorney Gaber said the RFP provided a budget for the respondents so the respondents would know exactly what the Township would contribute monetarily.

Treasurer Roman said the goal for the RFP was to give respondents a ball park, and the respondents would give the Township their proposed fees to act as a construction manager only. Attorney Gaber said the fees were broken down within the RFP.

Clerk Noble said there was language that would state “not to exceed \$35,000,000.00” to eliminate overages from the construction manager’s side.

Treasurer Roman said once the Township decided on a construction manager, a guaranteed maximum price would need to be settled on. The bonding attorneys wanted final drawings done before the Township could go out for a bond. The plan would be for the soft costs to be paid out of the improvement revolving fund. Borrowing could be done in more than one phase.

Attorney Gaber said from a timing standpoint, the architects would have 4-5 months to complete drawings, and then the drawings would be sent to the CMR .

Supervisor Kowall said Redstone Design would be integral to the design process as well. Director O’Neil said Redstone and Straub Pettitt would join forces to streamline the design process and work towards financial savings for both buildings.

Trustee Powell said it was critical that the Board not only rely on consultants, but for the Board to give input to the architects and the CM as well.

Clerk Noble said it was also critical to line up tradesmen for the project now to secure their work and pricing for the future construction of the buildings.

Supervisor Kowall said materials would need to be practical and not ostentatious.

Trustee Smith asked how updates would be given, and she wanted to be sure biweekly meetings were put in place to make sure everyone was on the same page. Attorney Gaber said it would be a part of the contract with the CM to update the Township frequently throughout the process.

Trustee Powell said there was a couple of ways for the Board to continue: to let the consultants move forward without input, or to have the entire Board involved. The work from the chosen CM would be presented to the Board for their input. Trustee Powell said the third option would be the subcommittee meeting biweekly, and then it would be the sub-committee’s responsibility to update the Board.

Supervisor Kowall said it was his intention to have special Board meetings throughout the design process.

Charter Township of White Lake
Special Board Meeting
Unapproved Minutes of December 15, 2022

Trustee Smith said there would be a time commitment the Board would have to put in to be updated frequently, but it would be the most beneficial choice.

Treasurer Roman said the overall layout of the buildings was where the Board would really need to be involved. Director O'Neil said that would all be front end work, and it would be happening soon.

Supervisor Kowall said Redstone had provided designs already, and conceptual designs would be presented before the complete Board soon.

Treasurer Roman asked if the architects could provide a 3d rendering of the building. Trustee Powell said the CMR's should have the technology to present a similar rendering.

Trustee Powell said the document was written very well, but it was written like an attorney writes. He was concerned that some of the language in the RFP was restrictive, such as respondents having to submit clarification questions in writing. Humanity needed to go into the document, and there needed to be latitude within the RFP. He did not want to throw out a potentially good submittal for small clerical errors.

Attorney Gaber said there was ability for the Township to give discretion to minor errors.

Trustee Powell was concerned that staff should be able to answer questions regarding the RFP from respondents; the RFP instructions did not allow for it. Director O'Neil said he preferred for questions to be in writing so they could be published, but he was not opposed to answering a simple question over the phone. Specific questions would be answered in writing and published on the website.

Treasurer Roman added that the Board would be interviewing the CMs before one is hired. He suggested to ask a potential CM how they would provide updates and communication to the Board.

Trustee Ruggles said the input the Board would be the most involved with would be the design process. Attorney Gaber said that process would be about 4-5 months, and the Board would also need to be hands on with the GMP process.

Trustee Powell said that the design of the building would need to be a focus, and the in-house staff could oversee aesthetics like carpeting.

Trustee Ruggles asked if Director O'Neil was satisfied by the timeline. Director O'Neil said he might need a few additional days to publish the notice of RFP to the Oakland Press. Director O'Neil suggested publishing by December 21. He added that six to eight firms would be invited as well.

Trustee Powell suggested questions be submitted by January 18, 2023, and the deadline to receive the proposals from the respondents be changed to February 17, 2023. The tabulations would be due by February 24, 2023. The firm recommendation from the sub-committee to the Township Board would be the week of March 1, 2023. Township Board firm interviews would be the week

Charter Township of White Lake
Special Board Meeting
Unapproved Minutes of December 15, 2022

of March 13, 2023. The issue of notice to proceed to the successful respondent would be decided by the Board March 21, 2023.

The RFP would be published by December 22, 2022. The RFP would be on the township website and the Oakland Press on that date, and then also submitted to CAMS.

Trustee Smith suggested pursuing other nationwide websites.

It was MOVED by Treasurer Roman, supported by Trustee Powell, to approve the RFP as presented, with the exception of the anticipated milestone schedule. The RFP would be published by December 22, 2022. Questions be submitted by January 18, 2023, and the deadline to receive the proposals from the respondents be changed to February 17, 2023. The tabulations would be due by February 24, 2023. The firm recommendation from the sub-committee to the Township Board would be the week of March 1, 2023. Township Board firm interviews would be March 13 and 14, 2023. The issuance of notice to proceed to the successful respondent would be decided by the Board March 21, 2023. The motion passed with a voice vote: (7 yes votes).

ADJOURMENT

It was MOVED by Treasurer Roman, SUPPORTED by Trustee Smith to adjourn at 6:06 p.m. The motion PASSED by voice vote (7 yes votes).

Rik Kowall, Supervisor
Charter Township of White Lake

Anthony L. Noble, Clerk
Charter Township of White Lake

**CHARTER TOWNSHIP OF WHITE LAKE
DRAFT Minutes of the Regular Board of Trustees Meeting
December 20, 2022**

Supervisor Kowall called the meeting to order at 7:00 p.m. He then led the Pledge of Allegiance.

Clerk Noble called the roll:

Present: Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer
Liz Smith, Trustee
Andrea Voorheis, Trustee
Michael Powell, Trustee
Scott Ruggles, Trustee

Also Present: Sean O'Neil, Director Community Development
Nick Spencer, Building Official
David Hieber, Township Assessor
Daniel T. Keller, Chief of Police
John Holland, Fire Chief
Lisa Hamameh, Township Attorney
Jennifer Edens, Recording Secretary

AGENDA

It was MOVED by Clerk Noble, SUPPORTED by Trustee Powell to approve the agenda. The motion PASSED by voice vote (7 yes votes).

PUBLIC COMMENT

Dan Keller, speaking as a citizen of White Lake, feels the need to rebut the comments made at the last meeting regarding the disdain for Meijer, Walmart, and Kroger. He shared that Meijer probably donates 6% of its net profit each year to charities throughout the Midwest through its Corporate Program Simply Give Food and Rescue Program. Additionally, they donate \$3 million annually to local charities and the White Lake Police Foundation is one of them. He further shared that Kroger donates on average 5 million pounds of food to families in need. He also noted that it partners with county, state law enforcement agencies, including White Lake Police Department. He stated Kroger supports more than 4,000 non-profits annually, including \$5 million in food and funds, including the White Lake Police Foundation. As for Walmart, he shared that each year they award local cash rewards to those in need ranging from \$250 to \$5,000. In 2022, they donated \$20 million in local grants and \$1.2 million people with nutritional education. They donated 66% through Feeding America. He would be remiss if he didn't mention that Meijer gave the Police Department \$5,000 for Shop with a Cop and Walmart gave \$2,500 for the same, to give to kids and families

in the area that are less fortunate. Additionally, Walmart provided a turkey dinner for everybody and a \$100 gift card to shop during the Christmas season. He shared that Kroger has a Zero Hunger Day, which raised several hundred dollars and food for local food pantries. He feels it necessary that we should support Meijer, Walmart, and Kroger as they make our community better.

Oakland County Commissioner Eileen Kowall. She shared that this is her last meeting to attend as Commissioner and it has been a pleasure representing White Lake Township. She stated the Board is doing a great job and she is proud to live in White Lake.

CONSENT AGENDA

- A. REVENUE AND EXPENSES
- B. CHECK DISBURSEMENTS
- C. BUDGET AMENDMENTS
- D. APPOINTMENTS FOR ASSESSING BOARD OF REVIEW – 2023-2024
- E. APPOINTMENTS FOR PLANNING COMMISSION AND ZONING BOARD OF APPEALS – 2023-2025
- F. APPOINTMENTS FOR PARKS AND RECREATION – 2023-2025
- G. MEMO TO CORRECT DUPLICATE RESOLUTION NUMBERS
- H. DEPARTMENT REPORT – POLICE
- I. DEPARTMENT REPORT – FIRE
- J. DEPARTMENT REPORT – COMMUNITY DEVELOPMENT
- K. DEPARTMENT REPORT – TREASURER

David Hieber, Assessor, pointed out that the hardship guidelines were approved in November and at that time it was indicated that the Board of Review members were staying the same. Since then, Kevin Keller has indicated he no longer wishes to serve, but his wife who is a real estate appraiser submitted an application and will fill that spot. He added that another alternate position has been added.

It was MOVED by Treasurer Roman, SUPPORTED by Trustee Voorheis to approve the Consent Agenda. The motion PASSED by voice vote (7 yes votes).

MINUTES

- A. APPROVAL OF MINUTES – REGULAR BOARD MEETING, NOVEMBER 22, 2022

It was MOVED by Trustee Powell, SUPPORTED by Treasurer Roman to approve the Minutes – Regular Board Meeting, November 22, 2022. The motion PASSED by voice vote (7 yes votes).

PRESENTATIONS

A. TRIBUTE TO REAGAN KELLER – FRAN ANDERSON SCHOLARSHIP RECIPIENT 2022

Theresa from Senator Runestad's office presented Reagan Keller with the Fran Anderson Scholarship Award. She further shared some accolades of Reagan Keller, including her years and systematic habit of volunteer work. She highlighted that Reagan has achieved the following:

- In sixth grade she was accepted into the National Junior Honor Society
 - Joined an initiative at her school to stop drug use
 - Delivered Meals on Wheels
- Lakes Area Youth Action Board serving as secretary
 - She finished her year with 60 hours community service work, which is more than double the required
- Accepted into the International Academy where she joined forces with the White Lake Police Department on an autism awareness campaign
 - Serves as the International Academy West Youth Representative for Huron Valley Coalition

She thanked Reagan for what she has done and what she will do in serving the community.

Supervisor Kowall reminded that the Fran Anderson award is given to one youth from each of the four communities: Waterford, White Lake, Pontiac, and Auburn Hills.

Trustee Voorheis declared that as someone who knew Fran Anderson well, that she would be very proud of Reagan.

NEW BUSINESS

A. RESOLUTION #22-043; AUTHORIZING ALS EQUIPMENT PURCHASE (STRYKER)

Chief Holland shared that they have taken delivery on most of the equipment.

Trustee Voorheis asked when the Township will officially become ALS. To which, Chief Holland shared that he cannot answer that as there are still steps to complete.

Clerk Noble appreciates Chief obtaining the equipment and saving money.

Trustee Powell asked what is done with the old AED equipment. To which it was indicated they are/were traded in.

It was MOVED by Trustee Ruggles, SUPPORTED by Trustee Smith to approve Resolution Authorizing ALS Equipment Purchase, Resolution #22-043. The motion PASSED by voice vote (7 yes votes).

B. REQUEST TO AUTHORIZE LITIGATION – 9885 CEDAR ISLAND ROAD

Nick Spencer, Building Official, shared that it was discovered that there is an unlicensed mobile home on this property that has been there since 2004/2005. The property was visited at the request of the owner's son. The owner has another home address within the Township that he supposedly resides in. He noted that the property is a mess, and the mobile home is a hoarder situation. He further noted that the property does not have a well or septic field. He shared that the son of the owner really wants the Township to get his father out of this situation. However, after speaking with the property owner, he declared he did not live at this location.

A week ago, the Fire Department was called to the location due to a fire on the property. At the time of the response to the fire, the property owner was inside the mobile home and appeared to be living in the structure. He declared this is a dangerous situation. The owner is in his mid-eighties and unwilling to work with the Township. He shared that Chief Holland has reached out to the state for help. He does believe this is a dangerous situation and that the structure should not be occupied. He further noted that there are electrical cords running from a garage to run space heaters in the structure. He declared it is not a good situation and that he sees no headway without legal action.

Chief Holland indicated when the fire department responded to a car fire, it was literally within feet of the structure. He further declared that there is a lot of debris littering the property which the fire had extended to. He confirmed the man was in a state of confusion when they tried to remove him from the structure and that he appeared comfortable there and was unaware of the fire. He does not believe this individual can make a rational decision for his own well being or for the well being or safety of the firemen who have to respond there. He continued that he originally requested an administrative search warrant, but after speaking with Attorney Hamameh, she felt this was the better way to go.

Trustee Smith asked of Official Spencer to explain why this isn't going through the dangerous building process.

Official Spencer indicated that there is a lot going on here. There is a structure that has been there for twenty years. He reminded that the Township was told that nobody lived there and until a week ago that is the impression the Township operated under. He supposes it could go through the process but feels it would be very lengthy process.

Attorney Hamameh interjected that this is a little unique as in the dangerous building process there are usually vacant structures. This is a structure where somebody is currently living. She advised that the Township take the circuit court route and get an order and get intervention from agencies that can help him. Otherwise, the Township is forcibly removing him from a structure that he considers his home to demolish it. She thinks from a liability standpoint that this route would be safer for the Township.

Trustee Smith stated that through the Circuit Court Adult Protective Services could get involved.

Attorney Hamameh shared that all agencies have been contacted but nobody was able to help because the owner denies living in this structure. She further shared that the son is unable to get a court order to get him out and that he has the ability to go to his son's home.

Trustee Smith opined that the Township is overreaching into this individual's personal life. She does not believe it is for the Board to talk about or decide if he needs a welfare check or guardianship.

Attorney Hamameh indicated that the dangerous hearing process takes months or longer and the Circuit Court route would achieve a court order within a week.

Director O'Neil added that beyond this issue is an issue of blight, which goes beyond the dangerous hearing process. He indicated that the owner is also storing boats on this property.

Trustee Smith asked if citations have been issued.

Director O'Neil indicated that due to the number of issues it was discussed to go the circuit court route versus writing a number of tickets that would go through the district court process. He further indicated that the only good news is that this is not in a middle of a neighborhood. He reminded that he is trying to heat a structure that is not designed to be used in the way he is using it. He fears the next time the fire department shows up there could be a fatality.

Trustee Ruggles asked if a permit was necessary to place a mobile structure there since it is not permanent. He indicated that there is no issue with him running electrical cords, it is his property, it is not illegal to do.

Official Spencer clarified that it is a mobile home, not an RV, and by ordinance a mobile home is not to be placed on a piece of property in the Township. It is not permitted to be there. There is no legal septic field or well and the only power is from the barn.

Chief Holland interjected that you cannot use extension cords as permanent power.

Official Spencer declared there is no power to the structure and he is using it as a residential structure. It does not meet code or maintenance requirements.

Trustee Ruggles stated the Board is assuming he lives there and reminded that he has another residence. He indicated that he could be there during the day and use the space heaters and then leave.

Official Spencer interjected that he doesn't have a license. He further indicated that he has been to both homes and opined that both are a hoarding situation. He declared that if the fire department showed up at

either of his places, there would be no way they are going in. He understands Trustee Ruggles position, but stated it is a situation where the Township has some responsibility. He stated the structure should not have been put there twenty years ago.

Trustee Powell indicated that a dangerous building hearing may not be proper because there may not be anything structurally wrong with the manufactured home. He questioned that the document presented to the Board states that it is a violation of local or state laws. He opined that the Board is being asked to initiate a lawsuit with really nothing being presented. He stated that it has been represented that there is a zoning board violation, but that process has not been followed. He feels this may be premature. He doesn't understand what action this Board is being asked to take right now.

Treasurer Roman asked Attorney Hamameh to explain how whatever order they are looking for would be enforced.

Attorney Hamameh indicated there are a number of violations on the property. First and foremost, it is not zoned to allow a manufactured home there.

Trustee Ruggles interjected the Board assumes it is being used as a home.

Attorney Hamameh indicated from information from his son, he is living there.

Trustee Powell indicated then that would be a zoning board violation and he should be cited accordingly.

Attorney Hamameh confirmed it is a zoning board violation that suit will be filed against, and it is the occupancy of an unpermitted structure, which is confirmed by testimony of the son. She declared that the Board would not want her to go through all the ordinances, prepare a lawsuit, get the affidavits, and then come to the Board.

Trustee Powell declared that they are asking the Board to authorized counsel to take action without providing any information as to what action they are asking to do.

Attorney Hamameh responded that there are zoning violations and septic and water issues.

Trustee Ruggles interjected that again it is being assumed that he is living there. How can there be septic and water issues if he is not living there?

Clerk Noble asked if he gets mail there.

Discussion amongst the Board ensued.

Supervisor Kowall thinks with this action these issues will be brought to the forefront and resolutions determined to move forward and hopefully help this gentleman move into a safer place. He shared that some family members want him out while others say just leave him be. There may not be full cooperation from the family. He declared that the Township cannot have its services going to this location with hazardous surroundings, potential hazardous occupancy, and various ordinance violations.

Trustee Powell questioned if there is a barn/garage then there must have been a principal residence at some time.

Director O'Neil clarified that this is not being done because the Township was contacted by the family again. It was brought to the forefront a year ago and notices were sent but no corrections made. The situation of blight has gotten worse, but it is the health, safety, and welfare of an individual. He opined that it is up to this Board if it wants to try and mitigate this or not. He declared that it is his department's responsibility to bring to the Boards attention that there is an elderly member of the community, and they are at the point they are administratively and cannot do anything else without the Board's approval.

In response to Trustee Ruggles, Director O'Neil indicated that he is not aware of complaints other than family but noted how isolated the property is and that it is gated.

Trustee Voorheis noted that she visited the address but could not see anything from the road and noted she couldn't even find a mailbox.

Chief Holland declared that he is just seeking legal access to the property.

Trustee Smith noted that hoarding is not safe for the residence or first responders but asked if there is an ordinance to enforce that. She asked if there are any other recognized ordinances that would allow the Fire Chief to inspect the property.

Attorney Hamameh indicated yes, and that Chief Holland originally asked for an administrative search warrant. Her question to him was what you are going to do once you are on the property. She indicated that he would see the violations and not be able to do anything about them. She clarified that if the Township Board authorized litigation, then access can be obtained and then a judge can enforce whatever action it thinks needs to happen.

In response to Trustee Powell, Attorney Hamameh indicated she would seek from a judge an emergency order after she gets all of the evidence, including the affidavit from the son testifying to the fact that his dad's living there, the information from the Fire Chief as to his observations of fire code violations, a statement from the building official regarding the violations and observations, and an affidavit from the community development director regarding the zoning violations. She would ask the judge to order the property be vacated and the individual be physically removed from the property. She indicated that a bailiff would aid with the eviction.

Treasurer Roman clarified that the structure is not legally allowed to be there and by removing the structure you take away the possibility to live there.

Attorney Hamameh indicated that would be one of the court orders.

Trustee Ruggles questioned if the structure can legally be there if its use is different, such as storage.

Official Spencer indicated that it cannot be there per ordinance.

Director O'Neil interjected from a zoning ordinance vacant property cannot be used for storage, whether it was an RV or not. He shared the aerial images showing the storage that is occurring.

Supervisor Kowall recommends for general public safety to allow counsel to move forward and put mechanisms in place. He for one does not want to have this gentleman's life on his docket. He believes it is prudent to take action to make sure he is put in a better place.

Trustee Powell appreciates the statement made by Supervisor Kowall, but he doesn't believe there is an ordinance to make that happen. He questioned if the goal is to enforce an ordinance or to have him committed.

Treasurer Roman asked counsel what risks the Township faces if it does nothing.

Director O'Neil declared selective enforcement. He continued that notice of violation has been sent.

Official Spencer indicated the notice was posted on the property and he did receive a call the next day and spoke with the property owner and his girlfriend. He was told by the property owner that he does not have a license and that he uses the property to tinker and store stuff.

Trustee Smith believes this should be tabled until next month to get more information. She is not opposed to finding a remedy, but thinks it is overreaching for this Board to talk about how this gentleman lives versus what ordinances this Township has to enforce, which is the job of this Board. She stated it is not the job of this Board to govern how this individual chooses to live. She doesn't think mechanisms have been exhausted. This is the first she has heard of it and does not think the memo has enough in it.

Official Spencer admitted they don't get complaints because it is isolated property. He stated that just because no one complains about it doesn't mean its not happening.

Trustee Powell empathizes with the gentlemen there and is not second-guessing in-house staff. His questions were directed to counsel as to the direction this would go in and what would be presented. He has no problem allowing counsel to get started, but he would like a report in thirty days. He would be a

positive vote but would want an update next month as he is not comfortable with the information he has right now.

Attorney Hamameh appreciates the comments but notes there are clear violations of the Township's zoning ordinances, it is a matter of degree. She continued that when there are such violations, the Township always takes action whether it be by ticket or if it is a bigger deal, it is taken to circuit court for quicker action. She understands the hesitancy because of the added element of the individual living there, but that is what takes it out of the district court.

Trustee Powell doesn't know if the ordinance has changed in the last twenty years. He questioned if it changed since the structure was put there.

Trustee Smith clarified that Trustee Powell would like to give counsel authority to work on this, not file litigation, which she would be in agreement of.

Supervisor Kowall respectfully disagrees. He believes the Board should allow counsel to prepare and file her case. He believes this may prompt family members to take action. He would allow counsel to file suit to have everything removed and if that includes the owner, then so be it.

Discussion regarding the barn and its legality ensued.

Discussion regarding action to commit an individual ensued.

Attorney Hamameh noted that a consent judgment would come back before the Board.

Trustee Powell indicated that the Township would be required to enforce the judgment and cleanup of the property.

Attorney Hamameh indicated that the order would order the owner to do it and if he does not, the Township can do it and put it on the tax bill, which is how it is done in all enforcement actions. She stated that litigation updates can be added to every agenda until the litigation is over.

Supervisor Kowall interjected by taking this action will show that there is consequence to their lack of action. This will push the issue. He believes this will push the issue and the family will get involved.

Chief Holland stated that he is bound to report, but HIPPA prevents him from stating anything further.

It was MOVED by Supervisor Kowall, SUPPORTED by Trustee Voorheis to move forward with litigation as requested and discussed with the attorney and that the attorney report status in various intervals. The motion PASSED by roll call vote (Smith/no, Ruggles/no, Noble/yes, Kowall/yes, Roman/yes, Powell/yes, Voorheis/yes).

C. REQUEST TO APPROVE INSPECTOR FEE INCREASE FOR 2023

Official Spencer indicated this would be for most of the building inspectors, any planning review, and training done by the inspectors as authorized by the supervisor. The increases are in line with other local communities. There are three areas of increase: plan review, subcontracting sections, and required training. He shared that he will be asking in the near future for permitting increases. He opined that his inspectors do a great job, and he wants to maintain them. He thinks it is appropriate.

Clerk Noble asked if Tony would go from \$30 to \$40. He asked if \$35 would be a good spot.

Official Spencer opined that it is a good median and in response to Trustee Voorheis he stated that staffing is a problem with inspectors.

Supervisor Kowall believes there is going to be a void with retirements and to keep them at a competitive rate will help maintain good people.

It was MOVED by Trustee Ruggles, SUPPORTED by Trustee Powell to approve the Inspector Fee Increase for 2023 as requested by the Building Official. The motion PASSED by voice vote (7 yes votes).

D. FREEDOM OF INFORMATION POLICY & PROCEDURES GUIDELINES AND FREEDOM OF INFORMATION WRITTEN PUBLIC SUMMARY – CONTACT INFORMATION UPDATE

Supervisor Kowall noted that it removed specific names and identified departments to avoid repeated amendments.

Trustee Voorheis confirmed that even though it is directed, that it will still go through the F.O.I.A. director of that department.

It was MOVED by Trustee Powell, SUPPORTED by Trustee Smith to approve as submitted. The motion PASSED by voice vote (7 yes votes).

E. REQUEST TO CONSIDER CIA (CORRIDOR IMPROVEMENT AUTHORITY) PROPOSAL

Director O'Neil reminded that in January the Board approved the proposal of \$56,895. He requests the Board approve the proposal of \$30,000 for the same goal and same work. He stated that the timeline will allow to capture TIF revenues for 2023. Mr. Carlisle's proposal suggests a completion date of September with his aggressive schedule. He is very comfortable with him as he is well acquainted with municipalities. Mr. Carlisle indicated this is a no thrills plan.

Clerk Noble confirmed that roughly \$27,000 will be saved with this proposal.

Trustee Powell has worked with Dick Carlisle, and he finds him to be an absolute professional who is qualified. He believes this Board will enjoy working with Mr. Carlisle.

It was MOVED by Trustee Powell, SUPPORTED by Clerk Noble to hire Carlisle Wortman for the reestablishment of the Corridor Authority Plan for a fee not to exceed \$30,000.00. The motion PASSED by voice vote (7 yes votes).

F. CONSIDERATION OF HURON VALLEY YOUTH ASSISTANCE REQUEST FOR FUNDS & MEMORANDUM OF UNDERSTANDING – 2022-2023 FISCAL YEAR

Supervisor Kowall shared that 51% of their referrals are from White Lake. They are requesting \$11,587.20.

Trustee Powell questioned if there was an expense in the CBDG.

Attorney Hamameh indicated this is not a donation, it is an actual service being purchased.

Supervisor Kowall referred the Board to page 137 of the packet where they will find a copy of the agreement done in the past.

Treasurer Roman believes that Trustee Powell is referring to administration fees.

Supervisor Kowall indicated that you can pay for programming through CBDG.

Trustee Powell indicated this is great for the community and he is in favor of it.

Trustee Ruggles asked if this is the first time they have asked for a representative. To which, Supervisor Kowall indicated yes, and Clerk Noble indicated a police liaison can be that representative because it is a diversion program.

Supervisor Kowall opined this is an opportunity to invest to keeping people out of the system.

Trustee Smith clarified that last month the Board approved CBDG funds for Meals on Wheels, HAVEN, and Youth Services.

It was MOVED by Trustee Powell, SUPPORTED by Trustee Voorheis to honor the request of the Huron Valley Youth Assistance for the funds and Memorandum of Understanding in the amount of \$11,587.00, and to allow the Supervisor to sign. The motion PASSED by voice vote (7 yes votes).

G. FIRST READING; FEE ORDINANCE AMENDMENT – ORD #129

Trustee Powell noted the typo with the date on the memo from Clerk Noble.

It was MOVED by Treasurer Roman, SUPPORTED by Clerk Noble to approve changes to the Fee Ordinance and move it to second reading. The motion PASSED by voice vote (7 yes votes).

TRUSTEE COMMENTS

Trustee Voorheis shared the re-up of members of Parks & Rec and congratulated those members. She further shared that they were instrumental on the tree lighting ceremony. She wished everyone a great holiday season and hopes to see everyone in 2023.

Trustee Smith is thankful for the new chairs. She thanked Beth Rubus, who recently resigned from the Library Board of Directors and thanked her for her service. They are currently in the process of appointing a new member. She thanked all the community groups for putting on all the wonderful Christmas celebrations. Her personal favorite was Shop with a Cop. She had the privilege of wrapping gifts and loved seeing all the smiles. She wished everyone a Merry Christmas and safe holiday season. She looks forward to seeing everyone in the new year.

Trustee Ruggles shared that the Planning Commission meeting on the 15th was cancelled. They will meet in January. He indicated that Pete Maher and Joe Seward were reappointed and that they both do an excellent job. He wished a Merry Christmas to everybody.

Trustee Powell personally thanked the Board, the volunteers throughout the township and the professional staff in every department. They are courteous, professional, and they go out of their way to help people. He thanked the Supervisor for setting that example. He recalled there was a time when that wasn't the case. He wished all the residents a very Merry Christmas and a safe and happy new year.

Treasurer Roman wished everyone a Merry Christmas and happy New Year.

Clerk Noble commented that the election worker that spoke was not given authorization from his department to make those comments towards the Township's local businesses. He declared that Walmart, Meijer, and Kroger are wonderful to the community and support the police department. That comment was not solicited by the Clerk's Office. He further wanted to thank Sgt. Gondek for an arrest of a subject on a routine patrol. He caught an individual that was committing a theft of aluminum siding. He did an outstanding job. He wished everyone a Merry Christmas.

Supervisor Kowall also thanked Walmart, Meijer, Kroger, and other persons of the community for their support. He thanked the Board because tonight there was an example of how this Board moves forward knowing something needs to be done, even though it is unclear what needs to be done. He declared that he does not want heavy-handed government but sometimes action is necessary to move forward and

continue to do so in a positive manner. As an update to the civic center, he shared that the CIA has moved into gear, the RFQ happened, the Elizabeth Lake Road concept has been laid out, and a variety of other things to get the grant money. He shared that a concept was submitted regarding the Stanley Park structure. He thanked his fellow Board members and residents.

Trustee Powell asked for an announcement of where residents can reach out to for help if the electricity goes out in the expected storm. He also plugged the new community center this Board is moving toward with a new township hall where we might be able to provide accommodations during emergencies.

Supervisor Kowall declared that they are still working on it and that they can call the Township offices. He stated in the event this storm does hit, check on your neighbors, don't leave pets out as it will be deadly, and contact the Township if you need help. Good night, God bless, Merry Christmas, and Happy New Year.

It was MOVED by Supervisor Kowall, SUPPORTED Trustee Smith to adjourn. The motion PASSED by voice vote (7 yes votes).

The meeting adjourned at 8:27 p.m.

Rik Kowall, Supervisor
Charter Township of White Lake

Anthony L. Noble, Clerk
Charter Township of White Lake



Fire Department
Charter Township of White Lake

January 3, 2023

To: Board of Trustee Members

Re: 2022 Promotion / Awards

The fire department is requesting the following personnel recognitions at the January regular board meeting:

Promotion

Firefighter / Medic Mark Page, Promote to Shift Sergeant, official swearing in – badge pinning.

One Year Recognition

Firefighter / EMT Stuart Agranove, Successful completion of probation, official swearing in – badge pinning.

Fire Chief's Award

- Captain Steve Hanneman (outstanding community service).
- Sergeant Corey Vos (special assignment recognition).
- Sergeant Myles Pierce (outstanding community service).
- Firefighter / EMT Andrew Sitler (outstanding community service).
- Firefighter / EMT Bruce Flores (outstanding community service).

Retirement Recognition

Firefighter / EMT Mike Grix (Part-time, former paid-on-call staff, 20 years of service).

John Holland
Fire Chief



Fire Department
Charter Township of White Lake

Fireworks Display Application

Applicant: Chris Renema Phone: (313) 801-5787

Pyrotechnic Company: Ace Pyro

Display Operator: Eric and/or Julia Russel

Display Location: White lake Proposed Date: 2-4-23 Rain Date 2-11-23

Permit Requirements (include with the application):

- Permit Fee: \$555.00 (Five Hundred and Fifty-Five dollars) payable to White Lake Township.
- Michigan Department of Licensing: Completed application for Fireworks Other Than Consumer Low Impact.
- Michigan Department of Natural Resources: Marine Special Event Application and Permit.
- Alcohol, Tobacco, Firearms and Explosives: Federal Explosives License / Permit (18 U.S.C Chapter 40) 54-User of Explosives.
- Alcohol, Tobacco, Firearms and Explosives: Notice of Clearance for individuals transporting, shipping, receiving, or possessing explosive materials (employees involved in fireworks display operations shall be listed on this license).
- Alcohol, Tobacco, Firearms and Explosives: Responsible Person Letter of Clearance
- Certificate of Insurance: Policy Number 001367790 Effective 11/1/2022 EXPIRATION 11/1/2023
- Display Inventory: Include Mortar size
- Diagram/Site Plan: Of the location at which the display will be conducted. The submitted plan shall include the following information:
 - Site from which the fireworks will be discharged.
 - Dimensions of the discharge site.
 - The location of buildings, highways, overhead obstructions and utilities.
 - Spectator viewing area.
 - Fallout area.
 - Separation distances from mortars to spectators, for land or water displays.
- MSDS-Material Safety Data Sheets.
- Fireworks Display Operator and Crew List: Shall be provided to the Fire Department prior to any scheduled fireworks display. Listed on Display App. A-A
- Written Disposal Instructions: Shall be provided to the Fire Department
- Indemnification Agreement: Shall be signed and returned to the Fire Department

NFPA 1123: The applicant shall be familiar with this document and the International Fire Code, 2015 requirements.

An on-site inspection is required prior to the issuance of the Fireworks Display Permit. Twenty-four-hour notice is required to schedule an inspection.

Application reviewed by: JASON HANIFEN Date: 1/12/2023
Complete / Incomplete

Fire Department

Charter Township
of White Lake



7420 Highland Road, White Lake, MI 48383 Tel 248-698-3335 Fax 248-698-8982

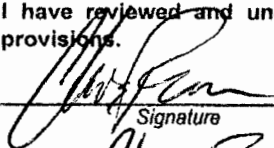
FIREWORKS/PYROTECHNICS DISPLAY INDEMNIFICATION AGREEMENT

The undersigned desires to discharge and display fireworks and pyrotechnics devices within the Charter Township of White Lake (the "Township"), and has submitted an application for a permit to engage in such activity. The undersigned represents that he/she has the actual authority to bind himself/herself and the organization or designee, which will benefit from the permit.

As consideration for the Township issuing a fireworks display permit (the "Permit") to the undersigned or his/her designee, the undersigned agrees, on behalf of himself/herself and the organization listed below, to release and hold harmless the Township and its employees, agents, volunteers, elected officials, and servants, and any persons who, at the request or direction of the Township, participate in organizing or overseeing, or who are otherwise present during, or involved in, the fireworks display, from known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and/or losses and the consequences thereof, including but not limited to expenses for reasonable legal fees and disbursements and liabilities assumed by the Township, which the undersigned, a designee of the undersigned, or any other individual or entity may sustain in connection with the fireworks display. The undersigned agrees to defend all claims, actions, causes of action, or any other demands asserted against the Township and its employees, agents, volunteers, elected officials, and servants, arising out of or in connection with the fireworks display, and to pay any judgments or settlements awarded, or executed by consent, in connection with such claims. The Township will give the undersigned prompt notice of the making of any claim or the commencement of any action, suit, or other proceeding covered by this agreement. Nothing in this agreement may be deemed to prevent the Township from cooperating with the undersigned and participating in the defense of any litigation by its own counsel at its sole cost and expense.

The undersigned further agrees, on behalf of himself/herself and the organization listed below, to accept all of the rules and requirements established or imposed by the Township for the fireworks display, and to follow any instructions given by the Township's fire and police personnel. The Township has the absolute right to suspend or revoke the Permit if it is determined by the Fire Marshal or a designee that the conduct of the fireworks display operator or other entity is detrimental to the public health, safety, and welfare, in which event any expenses or costs incurred by the undersigned, the organization listed below, or any user or occupant shall be forfeited and the Township shall not be obligated to reimburse any such amounts, pro rata or otherwise.

I have reviewed and understand this entire Indemnification and Hold Harmless Agreement and I agree to its provisions.


 Signature _____ for Ace Pyro LLC on 12/01/2022
Organization Date Year

Chris Renema (313) 801-5787
 Representative's Name (Print) Representative's Name

13001 E. Austin Rd Manchester (877) 223-3552
 Address MI 48158 Telephone



CERTIFICATE OF LIABILITY INSURANCE

Section 9, Item A.

11/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056	CONTACT NAME: Janet Nau PHONE (A/C, No, Ext): (877) 455-5640 E-MAIL ADDRESS: jnau@tpgrp.com	FAX (A/C, No): (425) 455-6727
	INSURER(S) AFFORDING COVERAGE	
INSURED Ace Pyro, LLC 13001 E. Austin Rd Manchester MI 48158	INSURER A: James River Insurance Co	NAIC # 12203
	INSURER B: Everest Denali Insurance Company	NAIC # 16044
	INSURER C: AXIS Surplus Lines Insurance Company	NAIC # 26620
	INSURER D: Arch Specialty Insurance Company	NAIC # 21199
	INSURER E:	
	INSURER F:	

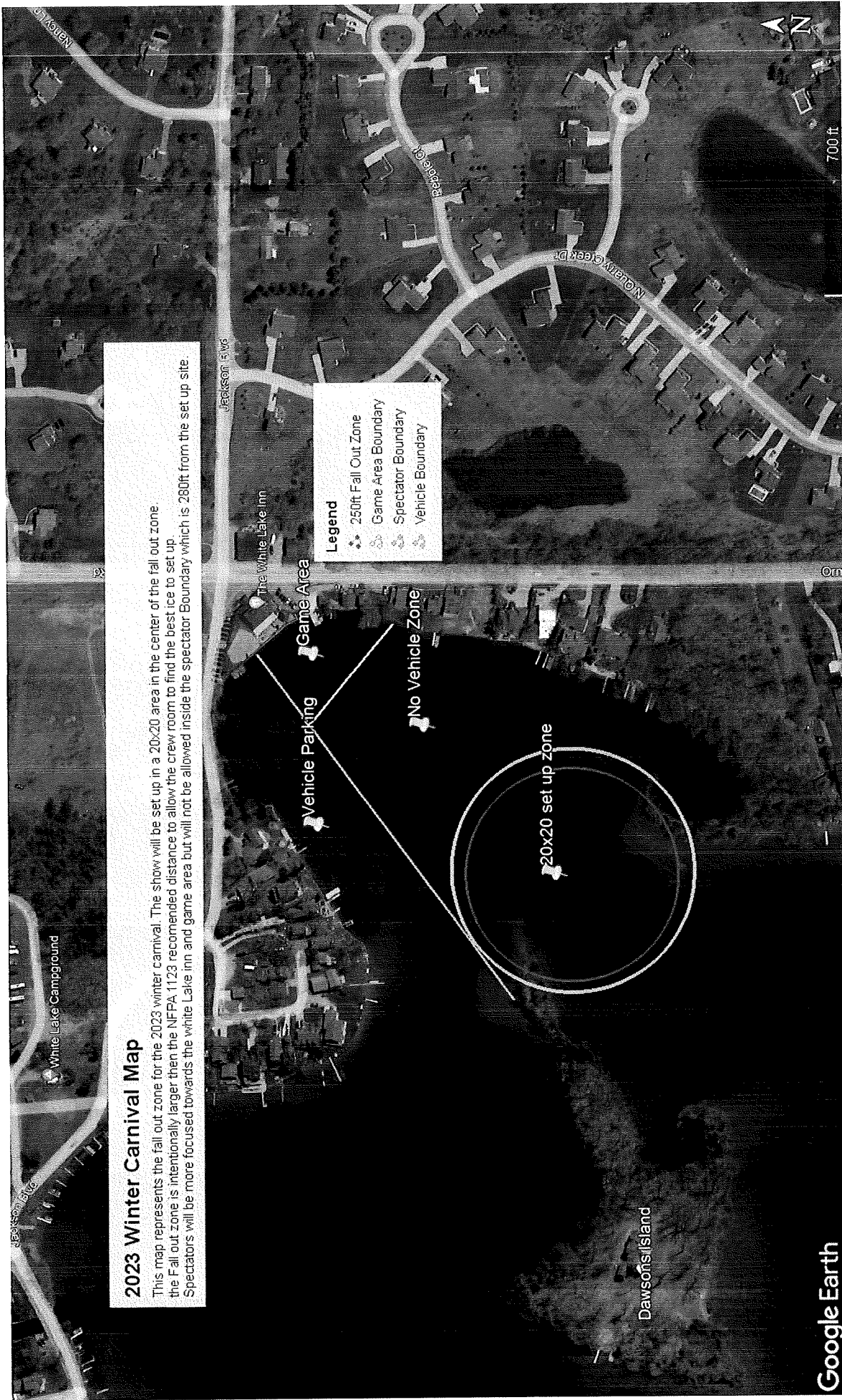
COVERAGES **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		001367790	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			SI8CA00266221	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P00100083992002	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liab. - Per Occurrence			UXP104824701	11/1/2022	11/1/2023	Each Occ/Aggregate \$5,000,000
A	Protection & Indem. ~Liab Only			001367790	11/1/2022	11/1/2023	Limit ~\$1,000,000 \$5,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract: White Lake Citizens League and all of it's members, employees and those associated; White Lake Township and all it's elected and appointed officials, employees and volunteers; Highland Township and all it's elected and appointed officials, employees and volunteers; Beaumont Seven Harbors and all it's elected and appointed officials, employees and volunteers.

CERTIFICATE HOLDER White Lake Citizens League P.O. Box 851 Highland, MI 48356	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Handler/CCRUE
---	---



2023 Winter Carnival Map

This map represents the fall out zone for the 2023 winter carnival. The show will be set up in a 20x20 area in the center of the fall out zone. The Fall out zone is intentionally larger than the NFPA 1123 recommended distance to allow the crew room to find the best ice to set up. Spectators will be more focused towards the white Lake inn and game area but will not be allowed inside the spectator Boundary which is 280ft from the set up site.

- Legend**
- ◆ 250ft Fall Out Zone
 - Game Area Boundary
 - Spectator Boundary
 - Vehicle Boundary

Google Earth

Section 9, Item A.



White Lake Township

7525 Highland Rd.
White Lake, MI 48383

Receipt

Date	Receipt No.
12/09/2022	172377

Received of:
WHITE LAKE CITIZENS LEAGUE INC

**Description: WINTER CARNIVAL
IN ICE NEAR WHITIE LAKE**

Item	Description	Amount
FIRFIREW	FIREWORKS DISPLAY-PERMIT & INSPECT 206-000-607.000 FIREWORKS DISPL 555.00	555.00
TOTAL		555.00

Check No.	Payment Method	Amount
1162	CHECK	555.00

RECEIVED
 DEC 09 2022
 WHITE LAKE TOWNSHIP
 CLERK'S OFFICE

**WHITE LAKE TOWNSHIP
TOWNSHIP BOARD**

**REPORT OF THE
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Township Board

FROM: Justin Quagliata, Staff Planner

DATE: January 6, 2023

RE: Adoption of Parks and Recreation Master Plan 2023-2027

The State of Michigan requires municipalities maintain a current 5-Year Recreation Plan and file the Plan with the Michigan Department of Natural Resources (MDNR) in order to qualify for grant funding. The current plan expired December 31, 2022.

It is anticipated on January 11, 2023 the Parks and Recreation Committee will pass a resolution recommending the Township Board adopt the Parks and Recreation Master Plan 2023-2027. A resolution of adoption has been provided to the Board for consideration (Resolution No. 23-001). The deadline for submitting the Plan to the MDNR to retain grant eligibility this year is February 1, 2023.

Attachments

1. Resolution No. 23-001.
2. Parks and Recreation Master Plan 2023-2027.
3. Parks and Recreation Committee draft meeting minutes of January 11, 2023 (to be provided upon availability).

**CHARTER TOWNSHIP OF WHITE LAKE
ADOPTION OF PARKS AND RECREATION MASTER PLAN 2023-2027
RESOLUTION NO. 23-001**

At a regular meeting of the Township Board of the Charter Township of White Lake, Oakland County, Michigan, held in Township Annex, 7527 Highland Road, White Lake, Michigan, on the 17th day of January 2023, at 7:00 p.m. with those present and absent being:

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____ and seconded by _____.

WHEREAS, a Parks and Recreation Master Plan is essential for the development of a comprehensive and effective parks and recreation program in White Lake Township; and

WHEREAS, such a plan is required by the Michigan Department of Natural Resources in order to qualify White Lake Township for State and Federal grant funding; and

WHEREAS, it is necessary to update the Parks and Recreation Master Plan every five years in order to retain eligibility for grant funding; and

WHEREAS, a Parks and Recreation Master Plan for the years 2023-2027 has been developed by the Parks and Recreation Committee after having received the input of citizens through public surveys and workshops; and

WHEREAS, the public was invited to review the proposed Parks and Recreation Master Plan 2023-2027, which was on file at the Community Development Department and on the Township website; and

WHEREAS, the Parks and Recreation Committee held a public hearing and then recommended adoption of the Parks and Recreation Master Plan 2023-2027 to the Township Board by resolution on January 11, 2023.

NOW, THEREFORE, BE IT RESOLVED the Township Board hereby adopts the Parks and Recreation Master Plan 2023-2027 to serve as a guide for the development and operation of park facilities under the jurisdiction of White Lake Township for the years cited.

AYES:

NAYS:

ABSENT:

I, Anthony L. Noble, the duly elected and acting Clerk of the Charter Township of White Lake, hereby certify this to be a true and complete copy of Resolution No. 23-001, adopted at a regular meeting of the Township Board held on the 17th day of January 2023.

Anthony L. Noble, Clerk
Charter Township of White Lake

DRAFT FOR PUBLIC REVIEW
12-1-2022

Section 9, Item B.

WHITE LAKE TOWNSHIP PARKS & RECREATION MASTER PLAN

2023-2027



Adopted By Township Board:
_____, 2023

Recommended for Adoption By Parks Committee:
_____, 2023

Rik Kowall, Supervisor
Anthony L Noble, Clerk
Mike Roman, Treasurer
Scott Ruggles, Trustee
Liz Fessler Smith, Trustee
Andrea Voorheis, Trustee
Mike Powell, Trustee

Parks and Recreation Committee:
Merrie Carlock, Chair
Deb Deren, Vice-Chair
Andrea Voorheis, Township Board Liaison
Rhonda Grubb
Kathleen Aseltyne

White Lake Township Staff:
Sean O'Neil, Community Development Director
Justin Quagliata, Staff Planner

Assistance Provided By:
Leah Groya, Consultant
Jason MacDonald, Consultant



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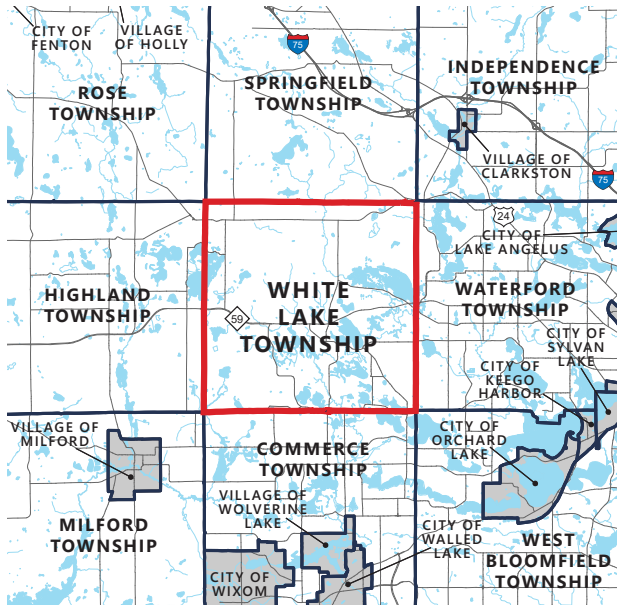
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Planning Process	06
Administrative Structure	08
Inventory	12
Basis For Action	28
Action Plan	58
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COMMUNITY DESCRIPTION

The jurisdiction of this Parks & Recreation Master Plan includes all parks and recreation facilities and properties owned by White Lake Township. The 2023-2027 White Lake Township Parks and Recreation Master Plan was adopted by the Township Board to serve as a guide and decision making document for future park and recreation facilities. The Plan includes an inventory of existing facilities and programs within White Lake Township as well as an analysis of opportunities and needs. It also includes goals, objectives and a 5-year capital improvement plan. The Master Plan is intended to enable the Township to apply for funding assistance from various agencies and work toward implementing elements that make progress toward achieving the outlined goals. This Plan specifically provides for 5 years of grant eligibility with the Michigan Department of Natural Resources.

White Lake Township is located in west/central Oakland County, along the M-59 corridor between Lansing and Pontiac. The Township is bordered by Springfield Township to the north, Waterford Township to the east, Commerce Township to the south, and Highland Township to the west. White Lake Township is approximately 30 miles northwest of Detroit, 40 miles east of Lansing, 30 miles south of Flint, and 30 miles north of Ann Arbor.



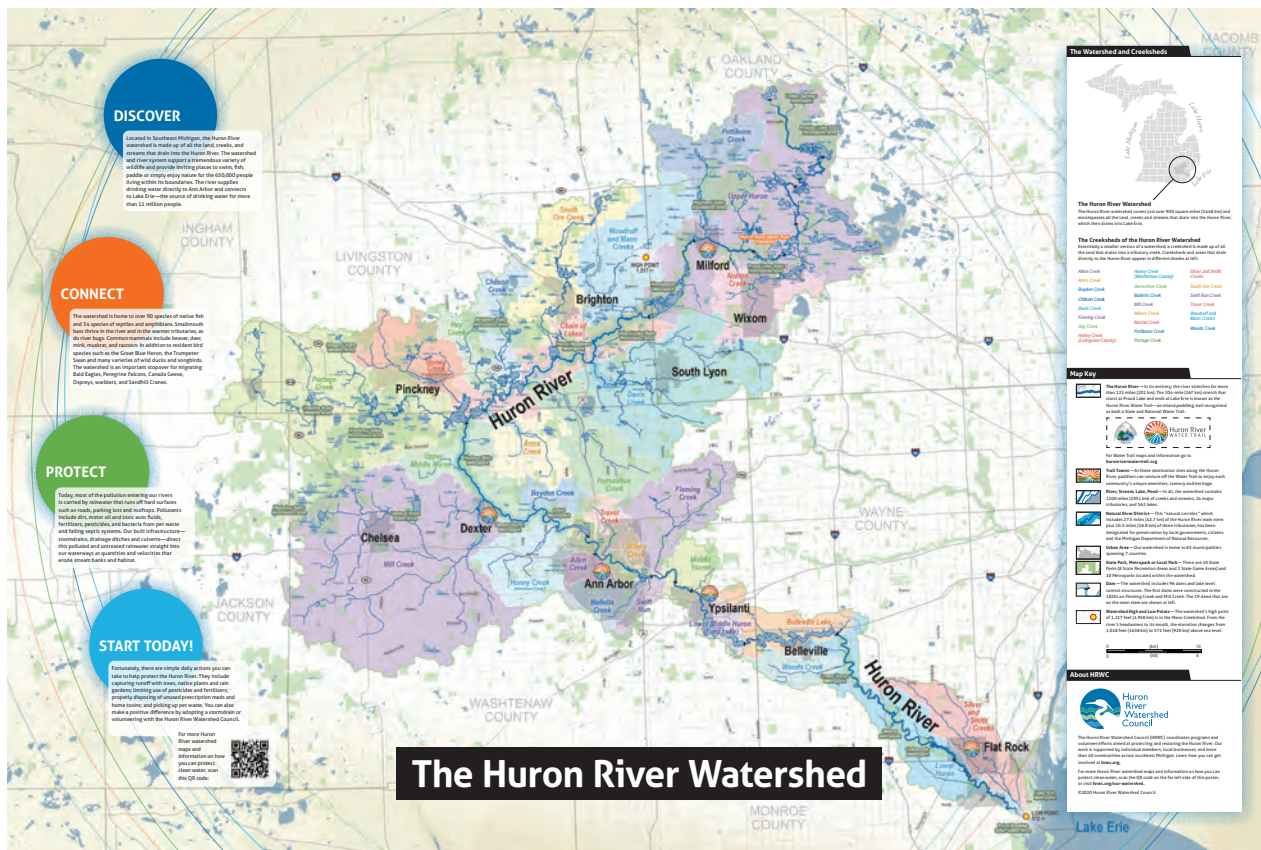
White Lake Township owns 6 park properties in the community including:

Bloomer Park	28.7 acres
Judy Hawley Park	7.6 acres
Vetter Park +	
Dublin Senior Center	5.9 acres
Hidden Pines Park	9.3 acres
Kelley Fisk Farm	5.0 acres
Stanley Park	57.4 acres

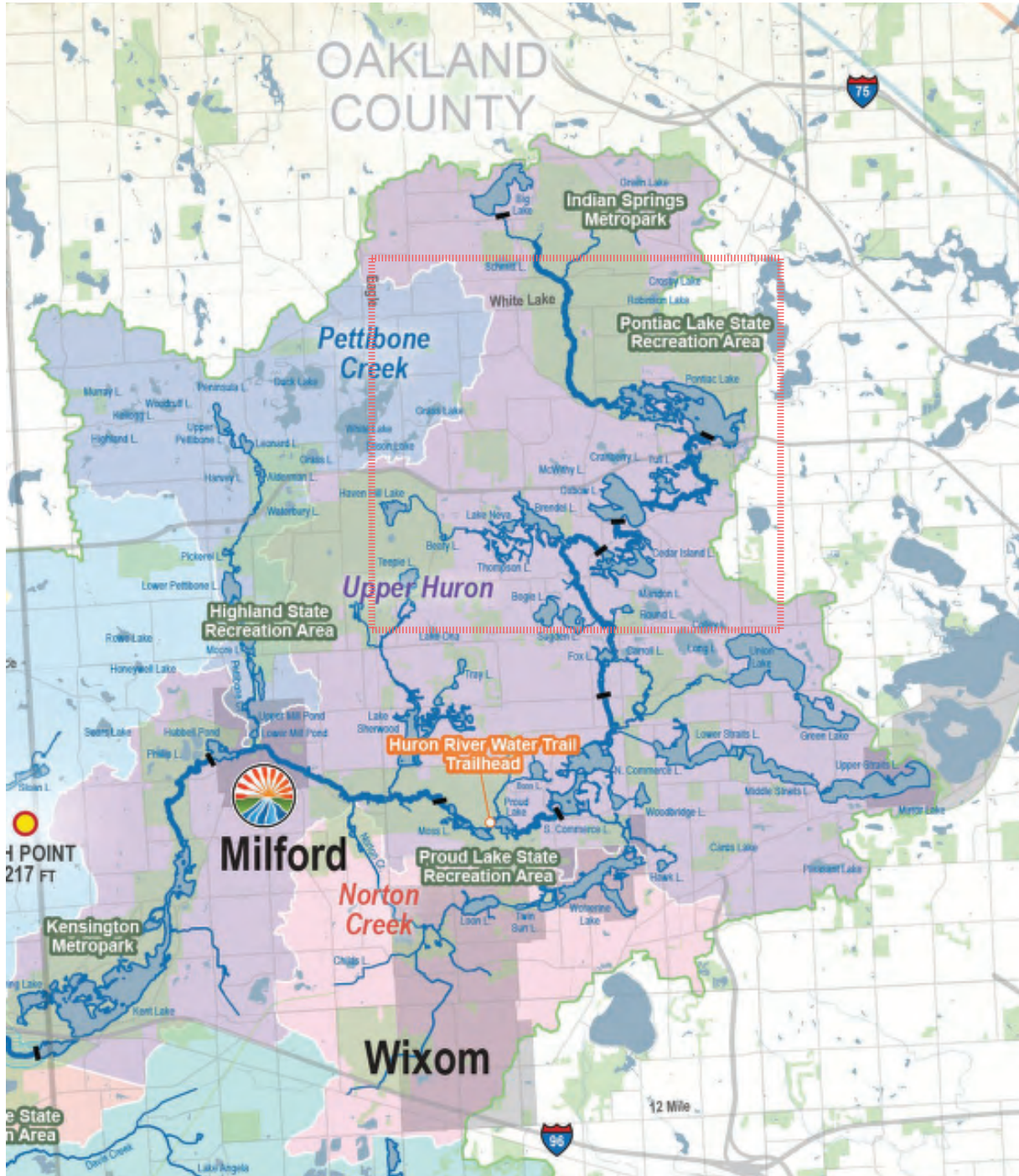
White Lake Township had a total population of 30,950 residents as of the 2020 United States Census, a 3.1% increase from 2010 (30,109). Township staff believes the population is several thousand more than reported by the Census due to large residential developments that have been built in recent years. These figures represent a stable population with modest growth over the past 10 years. The southeast Michigan region as a whole (the 7 County SEMCOG area), also rebounded in population to 4.83 million people, an increase of 2.7% from 2010.

White Lake Township was significantly impacted by the last Ice Age with much of the Township classified as glacial outwash sand and gravel. Moraines composed of sand and gravel were deposited as retreating glaciers melted in place (especially north of M-59). The Township is characterized by rolling terrain and varies by approximately 211 feet from the lowest point to the highest point. In general, the lowest elevations occur in the south central portion of the Township and rises to the north. Brendel Lake is the lowest elevation (933 feet) with the highest (1144 feet) being in the northwest portion of the Township.

The majority of White Lake Township is within the headwaters of the Huron River Watershed with small sections in the northeast and eastern edge in the Clinton River Watershed. The Huron River flows 125 miles from its headwaters at Big Lake just west of Indian Springs Metropark, to its mouth at Lake Erie in Monroe County. Within the Huron River Watershed, there are 3 subwatersheds. Runoff from the northwest section of White Lake Township flows into Pettibone Creek, then into the Huron River; water from the southeast section of the Township flows into Hayes Creek, then into the Huron River; and water from the central portion of the Township flows directly into the Huron River.



THE HURON RIVER WATERSHED + WHITE LAKE TOWNSHIP





PLANNING PROCESS

This plan was developed utilizing the Michigan Department of Natural Resources (MDNR) Community Park, Recreation, Open Space and Greenway Plan Guidelines. Following the MDNR Guidelines and filing this adopted plan with the MDNR allows the Township to be eligible to apply for MDNR-administered parks and recreation related grant funds. The 5-Year Plan was prepared over an approximately six-month period. This section documents the process used to develop the Plan.

BACKGROUND STUDIES

The background studies for this master plan include data and information for the Community Description, Administrative Structure, Recreation Inventory, and Basis For Action sections. Data collection and field work for the background studies took place in the summer and fall of 2022. Various sources were used to gather the most up-to-date information, including the previous 5-year plan, Oakland County and SEMCOG Geographic Information System (GIS) data, Township staff, United States Census, and field observations.

PLAN INPUT

The White Lake Township Parks and Recreation Committee engages the community to ensure awareness and gather input on desired projects and priorities. The Committee and Township Board will continue to seek input from residents as they move forward with implementation of the plan over the next 5 years. Below is a summary of input methods used during the development of this plan. Additional details can be found in the Basis For Action section.

Survey

The Township developed a survey to gather input on parks and recreation related topics. The survey was completed by 443 people and the results (along with all of the other data collected during the process) were used by the Parks Committee to establish the Action Plan. Paper copies were available at the Dublin Senior Center as well as during the Fisk Farm Festival.

Fisk Farm Festival

Staff and consultants manned a tent set up at the annual Fisk Farm Festival in September 2022 in order to gather input regarding parks and recreation in White Lake Township. In addition to a map of parks in the Township, people were encouraged to complete hard copies of the survey.

Committee Meetings

All Committee meetings are open to the public. The Parks and Recreation Committee held a Special Meeting on October 5, 2022 to discuss the 5-Year Plan. The Plan was also discussed at the November 2022 meeting.

ACTION PLAN

The Action Plan section of the report outlines the direction the Committee and Township Board would like to take over the next 5 years in order to maintain and improve parks and recreation opportunities within the community. The Action Plan includes goals and guidelines as well as a capital improvement schedule, and was developed with input from the Committee, staff, and residents.

PUBLIC HEARING + ADOPTION

A draft Master Plan was reviewed by the Parks and Recreation Committee in November 2022. The draft Plan was made available for public review on _____, 2022 via the Township website and at Township Hall. A notice was published in the Spinal Column on _____, 2022, making people aware of the draft plan and public hearing. The Township also posted to social media.

A public hearing was held by the Parks and Recreation Committee on _____. A presentation of the Plan was provided after which the Committee discussed the plan and invited public comment.

ADOPTION

The White Lake Township Parks and Recreation Committee passed a resolution recommending the Township Board adopt the Parks and Recreation Master Plan on _____.

The White Lake Township Board adopted the Parks and Recreation Master Plan by Resolution on _____. The Plan was approved by the MDNR in _____ 2023.



ADMINISTRATIVE STRUCTURE

This section of the Plan describes how parks and recreation is administered in White Lake Township. Included is a description of the overall administration as well as expenditures and revenues for the past three years.

Public Act 156 of 1917 authorizes cities, villages, counties, townships, and school districts to operate local recreation facilities and recreation systems. The Act states a city, village, county or township may operate a system of public recreation and playgrounds, acquire, equip and maintain land, buildings or other recreation facilities, employ a superintendent of recreation and assistants, and vote and expend funds for the operation of systems.

TOWNSHIP BOARD

The ultimate responsibility for the provision of recreation in the Township is held by the Township Board including the Supervisor, Clerk, Treasurer, and Trustees. The Township Board approves the budget, appoints the Parks and Recreation Committee members, and oversees the staff. Additionally, the Township Board oversees the long-term vision for the Township through adoption of the Parks and Recreation Master Plan.

PARKS & RECREATION COMMITTEE

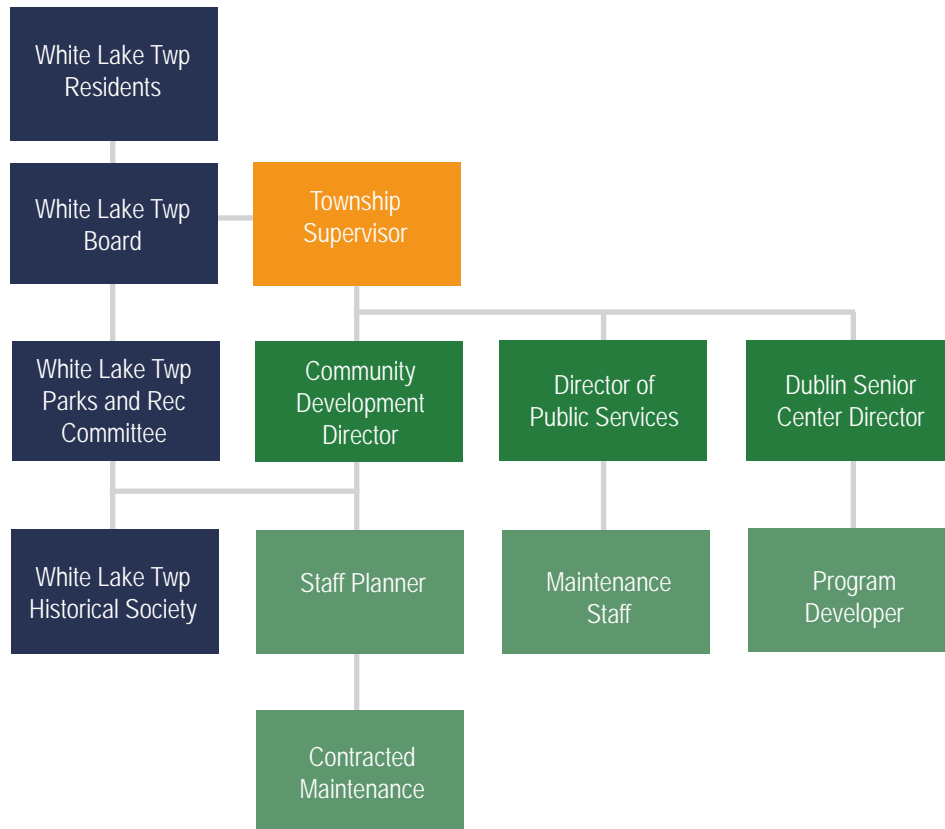
The Township Board created a Parks and Recreation Committee in 1997 which is charged with determining public need for recreational facilities and developing plans for their development and operation. The Committee oversees the development of the Parks and Recreation Master Plan and provides recommendations for adoption to the Township Board. Members are appointed by the Supervisor and confirmed by vote

of the full Township Board. The 5-member Committee meets on the second Wednesday of each month.

TOWNSHIP STAFF

Day-to-day parks and recreation activities are managed by the Staff Planner and Community Development Director. The Staff Planner submits requests for maintenance, oversees contracted maintenance items, manages field and pavilion rentals, and monitors and manages the Township's Parks and Recreation Fund. In addition, the Staff Planner serves as technical staff to the Parks and Recreation Committee.

The maintenance staff are managed by the Director of Public Services, and the Dublin Senior Center is managed by the Dublin Senior Center Director.



RELATIONSHIPS WITH OTHER PROVIDERS

White Lake Township has relationships with other local agencies including the White Lake Historical Society, the White Lake Library, the Township Police/Fire Departments, and Oakland County Parks to coordinate events and offerings. Additional agencies and providers White Lake partners with include the Huron-Clinton Metropolitan Authority (Indian Springs Metropark) and the MDNR (State Recreation Areas).

FISCAL ANALYSIS

Parks and Recreation is primarily funded through a voter-approved millage. Park projects have also been supported by grants obtained by staff. In 2018, White Lake Township residents passed a 6-year, 0.3 mill parks and recreation millage (expiring in 2023). The millage collected approximately \$364,000 in 2021. The millage can be used for all park and recreational uses permitted by law, including but not limited to maintaining, improving, purchasing, constructing or acquiring property, property interests, trails, pathways and facilities for park and recreational purposes. The millage is also used for programming special events.

The Revenues and Expenditures table illustrates patterns over the past 3 years (2020-2022). For the 2020-2022 fiscal years, the millage resulted in revenues between \$352,000 and \$372,000 each year. Interest, field rentals, and other miscellaneous items have supplemented the total millage revenues, as has a \$50,000 grant awarded to design the remaining segment of the "Triangle Trail." In 2020 and 2021, the Township expended \$155,000 and \$108,000, respectively, on Parks and Recreation with the largest expenses being Grounds Maintenance, Park Improvement Projects, and Professional Services. In 2022, expenditures were budgeted to increase significantly reflecting the planned Phase I improvements at Stanley Park as well as the construction of the Triangle Trail. In actuality, the majority of these funds will not be expended until 2023/2024.

WHITE LAKE TOWNSHIP PARKS AND RECREATION BUDGET (2020-2022)				
Revenues	2020 Actual	2021 Actual	2022 Budgeted	Percent Change
Property Taxes 0.3 Mil	\$ 352,095	\$ 364,263	\$ 372,611	5.8%
Grants	\$ -	\$ 50,000	\$ 20	
Field Rental	\$ 3,340	\$ 6,630	\$ 6,000	79.6%
Interest Income	\$ 6,867	\$ 2,769	\$ 3,500	-49.0%
Insurance Rebates	\$ 1,502	\$ -	\$ -	-100.0%
Misc. Revenue	\$ 1,444	\$ 2,720	\$ 500	-65.4%
TOTAL REVENUE	\$ 365,248	\$ 426,382	\$ 382,631	4.8%
Expenditures	2020	2021	2022	Percent Change
Fees & Per Diem	\$ 2,515	\$ 2,486	\$ 2,250	-10.5%
Soc Sec, Medicare, Unemployment	\$ 146	\$ 143	\$ 300	105.5%
Insurance	\$ 4,159	\$ 4,168	\$ 5,000	20.2%
Professional Services	\$ 11,970	\$ 15,010	\$ 35,000	192.4%
Dues, Publications, Misc	\$ 2,111	\$ 858	\$ 4,050	91.9%
Grounds Maintenance	\$ 39,978	\$ 44,035	\$ 60,000	50.1%
Utilities & Electricity	\$ 5,015	\$ 4,551	\$ 5,400	7.7%
Park Equipment	\$ 402	\$ 7,946	\$ 25,000	6118.9%
Events	\$ -	\$ -	\$ 3,000	
Park Improvements	\$ 89,347	\$ 10,314	\$ 550,000	515.6%
Pathway Projects	\$ -	\$ 19,109	\$ 600,000	
TOTAL EXPENSES	\$ 155,643	\$ 108,620	\$ 1,290,000	728.8%



INVENTORY

Developing an inventory of facilities and programs is an essential component of a Parks and Recreation Master Plan. A wide variety of facilities are provided by several different agencies and organizations in White Lake Township. This section of the Plan provides a foundation of information to use in developing the Action Plan.

WHITE LAKE TOWNSHIP PARKS

White Lake Township owns and manages six parks totaling approximately 114 acres of property including the 5-acre Historic Fisk Farm property. In the summer of 2022, an inventory of each of the properties was completed and is summarized on the Inventory Map and Table. Following the map and table are one page summaries of each park.

MDNR GRANTS

White Lake Township has been the recipient of four grants from the Michigan Department of Natural Resources. When preparing a 5-Year Master Plan, the MDNR requires information be provided regarding the status of all past grants received. The grant history report was obtained from the MDNR MiGrants website. It is important to understand which properties have received MDNR funding as they remain encumbered by the executed grant agreements in perpetuity. Since 1999, the Township has secured \$2,273,365 in grants from the MDNR.

Vetter Park (CM99-049)

White Lake Township received \$50,965 in 1999 for the development of two ballfields, playground equipment, improved picnic area, and expansion of a walking trail. A ballfield, picnic area, walking trail, and playground continue to exist at Vetter Park. At 20+ years old, the playground equipment is showing its age.

Bloomer Park (TF09-103)

In 2009, the Township received a \$350,000 grant for improvements at Bloomer Park including parking, observation deck overlooking Grass Lake, boardwalk, trails, picnic shelter, signage, furnishings, and landscaping. All of these elements continue to be publicly accessible and in relatively good condition.

Stanley Park (TF18-0110 & 26-01868)

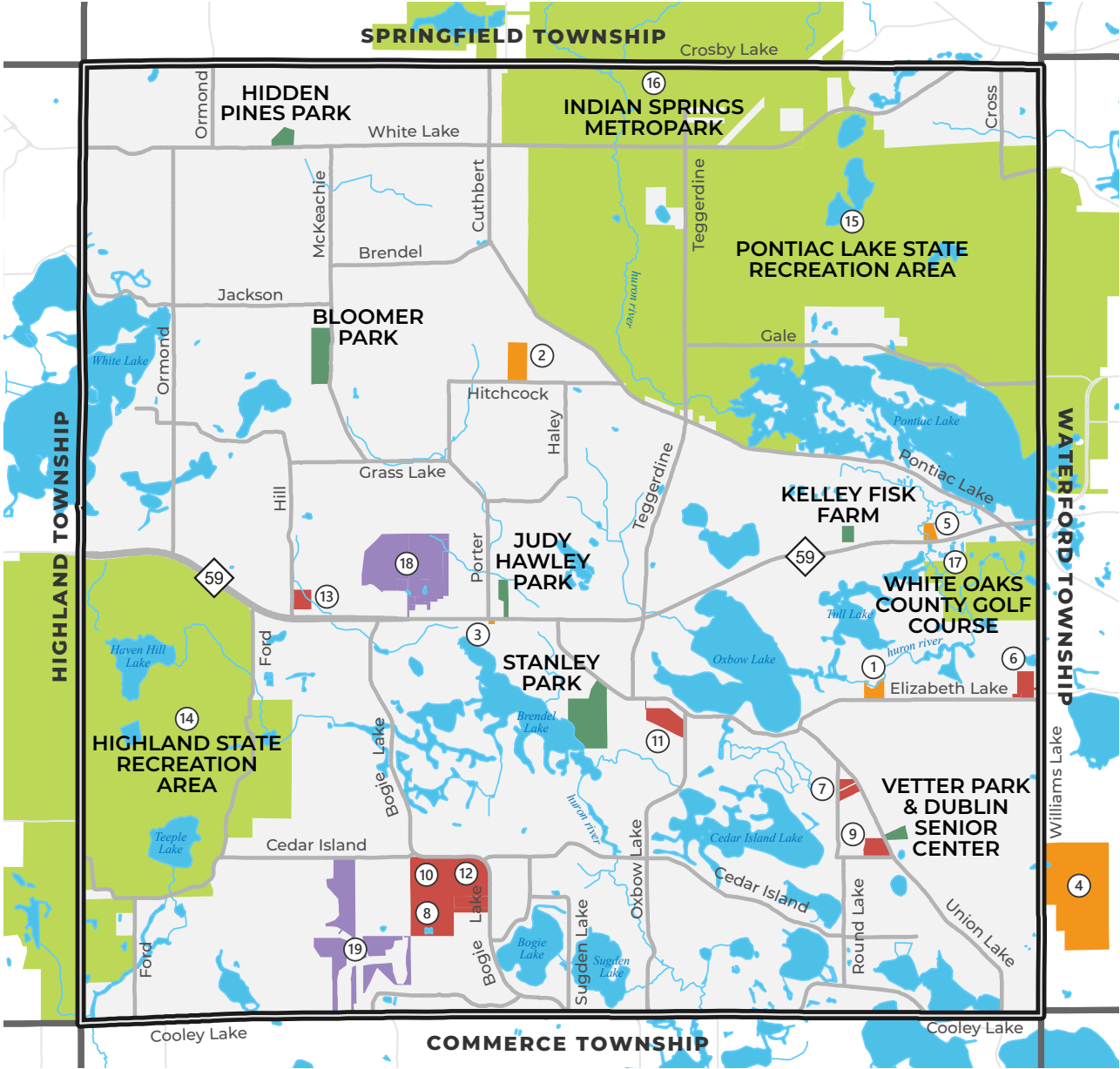
The Township received \$1,372,400 in 2018 toward the purchase of the 57-acre former Brendel Lake Campground in order to develop it as a public park. In 2021, the Township was awarded \$500,000 via the Land and Water Conservation Fund to make improvements at Stanley Park slated for construction in 2023 and include an entrance drive, crushed stone parking lot, fishing pier/dock, pathways, signage, exercise stations, benches, sled hill, and related amenities.

BARRIER FREE STATUS (MDNR RATING)

With the passage of the Americans with Disabilities Act of 1990 (ADA), all areas of public service and accommodation became subject to barrier free requirements, including parks and recreation facilities. Each park summary sheet on the following pages notes a current accessibility rating as defined by the MDNR for planning purposes only. Each facility was given a rating of 1 through 5 (MDNR Rating System) with the following definitions:

1. None of the facilities/park areas meet guidelines
2. Some of the facilities/park areas meet guidelines
3. Most of the facilities/park areas meet guidelines
4. Entire park meets guidelines
5. Entire park was developed/renovated using principals of universal design.

ID	Name	Acres	Parking	Porta John	Restroom Building	Concession Building	Historic Buildings	Storage / Equipment Facility	Picnic Areas	Shelter/Pavilion	Ball Diamond	Tennis Court	Play Equipment Areas	Multi-Purpose Field	Soccer Field	Track	Basketball Hoop	Volleyball Court (Sand)	Walking/jogging/Bike Path	Nature Trail	Beach	Dog Waste Station	Bike Rack	Drinking Fountain	Meeting Space
WHITE LAKE TOWNSHIP PARK PROPERTIES																									
	Bloomer Park	28.70	X						X	1								1	X			1	X		
	Judy Hawley Park	7.62	X	X				X	X	1			1		3		4	1	X			1			
	Ferdinand C Vetter Park + Dublin Senior Center	5.90	X	X		X		X	X	1	1		1				1		X		2	2		X	
	Hidden Pines Park	9.29	X	X					X		1									X		1			
	Stanley Park	57.37	X						X	X										X	X	3			X
	Historic Kelley Fisk Farm	5.02	X				X		X		2				3		5	1				8			
	Total Acreage and Facilities	113.90								3	2		2		3		5	1				8			
OTHER PUBLIC PROPERTIES																									
1	Elizabeth Lake Road Property (undeveloped)	8.68																							
2	Hitchcock Road Property (undeveloped)	19.46					X																	X	
3	Old Community Hall	0.46			X			X	X	3	1	1						2						X	
4	Hess Hathaway Park (in Waterford)	167.34	X	X	X																			X	
5	M59/Huron River Property (undeveloped)	6.00																						X	
	Total Acreage and Facilities	201.94								6	3		3		5+		5	3							
SCHOOL PROPERTIES																									
5	Houghton Elementary School (Waterford)	13.17	X							2	2		2				2								
6	Dublin Elementary School (Walled Lake)	7.91	X							1	1		2		1		4								
7	Lakewood Elementary School (Huron Valley)	46.29	X									3	3				4								
8	St. Patrick Catholic School	11.25	X									1	1				2								
9	White Lake Middle School (Huron Valley)	46.29	X							2	2		2		1		1								
10	Oxbow Elementary School (Huron Valley)	19.13	X							2	2		2				3								
11	Lakeland High School (Huron Valley)	46.29	X							5	8		2		1		1								
12	Huron Valley Schools Property (Harbor Alt)	9.95	X							12	8		13		1		3								
	Total Acreage and Facilities	200.28																							



WHITE LAKE TWP. PARKS

OTHER PUBLIC PROPERTIES

- ① Elizabeth Lake Road Property
- ② Hitchcock Road Property
- ③ Old Community Hall
- ④ Hess Hathaway Park (in Waterford)
- ⑤ M-59/Huron River Property

SCHOOL PROPERTIES

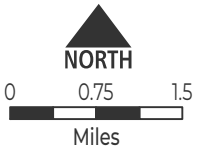
- ⑥ Houghton Elementary School
- ⑦ Dublin Elementary School
- ⑧ Lakewood Elementary School
- ⑨ St. Patrick Catholic School
- ⑩ White Lake Middle School
- ⑪ Oxbow Elementary School
- ⑫ Lakeland High School
- ⑬ Huron Valley Schools Property

STATE | METROPARK | COUNTY PROPERTIES

- ⑭ Highland State Recreation Area
- ⑮ Pontiac Lake State Recreation Area
- ⑯ Indian Springs Metropark
- ⑰ White Oaks County Golf Course

PRIVATE PROPERTIES

- ⑱ Alpine Valley Ski
- ⑲ Brentwood Golf Club and Banquet Center



PARK INVENTORY MAP

WHITE LAKE TOWNSHIP
5-YEAR PARKS & RECREATION MASTER PLAN
2023 - 2027

BLOOMER PARK

3889 McKeachie Road

Size: 28.7 acres

ADA Rating: 3

MDNR Grant: TF09-103

Bloomer Park is a 28+ acre wooded park on the eastern shore of Grass Lake in the northwest portion of the Township. Originally donated to the State by Mr. and Mrs. Howard Bloomer in the 1920s, White Lake Township acquired the property in 2009 and began implementing public access improvements in 2012.

The park includes a parking area, nature trails, pavilion, overlook/boardwalk on Grass Lake, signs interpreting the history of the property and various environmental features, benches and bike racks. The approximately 1/3-mile trail loop takes visitors through a native second growth of Maples, Oaks, Hickories, Serviceberries and Dogwoods. Native woodland flowers such as Trillium, May Apple, Jack-in-the-Pulpit, Wild Geranium, and Skunk Cabbage can also be found.



JUDY HAWLEY PARK

7525 Highland Road

Size: 7.6 acres

ADA Rating: 2

Judy Hawley Park is 7.6-acres of an approximately 13-acre property that also includes Township Hall and Police Station on the north side of Highland Road. The park is at the rear of the property and includes 2 half-sized basketball courts, a full-size irrigated soccer field, 2 irrigated half-sized soccer fields, a pavilion, play structure, swing set, a 'little library' box, sand volleyball court, 0.4-mile-long asphalt trail around the perimeter, a small maintenance building, and porta john. Hawley Park was the location of the first Family Fun Day event held in June 2022.



FERDINAND C VETTER PARK + DUBLIN SENIOR CENTER

685 Union Lake Road
Size: 5.9 acres
ADA Rating: 3
MDNR Grant: CM99-049

Ferdinand C Vetter Park is on a 5.9-acre property along with the Dublin Senior Center on the east side of Union Lake Road. The park includes a parking lot, baseball/softball field with covered dugouts, a play structure, shelter with picnic tables, concession/storage building, a basketball hoop, and 0.25-mile asphalt walking path around the park. The Dublin Senior Center offers programs and services for adults 50 years or older.

The Senior Center offers a variety of educational and health programs such as Balance and Core Strengthening, Guided Imagery, Yoga, Line Dancing, Painting, Crafts, Lectures, Book Club, Cards, Quilting, a Walking Club, Day Trips, etc. A Meals on Wheels program is hosted at the Center as is the West Oakland Transportation Authority - a collaboration between White Lake, Highland, Waterford, and Walled Lake that offers residents (55+) and disabled adults transportation to



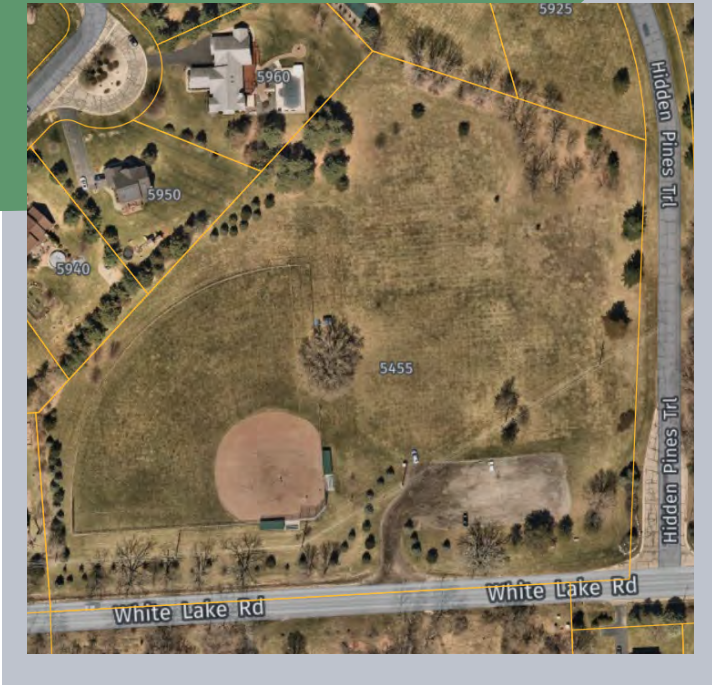
HIDDEN PINES PARK

5455 White Lake Road

Size: 9.29 acres

ADA Rating: 2

Hidden Pines Park was developed in 2012 and is located on the north side of White Lake Road. The 9+ acre park includes a baseball/softball field with covered dugouts, a gravel parking lot, open space, and a 'little library' box.



STANLEY PARK

10785 Elizabeth Lake Road
Size: 57.37 acres
ADA Rating: 1
MDNR Grants: TF18-0110 & 26-01868

Stanley Park is the newest park in White Lake Township and is located on the southwest side of Elizabeth Lake Road with 500+ feet of frontage along Brendel Lake. The site is adjacent to undeveloped land planned to become the White Lake Township Civic Center including a new Township Hall. The 57+ acre Stanley Park parcel was a former private campground the Township purchased with assistance from a MDNR Trust Fund grant. The Township has developed a master plan for the property, cleaned up the site, and opened it for public use with a gravel parking lot along Elizabeth Lake Road and the ability to walk the property to the lakefront. The Township was awarded grant funds via the MDNR/LWCF program to make Phase I improvements slated for construction in 2023. Phase I improvements include an entrance drive, accessible pathway, fishing dock, rain garden, exercise stations, boardwalk, sled hill, landscaping, and signage.



KELLEY FISK FARM

9180 Highland Road

Size: 5.02 acres

ADA Rating: 3

The Kelley Fisk Farm is a 5-acre property on the north side of Highland Road owned by White Lake Township and currently leased by the White Lake Historical Society. The property includes a number of historic buildings. The Historical Society operates Fisk Farm as a community educational experience including fields trips where students learn how life was on a farm in the 1800s. Several community events are also held at Fisk Farm each year including the Fisk Farm Festival and Craft Show (September), Community Yard Sale (August), Comedy Show, Tree Lighting, etc.



OTHER PUBLIC PROPERTIES

In addition to the actively managed park properties, the Township also owns four additional properties: the Old Community Hall building site, the Hitchcock Road Property, and the Elizabeth Lake Road Property. Also, Hess-Hathaway Park, located in Waterford just outside of White Lake Township, is available for White Lake resident use as further described below.

Old Township Hall

The Old Township Hall building is located on a 0.5-acre property on the south side of Highland Road, across from the current Township Hall. The building is primarily used for storage but is available for rent for small gatherings.

Hitchcock Road Property

The Township owns 19.46- acres of undeveloped property on the north side of Hitchcock Road.



Elizabeth Lake Road Property

This 9-acre parcel is located on the north side of Elizabeth Lake Road, with frontage along the Huron River, just east of Oxbow Lake. There has been some initial discussions about potentially creating a small parking area and canoe/kayak launch at this location in conjunction with Oakland County Parks.



Highland Road (M-59) Property

The Township accepted a donation of approximately 6 acres of property on the north side of M-59 along the Huron River. There has been some initial discussions about potentially creating a small parking area and canoe/kayak launch at this location.

Hess-Hathaway Park (in Waterford Township)

The 167+ acre Hess-Hathaway Park is located on the east side of Williams Lake Road, on the Waterford Township/White Lake Township border. The property and historic farm house was bequeathed to Waterford Township in 1985. While the park is owned and maintained by Waterford Township, it is operated by a 15-member park committee with 3 designated positions for White Lake Township residents (as required by the Hess-Hathaway families). White Lake Township residents have access to the park facilities for the same cost as Waterford residents. The park includes a historic farm house, barn, farm animals, pavilions, community building, playground, hiking trails, softball field, sand volleyball, etc.

STATE/METROPARK/COUNTY PROPERTIES

There are nearly 5,750 acres of recreation property located in White Lake Township that are owned and operated by the State of Michigan, the Huron-Clinton Metroparks Authority, or Oakland County.

Highland State Recreation Area

The 5,900-acre Highland Recreation Area (1,647 acres in White Lake) is owned and managed by the MDNR and is located in White Lake and Milford Townships. The recreation area includes forests, marshes, lakes and rolling hills with trails for equestrians, hikers, skiers, and mountain bikers. There are also three day-use areas with picnicking, swimming, horseshoes, and volleyball. Camping, fishing, and recreational boating are also offered.

The Recreation Area also includes the historic, 721-acre Haven Hill property which was formerly Edsel and Eleanor Ford's family estate until it was sold to the State in 1946. It a designated state Natural Area and a National Landmark.

Pontiac Lake State Recreation Area

Pontiac Lake State Recreation Area is a 3,745-acre park (3,257 acres in White Lake) owned and managed by the MDNR and located in White Lake and Waterford. The recreation area includes forests, marshes, ponds, old farm fields and lakes with activities such as hunting, birding, picnicking, a 1/2 mile long beach, swimming, fishing, mountain bike trails, hiking, cross country skiing, camping, recreational boating, equestrian trails, shooting/archery range, remote control airfield, and off-leash dog park.

Indian Springs Metropark

The 2,547-acre (641 acres in White Lake Township) Indian Springs Metropark is located in the northeast corner of White Lake Township, just north of Pontiac Lake State Recreation Area. The Metropark includes the Environmental Discovery Center, a golf course and driving range, sled hill, volleyball courts, shelters and picnic areas, splash pad, and playgrounds. Indian Springs Metropark also includes miles of paved hiking/biking trails, hiking and cross country ski trails, as well as equestrian trails.

White Lake Oaks Golf Course

White Lake Oaks Golf Course is on 202 acres on the east side of the Township. It is owned and operated by Oakland County and includes a pro shop, club room, and garden patio.

PRIVATE PROPERTIES

Alpine Valley Ski Area (private)

Alpine Valley Ski area has an elevation of 1,210 feet with nine high capacity chairs, four beginner ropes and one magic carpet for beginners. The ski facility includes 25 runs and three terrain parks and is typically open from November-March depending on weather conditions.



Brentwood Golf Club and Banquet Center

This golf course and banquet center is privately owned and operated in south central White Lake Township. In addition to an 18-hole golf course, the banquet center can accommodate 200 guests with full kitchen.

SCHOOLS

There are five school districts within White Lake Township: Clarkston Community Schools, Holly Area Schools, Huron Valley Schools, Walled Lake Community School District, and Waterford Community Schools. Public school facilities can play an important role in providing recreation facilities and opportunities in a community. Local schools can often be used like a neighborhood park during evenings, weekends, and summers. However, school properties are not under the jurisdiction of the Township and the Township does not have control over maintenance or scheduling.

The five school districts have seven properties in White Lake Township, including:

- Houghton Elementary School

- Dublin Elementary School
- Lakewood Elementary School
- Oxbow Elementary School
- White Lake Middle School
- Lakeland High School
- Huron Valley Schools Property (on Hill Road)

In addition, St. Patrick's Catholic School (Preschool-8th grade) is located on Hutchins Road in White Lake Township and utilizes soccer fields at Hawley Park and the baseball field at Vetter Park.

TOWNSHIP RECREATION PROGRAMS AND PARTNERS

White Lake Township Parks and Recreation Committee and staff host several community events throughout the year including:

- Family Fun Day (Summer)
- Trunk-or-Treat (Fall)
- Tree Lighting (Winter)

The White Lake Township Dublin Senior Center offers a number of programs, services, and activities for adults 50 years and older. Examples of programs offered at



Closed Monday for 4th of July

Coming soon..... Ladies only.....
Self Defense class taught by Detective Jessica Snow and Officer Shpati.
 Please stay tune, date to be announced. Pre-registration required.

Basket Weaving
 with Kathy from the **The Basket Sampler**
 Thursday July 14, 2022 12:30pm \$20.00
 (includes all supplies) This makes a great wall basket for plants or other decoration. It is a slightly different technique than other baskets, but fun to do.
 Please register by Monday July 11, 2022

There will not be any classes or programs held at Dublin Senior Center on Tuesday August 2, 2022 due to Elections 😊

Dublin's Indoor Summer Picnic
 Thursday July 7, 2022 11:30am \$8.00
 Join us for a delightful day away... Doesn't matter what the weather is outside... Inside Dublin it will be sunny and fun with friends! Enjoy fried chicken, baked beans, potato salad and a delicious dessert.
 After lunch...move those tables there could be dancing in the isles... Tom Zakarian is back to entertain us with his wonderful music and lyrics.
 Please register by Tuesday July 5, 2022

Spring Card Creations With Phyllis
 Tuesday July 12, 2022 12:30pm
 \$10.00 for 3 cards
 Phyllis is back to help us design our own greeting card creations.
PLEASE REGISTER IN ADVANCE

Coffee & Conversation
 With the Supervisor
 Tuesday July 12, 2022 10:00am
 Join us for a cup of coffee and a bagel. Find out the latest scoop around town.

various times throughout the year include lunch and bingo, tax assistance, support groups, book club, line dancing, yoga, massage therapy, walking club, painting, and crafts. The Dublin Senior Center produces a newsletter every other month to advertise offerings.

The White Lake Historical Society manages and programs the 5 acre Fisk Farm property. The Historical Society operates Fisk Farm as a community educational experience including fields trips where students learn how life was on a farm in the 1800s. Several community events are also held at Fisk Farm each year including the Fisk Farm Festival and Craft Show (September), Community Yard Sale (August), Comedy Show, Tree Lighting, etc.

EXISTING NONMOTORIZED SYSTEM

Over the past 10-20 years, there has been a concerted effort in the state, region, and county to identify opportunities to connect communities to one another via a network of nonmotorized facilities. The following text and maps describes the existing systems within White Lake Township as well as conditions that can directly influence connectivity and comfort for walking and bicycling. Awareness of these conditions will assist in the development of nonmotorized goals and recommendations.

Facility Types and Terminology

The Michigan Department of Transportation utilizes terms and definitions that are used by the Federal Highway Administration as it relates to the various types of non-motorized facilities. The following page illustrates the most common “facility types” and are based on the AASHTO: Guide for the Development of Bicycle Facilities 2012. These are brief introductions to the common non-motorized facility types. Some of the facilities are for both pedestrians and cyclists such as Shared Use Paths and in some cases Wide Paved Shoulder and Side Paths. On-street bike lanes are facilities for cycling.

Ped/Bike Crash Locations

Pedestrians and cyclists are the most vulnerable roadway users. Incorporating well-designed pedestrian and bicycle facilities encourages predictable behavior and alerts motorists to their presence, thus improving safety for all roadway users. Mapping data (2016-2021) of accident locations that involved a pedestrian or a bicyclist can assist in understanding where there may be higher rates of pedestrian and bike activity in the Township. The Ped/Bike Crash Map indicates that people are walking and biking along the major corridors, but encountering safety issues (regardless of fault) particularly along M-59, Elizabeth Lake Road, Williams Lake Road, and Union Lake Road.

Speed Limits and Traffic Volumes

The perception of risk is strongly considered when people are making decisions about whether or not to walk or bike to a destination. Traffic speeds and volumes are one factor people may use to assess that risk and many times can be correlated to levels of walking and bicycling. It should be noted studies show traffic volumes appear to have greater impact on leisure cycling as opposed to commuter cycling. SEMCOG data was used to map existing posted speed limits and traffic volumes in White Lake Township. Generally speaking, the higher speed roads and sometimes the higher volume roads will result in a less encouraging environment, or lower level of comfort, for walking and biking.

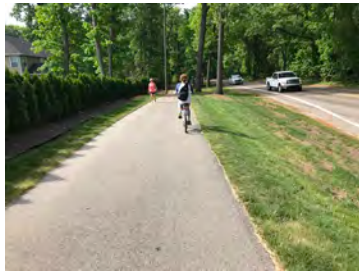
Facility Types and Terminology

Based on AASHTO: Guide for the Development of Bicycle Facilities 2012



Shared Use Path/Trail

- ▶ For use by pedestrians, bicyclists and other nonmotorized users
- ▶ Physically separated from motor vehicle traffic
- ▶ Two-way travel
- ▶ Examples include rail trails and river trails



Sidepath

- ▶ Specific type of Shared Use Path that run adjacent to a roadway
- ▶ Set back from edge of roadway or has physical barrier between path and roadway
- ▶ Depending on frequency of curb cuts, may not be safe for bicyclists due to intersection conflicts



Bike Lane

- ▶ On-street
- ▶ Designated and marked for use by bicyclists
- ▶ Typically one-way travel in same direction as motor traffic
- ▶ Can be buffered, protected/separated



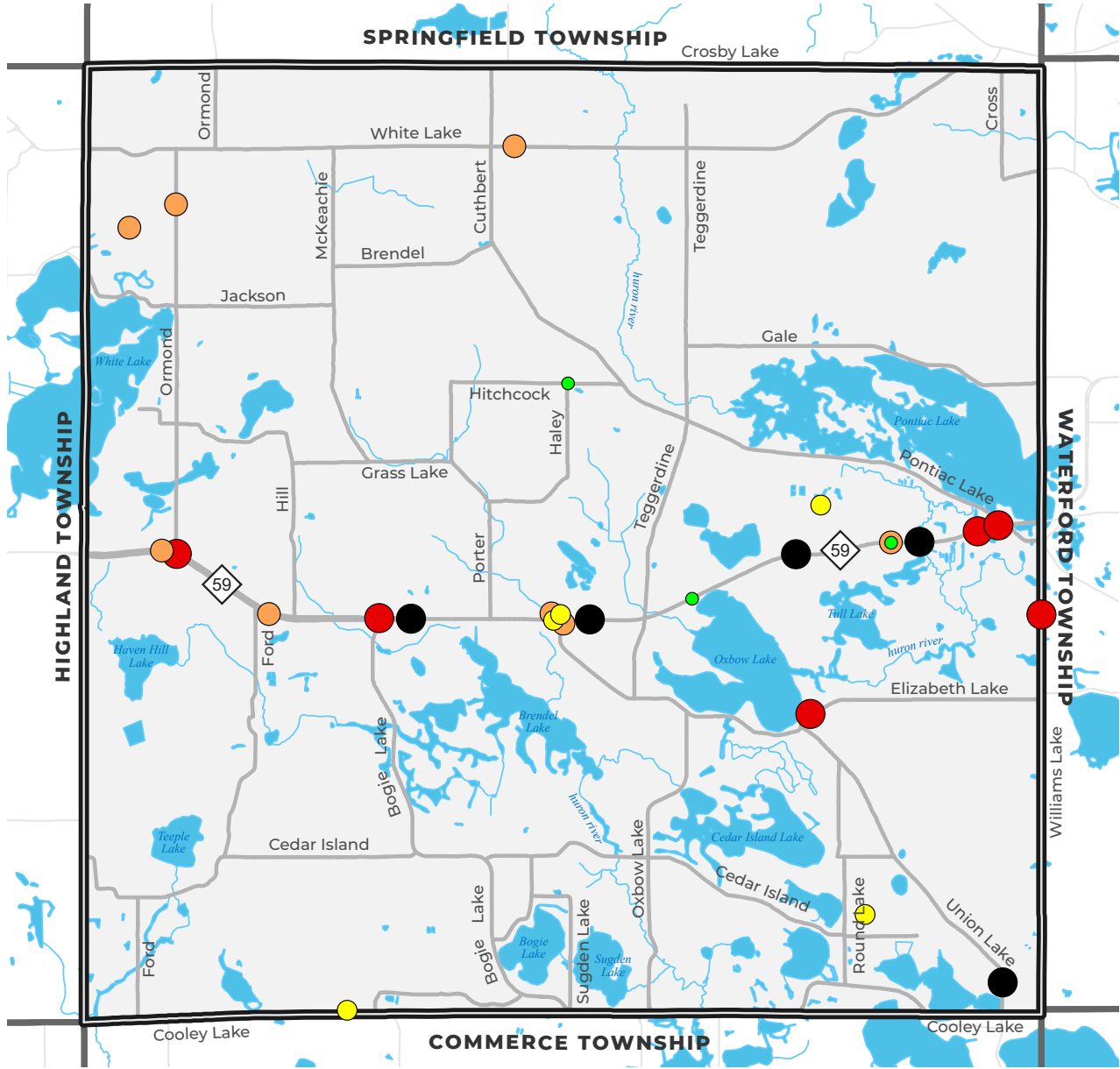
Sidewalk

- ▶ Separated from roadway by a curb or unpaved buffer space
- ▶ Dedicated space intended for use by pedestrians



Paved Shoulder

- ▶ 4+ feet wide
- ▶ Provides space for pedestrians/bicyclists but not marked as a bike lane
- ▶ Occasional use by disabled vehicles and mail delivery vehicles



**BICYCLE AND PEDESTRIAN
CRASHES 2016 - 2021
(worst injury in crash)**

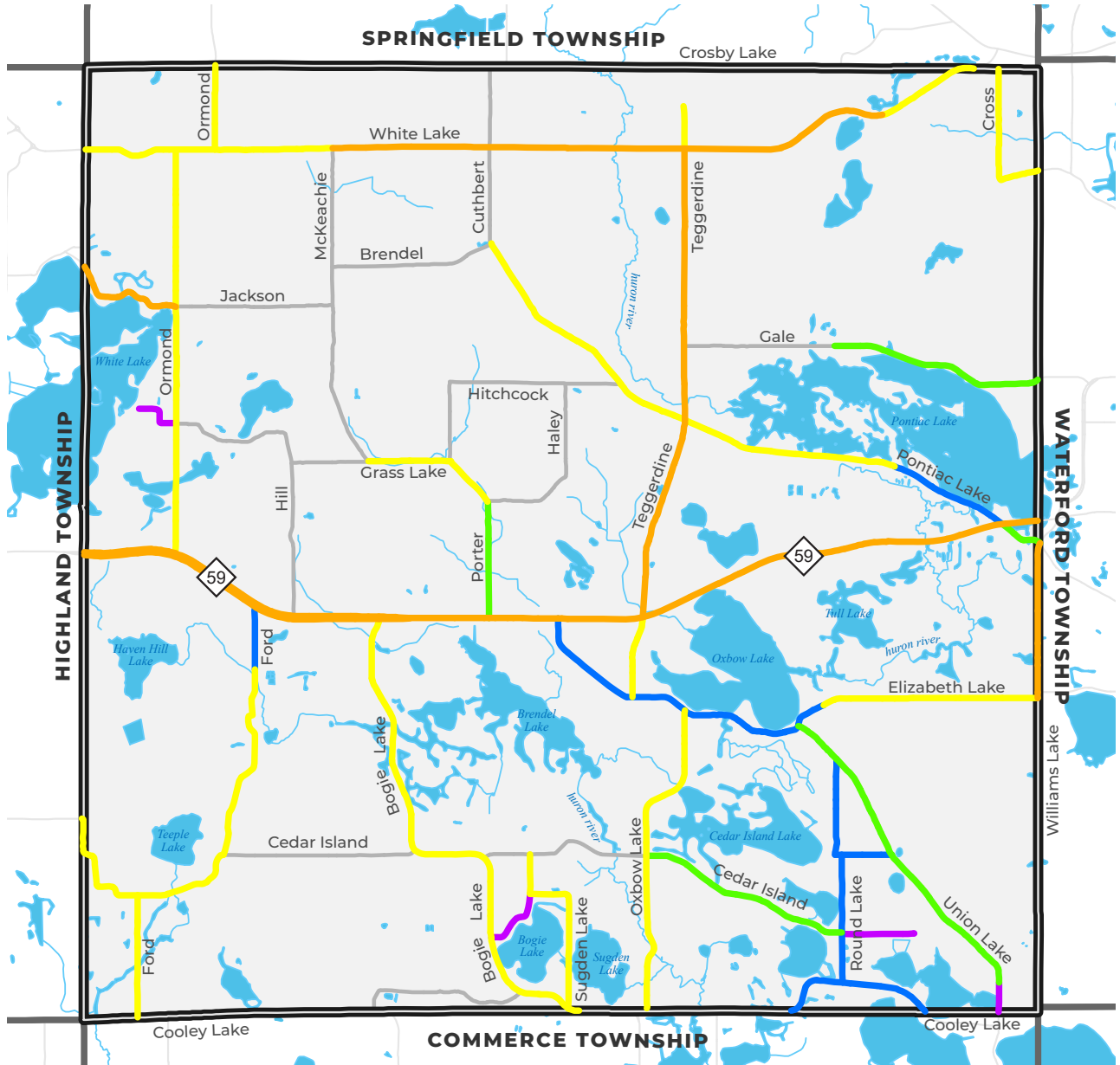
- Fatal (5)
- Serious Injury (6)
- Minor Injury (8)
- Possible Injury (5)
- No Injury (3)

Data Source: SEMCOG Transportation Data, 2022



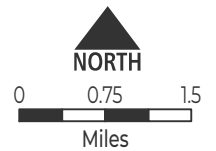
**BICYCLE AND
PEDESTRIAN
CRASH DATA MAP**

**WHITE LAKE
TOWNSHIP**
5-YEAR PARKS &
RECREATION
MASTER PLAN
2023 - 2027



POSTED SPEED LIMIT

- 30 mph and lower
- 35 mph
- 40 mph
- 45 mph
- 50 mph

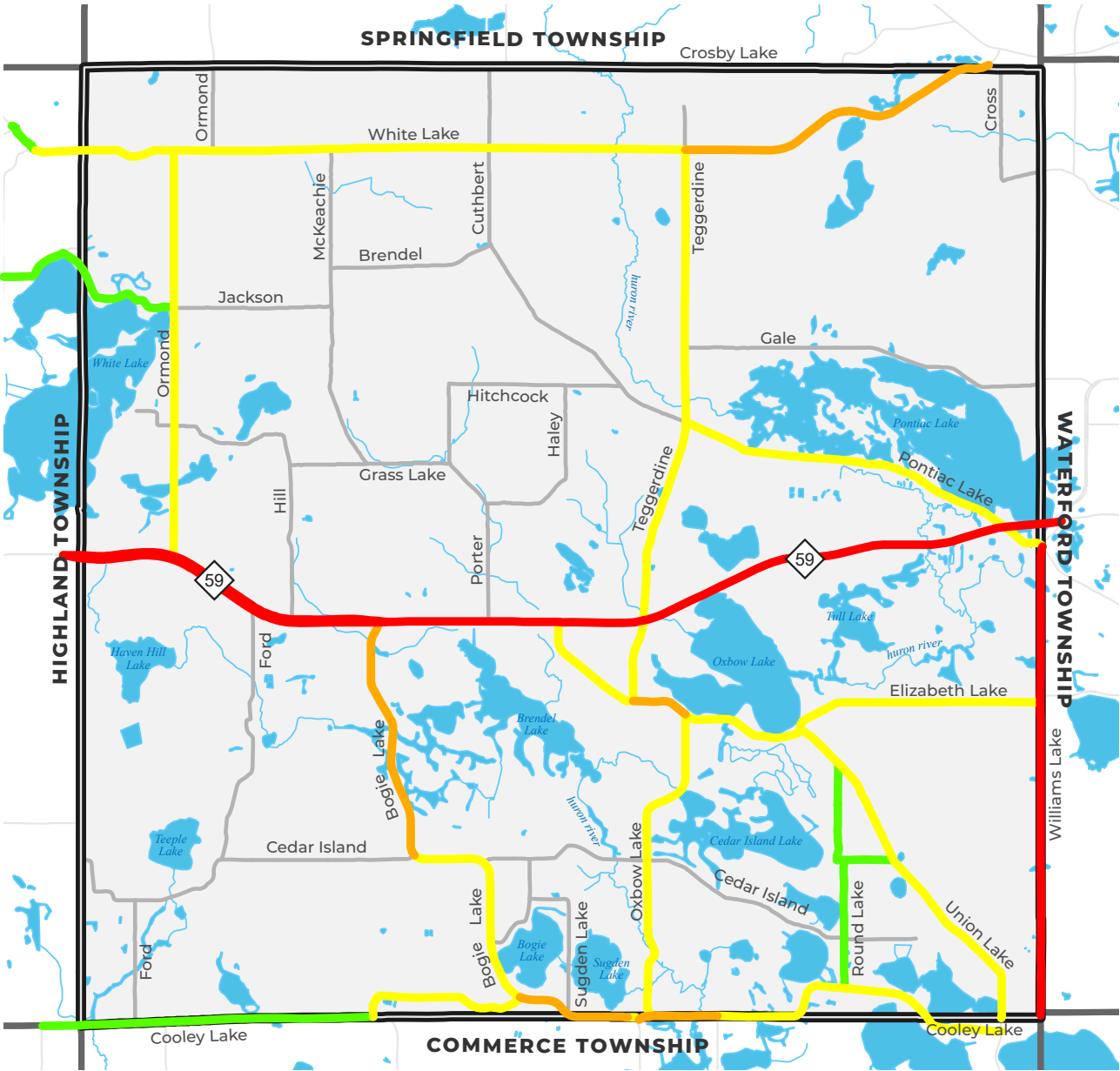


POSTED SPEED LIMIT MAP

WHITE LAKE TOWNSHIP

5-YEAR PARKS & RECREATION MASTER PLAN 2023 - 2027

Data Source: Oakland County GIS
Data, OC Roads feature class, updated 10/14/2020



ESTIMATED TRAFFIC VOLUME - ANNUAL AVERAGE DAILY TRAFFIC (AADT)

- Less than 5,000
- 5,000 - 9,999
- 10,000 - 14,999
- 15,000 or Higher

Data Source: SEMCOG Transportation Data, 2022



ESTIMATED TRAFFIC VOLUME MAP

WHITE LAKE TOWNSHIP

5-YEAR PARKS & RECREATION MASTER PLAN 2023 - 2027

STRAVA HeatMap

While not specifically created for transportation planning, STRAVA is a mobile app used to track physical activity such as walking, running, and biking. While it captures a limited number of users, national studies have shown it to be generally representative of the overall population, and helpful to understand route preferences. The STRAVA heatmap for White Lake illustrates the popularity (brighter colors) of the trails in the Pontiac Lake State Recreation Area, Highland State Recreation Area, as well as Indian Springs Metropark. In addition, the STRAVA heatmap highlights various roads and sidewalks are frequently used for walking and biking including Teggerdine, Pontiac Lake, Gale, and Cedar Island Roads.

Existing Facilities

The Existing Nonmotorized Facilities Map illustrates the location of major trails as well as sidewalks and safety paths along major road corridors. Sidewalks interior to neighborhoods/developments, dirt/woodchip, mountain bike, and equestrian trails and paths were not inventoried as part of this exercise.

Sidepath/Safety Path/Sidewalk System

There are approximately 8.05 miles of sidepaths/safety paths/sidewalks along the primary roads in White Lake Township as is illustrated on the Existing Nonmotorized Facilities Map. These facilities are located adjacent to and parallel to the major roads, generally within the road right-of-way. These facilities have been constructed over time in the Township and are built at varying widths - typically between 5 to 10 feet wide. The majority are asphalt construction, however, some are concrete. Many of these sections have been built by developers as required by the Township Zoning Ordinance. Development and redevelopment projects are required to include a 6-foot-wide concrete or asphalt sidewalk along the major street frontage of their property; or 8-foot-wide if along M-59.

A strip of aging asphalt can be found in numerous locations along M-59 directly adjacent to the curb. This was constructed 20+ years ago and in the majority of locations is deteriorating and unkempt. When immediately adjacent to the curb, this extra pavement was not inventoried as 'existing' side path.

Depending on land use patterns and frequency of curb cuts, side paths may not be safe for bicyclists, who are typically not safer on a sidewalk because they become almost invisible to a motorist. When a driver turns, either left or right, or into a driveway, they are not looking for, or expecting to encounter a bicyclist. If they do look and see a bicyclist they may still underestimate the speed a rider is traveling on the sidewalk - because it will likely be much faster than a pedestrian.

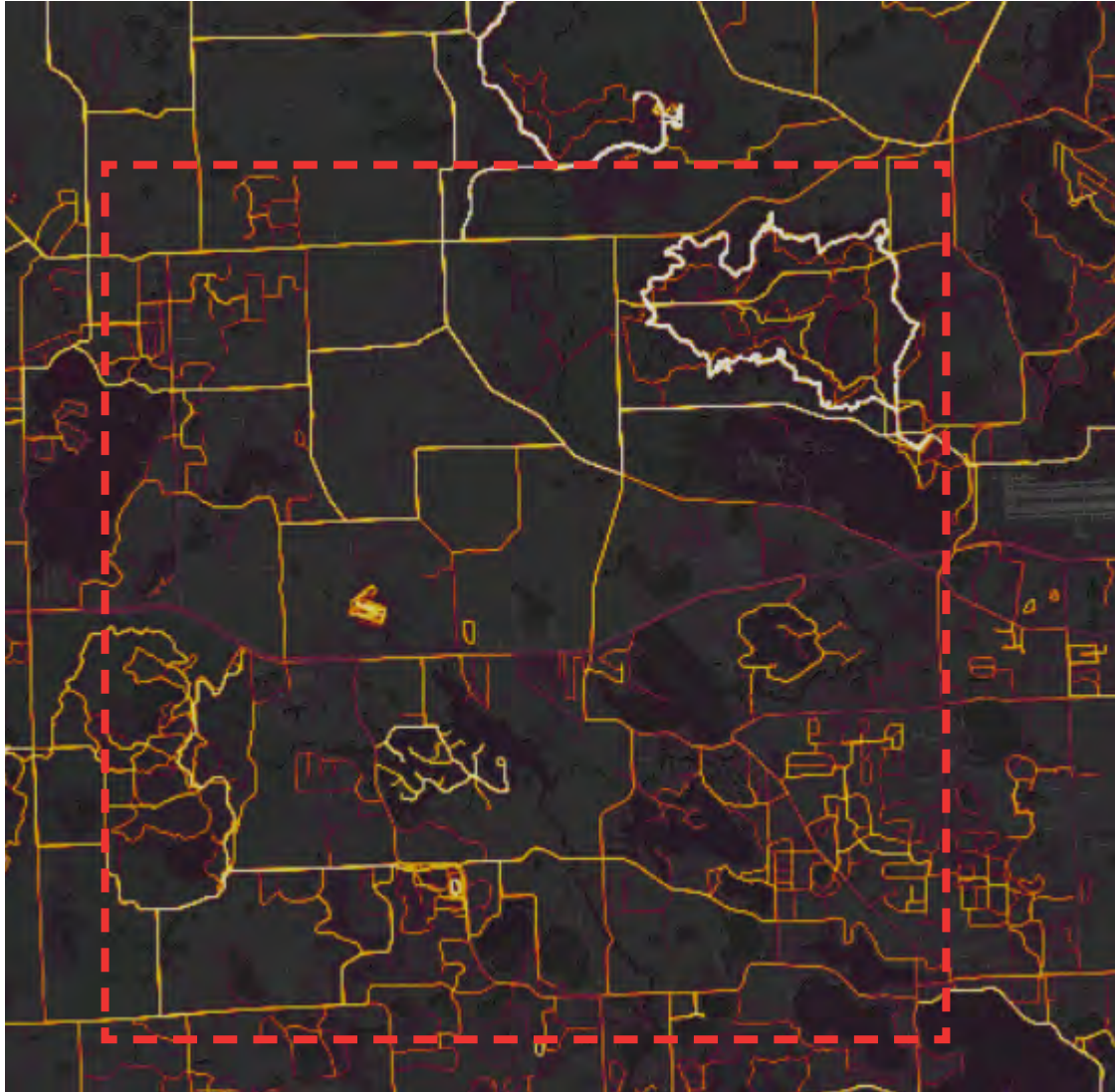
Planned/Under Design

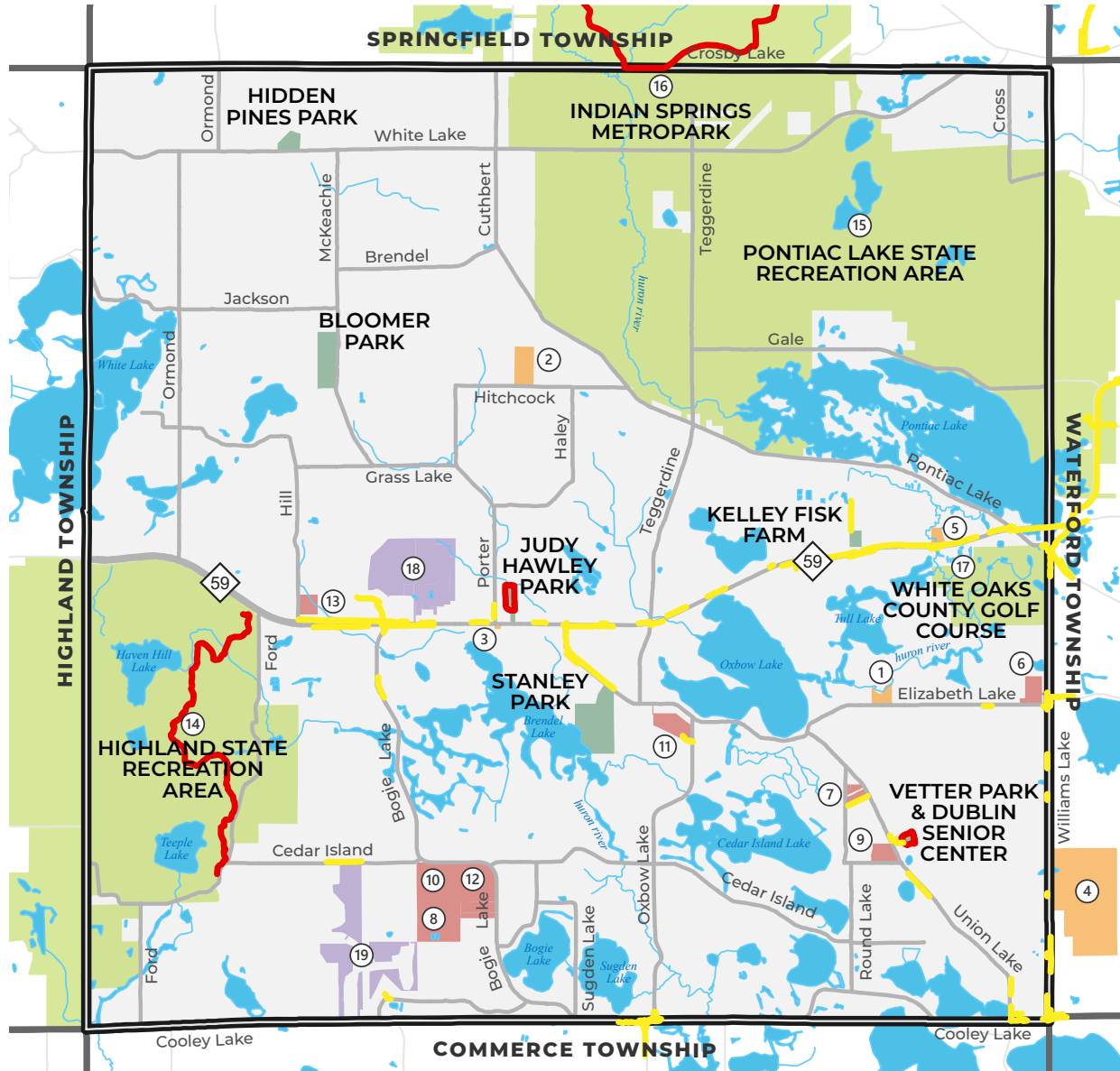
In 2021, White Lake Township received a \$50,000 grant from the Ralph C. Wilson Jr. Legacy Funds via the Community Foundation for Southeast Michigan toward design of the "Triangle Trail," an approximately 2-mile continuous path along Highland Road, Elizabeth Lake Road, and Teggerdine Road. Design of the final sections was completed in 2022, and in 2023 funding will be sought for construction.

In addition, White Lake Township has secured a \$1.6 million federal grant and has developed a concept plan for the reconstruction of Elizabeth Lake Road from Teggerdine Road through the northern extent of the White Lake Library. The conceptual cross-section includes 2 lanes of vehicular traffic, on-street parking, mid-block crossings, and sidewalks on both sides of Elizabeth Lake Road. This is further support for the development of an overall 'civic center' district via potential public-private partnerships in this area of the Township.

WHITE LAKE TOWNSHIP | STRAVA APP HEATMAP

The 'brighter' the color, the more biking/walking activity (i.e. Pontiac Lake Recreation Area and Indian Springs Metropark Trails)





WHITE LAKE TWP. PARKS

OTHER PUBLIC PROPERTIES

- ① Elizabeth Lake Road Property
- ② Hitchcock Road Property
- ③ Old Community Hall
- ④ Hess Hathaway Park (in Waterford)
- ⑤ M-59/Huron River Property

SCHOOL PROPERTIES

- ⑥ Houghton Elementary School
- ⑦ Dublin Elementary School
- ⑧ Lakewood Elementary School
- ⑨ St. Patrick Catholic School
- ⑩ White Lake Middle School
- ⑪ Oxbow Elementary School
- ⑫ Lakeland High School
- ⑬ Huron Valley Schools Property

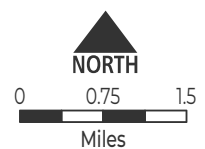
STATE | METROPARK | COUNTY PROPERTIES

- ⑭ Highland State Recreation Area
- ⑮ Pontiac Lake State Recreation Area
- ⑯ Indian Springs Metropark
- ⑰ White Oaks County Golf Course

PRIVATE PROPERTIES

- ⑱ Alpine Valley Ski
- ⑲ Brentwood Golf Club and Banquet Center

- Existing Shared Use Trail (3.34 miles)
- Existing Sidepath/Sidewalk (8.05 miles)



**EXISTING
NONMOTORIZED
FACILITIES MAP**

**WHITE LAKE
TOWNSHIP**
5-YEAR PARKS &
RECREATION
MASTER PLAN
2023 - 2027

EXAMPLE EXISTING NONMOTORIZED CONDITIONS

Aging and unkempt asphalt along edges of M-59



Sidewalks/sidepaths are required for new developments





BASIS FOR ACTION

This section of the Plan is intended to further analyze a variety of factors within and outside of White Lake Township that may have an affect on recreation trends and/or planned improvements over the next five years. The Basis For Action provides the rationale for the goals, objectives, and desired capital improvements. This rationale is based on analysis and consideration of many elements, including: current national trends and benchmarks, demographics, existing Township and other agency plans, as well as the results of community, Committee, and staff input. It should be noted each piece of information and analysis contained within this section should be considered as one piece of the puzzle and as one piece of the bigger picture - each contributing to the development of the Action Plan.

NATIONAL RECREATION TRENDS

Recreation trends occurring nationally can help provide insight into activities that can be expected to draw a large number of participants and activities that have shown the greatest growth in popularity. The Physical Activity Council published a 2022 Participation Report tracking sports, fitness, and recreation participation in the United States. The data was collected from 18,000 online interviews during 2021.

Sports and activities are grouped into 1 of 7 categories: Fitness Sports, Individual Sports, Outdoor Sports, Racquet Sports, Team Sports, Water Sports, and Winter Sports. Outdoor Sports (biking, camping, fishing, kayaking, walking, skiing) had the most gain, increasing 5.1% over the 5 -year period. Fitness sports/activities (such as dance, pilates, jogging, walking for fitness, aquatics, stair-climbing, weights) also saw a significant increase in participation. Individual sports (bowling, golf, martial arts, ice skating, roller skating) declined by approximately 5% over the 5 year period.

NATIONAL BENCHMARKS

An additional planning tool available for parks and recreation agencies is the 2022 National Recreation and Parks Association (NRPA) Agency Performance Review. The review provides for valuable benchmarks and insights that help:

- guide professionals in the evaluation of performance of their agencies
- make informed decisions on the optimal set of service and facility offerings based on demographics while also providing comparative agency data from other communities/agencies
- show prevalence of expanded activities and offerings of agencies throughout the nation

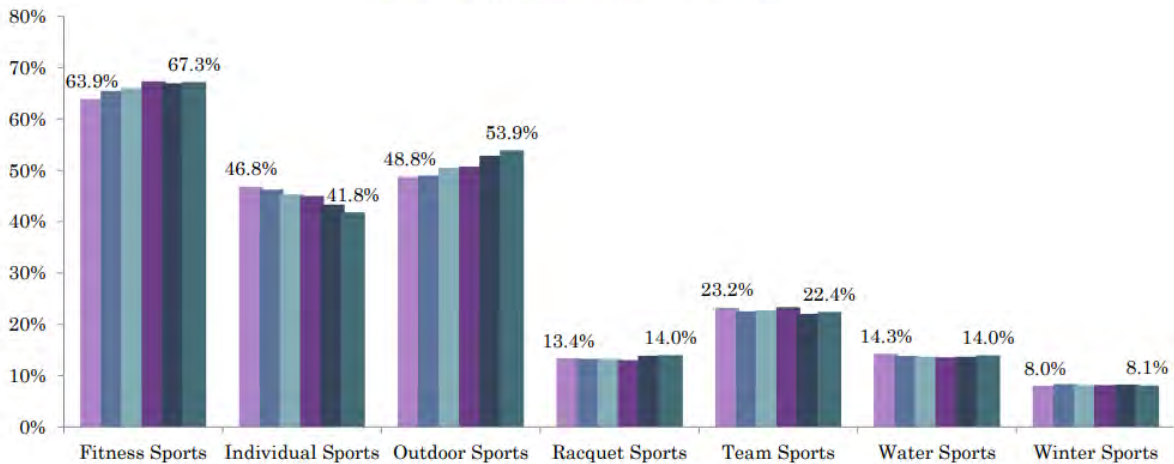
Data is a valuable tool but not the final answer in terms of decision-making. This benchmarking data and metrics can be used as a piece of the overall conversation as White Lake moves forward. The 2022 NRPA report contains data from 1,000 park and recreation agencies across the United States as reported between 2016 and 2021.



2016 - 2021 Participation Trends

Total U.S. Participation Rates

■ 2016 ■ 2017 ■ 2018 ■ 2019 ■ 2020 ■ 2021



The data on the following page highlights metrics for the typical park and recreation agency with a population of 20,000 to 49,000 (as is the case for White Lake Township). A comparison of White Lake Township (using 2020 census) data is provided based on the most recent inventory and latest expenditure and revenue data. The national median for communities with a population between 20,000-49,999 is 10.6 park acres per 1,000 people. The Southeast Michigan region median is 17.3 park acres per 1,000 people. White Lake has 188 acres of parkland per 1,000 residents (including the state recreation areas, metropark, and Hess-Hathaway Park).

This data and comparison is intended to continue to inform the Action Plan and discussions over the next 5 years. Every agency and community needs are different.

10-MINUTE WALK

A parks advocacy campaign was launched by The Trust for Public Land, National Recreation and Park Association, Urban Land Institute, and supported by the U.S. Conference of Mayors, establishing a goal that all Americans should live within a 10-minute walk (half-mile) of a high-quality park or green space. As noted in the campaign, studies show high-quality parks provide a wide range of benefits to residents and communities. These include:

- physical and mental health benefits, by providing opportunities to be physically active and to interact with nature
- economic benefits by boosting business and helping to revitalize neighborhoods
- community-building benefits by providing opportunities for neighbors to interact with each other and work together to improve their surroundings
- environmental benefits by cleaning and cooling the air and providing opportunities for environmental education

While the 10-minute walk initiative has a particular focus on areas that are more urban than White Lake, it can still be a helpful exercise to illustrate in more suburban communities. It can also assist in considering where to focus resources to improve walking and biking facilities. The Park Service Area Map on the following page illustrates those areas of the Township where residents live within a half-mile (a 10-minute walk if safe/comfortable facilities exist) to a Township Park, or a school property.

In addition, SEMCOG has developed interactive mapping to visualize access to parks via various modes of travel, including walking. Two SEMCOG maps have been included as another tool to support decisions related to goals and priorities in the Action Plan. One SEMCOG map illustrates how many minutes it takes to walk to parks in the Township. The second map illustrates how many minutes it takes to walk to playgrounds in the Township.





**The Typical
Park + Recreation
Agency**
(population 20,000 - 49,999)

**White Lake
Township**
(population 30,950)

**Residents
per Park**
(median)

1,941

3,095

5,158 if excluding State Areas,
Metropark, Hess-Hathaway

**Acres of Parkland
per 1,000 Residents**
(median)

10.6

188

3.68 if excluding State Areas,
Metropark, Hess-Hathaway

**Annual Operating
Expenditures**
(median)

\$3.5M

\$132k

2020/2021 Median

**Operating
Expenditures
per Capita**
(median)

\$110

\$4.26

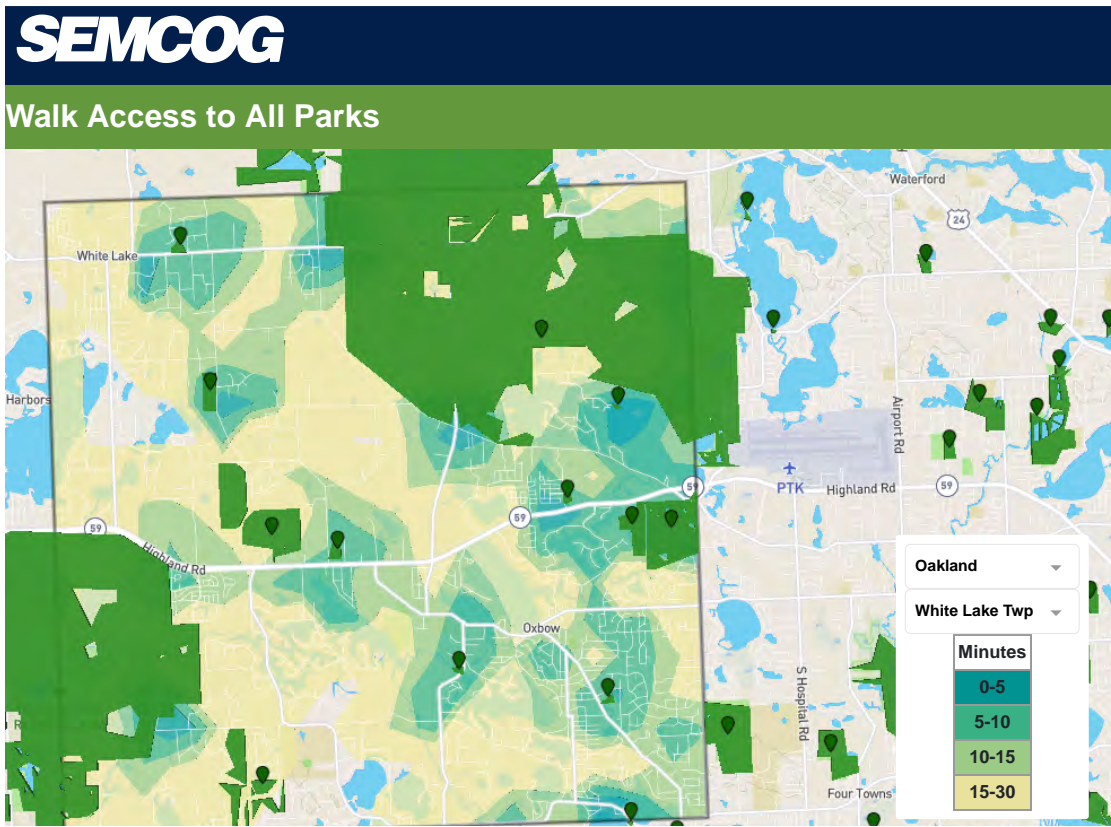
**5 Year Budget
for Capital Projects**
(median)

\$3.7M

\$9.9M

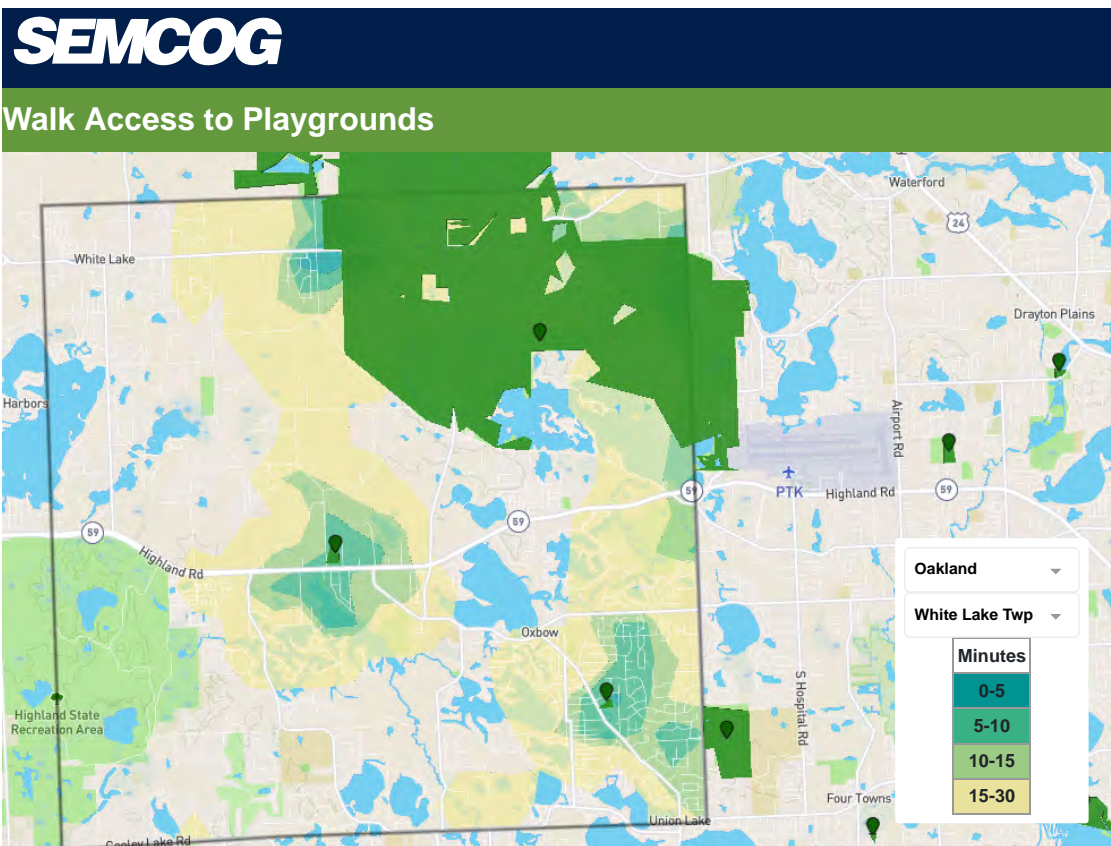
Based on 2023-2028 Township
Capital Improvement Plan
(Excluding 2028)

Source: 2022 NRPA Agency Performance Review



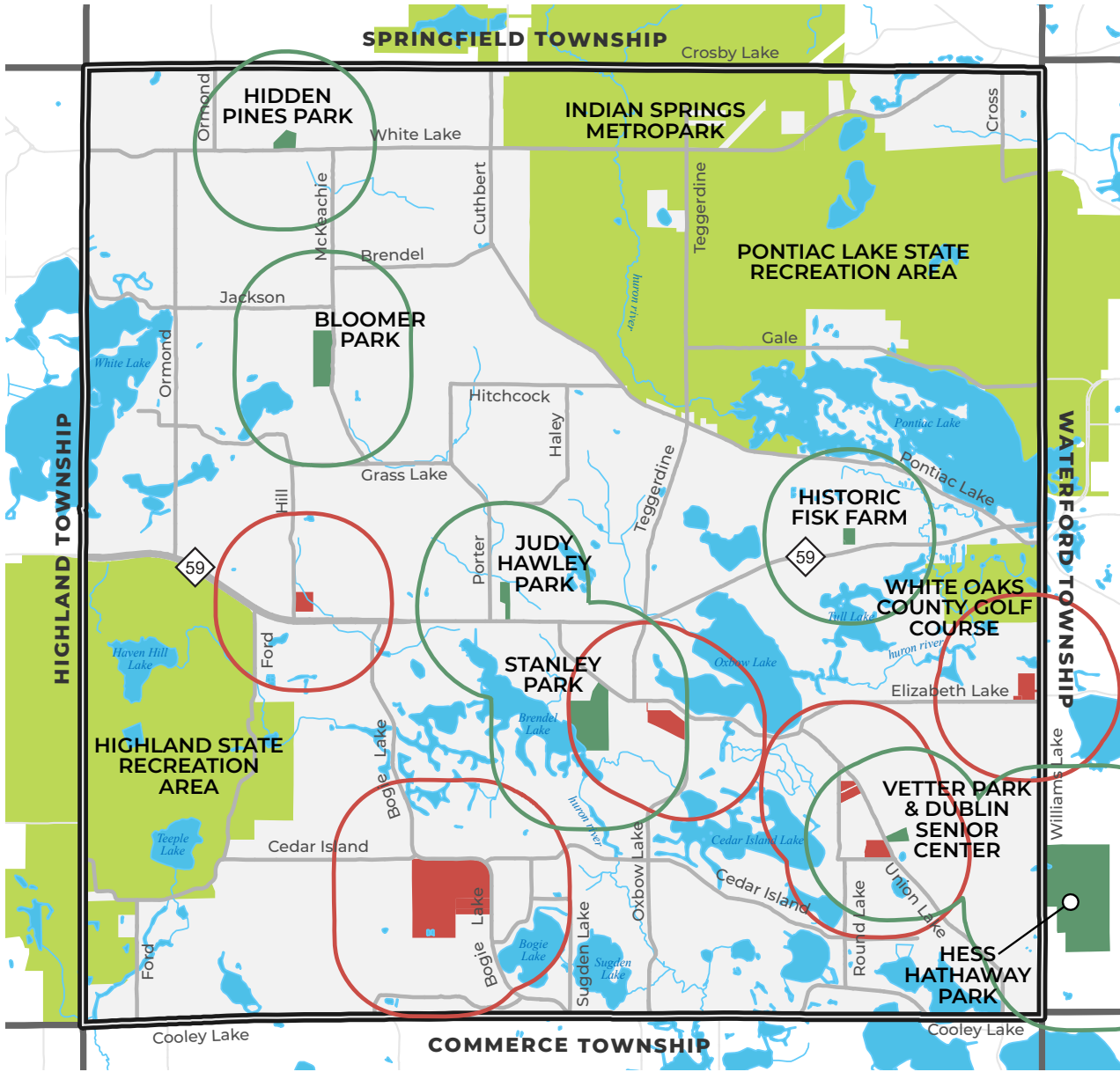
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SEMCOG Access to Parks



https://maps.semco.org/accessparks/?amenity=Playgrounds&mode=walk_amenity_access&mcd=2290&print=true&county=125

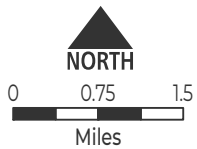
1/1



SERVICE AREA

- 1/2 Mile (10 minute walk) - Park
- 1/2 Mile (10 minute walk) - School
- Park Property
- School Property

This doesn't imply people can walk to these properties, rather, if safe facilities are available, they're more likely to walk to them



SERVICE AREA MAP

WHITE LAKE TOWNSHIP
5-YEAR PARKS & RECREATION MASTER PLAN
2023 - 2027

COMMUNITY DEMOGRAPHICS

The socioeconomic characteristics of a community can play a role in the demand for certain types of recreation facilities and programs. By examining socioeconomic characteristics such as population density, age, and household size, municipalities can identify trends and opportunities that may influence future land use and recreation decisions and/or policy choices. This section provides a brief summary of a handful of socioeconomic characteristics of White Lake Township that may (along with a number of other pieces of data and information) influence parks and recreation planning decisions.

The U.S. Census Bureau and SEMCOG served as the primary sources of data for this demographics section. Census statistics are presented for the Township in comparison to the County and State. In addition, a series of maps are included that illustrate relevant (and available) pieces of Census data by block group within the Township.

As of the 2020 Census, White Lake Township had 30,950 residents, an increase of 931 residents (+3.1%), from 2010. The southeast Michigan region as a whole grew by 2.7%, with Oakland County growing by 6% over the same 10-year period. Township staff believes the population is several thousand more than reported by the Census due to large residential developments that have been built in recent years. Average household size was greater in the Township at 2.55 in 2020, when compared to Oakland County, 2.4%, and the southeast Michigan region as a whole at 2.46. The average household size in White Lake decreased from 2010 to 2020 from 2.66 down to 2.55.

Population by Block Group

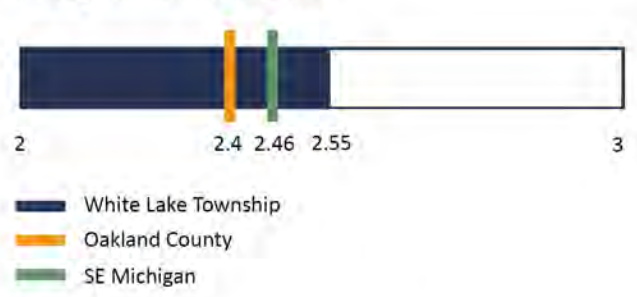
Population and population density characteristics can have a significant influence on parks and recreation planning. Where population is most dense, there is typically a greater need for park facilities. Conversely, it may not be as practical or economical to locate

park facilities within sparsely populated areas. The Population Density by Block Group Map illustrates the number of people living within the Township by block group (as defined by the U.S. Census).

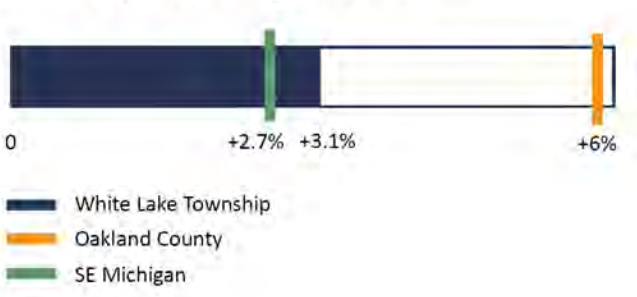
Household Size

A household, as defined by the U.S. Census, is all persons who occupy the same housing unit. A housing unit can be described as a house, apartment, mobile home, a group of rooms, or a single room used as a separate living quarters. A trend occurring nation-wide is the declining size of households. There are several factors that demographers have linked to the declining size. People are marrying later, postponing having children, and having fewer children. The number of single-parent households is increasing, thus contributing to the decline in average household size.

Average Household Size 2020



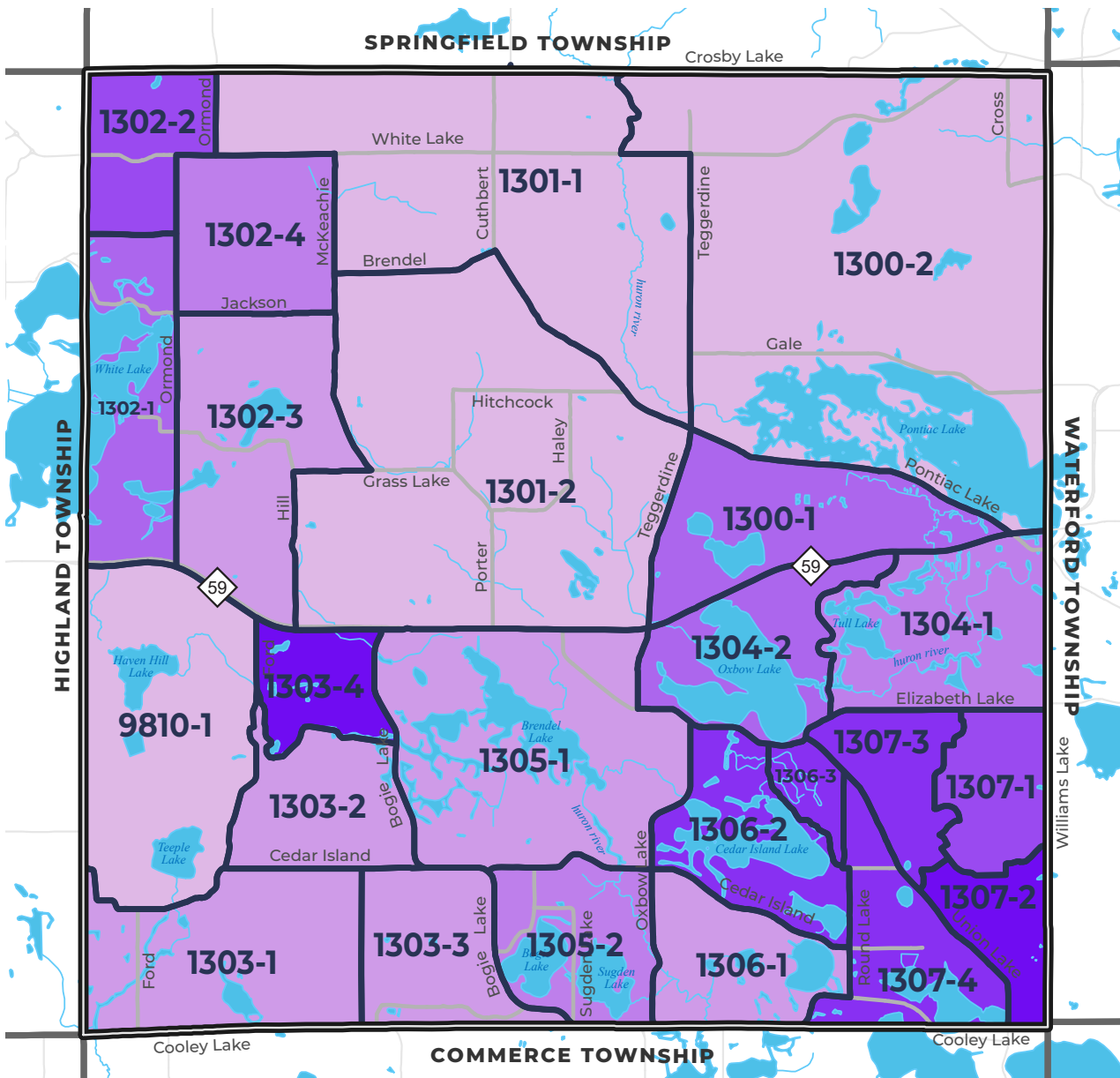
Percent Population Change 2010-2020



Household size is an important factor when making park facility and program decisions. A high person per household figure can be an indication an area is comprised of families with children or multi-generational households. Conversely, an area with a low person per household figure may require recreation facilities more favorable to singles, adults, or the elderly. The geographic distribution of household size in White Lake Township is illustrated on the Average Household Size by Block Group Map.

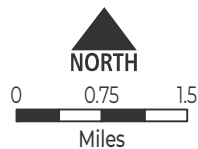
Race and Hispanic Origin

In 2020, White Lake Township was comprised of 96.4% Non-Hispanic and 3.6% Hispanic residents. Of the Non-Hispanic residents, 88.5% were White (i.e. European, Middle East or North Africa), 1.6% Black, 1.2% Asian, 4.5% Multi-Racial, and 0.6% Other. The Township and the southeast Michigan region as a whole have become more diverse over the last 10-year period.



POPULATION DENSITY BY BLOCK GROUP (people / sq. mi)

- 0 - 500
- 501 - 1000
- 1001 - 1500
- 1501 - 2000
- 2001 - 2500
- 2501 - 3000
- 3001 - 3500

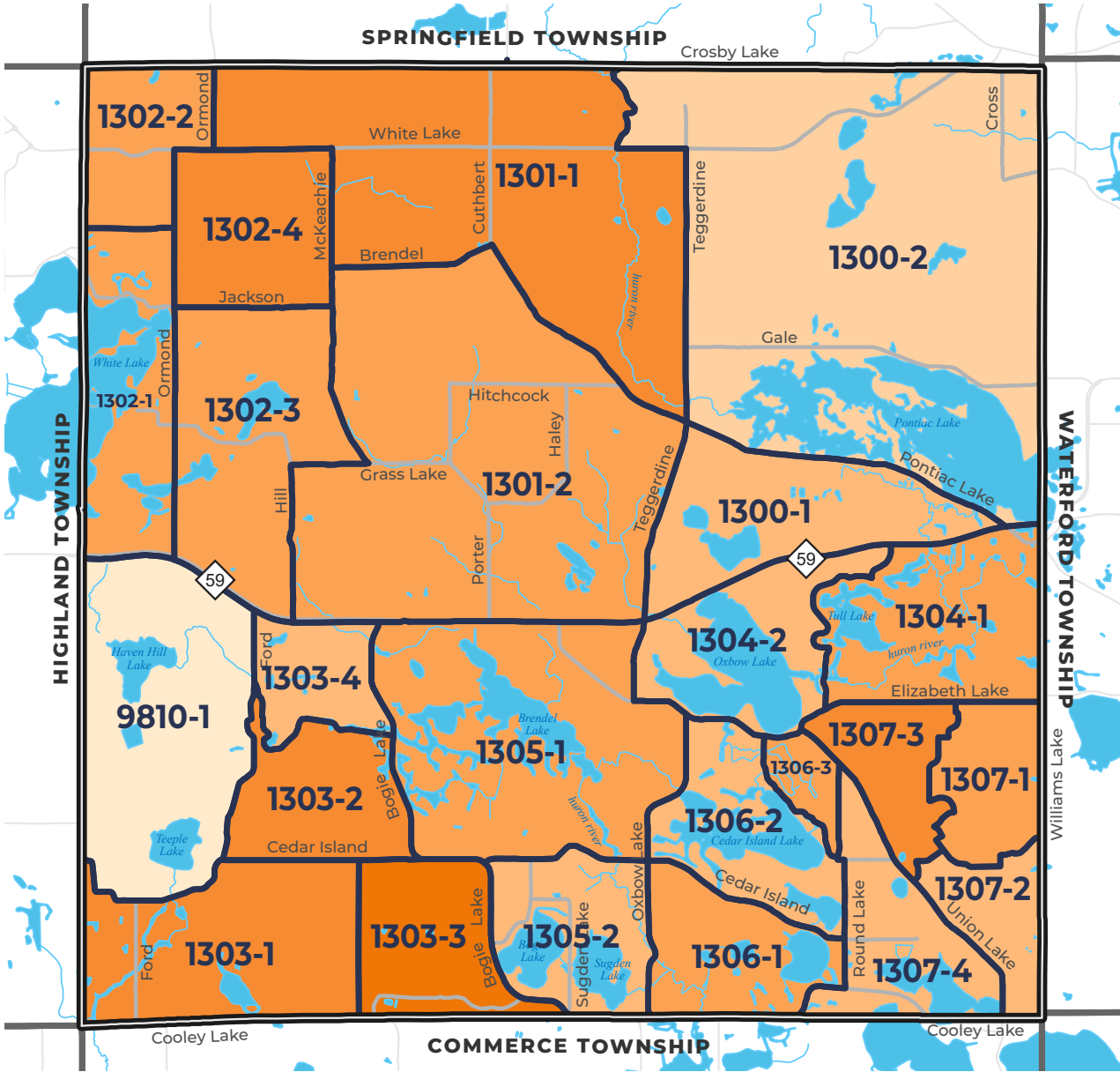


POPULATION DENSITY MAP

WHITE LAKE TOWNSHIP

5-YEAR PARKS & RECREATION MASTER PLAN
2023 - 2027

A Block Group is a geographical unit used by the U.S. Census Bureau. It is the smallest geographical unit for which the bureau publishes sample data. Each Block Group has a unique Block Group number.



AVERAGE HOUSEHOLD SIZE BY BLOCK GROUP

- 0.00 - 2.00
- 2.01 - 2.25
- 2.26 - 2.50
- 2.51 - 2.75
- 2.76 - 3.00
- 3.01 - 3.25



HOUSEHOLD SIZE MAP

WHITE LAKE TOWNSHIP

5-YEAR PARKS & RECREATION MASTER PLAN 2023 - 2027

A Block Group is a geographical unit used by the U.S. Census Bureau. It is the smallest geographical unit for which the bureau publishes sample data. Each Block Group has a unique Block Group number.

INFLUENCING PLANNING INITIATIVES

There are several related planning initiatives that are significant in terms of their relevance to the provision of recreation within White Lake Township. Each initiative is described in greater detail on the following pages.

SEMCOG Parks and Recreation Master Plan (2019)

The SEMCOG Parks and Recreation Master Plan focuses on enhancing the region’s recreation system and builds on recommendations from other existing regional plans and policies. The Plan contains the following six regional policies:

- Integrate **community health and wellness** initiatives with outdoor recreation opportunities
- Ensure **equitable access** to recreation opportunities for people of all backgrounds, ages, and abilities in southeast Michigan
- Promote the **economic value** of parks and recreation
- Support **conservation and stewardship** in balance with recreation opportunities
- **Raise awareness** among residents and visitors
- Foster **collaboration** among stakeholders

Bicycle and Pedestrian Plan for Southeast Michigan (SEMCOG 2020)

SEMCOG and MDOT worked together to develop a Bicycle and Pedestrian Mobility Plan for the southeast Michigan region to establish a common vision for bicycling and walking, and provide guidance on how to increase the connectivity, use, and safety of the system for all residents. To continue enhancing the system and meet the needs of the region, the plan recommends the following regional policies:

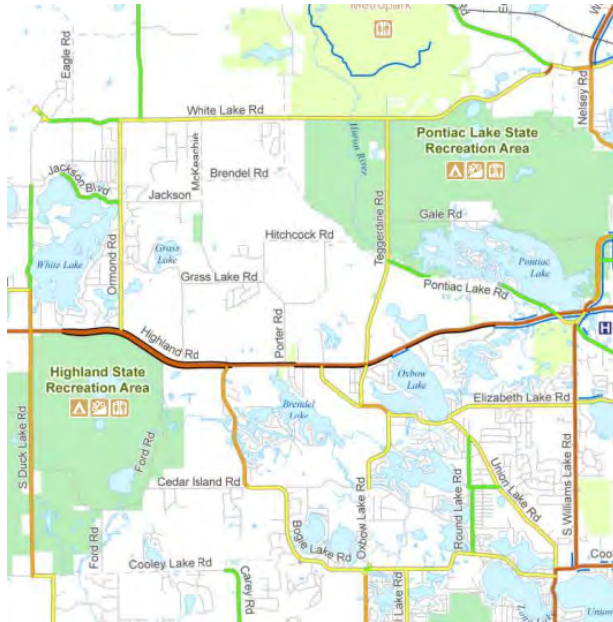
- Connect and expand the network
- Ensure equitable access
- Increase safety
- Promote healthy lifestyles and vibrant communities
- Provide education
- Ensure sustainability



Walking and Biking Trip Purposes in Southeast Michigan (SEMCOG)



MDOT Metro Region North Bike Map (2018)



MDOT Metro Region North Bike Map (2018)

The Michigan Department of Transportation publishes a road and trail bicycling guide map for each MDOT region. The Metro Region map was updated in 2018. In addition to existing trail networks, the maps illustrate roads with heavier (oranges and reds) and lighter (greens and yellows) traffic volumes to assist in route planning.

Metroparks Trail Gap Feasibility Study (2023)

In 2022, the Huron-Clinton Metroparks issued a Request for Proposals for consulting assistance in the development of Feasibility Studies focused on connecting its various properties via nonmotorized trails. One of the ‘gaps’ of particular interest to White Lake Township is a potential alignment to connect Kensington Metropark with Indian Springs Metropark. The Township met with the MDNR and Metroparks for an initial discussion and anticipates remaining involved as a key stakeholder. The Study is expected to be completed in 2023.

MDOT M-59 Mill and Resurface Project (2026)

The SEMCOG Transportation Improvement Project highlights a \$54M mill and resurface project along M-59 from Milford Road to Pontiac Lake Road. Township involvement/input in the design process and cross-section will be important to look for opportunities to improve conditions for pedestrians and bicyclists.

Huron River Watershed Council

The Huron River Watershed is 908 square miles and home to more than 650,000 people, including the majority of White Lake Township. The watershed’s forests, wetlands, and grasslands soak up rainwater and runoff, filter pollutants from runoff, and provide wildlife habitat and beautiful places for all to enjoy. In the section of watershed that includes White Lake, about 29% remains as intact natural areas. 60% of these areas are protected from development (in Proud Lake State Park, Highland Recreation Area, and Kensington and Indian Springs metroparks). A substantial percentage of land on the edge of the Huron River is in protected lands, which keeps the riparian land undeveloped. The Watershed Council develops a number of resources and support materials. The Council is also the lead agency for the Huron River Water Trail (a National Water Trail) which currently begins in Proud Lake, just south of White Lake Township and continues 104-miles to Lake Erie.



It will be important to continue to collaborate with the Watershed Council to educate the community, protect the riparian corridor, monitor water quality, offer paddling opportunities for residents, and incorporate sustainable design features within Township parks.

Oakland County Parks and Recreation Master Plan (2023-2027)

The Oakland County Plan is a guide for staff and the Parks and Recreation Committee to use over the 5-year period. It outlines 6 major goals:

- Offer Experiences and Places that make a Difference
- Operate Clean, Safe, and Welcoming Parks
- Sustainably Invest in Assets and Infrastructure
- Contribute to Thriving and Resilient Communities
- Care for the Land and Environment
- Engage the Entire Organization in the Aspiration of our Vision

The White Lake Oaks County Golf Course is an 18-hole course located on the eastern edge of the Township, just south of M-59. The Plan supports invasive species management as well as access, recreational use, and water trail connectivity at the adjacent, former Girl Scout property (West Park).



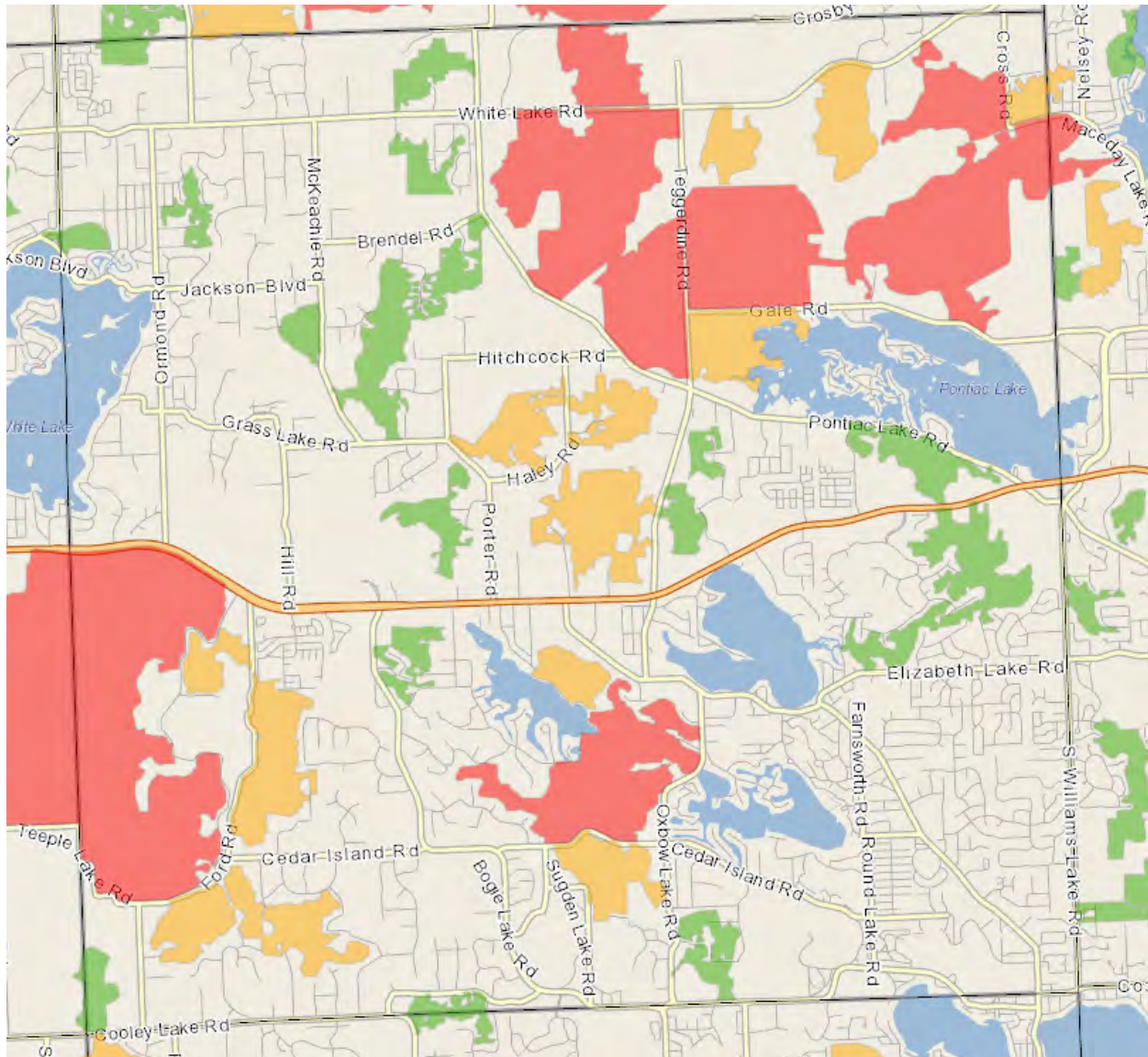
Oakland County Potential Natural Areas

In 2017, Oakland County worked with the Michigan Natural Features Inventory (MNFI) staff at MSU Extension to update the County's Potential Natural Areas Map. Potential Natural Areas are defined as places dominated by vegetation that have various levels of potential for harboring high-quality natural areas and unique natural features. The map below highlights areas in White Lake that have the highest probability of having high ecological health and value.

2017 MNFI Potential Natural Areas

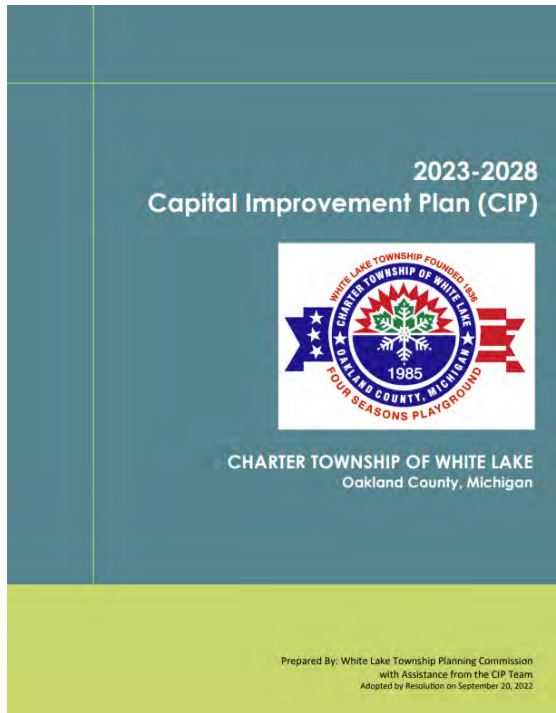
- Priority One
- Priority Two
- Priority Three

Oakland County Potential Natural Areas Map (2017 MNFI)



Township Capital Improvement Plan (2023-2028)

The White Lake Township Capital Improvement Plan (CIP) for 2023-2028 was accepted by the Township Board via resolution on September 20, 2022. The 6-year Plan is a guide for the Supervisor and Board during decision making regarding improvement projects in the community that cover multiple departments and project types. Parks and Recreation facilities and nonmotorized pathways are included in the CIP. The CIP will be updated in 2023 to reflect the results of this 5-Year Parks and Recreation Plan. Currently, the CIP includes projects such as trail extensions along Union Lake Road, Bogie Lake Road, and M-59; construction of a trail to connect Highland State Recreation Area and Pontiac Lake State Recreation Area, as well as projects such as further development of Hidden Pines Park, Stanley Park, and Bloomer Park.



Bloomer Park Concept Plan (2011)

A concept plan was complete for Bloomer Park in 2011 that was the basis for the initial improvements that exist today and were partially funded via a 2009 MDNR Trust Fund grant. The overall concept/vision for Bloomer Park includes additional trails throughout the property.

Hidden Pines Concept Plan (2012)

A concept plan was developed for Hidden Pines Park in 2012. In addition to the ballfield and open space currently at the park, the concept included a walking trail, playground, picnic shelter/tables, rain gardens and revised parking.



Kelley Fisk Farm Concept Plan (2016)

White Lake Township and the Historic Fisk Farm Park Steering Committee worked together to develop a set of goals and objectives as well as a concept plan for future improvements. The concept included potential locations for the old town hall, parking, walkways, shelter renovations, etc.

Stanley Park Concept Plan (2021)

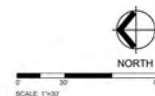
A concept plan for White Lake Township’s newest park property, Stanley Park, was developed in 2021 and was the basis for a grant application that will partially fund the first phase of improvements that are slated for construction in 2023. The concept plan includes a road and pathways leading to the future Civic Center development, trails through the park, picnic shelters, playground, pickleball courts, kayak launch, beach, etc.



White Lake Township
FISK FARM
Master Plan

The Johnson Hill Land Ethics Studio

March 2, 2016



5-YEAR PLAN INPUT

During the development of the White Lake Township 5-Year Parks + Recreation Master Plan, the Township gathered stakeholder input via several methods. Each of these resulted in input that was relied upon in order to develop the goals, objectives, and action plan for the next 5 years. A summary of the effort and results is summarized here with additional details in the Appendix.

Public Online Survey

The White Lake Township Parks and Recreation Survey was an online survey conducted August 15, 2022 through September 15, 2022. The purpose of the survey was to gather input related to current use and future priorities of the park system in the Township. The survey was published on the Township website, distributed via email, and posted to the various Township Facebook pages. In addition, signs on easels with QR codes were placed at Township Hall and the Senior Center. Hard copies of the survey were also available at the Senior Center and at the Fisk Farm Festival Event in September 2022. In total, 443 people responded to the survey including a good cross-section of ages, and 57% living south of M-59. A summary of the results is presented here and a detailed summary is provided in the Appendix.

When asked **why respondents don't use White Lake Township parks and facilities more often**, the top 4 responses were:

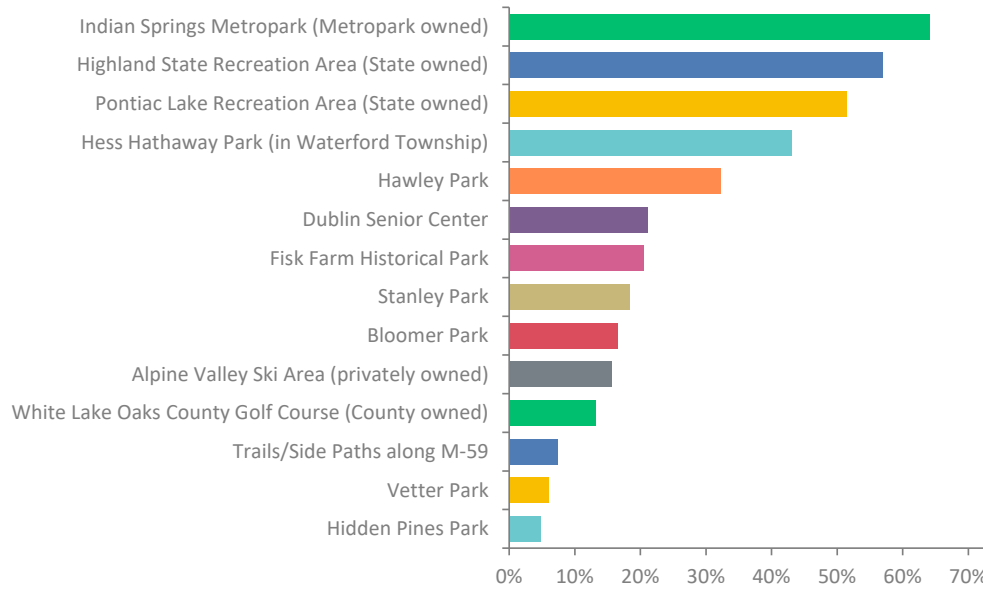
- Not enough time/too busy (38.8%)
- Use other communities' park, facilities, programs (33.4%)
- I do not know where the Township parks are (21.4%)
- Parks do not contain the facilities we need/enjoy (21.1%)

The **top 6 amenities** people indicated were most important to them or their household were:

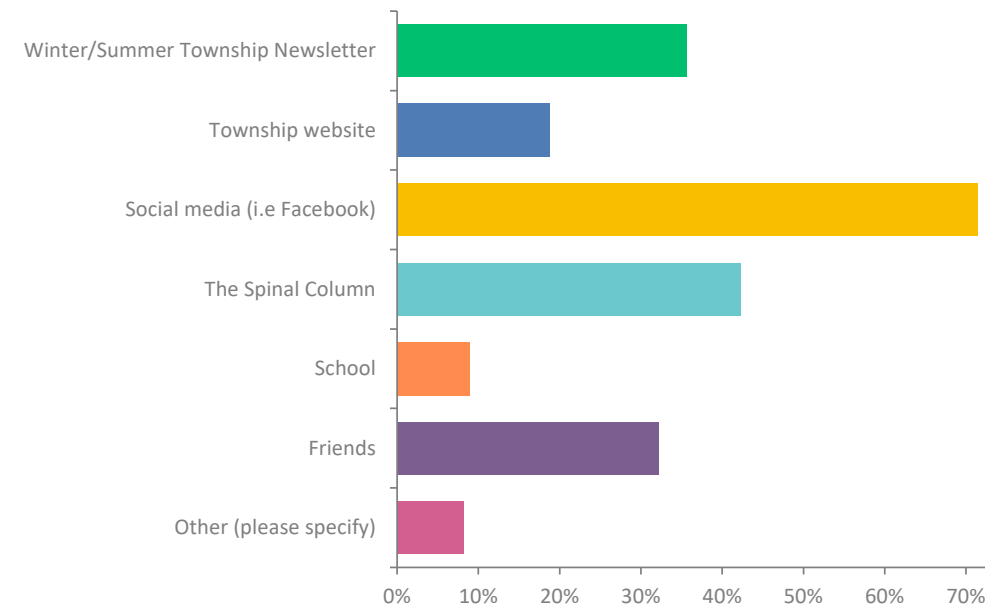
- Walking/running/biking trails (68.9%)
- Open space/natural areas (36.6%)
- Playgrounds (33.6%)
- Canoeing/kayaking (25.2%)
- Sledding hills (15.8%)
- Picnic shelters (15.6%)



Which park/facility has your household used over the past year?



Where does your household find out about things going on in the Township?



Fisk Farm Festival Outreach

White Lake Township Parks and Recreation set up a tent/station at the Annual Fisk Farm Festival September 10, 2022 at the Historic Fisk Farm property. The annual event brings several hundred people to the Farm for music, food, arts and craft show, etc. The Parks and Recreation tent included a sign about the online survey, hard copies of the survey, a map of the parks, as well as a blank sheet of paper where people could write/draw ideas of things they'd like to do/have in White Lake Township parks. Some of the ideas mentioned included:

- Ziplines and Rock Wall
- Ice rink
- Stargazing night to watch sunsets. And food!
- Trees, wildlife, open spaces, passive rec, natural noise
- Water Day – sprinklers, squirt guns, water balloons,
- I love the walking paths!
- Signs along trails that tell about plant/animal species
- Fitness court/workout stations
- Porta jon at Bloomer Park – can't use pavilion if no restroom
- Kayaking and canoeing opportunities
- Love walking path at Hawley
- All inclusive playground like in Commerce Twp
- Sidewalks along Elizabeth Lake and Union Lake Roads
- Place to take out kayak where Huron River crosses Oxbow Lake Rd

Committee Meeting Input

In addition to filling out the online survey, the Parks and Recreation Committee (at its October 5, 2022 Special Meeting) discussed what they love about White Lake Parks and Recreation and what they think are some of the challenges. Residents that attended the meeting also participated. This input, along with other pieces of information documented in the Inventory and Basis For Action sections, were used to develop the Action Plan.



Things We Like/Love

- The parks offer a balance of activities between them including walking, basketball, baseball, soccer, hiking, playgrounds, and pavilions.
- Open Spaces
- Huron River flowing through Township
- Hawley Park is the best athletic field park
- Kelley Fisk Farm best event venue
- Dublin Center is the best Activity Center
- community sport areas with soccer and baseball
- hiking trails
- historic Township
- Fisk Farm Festival
- community activities
- good fresh air, walking paths, nature
- Stanley Park acquisition and planned development
- natural beauty within the parks including Stanley
- historic sites

- water access for swimming and kayaking
- tree lighting
- parks are available for picnicking and games
- special events at Fisk Farm

Our Challenges or Things We'd Like To See

- need to make residents aware of where Township parks are located
- money is a challenge
- we are not a walkable community - we need pathways along major roads
- difficult to maintain current facilities
- not enough funding now - this will hold us back going forward
- vast area to try to connect with trails
- we are limited in funding and walkable/bikeable trails
- funding
- more funding needed
- benches are needed at more frequent intervals
- skating and snowshoeing
- mountain biking
- not enough connectivity or trails and paths to schools and neighborhoods
- would like more citizens to use our parks and be aware of what's available
- we need more concern for environmental challenges and issues such as herbicides and pesticides as well as impacts of climate changes
- I live rurally and don't need a park
- no higher taxes
- natural wooded areas with trails
- getting voter support for millages could be a challenge
- more horse trails

MDNR/Metroparks Input

Township staff met virtually with representatives from Highland State Recreation Area, Pontiac Lake State Recreation Area, as well as Huron Clinton Metroparks staff on September 9, 2022. The purpose of the discussion was to raise awareness of the Township's schedule and process for updating its Parks and Recreation Master Plan and to hear from the various agencies their plans over the next several years to ensure coordination and avoid duplication of efforts.

Public Hearing

A full draft of the Parks and Recreation Master Plan was presented to the Parks and Recreation Committee for review and discussion at its November 2022 meeting. The draft Plan was then made available for public review on _____, 2022. Hard copies of the draft Plan were available at the Township Hall. A digital copy was posted to the Township website. A notice was published in the Spinal Column on _____, and posted on the Township website and Facebook page.

A public hearing on the draft Plan was held by the Parks and Recreation Committee on _____ at the Township Annex. Minutes from the public hearing are included in the Appendix.

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ACTION PLAN

The Action Plan details the direction the Township would like to take over the next five years in order to maintain, improve, and expand parks, recreation and nonmotorized connectivity opportunities within the community. The findings and results summarized in the Basis For Action section of this Plan were utilized to develop the goals, objectives, and capital improvement priorities detailed on the following pages. This section also includes planning recommendations related to expansion of a nonmotorized network and improvement of pedestrian/bicycle connectivity within the Township and to adjacent communities. The Plan is intended to serve as a guide for decision-making relative to future park facilities and programs. The Plan is not intended to solve all of the issues, concerns and desires related to parks and recreation, but rather to identify and document them so they can be addressed and focused on in the upcoming months and years. Goals are desired long-term ideals or end products. Objectives are more detailed statements that have been developed to outline more specific actions that will assist in meeting the goals. The Goals and Objectives are intended to be as important as the capital improvement priorities and are listed in no particular order of importance or priority.

WHITE LAKE TOWNSHIP PARKS + RECREATION GOALS 2023-2027



Improve walking and biking **connectivity** in the community



Be leaders in the **stewardship** of the Huron River Watershed



Secure additional **funding** for parks and recreation



Raise awareness of parks and recreation offerings in the Township



Develop and promote **canoe and kayak** opportunities in the Township



Partner with others to provide parks and recreation in the Township



As appropriate, seek strategic properties to **expand** the Township park system to support existing and future needs



Update aging park amenities, increase level of **maintenance**, and **construct/install** additional amenities at Township parks



Improve walking and biking **connectivity** in the community

OBJECTIVES

- Encourage and support the Township in developing a **'Complete Streets'** policy, ordinance, resolution, and/or plan in order to advocate for roads that are 'planned, designed, and constructed to provide appropriate access to all users...whether by car, truck, assistive device, foot or bicycle.'
- Coordinate with the **Road Commission for Oakland County** to improve non-motorized access and use along County roads (i.e. widen paved shoulders, improved pedestrian crossings, etc.)
- Prioritize **gaps and connections** to parks, schools, employment areas, and civic destinations.
- Utilize the Township **Sidewalk/Pathway Fund** (developers contribute to at approval of Township Board) to construct gaps in high priority areas and corridors.
- Coordinate with MDOT regarding design and construction of a consistent, 8-10-foot wide Side Path along the north and south side of **M-59** that is setback from the curb with green space between the curb and Side Path.
- Coordinate with the **Metroparks and MDNR** to connect Highland State Recreation Area, Pontiac Lake State Recreation Area, and Indian Springs Metropark through the Township via a regional trail system that considers accessibility for pedestrians, bicyclists, and equestrians.
- Coordinate with **SEMCOG** to get the White Lake Township planned/proposed nonmotorized network incorporated into the SEMCOG Regional Planned Corridors Maps and associated documentation.
- Continue to focus on improving barrier-free and **universal accessibility** at all Township facilities and parks including access to picnic tables, benches, paths, playing fields, parking areas, restrooms, play equipment, etc.
- Use materials from SEMCOG's **Walk Bike Drive Safe campaign** to encourage safe practices by all modes.
- Consider and investigate a **special millage** for design, construction and maintenance of nonmotorized connections per the Township Nonmotorized System Plan.

GOAL

Be leaders in the **stewardship** of the Huron River Watershed

OBJECTIVES

- Continue to raise awareness, promote, and educate the community about the Huron River Watershed and the role we all play in protecting and improving the environment for generations to come.
- Increase awareness and appreciation of our natural resources by increasing access to the river and waterbodies.
- Incorporate applicable sustainable design elements into all park projects such as green stormwater management practices, solar power, products made from recycled materials, native plantings, etc.
- Include signage at parks that helps to interpret the natural resources as well as showcase sustainable design elements.

GOAL

Secure additional **funding** for parks and recreation

OBJECTIVES

- Continue the commitment to fiscal responsibility by exploring and seeking avenues to generate alternative revenue sources through grants, donations, foundations, partnerships, etc. to fund park, recreation, and trail/sidepath projects.
- The existing 0.3 parks and recreation millage expires in 2023. Consider a renewal or increase in 2023 in order to implement the priorities outlined in this plan and make progress toward the goals and objectives.

GOAL

Raise awareness of parks and recreation offerings in the Township

OBJECTIVES

- Coordinate with school district, library, lake boards, historical society, chamber of commerce, realtors, and other parks and recreation providers to distribute parks and recreation information and “cross advertise” offerings.
- Publish the new inventory map on the Township website, Facebook pages, display at Township Hall, etc.
- Print hard copies of the inventory map and have available at Senior Center, Township Hall, Library, Metropark, and State Recreation Areas.
- Post monthly on social media highlighting pictures, activities, and facilities available at Township parks.
- Include parks and recreation information in the Township Newsletter.



Develop and promote **canoe and kayak** opportunities in the Township

OBJECTIVES

- Develop canoe/kayak launches with associated small parking lots on Huron River properties including at M-59, at Elizabeth Lake Road, at Stanley Park, and around/near Oxbow Lake Road.
- Coordinate with Huron River Watershed Council and Oakland County Parks to develop Water Trail marketing/mapping/signage.



Partner with others to provide parks and recreation in the Township

OBJECTIVES

- In support of the Township being a '4 Seasons Playground', organize and hold one Special Event per season (i.e. Tree Lighting, Fall Festival, etc)
- Continue to partner with other parks and recreation providers within and around the community to improve connectivity, as well as strengthen and cross promote special events and offerings including:
 - Dublin Senior Center
 - Kelley Fisk Farm and the White Lake Historical Society
 - Oakland County Parks
 - Huron River Watershed Council
 - Huron-Clinton Metroparks
 - MDNR State Recreation Areas
 - Friends of Highland State Recreation Area
 - Waterford Township and Hess-Hathaway Park Committee
 - Lakes Area Chamber of Commerce
 - Public and private schools in the Township



Update aging park amenities, increase level of **maintenance**, and **construct/install** additional amenities at Township parks.

OBJECTIVES

- Make planned improvements to Stanley Park and support the development of the Civic Center area as a central gathering space and destination within the community.
- Continue to work to improve the ADA accessibility at all parks by providing elements such as accessible play equipment, pathways to and from facilities, bleachers, benches, playground surfacing, etc.
- Anticipate the need to increase staffing levels as additional parks, programs, and amenities are offered.
- Include long-term maintenance funding requirements when implementing new or expanded facilities and programs.
- When developing park and recreation facilities and connections, do so in a manner that protects and celebrates the natural look and feel of the White Lake community.



As appropriate, seek strategic properties to **expand** the Township park system to support existing and future needs.

OBJECTIVE

- Remain aware of potential properties to purchase for conservation and/or recreation purposes that:
 - adjoin an existing conservation/recreation property;
 - are adjacent to a water body, river, or creek;
 - improve walking/biking conditions;
 - and/or are environmentally sensitive.

Nonmotorized Network Plan

One of the top priorities in White Lake Township is to improve connectivity, mobility and safety within the Township in order to provide transportation choices, recreation, contribute to placemaking, economic development, and the health of residents. This Plan includes a long-term vision for nonmotorized connectivity as well as a number of initial priorities and recommendations related to nonmotorized improvements.

This section of the document also details general design considerations, resources, and characteristics related to the accommodation of bicycles and pedestrians within road rights-of-way and off-road corridors. This is not intended to replace the wealth of manuals and design guidance documents that exist. There are a number of design manuals and other guidance that should and/or must be used by agencies, designers, landscape architects, and engineers on how to best accommodate bicycles and pedestrians.

Challenges

Implementation of the Long-Term Nonmotorized System Plan and construction of sections of sidewalk, sidepath, shared use trail and/or enhanced shoulders will be a considerable financial investment with a number of design challenges and constraints in a variety of locations. Conditions that exist in White Lake Township that will add to cost and implementation challenges include (but are not limited to):

- open drainage swales along roads that may need to be enclosed
- removal and replacement of mature trees and vegetation
- removal and/or relocation of resident installed landscaping and neighborhood entrances
- wetlands, lakes, rivers and creeks that will require boardwalks and bridges in order to traverse
- the potential need for easements in some locations to ensure connectivity

The Nonmotorized System Plan Map illustrates the long-term vision for White Lake Township. The Plan proposes and identifies a number of new sidewalks/sidepaths, shared use trails, and enhanced paved shoulders. Lines on the map represent a general vision for connectivity for planning purposes only. As conditions are analyzed in more detail, some segments are anticipated to be modified due to existing conditions, development patterns, cost, permitting, etc. In some cases, the type of nonmotorized facility provided (i.e. sidewalk, wide paved shoulders, sidepath, etc.) will need to be determined during design.

Road Commission for Oakland County

With the exception of M-59, all of the major roads and associated rights-of-way are under the jurisdiction of the Road Commission for Oakland County. Therefore, a majority of the elements discussed and illustrated in the Nonmotorized System Plan will require coordination with the Road Commission. When road improvements are being considered in the Township, the intent is that consideration for Complete Streets be given during the design process including the provision of facilities for pedestrians and bicyclists.



Shared Use Trails

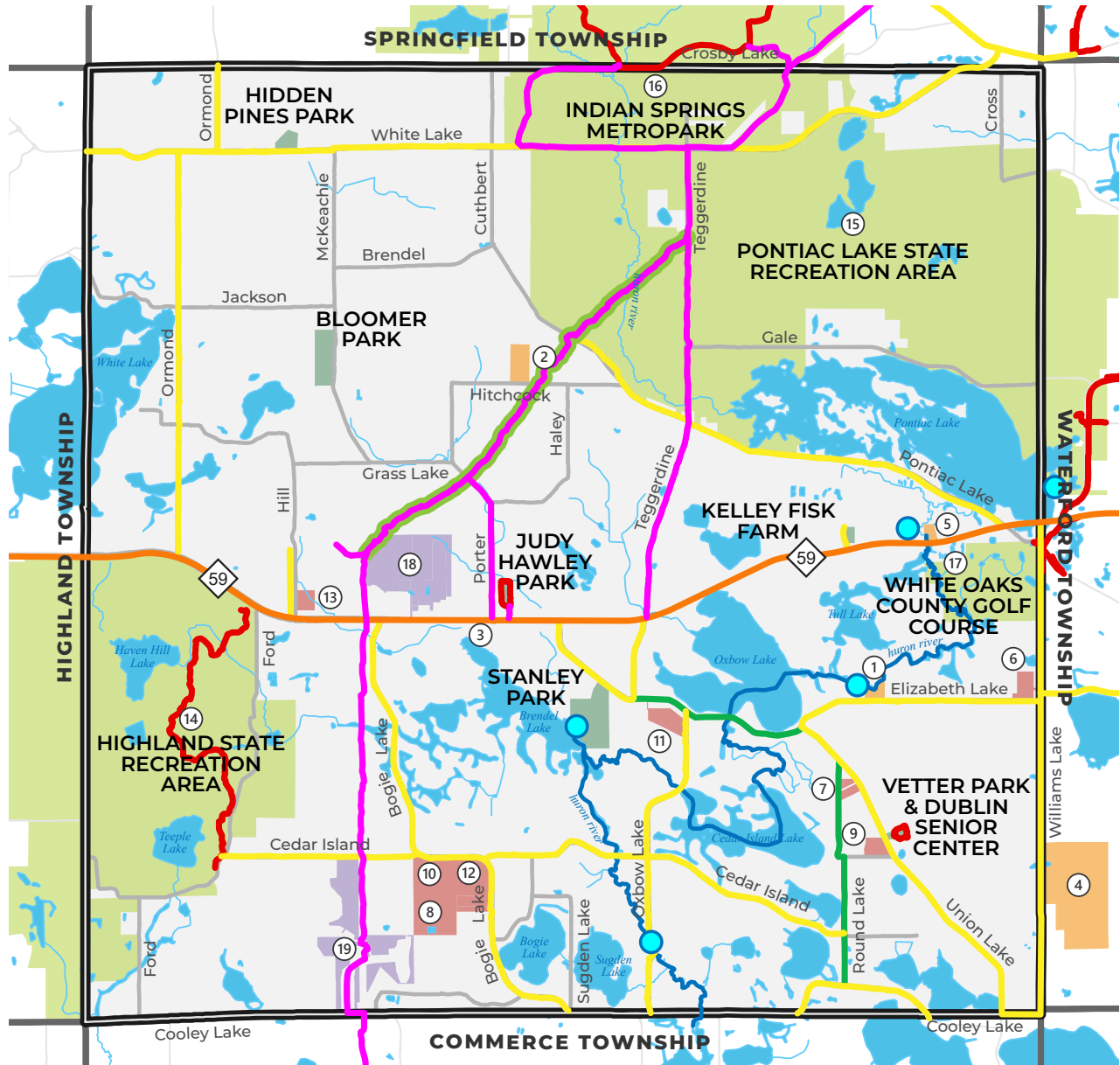
Shared Use Trails provide a travel area separate from motorized traffic for bicyclists, pedestrians, joggers, wheelchair users, etc. They are constructed outside of a road corridor and offer a low-stress experience away from motor vehicles. Examples in White Lake Township include the Cedar Creek Trail in Highland Recreation Area and the paved trail in Indian Springs Metropark. **Shared Use Trails are typically 10-12' wide** (per AASHTO depending on user volumes) with an additional 2' clearance on both sides. Where paths intersect roads, enhancements should prioritize the nonmotorized user. A number of locations and corridors are proposed for additional Shared Use Trails in White Lake Township to increase connectivity including:

- the proposed Four Seasons, cross-town shared use trail to **connect Highland State Recreation Area, Pontiac Lake State Recreation Area, and Indian Springs Metropark** to one another and beyond. The connection (the majority within ITC utility corridor and/or on state property) is anticipated to be a focal point of a feasibility study being led by HCMA as they work toward their goal of connecting Kensington Metropark and Indian Springs Metropark to one another. Walking, biking, and equestrian users should be considered in the connection between Highland and Pontiac Lake State Recreation Areas. The potential exists to provide a 'trailhead' location at Township-owned property on the north side of Hitchcock Road.
- along the **Teggerdine Road corridor** between M-59 and White Lake Road, much of which has wooded State property on either side.
- further study and discussion to determine long-term feasibility of a **north/south shared use trail within the ITC utility** corridor to connect into Commerce Township to the south and the proposed Four Seasons, cross-town trail between the State Recreation Areas.

Complete Streets

There is no one design prescription for complete streets. Ingredients that may be found on a complete street include: sidewalks, bike lanes (or wide paved shoulders), special bus lanes, comfortable and accessible public transportation stops, frequent crossing opportunities, median islands, accessible pedestrian signals, curb extensions, and more. A complete street in a rural area will look quite different from a complete street in a highly urban area. But both are designed to balance safety and convenience for everyone using the road.

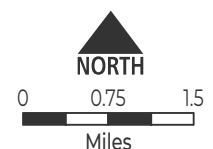
---National Complete Streets Coalition



- WHITE LAKE TWP. PARKS**
- OTHER PUBLIC PROPERTIES**
- ① Elizabeth Lake Road Property
- ② Hitchcock Road Property
- ③ Old Community Hall
- ④ Hess Hathaway Park (in Waterford)
- ⑤ M-59/Huron River Property
- SCHOOL PROPERTIES**
- ⑥ Houghton Elementary School
- ⑦ Dublin Elementary School
- ⑧ Lakewood Elementary School
- ⑨ St. Patrick Catholic School
- ⑩ White Lake Middle School
- ⑪ Oxbow Elementary School
- ⑫ Lakeland High School
- ⑬ Huron Valley Schools Property

- STATE | METROPARK | COUNTY PROPERTIES**
- ⑭ Highland State Recreation Area
- ⑮ Pontiac Lake State Recreation Area
- ⑯ Indian Springs Metropark
- ⑰ White Oaks County Golf Course
- PRIVATE PROPERTIES**
- ⑱ Alpine Valley Ski
- ⑲ Brentwood Golf Club

- Existing Trail/Sidepath Connections
- Proposed Shared Use Trail (10'-12' Wide)
- Proposed Sidepath/Sidewalk (10'-12' Wide)
- Proposed Sidepath/Sidewalk (6'-8' Wide)
- Proposed Paved Shoulder (4'-5' Wide)
- Proposed Shared Use Trail + Equestrian
- Proposed Huron River Water Trail
- Proposed Canoe/Kayak Launch



**LONG TERM
NONMOTORIZED
SYSTEM PLAN**

**WHITE LAKE
TOWNSHIP**

**5-YEAR PARKS &
RECREATION
MASTER PLAN
2023 - 2027**

Sidewalks and Sidepaths

A high priority element for enhancing connectivity and walkability within the Township is to systematically complete gaps in the **sidewalk/sidepath** system along the major road corridors. A number of priority sidewalk/sidepath gaps are identified on the Nonmotorized System Priorities Map and focus on:

- the north and south sides of the **M-59 corridor** to provide safe and comfortable connectivity to adjacent communities and along the Township's most developed retail/commercial/employment corridor. The Township is proposing a 10'-12' wide (8' when necessary) network along the M-59 corridor due to regional, cross-county significance and number of destinations. A minimum 5' separation from the road is desired.
- gaps near Township parks, schools, and destinations such as the library, Dublin Senior Center, and future Civic Center development
- short segments that, when completed, will connect into a large network of completed sidewalks, sidepaths and/or trails
- gaps in high density areas of the Township
- segments that can be constructed by private entities as they develop or redevelop property in the Township

In terms of preferred design, corridor analysis and judgment will need to be made when design of various segments begins. In general, and where possible, the desire is to have 6-8' wide paved sidepaths installed within the Township (with the exception of 10'-12' along M-59). It is recognized that, in some areas of the community, it may make most sense to fill gaps with sidewalks or sidepaths that match width or material of existing infrastructure. It is also recognized that a variety of conditions exist in the Township, and, for short segments, a narrower sidewalk may need to be installed. A detailed analysis of the corridor will assist in determining the achievable sidepath/sidewalk width.

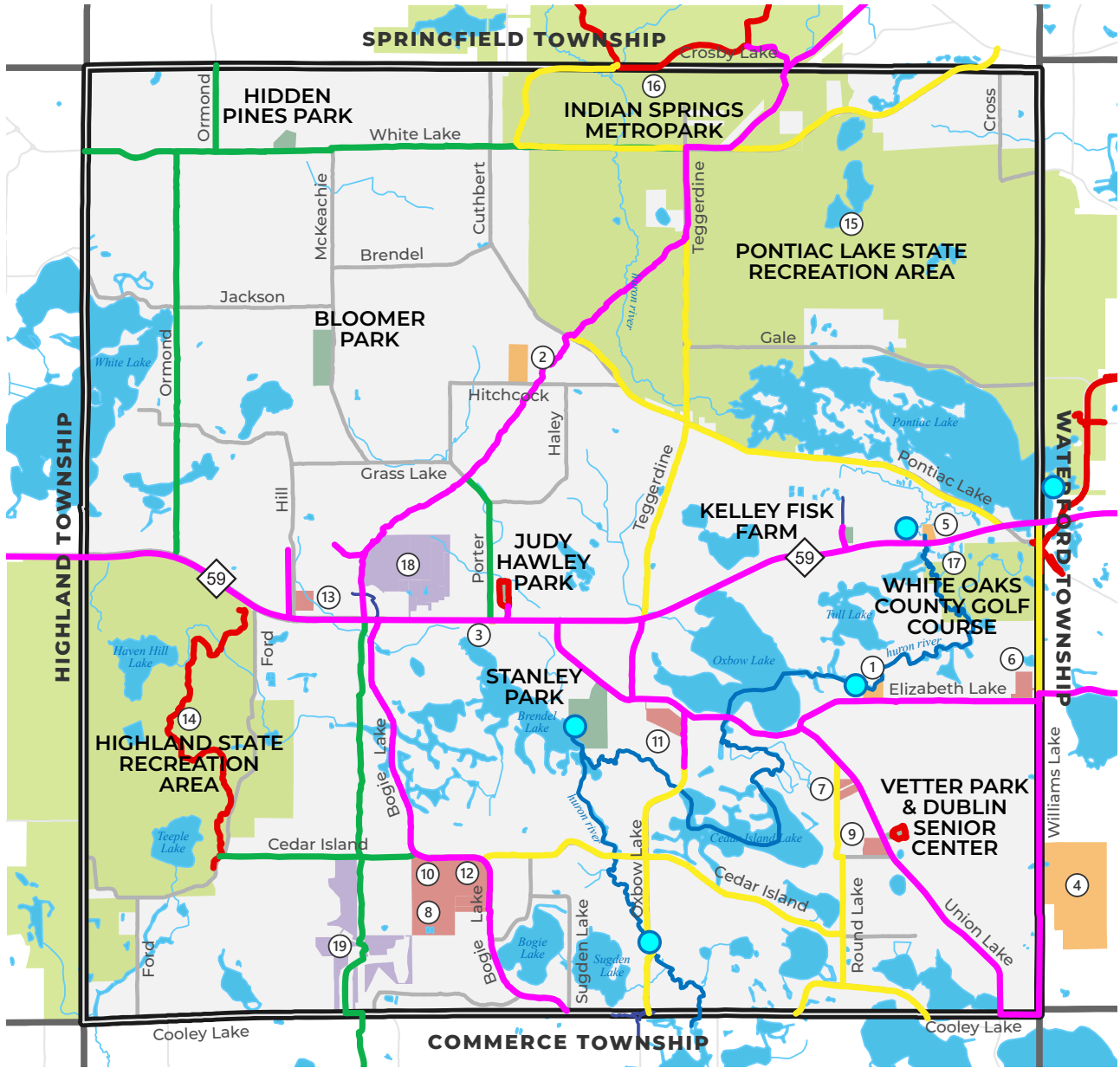
In general, sidepaths are preferred to accommodate pedestrians and bicyclists in the Township due to the landuse pattern, right-of-way widths, and because of the relatively low rate of curb cuts along many of the major corridors. Sidepaths and sidewalks are not typically a safe facility for bicyclists where numerous curb cuts exist with high volumes of vehicular turning movements as is the case along more developed corridors such as M-59. Sidepath Design guidance published by MDOT (2018) as well as the FHWA Small Town and Rural Multimodal Networks guidebook should be referenced to assist with signage, crossings, sidepath user visibility, speed reduction, etc.

Pedestrian Bridges and Boardwalks

White Lake Township enjoys extensive natural resources including numerous lakes, rivers, creeks, streams and acres of wetlands. These natural features also dictate the location of many of the road corridors in the community. In order to implement the Nonmotorized System Plan, a number of pedestrian bridges and/or sections of elevated boardwalk will be needed. These elements add to the design, permitting and cost of the system. Where a boardwalk and/or pedestrian bridge is needed, the bridge/boardwalk should be 4' wider than the joining trail/sidepath to incorporate the 2' of desired clearance on either side.

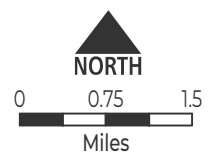
Enhanced/Paved Shoulders

While separation of pedestrian/bicycle traffic from motor vehicles is desirable, there may be corridors and locations that prove the construction of sidepaths are not feasible due to width of right-of-way, significant natural features, proximity of homes/buildings, etc. Paved shoulders on the edge of roadways can be enhanced to serve as a functional space for bicyclists and pedestrians to travel in the absence of other facilities with more separation. Volumes and speeds on roads dictate the paved shoulder width needed



- WHITE LAKE TWP. PARKS**
- OTHER PUBLIC PROPERTIES**
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- ⑯ Indian Springs Metropark
- ⑰ White Oaks County Golf Course
- PRIVATE PROPERTIES**
- ⑱ Alpine Valley Ski
- ⑲ Brentwood Golf Club
- TRAIL SYSTEM**
- Priority #1
- Priority #2
- Priority #3
- Proposed Huron River Water Trail
- Proposed Canoe/Kayak Launch
- Existing Trail/Sidepath Connections



**LONG TERM
NONMOTORIZED
SYSTEM
PRIORITIES MAP**

**WHITE LAKE
TOWNSHIP**

5-YEAR PARKS &
RECREATION
MASTER PLAN

to provide a safe space for pedestrians and bicyclists (typically 4'-8'). Paved shoulders provide a stable surface off of the roadway for pedestrians and bicyclists to use when sidepaths/sidewalks are not provided. They have shown to reduce pedestrian "walking along roadway" crashes as well as "bicyclist struck from behind" crashes (as noted in the FHWA Small Town/Rural Guide). Paved shoulders are advantageous for all roadway users and can also reduce shoulder maintenance requirements.

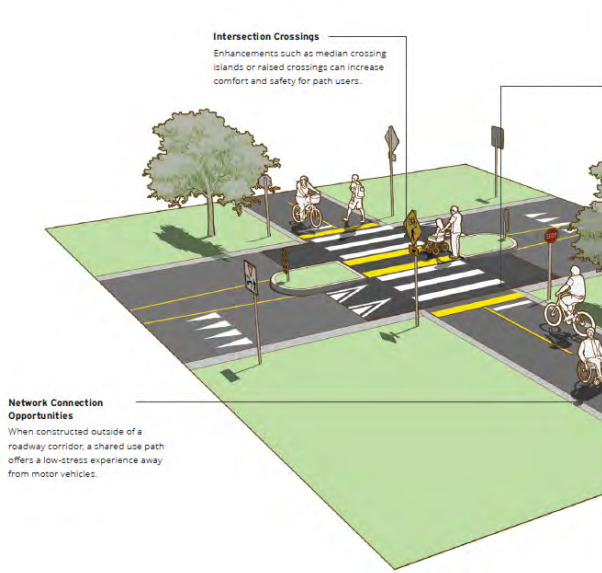
Mid-Block Crossings

Implementing a number of the segments of the proposed nonmotorized network will require the creation of safe mid-block crossings (as opposed to crossings at signalized intersections) in order to facilitate predictable crossings for pedestrians and bicyclists.

As detailed in the MDOT Sidepath Study (2018), the primary goals of crossings are to:

- reduce pedestrian/cyclist exposure to traffic and crossing distance
- increase mutual awareness and visibility
- manage traffic speed and flow

Treatment details will be unique to each location and will be determined during design but could include pavement markings, signage, pedestrian islands, curb extensions, stop and yield lines, lighting, rapid flash beacons, HAWK signals, ADA ramps, etc. Several of the



more significant crossings may need traffic studies to understand traffic patterns and ensure appropriate and safe treatments are designed and implemented.

Wayfinding/Signage

A coordinated wayfinding/signage system along the various trails is desired that would include confidence markers along the way, emergency markers and signage and maps that encourages exploration of nearby amenities and destinations. Signage packages should adhere to MUTCD standards.

Bike Parking

Secure and convenient bike parking at public parks, public buildings, schools, retail destinations, places of employment, and multi-family residential developments will assist in encouraging and supporting use. It is recommended to review options to include bike parking (covered and/or uncovered) provisions in areas of the Township including multi-unit residential, office, retail, restaurant, hotels, theaters, fitness centers, etc. Additional incentives can be put into place to allow the provision of bike parking to substitute for a car stall.

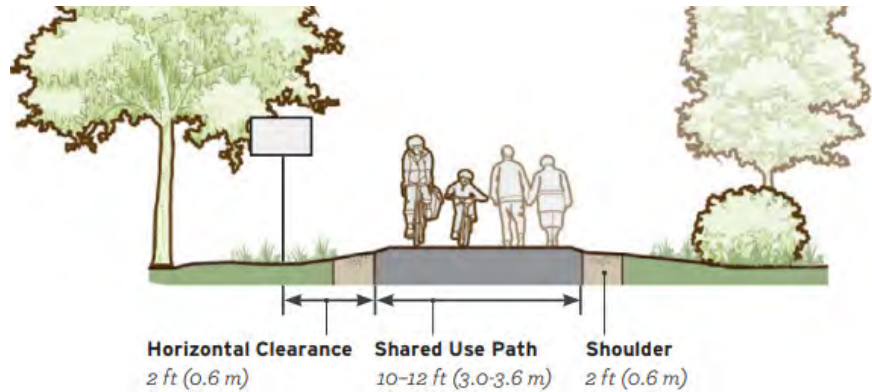
Promote Education + Awareness

There is a need for education of cyclists, pedestrians and motorists in the region and state using a consistent message and terminology. A number of resources exist that work to help people understand the "rules of the road" while fostering respect between motorists, pedestrians, and bicycles to make everyone safer. It is recommended that White Lake Township utilize existing materials to promote awareness and education within the community. These messages and materials can be shared within the Township via social media, newsletters, on the electronic sign, email, etc.

In addition, MDOT's Sidepath Safety research project (2018) resulted in educational materials with specific messages related to bicyclists and drivers and sidepaths that can be referenced and utilized as appropriate.

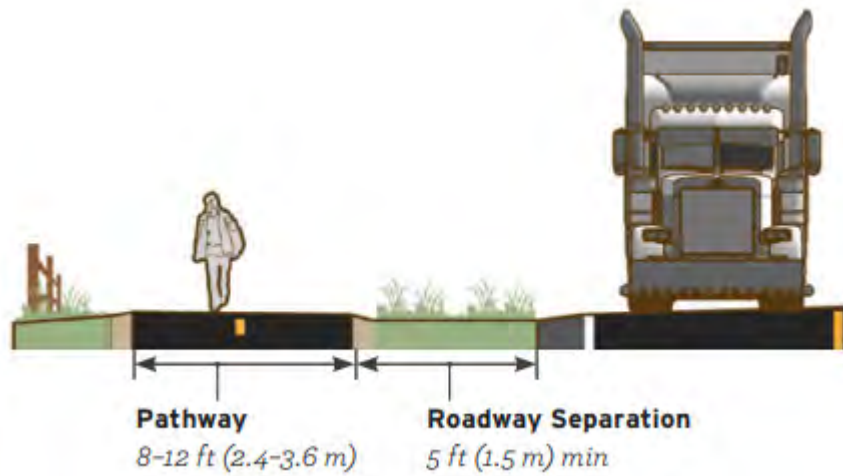
Shared Use Trail (FHWA)

Shared Use Trails offer network connectivity opportunities beyond that of the roadway network. These facilities are often located in parks along rivers, beaches, and in greenbelts or utility corridors where there are few conflicts with motorized vehicles.



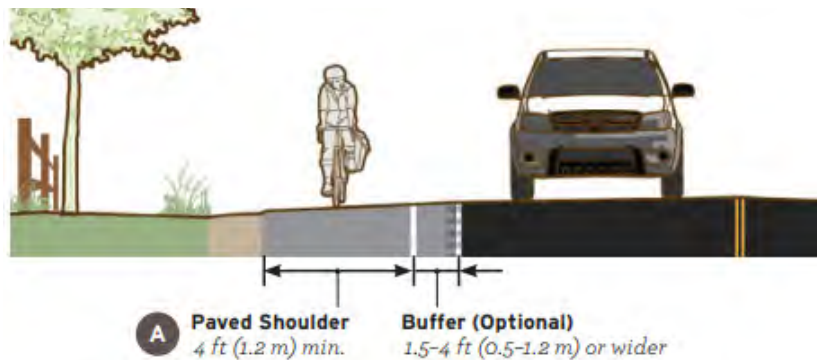
Sidepath (FHWA)

Sidepaths offer a low-stress experience for bicyclists and pedestrians on network routes otherwise inhospitable to walking and bicycling due to high-speed or high-volume traffic.



Paved Shoulder (FHWA)

Shoulders can improve bicyclist comfort and safety when traveling in higher speed and/or volume situations but only when adequate width is provided. If used, locate rumble strips on the edge line or within a buffer area that will not reduce usable space for bicyclists.



Highlighted Design Resources



FHWA Small Town and Rural Multimodal Networks (2016)

Resource and idea book intended to help small towns and rural communities support safe, accessible, comfortable and active travel for people of all ages and abilities. It provides a bridge between existing guidance on bicycle and pedestrian design and rural practice, encourages innovation in the development of safe and appealing networks for bicycling and walking in small towns and rural areas, and shows examples of peer communities and implementation.

A .pdf of the document can be accessed at the FHWA website fhwa.dot.gov.



MDOT Sidepath Application Criteria Development for Bicycle Use (2018)

Explores Michigan residents' bicycle facility preferences and attitudes and behaviors toward bicycling, and research to understand bicycle crash characteristics along sidepaths in the service of better sidepath design guidance. Includes design guidance and considerations for Sidepaths in Michigan.

A .pdf of the document can be accessed at the MDOT website.

Capital Improvement Priorities

The capital improvement priorities for this Parks and Recreation Plan have been established for two primary reasons:

- to function as a planning framework and guide for the Township Board, Parks Committee, staff; and,
- to enable the Township to apply for grant funding for proposed projects.

The capital improvement priorities table is not a fixed element and is neither all inclusive or exclusive. The table reflects the results of brainstorming, data gathering, analysis and input from a variety of sources gathered during the planning process. It is likely that the priorities and plan may change at some point during the next five years due to unanticipated circumstances such as private donations, changing recreation trends, funding alternatives, community opinion and/or available grants. Funding availability is a key factor in the Township’s ability to implement the proposed capital improvement priorities.

The capital improvement priorities table details the desired improvements for the years 2023-2027. The priorities are listed by short-term (1-2 yrs), mid-term (3-5 yrs), long-term (greater than 5 yrs), as well as on-going priorities for those items that should be revisited/evaluated each year. It is difficult to predict desires, funding availability, etc., in the years to come. However, it is important to note that parks and recreation capital projects undertaken by the Township should address the goals set forth in this Plan.

- Millage = White Lake Township Park Millage
- MNRTF = Michigan Natural Resources Trust Fund
- LWCF = Land and Water Conservation Fund
- RPGP = Recreation Passport Grant Program
- SPARK = MDNR Spark Grant (2023)
- RWJF = Ralph C. Wilson Jr. Foundation
- TAP = MDOT TAP Program

Current funding and staffing levels at the Township are not sufficient for all of the ideas and desires documented in this Action Plan to be implemented – rather, this plan documents opportunities, desires and priorities to consider moving forward.

**White Lake Township
Parks + Recreation
Capital Improvement Priorities 2023-2027**

General Items	Magnitude of Cost				Potential Funding Sources		
	Short-Term (1-2 yrs)	Mid-Term (3-5 yrs)	Long-Term (5+yrs)	On-Going	Private donations, millage, MNRTF	Millage, LWCF, RPGP	Millage
<p>General Items</p> <p>Be Aware of Opportunities to Lease, Utilize, and/or Acquire Land That:</p> <ul style="list-style-type: none"> Protects Environmental Features Conserves Open Space Is Adjacent to or near Existing Parks Provides Linkages Between Destinations Could Provide Increased and Enhanced Recreation Opportunities 				X			
Pickleball Courts (location to be determined)		X				Millage, LWCF, RPGP	
Park Entrance Signs			X			Millage	
Stanley Park							
Construct Phase I Improvements (Already Funded/Designed)	X				Millage, LWCF		
Construct Additional Phases of Improvements Per Concept Plan		X			Millage, MNRTF, SPARK, RPGP		
Bloomer Park							
Add Porta John at Park Entrance	X				Millage		
Regrade and resurface pathways	X				Millage		
Extend Trail network per Concept Plan				X	Millage, RPGP		
Judy Hawley Park							
Install additional benches along path	X				Millage		
Replace playground equipment and improve barrier free access	X				Millage, LWCF, MNRTF, RPGP		
Basketball Courts - repair drain, concrete repairs, and restripe	X				Millage, LWCF, MNRTF, RPGP		
Improve barrier free parking spaces including paths to pavilion	X				Millage, LWCF, MNRTF, RPGP		
Build pathway connecting park to M-59	X				Millage, LWCF, MNRTF, RPGP		
Resurface pathway loop as needed				X	Millage		
Ferdinand C Vetter Park							
Install benches along path	X				Millage		
Replace playground equipment		X			Millage, LWCF, MNRTF, RPGP		
Resurface pathway loop as needed				X	Millage		
Canoe/Kayak/Water Trail Projects							
Develop canoe/kayak launch with small parking lot on M-59 parcel		X			Millage, LWCF, MNRTF, RPGP		
Partner with HRWC on water trail signs, maps, and promotions		X			Millage, LWCF, MNRTF, RPGP		
Acquire property near Huron River/Oxbow Lake Road for a launch location			X		Millage, LWCF, MNRTF, RPGP		
Develop canoe/kayak launch with small parking lot near Huron River/Oxbow Lake Road			X		Millage, MNRTF		
Hitchcock Property							
Consider for development as a trailhead for 4 Seasons, cross-Township regional trail			X		Millage, MNRTF		
Nonmotorized Projects							
Construct Triangle Trail	X				Millage, TAP, RWJF		
White Lake 4 Seasons Trail (Cross Town ITC Corridor Trail)		X			Millage, TAP, RWJF, MNRTF, HCMA + STATE		
See Nonmotorized Plan and Priorities					Millage, TAP, RWJF, MNRTF, HCMA + STATE, Developers		



APPENDIX

Public Engagement Results

Survey Results

Public Hearing Meeting Minutes

Resolutions of Adoption

**White Lake Township
Parks and Recreation Committee Meeting Input
October 5, 2022**

'Wind in Our Sails' - Things we love

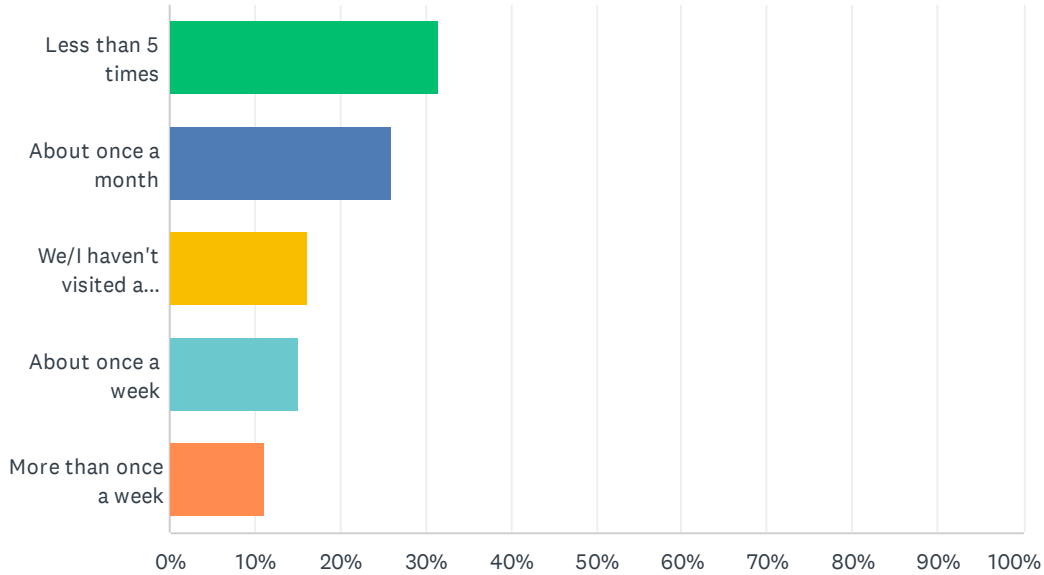
- The parks offer a balance of activities between them including walking, basketball, baseball, soccer, hiking, playgrounds, and Pavilions.
- Open Spaces
- Huron River flowing through Township
- Hawley Park is the best athletic field park
- Kelley Fisk Farm best event venue
- Dublin Center is the best Activity Center
- community sport areas with soccer and baseball
- hiking trails
- historic Township
- Fisk Farm Festival
- community activities
- good fresh air, walking paths, nature
- Stanley Park acquisition and planned development
- natural beauty within the parks including Stanley and bloomer
- historic sites
- water access for swimming and kayaking
- tree lighting
- parks are available for picnicking and games
- special events at Fisk Farm

Our challenges or things we would like to see

- Need to make residents aware of where Township parks are located
- money is a challenge
- we are not a walkable community - we need pathways along major roads.
- Difficult to maintain current facilities
- not enough funding now - this will hold us back going forward
- vast area to try to connect with trails
- we are limited in funding and walkable/bikeable trails
- funding
- more funding needed
- benches are needed at more frequent intervals
- skating and snowshoeing
- mountain biking
- not enough connectivity or trails and paths to schools and neighborhoods
- would like more citizens to use our parks and be aware of what's available
- we need more concern for environmental challenges and issues such as herbicides and pesticides as well as impacts of climate changes
- I live rurally and don't need a park
- no higher taxes
- natural wooded areas with trails
- getting voter support for millages could be a challenge
- more horse trails

Q1 Within the past year, how many times have you or a member of your household visited a White Lake Township park facility or trail?

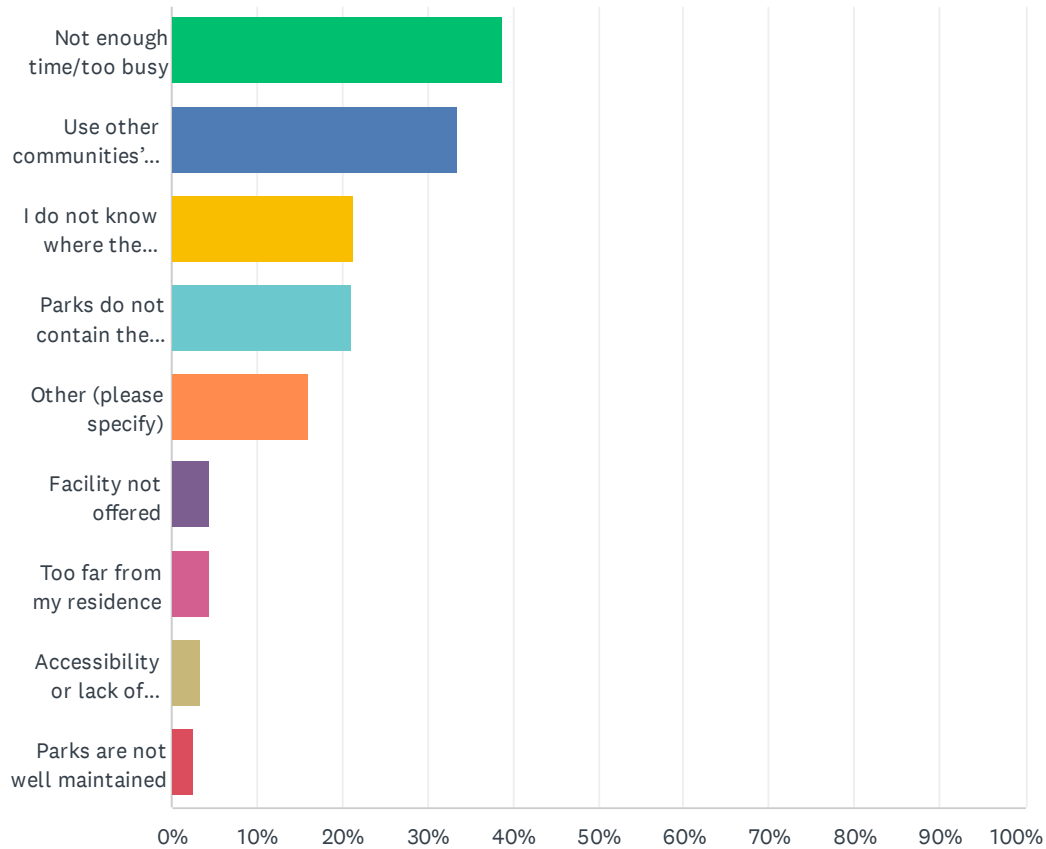
Answered: 441 Skipped: 2



ANSWER CHOICES	RESPONSES	
Less than 5 times	31.52%	139
About once a month	26.08%	115
We/I haven't visited a Township Park or Trail in the past year	16.10%	71
About once a week	15.19%	67
More than once a week	11.11%	49
TOTAL		441

Q2 What reasons prevent your household from using White Lake Township parks and facilities more often? Check all that apply.

Answered: 407 Skipped: 36



ANSWER CHOICES	RESPONSES	
Not enough time/too busy	38.82%	158
Use other communities' parks, facilities or programs	33.42%	136
I do not know where the Township parks are	21.38%	87
Parks do not contain the facilities we need/enjoy	21.13%	86
Other (please specify)	15.97%	65
Facility not offered	4.42%	18
Too far from my residence	4.42%	18
Accessibility or lack of transportation	3.44%	14
Parks are not well maintained	2.46%	10
Total Respondents: 407		

#	OTHER (PLEASE SPECIFY)	DATE
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White Lake Township Parks and Recreation Survey (2022)

Section 9, Item B.

1	Lack of sidewalks leading up to the park	9/14/2022 5:46 PM
2	not interested	9/14/2022 4:13 PM
3	Personal mobility problems	9/13/2022 8:25 PM
4	I live on brendel across from Stanley	9/13/2022 10:00 AM
5	Not interested in using baseball fields or children's playgrounds.	9/13/2022 9:39 AM
6	organized activities to draw me out to experience new things and introduce me to to the amenities of the various parks.	9/12/2022 6:59 PM
7	Knee replaced- can't walk to good.	9/12/2022 6:45 PM
8	I love the parks and hikes with friends.	9/12/2022 6:42 PM
9	I'm happy with Vetter park, but the trees are over growing the walk path and the baseball diamond are in sad condition.	9/12/2022 6:37 PM
10	Need to finish Stanley park with bench.	9/12/2022 5:44 PM
11	Have no desire	9/1/2022 4:40 PM
12	with 3 small children, I need restrooms available	8/24/2022 9:21 AM
13	I prefer my backyard	8/23/2022 4:33 PM
14	Just moved here	8/23/2022 4:28 PM
15	More splash pads	8/23/2022 2:27 PM
16	Fear of bikes on horse trails	8/20/2022 8:48 AM
17	Family gone...we live on the lake.	8/18/2022 10:41 PM
18	We use a white lake parks all the time!	8/18/2022 7:32 PM
19	No dog park	8/18/2022 10:28 AM
20	Take my Grandchildren often to Scralets Park	8/17/2022 8:40 AM
21	Just not a thing we do anymore since our kids are older now	8/17/2022 8:15 AM
22	No need. Live on a lake, with a private park.	8/17/2022 8:04 AM
23	we go every day	8/17/2022 7:28 AM
24	We use State Parks.	8/17/2022 6:41 AM
25	cost of gas	8/16/2022 11:19 PM
26	Nothing prevents me from using white lake township parks	8/16/2022 10:27 PM
27	No bike paths for those close to us	8/16/2022 9:25 PM
28	We need access to family friendly outdoor scapes. Playgrounds, parks, etc. We love the trails.	8/16/2022 8:39 PM
29	Equine parking is too small for horse trailers if you want to do a group ride. Also asphalt for Equine parking?? Not fond of going here because of parking issues	8/16/2022 8:20 PM
30	I don't want to buy stickers for all my cars - should have a card or app instead	8/16/2022 5:17 PM
31	Live in the rural part of the township. That is my park.	8/16/2022 5:05 PM
32	I as often as I like which is often.	8/16/2022 2:44 PM
33	Personal safety at nature parks	8/16/2022 1:43 PM
34	I go every day, actually.	8/16/2022 1:32 PM
35	We use often.	8/16/2022 1:10 PM
36	Not interested	8/16/2022 12:31 PM

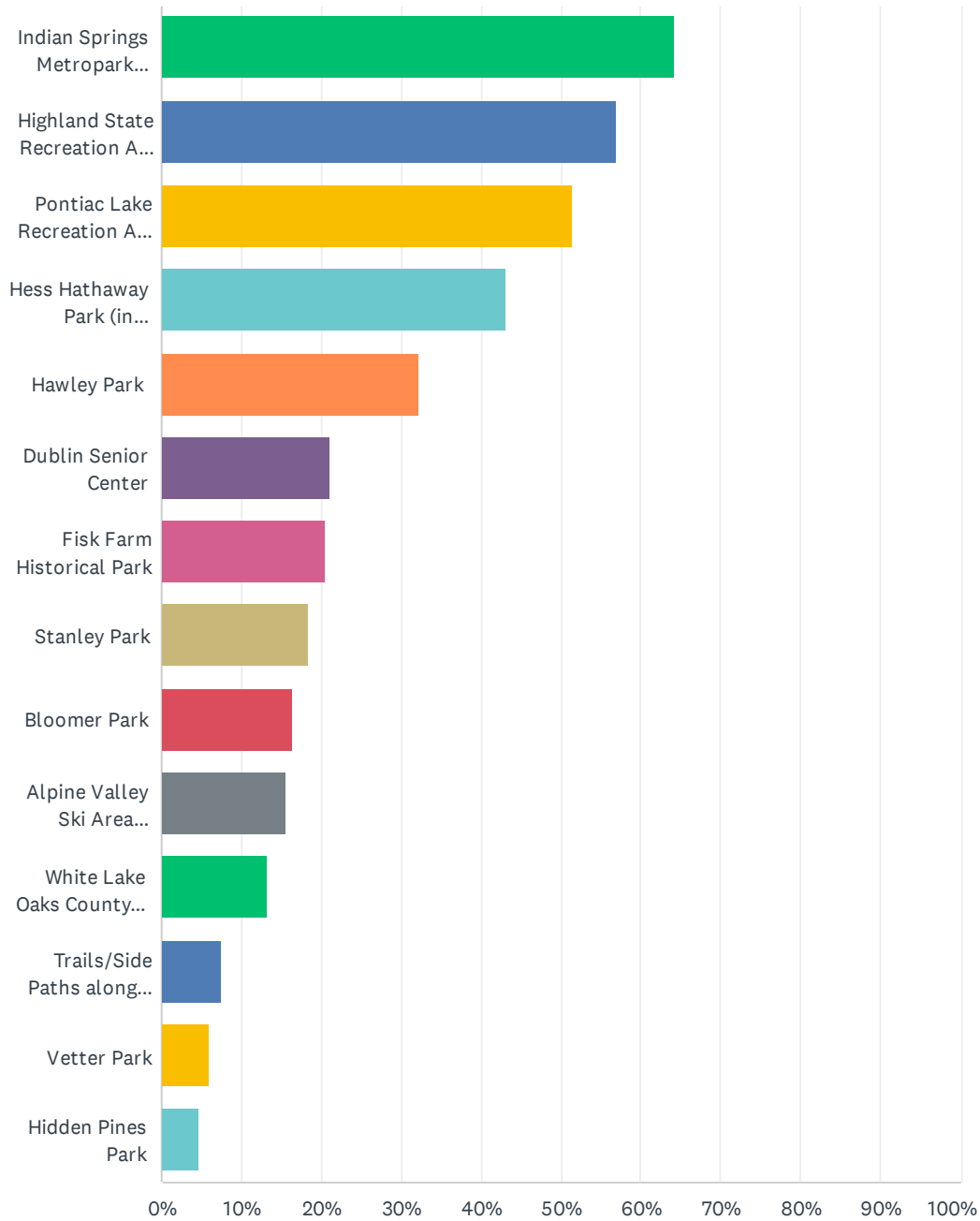
White Lake Township Parks and Recreation Survey (2022)

Section 9, Item B.

37	No contiguous sidewalks to ride/get there	8/16/2022 11:57 AM
38	i work	8/16/2022 11:04 AM
39	I use the parks often	8/16/2022 10:53 AM
40	Would like Scarlett's park set up at one of our parks	8/16/2022 10:17 AM
41	Need more walkways in general around white lake	8/16/2022 9:27 AM
42	Don't want to	8/16/2022 9:13 AM
43	Retired	8/16/2022 9:03 AM
44	Horse staging area too small	8/16/2022 8:52 AM
45	More areas and events for kids	8/16/2022 8:20 AM
46	No large dog park areas	8/16/2022 7:52 AM
47	I use only state parks, metro parks and side paths for cycling	8/15/2022 11:42 PM
48	Use State parks	8/15/2022 10:55 PM
49	Need a local dog park	8/15/2022 10:02 PM
50	I use the state parks nearby to ride in	8/15/2022 7:55 PM
51	Lack of sidewalks down major roads	8/15/2022 7:03 PM
52	Beach	8/15/2022 6:40 PM
53	We visit the local state park, Highland Rec., because of the vast hiking trail network.	8/15/2022 5:51 PM
54	Pontiac state rec area is closer	8/15/2022 5:36 PM
55	Would enjoy a dog park! Need more activities. No more "minimalist" mentality for our parks.	8/15/2022 5:22 PM
56	Lack of paths/ trails to the parks and in the parks	8/15/2022 5:06 PM
57	Seniors need a good area to walk need an indoor walking track since we lost access to high school	8/15/2022 4:59 PM
58	Just moved here	8/15/2022 4:55 PM
59	Not interested.	8/15/2022 4:31 PM
60	Other facilities are more on route from other places	8/15/2022 4:29 PM
61	Tics during summer months	8/15/2022 2:34 PM
62	Currently the only park I use is the Pontiac Lake State Park. Would be very helpful if only connected all the parks.	8/15/2022 1:10 PM
63	Waiting on the park to open off of Elizabeth lk rd to kayak. It sucks to have to walk down to the water instead of drive	8/15/2022 12:41 PM
64	State & Metro Parks have more to offer but I do like community parks such as Scarlet' Place in Commerce	8/15/2022 10:34 AM
65	Live on a lake and use the lake more often for recreation.	

Q3 Which park/facility has your household used over the past year? Choose all that apply.

Answered: 418 Skipped: 25



White Lake Township Parks and Recreation Survey (2022)

Section 9, Item B.

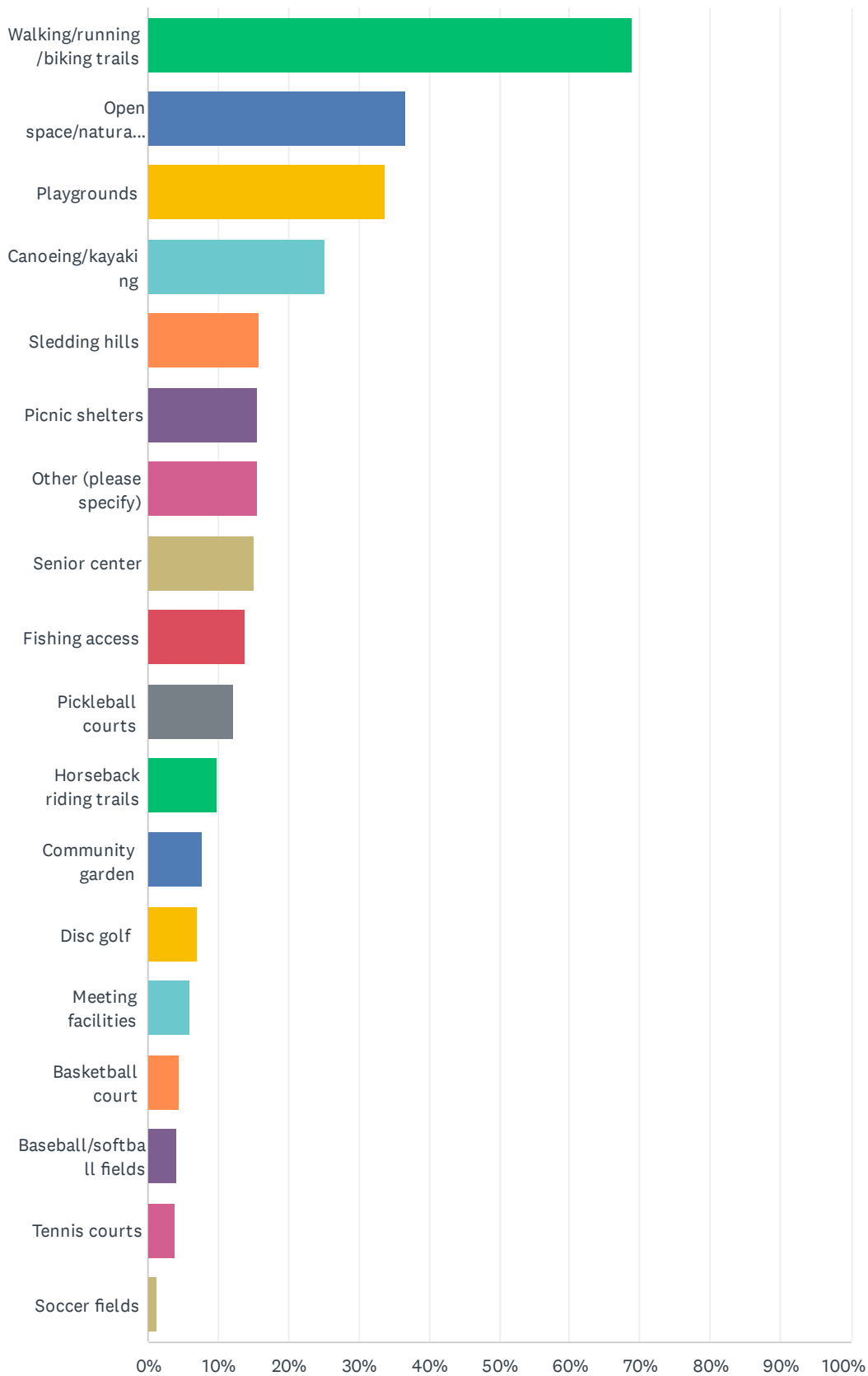
ANSWER CHOICES	RESPONSES	
Indian Springs Metropark (Metropark owned)	64.11%	268
Highland State Recreation Area (State owned)	56.94%	238
Pontiac Lake Recreation Area (State owned)	51.44%	215
Hess Hathaway Park (in Waterford Township)	43.06%	180
Hawley Park	32.30%	135
Dublin Senior Center	21.05%	88
Fisk Farm Historical Park	20.57%	86
Stanley Park	18.42%	77
Bloomer Park	16.51%	69
Alpine Valley Ski Area (privately owned)	15.55%	65
White Lake Oaks County Golf Course (County owned)	13.16%	55
Trails/Side Paths along M-59	7.42%	31
Vetter Park	5.98%	25
Hidden Pines Park	4.78%	20
Total Respondents: 418		

Q4 Which (3) amenities from the list below (some of which we offer and some of which we don't currently offer) are most important for you or your household? Please select only 3 amenities.

Answered: 437 Skipped: 6

White Lake Township Parks and Recreation Survey (2022)

Section 9, Item B.



White Lake Township Parks and Recreation Survey (2022)

Section 9, Item B.

ANSWER CHOICES	RESPONSES	
Walking/running/biking trails	68.88%	301
Open space/natural areas	36.61%	160
Playgrounds	33.64%	147
Canoeing/kayaking	25.17%	110
Sledding hills	15.79%	69
Picnic shelters	15.56%	68
Other (please specify)	15.56%	68
Senior center	15.10%	66
Fishing access	13.96%	61
Pickleball courts	12.13%	53
Horseback riding trails	9.84%	43
Community garden	7.78%	34
Disc golf	7.09%	31
Meeting facilities	5.95%	26
Basketball court	4.58%	20
Baseball/softball fields	4.12%	18
Tennis courts	3.89%	17
Soccer fields	1.37%	6
Total Respondents: 437		

#	OTHER (PLEASE SPECIFY)	DATE
1	Dog friendly paths	9/14/2022 4:38 PM
2	Dog access	9/14/2022 4:24 PM
3	there is enough	9/14/2022 4:13 PM
4	Roller/Ice rink	9/14/2022 2:15 PM
5	restaurants	9/12/2022 7:13 PM
6	organized activities(crafts, trips, etc....)	9/12/2022 6:59 PM
7	Golf	9/12/2022 6:46 PM
8	Mountain bike	9/12/2022 5:46 PM
9	Golf Course	9/5/2022 11:36 AM
10	We need Pickle Ball Courts	8/29/2022 12:49 PM
11	Dog park	8/26/2022 12:52 PM
12	Benches along walking trails and edges of open natural spaces	8/26/2022 12:48 AM
13	restrooms	8/25/2022 12:56 PM
14	Splash pad	8/24/2022 11:38 PM

White Lake Township Parks and Recreation Survey (2022)

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15	Splash pads/water parks for the kids.	8/23/2022 3:52 PM
16	Dog park	8/23/2022 3:52 PM
17	Community concerts	8/23/2022 3:41 PM
18	Dog park please!!!!!!	8/23/2022 2:30 PM
19	Pool	8/23/2022 2:17 PM
20	Dog parks	8/23/2022 1:57 PM
21	Wooded trails/Birdwatching	8/18/2022 12:15 PM
22	Dog park area	8/18/2022 10:28 AM
23	Dog Park	8/17/2022 8:40 AM
24	Gun Range	8/17/2022 6:41 AM
25	B	8/16/2022 10:08 PM
26	Golf driving range	8/16/2022 5:34 PM
27	Golf course	8/16/2022 3:18 PM
28	I don't have any issue with the way the parks are. Let's not over-develop them.	8/16/2022 2:44 PM
29	Beach facilities	8/16/2022 1:43 PM
30	Beach	8/16/2022 12:31 PM
31	Sidewalks along all roads to make the township walkable	8/16/2022 12:00 PM
32	golf	8/16/2022 11:57 AM
33	Baach, Fishing	8/16/2022 11:30 AM
34	Things for my grandkids to enjoy	8/16/2022 9:13 AM
35	Mountain biking single track	8/16/2022 9:07 AM
36	Dog park with large open area	8/16/2022 8:20 AM
37	Dog parks	8/16/2022 8:09 AM
38	Equine Staging Area and camping	8/16/2022 7:47 AM
39	Beach, gaga pits, modern clean restrooms	8/16/2022 7:27 AM
40	Sand volleyball courts	8/16/2022 6:30 AM
41	Safe connector trails/paths that connect to other parks	8/15/2022 11:51 PM
42	Camping	8/15/2022 11:42 PM
43	Sidewalks especially along main roads to and from the high schools	8/15/2022 11:22 PM
44	Community pool	8/15/2022 10:56 PM
45	Dog park	8/15/2022 10:55 PM
46	Nature Centers	8/15/2022 10:33 PM
47	Dog park	8/15/2022 9:16 PM
48	Swimming	8/15/2022 9:02 PM
49	Public beach	8/15/2022 8:50 PM
50	We need a disc golf course ☺	8/15/2022 8:43 PM
51	Camping	8/15/2022 7:39 PM
52	Beach	8/15/2022 7:03 PM

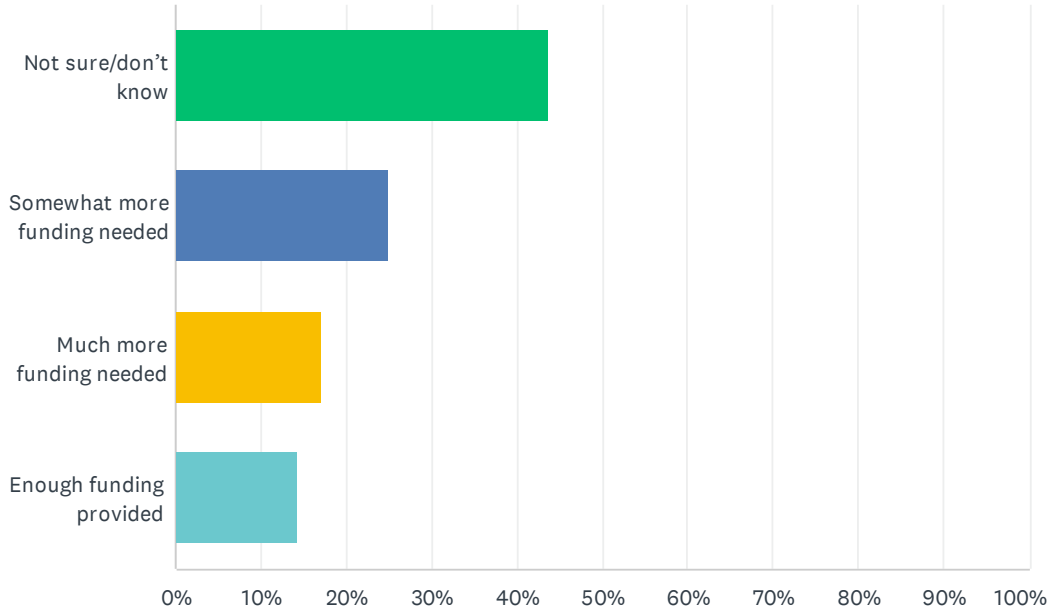
White Lake Township Parks and Recreation Survey (2022)

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53	Water feature	8/15/2022 5:52 PM
54	Snowmobile atv trails	8/15/2022 5:49 PM
55	DOG PARK!!! (Disipointed this is not even a option on the list?? When this has been in the top 5 during the last two Parks & Rec. public workshops.	8/15/2022 5:36 PM
56	Dog park	8/15/2022 5:32 PM
57	Restrooms	8/15/2022 5:27 PM
58	Golf	8/15/2022 4:53 PM
59	Splash pad	8/15/2022 4:52 PM
60	Dog park	8/15/2022 4:49 PM
61	Splash pad	8/15/2022 4:46 PM
62	Dog park	8/15/2022 4:41 PM
63	Dog run	8/15/2022 4:41 PM
64	Dog park	8/15/2022 4:33 PM
65	restrooms	8/15/2022 4:32 PM
66	Drove down access for Stanley Park. Having knee issues it's not handicap accessible	8/15/2022 1:10 PM
67	Mountain bike specifically	8/15/2022 11:53 AM
68	Porta Jon at Bloomer!	8/15/2022 11:51 AM

Q5 Do you think that current park facilities and programs in the Township have enough funding, or, do you think that more funding is needed?

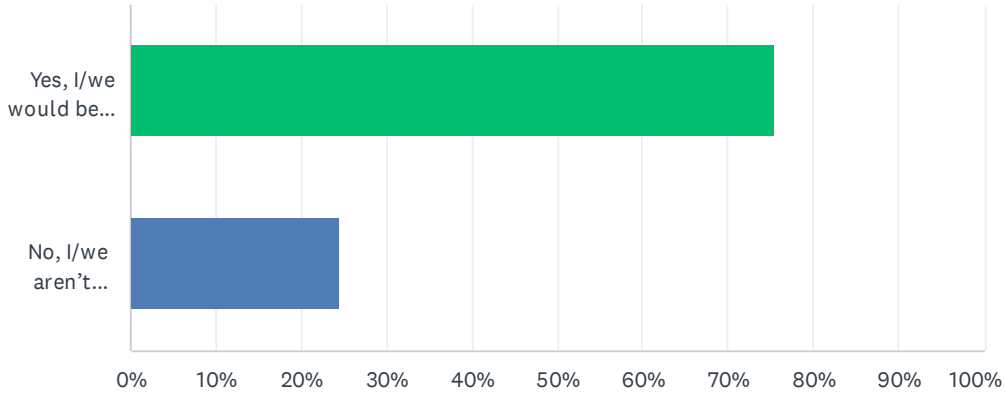
Answered: 436 Skipped: 7



ANSWER CHOICES	RESPONSES	
Not sure/don't know	43.81%	191
Somewhat more funding needed	25.00%	109
Much more funding needed	16.97%	74
Enough funding provided	14.22%	62
TOTAL		436

Q6 White Lake Township has held a few Special Events every year such as concerts, Family Fun Day, Fisk Farm Festival, Trunk-or-Treat, Tree Lighting, etc. Are these types of events of interest to you/your household?

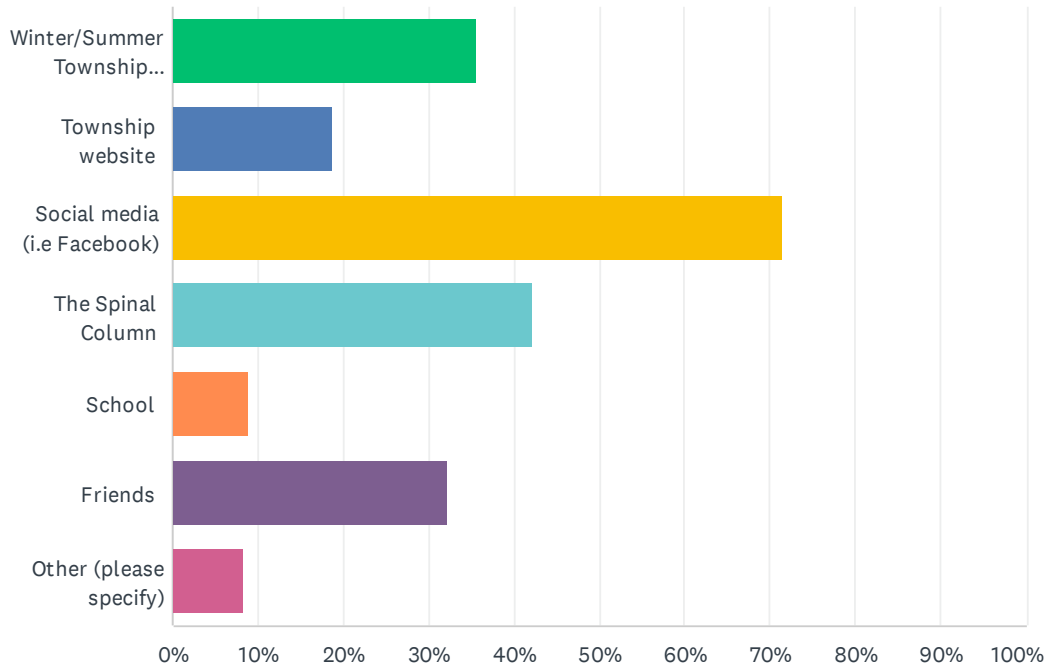
Answered: 431 Skipped: 12



ANSWER CHOICES	RESPONSES	
Yes, I/we would be interested in attending Special Events	75.41%	325
No, I/we aren't interested in attending Special Events	24.59%	106
TOTAL		431

Q7 Where does your household find out about things going on in the Township? Check all that apply

Answered: 438 Skipped: 5



ANSWER CHOICES	RESPONSES
Winter/Summer Township Newsletter	35.62% 156
Township website	18.72% 82
Social media (i.e Facebook)	71.46% 313
The Spinal Column	42.24% 185
School	8.90% 39
Friends	32.19% 141
Other (please specify)	8.22% 36
Total Respondents: 438	

#	OTHER (PLEASE SPECIFY)	DATE
1	I am a member of the WLHS and we host many of events you mention, therefore I'm helping promote them.	9/14/2022 8:26 PM
2	Monthly Parks & Rec meetings; WLtwp monthly meetings	9/13/2022 8:25 PM
3	the Senior center	9/12/2022 7:06 PM
4	flyers at the Senior center.	9/12/2022 6:59 PM
5	at the senior center	9/12/2022 6:51 PM

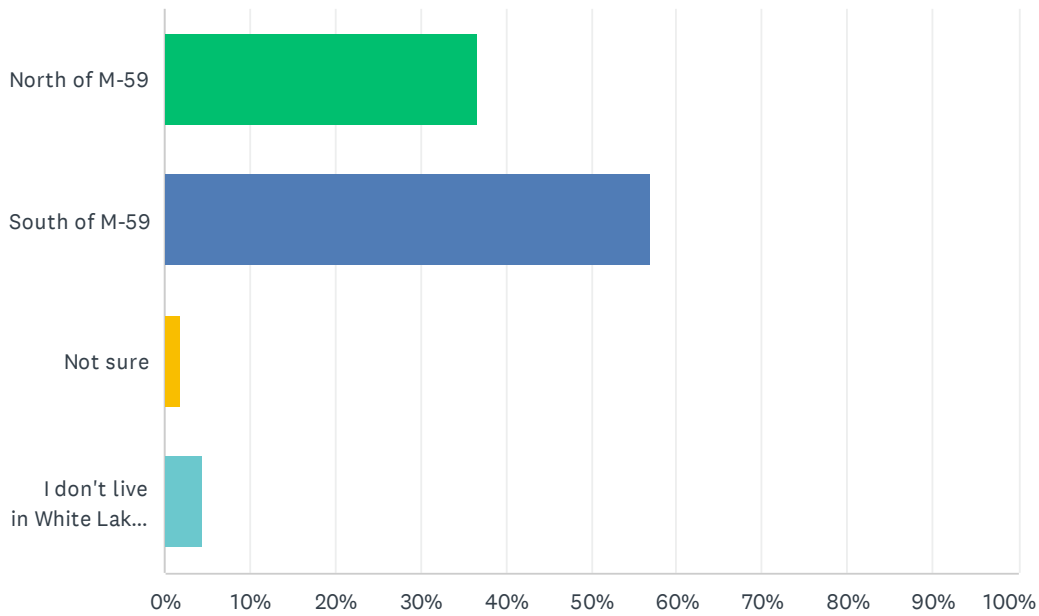
White Lake Township Parks and Recreation Survey (2022)

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6	the Senior center	9/12/2022 6:31 PM
7	classes at the Dublin Senior center- we talk	9/12/2022 6:31 PM
8	flyers at the Senior center.	9/12/2022 6:24 PM
9	I work for the TWP.	9/12/2022 5:54 PM
10	We do not know what is happening in White Lake.	9/6/2022 9:10 PM
11	Local equestrian club	8/26/2022 2:19 PM
12	From Homeonwers Assocaition	8/20/2022 8:57 AM
13	radio	8/19/2022 11:14 AM
14	Email	8/17/2022 9:37 PM
15	We don't really see news.	8/17/2022 8:42 AM
16	neighbors website	8/17/2022 7:28 AM
17	Library	8/17/2022 5:48 AM
18	BMX bike area	8/16/2022 10:08 PM
19	Signs	8/16/2022 12:31 PM
20	facebook	8/16/2022 11:52 AM
21	Facebook	8/16/2022 11:19 AM
22	Library	8/16/2022 10:58 AM
23	We need more info, newsletter....	8/16/2022 9:27 AM
24	Library	8/16/2022 9:12 AM
25	Posted signs on M59	8/16/2022 8:52 AM
26	Township sign in front of two office	8/16/2022 7:32 AM
27	Library	8/15/2022 10:45 PM
28	Sign in front of township offices	8/15/2022 10:02 PM
29	Library newsletter	8/15/2022 7:55 PM
30	Sign in front of police station	8/15/2022 7:39 PM
31	Twp. newsletter is nothing more than a free mailing for the elected officials.	8/15/2022 5:36 PM
32	Facebook	8/15/2022 5:08 PM
33	The library	8/15/2022 5:03 PM
34	Not enough communication is sent out!	8/15/2022 1:10 PM
35	Haven't heard of them	8/15/2022 11:53 AM
36	Email from Township, and Township meeting attendance	8/15/2022 10:34 AM

Q8 Do you live north of M-59 or south of M-59 in White Lake Township?

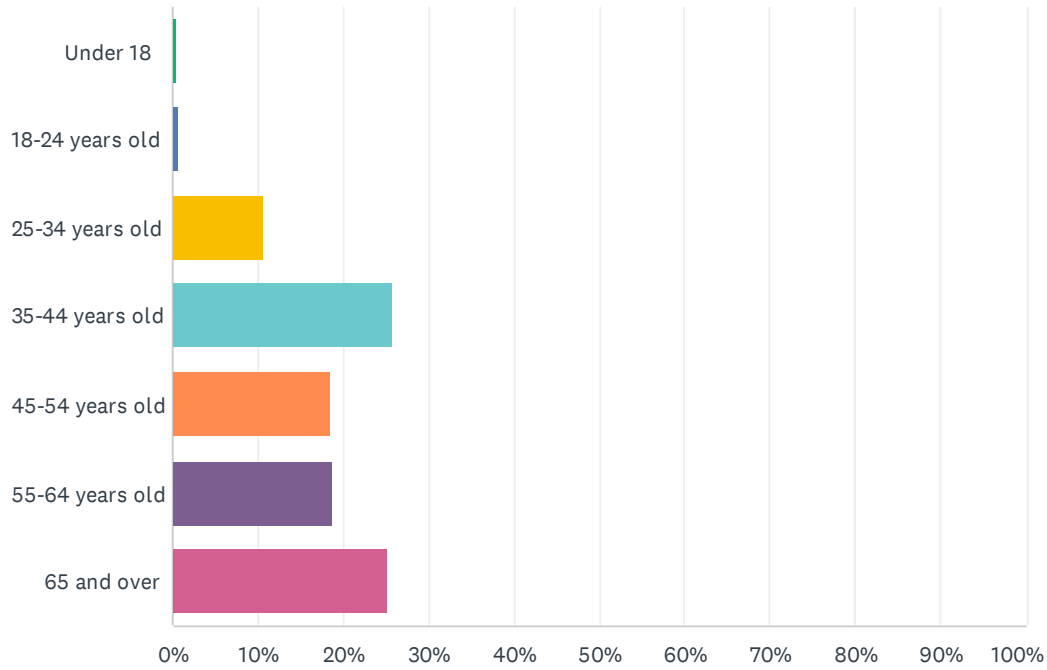
Answered: 439 Skipped: 4



ANSWER CHOICES	RESPONSES	
North of M-59	36.67%	161
South of M-59	56.95%	250
Not sure	1.82%	8
I don't live in White Lake Township	4.56%	20
TOTAL		439

Q9 What is your age?

Answered: 442 Skipped: 1



ANSWER CHOICES	RESPONSES	
Under 18	0.45%	2
18-24 years old	0.68%	3
25-34 years old	10.63%	47
35-44 years old	25.79%	114
45-54 years old	18.55%	82
55-64 years old	18.78%	83
65 and over	25.11%	111
TOTAL		442

Q10 Please make any additional comments that you think would be helpful.

Answered: 142 Skipped: 301

#	RESPONSES	DATE
1	Don't charge for the Metroparks.	9/15/2022 10:43 AM
2	Keep as many green spaces as possible. Getting too many strip malls that are now empty. White Lake is losing its rural feel.	9/15/2022 6:45 AM
3	Need better sidewalk solutions so that the family can ride their bikes to/from the park. Parks are great, but we have to drive to/from because of lack of sidewalks or lack of properly maintained sidewalks (i.e. bridge between Sunset & Firestation.	9/14/2022 5:46 PM
4	Safe walking/running paths would be nice, a roller hockey rink that is kept up would be great since there are a lot of local kids who play, and things geared towards tween/teens instead of focusing on playgrounds, older kids need something to do in this area.	9/14/2022 2:15 PM
5	Better bathroom facilities (Hide the port-a-potty) and hand cleaning would be nice.	9/13/2022 8:25 PM
6	More activities, restaurants, shopping, etc.	9/12/2022 7:13 PM
7	there should be welcome packets to new residents with all this in it.	9/12/2022 7:06 PM
8	programs at the Dublin center are great, love to see more	9/12/2022 6:59 PM
9	park for handy capped people	9/12/2022 6:45 PM
10	I have been to White Lake, living and visiting for two years and I am enjoying the parks and the general.	9/12/2022 6:42 PM
11	Dublin Community Senior center is an excellent center full of great people and activities! Love the trail around in the back of the center as well.	9/12/2022 6:31 PM
12	We need a larger senior center	9/12/2022 6:24 PM
13	Get with Alpine and create bike/hike trail system in that area	9/12/2022 5:41 PM
14	Many of my neighbors do not know about this survey or what the plan (or even what) for Stanley Park is.	9/9/2022 3:26 PM
15	Mailing on what events are happening in the area would be great. Not much of a newspaper reader if it is i. The spinal column	9/9/2022 7:25 AM
16	Some of the areas in Hawley park are not well maintained since the new landscaping company took over. Flower area around the flag is completely overgrown.	8/29/2022 8:55 AM
17	It would be wonderful to have sidewalks along Bogie Lake road.	8/28/2022 3:18 PM
18	We love the natural feel of the parks in White Lake. We love the walking trails and views of the lakes.	8/27/2022 8:00 AM
19	Moved to White Lake for equestrian property and available trail options, would like to see safe riding options preserved for the next generation.	8/26/2022 2:19 PM
20	A pamphlet with park locations, description of activities, trail map, facilities, and hours of operations would be nice	8/26/2022 12:48 AM
21	Clean restrooms	8/25/2022 12:56 PM
22	Single track mountain bike trails in addition to paved/limestone trails would be nice	8/23/2022 8:41 PM
23	Most White Lake staff members are helpful and pleasant. The parks need more staffing and programming. More access to bodies of water too. I like the pet waste stations.	8/23/2022 4:36 PM

White Lake Township Parks and Recreation Survey (2022)

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24	Excited to check out the parks now that i live here.	8/23/2022 3:55 PM
25	I love the current situation in White lake, my children and I frequently visit the white lake parks. Indian springs being our favorite.	8/23/2022 3:55 PM
26	We would visit the township parks a lot more if we had walking/biking trails along major roadways to get to the parks (ie. Bogie Lake Road, Elizabeth Lake Road, Oxbow Lake Road, etc.)	8/23/2022 2:27 PM
27	Would love to have a lazy river/water slides or toboggan run added locally. Also some fun playground equipment like at Scarlett's playground in commerce.	8/23/2022 1:50 PM
28	Just moved to White Lake from West Bloomfield and we're still using park facilities in other municipalities to entertain our 2 year old son. I wish there were more kid friendly spaces in White Lake. Scarlet's Park, Hess Hathaway and even the play area next to the Commerce Library are lovely.	8/22/2022 12:02 PM
29	With grandkids, a nice playground closer by would be nice. Unfortunately Hawley and Indian Springs need to be updated.	8/19/2022 7:09 AM
30	More playgrounds	8/18/2022 8:20 PM
31	I do not feel the township needs to offer anymore amenities. I enjoy the state parks that We are lucky to have and already pay taxes on. All residents already have plenty of amenities	8/18/2022 8:11 PM
32	We use many white lake parks on literally a daily basis!	8/18/2022 7:32 PM
33	I just believe we need a dog park in this area.	8/18/2022 10:28 AM
34	Highland camp needs the pavilion finished. The lumber has been sitting in the field for years. That has to be a lot of money being wasted if not assembled.	8/17/2022 10:23 PM
35	Highland Rec needs a bigger horse staging area	8/17/2022 4:30 PM
36	The Township does not enforce park rules and allows dogs to run at large in the parks. The Township receives more than enough funding for parks and recreation. Taxpayers should not be burdened with more taxes for government provided recreation. If a resident wants "recreation", they should pay for it themselves.	8/17/2022 2:59 PM
37	The Sidewalks that run along side of M59 are atrocious, unkept, and dangerous. Waterford, Highland, Hartland all have better sidewalks along M59.	8/17/2022 2:23 PM
38	Bike / walking trails throughout the township would be greatly appreciated. Would be nice to be able to walk or ride without having to ride on the roads.	8/17/2022 12:49 PM
39	Thank you for all you do!	8/17/2022 8:42 AM
40	When I lived in Waukesha County near Milwaukee, dog parks where everywhere. I had two less then 8 miles from where I lived.	8/17/2022 8:40 AM
41	drive down kayak launches where available.....some kayaks are heavy and its not easy to carry or wheel to launch areas	8/17/2022 8:30 AM
42	The parks give us the opportunity to refresh our state of mind to realize the important part nature plays in our day to day lives.	8/17/2022 7:28 AM
43	Need more horse safety signs. Too many of us are getting hurt. Thank you	8/17/2022 7:15 AM
44	Would love to see facilities programs of interest to teens. We use Huron valley parks/rec for their great programs, but would love to stay closer to WL if decent options offered.	8/17/2022 5:48 AM
45	Have been taking care of my mom in Royal Oak for the last 3 years, so I don't get to spend much time at home, enjoying the parks	8/17/2022 12:30 AM
46	White Lake offers the best parks for horseback riding, I sure hope WhiteLake considers the needs of the people who live in the area with horses.	8/16/2022 10:27 PM
47	We need bike paths in this township- we live close to the library, Stanley park, etc. but my kids are not safe to bike or walk there. It's a huge miss for White Lake!	8/16/2022 9:25 PM
48	play structure needed at Hidden Pines Park	8/16/2022 9:17 PM

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49	need more horse back riding trails and equestrian camping facilities should be open for camping later in the year	8/16/2022 8:28 PM
50	Please don't over build natural areas of White Lake. It's ok to have some area undeveloped to keep the natural beauty of the township.	8/16/2022 8:33 PM
51	Pontiac equine parking is very hard to see from road and very small area for parking	8/16/2022 8:20 PM
52	Would love to see sidewalks on cedar island rd	8/16/2022 7:43 PM
53	I think Stanley Park has a lot of potential and look forward to it's development.	8/16/2022 7:08 PM
54	Please keep horse trails!! So important to many	8/16/2022 6:25 PM
55	We notice that White Lake Parks have LOTS of room for pickleball courts!	8/16/2022 6:20 PM
56	Never put Basketball courts in /around people's home. I am sick and tired of the noise of the balls behind my home. I used to enjoy my backyard. Not any more. Please move the courts out of Hawley park. It's right behind our home. Whoever thought that was a good idea should have their heads examined.	8/16/2022 5:58 PM
57	There should be a trail/bike path along White Lake Rd in the utility easement to get to the parks and for bikes to safely travel	8/16/2022 5:17 PM
58	Walking paths needed to and from school complex	8/16/2022 5:02 PM
59	I welcome the idea of new township parks/facilities. However, I do not like the idea of destroying or rezoning of current natural areas to create additional housing areas or homes. I like the idea of creating additional hiking/bike trails, or smaller recreational areas such as sports fields/courts. I do not think White Lake Township should look to remove natural areas for additional housing.	8/16/2022 4:20 PM
60	I would most love to see sidewalks/bike paths along Elizabeth Lake Road and Union Lake Road. I would love to be able to bike from my house to the library area.	8/16/2022 2:23 PM
61	Please post No Camping/No Long Term Parking signage and enforce.	8/16/2022 1:32 PM
62	Need new horse staging area and campground in Highland Recreation area.	8/16/2022 12:34 PM
63	Don't raise tax	8/16/2022 12:31 PM
64	The township is being overdeveloped regarding housing. Every piece of land is turning into some type of housing. We need sewers wherever possible. Septic tanks are failing all around me.	8/16/2022 12:27 PM
65	It's an embarrassment that our k-12 schools do not have potable water. Amazing anyone would move here given that fact.	8/16/2022 12:00 PM
66	Horse trails are a priority. We need more before the land is designated for other uses.	8/16/2022 11:52 AM
67	Curious about the trails/side paths along M59. Are you talking about the overgrown, crumbly, dangerous (from the high-speed drivers) 'bike paths' along M59?	8/16/2022 11:25 AM
68	We need to keep green space and stop developing every free piece of land. People live here for a more rural feel, not a big busy city. And please, noose fast food, if anything it would be nice to have a nicer restaurant or a Trader Joe's or specialty grocery store.	8/16/2022 11:04 AM
69	Highland recreation needs its own equestrian staging area, and campground... its dangerous for horses camping during nonhorse events with regular campers. And the staging area needs more room	8/16/2022 10:42 AM
70	Looking forward to our civic center development and all the activities that will bring for residents	8/16/2022 10:37 AM
71	I think I'm general more walking/biking paths around white lake. Elizabeth Lake Road near library and down oxbow and down bogey lake road would be beneficial.	8/16/2022 10:17 AM
72	Protect Horse trails and enlarge staging area	8/16/2022 9:03 AM
73	I wish there was more that involved families with children I find we often go to commerce/novi/Livonia for fun events. White lake puts on great events when we have them we just don't have them often enough. It's great to be able to meet other local families and	8/16/2022 8:52 AM

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connect with our community. I wish we had better play areas for kids now and as they grow with actives to do to keep them out of trouble and keep the community clean. Basketball courts, canoeing, tennis would be great if they were not all additional cost like they are more thru programs & school.

74	Better staging areas for horse riders, easier access for trailers, more water stations for day time riders who don't have the means to transport large amounts of water.	8/16/2022 8:39 AM
75	A new staging area at highland recreation with no asphalt	8/16/2022 8:24 AM
76	Need large dog park similar to Orion Oaks	8/16/2022 8:20 AM
77	More sidewalks in white lake	8/16/2022 8:12 AM
78	Sidewalks would be great. Especially by Lakeland HS for safety and running/walking. Concerts in the park would be fun but with more lively bands like Milford. What we have at Hess seems like it is geared for little kids or seniors.	8/16/2022 8:09 AM
79	Mountain biking and gravel/road cycling is very important to our family. We use the parks which have cycling trails and paths multiple times a week. A safe path from Highland State Rec to Pontiac Lake State Rec is very important and is helpful to all those who even just walk along the highway. A sidewalk full of road debris literally next to the highway with no barriers is not a safe path. Connecting communities and neighborhoods with safe paths is vital to the health and growth of a town. Please look at the Bentonville to Fayetteville, Arkansas greenway as an example. Besides their hundreds miles of mountain bike trails, their communities are connected safely and their home values have tripled in the last decade.	8/16/2022 7:52 AM
80	Our family are avid Mt bikers. I think developing more parks and trails in white lake is very important.	8/16/2022 7:48 AM
81	Safe passage between parks would be great.	8/16/2022 7:32 AM
82	More parks with updated playgrounds would be great. Hawley play structure is near unusable. It needs updated very badly.	8/16/2022 7:16 AM
83	For safety reasons the Highland rec needs a new staging area for the horses	8/16/2022 7:07 AM
84	Family of 5 with 3 kids. Love to see more from the parks BUT not sure we can afford to at this time. Times are tight and our home taxes are high (for the area as we've been told more than a few times by tax professionals).	8/16/2022 6:30 AM
85	We live between two very well know mountain bike trails (Pontiac Lake & Highland Rec) and the fact that you cannot safely ride from one to the other is doing our community a disservice. Teggerdine is far to dangerous for a hiker/biker to travel on. Imagine if walking/biking trails connected us to Clarkston, Commerce (Hickory Glenn) & to Milford. Now that would be amazing! I love seeing all of the people walking along Commerce Rd by the library or in Milford but we are unable to do that here in WLT. The paths along side M59 are embarrassing and have never used them. They are overgrown with vegetation, covered with debris & beyond neglected. It doesn't exactly project a good first impression of our community.	8/15/2022 11:51 PM
86	Sidewalks are important To my family as we would like to walk, run and bike to other locations from our house. I also have 3 kids who will be able to walk to their high school but there are currently not side walks. This is not safe and needs to be addressed with the growing community!	8/15/2022 11:22 PM
87	White Lake needs a community pool, not another spray n play!	8/15/2022 10:56 PM
88	I think sidewalks on Bogie Lake Road, especially between Lakeland high school and Walled Lake northern high school, would be very beneficial. The high school kids use that road for running cross country and track all the time. The sidewalks would make it much safer for them.	8/15/2022 10:55 PM
89	Would love a local dog park- would be willing to pay extra (yearly fee?) to be able to access a dog park. Not sure I am aware of the White Lake parks and what is offered . Always aware of what the Library offers - maybe piggyback with their communication ?	8/15/2022 10:55 PM
90	I didn't know of half of the township parks, let alone where they are located. I will check for a map on the township website.	8/15/2022 10:45 PM
91	Please don't over-develop any of them.	8/15/2022 10:41 PM

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92	I think our parks are well maintained and beautiful places to visit.	8/15/2022 10:33 PM
93	We de	8/15/2022 10:02 PM
94	Please consider sidewalks on Bogie Lake Road. It would be great to connect all the way to Lakeland. We are a big running, walking, biking community and sidewalks for all of these neighborhoods to access seems like a safe idea. I live off of Bogie Lake and Cedar Island and I hate that kids are walking a narrow dirt road to and from school. Sidewalks are a safer option for all.	8/15/2022 9:41 PM
95	Definitely need a playground and skate park for these kids	8/15/2022 9:24 PM
96	None	8/15/2022 9:16 PM
97	We really enjoy the parks that offer playgrounds and have been really happy with our experiences!	8/15/2022 8:58 PM
98	Please please please let's get a disc golf course! I have so much help for free! Loryn Fabrick 2488964045	8/15/2022 8:43 PM
99	I think the addition of sidewalks along Bogie Lake Rd would be wonderful. My children attend the schools at the Lakeland campus.	8/15/2022 8:19 PM
100	We love our local parks ... it was what made us build in this area 14 years ago.	8/15/2022 8:11 PM
101	Would love to see swings at Vetter park	8/15/2022 8:09 PM
102	I'm not sure what my age has to do with the survey bc my whole family's ages is why we do many events etc. sidewalks down Boogie lk would be the best to connect near by subdivisions and schools.	8/15/2022 7:55 PM
103	My family really enjoys attending community events. We use to live in Oakland Township and miss the events they would hold.	8/15/2022 7:51 PM
104	We love to see natural spaces preserved and utilized by residents.	8/15/2022 7:49 PM
105	Please don't over build White Lake. One of the reasons we love living here is because it is not built up like neighboring communities.	8/15/2022 7:48 PM
106	White lake doesn't seem to have very many kid/family friendly parks. We use other community parks for hiking, fishing, biking, and playgrounds, splash pads. It would be nice to have something in our own community.	8/15/2022 7:41 PM
107	A dog park would be awesome too!!	8/15/2022 7:39 PM
108	We would love more sidewalks on our streets to be able to walk and ride our bikes to mire places. Especially along Bogie and sidewalks all the way down 59.	8/15/2022 7:22 PM
109	Four season, well marked trails in natural forests are our favorites, as well as playgrounds with danger elements (12 and 5 year old in the house).	8/15/2022 7:20 PM
110	We need more sidewalks	8/15/2022 7:11 PM
111	Please fix Stanley park with swimmable beach, trails	8/15/2022 7:03 PM
112	We desperately need connecting sidewalks! We live in Autumn Glen and would love to bike or walk to school, stores, library etc but cannot bc we have no connecting sidewalks. This is an outdoor community we should not build business and neighborhoods with sidewalks leading in or out that do not connect to other things. Union lake and Williams lake are a death trap without sidewalks!!	8/15/2022 7:03 PM
113	Would like running and biking paths along Bogie and Cooley.	8/15/2022 7:02 PM
114	We would really like to see a developed parks and rec program with offerings similar to Waterford Township.	8/15/2022 6:52 PM
115	We would love to have a dog park space with natural shade, water, and swimming access. Orion Oaks Dog Park is a grand space our community could take ideas from. Do not copy Milford Dog Park.	8/15/2022 6:40 PM
116	Side walks and street lights	8/15/2022 6:23 PM

White Lake Township Parks and Recreation Survey (2022)

Section 9, Item B.

117	We work in White Lake and live JUST south of the white lake/Commerce border. Commerce has so many trail options for biking and running. I would love to see White Lake add some options. A sidewalk connecting Lakeland and Northern would be a dream.	8/15/2022 5:57 PM
118	I think it would be really important for there to be a sidewalk down bogie lake road. There are many students between Lakeland and northern. I have see a lot of kids walking the road and they need a space to walk. A few years back a Cc runner from Lakeland was hit by a car right outside Lakeland. This community needs to suppprt being a biking/running:walking community	8/15/2022 5:57 PM
119	Would be nice to have a snowmobile/atv seasonal trail system	8/15/2022 5:49 PM
120	Website is dated and hard to use when the township website is actually up and working. (I haven't been able to access it for months)	8/15/2022 5:46 PM
121	Parks & Rec committee needs "new blood!" They're super boring! Township shouldn't perpetrate that they are hosting events that actually hardworking volunteers/residents are doing. For example the Historical Society events or the tree lighting (residents want to do that without the Supervisor pretending he did it). Parks & Rec should host their own original new events.	8/15/2022 5:36 PM
122	Should have bathrooms at all the parks, need to promote the events and parks more/ better - need paths to get to the parks and in the area	8/15/2022 5:22 PM
123	They have restricted hours for using indoor walking track at Lakeland. Seniors need this especially in the winter. It was a God send to us. So many people our age used that.	8/15/2022 5:06 PM
124	I would love more walking/biking trails throughout the township	8/15/2022 5:02 PM
125	If I had to choose between more commercial development and houses and more parks, I would pick parks. We don't have the street infrastructure to support more houses! Traffic is terrible and the grocery stores can't keep up! You should have plenty of millage money to support parks, fire/police, library and etc with all these new developments. You are turning the White Lake M59 corridor into Waterford and it needs to stop!	8/15/2022 4:55 PM
126	I use Highland Rec, most days, love nature.	8/15/2022 4:53 PM
127	Would love to see more family friendly events	8/15/2022 4:52 PM
128	People gather in dog parks	8/15/2022 4:49 PM
129	Would love to see the township look into adding disc golf to some of the parks. It's great exercise and something all ages can do. Even 9-hole courses would get use (like Gilbert Willis Park in Wixom)	8/15/2022 4:46 PM
130	Would love to see dedicated bike paths that possibly connect the State Parks and Indian Springs...keeping bikers off the roadways would be so much safer! Would ultimately love to see some way to connect White Lake to the amazing trail system in Commerce, Milford! Check out the Paint Creek trail that runs from Rochester to Lake Orion, it would be a model I would definitely follow!	8/15/2022 4:37 PM
131	Bigger playgrounds with more climbing structures for older kids.	8/15/2022 4:36 PM
132	Please try to keep more natural beauty instead of chopping a bunch of trees down for an underutilized area.	8/15/2022 4:35 PM
133	We need a good dog park	8/15/2022 4:33 PM
134	Love Teeple Lake Beach!!	8/15/2022 4:29 PM
135	Our family would like to see more family gathering events, updated playground equipment, and open areas for dog runs would be nice.	8/15/2022 4:27 PM
136	We really appreciate the picnic tables in Stanley Park and hope your he kayak/canoe launch and a small playground could be placed there soon. Can more sand please be added to the sandbox at Harley Park—it has been very low for the last 3 years.	8/15/2022 3:53 PM
137	I think that a major way that White Lake could improve its recreational offerings is to connect recreation areas with safe sidewalks and bike paths. For example, hawley Park has a nice path, but it;s so small. But building safe connections between Hawley Park, Highland Rec., the new park by the library, etc. would be a major benefit for community members to make the most of hte recreational spaces. Just making the current parks more safely accessible from	8/15/2022 2:31 PM

White Lake Township Parks and Recreation Survey (2022)

Section 9, Item B.

many locations in the area would be a huge improvement since we lack safe sidewalks in most of the area.

138	We really need to connect our parks. For example, those of us south of 59 have no safe way to get to Pontiac Lake and/or Indian Springs by bike. Because of the lack of sidewalks in White Lake, some other type of safe connect path is needed.	8/15/2022 1:38 PM
139	See above! Please open the drive down access for kayaking at Stanley Park.	8/15/2022 1:10 PM
140	Interest in parks is welcoming.	8/15/2022 12:41 PM
141	Restroom/ porta Jon facilities	8/15/2022 11:51 AM
142	There needs to be more entertaining playground features. Also, maintained clean bathroom facilities that are located near a play area instead of dirty portable bathrooms with no way to clean hands are definitely needed.	8/15/2022 10:46 AM



**WHITE LAKE TOWNSHIP
PARKS & RECREATION
MASTER PLAN
2023-2027**

**WHITE LAKE TOWNSHIP
PARKS AND RECREATION COMMITTEE**

White Lake Township Hall, 7525 Highland, White Lake, MI 48383
January 11, 2023 @ 7:00 p.m.

Vice-Chairperson Deren called the regular meeting to order at 7:00 p.m. and led the Pledge of Allegiance. Roll was called.

ROLL CALL: Andrea Voorheis, Township Board Liaison
Kathleen Aseltyne
Rhonda Grubb
Deb Deren, Vice-Chair

Absent: Merrie Carlock, Chair

Also Present: Justin Quagliata, Staff Planner
Sherri Barber, Recording Secretary

APPROVAL OF AGENDA:

Member Aseltyne moved to approve the agenda as presented. Trustee Voorheis supported and the MOTION CARRIED with a voice vote, 4 yes votes.

APPROVAL OF MINUTES:

Member Grubb moved to approve the minutes of December 14, 2022 as presented. Member Aseltyne supported and the MOTION CARRIED with a voice vote, 4 yes votes.

PUBLIC COMMENT:

Randee Kushner (46 Croutty) noted she had conversations with Supervisor Kowall and Member Aseltyne. She had walked her dog for 19 years, and the last time she walked at Vetter Park, the fertilizer used smelled so strong she did not walk that day. She wanted to know if there was an organic treatment. She asked if grass was needed everywhere. She worried about chemicals reaching the Huron River watershed. Member Aseltyne noted the Committee had discussed this in the past.

NEW BUSINESS:

A. **Public Hearing - 5-Year Recreation Plan 2023-2027**

Staff Planner Quagliata noted there would be a brief presentation before the public hearing. The 5-Year Plan was a great tool to guide parks and recreation decision-making. The Plan followed the Michigan Department of Natural Resources (MDNR) guidelines. When approved, it would allow the Township to be eligible for grant funding from the State. The Plan could be amended during the 5-year timeframe.

Leah Groya (L. Groya Consulting) discussed the public input and planning processes. She stated if the Committee recommended approval, the Plan would be forwarded to the January 17 Township Board meeting for adoption.

Vice-Chair Deren opened the public hearing at 7:24 p.m.

Randee Kushner (46 Croutty) said she reviewed the plan and it was beautiful. She suggested for Stanley Park signage providing information on the first settlers in the area. She also noted the proposed parking lot at Stanley Park was too far from the lake for carrying canoes and kayaks.

Steve Woodard (953 Schuyler) said the change regarding the route into Stanley Park was an excellent preservation of the nature in the park. He said it was prudent to save the existing structure at Stanley Park.

The Earleys (5925 Pine Ridge Court) appreciated the survey input for the 5-Year Plan.

Vice-Chair Deren closed the public hearing at 7:28 p.m.

B. **Recommendation to Township Board - 5-Year Recreation Plan 2023-2027**

Trustee Voorheis motioned to recommended the White Lake Township Board approve the adoption of the Parks and Recreation Master Plan 2023-2027. Seconded by Member Aseltyne and the MOTION CARRIED with a voice vote, 4 yes votes.

OTHER BUSINESS:

A. **Election of Officers**

Staff Planner Quagliata stated the bylaws required a chair and vice-chair be elected at the first meeting of the year.

Motion by Member Grubb, seconded by Member Aseltyne to nominate Merrie Carlock as the Chairperson of the Parks and Recreation Committee. The MOTION CARRIED with a voice vote, 4 yes votes.

Motion by Member Aseltyne, seconded by Member Grubb to nominate Deb Deren as the Vice-Chairperson of the Parks and Recreation Committee. The MOTION CARRIED with a voice vote, 4 yes votes.

COMMUNICATIONS:

a. Staff Report

Staff Planner Quagliata reported once the 5-Year Recreation Plan was adopted it would be submitted to the State by February 1st. The Stanley Park Phase 1 site plan would be on the January 17 Township Board agenda. The proposed additions to the prohibited hunting areas (Township properties) would also be on the Township Board agenda. He was working on the Ralph C. Wilson, Jr. Foundation grant for the Triangle Trail.

b. Member Comments

Trustee Voorheis noted Nashville Detroit and the third Taco Bell were now open. She thanked Deb, Rhonda, and Kathy for continuing on the Committee; they were very appreciated.

Member Aselyne reported Kris Olsen from the Huron River Watershed Council contacted her about being available for the February meeting. Staff Planner Quagliata stated the meeting would be in person at the Annex, but Kris Olsen would be presenting via Zoom. Staff Planner Quagliata would try to make the Zoom available for residents not in attendance.

Member Grubb wished everyone a happy new year.

Member Deren thanked everyone who helped accomplish the 5-Year Recreation Plan update.

The meeting was adjourned at 7:45 p.m.

The next meeting is Wednesday, February 8, 2023 at 7:00 p.m.

WHITE LAKE TOWNSHIP TOWNSHIP BOARD

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO: Township Board

FROM: Justin Quagliata, Staff Planner

DATE: January 6, 2023

RE: Stanley Park Phase 1 Design

At its February 15, 2022 meeting the Township Board approved a proposal from Beckett & Raeder (BRI) to complete design and engineering services for Stanley Park Phase 1 development. At that time the Board required it approve the plans prior to commencement of construction documents. The plan set submitted is consistent with the improvements required to be completed per the Land and Water Conservation Fund (LWCF) grant approved by the State and Federal government. Also, the Board approved the improvements associated with the LWCF grant request in February 2021 prior to the April 2021 application submittal. At this time, Board approval of the plans is requested to allow BRI to proceed with preparing construction and bid documents, submit for EGLE and OCWRC permits, and submit construction documents to the Michigan Department of Natural Resources (MDNR) for review. Please note the project approval from the U.S. Fish and Wildlife Service (USFWS) requires tree preparation to take place prior to March 31.

Attachment

1. Stanley Park Phase 1 Improvement plans dated January 6, 2023.

STANLEY PARK IMPROVEMENTS

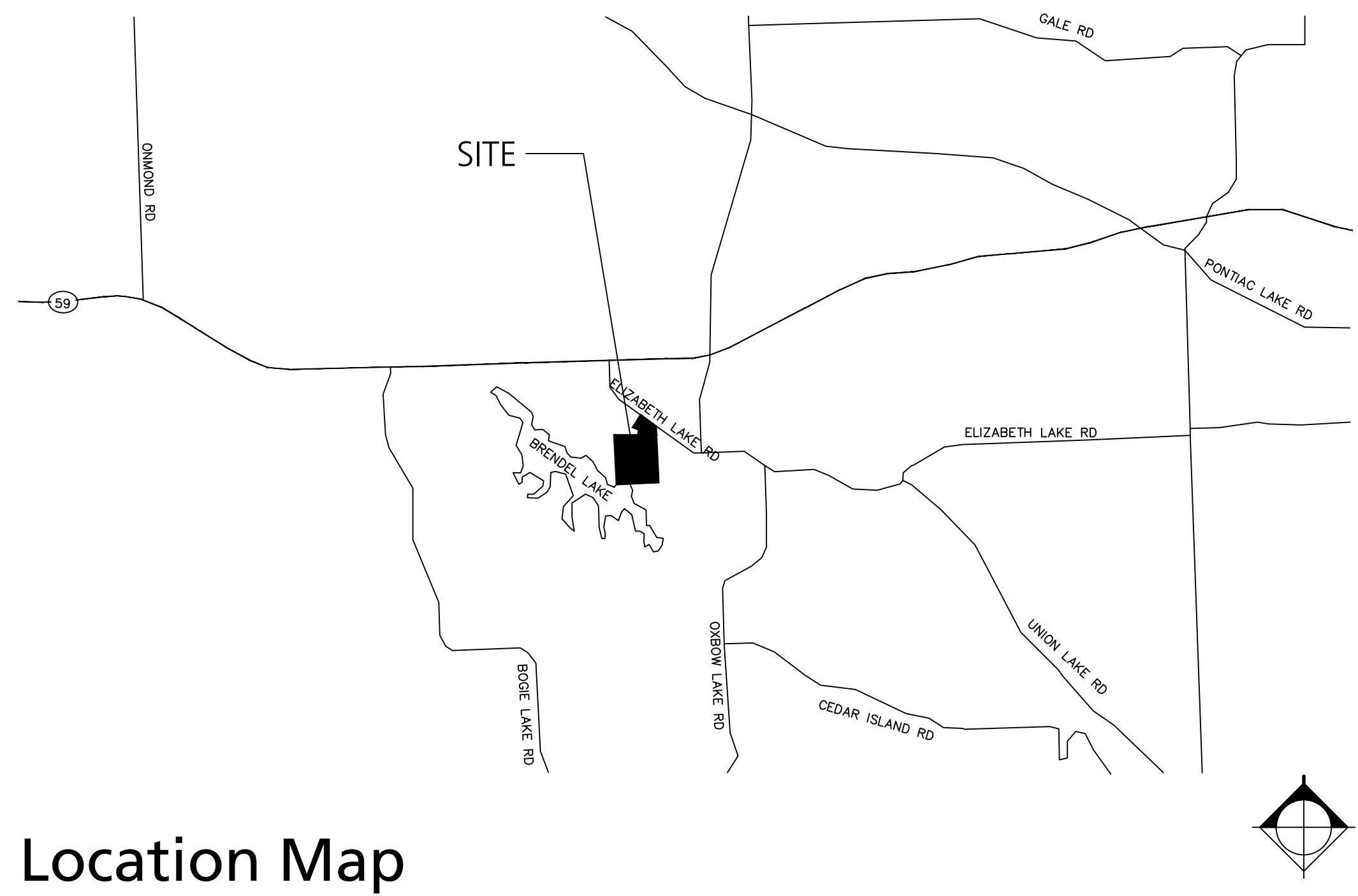
Date Issued: December 14, 2022

B R
Beckett & Raeder
Landscape Architecture
Planning, Engineering &
Environmental Services

DESIGN DEVELOPMENT

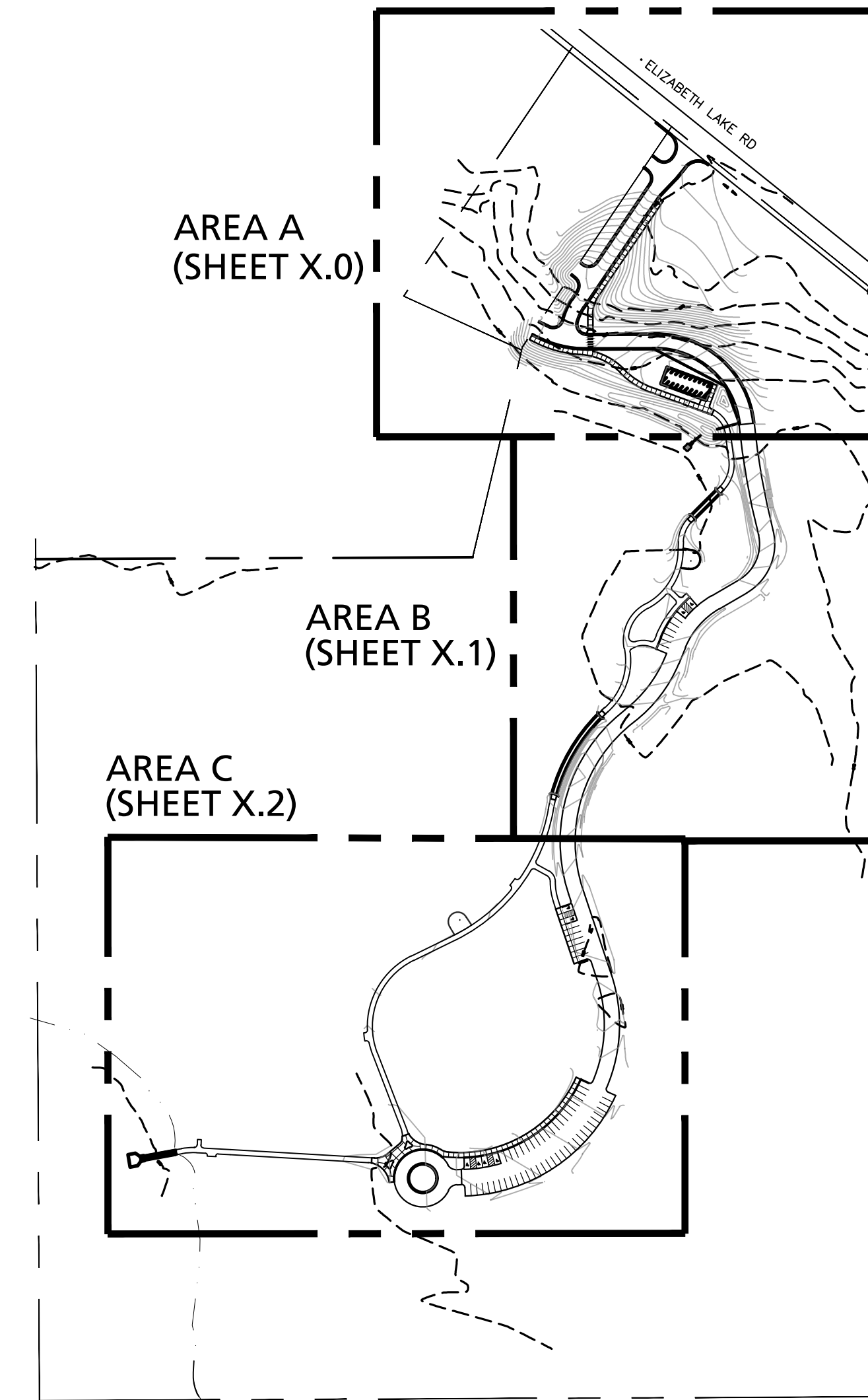
Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103
734.663.2622 ph
734.663.6759 fx

10785 Elizabeth Lake Rd, White Lake Township, Michigan



Location Map

No Scale



Key Map

No Scale

Sheet Index

C0.0	Cover Sheet	C4.2	Utility Plan
EC1.0	Existing Conditions Plan	C5.0	Storm Water Management Plan
EC1.1	Existing Conditions Plan	C5.1	Storm Water Management Plan
EC1.2	Existing Conditions Plan	C5.2	Storm Water Management Plan
C1.0	SESC & Demolition Plan	C5.0	Site Details
C1.1	SESC & Demolition Plan	C6.1	Site Details
C1.2	SESC & Demolition Plan	C6.2	Site Details
C2.0	Layout and Materials Plan	C6.3	Site Details
C2.1	Layout and Materials Plan	C6.4	Site Details
C2.2	Layout and Materials Plan	C6.5	Site Details
C3.0	Grading Plan	C7.0	Utilities Details
C3.1	Grading Plan	C7.1	Utilities Details
C3.2	Grading Plan	L1.0	Landscape Plan
C4.0	Utility Plan	L1.1	Landscape Plan
C4.1	Utility Plan	L1.2	Landscape Plan
		L2.0	Landscape Details

Consultant Team



Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103
734.663.2622 ph
734.663.6759 fx



Kem-Tec & Associates
22556 Gratiot Ave
Eastpointe, MI 48201
586.772.2222 ph
586.772.4048 fx



White Lake Charter Township
7525 Highland Rd
White Lake, MI 48383
248.698.3300 ph

Bid Alternates

- Alternate 1 - Add pathway/sidewalk connections north and west of remnant building
- Alternate 2 - Add two (2) 9-space parking areas (18 spaces total) in central area of park.
- Alternate 3 - Add timber bollards at roadway shoulders.
- Alternate 4 - Add exercise station in central area of park.

Miss Dig Notes

Contractor shall call Miss Dig (811) a minimum of three working days prior to start of construction, excluding weekends and holidays.

Abbreviations

- SESC - Soil Erosion and Sediment Control
- INV - Inverse Elevation
- TYP - Typical
- EX - Existing
- GV - Gate Valve
- O.C. - On Center
- CAL - Caliper
- LOD - Limit of Disturbance
- DIA - Diameter

Consultants

Seal

Project Title

White Lake Twp.
Stanley Park
Phase 1 Implementation

White Lake Township, MI

Sheet Title

Dates

Dates	Issued for
12.14.2022	DRAFT DESIGN DEVELOPMENT
1.6.2023	DESIGN DEVELOPMENT

Scale

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Drawn: MK, LDS
Checked: LDS, BB
Approved: BB

Project Number

2022024

Sheet Number

C0.0 COVER SHEET

Dates	Issued for
12.14.2022	DRAFT DESIGN DEVELOPMENT
1.6.2023	DESIGN DEVELOPMENT

Drawn: MK, LDS
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Approved: BB

EXISTING CONDITIONS NOTES

1. CONTRACTOR SHALL CALL MISS DIG (811) A MINIMUM OF THREE WORKING DAYS PRIOR TO START OF CONSTRUCTION.
2. CONTRACTOR SHALL INVESTIGATE EXTENT AND LOCATION OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR PROTECTION AND RESTORATION OF SAME IF DAMAGED AS A RESULT OF CONTRACTOR'S OPERATIONS.
3. CONTOUR INTERVAL SHOWN IS 1-FOOT.
4. CONTRACTOR SHALL VERIFY SHRUB LOCATIONS IN THE FIELD.

SURVEY PREPARED BY:

SURVEY PREPARED BY KEM-TEC & ASSOCIATES OF 22556 GRATIOT AVE, EASTPOINTE, MICHIGAN 48021 OF APRIL 27, 2022.

BENCHMARK NOTES

BM #4: BENCH TIE WITH SPIKE IN WEST FACE OF UTILITY POLE, LOCATED ON THE EAST SIDE OF ELIZABETH LAKE ROAD, +- 115' NORTH OF ENTRANCE DRIVE TO ST. JOSEPH SENIOR HOMES #10770. ELEV. =968.69'

BM #109: NAIL WITH BENCH TIE IN THE SOUTHWEST FACE OF UTILITY POLE ON THE NORTHEAST SIDE OF ELIZABETH LAKE ROAD, SOUTH OF OXBOW LAKE CHURCH PARKING LOT AS SHOWN ON WHITE LAKE MEJUR OFF-SITE SANITARY SEWER ENGINEERING PLANS PROVIDED FROM SPALDING DEDECKER ASSOCIATES, INC. ELEV. =981.02'

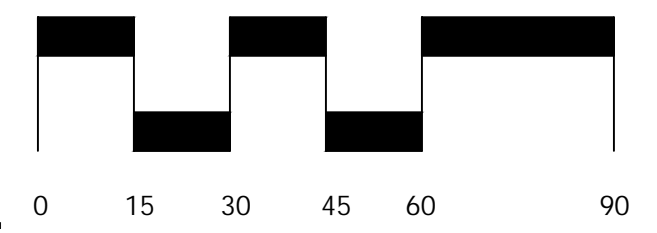
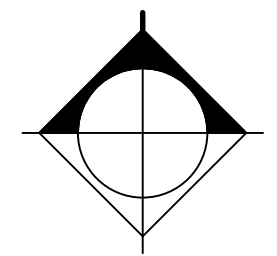
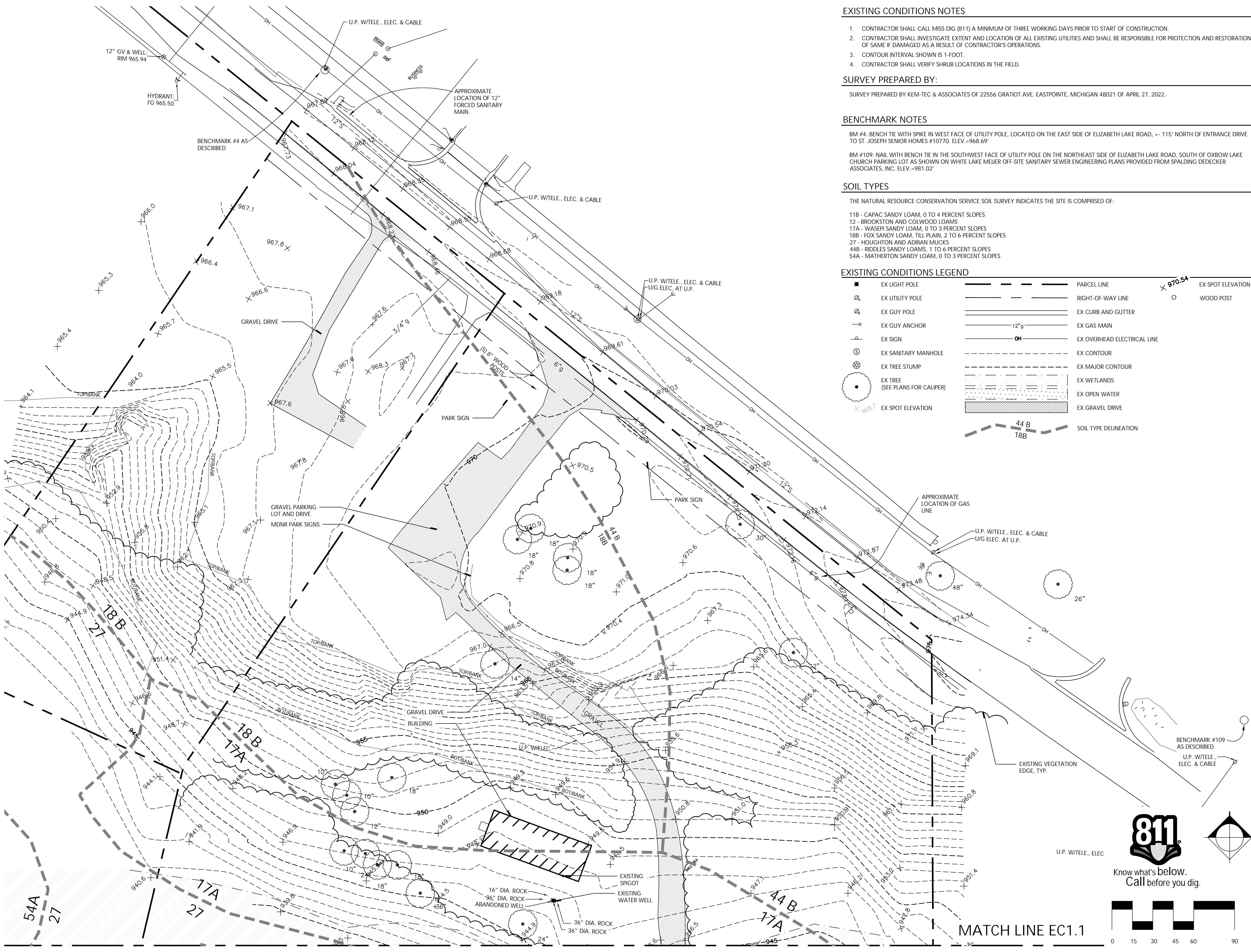
SOIL TYPES

THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY INDICATES THE SITE IS COMPRISED OF:

- 11B - CAPAC SANDY LOAM, 0 TO 4 PERCENT SLOPES
- 12 - BROOKSTON AND COLWOOD LOAMS
- 17A - WASEPI SANDY LOAM, 0 TO 3 PERCENT SLOPES
- 18B - FOX SANDY LOAM, TILL PLAIN, 2 TO 6 PERCENT SLOPES
- 27 - HOUGHTON AND ADRIAN MUCKS
- 44B - RIDDLES SANDY LOAMS, 1 TO 6 PERCENT SLOPES
- 54A - MATHERTON SANDY LOAM, 0 TO 3 PERCENT SLOPES

EXISTING CONDITIONS LEGEND

■	EX LIGHT POLE	---	PARCEL LINE	+	EX SPOT ELEVATION
⊕	EX UTILITY POLE	---	RIGHT-OF-WAY LINE	○	WOOD POST
⊕	EX GUY POLE	---	EX CURB AND GUTTER		
⊕	EX GUY ANCHOR	---	EX GAS MAIN		
⊕	EX SIGN	---	EX OVERHEAD ELECTRICAL LINE		
⊕	EX SANITARY MANHOLE	---	EX CONTOUR		
⊕	EX TREE STUMP	---	EX MAJOR CONTOUR		
⊕	EX TREE (SEE PLANS FOR CALIPER)	---	EX WETLANDS		
+	EX SPOT ELEVATION	---	EX OPEN WATER		
		---	EX GRAVEL DRIVE		
		---	SOIL TYPE DELINEATION		



MATCH LINE EC1.1

Consultants

Seal

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White Lake Twp.
 Stanley Park
 Phase 1 Implementation

White Lake Township, MI

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 Approved: BB

Project Number

2022024

Sheet Number

EC1.1 EXISTING CONDITIONS
 PLAN

MATCH LINE EC1.0



MATCH LINE EC1.2

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White Lake Twp.
 Stanley Park
 Phase 1 Implementation

White Lake Township, MI

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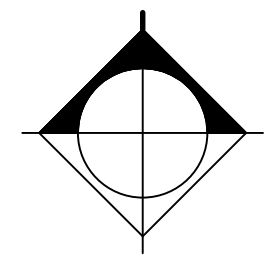
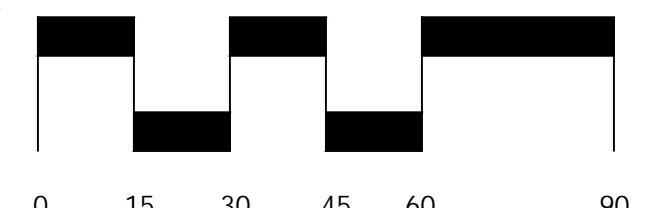
Sheet Number

EC1.2 EXISTING CONDITIONS
 PLAN

MATCH LINE EC1.1



Know what's below.
 Call before you dig.



MATCH LINE C1.0



MATCH LINE C1.2

B R I
Beckett & Raeder
 Landscape Architecture
 Planning, Engineering &
 Environmental Services

Beckett & Raeder, Inc.
 535 West William, Suite 101
 Ann Arbor, MI 48103
 734.663.2622 ph
 734.663.6759 fx

Consultants

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White Lake Twp.
 Stanley Park
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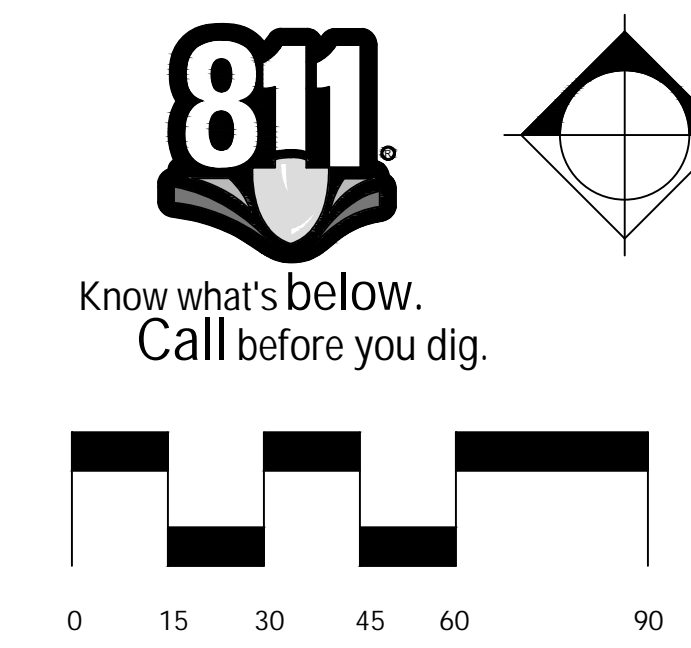
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Checked: LDS, BB
Approved: BB

Project Number

2022024

Sheet Number

C1.1 SESC & DEMOLITION
 PLAN



Consultants

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White Lake Twp.
 Stanley Park
 Phase 1 Implementation

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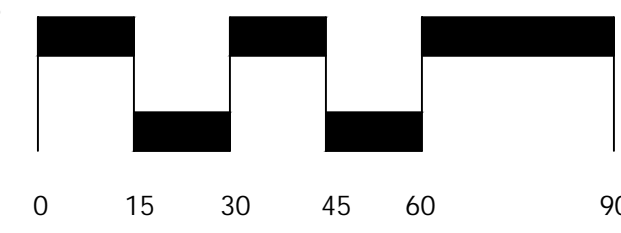
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Sheet Number

C1.2 SESC & DEMOLITION
 PLAN

MATCH LINE C1.1



Consultants

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White Lake Twp.
Stanley Park
Phase 1 Implementation

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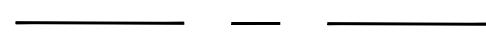


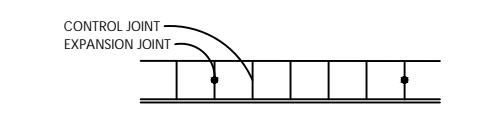
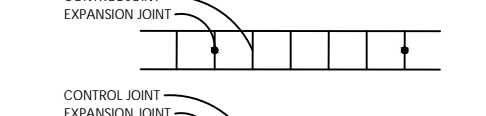
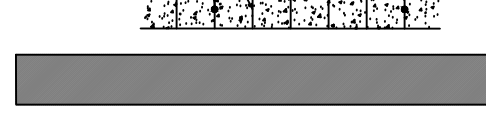
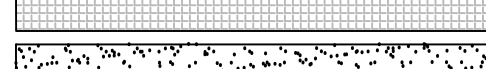



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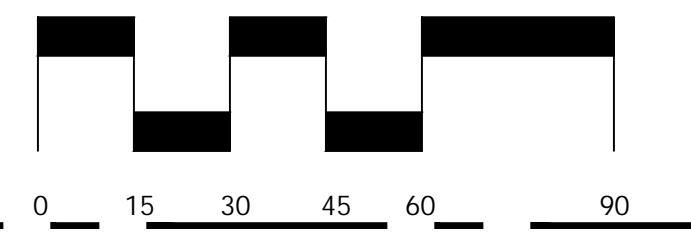
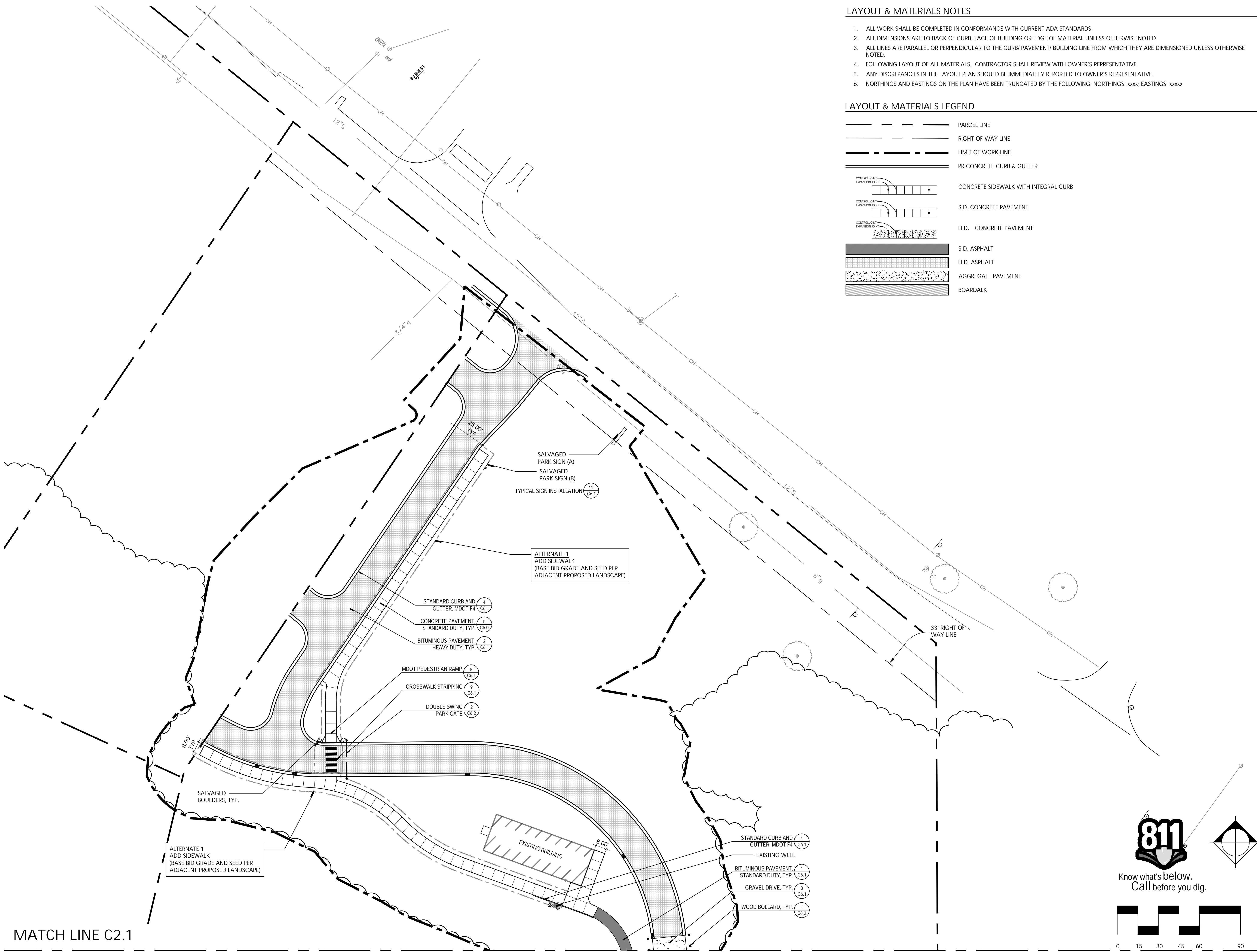
C2.0 LAYOUT & MATERIALS
PLAN

LAYOUT & MATERIALS NOTES

1. ALL WORK SHALL BE COMPLETED IN CONFORMANCE WITH CURRENT ADA STANDARDS.
2. ALL DIMENSIONS ARE TO BACK OF CURB, FACE OF BUILDING OR EDGE OF MATERIAL UNLESS OTHERWISE NOTED.
3. ALL LINES ARE PARALLEL OR PERPENDICULAR TO THE CURB/ PAVEMENT/ BUILDING LINE FROM WHICH THEY ARE DIMENSIONED UNLESS OTHERWISE NOTED.
4. FOLLOWING LAYOUT OF ALL MATERIALS, CONTRACTOR SHALL REVIEW WITH OWNER'S REPRESENTATIVE.
5. ANY DISCREPANCIES IN THE LAYOUT PLAN SHOULD BE IMMEDIATELY REPORTED TO OWNER'S REPRESENTATIVE.
6. NORTHINGS AND EASTINGS ON THE PLAN HAVE BEEN TRUNCATED BY THE FOLLOWING: NORTHINGS: xxxx; EASTINGS: xxxxx

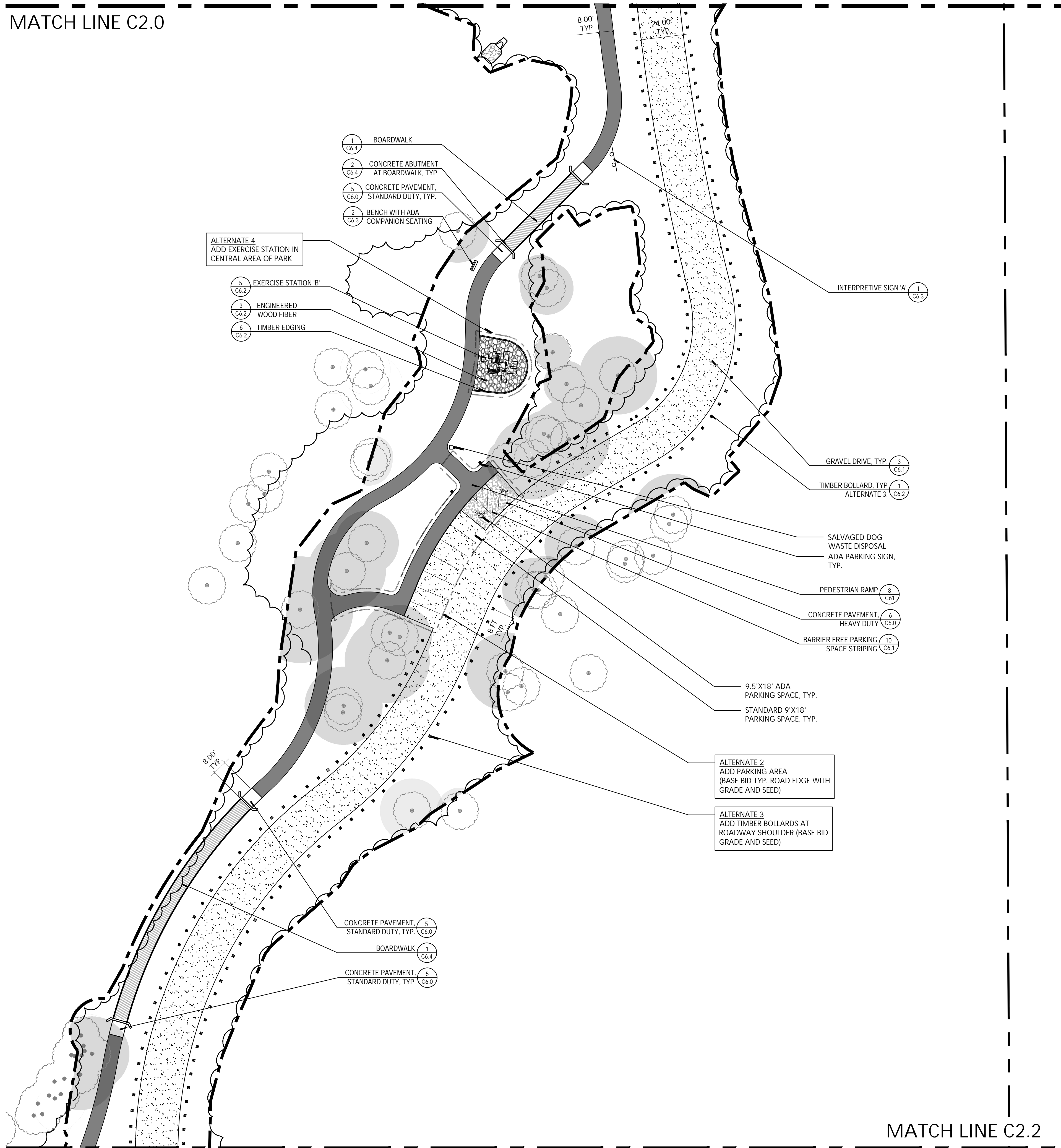
LAYOUT & MATERIALS LEGEND

-  PARCEL LINE
-  RIGHT-OF-WAY LINE
-  LIMIT OF WORK LINE
-  PR CONCRETE CURB & GUTTER
-  CONCRETE SIDEWALK WITH INTEGRAL CURB
-  S.D. CONCRETE PAVEMENT
-  H.D. CONCRETE PAVEMENT
-  S.D. ASPHALT
-  H.D. ASPHALT
-  AGGREGATE PAVEMENT
-  BOARDWALK



MATCH LINE C2.1

MATCH LINE C2.0



MATCH LINE C2.2

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White Lake Township, MI

Sheet Title

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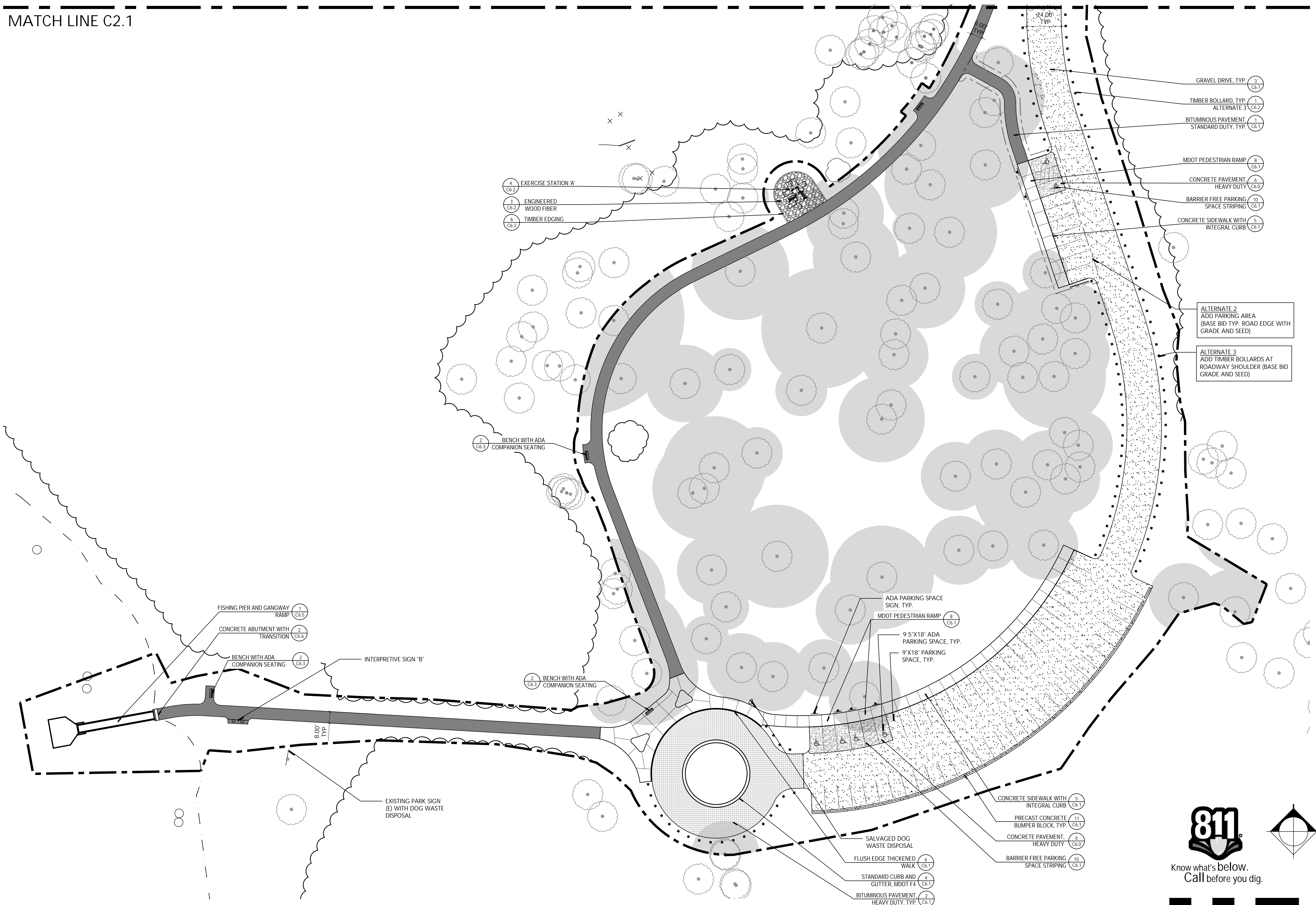
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C2.2 LAYOUT & MATERIALS
PLAN



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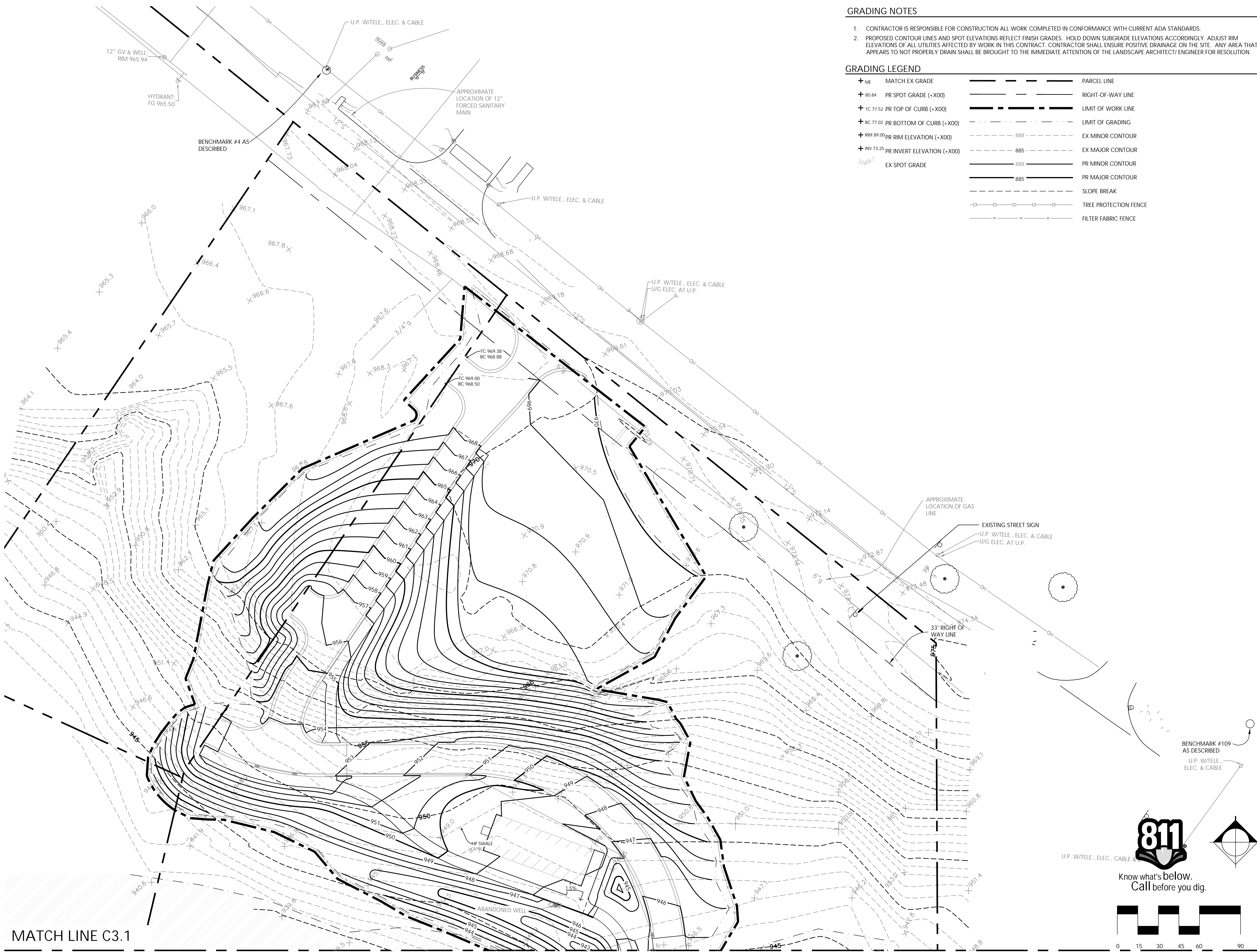
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GRADING NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION ALL WORK COMPLETED IN CONFORMANCE WITH CURRENT ADA STANDARDS.
2. PROPOSED CONTOUR LINES AND SPOT ELEVATIONS REFLECT FINISH GRADES. HOLD DOWN SUBGRADE ELEVATIONS ACCORDINGLY. ADJUST RIM ELEVATIONS OF ALL UTILITIES AFFECTED BY WORK IN THIS CONTRACT. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE ON THE SITE. ANY AREA THAT APPEARS TO NOT PROPERLY DRAIN SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT/ENGINEER FOR RESOLUTION.

GRADING LEGEND

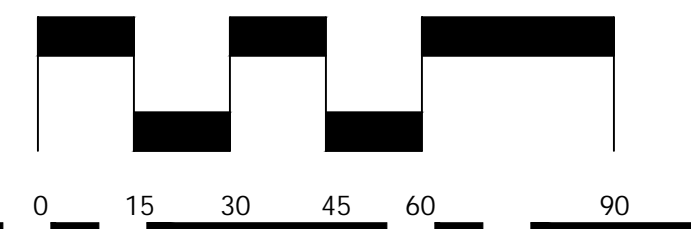
+ME	MATCH EX GRADE	---	PARCEL LINE
+80.84	PR SPOT GRADE (+X00)	---	RIGHT-OF-WAY LINE
+TC 77.52	PR TOP OF CURB (+X00)	---	LIMIT OF WORK LINE
+BC 77.02	PR BOTTOM OF CURB (+X00)	---	LIMIT OF GRADING
+RIM 89.00	PR RIM ELEVATION (+X00)	---	EX MINOR CONTOUR
+INV 73.25	PR INVERT ELEVATION (+X00)	---	EX MAJOR CONTOUR
+1568.7	EX SPOT GRADE	---	PR MINOR CONTOUR
		---	PR MAJOR CONTOUR
		---	SLOPE BREAK
		---	TREE PROTECTION FENCE
		---	FILTER FABRIC FENCE



MATCH LINE C3.1



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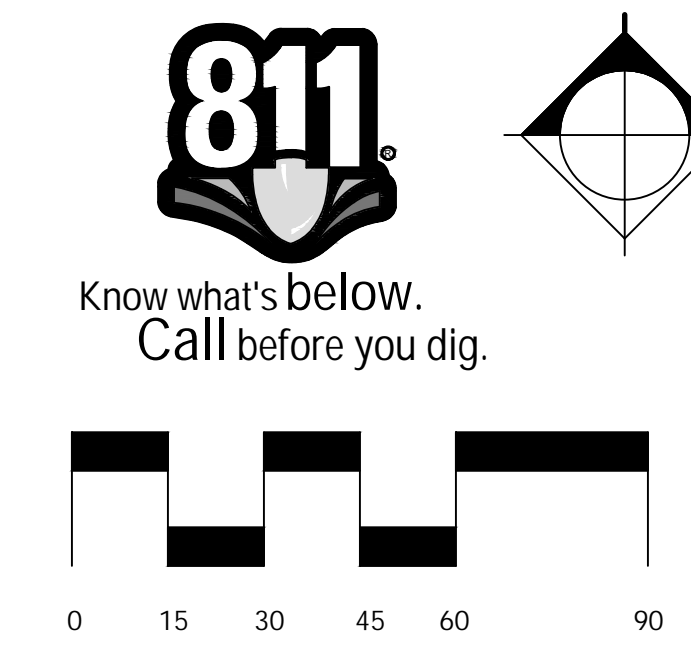
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C3.1 GRADING PLAN

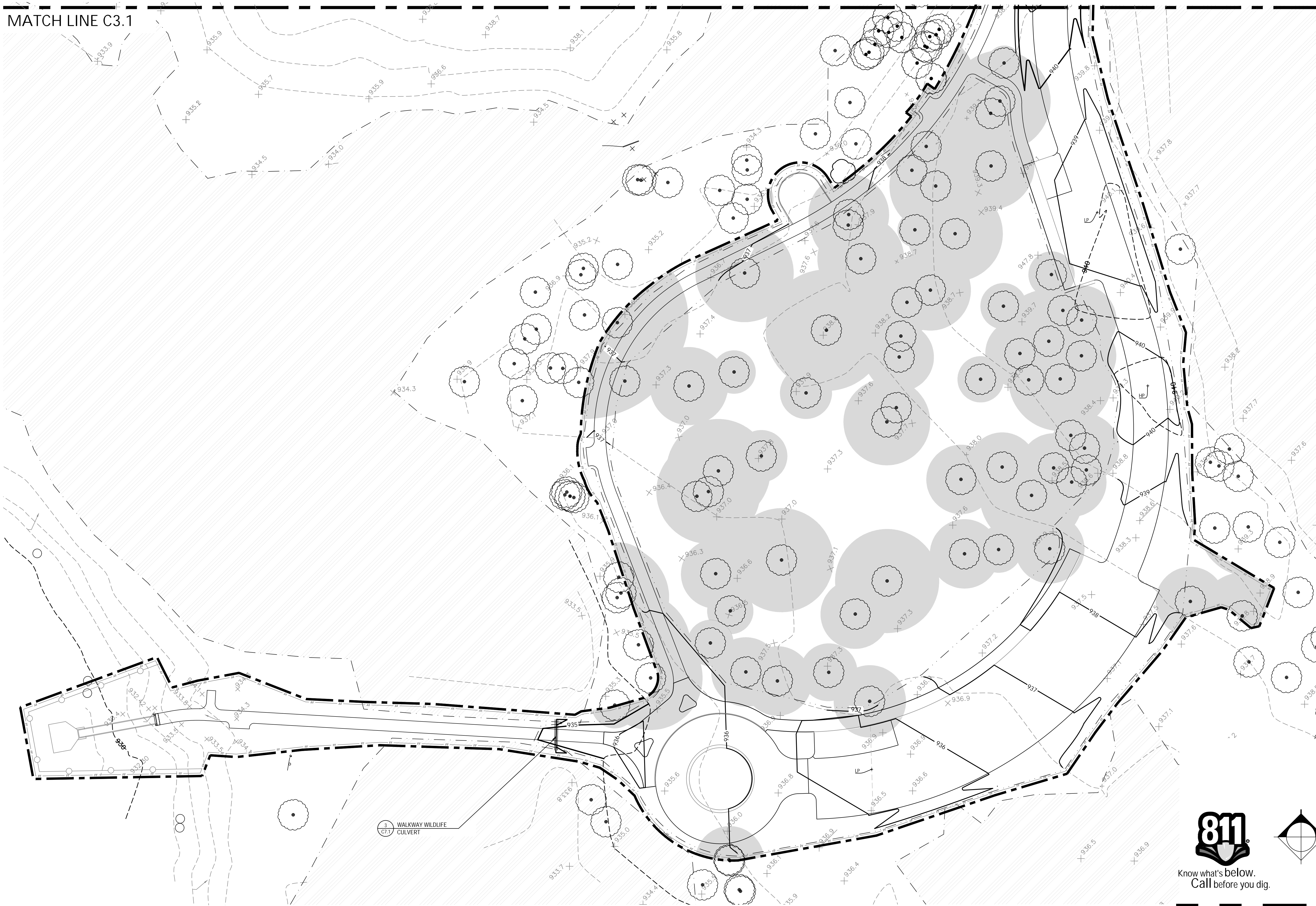
MATCH LINE C3.0



MATCH LINE C3.2



MATCH LINE C3.1



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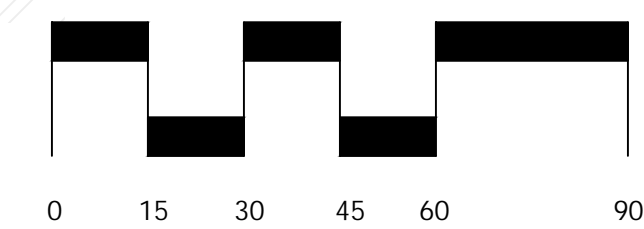
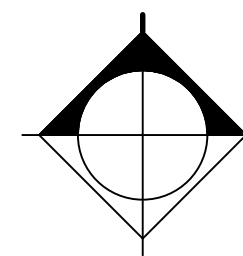
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C3.2 GRADING PLAN



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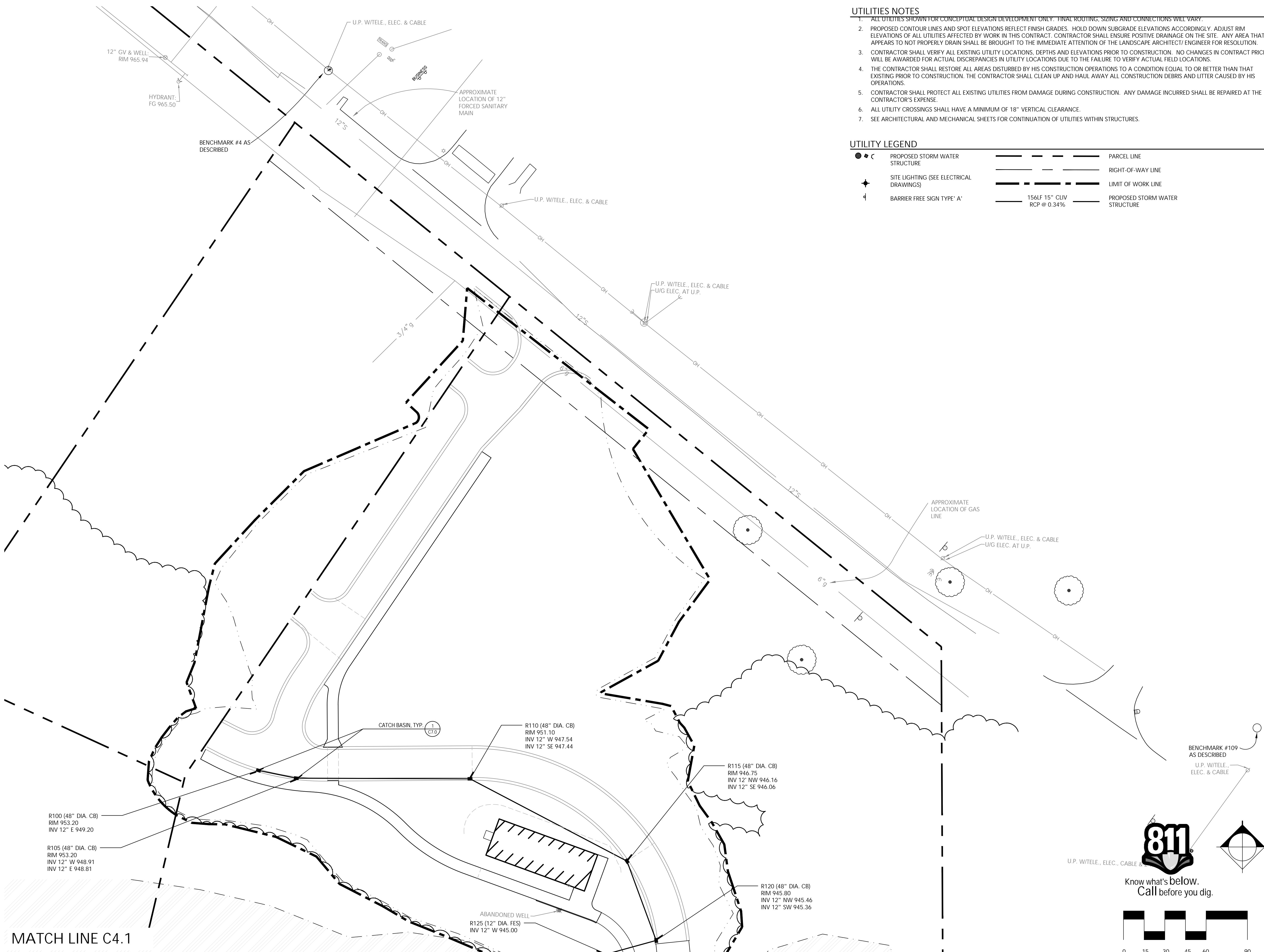
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UTILITIES NOTES

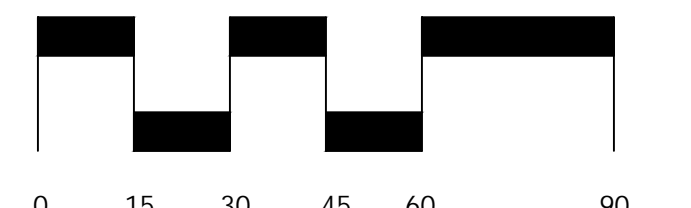
1. ALL UTILITIES SHOWN FOR CONCEPTUAL DESIGN DEVELOPMENT ONLY. FINAL ROUTING, SIZING AND CONNECTIONS WILL VARY.
2. PROPOSED CONTOUR LINES AND SPOT ELEVATIONS REFLECT FINISH GRADES. HOLD DOWN SUBGRADE ELEVATIONS ACCORDINGLY. ADJUST RIM ELEVATIONS OF ALL UTILITIES AFFECTED BY WORK IN THIS CONTRACT. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE ON THE SITE. ANY AREA THAT APPEARS TO NOT PROPERLY DRAIN SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT/ENGINEER FOR RESOLUTION.
3. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LOCATIONS, DEPTHS AND ELEVATIONS PRIOR TO CONSTRUCTION. NO CHANGES IN CONTRACT PRICE WILL BE AWARDED FOR ACTUAL DISCREPANCIES IN UTILITY LOCATIONS DUE TO THE FAILURE TO VERIFY ACTUAL FIELD LOCATIONS.
4. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY HIS CONSTRUCTION OPERATIONS TO A CONDITION EQUAL TO OR BETTER THAN THAT EXISTING PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CLEAN UP AND HAUL AWAY ALL CONSTRUCTION DEBRIS AND LITTER CAUSED BY HIS OPERATIONS.
5. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE INCURRED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. ALL UTILITY CROSSINGS SHALL HAVE A MINIMUM OF 18" VERTICAL CLEARANCE.
7. SEE ARCHITECTURAL AND MECHANICAL SHEETS FOR CONTINUATION OF UTILITIES WITHIN STRUCTURES.

UTILITY LEGEND

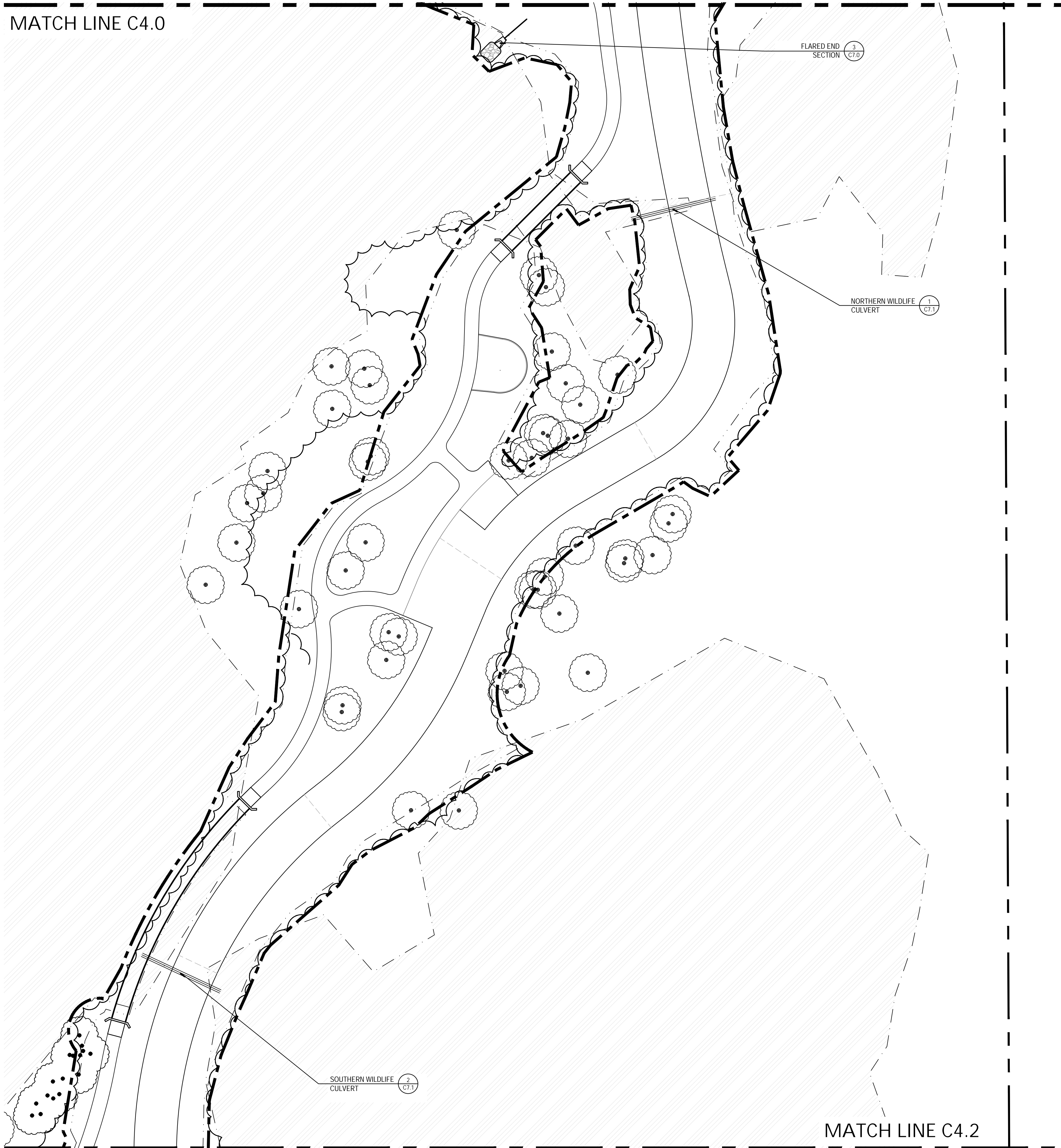
● ● ◁	PROPOSED STORM WATER STRUCTURE	---	PARCEL LINE
+	SITE LIGHTING (SEE ELECTRICAL DRAWINGS)	---	RIGHT-OF-WAY LINE
⊥	BARRIER FREE SIGN TYPE 'A'	---	LIMIT OF WORK LINE
		---	PROPOSED STORM WATER STRUCTURE
		---	156LF 15" CLIV RCP @ 0.34%



MATCH LINE C4.1



MATCH LINE C4.0



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C4.1 UTILITY PLAN

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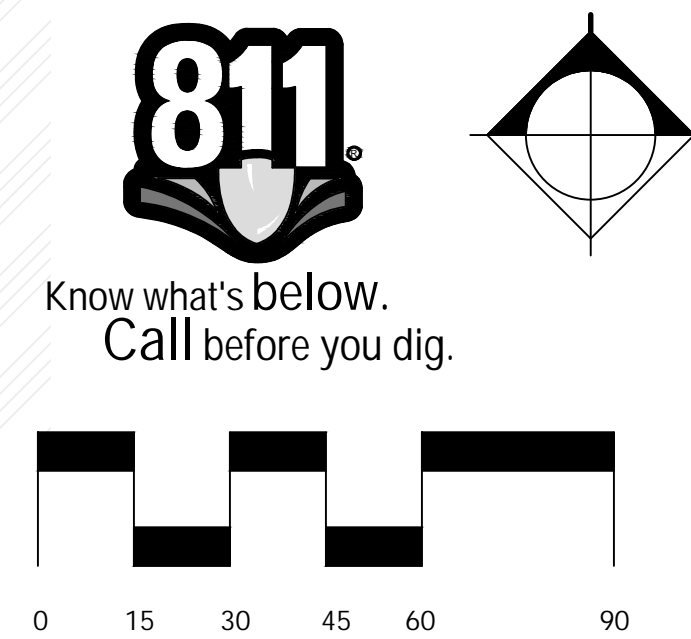
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C4.2 UTILITY PLAN



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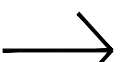

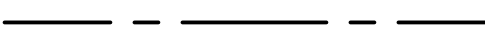
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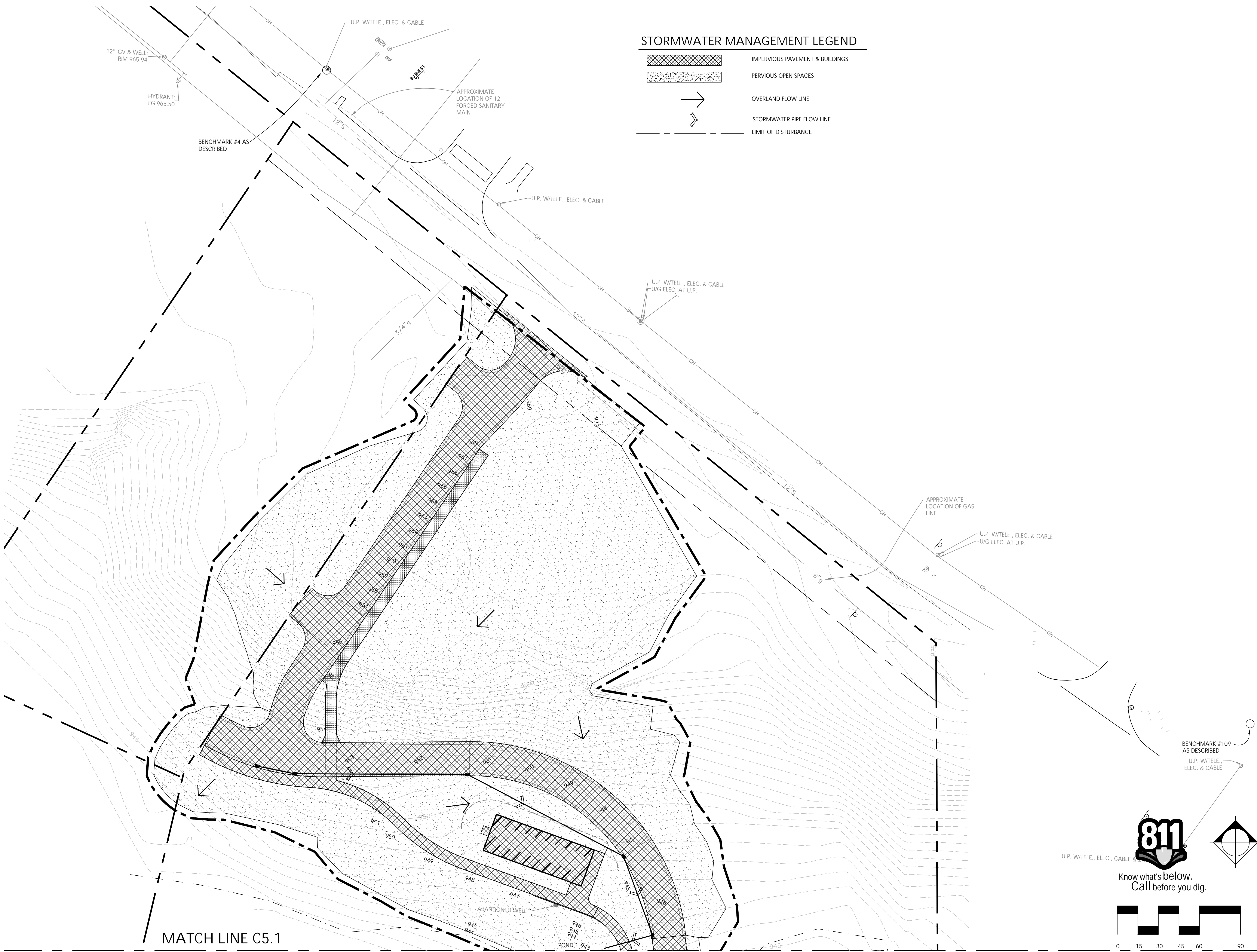
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C5.0 STORM WATER
MANAGEMENT PLAN

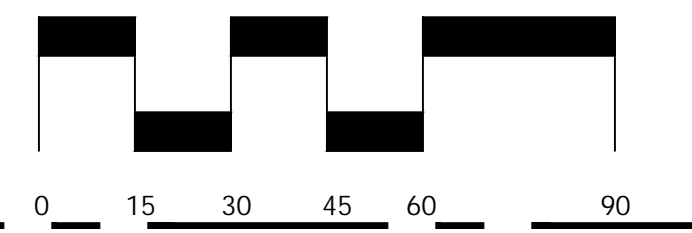
STORMWATER MANAGEMENT LEGEND

-  IMPERVIOUS PAVEMENT & BUILDINGS
-  PERVIOUS OPEN SPACES
-  OVERLAND FLOW LINE
-  STORMWATER PIPE FLOW LINE
-  LIMIT OF DISTURBANCE



MATCH LINE C5.1

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C5.1 STORM WATER
MANAGEMENT PLAN

STORMWATER SUMMARY:

Area	8.51 ac
Prop. Impervious	2.37 ac
Prop. Pervious	6.14 ac
Infiltration Rate	unk in/hr
Runoff Coefficient, C	0.41
100-yr peak intensity	7.85 in/hr

Land Use Summary:

Characteristic	Existing Conditions	Proposed Conditions
Total Development Area (ac)	8.51	8.51
Impervious Area (ac)	1.04	2.37
Total Pervious Area (ac)	7.47	6.14

Pervious Area Breakdown by Cover Type

Meadow		
Predominant NRCS Soil Type (A,B,C,or D)	Type B	Type B
Improved Areas		
Predominant NRCS Soil Type (A,B,C,or D)	Type B	Type B
Wooded Areas		
Predominant NRCS Soil Type (A,B,C,or D)	Type B	Type B
Proposed Pond Area (ac)		3508
Required CPVC Vol. (cft)		16,437
Provided CPVC Vol. (cft)		
Required ED Vol. (cft)		24,023
Provided ED Vol. (cft)		

NOTE FOR REVIEWERS

STORMWATER MANAGEMENT PLAN WILL BE REFINED UPON FURTHER ENGAGEMENT WITH THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER OFFICE DURING THE CONSTRUCTION DOCUMENT PHASE. THE PARK IS A LOW IMPACT DEVELOPMENT AMONG WETLANDS AND SIGNIFICANT HERITAGE TREES. THESE FEATURES MAY WARRANT VARIANCE FROM OCWRC RULES TO REDUCE IMPACT OF DETENTION QUANTITY FACILITIES. THE DESIGN DEVELOPMENT GRADING PLANS REFLECT AN APPROXIMATE EXISTING/PROPOSED "DELTA" APPROACH TO STORMWATER MANAGEMENT. THE VOLUME CALCULATIONS ABOVE ARE BASED ON TOWNSHIP ADOPTED OCWRC RULES AND, IF REQUIRED, WILL RESULT IN ADDITIONAL DETENTION AND GRADING DISTURBANCE THAN CURRENTLY REPRESENTED ON THE DESIGN DEVELOPMENT DRAWINGS.

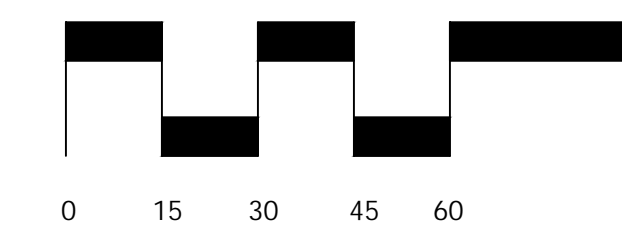
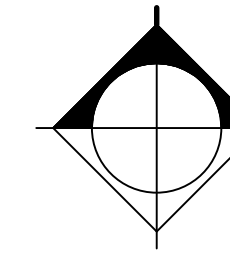
MATCH LINE C5.0



MATCH LINE C5.2



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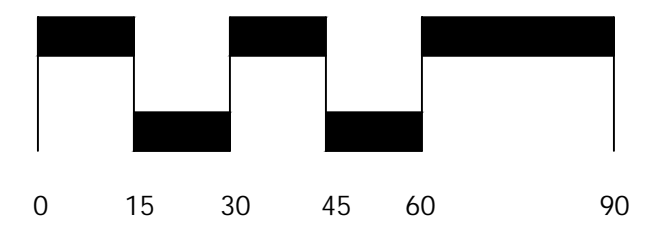
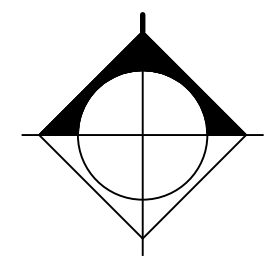
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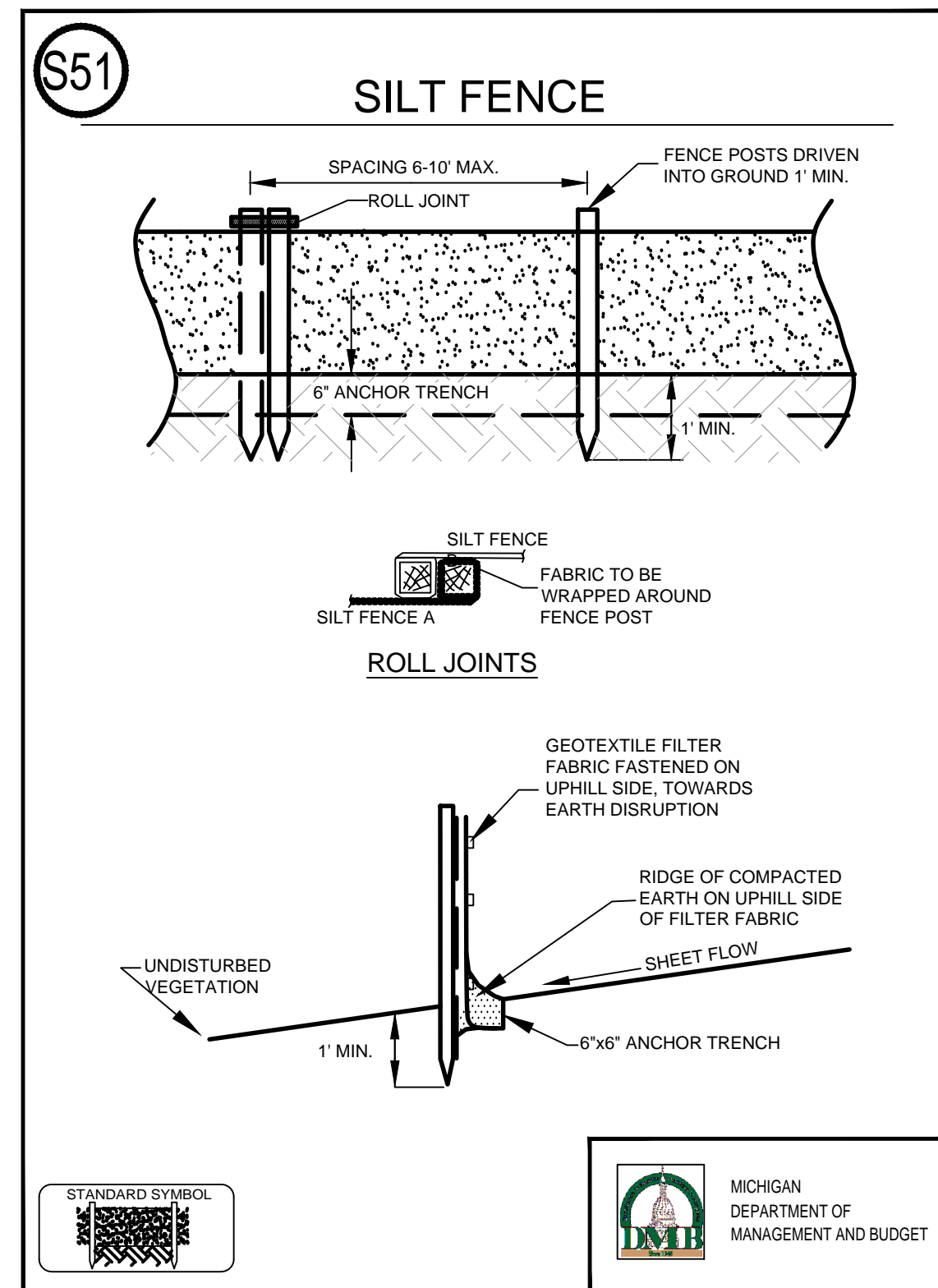
C5.2 STORM WATER
MANAGEMENT PLAN

MATCH LINE C4.1

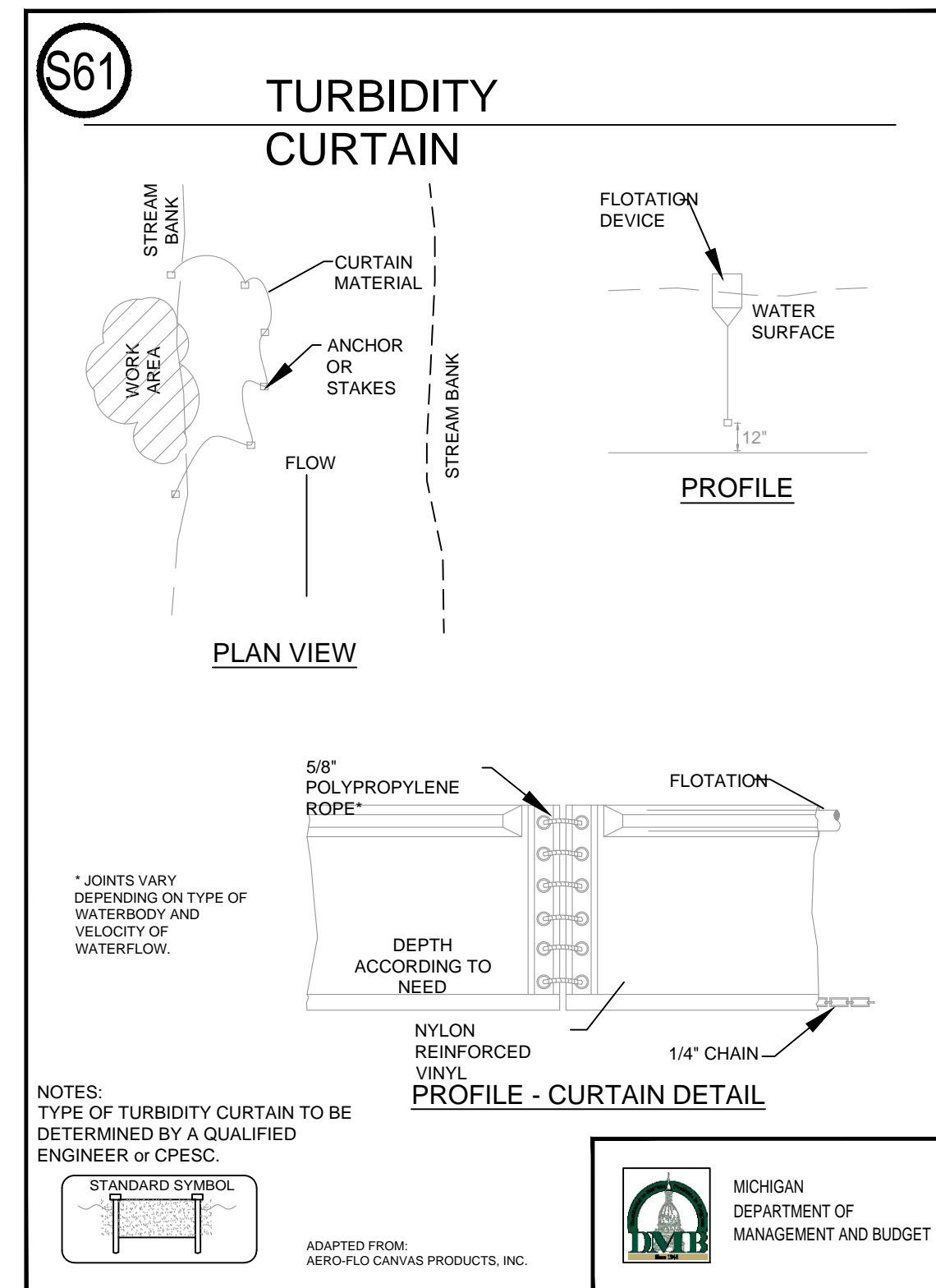


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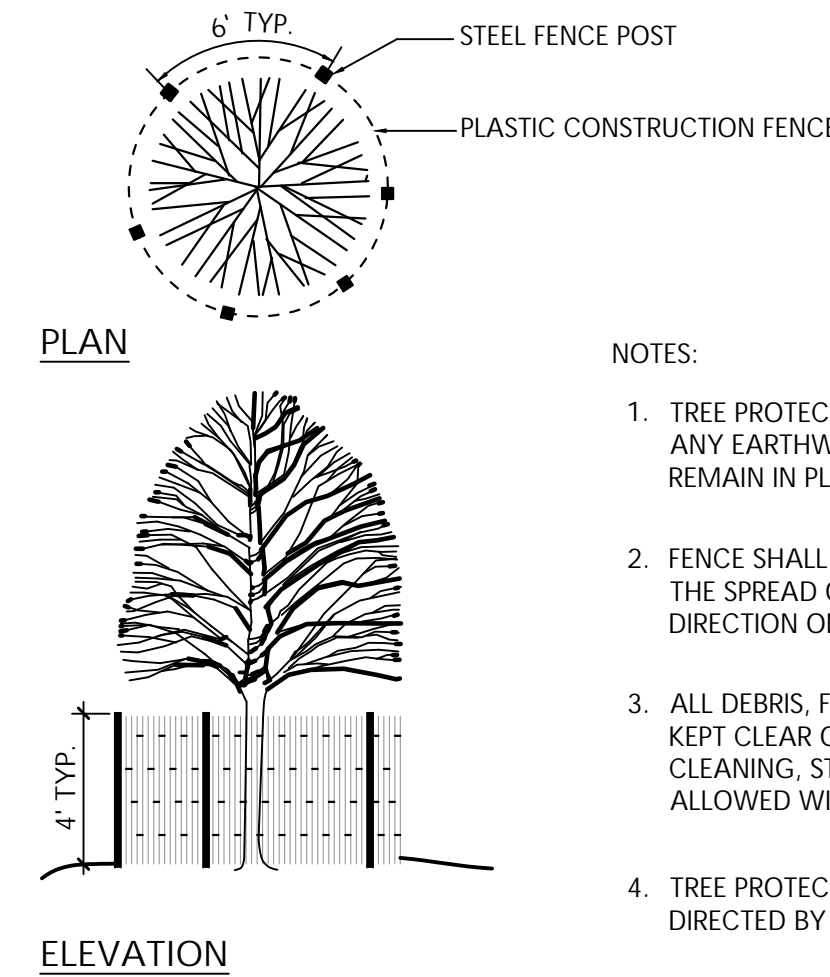




1 Filter Fabric Fence: MDTMB SESC Detail
 NO SCALE

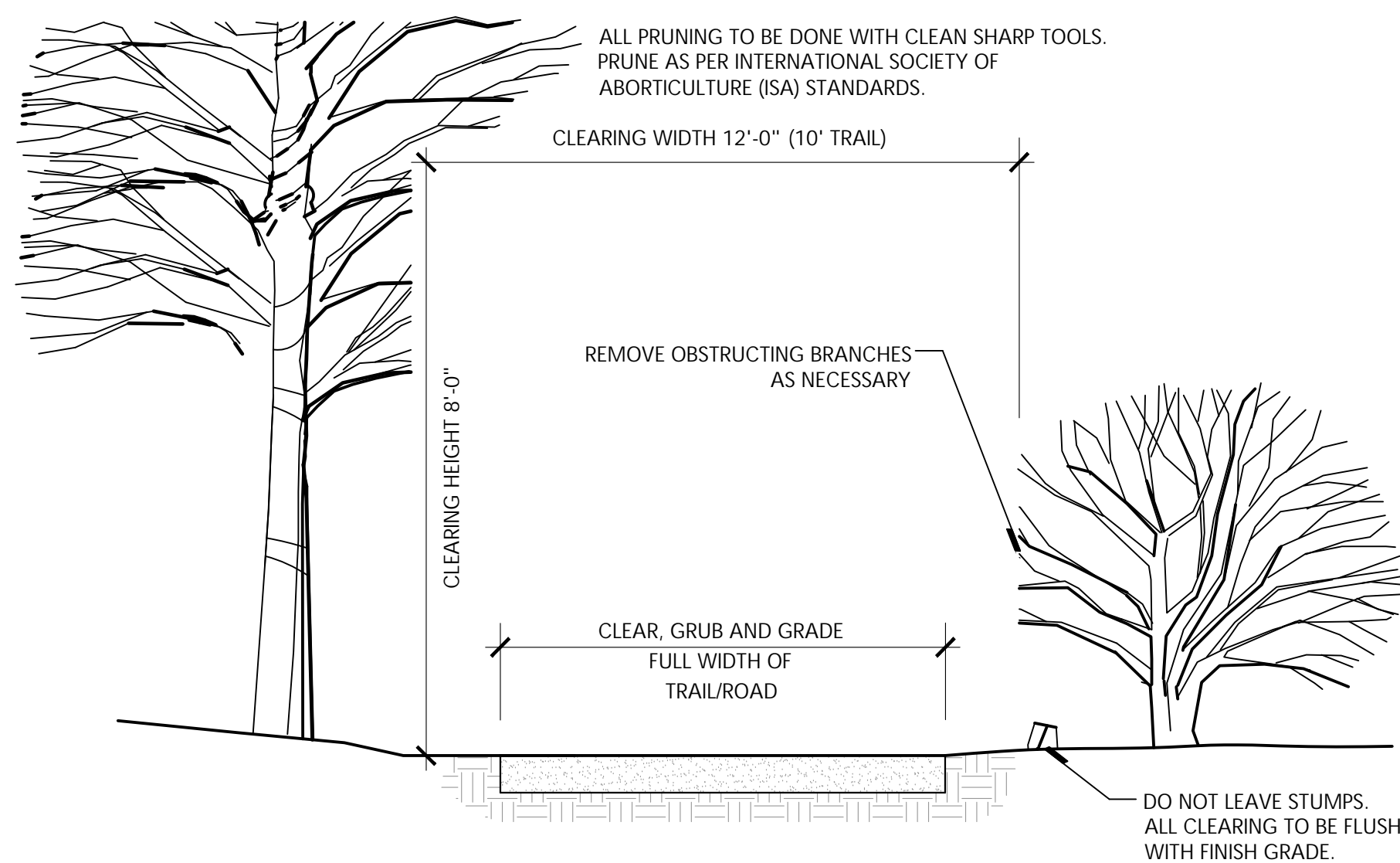


2 Turbidity Curtain: MDTMB SESC Detail
 NO SCALE

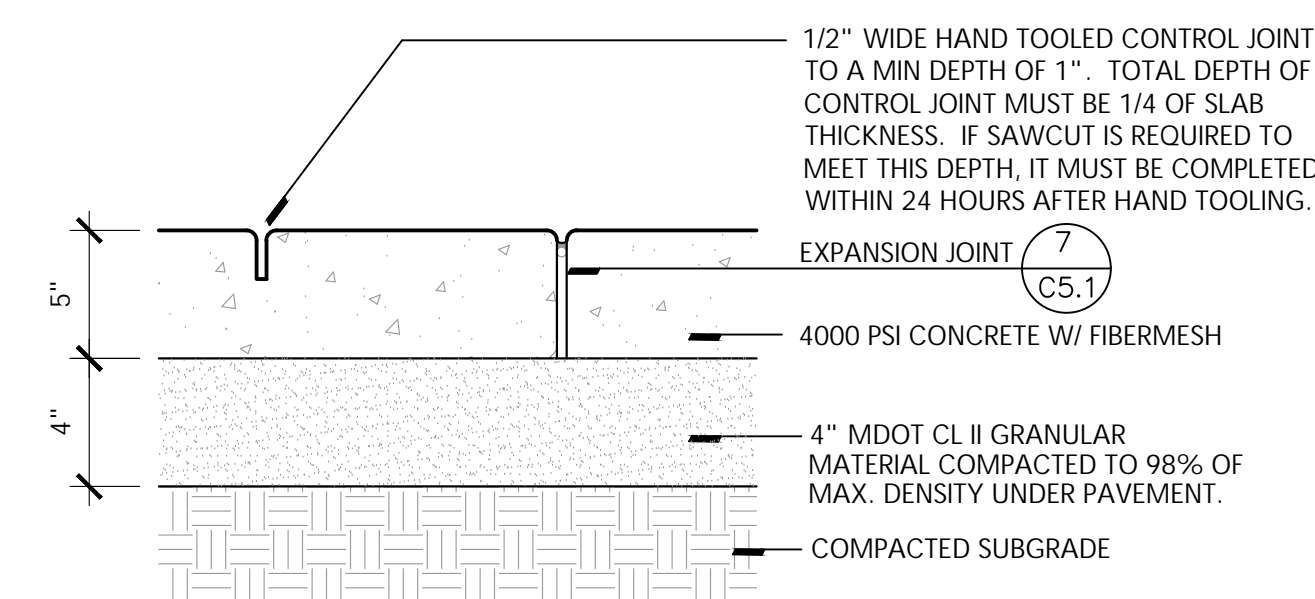


3 Tree Protection Fence
 NO SCALE

- NOTES:
1. TREE PROTECTION FENCING SHALL BE ERECTED PRIOR TO ANY EARTHWORK OR CONSTRUCTION AND IS TO REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE.
 2. FENCE SHALL BE LOCATED AT THE OUTER PERIMETER OF THE SPREAD OF THE BRANCHES OR CLOSER ONLY AT THE DIRECTION OF THE PROJECT LANDSCAPE ARCHITECT.
 3. ALL DEBRIS, FILL, EQUIPMENT AND MATERIAL SHALL BE KEPT CLEAR OF AREA WITHIN PROTECTIVE FENCE. NO CLEANING, STORAGE, OR DISPOSAL OF ANY MATERIAL ALLOWED WITHIN THE DRIP LINE OF TREES TO BE SAVED.
 4. TREE PROTECTION FENCING SHALL BE INSTALLED WHERE DIRECTED BY LANDSCAPE ARCHITECT.

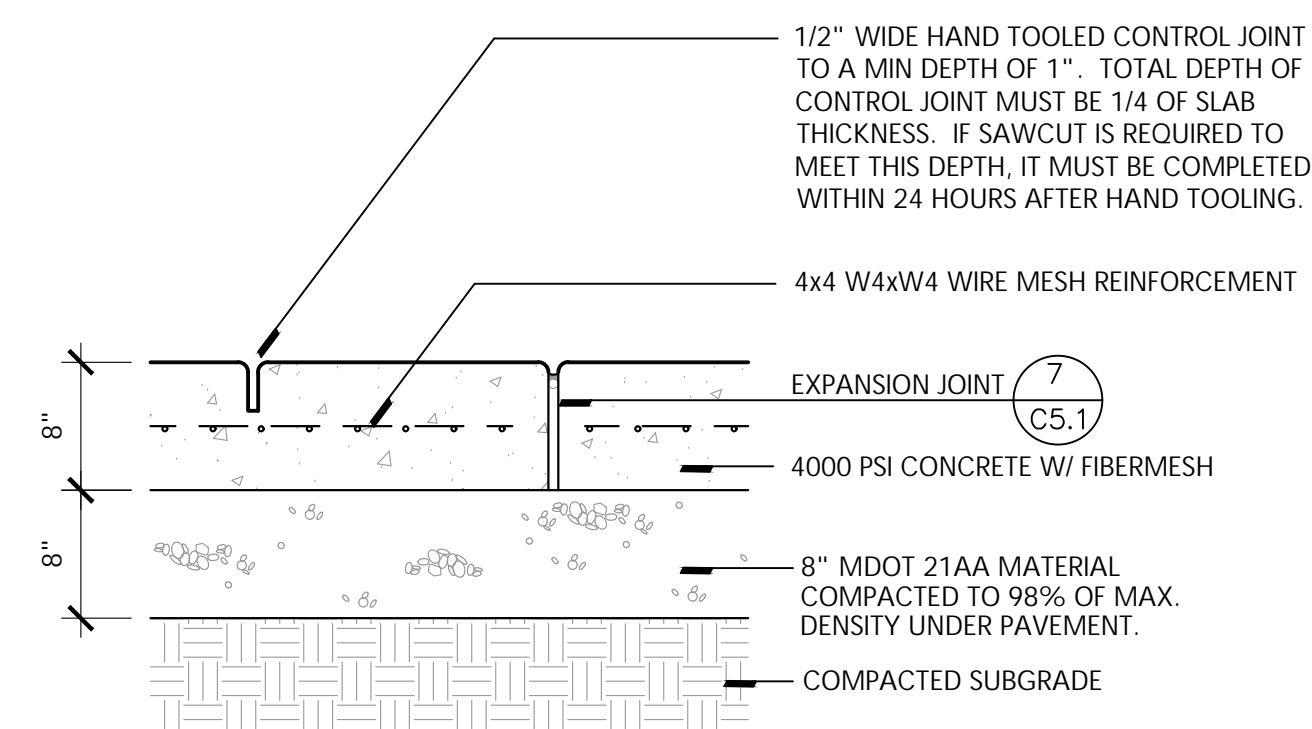


4 Clearing and Grubbing Extents
 NOT TO SCALE



- NOTES:
1. EXPANSION JOINTS SHALL BE INSTALLED SUCH THAT NO SINGLE DIMENSION EXCEEDS 50 FT. EXPANSION JOINTS TO BE LOCATED PER PLAN.
 2. 1/2" EXPANSION PAPER SHALL BE PLACED AT ALL LOCATIONS THAT NEW SIDEWALK ABUTS CONCRETE CURB, EXISTING SIDEWALK, LIGHT POLE BASES, BUILDINGS/STRUCTURES, AND RETAINING WALLS.
 3. SNAP-CAP EXPANSION JOINT STRIPS CAN BE USED ON ALL EXPANSION JOINTS
 4. ALL EXPANSION JOINTS SHALL BE SEALED.
 5. BROOM FINISH PARALLEL TO JOINTS AND PERPENDICULAR TO TRAFFIC (IF BROOMING PATTERN NOT SHOWN).

5 Concrete Pavement - Standard Duty (S.D.)
 NO SCALE



- NOTES:
1. EXPANSION JOINTS SHALL BE INSTALLED SUCH THAT NO SINGLE DIMENSION EXCEEDS 50 FT. EXPANSION JOINTS TO BE LOCATED PER PLAN.
 2. 1/2" EXPANSION PAPER SHALL BE PLACED AT ALL LOCATIONS THAT NEW SIDEWALK ABUTS CONCRETE CURB, EXISTING SIDEWALK, LIGHT POLE BASES, BUILDINGS/STRUCTURES, AND RETAINING WALLS.
 3. SNAP-CAP EXPANSION JOINT STRIPS CAN BE USED ON ALL EXPANSION JOINTS
 4. ALL EXPANSION JOINTS SHALL BE SEALED.
 5. BROOM FINISH PARALLEL TO JOINTS AND PERPENDICULAR TO TRAFFIC (IF BROOMING PATTERN NOT SHOWN).

6 Concrete Pavement - Heavy Duty (H.D.)
 NO SCALE

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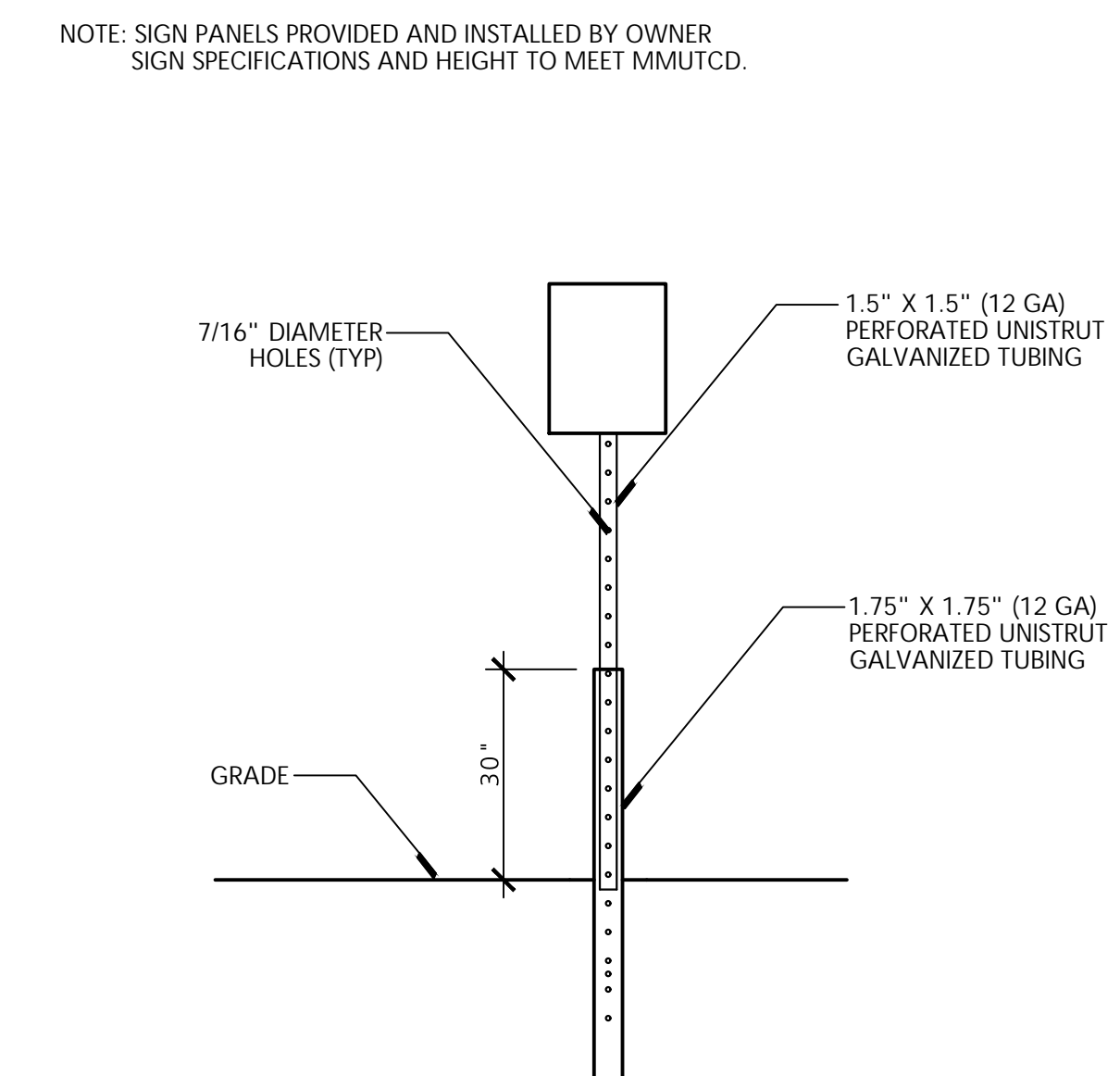
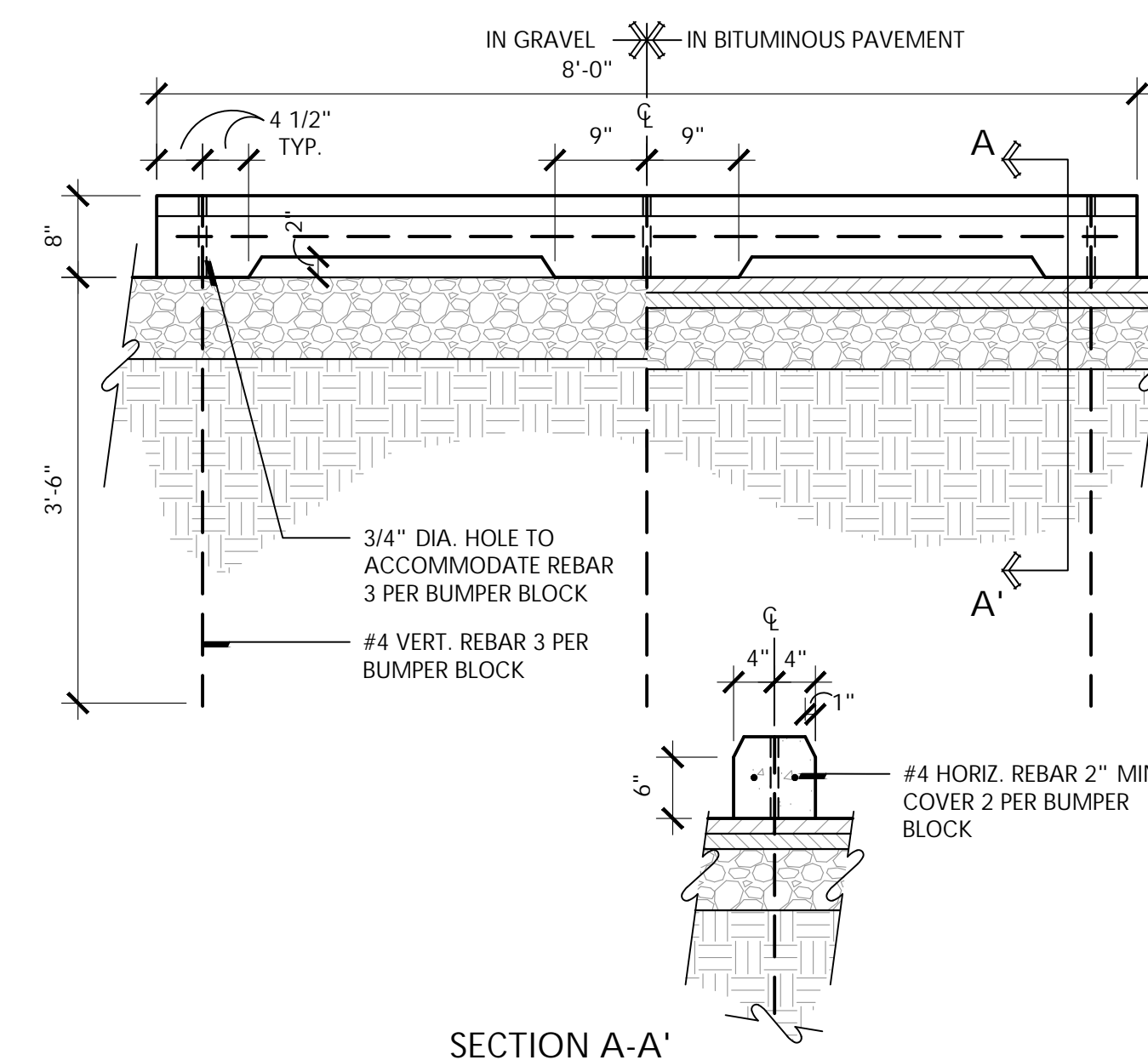
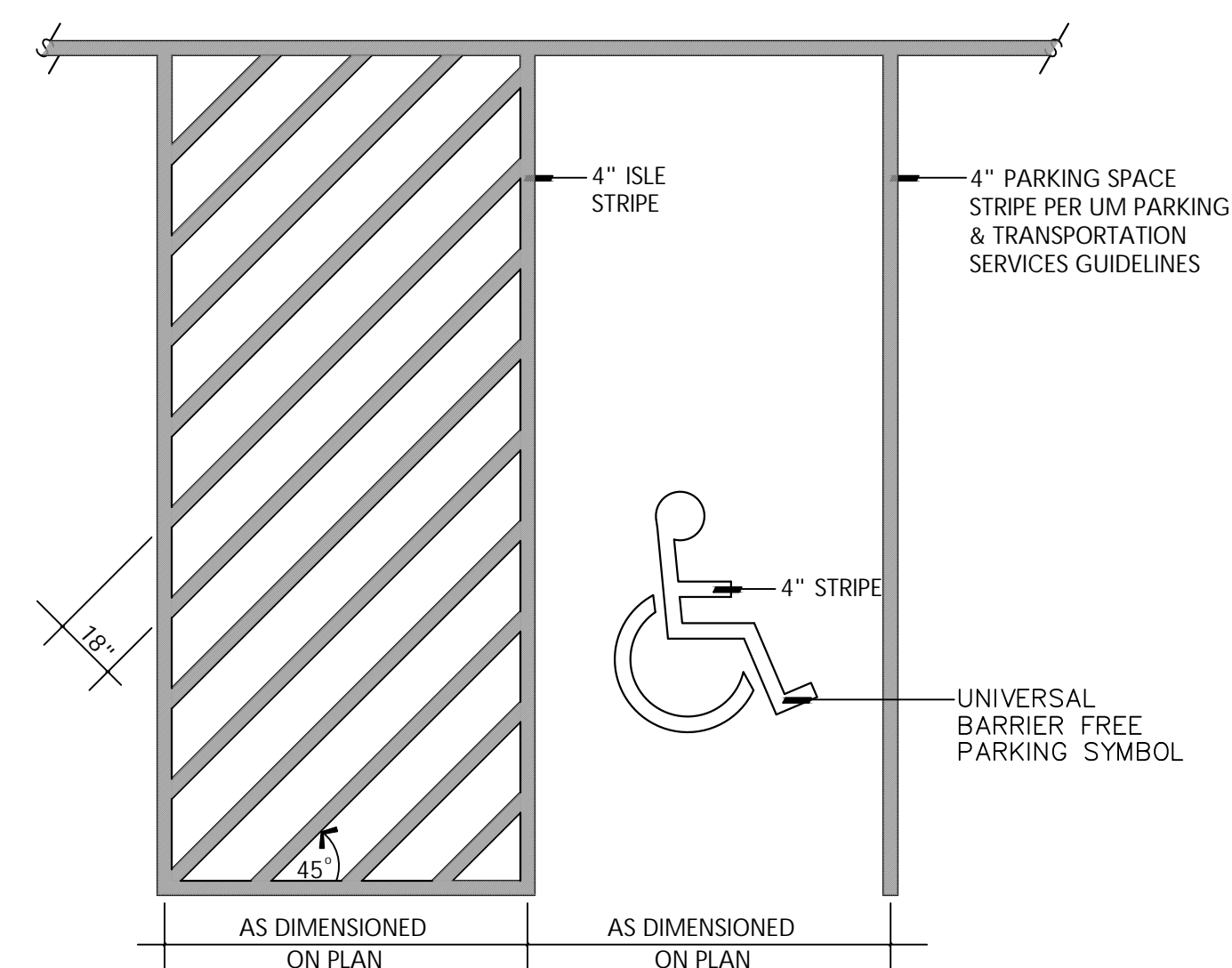
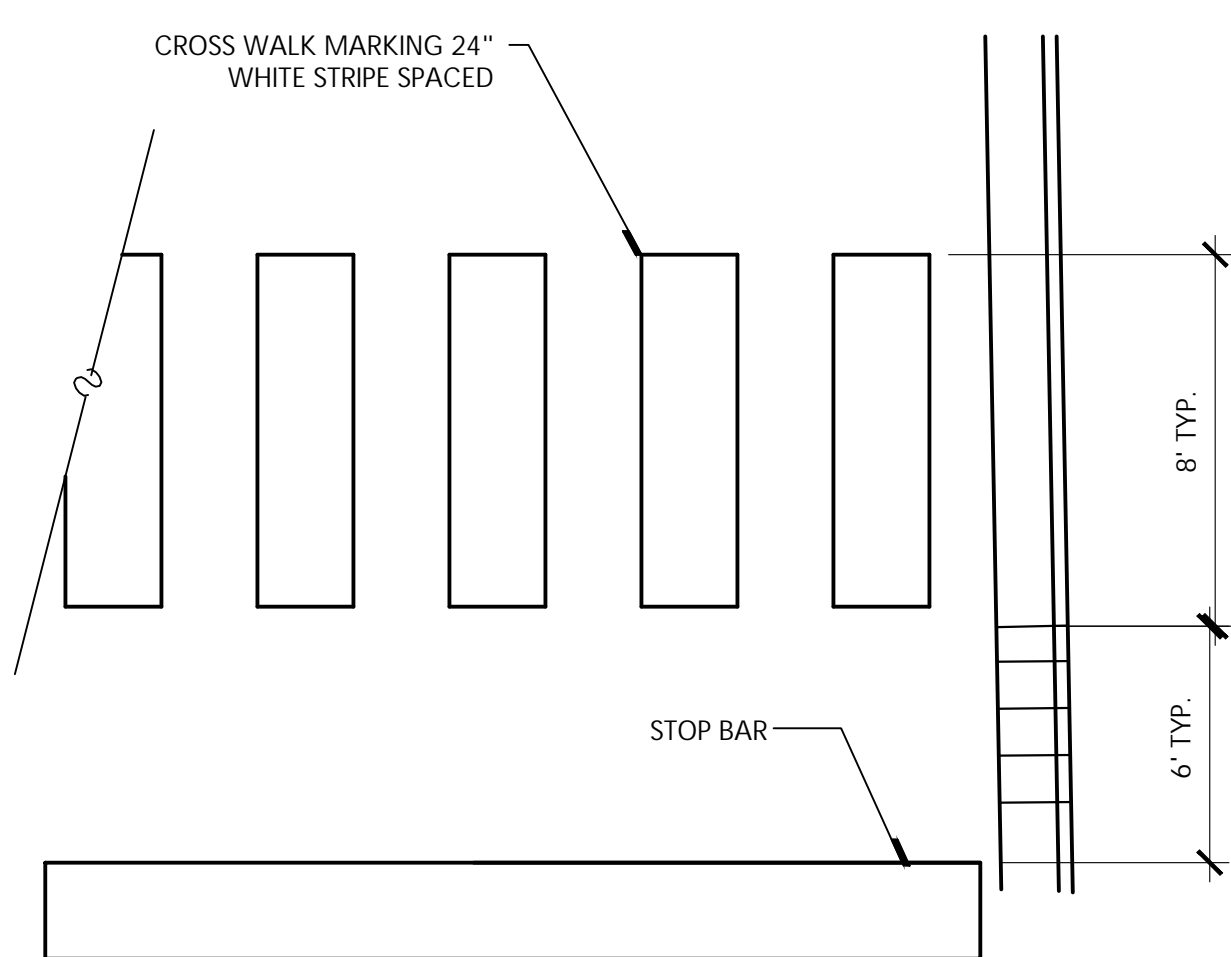
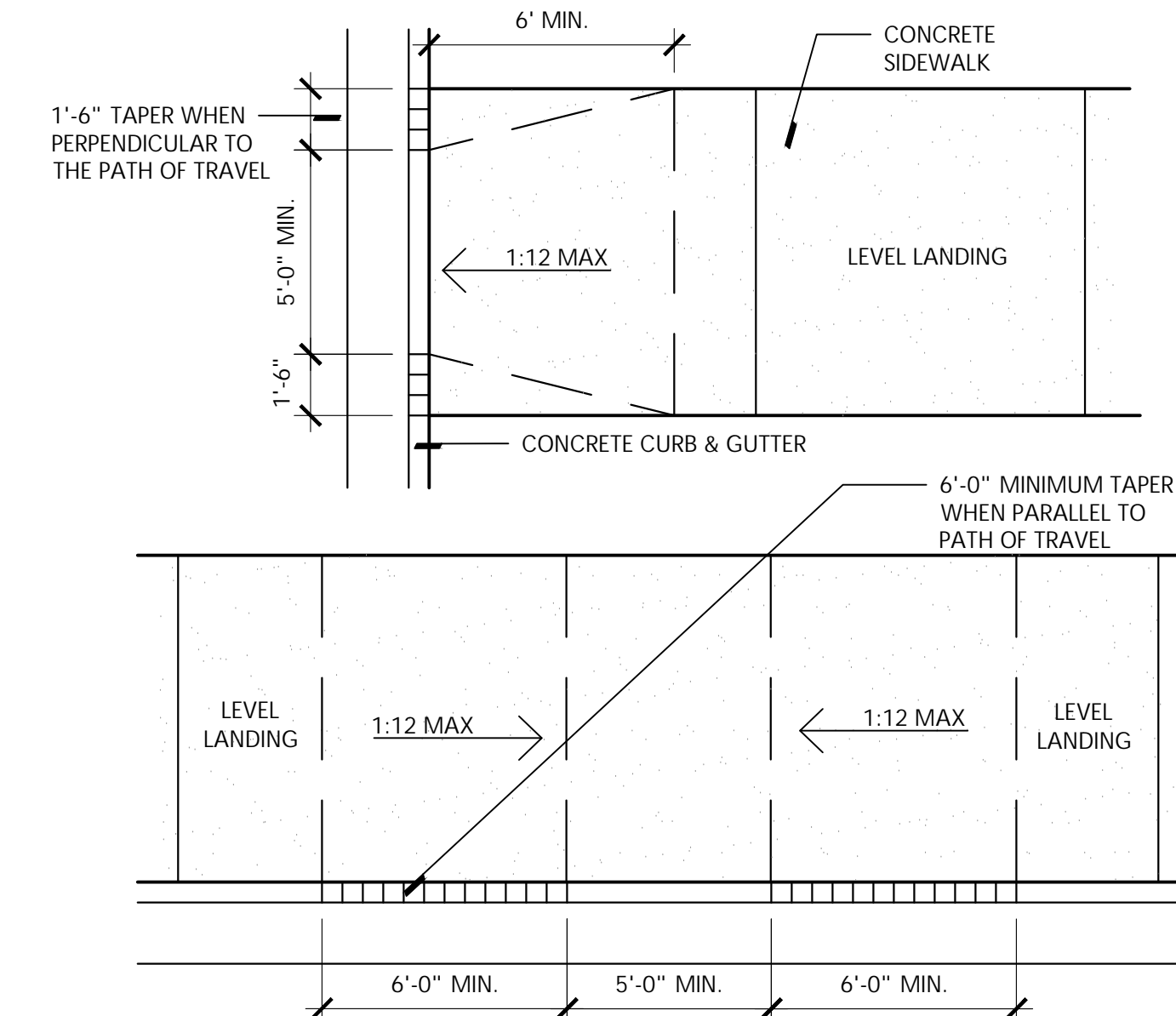
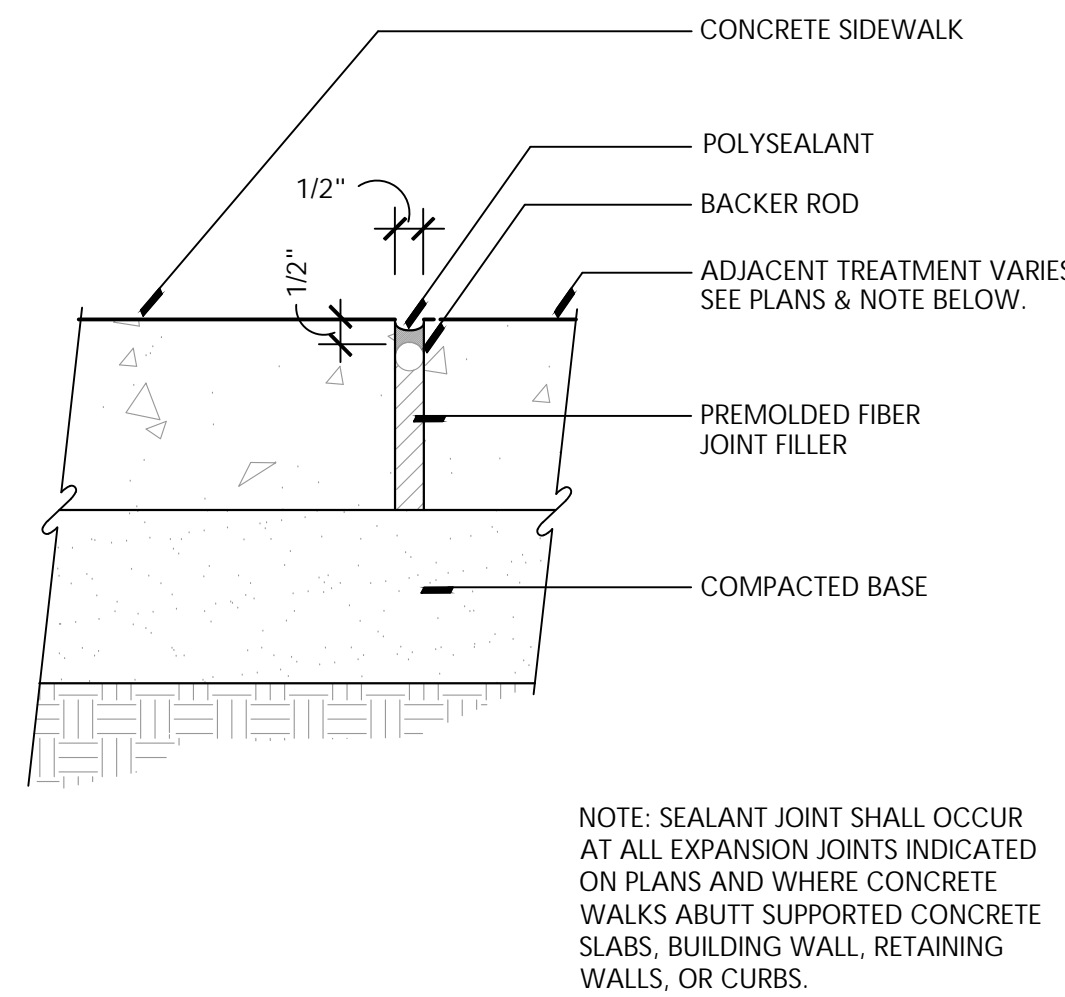
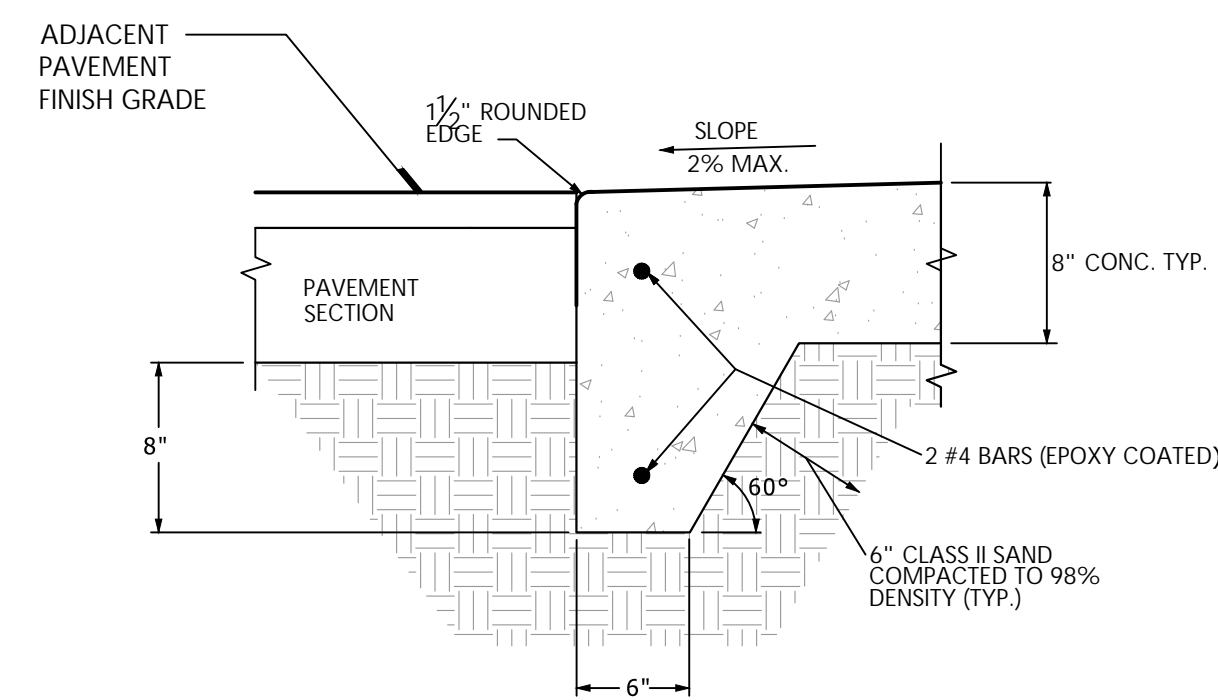
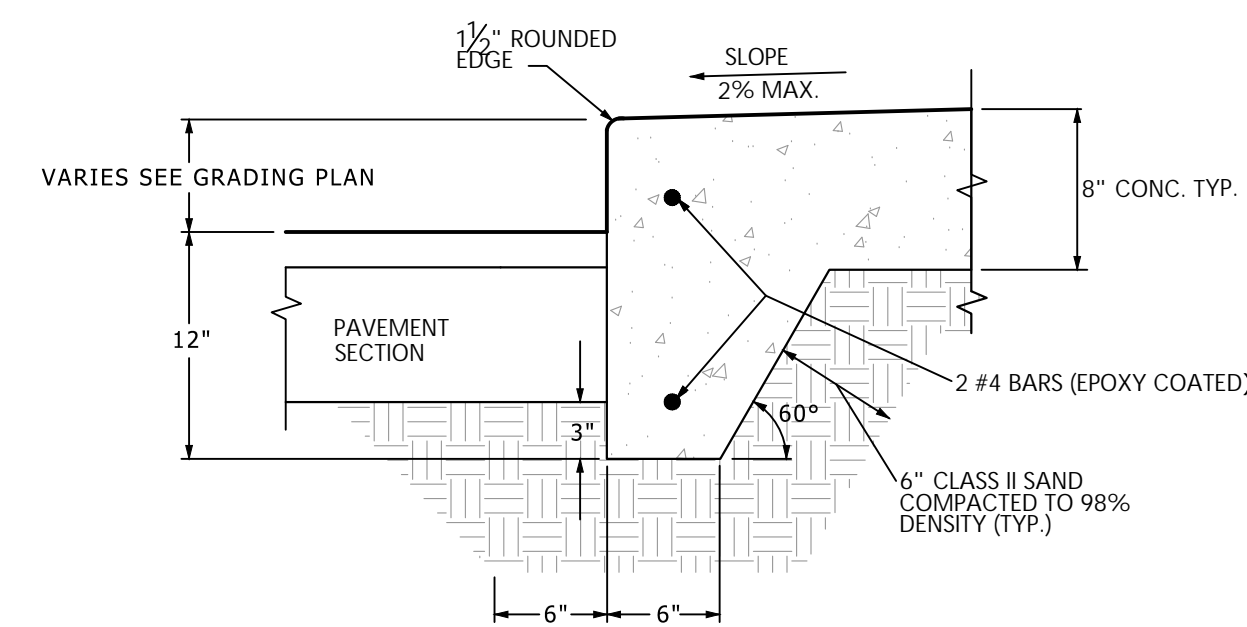
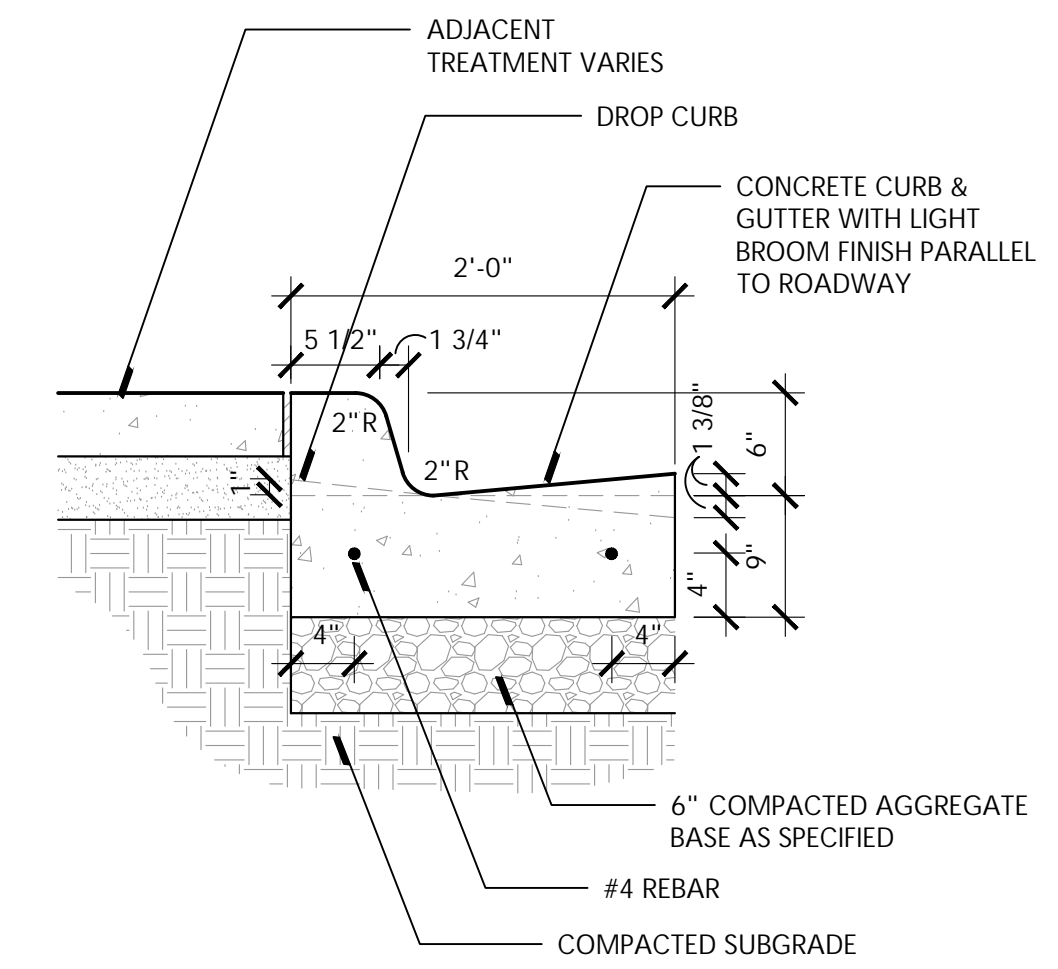
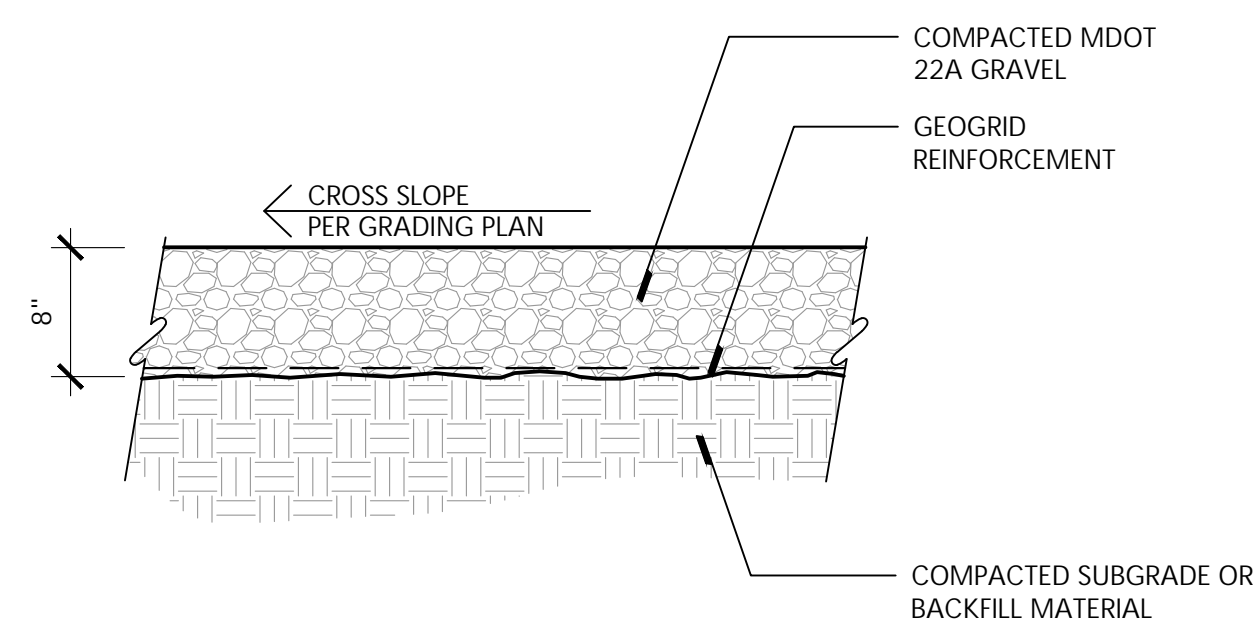
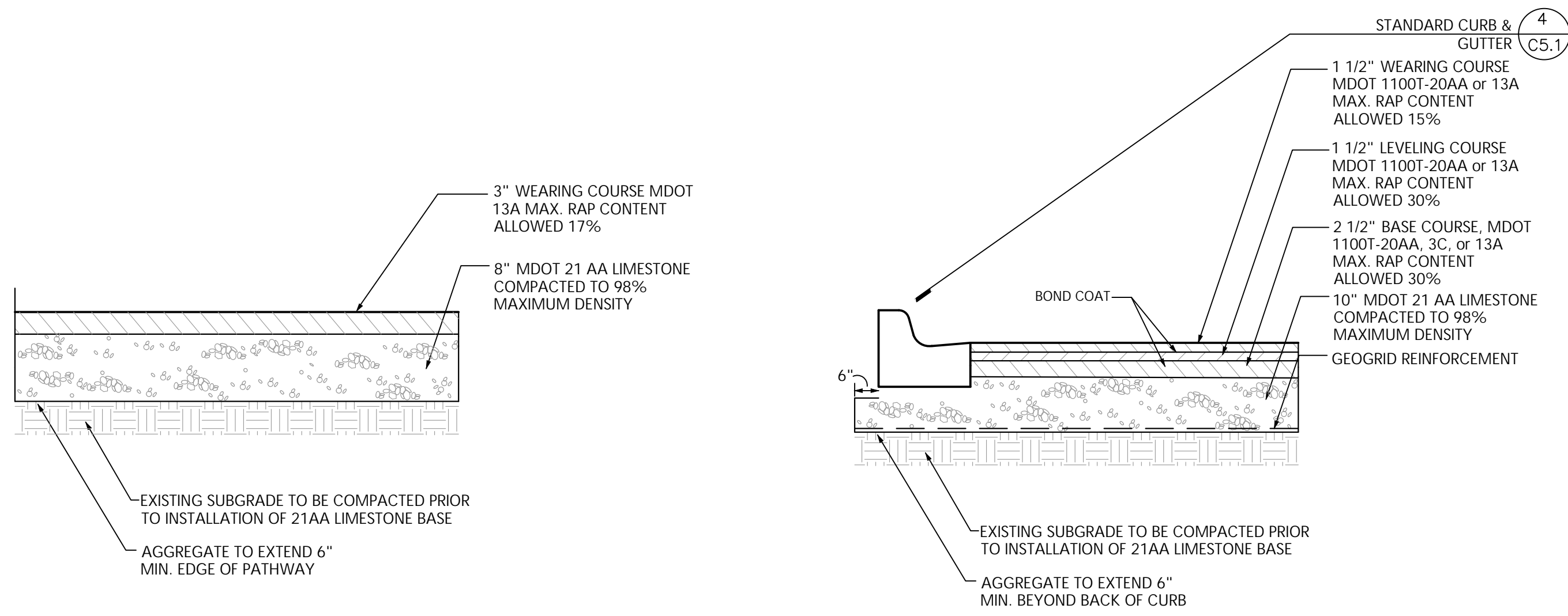
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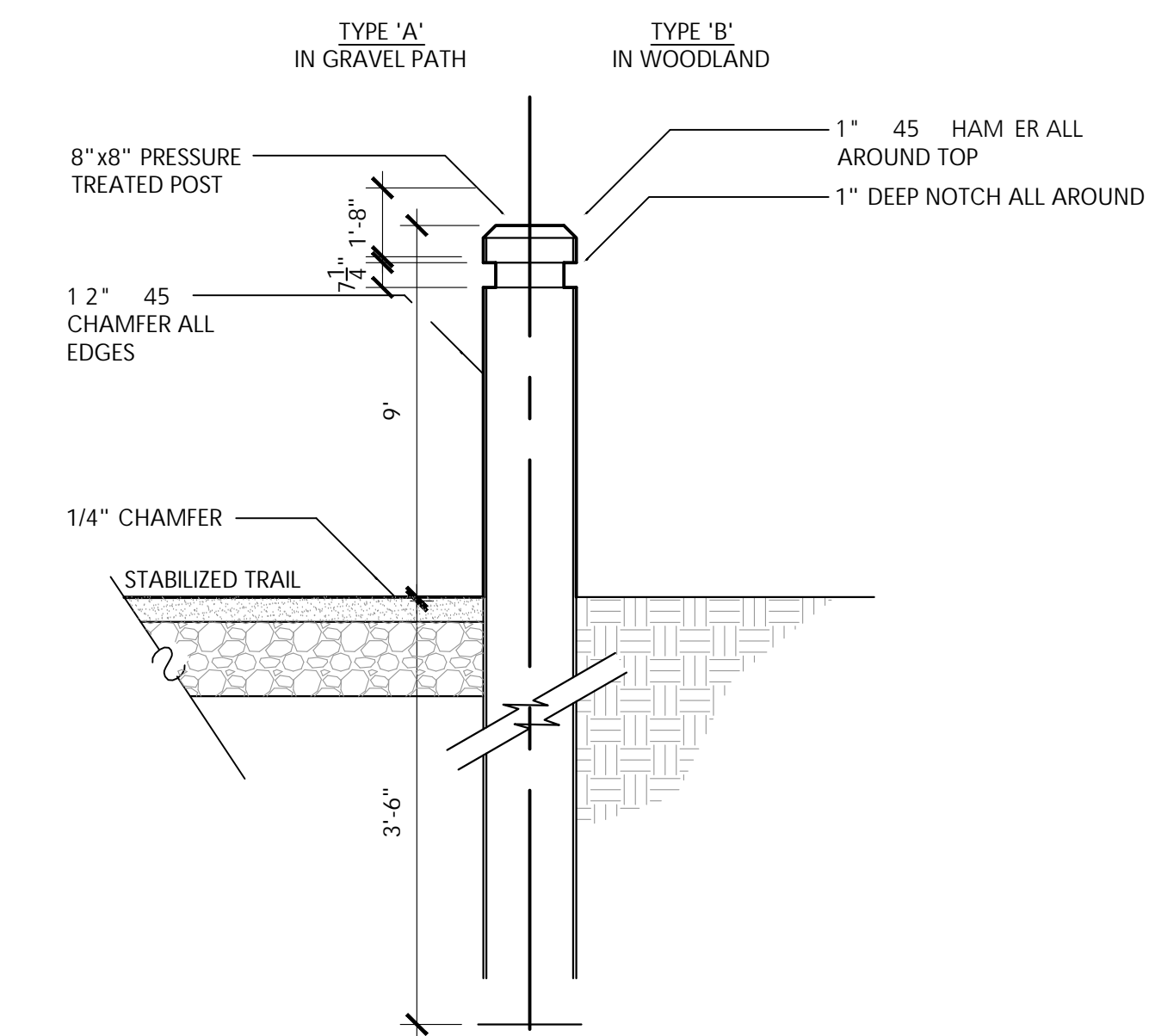
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C6.0 SITE DETAILS

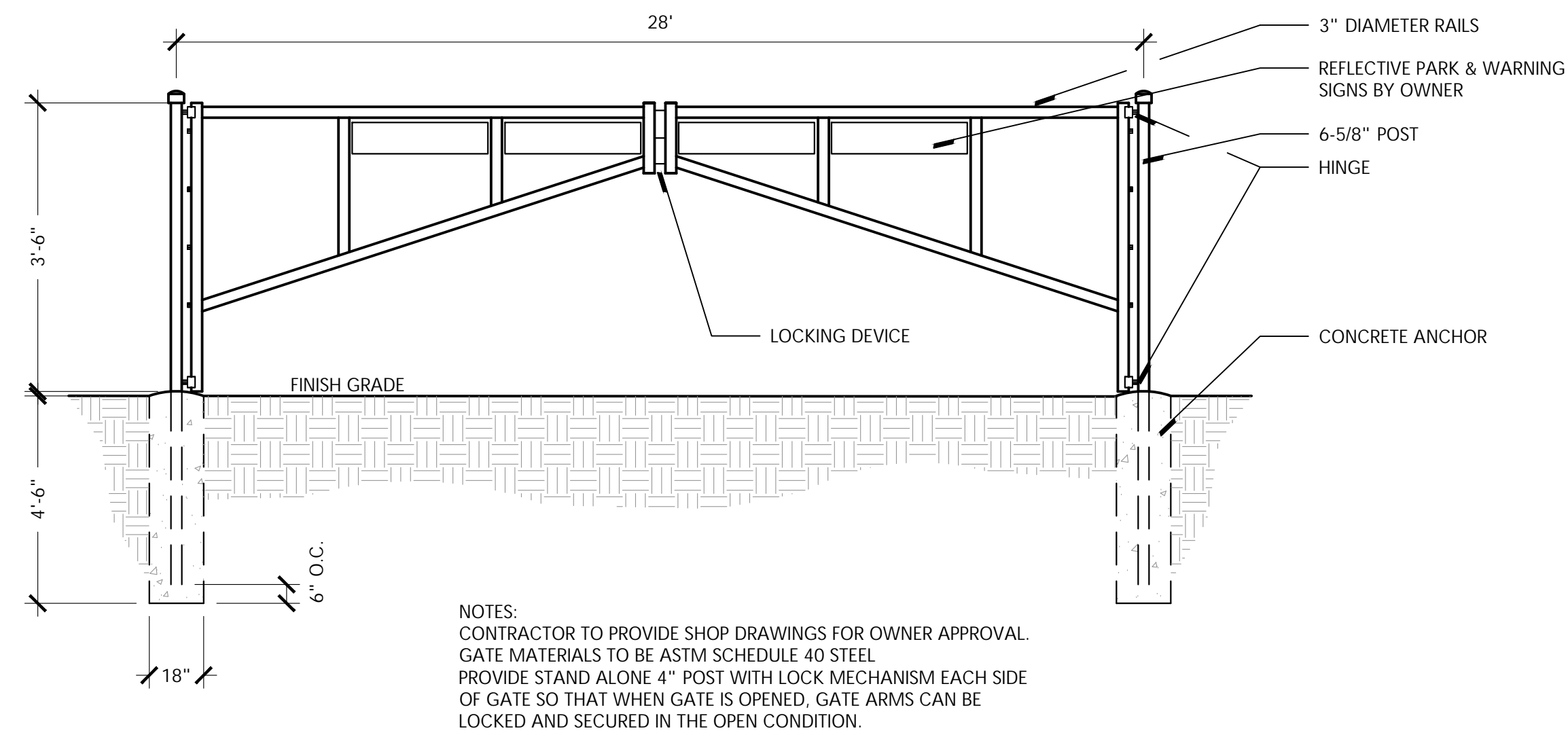
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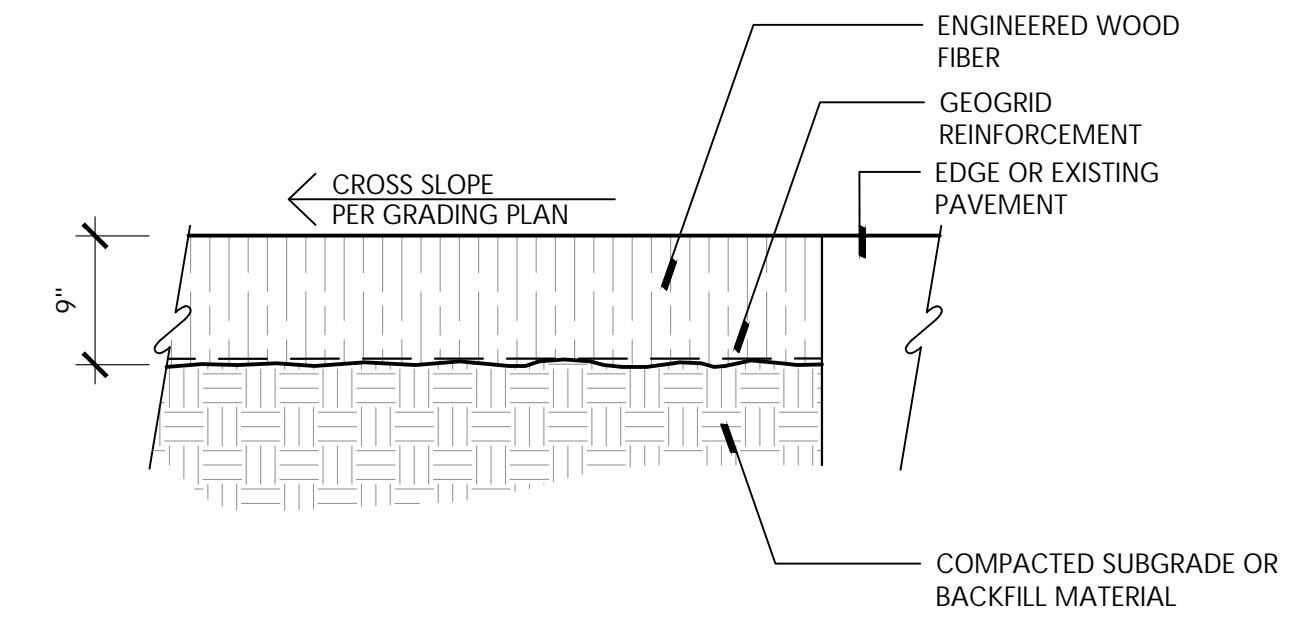




1 Timber Bollard (Alternate 3)
NO SCALE

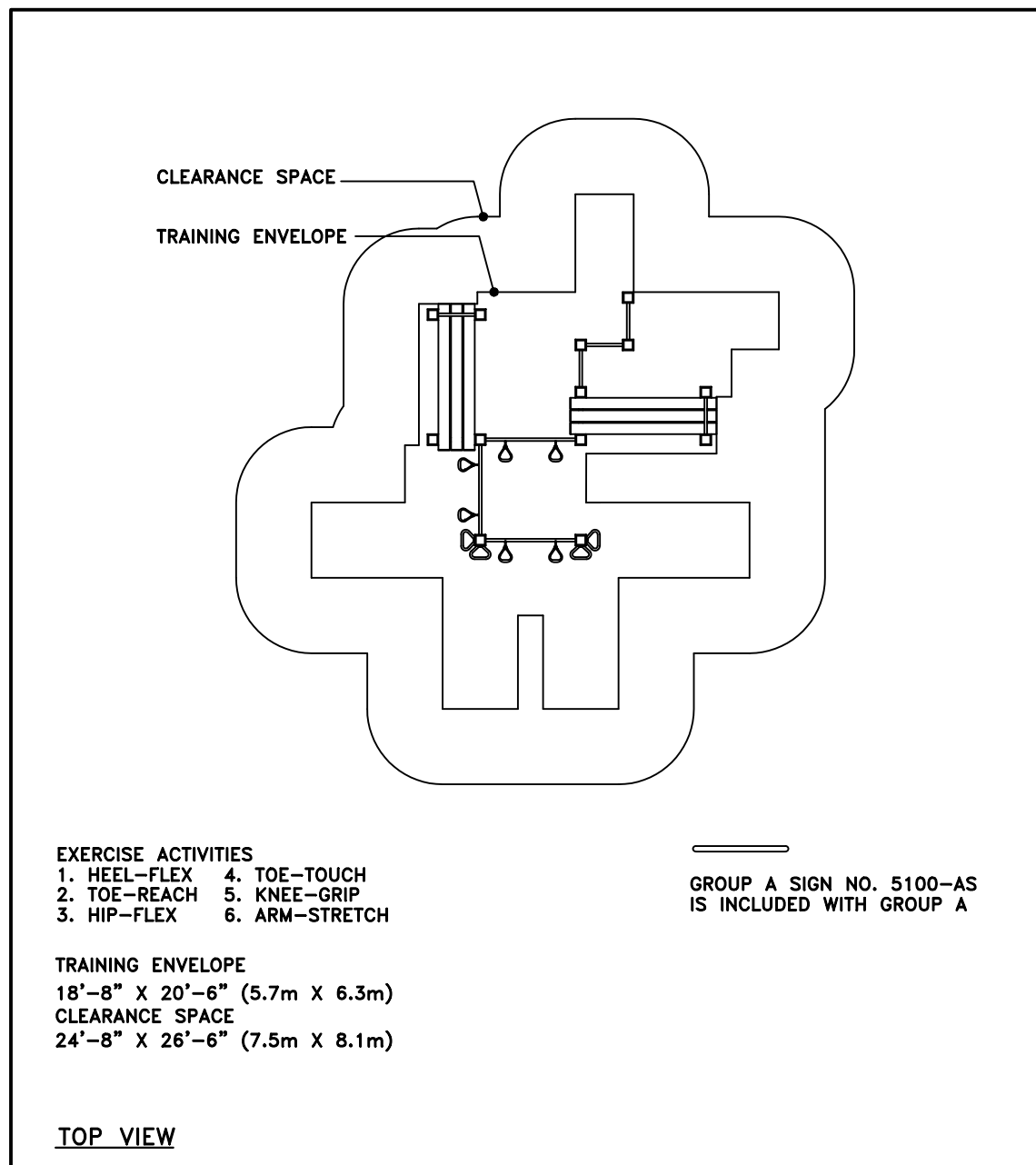


2 Double Swing Park Gate
NO SCALE



3 Engineered Wood Fiber
NO SCALE

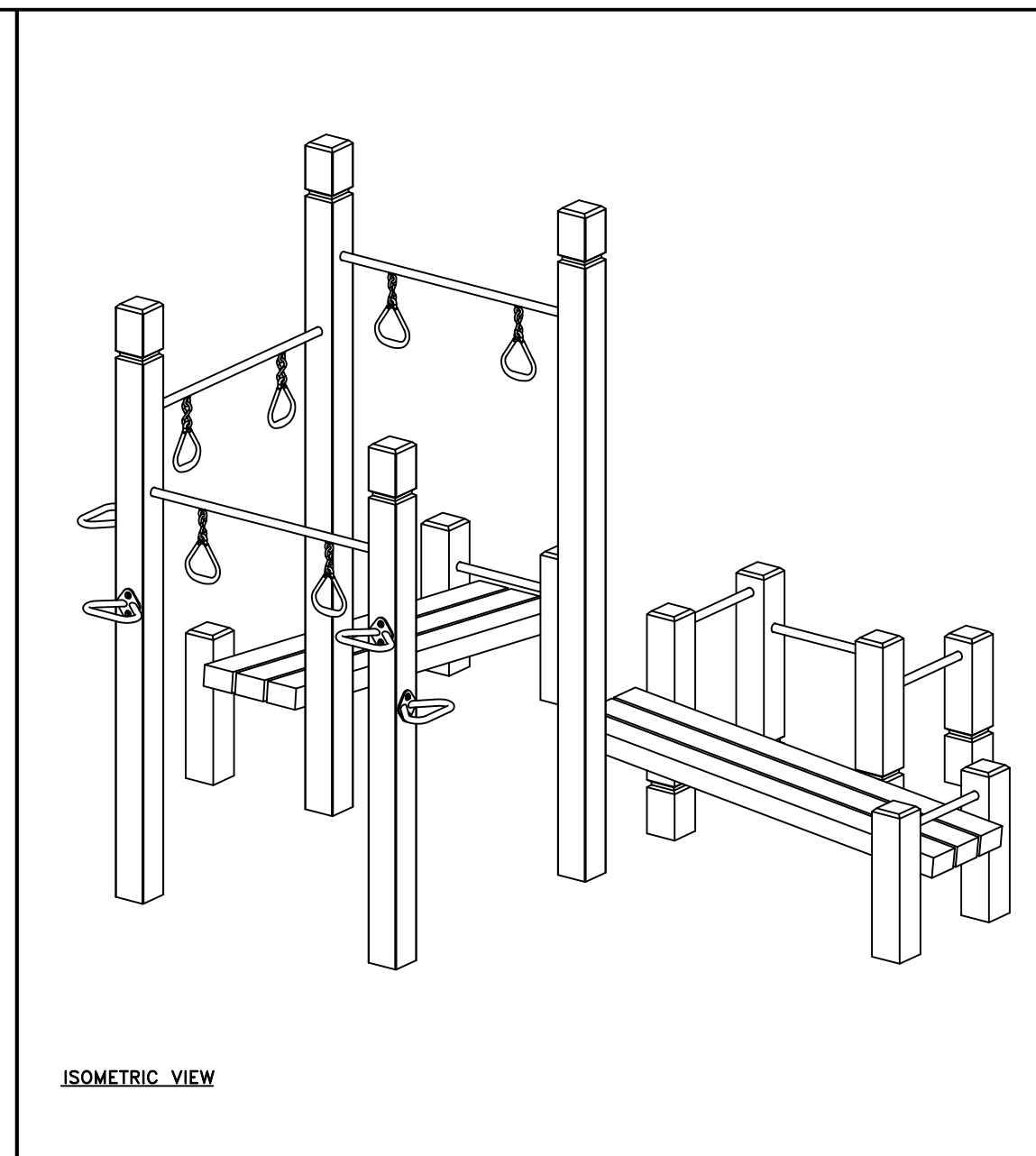
NOTES:
CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR OWNER APPROVAL.
GATE MATERIALS TO BE ASTM SCHEDULE 40 STEEL.
PROVIDE STAND ALONE 4" POST WITH LOCK MECHANISM EACH SIDE
OF GATE SO THAT WHEN GATE IS OPENED, GATE ARMS CAN BE
LOCKED AND SECURED IN THE OPEN CONDITION.



EXERCISE ACTIVITIES
1. HEEL-FLEX 4. TOE-TOUCH
2. TOE-REACH 5. KNEE-GRIP
3. HIP-FLEX 6. ARM-STRETCH

TRAINING ENVELOPE
18'-8" X 20'-6" (5.7m X 6.3m)
CLEARANCE SPACE
24'-8" X 28'-6" (7.5m X 8.1m)

TOP VIEW

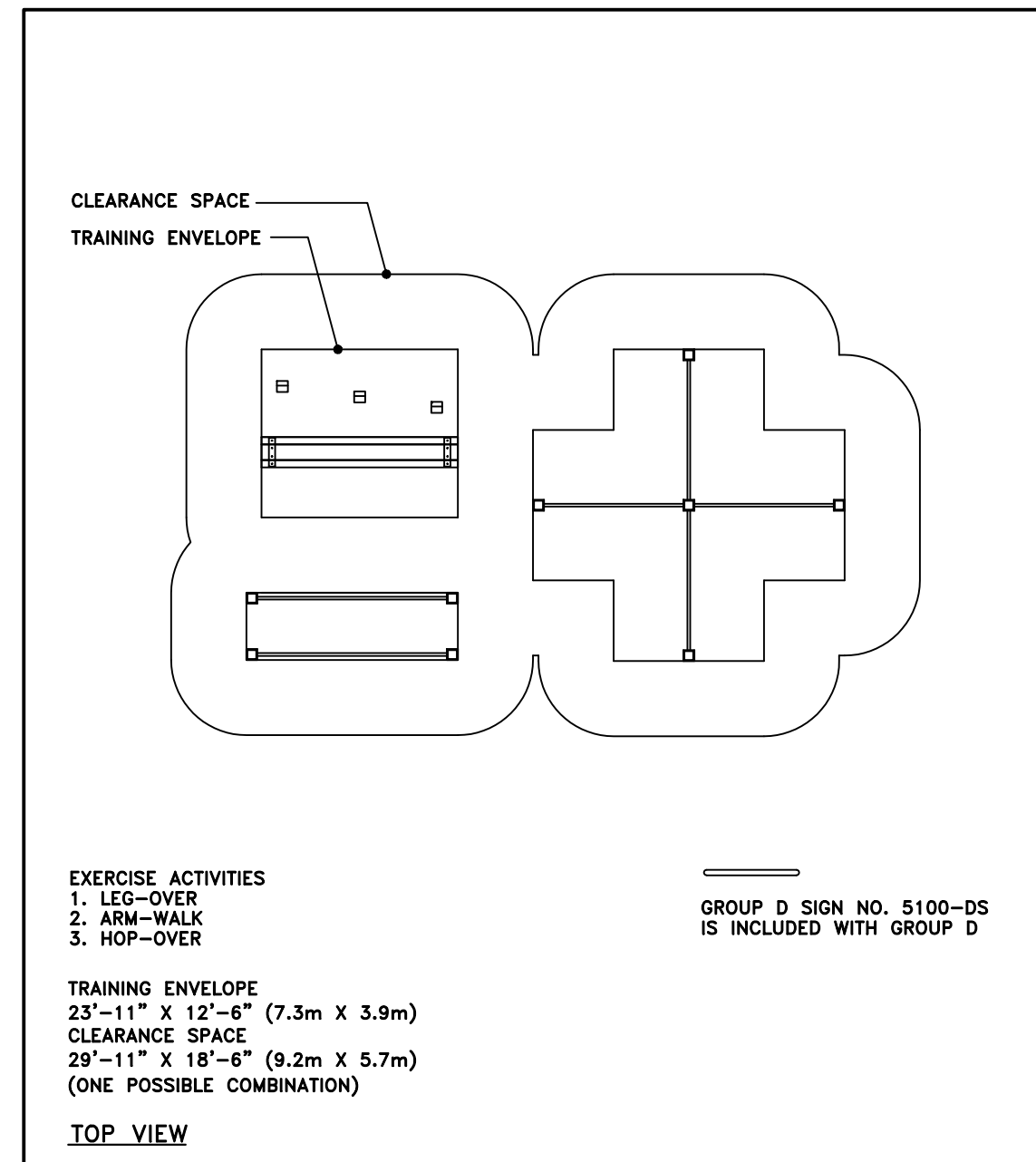


ISOMETRIC VIEW

NOT FOR CONSTRUCTION, CONTACT COLUMBIA CASCADE COMPANY FOR INSTALLATION INSTRUCTIONS.

DATE	REVISION	BY	CHKD	DESCRIPTION

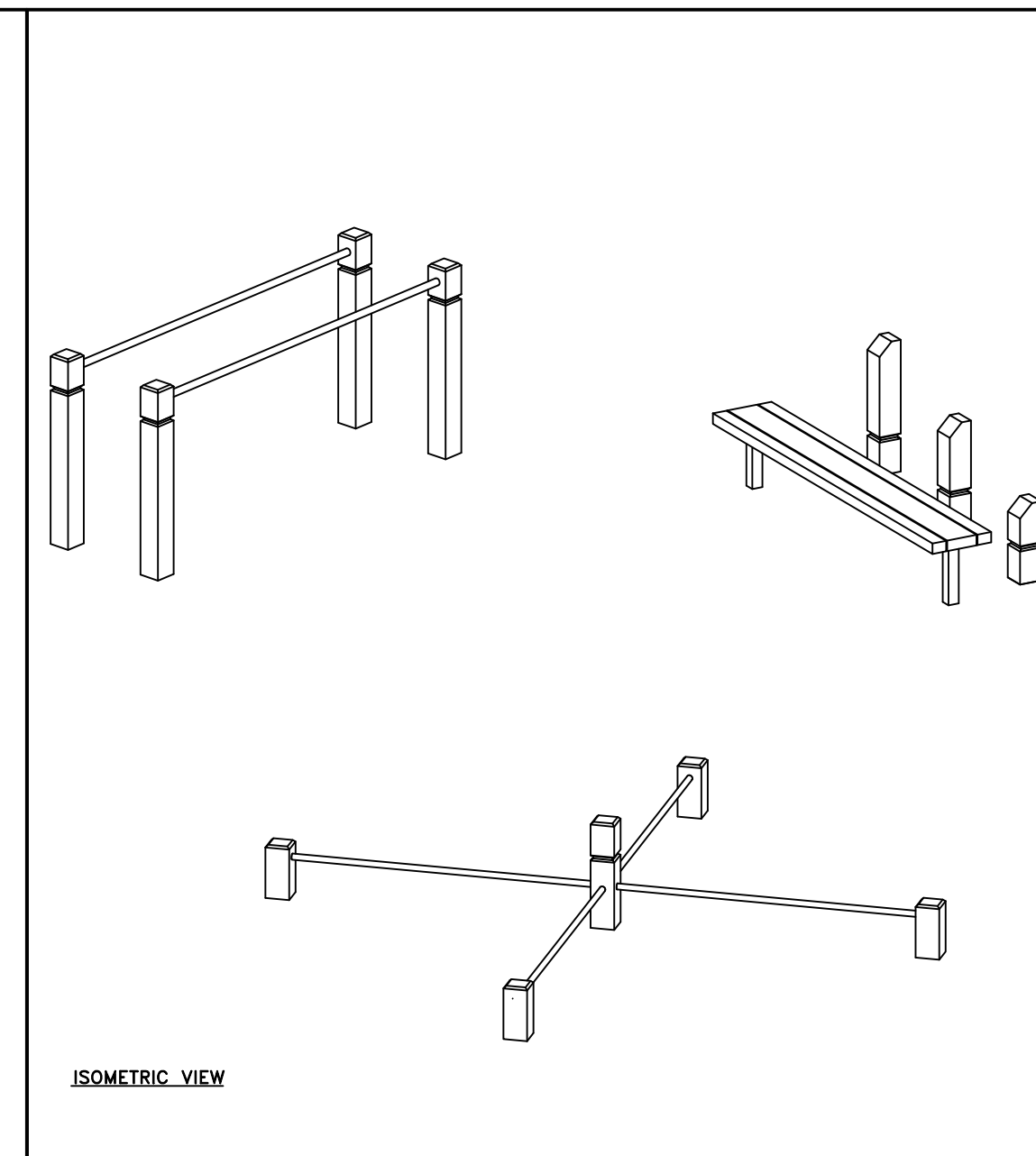
4 Exercise Station 'A'
NOT TO SCALE



EXERCISE ACTIVITIES
1. LEG-OVER
2. ARM-WALK
3. HOP-OVER

TRAINING ENVELOPE
23'-11" X 12'-6" (7.3m X 3.9m)
CLEARANCE SPACE
29'-11" X 18'-6" (9.2m X 5.7m)
(ONE POSSIBLE COMBINATION)

TOP VIEW

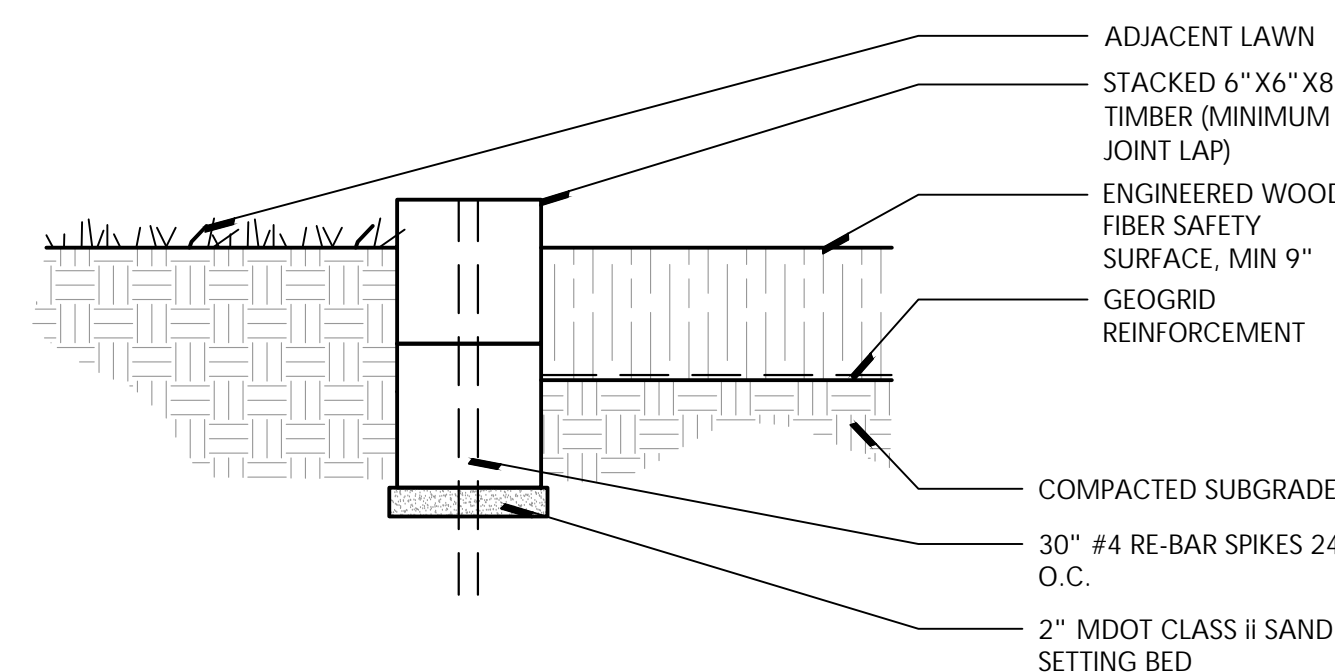


ISOMETRIC VIEW

NOT FOR CONSTRUCTION, CONTACT COLUMBIA CASCADE COMPANY FOR INSTALLATION INSTRUCTIONS.

DATE	REVISION	BY	CHKD	DESCRIPTION

5 Exercise Station 'B'
NOT TO SCALE



6 Timber Edging
NO SCALE

Seal

Project Title

White Lake Twp.
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White Lake Township, MI

Sheet Title

Dates

Dates	Issued for
12.14.2022	DRAFT DESIGN DEVELOPMENT
1.6.2023	DESIGN DEVELOPMENT

Scale

Quality Control

Drawn: MK, LDS
Checked: LDS, BB
Approved: BB

Project Number

2022024

Sheet Number

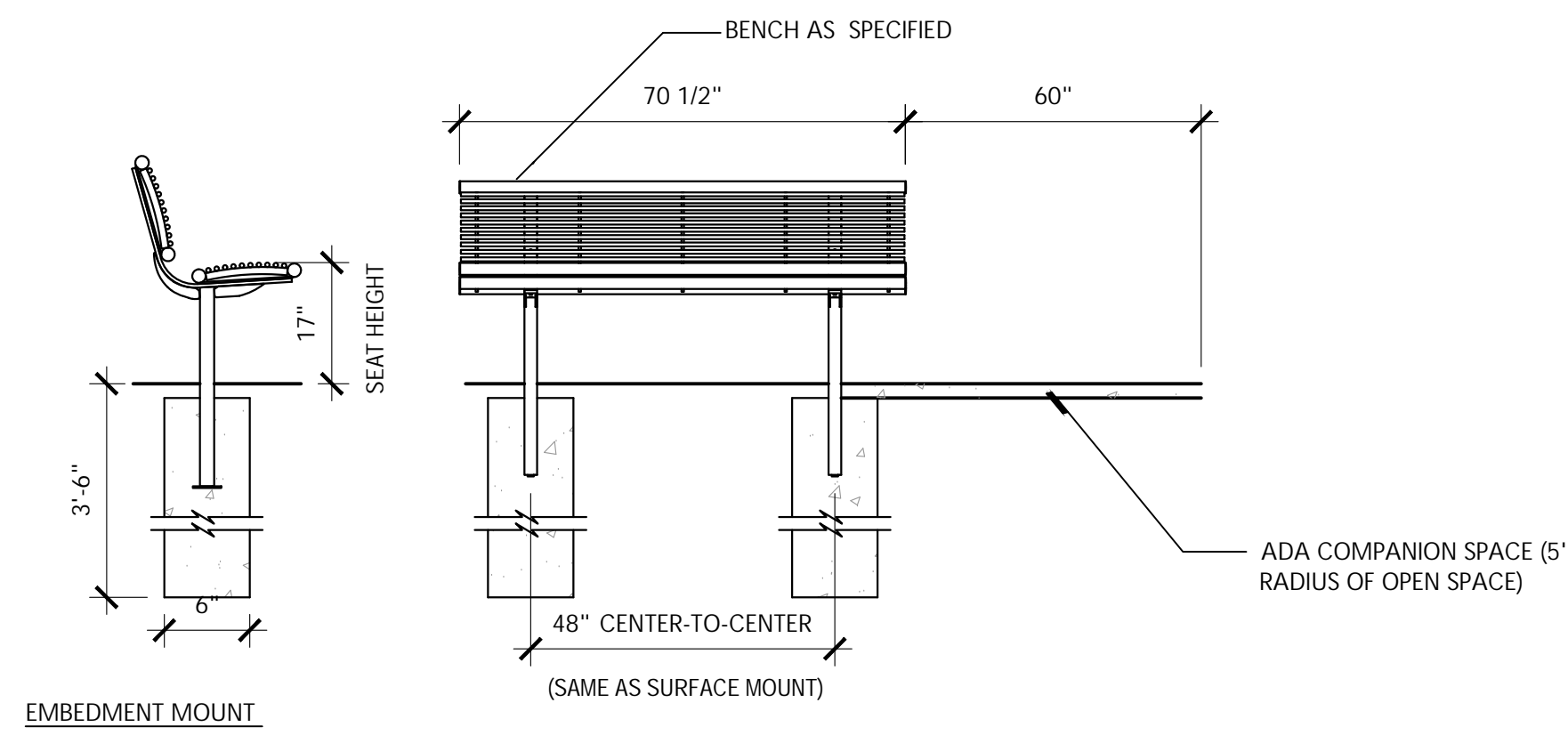
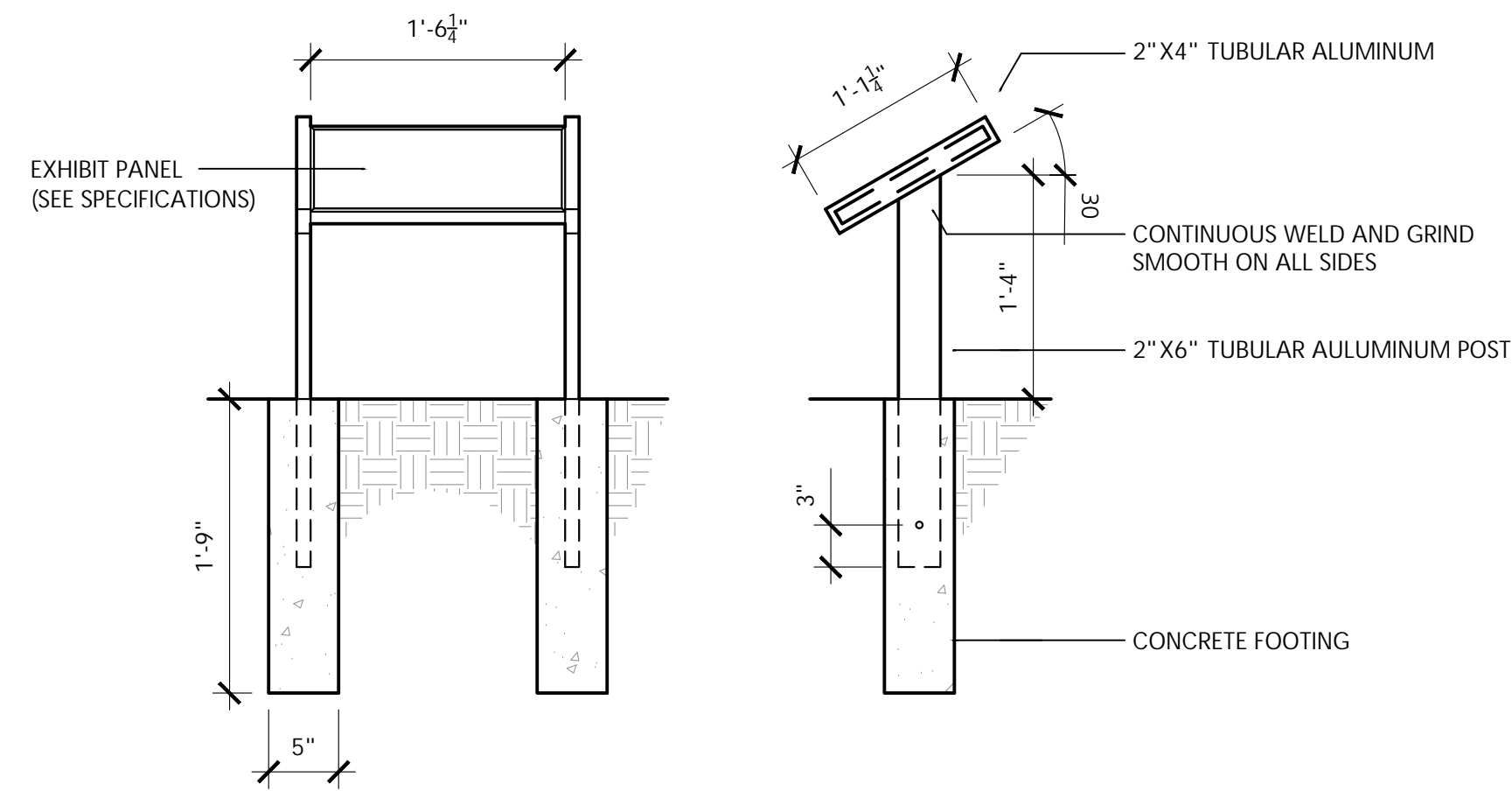
C6.2 SITE DETAILS

B R [Ⓢ] Beckett & Raeder

Landscape Architecture
Planning, Engineering &
Environmental Services

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103
734.663.2622 ph
734.663.6759 fx

Consultants



1 Wildlife Interpretive Sign
SCALE: SEE DETAILS

2 Bench with ADA Companion Seating
SCALE: SEE DETAILS

Seal

Project Title

White Lake Twp.
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Quality Control

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Approved: BB

Project Number

2022024

Sheet Number

C6.3 SITE DETAILS

Consultants

Seal

Project Title

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Stanley Park
Phase 1 Implementation

White Lake Township, MI

Sheet Title

Dates

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Quality Control

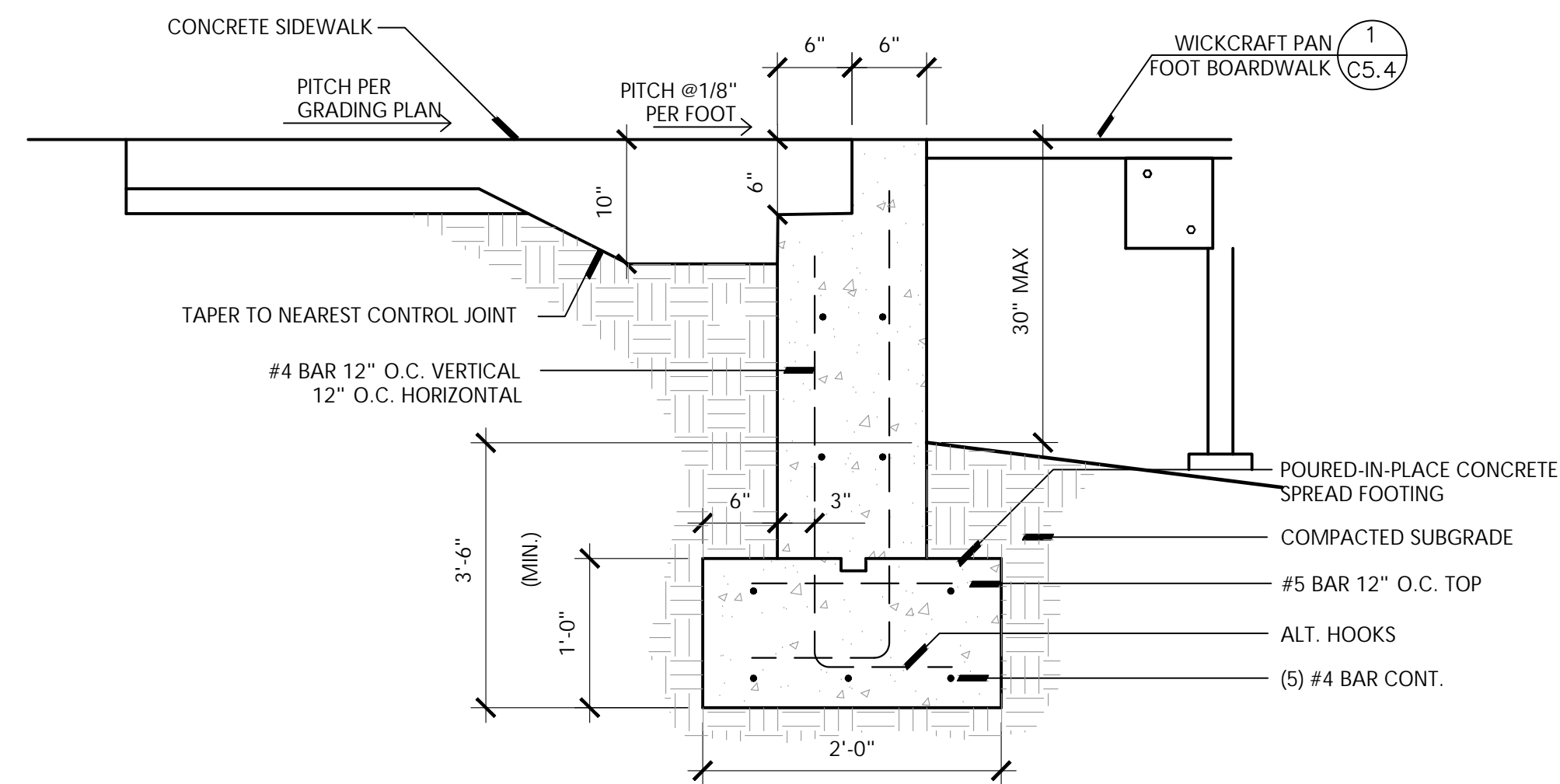
Drawn: MK, LDS
Checked: LDS, BB
Approved: BB

Project Number

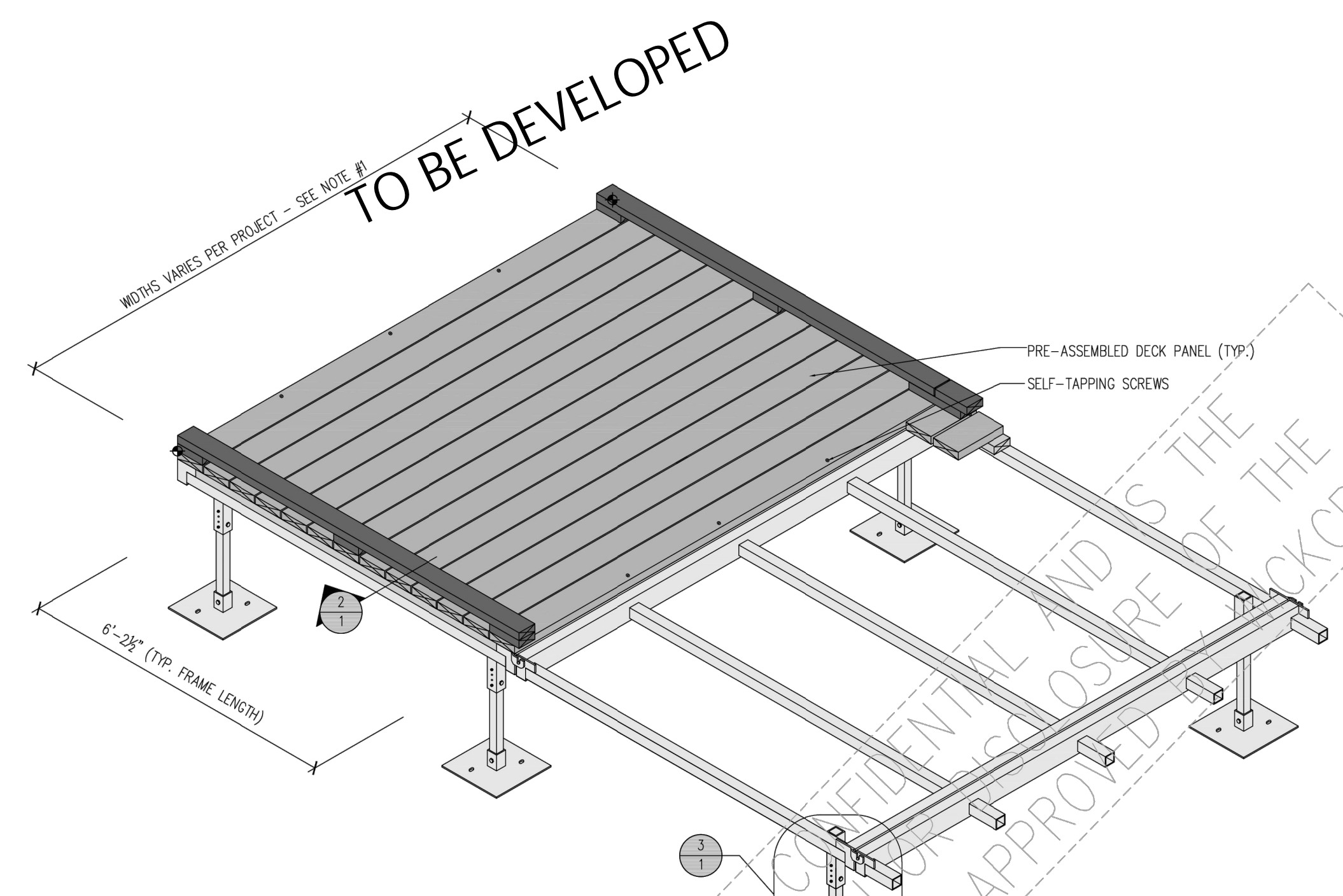
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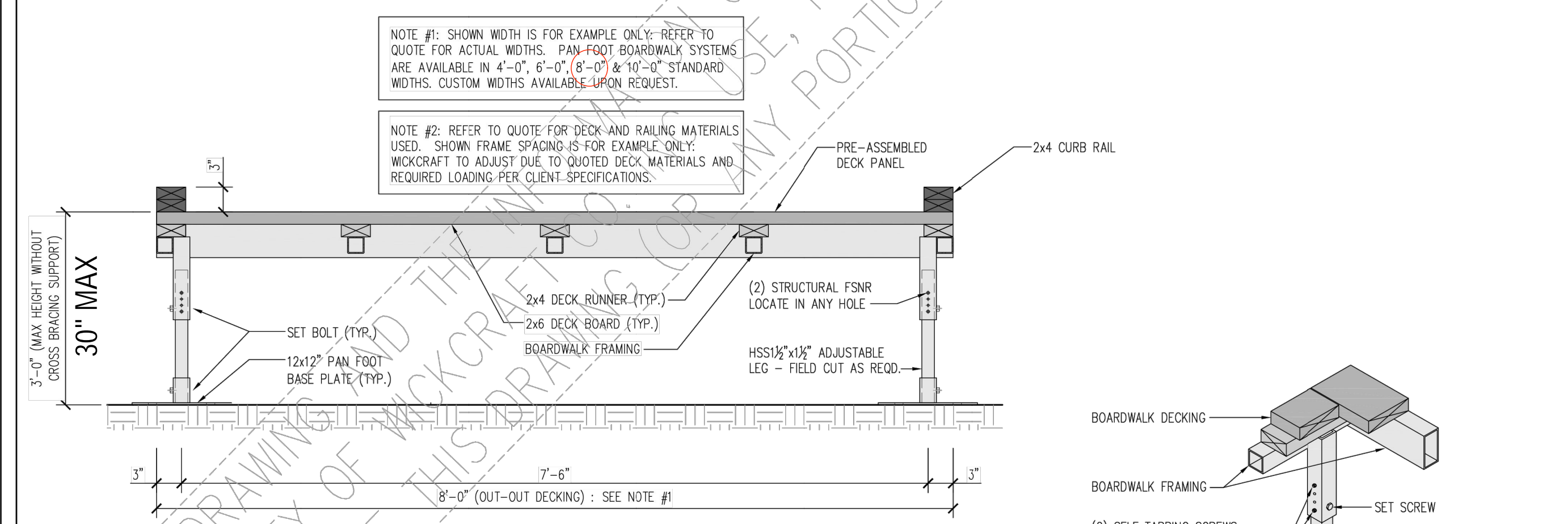
C6.4 SITE DETAILS



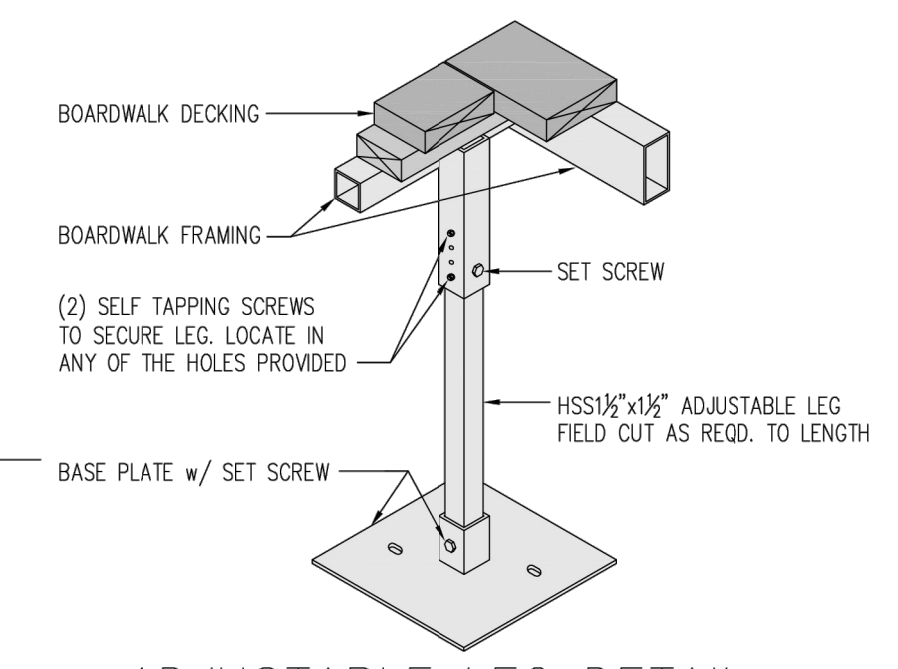
2 Concrete Abutment at Boardwalk
SCALE: SEE DETAILS



1 PAN FOOT WALKWAY SYSTEM
w/ 2x4 RUNNER RAIL
SCALE: N.T.S.



1 WALKWAY SECTION w/ 2x4 RUNNER RAIL
SCALE: N.T.S.



3 ADJUSTABLE LEG DETAIL
SCALE: N.T.S.

WICKCRAFT BOARDWALKS
WICKCRAFT BOARDWALKS
2317 DANIELS ST. MADISON, WI 53718
(608) 244-9177

TITLE
PAN FOOT w/ 2x4 RUNNER RAIL

DRAWN BY: JLL DATE: 11/09/22 DWG. NO. 1

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Consultants

Seal

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White Lake Twp.
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White Lake Township, MI

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Quality Control

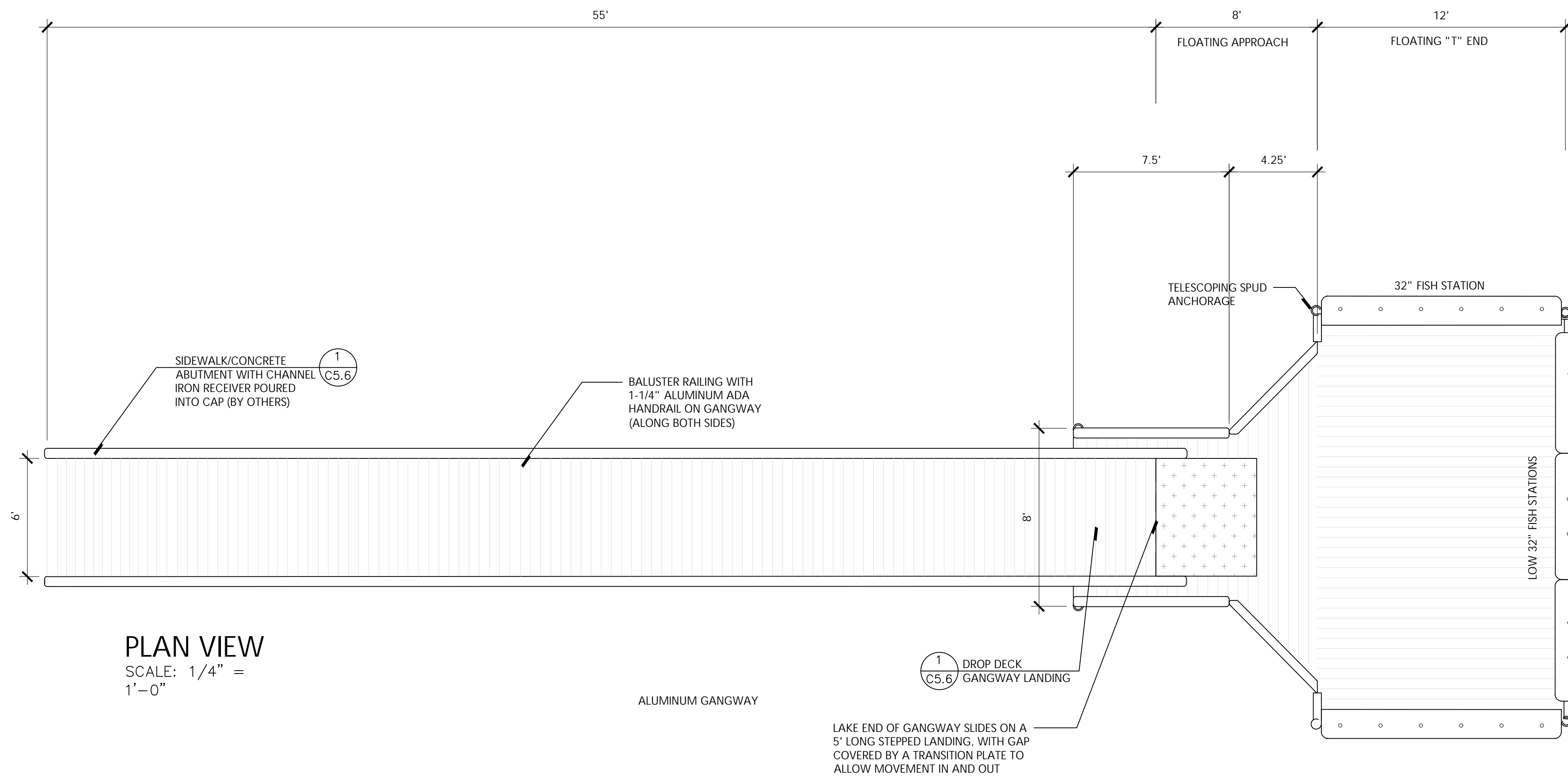
Drawn: MK, LDS
Checked: LDS, BB
Approved: BB

Project Number

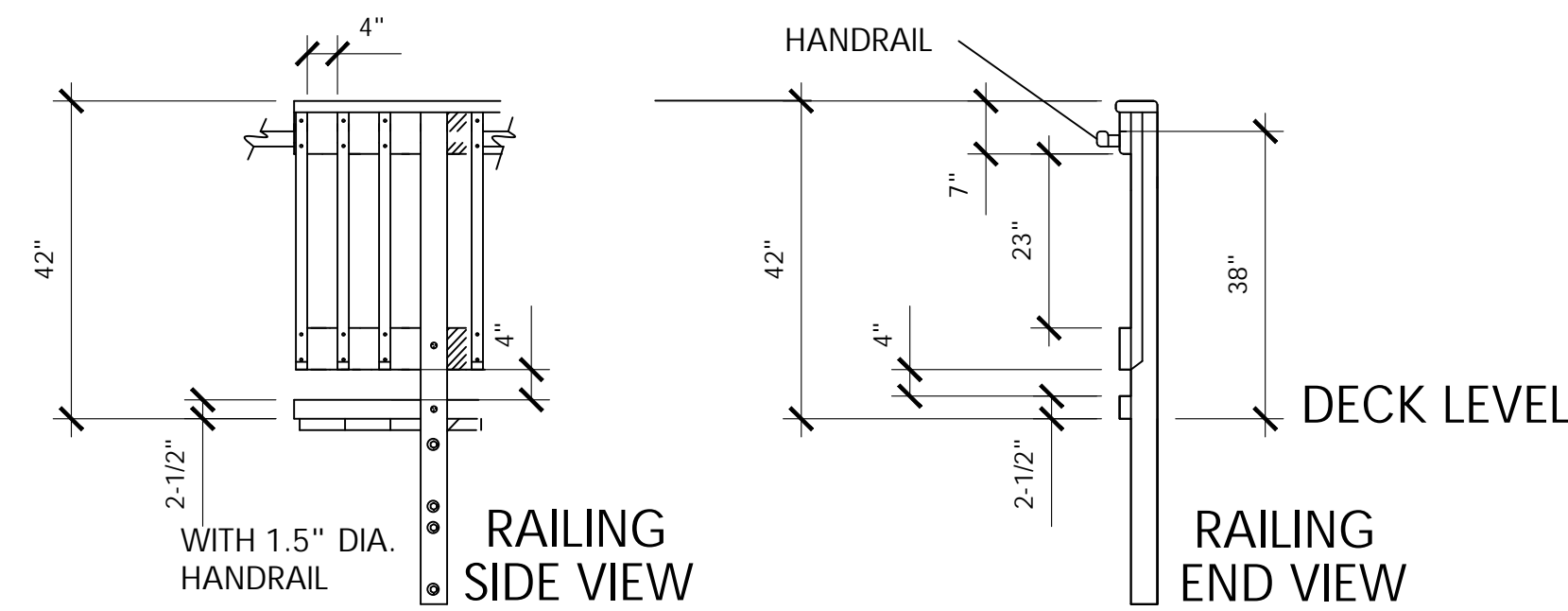
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Sheet Number

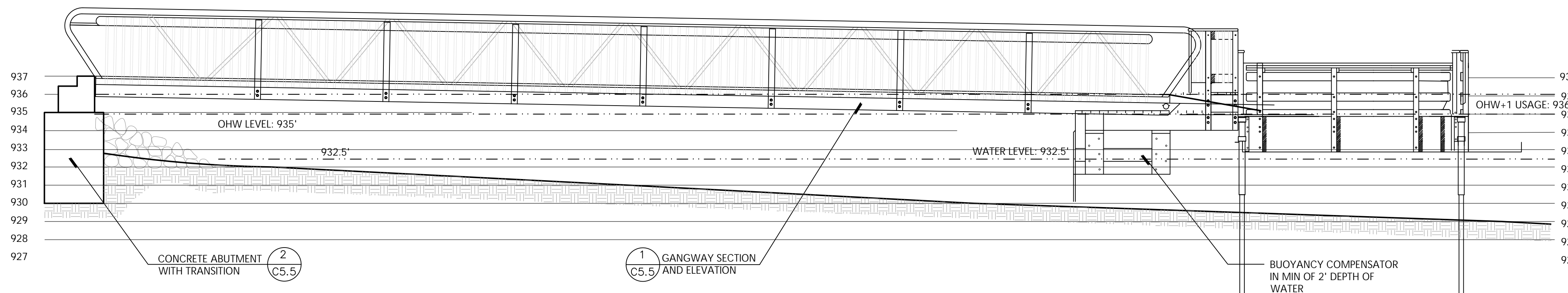
C6.5 SITE DETAILS



PLAN VIEW
SCALE: 1/4" =
1'-0"



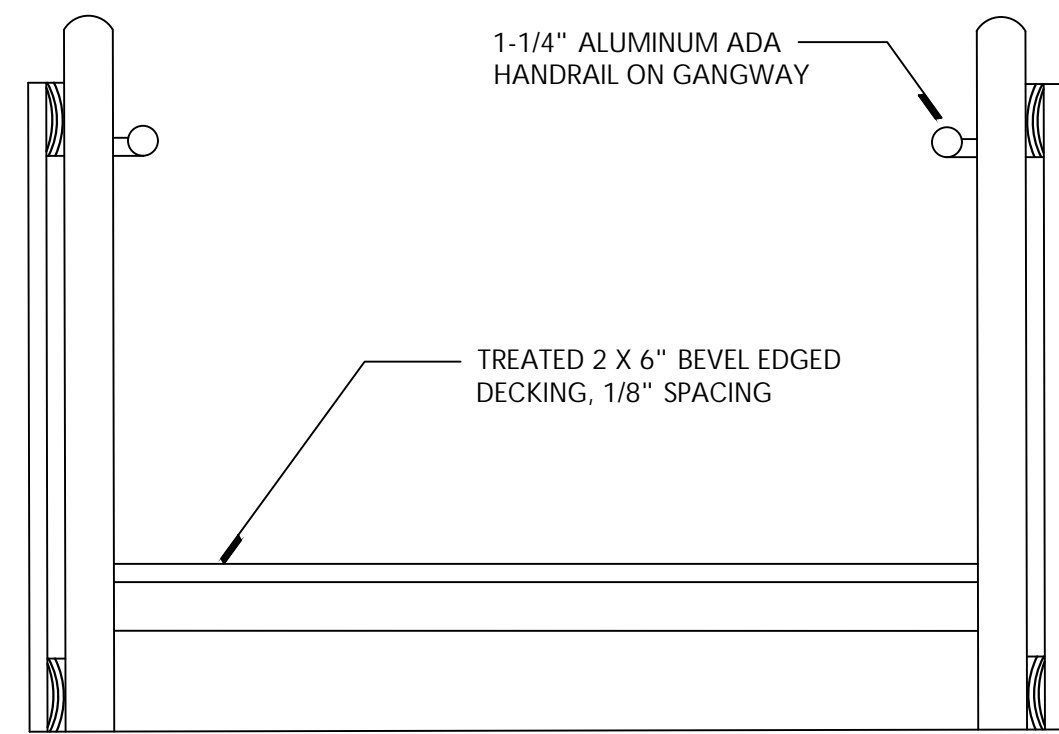
RAILING DETAIL
NOT TO SCALE



SIDE ELEVATION
SCALE: 1/4" =
1'-0"

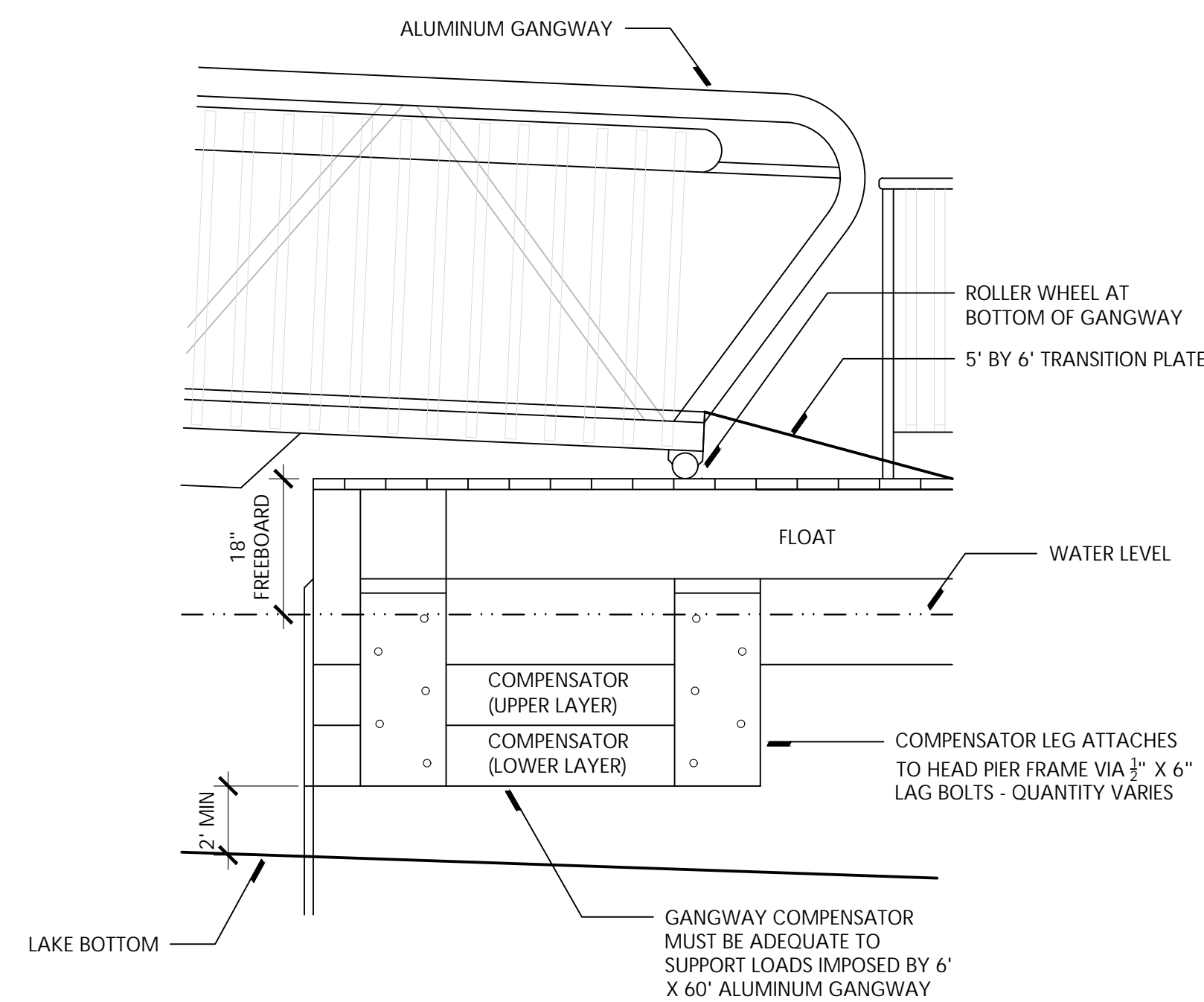
Dates	
Dates	Issued for
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1.6.2023	DESIGN DEVELOPMENT

Quality Control	
Drawn: MK, LDS	
Checked: LDS, BB	
Approved: BB	



GANGWAY SECTION ELEVATION

NOT TO SCALE

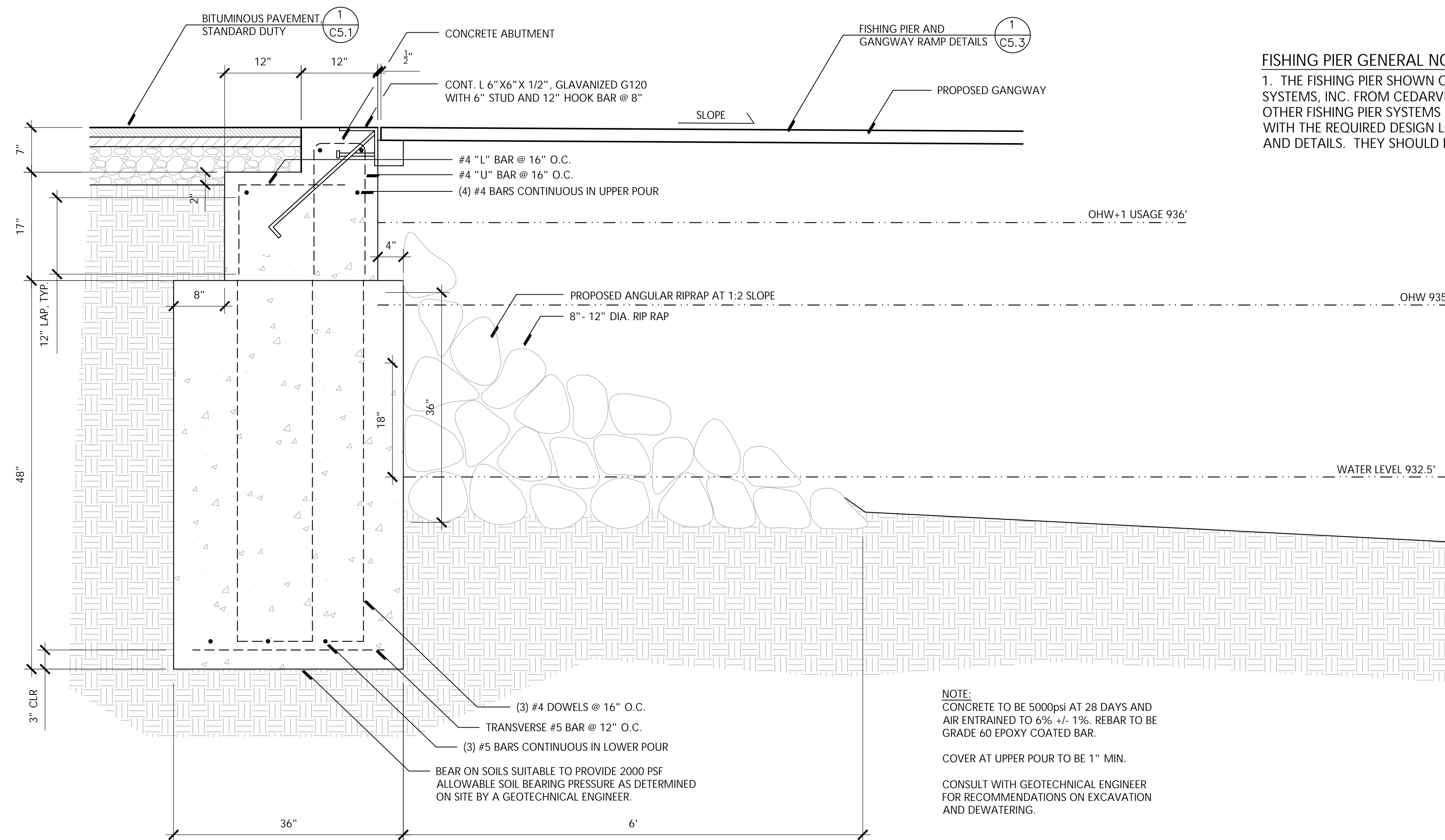


DROP DECK GANGWAY LANDING

NOT TO SCALE

1 Fishing Pier and Gang Way Ramp Details (Cont.)

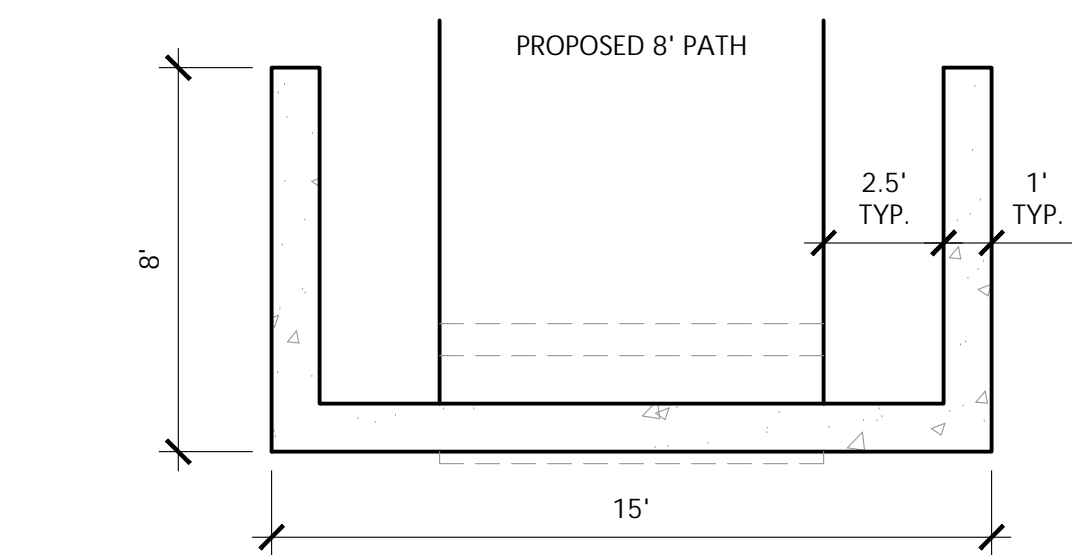
NO SCALE



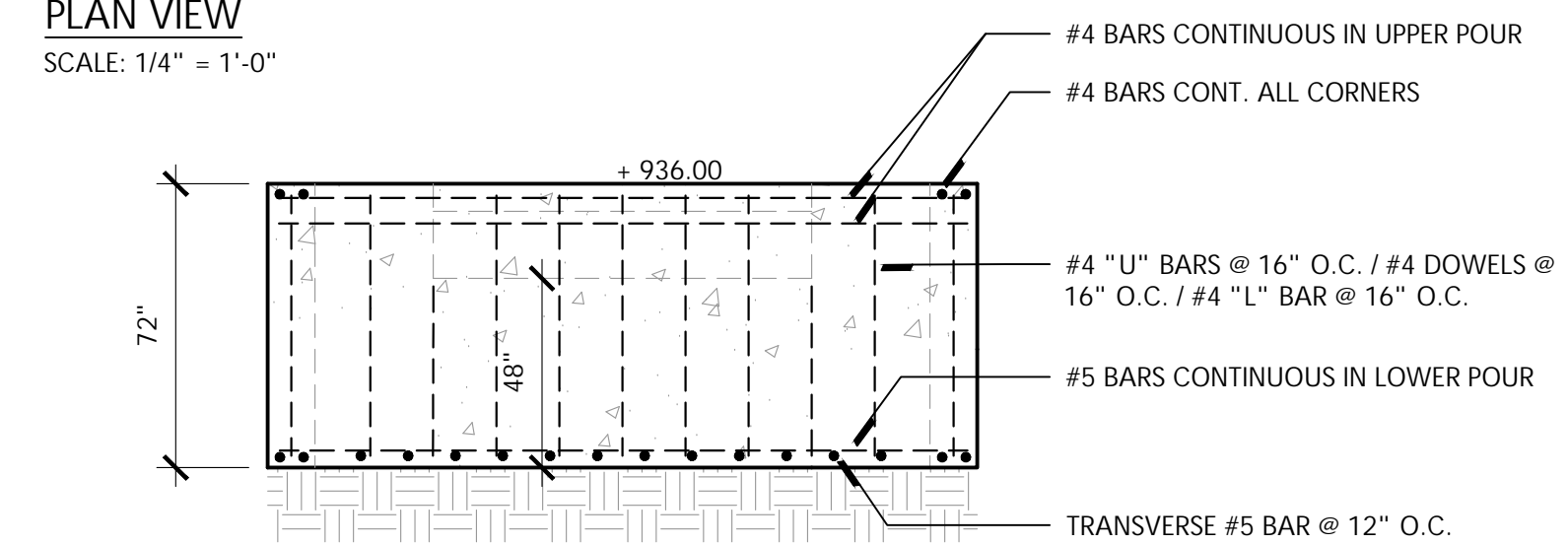
SECTION VIEW
 SCALE: 1" = 1'-0"

FISHING PIER GENERAL NOTES:

1. THE FISHING PIER SHOWN ON THIS SITE DETAIL SHEET ARE BASED OFF A PIER BY FLOTATION DOCKING SYSTEMS, INC. FROM CEDARVILLE, MICHIGAN (906.484.3422). IT IS NOT THE INTENT TO PRECLUDE ANY OTHER FISHING PIER SYSTEMS FROM A DIFFERENT MANUFACTURER. HOWEVER, THEY SHOULD COMPLY WITH THE REQUIRED DESIGN LOADS, DIMENSIONS AND BE CONSTRUCTED WITH THE SPECIFIED MATERIALS AND DETAILS. THEY SHOULD BE OF A QUALITY EQUAL TO OR BETTER THAN THE SPECIFICATIONS PROVIDED.



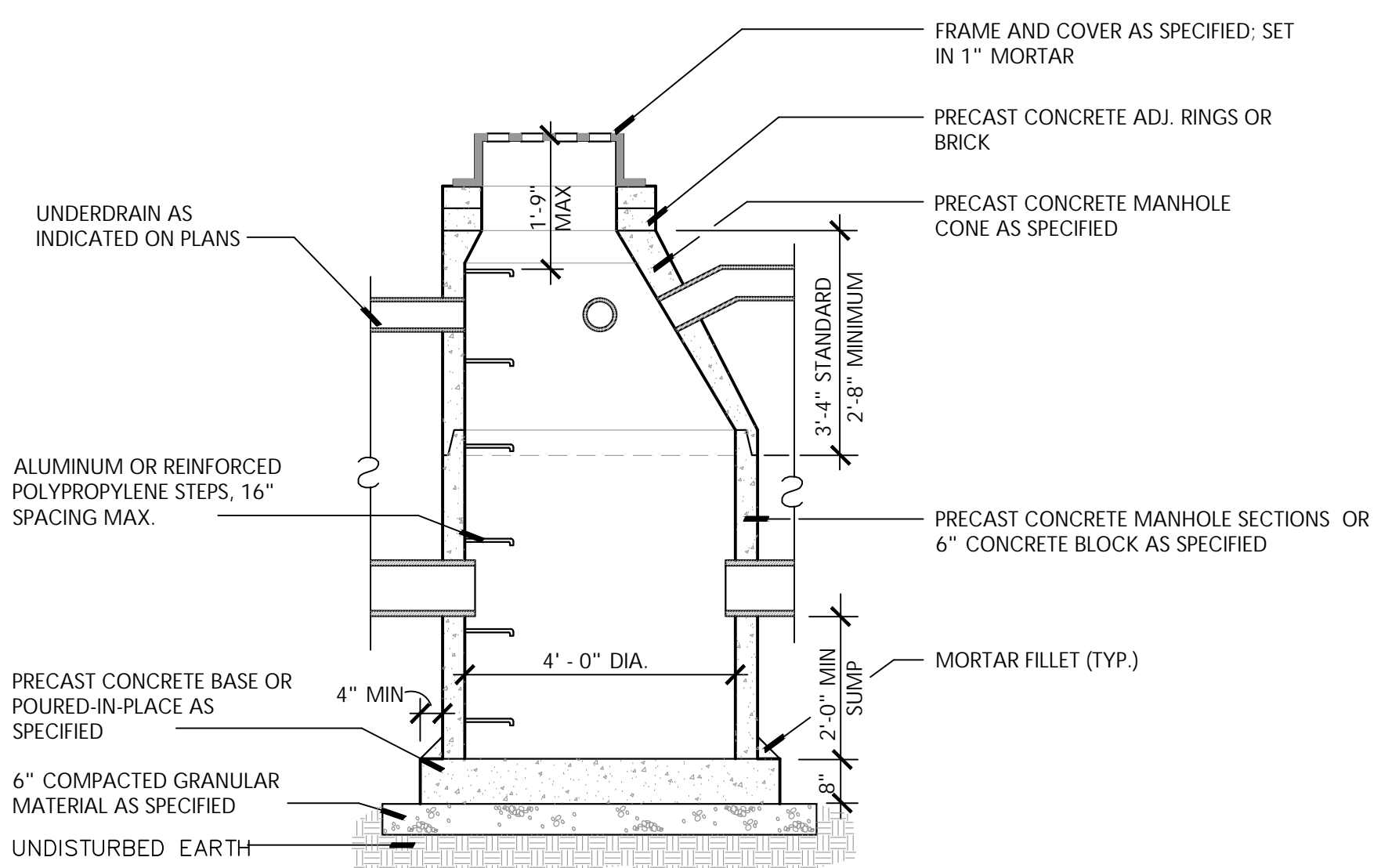
PLAN VIEW
 SCALE: 1/4" = 1'-0"



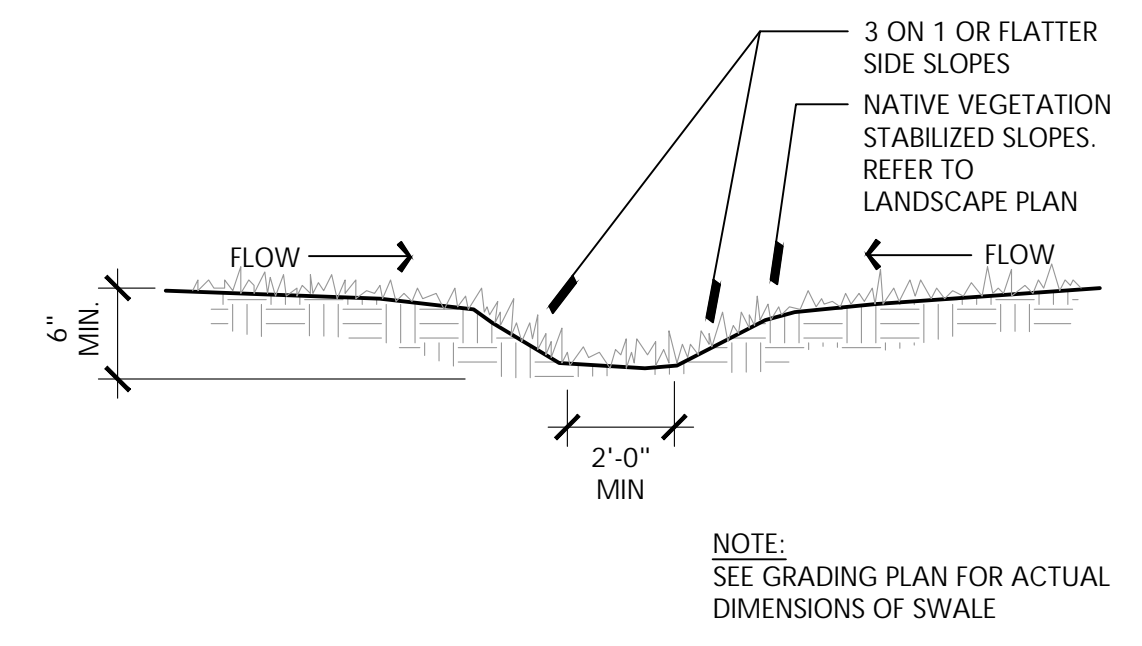
SECTION VIEW: ABUTMENT VIEWED FROM WATER
 SCALE: 1/4" = 1'-0"

2 Concrete Abutment with Transition

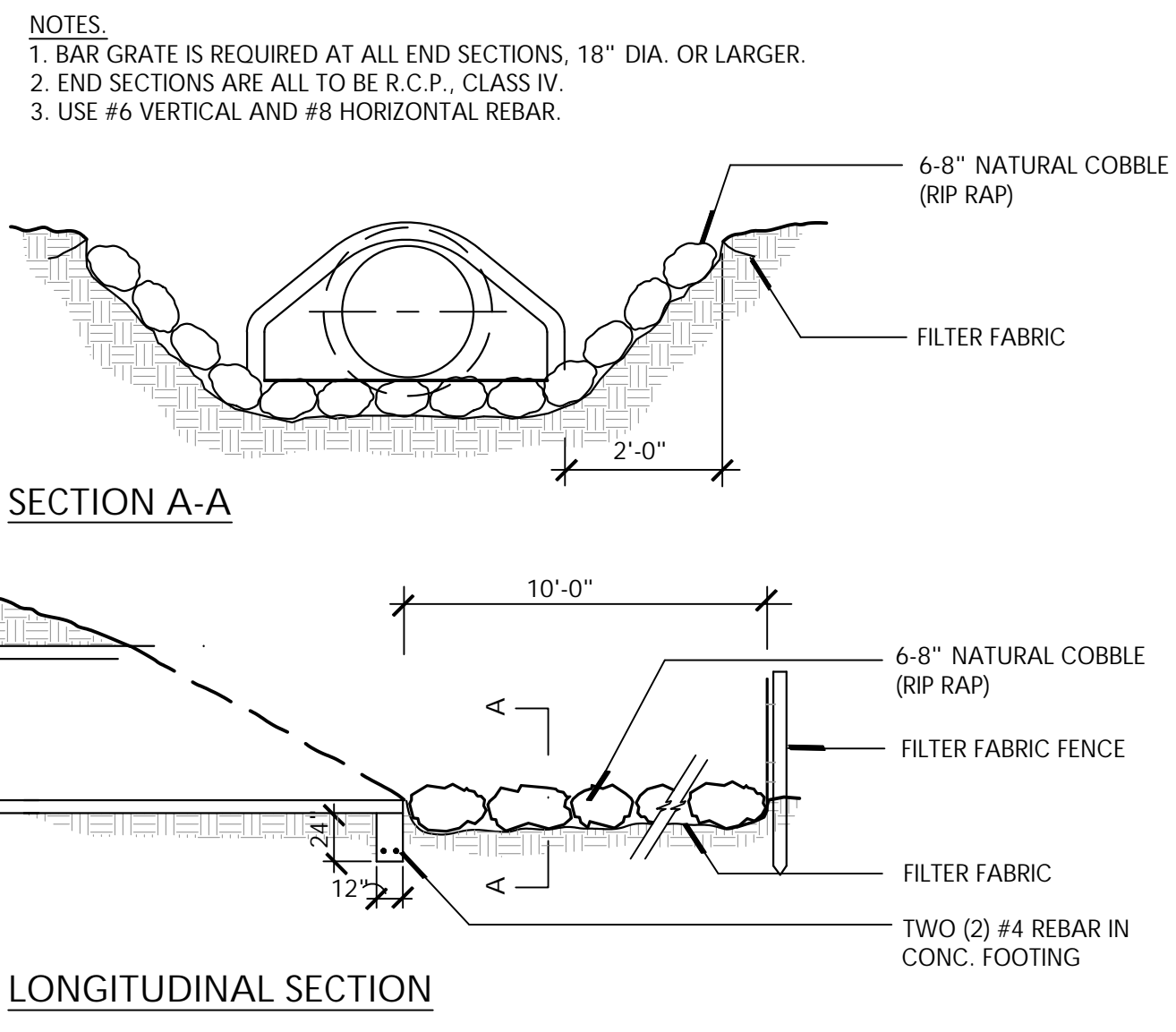
SCALE: SEE DETAILS



1 Catch Basin
NOT TO SCALE



2 Vegetated Swale
NOT TO SCALE



3 Flared End Section
NO SCALE

NOTES:
 1. BAR GRATE IS REQUIRED AT ALL END SECTIONS, 18" DIA. OR LARGER.
 2. END SECTIONS ARE ALL TO BE R.C.P., CLASS IV.
 3. USE #6 VERTICAL AND #8 HORIZONTAL REBAR.

Seal

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White Lake Twp.
Stanley Park
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Approved: BB

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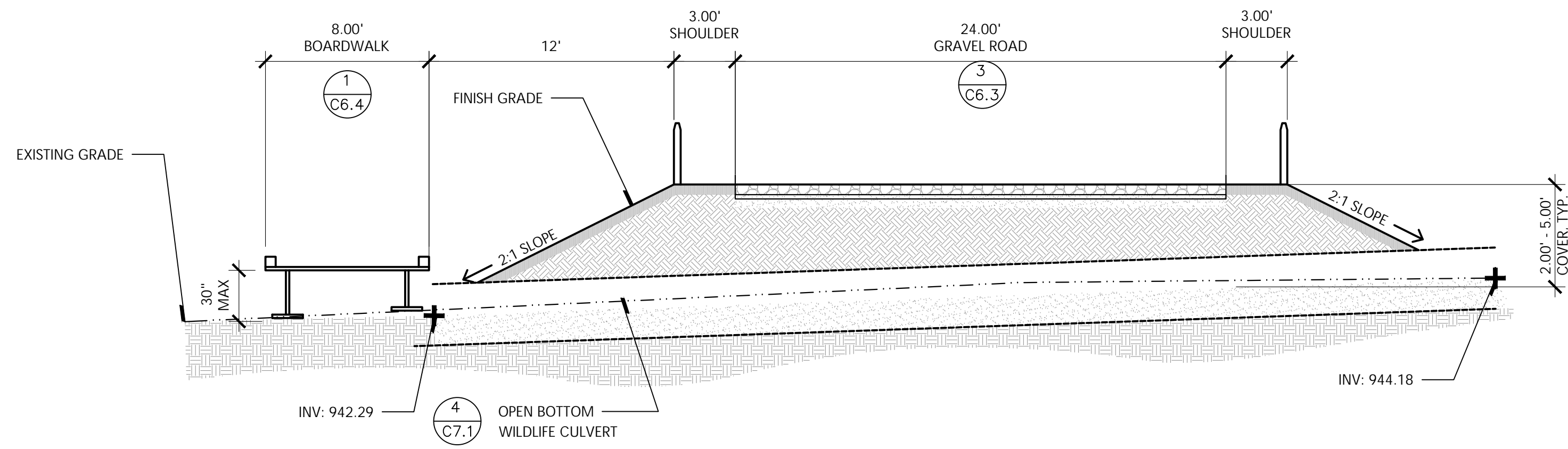
2022024

Sheet Number

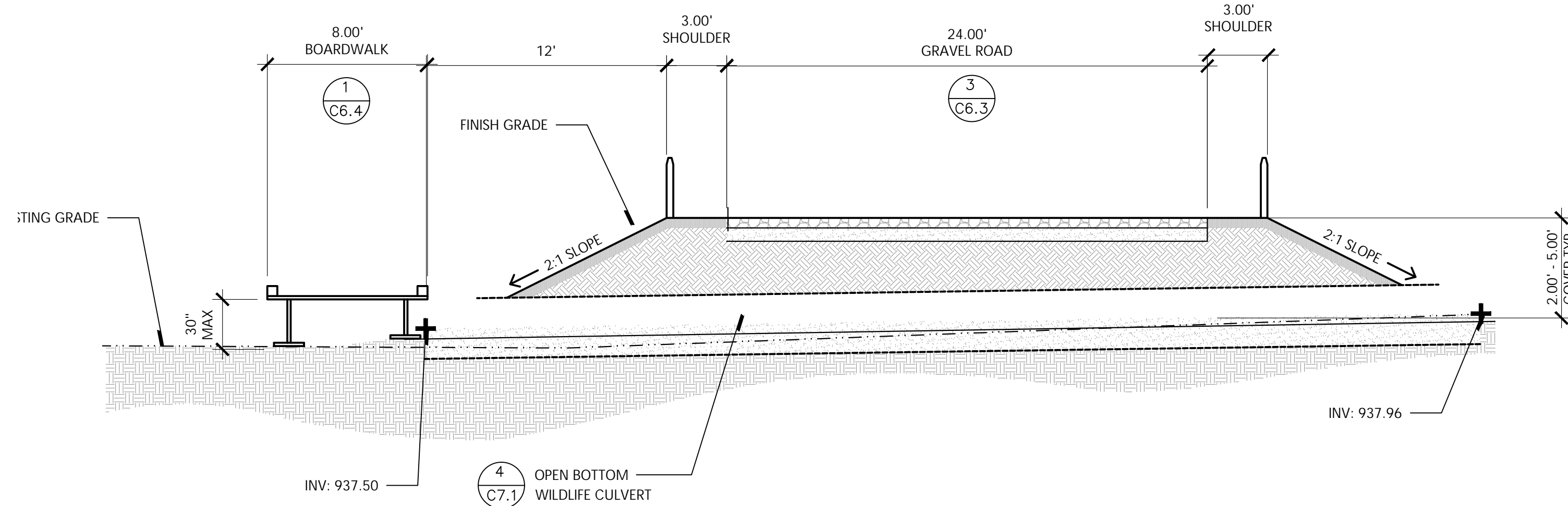
C7.0 UTILITY DETAIL

Dates	Issued for
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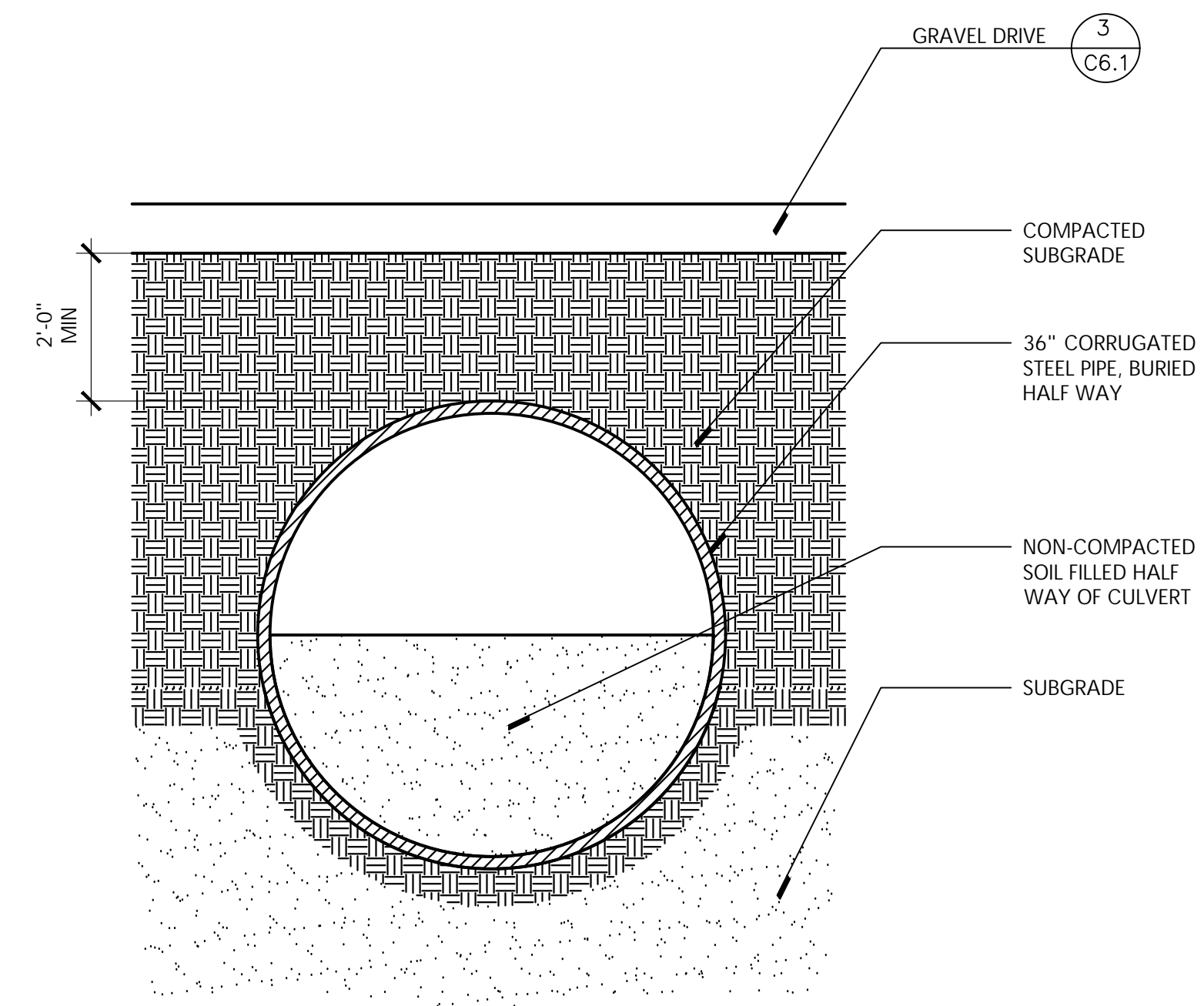
Drawn:	MK, LDS
Checked:	LDS, BB
Approved:	BB



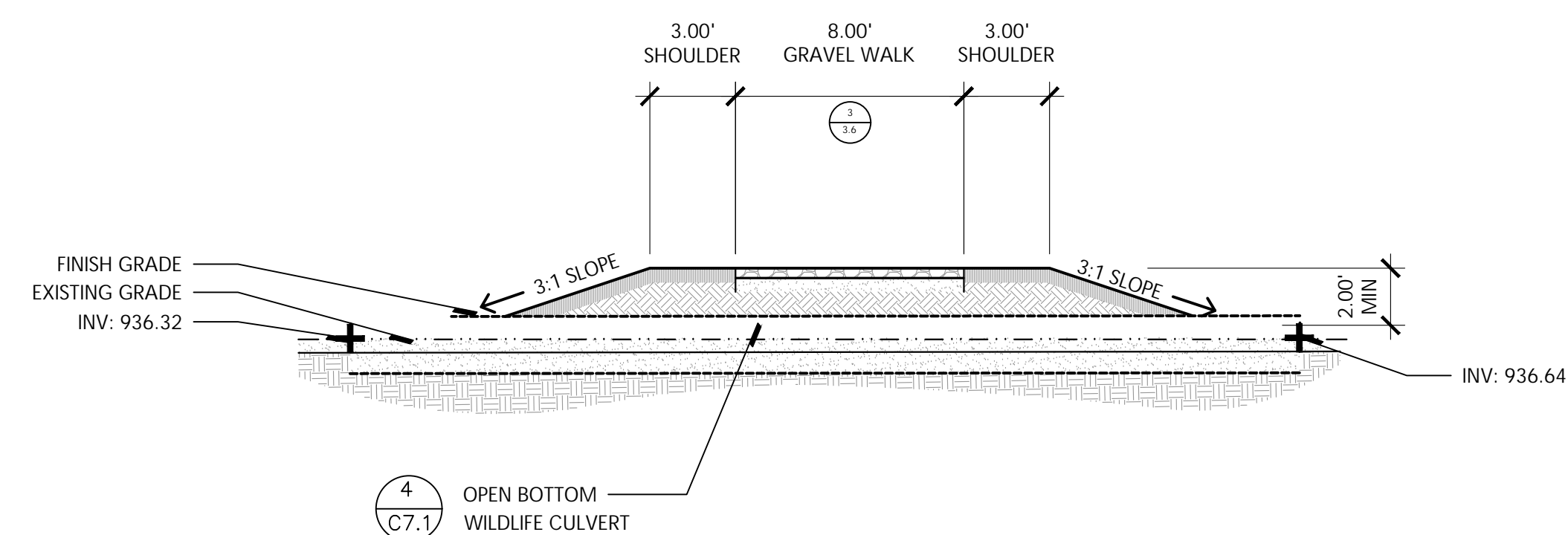
1 Northern Wildlife Culvert Section
NOT TO SCALE



2 Southern Wildlife Culvert Section
NOT TO SCALE



4 Open Bottom Wildlife Culvert
NOT TO SCALE



3 Walkway Wildlife Culvert Section
NOT TO SCALE

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LANDSCAPE NOTES

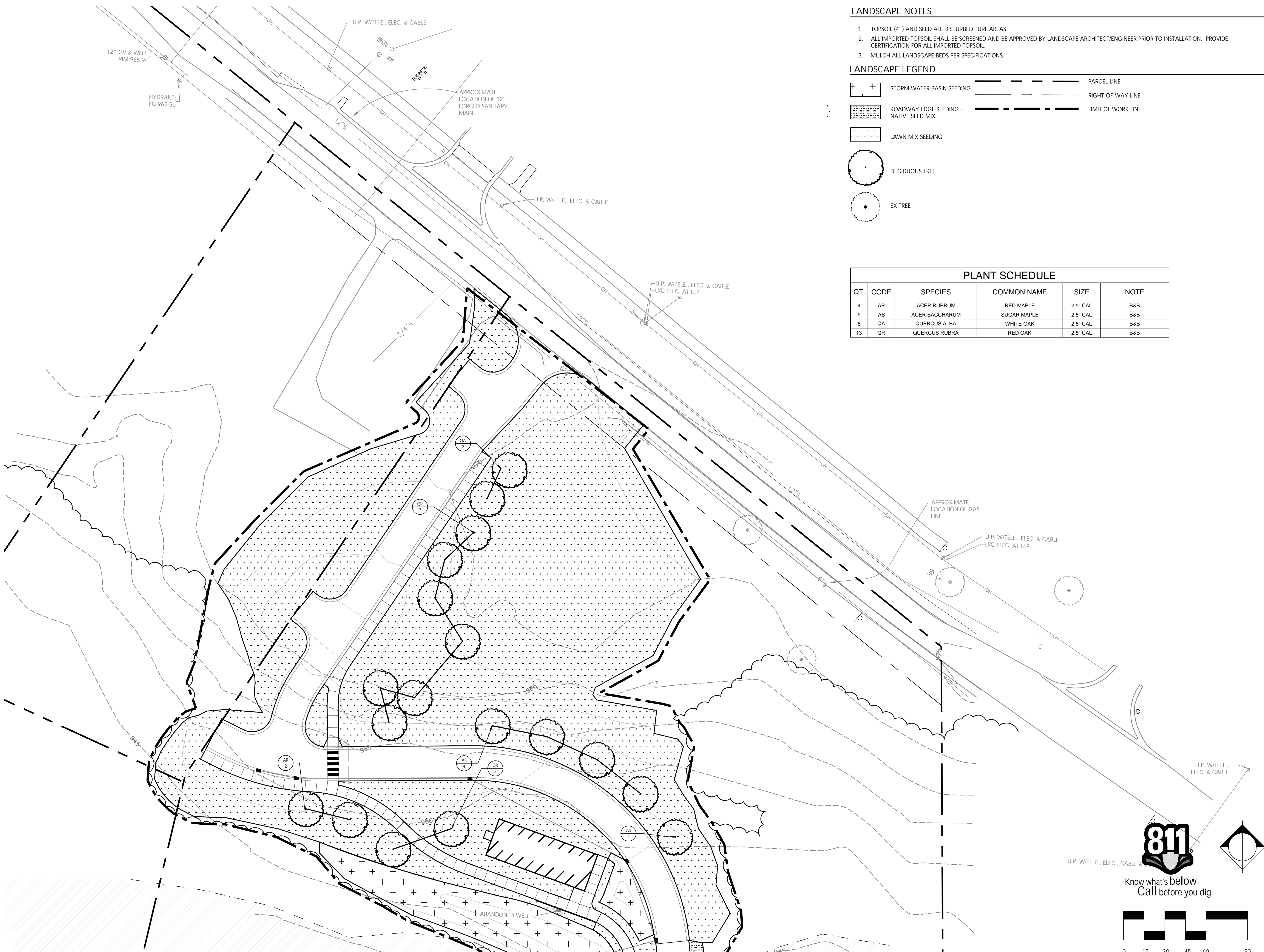
1. TOPSOIL (4") AND SEED ALL DISTURBED TURF AREAS.
2. ALL IMPORTED TOPSOIL SHALL BE SCREENED AND BE APPROVED BY LANDSCAPE ARCHITECT/ENGINEER PRIOR TO INSTALLATION. PROVIDE CERTIFICATION FOR ALL IMPORTED TOPSOIL.
3. MULCH ALL LANDSCAPE BEDS PER SPECIFICATIONS.

LANDSCAPE LEGEND

	STORM WATER BASIN SEEDING		PARCEL LINE
	ROADWAY EDGE SEEDING - NATIVE SEED MIX		RIGHT-OF-WAY LINE
	LAWN MIX SEEDING		LIMIT OF WORK LINE
	DECIDUOUS TREE		
	EX TREE		

PLANT SCHEDULE

QT.	CODE	SPECIES	COMMON NAME	SIZE	NOTE
4	AR	ACER RUBRUM	RED MAPLE	2.5" CAL	B&B
5	AS	ACER SACCHARUM	SUGAR MAPLE	2.5" CAL	B&B
6	QA	QUERCUS ALBA	WHITE OAK	2.5" CAL	B&B
13	QR	QUERCUS RUBRA	RED OAK	2.5" CAL	B&B



811
Know what's below.
Call before you dig.

0 15 30 45 60 90

MATCH LINE L1.0



MATCH LINE L1.2

B R ¹
Beckett & Raeder

Landscape Architecture
Planning, Engineering &
Environmental Services

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103
734.663.2622 ph
734.663.6759 fx

Consultants

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Project Title

White Lake Twp.
Stanley Park
Phase 1 Implementation

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Sheet Number

L1.1 LANDSCAPE PLAN

MATCH LINE L1.1



B R ¹
Beckett & Raeder

Landscape Architecture
Planning, Engineering &
Environmental Services

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103
734.663.2622 ph
734.663.6759 fx

Consultants

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White Lake Twp.
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Project Number

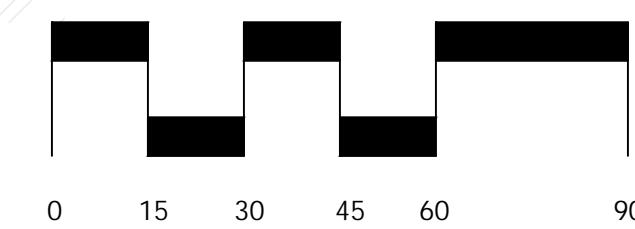
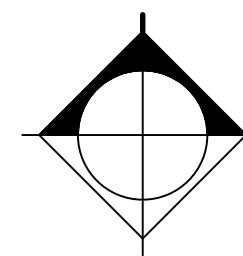
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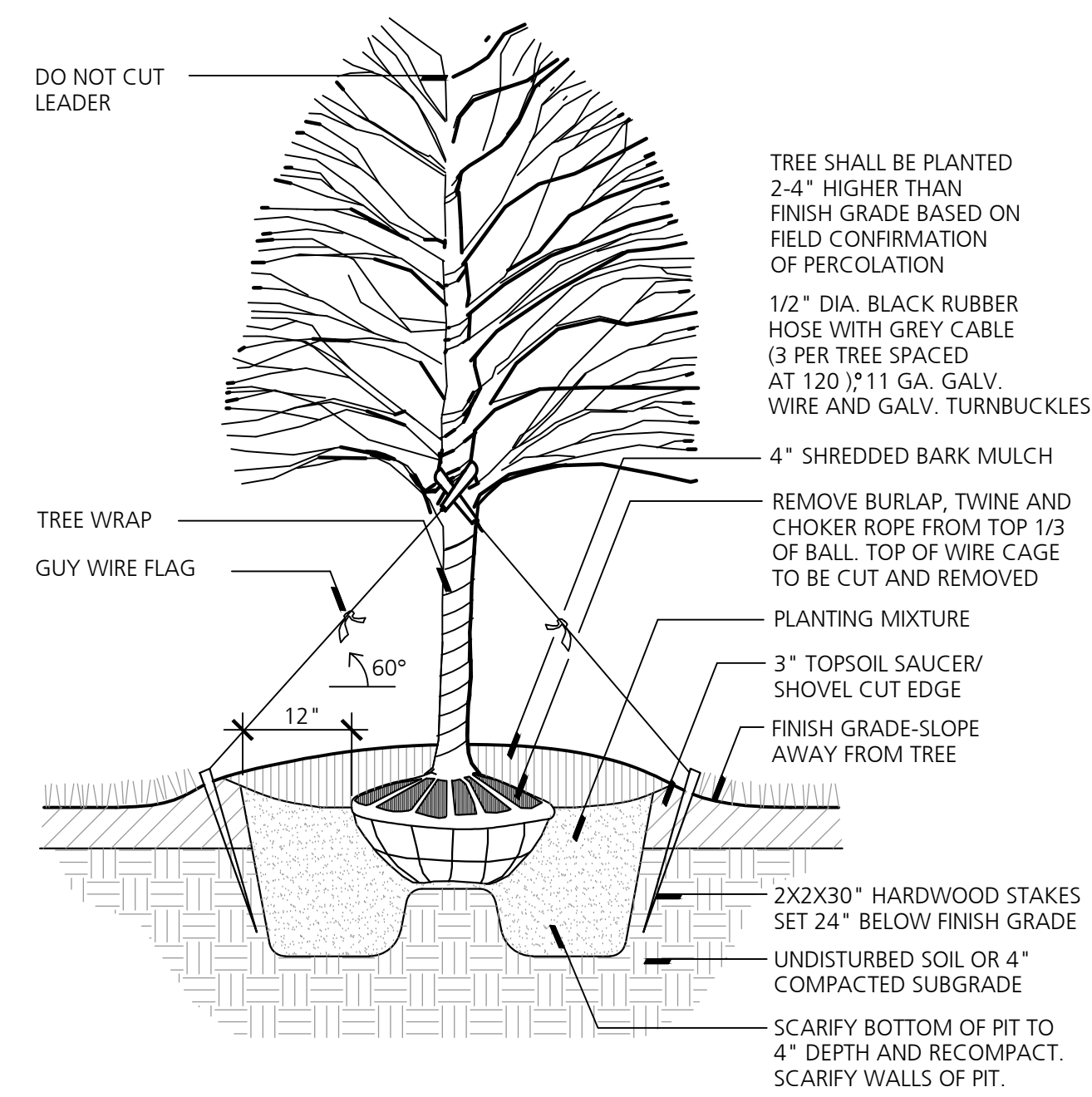
Sheet Number

L1.2 LANDSCAPE PLAN

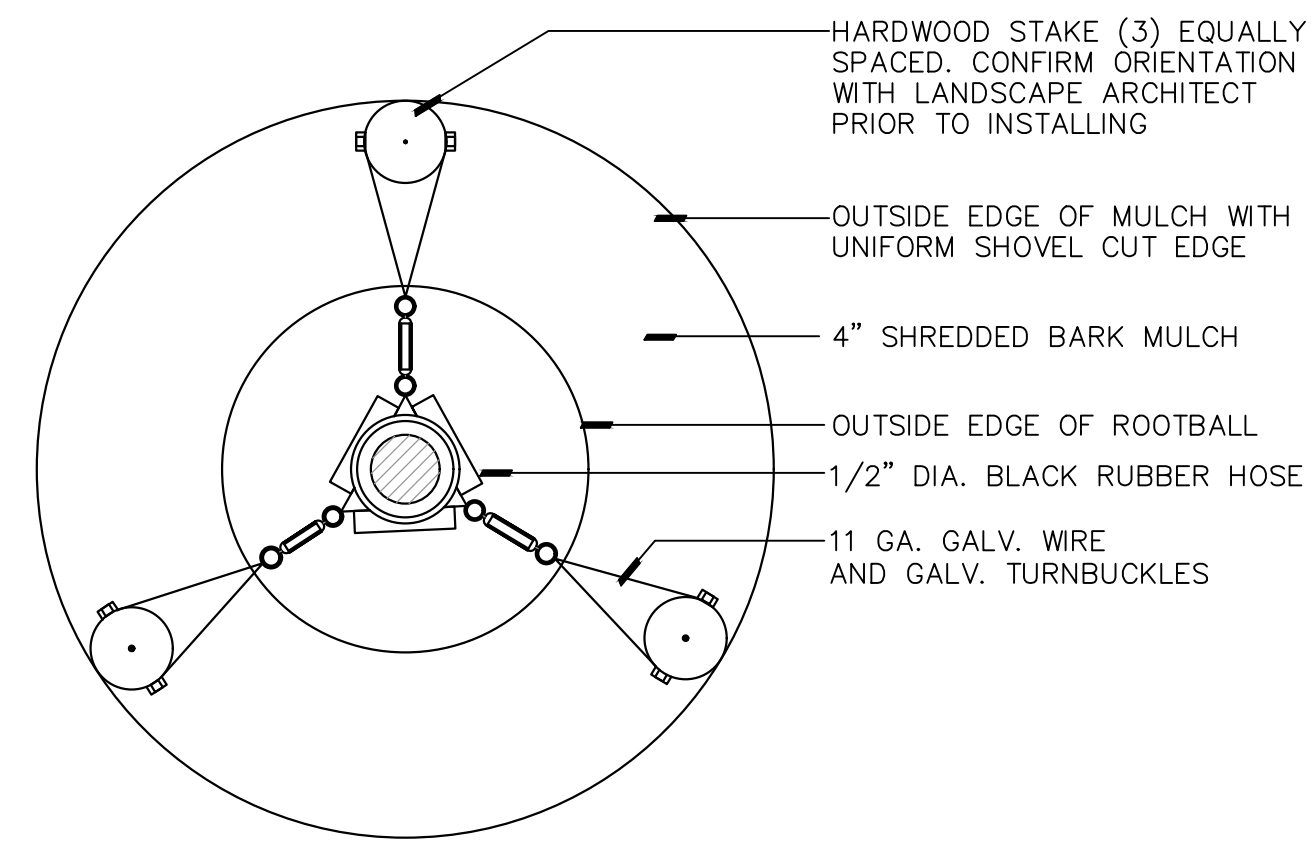


Know what's below.
Call before you dig.





1 Deciduous Tree Planting
NO SCALE



2 Tree Staking
NOT TO SCALE

Seal

Project Title

**White Lake Twp.
Stanley Park
Phase 1 Implementation**

White Lake Township, MI

Sheet Title

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Approved: BB

Project Number

2022024

Sheet Number

L2.0 LANDSCAPE DETAIL

WHITE LAKE TOWNSHIP TOWNSHIP BOARD

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO: Township Board

FROM: Justin Quagliata, Staff Planner

DATE: January 6, 2023

RE: Hunting Area Control Ordinance

At its September 14, 2022 meeting the Parks and Recreation Committee recommended to the Township Board an amendment to the Hunting Area Control Ordinance to prohibit hunting on the following designated areas in the Township:

- Township Municipal Offices/Annex/Police Department/Hawley Park
- Community Hall
- Dublin Center/Vetter Park
- Civic Center Property
- White Lake Library
- Stanley Park
- Fire Station #1
- Fire Station #2
- Fire Station #3
- Water Tower #1
- Water Tower #2
- Bloomer Park
- Hidden Pines Park
- Fisk Farm
- 12-09-476-005
- 12-23-477-002

The purpose of the proposed amendment is the protection of Township property. In order to amend the Township's hunting ordinance, the Michigan Department of Natural Resources (MDNR) must review and approve the proposal. Resolution No. 23-002 (attached) is required to commence this process with the State.

Attachments

1. Resolution No. 23-002.
2. Current prohibited hunting areas.
3. Proposed prohibited hunting areas.
4. Parks and Recreation Committee meeting minutes of September 14, 2022.

CHARTER TOWNSHIP OF WHITE LAKE

**RESOLUTION TO REQUEST THE DEPARTMENT OF NATURAL RESOURCES
CONDUCT AN INVESTIGATION PROHIBITING HUNTING
IN CERTAIN DESIGNATED AREAS**

RESOLUTION NO. 23-002

At a regular meeting of the Township Board of the Charter Township of White Lake, Oakland County, Michigan, held in Township Annex, 7527 Highland Road, White Lake, Michigan, on the 17th day of January 2023, at 7:00 p.m. With those present and absent being,

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____ and seconded by _____.

WHEREAS, the Department of Natural Resources (“DNR”) is authorized to regulate and prohibit hunting, and the discharge of firearms and bow and arrow on certain designated areas where hunting or the discharge of firearms or bow and arrow may or is likely to kill, injure, or disturb persons who can reasonably be expected to be present in the areas or to destroy or damage buildings or personal property situated or customarily situated in the areas or will impair the general safety and welfare, in accordance with Act 451 of the Public Acts of 1994, Part 419, MCL 324.101, *et seq*, (the “Act”); and

WHEREAS, MCL 324.41901 of the Act authorizes a formal process for local municipalities to request the assistance of the DNR in prohibiting hunting, and the discharge of firearms and bow and arrow on certain designated areas in the Township; and

WHEREAS, when a Township submits a resolution to the DNR, there shall be a public hearing and an investigation completed by the DNR as to whether the DNR shall prescribe regulations prohibiting hunting, and the discharge of firearms and bow and arrow on certain designated areas in the Township; and

WHEREAS, the Township Parks and Recreation Committee has recommended an amendment to the Township’s Hunting Area Control Ordinance to prohibit hunting, and the discharge of firearms and bow and arrow on the following designated areas in the Township (see attached Exhibit A for parcel numbers and legal descriptions of the properties referenced below):

- Township Municipal Offices/Annex/Police Department/Hawley Park
- Community Hall
- Dublin Community Center/Vetter Park
- Civic Center Property

**EXHIBIT A
RESOLUTION NO. 23-002**

- Township Municipal Offices/Annex/Police Department/Hawley Park
12-21-251-028
T3N, R8E, SEC 21 BRENDEL HEIGHTS PART OF LOT 218 DESC AS BEG AT PT DIST N 01-54-10 E 29.71 FT FROM SE LOT COR, TH N 01-54-10 E 221.86 FT, TH N 87-10-10 W 77.29 FT, TH S 02-05-50 W 221.95 FT, TH S 87-12-30 E 77.94 FT TO BEG, ALSO PART OF LOT 218 DESC AS BEG AT PT DIST N 01-54-10 E 251.57 FT FROM SE LOT COR, TH N 01-54-10 E 80.01 FT, TH N 87-10-10 W 156.66 FT, TH S 03-00-00 W 80 FT, TH S 87-10-10 E 158.14 FT TO BEG, ALSO PART OF LOT 219 DESC AS N 01-54-10 E 29.82 FT FROM SE LOT COR, TH N 01-54-10 E 623.07 FT, TH N 87-11-00 W 165 FT, TH S 01-54-10 W 623.14 FT, TH S 87-12-30 E 165 FT TO BEG, ALSO ALL OF LOTS 220 & 221 8-28-18 FR 009 & 027
- Community Hall
12-21-401-019
T3N, R8E, SEC 21 BRENDEL HEIGHTS LOTS 147 & 148, ALSO W 104.35 FT OF N 104.35 FT OF SE 1/4 OF SEC 21, EXC THAT PART TAKEN FOR M-59 HWY
- Dublin Community Center/Vetter Park
12-25-351-010
T3N, R8E, SEC 25 & 26 PART OF SW 1/4 OF SEC 25 & PART OF SE 1/4 OF SEC 26 BEG AT PT DIST E 329.47 FT & N 26-00-00 W 634.95 FT FROM SW COR OF SEC 25, TH N 26-00-00 W 151.11 FT TO W LINE OF SEC 25, TH N 26-00-00 W 37.04 FT, TH N 64-00-00 E 831.50 FT, TH S 13-35-50 E 476.49 FT, TH S 84-49-00 W 780.10 FT TO BEG 6.02 A
- Civic Center Property
12-22-351-006
T3N, R8E, SEC 21 & 22 PART OF E 1/2 OF SE 1/4 OF SEC 21 & PART OF W 1/2 OF SW 1/4 OF SEC 22 ALL DESC AS BEG AT PT DIST S 1148.96 FT & S 50-38-04 E 171 FT FROM W 1/4 COR SEC 22, TH S 50-38-04 E 219.78 FT, TH S 39-18-13 W 251.05 FT, TH S 50-40-05 E 175.02 FT, TH N 39-18-13 E 250.92 FT, TH S 50-38-04 E 539.41 FT, TH S 34-17-41 W 477.77 FT, TH S 65-12-19 E 202.78 FT, TH N 34-17-41 E 5.59 FT, TH S 13-28-31 W 341.06 FT, TH N 89-51-19 W 693 FT, TH S 89-48-09 W 306.92 FT TO TRAV PT 'A', TH S 89-48-09 W 32 FT M/L TO CEN LINE OF CREEK TH ALG CEN LINE OF SD CREEK TH N 45-22-12 E 15 M/L TO TRAV PT 'B' LOC N 20-39-10 E 415.09 FT & N 00-37-28 W 292 FT & N 50-38-11 W 305 FT FROM TRAV PT 'A' TH N 45-22-12 E 747 FT TO BEG, ALSO PART OF W 1/2 OF SW 1/4 OF SEC 22 DESC AS BEG AT PT DIST S 00-08-15 W 1144.51 FT & S 50-58-00 E 399.72 FT FROM W 1/4 COR, TH S 50-58-00 E 175 FT, TH S 49-02-00 W 250 FT, TH N 50-58-00 W 175 FT, TH N 49-02-00 E 250 FT TO BEG, ALSO PART OF SW 1/4 OF SEC 22 DESC AS BEG AT PT DIST S 00-08-15 W 1144.51 FT & S 50-58-00 E 1113.80 FT FROM W 1/4 COR, TH S 50-58-00 E 200.72 FT, TH S 34-09-00 W 425 FT, TH N 65-21-00 W 202.78 FT, TH N 34-09-00 E 475.54 FT TO BEG 29.14 A 12-14-21 FR 001, 002 & 005

- White Lake Library
12-21-426-006
T3N, R8E, SEC 21 & 22 PART OF E 1/2 OF SE 1/4 OF SEC 21, ALSO PART OF W 1/2 OF SW 1/4 OF SEC 22 DESC AS BEG AT PT DIST S 1148.96 FT FROM W 1/4 COR SEC 22, TH S 50-38-04 E 171 FT, TH S 45-22-12 W 747 FT, TO TRAV PT 'A' TH S 45-22-12 W 15 FT M/L TO CEN OF LINE OF CREEK TH ALG CEN LINE OF SD CREEK TH N 65-37-32 E 14 FT M/L TO TRAV PT 'B' LOC N 44-37-48 W 40 FT & S 78-28-04 W 115 FT & S 46-48-24 W 130 FT & N 17-21-03 W 250 FT & N 13-53-38 E 215 FT & N 51-03-27 E 220 FT & N 30-34-55 E 145 FT & N 26-04-05 W 109 FT FROM TRAV PT 'A' TH N 65-37-32 E 270 FT, TH ALG CURVE TO LEFT, RAD 601.69 FT, CHORD BEARS S 43-12-19 E 157.05 FT, DIST OF 157.50 FT, TH S 50-32-43 E 139.69 FT TO BEG 9.22 A 10-17-17 FR 004 & 12-22-351-004
- Stanley Park
12-27-100-014
T3N, R8E, SEC 22 & 27 PART OF W 1/2 OF SW 1/4 OF SEC 22 DESC AS BEG AT SE SEC COR, TH W 627 FT ALG S SEC LINE, TH N 13-19-50 E 341.06 FT, TH N 34-09-00 E 419.41 FT, TH S 50-58-00 E 403.67 FT ALG CENLINE OF HIGHLAND RD, TH S 00-05-00 W 424.75 FT TO BEG, ALSO NW 1/4 OF NW 1/4 OF SEC 27, ALSO N 12 ACRES OF SW 1/4 OF NW 1/4 OF SEC 27 59 A 1-14-21 FR 001, 002 & 12-22-351-003
- Fire Station #1
12-21-326-015
T3N, R8E, SEC 21 BRENDEL HEIGHTS N 325 FT OF LOT 226, EXC N 25 FT IN M-59 HWY, ALSO LOT 227, EXC N 155 FT OF W 95 FT, ALSO EXC NLY PART OF E 70 FT TAKEN FOR M-59 HWY, ALSO LOT 228, EXC N 175 FT THEREOF 9-17-90 FR 005, 007 & 008

12-21-326-006 (Fire Station Office)
T3N, R8E, SEC 21 BRENDEL HEIGHTS E 50 FT OF W 95 FT OF S 130 FT OF N 155 FT OF LOT 227
- Fire Station #2
12-35-204-081
T3N, R8E, SEC 35 CEDAR LAKE PARK NO 1 LOTS 225, 226 & 227, ALSO LOTS 257 & 258 5-23-88 FROM 044 TO 046 INCL& 015 & 016
- Fire Station #3
12-07-200-013
T3N, R8E, SEC 7 PART OF NE 1/4 BEG AT PT DIST S 88-32-00 E 264.00 FT FROM N 1/4 COR, TH S 88-32-00 E 108.02 FT, TH S 00-15-16 E 690.56 FT, TH N 89-35-15 W 372.74 FT, TH N 00-11-00 W 293.40 FT, TH S 88-32-00 E 264.00 FT, TH N 00-11-00 W 404.00 FT TO BEG 3.48 A
- Water Tower #1
12-25-400-019
T3N, R8E, SEC 25 PART OF SE 1/4 BEG AT PT DIST S 00-02-30 W 676.20 FT & S 89-50-30 W 2639.26 FT FROM E 1/4 COR, TH N 01-42-40 W 200 FT, TH N 89-50-30 E 200.01 FT, TH S 01-42-40 E 200 FT, TH S 89-50-30 W 200.01 FT TO BEG 0.92 A6-21-93 FR 001

- Water Tower #2
12-20-251-020
T3N, R8E, SEC 20 PART OF NE 1/4 BEG AT PT DIST N 00-31-08 E 198.92 FT & N 89-58-09 E 519.78 FT & S 88-39-46 E 277.97 FT & N 00-39-06 E 1353.01 FT & N 08-28-00 E 277.77 FT FROM CEN OF SEC, TH S 89-55-06 W 172.18 FT, TH N 00-04-59 W 200 FT, TH N 89-55-00 E 202.25 FT, TH S 08-28-00 W 202.25 FT TO BEG 0.86 A1-24-05 FR 018
- Bloomer Park
12-08-300-007
T3N, R8E, SEC 8 S 28 ACRES OF E 1/2 OF E 1/2 OF SW 1/4 28 A Y109
- Hidden Pines Park
12-05-100-020
T3N, R8E, SEC 5 PART OF NW 1/4 BEG AT PT DIST N 89-03-35 E 684.35 FT FROM W 1/4 COR, TH N 89-03-35 E 730.41 FT, TH N 04-25-34 E 554.12 FT, TH N 69-44-00 W 363.78 FT, TH S 56-14-08 W 536.19 FT, TH S 02-02-02 E 392.71 FT TO BEG EXC THAT PART TAKEN FOR 'HIDDEN PINES' OCCP NO 721 9.23 A9-18-95 FR 018
- Fisk Farm
12-14-476-002
T3N, R8E, SEC 14 W 363.92 FT OF S 363.92 FT OF THAT PART OF SE 1/4 LYING ELY OF CEN LINE OF FISK RD, ALSO BEG AT PT DIST N 88-30-47 W 1014.40 FT FROM SE SEC COR, TH N 88-30-47 W 42.68 FT, TH N 01-42-00 E 363.92 FT, TH N 89-15-33 W 364.32 FT TO E LINE OF FISK RD, TH N 00-56-00 E 180.85 FT, TH S 89-04-00 E 402.14 FT, TH S 00-56-00 W 543.96 FT TO BEG EXC THAT PART TAKEN FOR FISK RD BEG AT PT DIST S 88-58-18 W 1014.02 FT & S 88-58-18 W 42.68 FT & S 89-18-29 W 304.14 FT FROM SE SEC COR, TH S 89-18-29 W 10.79 FT, TH N 22-44-33 W 153.96 FT, TH N 01-40-03 W 27.81 FT, TH S 22-44-33 E 183.96 FT TO BEG 4.96 A9-28-99 CORR
- 12-09-476-005
T3N, R8E, SEC 9 PART OF SE 1/4 BEG AT PT DIST W 1310.00 FT FROM SE SEC COR, TH W 645.00 FT, TH N 00-10-18 W 1326.28 FT, TH E 645.00 FT, TH S 00-10-18 E 1326.28 FT TO BEG 19.64 AY127B
- 12-23-477-002
T3N, R8E, SEC 23 THAT PART OF E 1/2 OF SE 1/4 LYING S OF HURON RIVER, EXC W 660 FT 9 AY358B

PROHIBITED HUNTING AREAS

WHITE LAKE TOWNSHIP

Latitude 42° 38' 58" N, Longitude 83° 31' 04" W
Area - 36 square miles, Elevation 1,017 feet

TOWNSHIP OFFICES
7525 Highland Road,
White Lake, Michigan. 48042
OFFICE PHONE - 698-3300

OFFICE HOURS
Monday through Friday
9:00 a.m. to 5:00 p.m.

1980 HUNTING AREA CONTROL MAP

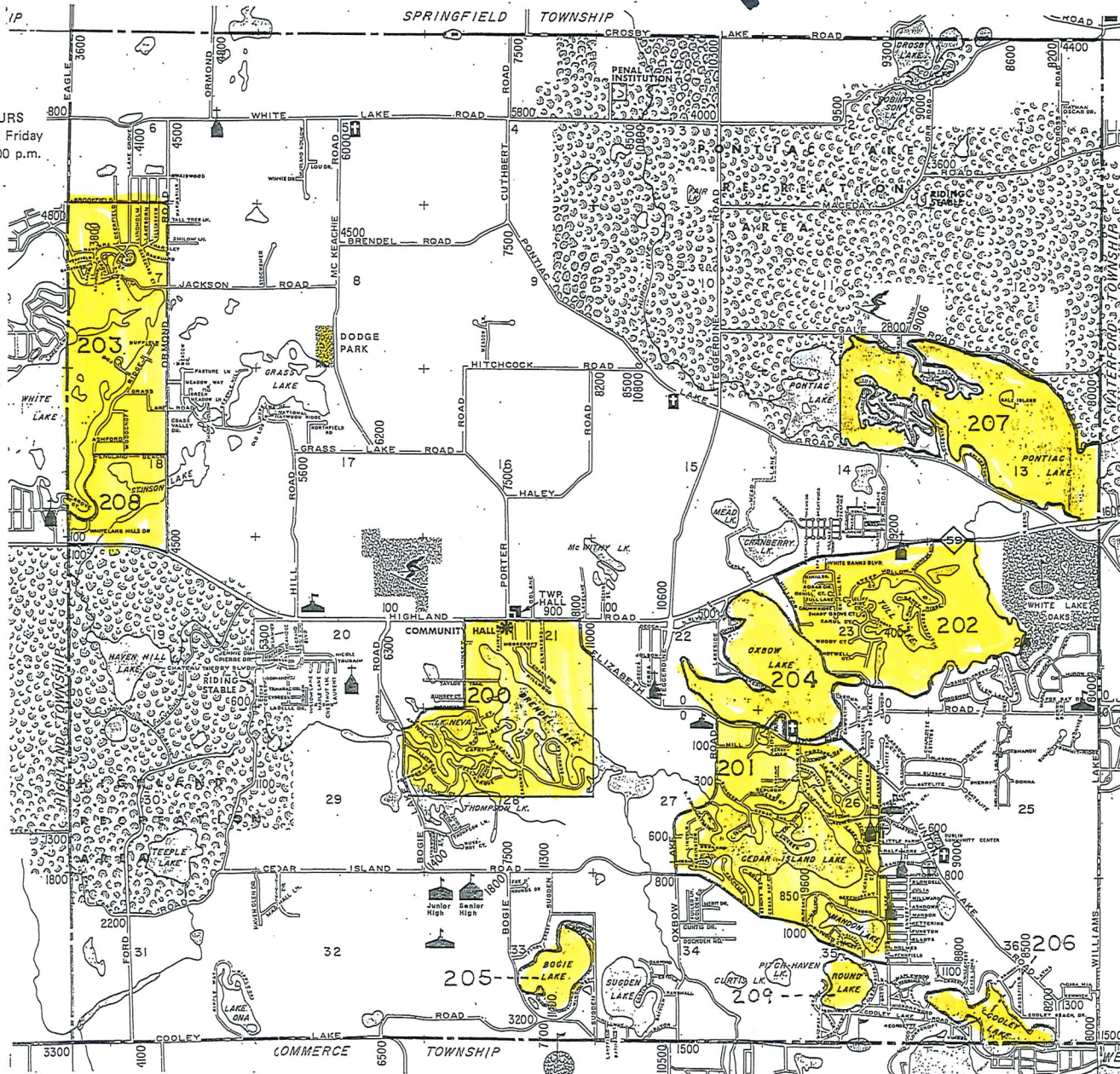
ORDINANCE NO. 63 (Adopted 7/21/70)

"AN ORDINANCE TO PROTECT THE PUBLIC SAFETY AND GENERAL WELFARE OF PERSONS AND PROPERTY FROM THE HAZARDS OF HUNTING AND THE DISCHARGE OF FIREARMS AND BOWS AND ARROWS BY PROHIBITING SAME WITHIN CERTAIN DESIGNATED AREAS OF THE TOWNSHIP AND TO PROVIDE PENALTIES FOR THE VIOLATION THEREOF."

AREAS PROHIBITED

- 200 - Brendel Lake (07/21/70)
- 201 - Cedar Island Lake (07/21/70)
- 202 - Tull Lake (07/21/70)
- 203 - White Lake (08/15/72)
- 204 - Oxbow Lake (08/13/74)
- 205 - Bogie Lake (08/13/74)
- 206 - Cooley Lake (08/13/74)
- 207 - Pontiac Lake (08/13/74)
- 208 - Stison Lake (01/03/78)
- 209 - Round Lake (09/06/88)

NOTE: State Law (Act 286, PA 1929, Sec. 312.10b) prohibits discharge of firearms or other dangerous weapons within 150 yards of a home or building (even in areas not covered by ordinance).



Can target
shoot anywhere
w/ approved back
drop

w/o permission
450 FT
FROM AN OCC.
Dwelling

w/ permission
IT'S WHATEVER
STARTS 1/2 BEFORE
SUN UP
ENDS 1/2 AFTER
SUN DOWN



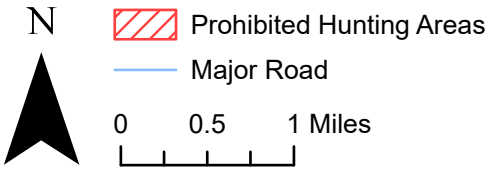
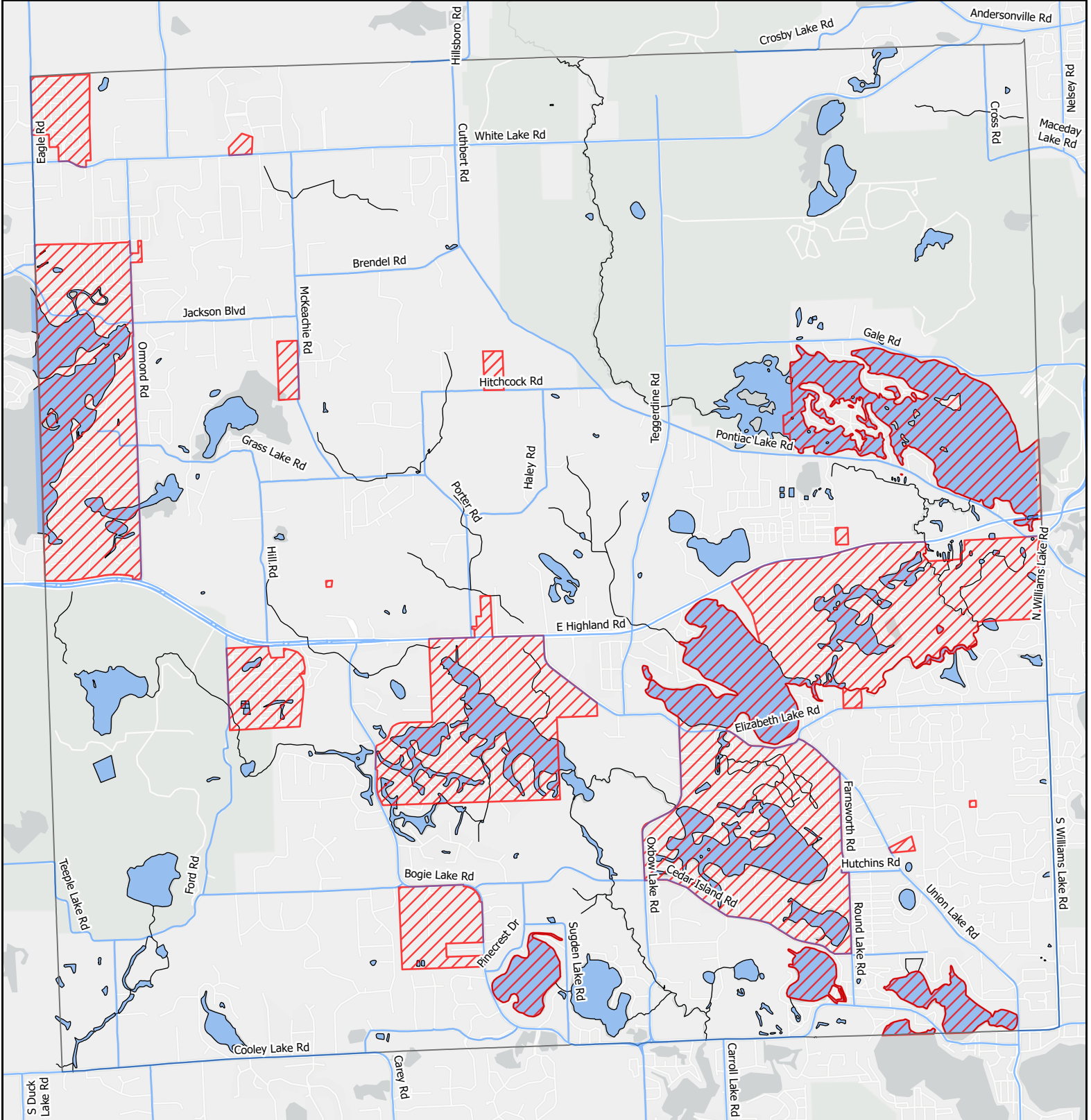
WHITE LAKE TOWNSHIP

HUNTING AREA CONTROL MAP

Oakland County, Michigan

Section 9, Item D.

Path: X:\Shared\Office\Wat\GIS\Miles\Prohibited Hunting Areas Map.aprx



Hunting Area Control Map Ordinance No. 63 (Adopted 7/21/70)

"An Ordinance to protect the public safety and general welfare of persons and property from the hazards of hunting and the discharge of firearms and bows and arrows by prohibiting same within certain designated areas of the township and to provide penalties for the violation thereof."

Note:

State Law (Act 451 of 1994, Sec. 40111.7) prohibits discharge of firearms or other dangerous weapons within 150 yards of a home or building (even in areas not covered by ordinance).

Target Shooting:

Can be preformed anywhere with an appropriate backdrop in use

**WHITE LAKE TOWNSHIP
PARKS AND RECREATION COMMITTEE**
Regular Meeting

White Lake Township Annex, 7527 Highland Road, White Lake, MI 48383
September 14, 2022 @ 7:00 p.m.

Chairperson Carlock called the regular meeting to order at 7:00 p.m. and led the Pledge of Allegiance. Roll was called.

ROLL CALL: Andrea Voorheis, Township Board Liaison
Kathleen Aseltyne
Merrie Carlock, Chairperson
Deb Deren, Vice Chair
Rhonda Grubb

Absent: None

Also Present: Justin Quagliata, Staff Planner
Sherri Barber, Recording Secretary

APPROVAL OF AGENDA

Member Aseltyne moved to approve the agenda as presented. Member Grubb supported and the MOTION CARRIED with a voice vote, 5 yes votes.

APPROVAL OF MINUTES:

Member Deren moved to approve the minutes of August 10, 2022 as presented. Trustee Voorheis supported and the MOTION CARRIED with a voice vote, 5 yes votes.

PUBLIC COMMENT:

No public comments.

NEW BUSINESS:

A. Beckett & Raeder – Stanley Park Design Discussion

Brian Barrick from Beckett & Raeder (BRI) was in attendance. He provided an overview of the presentation he was going to share with the Committee.

Much of the spring and summer were spent on the grant administration process. U.S. Fish and Wildlife identified endangered species at Stanley Park. This was elevated to a formal review. BRI drafted a biological assessment (BA). U.S. Fish and Wildlife went through the BA and issued an opinion, which was essentially a permit for the work. This fall or winter the Township should receive a project agreement from the National Park Service (NPS) through the Michigan Department of Natural Resources (MDNR). The goals of the park design were to preserve the natural features with some subtle improvements for access and activities. He discussed the phasing of the project. BRI had conceptual designs based on updated topographic and wetland surveys.

Construction costs had escalated between 30 and 40 percent since the first estimate was done 18 months ago. The Phase 1 cost estimate was \$1,687,954.58. He provided some options for deferring some of the costs, which could result in a new project estimate of \$1,350,000.

The next steps were to continue design development, geotechnical investigations, preliminary engineering, and discuss budget strategies.

Trustee Voorheis was concerned with the number of trees being removed. She asked for more information about the trees being proposed for removal, and if the Committee could design around trees. Brian stated most of the trees slated for removal were by the roadway. BRI tried to design around the trees for minimal impact.

Member Aselyne was impressed. She asked about the proposed boardwalk materials. Brian stated there were many material options. In an effort to be cost conscious, treated lumber was proposed.

Member Deren stated if the exercise stations were costly, a few of them could be eliminated. She added the pier was 55 feet and asked if it could be reduced. Brian responded the pier needed to go out to about three to four feet deep water.

Steve Woodward (953 Schuyler) stated the water was currently about as low as it gets and suggested examining the current lake level.

Kim Turner (971 Schulyer) noted if the pier went too far, it could impact the travel pattern from Mud Lake. He added the floating dock would need to be removed at the end of the year.

Staff Planner Quagliata stated if the Committee was supportive of the design direction, staff and BRI would move ahead and come back to the Committee with updates at a future meeting. The Committee was supportive of proceeding in the direction discussed.

B. Hunting Area Control Ordinance – Amendment

Staff Planner Quagliata discussed the previous map versus the proposed map showing prohibited hunting areas. He stated the purpose of the amendment was protection of Township property.

Nick Hubbard (795 Bonita Drive) noted people could not currently hunt in subdivisions and hunting was regulated by the State. Member Aseltyne stated she encountered someone near her property who had an app they used to figure out where hunting was allowed.

Staff Planner Quagliata stated the Township property on Elizabeth Lake Road and Hitchcock Road needed to be added to the map.

Steve Woodard (953 Schuyler) would like to see the red line moved 450 feet into Mud Lake. Staff Planner Quagliata stated this may be possible in a future amendment.

Member Aseltyne moved to recommend to the Township Board the amendment to the hunting area control ordinance as presented by staff. Trustee Voorheis supported and the motion carried with a voice vote, 5 yes votes.

Staff Planner Quagliata stated the amendment would be placed on the October 18 Township Board meeting agenda.

C. Fisk Farm Halloween Event – October 15, 2022

Staff Planner Quagliata stated he and the Supervisor's Office were working with the Historical Society to help with the event. The Township planned to handle the trunk-or-treat portion of the event, which would lead into the rest of the Historical Society activities at the event. Member Aseltyne would like to see more recycling; she said many plastic bottles, etc. were thrown away at the Fisk Farm Festival. Staff Planner Quagliata stated there had been some discussion about a movie at the event, but both the Historical Society and Township agreed there was already enough planned for the Halloween event; a movie night could be a separate event in the future.

OTHER BUSINESS:

Staff Planner Quagliata stated the Township received a request for a Hawley Park rental and the individual wanted to know if they could have a video game truck. The Committee did not have a problem with it.

COMMUNICATIONS:

a. Staff Report

Staff Planner Quagliata reported the Township Board would approve the Capital Improvement Plan at its regular September meeting. He was at the Fisk Farm Festival with a tent set up to obtain input on the 5-Year Recreation Plan update. There were approximately 420 survey responses. He added about 40 to 50 people stopped at the tent. He stated field rental revenue had increased for baseball/softball fields. Staff Planner Quagliata stated the Supervisor approved some maintenance projects at Hawley Park, Stanley Park, and Vetter Park.

Staff Planner Quagliata would like the Committee to hold a meeting on October 5, 2022 at 6:00 p.m. to meet with Groya regarding the 5-Year Recreation Master Plan update. He added the Township was considering applying for a grant for the renovation of the current building at Stanley Park.

b. Member Comments

Trustee Voorheis did not have anything to report.

Member Aselyne reported she was impressed with the Fisk Farm Festival. She thought the Committee could have something later on in the day with a band, etc. – or maybe this was redundant with the Family Fun Day event. Combining the two events may be a good idea. Member Grubb liked the idea but thought getting people more familiar with the other parks was the reason for hosting events elsewhere. Staff Planner Quagliata noted the ultimate goal was to have one event per season, to go along with the Four Seasons Playground motto.

Member Deren had no report.

Chairperson Carlock reminded everyone to promote the Hess Hathaway events and to take part in those events.

The meeting was adjourned at 8:34 p.m.

A special meeting is scheduled for Wednesday, October 5, 2022 at 6:00 p.m.
The next regular meeting is Wednesday, October 12, 2022 at 7:00 p.m.



WHITE LAKE TOWNSHIP DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, www.whitelaketwp.com

January 9, 2023

Honorable Board of Trustees
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

Re: Deferral of Sanitary Sewer Ordinance 38-514

Honorable Board of Trustees,

The homeowner(s) of 836 S. Williams Lake Rd wish to connect the home to the Township sanitary system. Per sanitary ordinance 38-514 the owners would be required to extend the sewer main across their frontage to make available for future connections.

The home at 836 S. Williams Lake Rd. is a single-family residence that sits on an approx. 2-acre parcel that could be subdivided or redeveloped in the future. The surrounding White Lake parcels are already serviced by Township sewer with the exception of a stormwater basin/park owned by Autumn Glenn subdivision. On the Waterford side there is Hess-Hathaway Park which is deed restricted to remain a Township park to never be developed.

Section 38-514 provides: "Where property is to be connected to the sanitary sewer system, and the sanitary sewer system does not extend the full width of the owner's property, the property owner shall be responsible for extending the sanitary sewer system at the owner's cost across the entire width of such owner's property, so as to allow further extension of the sewer system to adjoining properties."

Since there are no adjoining properties that would utilize the extension to connect to the sanitary sewer system now or in the foreseeable future, it is my opinion that application of section 38-514 of the ordinance in this case would not be in the best interest of the Township and is inconsistent with the Master Plan for the Sanitary System. Therefore, I suggest the Township enter into a deferral agreement with this property owner requiring the extension in accordance with section 38-514 if and when the property is divided, redeveloped or in the event an adjoining property would utilize the extension to connect to the sanitary sewer system.

I request the Board of Trustees approve a deferral of Sanitary Sewer Ord. Sec. 38-514 to be drafted by the Township Attorney and executed by the Township Supervisor.

Please contact my office at 248-698-7700 if you have any questions.

Sincerely,

Aaron Potter
Director, Department of Public Services
Charter Township of White Lake

AGREEMENT FOR DEFERRAL OF SEWER EXTENTION REQUIREMENT

This Agreement is made this ____ day of _____, 2023, by the Charter Township of White Lake (“Township”), a Michigan municipal corporation, of 7525 Highland Road, White Lake, Michigan 48383 and the Sandra Hagman Trust of 836 South Williams Lake Road, White Lake, Michigan 48386 (collectively referred to as the “Homeowner”).

RECITALS

WHEREAS, Homeowner holds fee simple title to an approximate 2-acre parcel of real property in the Township commonly known as 836 South Williams Lake Road, White Lake, Michigan 48386, as more particularly described on Exhibit A (the “Property”); and

WHEREAS, while the Property may be divided and redeveloped in the future, currently the Property has one Parcel ID and has one existing single-family residential structure that is serviced by a septic system; and

WHEREAS, the septic system servicing the single-family residential structure on the Property has failed and the Homeowner desires to connect the existing residential structure to the available public sanitary sewer system; and

WHEREAS, Chapter 38, Section 38-514 of the Township’s Code of Ordinances provides: “where property is to be connected to the sanitary sewer system, and the sanitary sewer system does not extend the full width of the owner's property, the property owner shall be responsible for extending the sanitary sewer system at the owner's cost across the entire width of such owner's property, so as to allow further extension of the sewer system to adjoining properties.”; and

WHEREAS, the Township’s Department of Public Services (“DPS”) reviewed the location of the Property, the adjoining properties, and determined that the adjoining properties are already connected to the sanitary sewer system and, as such, would not be serviced by an extension of the sanitary sewer system along the full width of the Property; and

WHEREAS, DPS determined that the extension of the sanitary sewer system along the full width of the Property is contrary to the overall design of the sanitary sewer system and is inconsistent with the Township’s Sanitary System Master Plan; and

WHEREAS, DPS determined that it is in the best interest of the Township to defer the requirement of 38-514 to extend the sanitary sewer system along the full width of the Property

unless and until the parcel is divided or redeveloped, or for any other reason if the Township determines in its sole discretion that the extension is in the best interest of the Township; and

WHEREAS, Homeowner desires to connect the Property to the existing sanitary sewer system along South Williams Lake Road, without extension at this time, with the understanding that Homeowner will be required to extend the sanitary sewer system the full width of the Property and in accordance with Section 38-514 in the event the Property is divided or redeveloped, or if the Township determines in its sole discretion that the extension is in the best interest of the Township.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Homeowner shall immediately connect the single-family structure on the Property to the available public sewer system along South Williams Lake Road at Homeowner's sole cost and expense. Homeowner is required to pay all fees, costs and charges for connection to and use of the public sewer system supplying sewer services to the Property, and for any charges for plumbing or other related appurtenances, in accordance with all applicable Township Ordinances.

2. Homeowner is not required to extend the sanitary sewer system across the entire width of the Property unless and until the Property is divided or redeveloped, or if the Township determines in its sole discretion that the extension is in the best interest of the Township.

3. Homeowner acknowledges and agrees that Homeowner has had the opportunity to consult with legal counsel regarding this Agreement. Accordingly, the terms of this Agreement shall not be construed against the Township because the Township drafted the Agreement or construed in favor of the Homeowner because the Homeowner failed to understand the legal effect of the provisions of this Agreement.

4. Homeowner has executed this Agreement as a free and voluntary act without duress, coercion or undue influence exerted by or on behalf of the Township.

5. This Agreement shall apply to and bind the heirs, personal representatives, administrators, successors and assigns of the parties.

6. The recitals set forth in this Agreement are integral and shall be considered part of this Agreement as if fully set forth as numbered paragraphs in this Agreement.

7. The failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or law.

8. This Agreement shall not be construed for or against either of the parties and the parties agree that it shall be deemed to have been drafted by both parties.

9. This Agreement shall be recorded at the office of the Oakland County Register of Deeds.

10. This represents the entire agreement between the parties and cannot be modified or amended except in writing signed by the parties.

11. This Agreement is enforceable in the Oakland County Circuit Court. The validity, construction, interpretation, and administration of this Agreement are governed by the laws of the State of Michigan.

HOMEOWNER

Dated: _____, 20__

By:

Dated: _____, 20__

By:

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this __ day of _____, 20__, before me a Notary Public in and for said County, personally appeared the above-named _____ and _____, Homeowner, 836 South Williams Lake Road, White Lake, Michigan 48386 and made oath that they have read the foregoing Agreement and acknowledged the same to be their free act and deed.

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

Charter Township of White Lake

Dated: _____, 20__

By: Rik Kowall
Its: Supervisor

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this ____ day of _____ 20____, before me, a Notary Public, in and for said County, personally appeared Rik Kowall, on behalf of the Charter Township of White Lake, who executed the Agreement and acknowledged that he has executed it on behalf of the Charter Township of White Lake in his capacity as its Supervisor.

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

EXHIBIT A

[Insert Legal Description]

Parcel ID 12-36-200-003

836 S. Williams Lake Rd



December 28, 2022

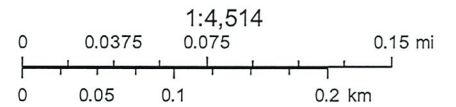
polygonLayer

█ Override 1

 Water Well House

Water Booster Station

 BoosterStation



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Rik Kowall, Supervisor
Anthony Noble, Clerk
Mike Roman, Treasurer



Trustees

Section 9, Item F.

Li:
Andrea C. Voorheis
Michael Powell

WHITE LAKE TOWNSHIP
DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, www.whitelaketwp.com

January 9, 2023

Honorable Board of Trustees
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

Re: Commercial Backflow Prevention Services Proposal - HydroCorp

Honorable Board of Trustees,

Our contract with HydroCorp is set to in January 2023. DPS would like to continue working with HydroCorp as they been an outstanding partner to White Lake with everything associated with our PA 399 requirement to inspect, monitor, and control real and potential cross connections and backflow to our drinking water system. They have assisted us with commercial inspection, Cross Connection Control Plan development, public education and outreach materials, and regulatory compliance.

DPS requests the Board of Trustees authorize the execution of the attached agreement for services for a 24-month period by the Township Supervisor subject to the review and approval of the Township Attorney.

Please contact my office at 248-698-7700 if you have any questions.

Sincerely,

Aaron Potter
Director, Department of Public Services
Charter Township of White Lake

PROPOSAL

DEVELOPED FOR
Aaron Potter
Township of White Lake

7525 Highland Road
White Lake, MI 48383

December 12, 2022

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL



SCOPE OF WORK3

PROFESSIONAL SERVICE AGREEMENT 4-10

QUALIFICATIONS11



SCOPE OF WORK

Based on our current contract, HydroCorp™ will provide the following services to the Township of White Lake. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Township with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **20** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the Township served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
9. Assist the Township with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 267.00	Annual Amount: \$ 3,204.00	Contract Total: \$ 6,408.00
----------------------------------	-----------------------------------	------------------------------------

Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 267.00

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this DATE by and between the Township of White Lake, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all EGLE regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **40** inspections over a **two – (2) year contract**. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, multifamily, and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **140** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). ***Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.***
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **February 1, 2023**, and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew for in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$267.00 per month, \$3,204.00 annually, for a two - year contract total of \$6,408.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.



- 4.5 **PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 **CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 **CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 **ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 **CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 **INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 **LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCOP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter



a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

Township of White Lake
c/o Aaron Potter
7525 Highland Road
White Lake, MI 48383
(248) 698-7700

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

Township of White Lake

By:
Title:

HydroCorp



By: Paul M. Patterson
Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.




WHITE LAKE TOWNSHIP

COMMUNITY DEVELOPMENT DEPARTMENT

DATE: January 9, 2023

TO: Rik Kowall, Supervisor
Township Board of Trustees

FROM: RFP Committee 

SUBJECT: B-133 Agreement, Redstone Architects (Public Safety Building Design)

As you may recall, the RFP Committee has been working on a Draft AIA (American Institute of Architects) B-133 Agreement (Standard Form of Agreement Between Owner and Architect) with Redstone Architects for the design the new Public Safety Building. The B-133 Agreement is a standardized document that the AIA makes available, for purchase, for owners and architects to utilize as a contract for design services. The Township Attorney is familiar with this agreement type and supports its use for this purpose. At this time, the RFP Committee is recommending that the Township Board approve the attached B-133 Agreement, with Redstone Architects, for design services related to the Public Safety Building. This approval is subject to confirmation of declarations and coverage limits with the Township’s insurance carrier prior to execution by the Township Supervisor.

For your reference, I have attached both the “clean” and “redlined” versions of the Draft B-133 Agreement. The Redstone Architects Fee Proposal for Design Services for the New Public Safety Building (dated November 7, 2022), which was approved at your November 11, 2022 Board meeting, is attached as well. The Committee is looking forward to discussing the attached Draft B-133 Agreement with you at the January 17th Township Board meeting. If you have any questions, or require additional information, please do not hesitate to contact me.

Thank you.

DRAFT AIA® Document B133™ - 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the «18th» day of «January-» in the year «2023»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

[Charter Township of White Lake](#)
[7525 Highland Road](#)
[White Lake, MI 48383-2900](#)
[Phone: 248-698-3300](#)

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and the Architect:
(Name, legal status, address, and other information)

[«Redstone Architects, Inc.»](#), A Michigan S Corporation
[«2709 S. Telegraph Road»](#)
[«Bloomfield Hills, MI 48302»](#)
[«Phone: 248-418-0990; Cell: 248-320-3355»](#)
[«redstone@redstonearchitects.com »](#)

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for the following Project:
(Name, location, and detailed description)

«A new Public Safety Building of approximately 44,000sf containing both the White Lake Fire Department (Station 1) and the White Lake Township Police Department ("Public Safety Building")»

« »
« »

The Construction Manager (if known):
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1937133686)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« A new Public Safety Building Public Safety Building of approximately 44,000sf containing both the White Lake Fire Department (Station 1) and the White Lake Township Police Department: ("Public Safety Building"). »

§ 1.1.2 The Project's physical characteristics: (Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

««The Public Safety Building Study was presented to the Township in early 2021. In the fall of 2022, the program was reduced slightly to about 44,000sf.

White Lake Township owns approximately 26 acres of land (13+/- buildable acres) on the west side of Elizabeth Lake Road, just south of Highland Road (M-59), located immediately south of the new White Lake Township Library. The Township plans to construct both the Public Safety Building and a Township Hall ("Projects") on the southerly half of this parcel: ("Civic Center Campus"). »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

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«\$16,500,000.00. Soft costs, including professional fees, Furniture, Fixtures and Equipment are budgeted at an additional \$3,500,000.00–». The total project budget is \$20,000,000.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«February 2023 through August 2023–»

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.2 Construction commencement date:

«November 1, 2023–»

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.3 Substantial Completion date or dates:

«Building- Spring 2025; Landscaping and Site- TBD–»

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.4 Other milestone dates:

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§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement: (Indicate agreement type.)

[] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below: (List number and type of bid/procurement packages.)

«N/A»

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project: (Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4: (List name, address, and other contact information.)

« Sean O’Neil, Community Development Director »
«–White Lake Township, MI»
«–7525 Highland Road»
«–White Lake Township, MI 48383»

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«-Phone: 248-698-3300, Extension 5»
SONeil@whitelaketwp.com

«-»

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

«It is anticipated that a Construction Manager at Risk will be retained by the end of March 2023.-»

- .2 Land Surveyor:

«DLZ Michigan-»« »
«4494 Elizabeth Lake Road »
«Waterford Township, MI -»48328 »
«248-681-»7800 »
« »

- .3 Geotechnical Engineer:

«To Be Determined »« »
« »
« »
« »
« »

- .4 Civil Engineer:

«To Be Determined »« »
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- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

«Daniel Redstone, FAIA, NCARB, -»President »
«Redstone Architects, Inc.-»
«2709 S. Telegraph Road-»
«Bloomfield Hills, MI 48302-»
«Phone: 248-418-0990; Cell: 248-320-3355-»

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«dredstone@redstonearchitects.com- »

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Robert Darvas Associates, P.C. »
Steven M. Rudner, P.E.- »
«440 South Main ->Street »
«Ann Arbor, MI ->48104 »
«Phone: 734-761-8713; Cell: 734-646->9285 »
«->srudner@robertdarvas.com »

.2 Mechanical Engineer:

«Peter Basso Associates, Inc. »
David Conrad, PE, Vice President- »
«5145 Livernois Road, Suite 100- »
«Troy, MI 48108- »
«Phone: 248-879-5666; Cell: 586-243-0404- »
« dconrad@pbanet.com »

.3 Electrical Engineer:

«Peter Basso Associates, Inc.»
«David Conrad, PE, Vice President »
«5145 Livernois Road, Suite 100 »
«Troy, MI 48108 »
«Phone: 248-879-5666; Cell: 586-243-0404 »
« dconrad@pbanet.com »

.4 Civil Engineering & Landscape Design Services

«Beckett & Raeder, Inc.»
Brian Barrick, P.E., Principal
«535 West William Street, Suite 101»
«Ann Arbor, MI 48103 »
«Phone: 734-662-2622 »

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§ 1.1.12.2 Consultants retained under Supplemental Services:

«Security Consultant: Summers Associates, L.L.C.- »

§ 1.1.13 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

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Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. Deductibles and self-insured retentions for the following policies shall not exceed \$25,000 If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than ~~two million~~ (\$ ~~2,000,000~~) for each occurrence and ~~two million~~ (\$ ~~2,000,000~~) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~one million~~ (\$ ~~1,000,000~~) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

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§ 2.6.5 Employers' Liability with policy limits not less than ~~«one million»~~ (\$ ~~«1,000,000-»~~) each accident, ~~«One million»~~ (\$ ~~«1,000,000-»~~) each employee, and ~~«one million»~~ (\$ ~~«1,000,000-»~~) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~«One million-»~~ (\$ ~~«1,000,000-»~~) per claim and ~~«Two million-»~~ (\$ ~~«2,000,000-»~~) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect, upon execution of this Agreement and upon renewal, shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The certificate shall provide that such insurance coverage shall not be canceled or modified without 30 days prior written notice to Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner including meetings with the Township Board as needed. Bi-weekly written progress reports during the design phases should be provided to the Township.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

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§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and that of Architect's consultants, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

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§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment, and shall provide copies of such records to Owner upon request.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents, and shall provide copies of such records to Owner upon request.

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§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner, with assistance of Architect; separate agreement
§ 4.1.1.2 Programming	OWNER; previously completed
§ 4.1.1.3 Multiple Preliminary Designs	Not provided
§ 4.1.1.4 Measured drawings	Not provided
§ 4.1.1.5 Existing facilities surveys	Not provided
§ 4.1.1.6 Site evaluation and planning	Owner
§ 4.1.1.7 Building Information Model management responsibilities	Not provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.9 Civil engineering	Overall Site: - Owner; Building Site: Architect
§ 4.1.1.10 Landscape design	Overall Site: - Owner Building Site: Architect
§ 4.1.1.11 Architectural interior design- other than finishes	Additional Service if Authorized
§ 4.1.1.12 Value analysis	Not provided
§ 4.1.1.13 Cost estimating	Provided by CMR
§ 4.1.1.14 On-site project representation	Not provided
§ 4.1.1.15 Conformed documents for construction	Not provided
§ 4.1.1.16 As-designed record drawings- AutoCad	Architect
§ 4.1.1.17 As-constructed record drawings -AutoCad	CMR
§ 4.1.1.18 Post-occupancy evaluation beyond 3.6.6.5	Not provided
§ 4.1.1.19 Facility support services	Not provided
§ 4.1.1.20 Tenant-related services	Not provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Additional Service if Authorized
§ 4.1.1.22 Telecommunications/data design	Owner
§ 4.1.1.23 Security evaluation and planning	Additional Service if Authorized
§ 4.1.1.24 Commissioning	Additional Service if Authorized
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Additional Service if Authorized
§ 4.1.1.26 Historic preservation	Not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services:	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give

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prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~two~~ (~~2~~) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ~~forty-eight~~ (~~48~~) visits to the site by the Architect during construction
- .3 ~~two~~ (~~2~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~two~~ (~~2~~) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~thirty-six~~ (~~36~~) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the ~~Architect~~Architect, including site development work for the building pad, and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's material inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be conducted as provided in MCR 2.411 by a mediator selected from an approved list maintained by the Oakland County Circuit Court. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement within 15 days after receipt of written notice, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven-Fifteen~~ **seven-fifteen** days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. If Owner provides detailed written notice, including supporting documentation to Architect within such 15-day period that Owner disputes some, but not all of the charges from Architect, and Owner pays the undisputed amounts to Architect, then Architect will continue to timely perform the remaining services under this Agreement and the parties will diligently work together in good-faith to resolve such dispute.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than ~~seven-fifteen~~ **seven-fifteen** days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven-fifteen~~ **seven-fifteen** days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than ~~fifteen seven~~ **fifteen seven**-days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

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.1 Termination Fee:

«->zero »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«Not ->Applicable »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory

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legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

«Not Applicable »

- .2 Percentage Basis
(Insert percentage value)

For Services identified in Sections 3.3, 3.4 and 3.5 (Schematic Design, Design Development and Construction Documents): «six percent » («6.0 ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, Construction Manager's Guaranteed Maximum Price, as accepted by Owner.;

For Services identified in Section 3.6 (Construction Phase): two percent («2.0») % of the Construction Manager's Guaranteed Maximum Price, as accepted by Owner.;

- .3 Other
(Describe the method of compensation)

«Bidding Assistance to the Construction Manager: Additional Service: Hourly as →needed »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Hourly Rates per Exhibit A »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Hourly Rates per Exhibit A- »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus «five» percent («5») %, or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

«Consultants' Standard Hourly rates or Fixed Fee for the specific Supplemental or Additional Service- »

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Twenty-Five-»	percent (	«25-»	%)
Design Development Phase	«Twenty-Five-»	percent (	«25-»	%)
Construction Documents Phase	«Fifty-»	percent (	«50-»	%)
Construction Phase	«-»	percent («-»	%)
Total Basic Compensation - Design (Sections 3.3.3.4 and 3.5)	one hundred	percent (	100	%)
Construction Phase-3.6	« »	percent (« »	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Attached Hourly Billing →Schedule- Exhibit A »

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. ~~Transportation and authorized out-of-town travel and subsistence;~~
2. ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
9. ~~All taxes levied on professional services and on reimbursable expenses;~~
10. ~~Site office expenses;~~
11. ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~

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.12 Other similar Project-related expenditures

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «→five» percent («5» %) of the expenses incurred.

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§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

« none »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «→zero» (\$ «0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed in accordance with the contract terms. Payments are due and payable upon 30 days after receipt of the presentation of the Architect's invoice and reasonable supporting documentation. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

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« » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

«→None»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

(Insert the date of the E203-2013 incorporated into this agreement.)

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« »

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

«Proposal Letter from Redstone Architects, Inc. Dated November 7, 2022,
Exhibit A- Redstone Architects 2023 Hourly Rate Schedule.»

This Agreement entered into as of the day and year first written above.

Charter Township of White Lake, MI

Redstone Architects, Inc.

OWNER (Signature)

ARCHITECT (Signature)

«Rik Kowall- »«Supervisor- »

«Daniel Redstone -»«President -»

(Printed name and title)

(Printed name, title, and license number, if required)

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DRAFT AIA® Document B133™ - 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the «18th» day of «January-» in the year «2023»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

[Charter Township of White Lake](#)
[7525 Highland Road](#)
[White Lake, MI 48383-2900](#)
[Phone: 248-698-3300](#)

«-»«-»
«-»
«-»
« »

and the Architect:
(Name, legal status, address, and other information)

[«Redstone Architects, Inc.»](#), A Michigan S Corporation
[«2709 S. Telegraph Road»](#)
[«Bloomfield Hills, MI 48302»](#)
[«Phone: 248-418-0990; Cell: 248-320-3355»](#)
[«redstone@redstonearchitects.com »](#)

«-»«-»
«-»
«-»
«-»

for the following Project:
(Name, location, and detailed description)

«A new Public Safety Building of approximately 44,000sf containing both the White Lake Fire Department (Station 1) and the White Lake Township Police Department ("Public Safety Building")»

« »
« »

The Construction Manager (if known):
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« A new Public Safety Building Public Safety Building of approximately 44,000sf containing both the White Lake Fire Department (Station 1) and the White Lake Township Police Department: ("Public Safety Building"). »

§ 1.1.2 The Project's physical characteristics: (Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

««The Public Safety Building Study was presented to the Township in early 2021. In the fall of 2022, the program was reduced slightly to about 44,000sf.

White Lake Township owns approximately 26 acres of land (13+/- buildable acres) on the west side of Elizabeth Lake Road, just south of Highland Road (M-59), located immediately south of the new White Lake Township Library. The Township plans to construct both the Public Safety Building and a Township Hall ("Projects") on the southerly half of this parcel: ("Civic Center Campus"). »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

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«\$16,500,000.00. Soft costs, including professional fees, Furniture, Fixtures and Equipment are budgeted at an additional \$3,500,000.00—». The total project budget is \$20,000,000.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«February 2023 through August 2023—»

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.2 Construction commencement date:

«November 1, 2023—»

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.3 Substantial Completion date or dates:

«Building- Spring 2025; Landscaping and Site- TBD—»

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.4 Other milestone dates:

« »

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§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement: (Indicate agreement type.)

[] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below: (List number and type of bid/procurement packages.)

«N/A—»

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project: (Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4: (List name, address, and other contact information.)

« Sean O’Neil, Community Development Director »
«White Lake Township, MI»
«7525 Highland Road»
«White Lake Township, MI 48383»

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«-Phone: 248-698-3300, Extension 5»
SONeil@whitelaketwp.com

«-»

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§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

«It is anticipated that a Construction Manager at Risk will be retained by the end of March 2023.-»

- .2 Land Surveyor:

«DLZ Michigan-»« »
«4494 Elizabeth Lake Road »
«Waterford Township, MI -»«48328 »
«248-681-»«7800 »
« »

- .3 Geotechnical Engineer:

«To Be Determined »« »
« »
« »
« »
« »

- .4 Civil Engineer:

«To Be Determined »« »
«-»«-»
«-»
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- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

«Daniel Redstone, FAIA, NCARB, -»«President »
«Redstone Architects, Inc.-»
«2709 S. Telegraph Road-»
«Bloomfield Hills, MI 48302-»
«Phone: 248-418-0990; Cell: 248-320-3355-»

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«dredstone@redstonearchitects.com- »

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Robert Darvas Associates, P.C. »
Steven M. Rudner, P.E.- »
«440 South Main ->Street »
«Ann Arbor, MI ->48104 »
«Phone: 734-761-8713; Cell: 734-646->9285 »
«->srudner@robertdarvas.com »

.2 Mechanical Engineer:

«Peter Basso Associates, Inc. »
David Conrad, PE, Vice President- »
«5145 Livernois Road, Suite 100- »
«Troy, MI 48108- »
«Phone: 248-879-5666; Cell: 586-243-0404- »
« dconrad@pbanet.com »

.3 Electrical Engineer:

«Peter Basso Associates, Inc.»
«David Conrad, PE, Vice President »
«5145 Livernois Road, Suite 100 »
«Troy, MI 48108 »
«Phone: 248-879-5666; Cell: 586-243-0404 »
« dconrad@pbanet.com »

.4 Civil Engineering & Landscape Design Services

«Beckett & Raeder, Inc.»
Brian Barrick, P.E., Principal
«535 West William Street, Suite 101»
«Ann Arbor, MI 48103 »
«Phone: 734-662-2622 »

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§ 1.1.12.2 Consultants retained under Supplemental Services:

«Security Consultant: Summers Associates, L.L.C.- »

§ 1.1.13 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

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Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. Deductibles and self-insured retentions for the following policies shall not exceed \$25,000 If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than ~~two million~~ (\$ ~~2,000,000~~) for each occurrence and ~~two million~~ (\$ ~~2,000,000~~) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~one million~~ (\$ ~~1,000,000~~) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

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§ 2.6.5 Employers' Liability with policy limits not less than ~~«one million»~~ (\$ ~~«1,000,000-»~~) each accident, ~~«One million»~~ (\$ ~~«1,000,000-»~~) each employee, and ~~«one million»~~ (\$ ~~«1,000,000-»~~) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~«One million»~~ (\$ ~~«1,000,000-»~~) per claim and ~~«Two million»~~ (\$ ~~«2,000,000-»~~) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect, upon execution of this Agreement and upon renewal, shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The certificate shall provide that such insurance coverage shall not be canceled or modified without 30 days prior written notice to Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner including meetings with the Township Board as needed. Bi-weekly written progress reports during the design phases should be provided to the Township.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

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§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and that of Architect's consultants, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

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§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment, and shall provide copies of such records to Owner upon request.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents, and shall provide copies of such records to Owner upon request.

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§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Owner, with assistance of Architect; separate agreement</u>
§ 4.1.1.2 Programming	<u>OWNER; previously completed</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Not provided</u>
§ 4.1.1.4 Measured drawings	<u>Not provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Owner</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.9 Civil engineering	<u>Overall Site: - Owner; Building Site: Architect</u>
§ 4.1.1.10 Landscape design	<u>Overall Site: - Owner Building Site: Architect</u>
§ 4.1.1.11 Architectural interior design- <u>other than finishes</u>	<u>Additional Service if Authorized</u>
§ 4.1.1.12 Value analysis	<u>Not provided</u>
§ 4.1.1.13 Cost estimating	<u>Provided by CMR</u>
§ 4.1.1.14 On-site project representation	<u>Not provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.16 As-designed record drawings- <u>AutoCad</u>	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings - <u>AutoCad</u>	<u>CMR</u>
§ 4.1.1.18 Post-occupancy evaluation <u>beyond 3.6.6.5</u>	<u>Not provided</u>
§ 4.1.1.19 Facility support services	<u>Not provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not provided</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Additional Service if Authorized</u>
§ 4.1.1.22 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.23 Security evaluation and planning	<u>Additional Service if Authorized</u>
§ 4.1.1.24 Commissioning	<u>Additional Service if Authorized</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Additional Service if Authorized</u>
§ 4.1.1.26 Historic preservation	<u>Not provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.29 Other Supplemental Services:	<u>Not provided</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give

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prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~two~~ (~~2~~) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ~~forty-eight~~ (~~48~~) visits to the site by the Architect during construction
- .3 ~~two~~ (~~2~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~two~~ (~~2~~) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~thirty-six~~ (~~36~~) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the ~~Architect~~Architect, including site development work for the building pad, and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's material inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be conducted as provided in MCR 2.411 by a mediator selected from an approved list maintained by the Oakland County Circuit Court. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement within 15 days after receipt of written notice, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven-Fifteen~~ **seven-fifteen** days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. If Owner provides detailed written notice, including supporting documentation to Architect within such 15-day period that Owner disputes some, but not all of the charges from Architect, and Owner pays the undisputed amounts to Architect, then Architect will continue to timely perform the remaining services under this Agreement and the parties will diligently work together in good-faith to resolve such dispute.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than ~~seven-fifteen~~ **seven-fifteen** days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven-fifteen~~ **seven-fifteen** days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than ~~fifteen seven~~ **fifteen seven**-days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

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.1 Termination Fee:

«→zero»

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«Not →Applicable»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory

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legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

«Not Applicable »

- .2 Percentage Basis
(Insert percentage value)

For Services identified in Sections 3.3, 3.4 and 3.5 (Schematic Design, Design Development and Construction Documents): «six percent » («6.0 ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, Construction Manager's Guaranteed Maximum Price, as accepted by Owner.;

For Services identified in Section 3.6 (Construction Phase): two percent («2.0») % of the Construction Manager's Guaranteed Maximum Price, as accepted by Owner.;

- .3 Other
(Describe the method of compensation)

«Bidding Assistance to the Construction Manager: Additional Service: Hourly as →needed »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Hourly Rates per Exhibit A »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Hourly Rates per Exhibit A- »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus «five» percent («5») %, or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

«Consultants' Standard Hourly rates or Fixed Fee for the specific Supplemental or Additional Service- »

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Twenty-Five-»	percent (	«25-»	%)
Design Development Phase	«Twenty-Five-»	percent (	«25-»	%)
Construction Documents Phase	«Fifty-»	percent (	«50-»	%)
Construction Phase	«-»	percent («-»	%)
Total Basic Compensation - Design (Sections 3.3.3.4 and 3.5)	one hundred	percent (	100	%)
Construction Phase-3.6	« »	percent (« »	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Attached Hourly Billing →Schedule- Exhibit A »

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~1. Transportation and authorized out-of-town travel and subsistence;~~
- ~~2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~9. All taxes levied on professional services and on reimbursable expenses;~~
- ~~10. Site office expenses;~~
- ~~11. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~

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.12 Other similar Project-related expenditures

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «→five» percent («5» %) of the expenses incurred.

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§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

« none »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «→zero» (\$ «0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed in accordance with the contract terms. Payments are due and payable upon 30 days after receipt of the presentation of the Architect's invoice and reasonable supporting documentation. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

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« » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

«→None»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

(Insert the date of the E203-2013 incorporated into this agreement.)

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« »

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

«Proposal Letter from Redstone Architects, Inc. Dated November 7, 2022,
Exhibit A- Redstone Architects 2023 Hourly Rate Schedule.»

This Agreement entered into as of the day and year first written above.

Charter Township of White Lake, MI

Redstone Architects, Inc.

OWNER (Signature)

ARCHITECT (Signature)

«Rik Kowall- »«Supervisor- »

«Daniel Redstone -»«President -»

(Printed name and title)

(Printed name, title, and license number, if required)

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Law Enforcement
Justice
Public Safety
Municipal
Corporate/Commercial

Redstone Architects, Inc.

2709 S. Telegraph Road, Bloomfield Hills, MI 48302-1008

November 7, 2022

Mr. Sean O'Neil
Community Development Director
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48363-2900

RE: Fee Proposal for Design Services for the New Public Safety Building

Dear Sean:

We are pleased to submit our proposal to provide White Lake Township architectural and engineering design services for its new Public Safety Building. Redstone Architects has been working with the Township for over four years on this project and is excited that our previous efforts are coming to fruition.

We have recently completed a review of the January 2021 study with both Chief Keller and Chief Holland. We are happy to say that together we have been able to reduce the size of the Public Safety Building by about 3,000 square feet. As we now see it, the Public Safety Building will be approximately 44,000 square feet, down from 47,000sf. This includes a shell space in the lower level for a future gun range.

At your request, we have also been working with the Township Committee to bring on board an architectural firm for the design of the Township Hall. In discussions with you, we understand that the expanded team will include Straub Pettitt Yaste ("SPY") for the design of the Town Hall. We have discussed and agreed that Redstone and SPY will each have a separate Agreement with the Township. Redstone and SPY will work together with the Township and the CMR to develop both buildings together in order to provide the Township with a better standardization of materials and systems for both buildings.

Redstone and SPY have also agreed to engage the same structural, mechanical and electrical engineering consultants for our respective projects. Having one set of consultants will improve the outcome of both designs.

Our consultants will include:

- Peter Basso Associates- Mechanical, Electrical and Plumbing
- Darvas and Associates- Structural
- Beckett and Raeder- Civil and Landscape Architecture



Mr. Sean O'Neil
Community Development Director

November 7, 2022
Page 2

FEE PROPOSAL

We previously submitted a proposed fee to Supervisor Kowall in August, based on the utilization of a CMR. We believe that proposal was a fair proposal that would allow Redstone to provide the necessary services to help achieve a successful outcome. At that time it was unclear as to who would be designing the Township Hall.

You have now chosen SPY for that role, and have now asked Redstone to help coordinate SPY's work and ours with regard to specifications and systems. We are happy to do so.

Our fee proposal last August was based on Basic Design Services as described in the AIA B133 Owner Architect Agreement which anticipated using a Construction Manager at Risk ("CMR") construction delivery approach. That has now been confirmed and we are working with you and your committee to develop a Request for Proposal for a CMR that should be ready for approval by the Township at this month's meeting.

This letter shall confirm our proposal for professional services for the design of the Public Safety Building as follows.

- A. **Basic Design Services:** including Schematic Design, Design Development and Construction Documents phases for architectural, structural, mechanical, electrical, plumbing, and civil engineering/landscape architecture design services: A professional services fee of six (6%) percent based on the CMR's guaranteed maximum price ("GMP").
- B. **Bidding Phase Services-** Assisting the CMR per the B133 documents, Article 4.3.1.7: Additional Service.
- C. **Construction Phase Services,** per the B133 Document: A professional fee for the Redstone Architects and the consultants identified above: Two (2%) of the CMR's GMP.

Not included in Basic Services (Additional Services if required and authorized):

1. Security Consultant- Summers Associates, LLC
2. Furniture, Fixtures & Equipment (FF&E)
3. Data/IT equipment and cabling
4. Lab equipment
5. Reimbursable Expenses
6. Additional Services identified in B133



Mr. Sean O'Neil
Community Development Director

November 7, 2022
Page 3

Thank you for the opportunity to continue to work with you and the Police and Fire Departments of White Lake Township, and to assist the Township in developing the Civic Center Campus.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Redstone", written in a cursive style.

Daniel Redstone, FAIA, NCARB
President


w/attachments: Sample AIA B133

WHITE LAKE TOWNSHIP

COMMUNITY DEVELOPMENT DEPARTMENT

DATE: January 9, 2023

TO: Rik Kowall, Supervisor
Township Board of Trustees

FROM: RFP Committee 

SUBJECT: B-133 Agreement, Straub Pettitt Yaste Architects (Township Hall Building Design)

As you may recall, the RFP Committee has been working on a Draft AIA (American Institute of Architects) B-133 Agreement (Standard Form of Agreement Between Owner and Architect) with Straub Pettitt Yaste Architects for the design the new Township Hall Building. The B-133 Agreement is a standardized document that the AIA makes available, for purchase, for owners and architects to utilize as a contract for design services. The Township Attorney is familiar with this agreement type and supports its use for this purpose. At this time, the RFP Committee is recommending that the Township Board approve the attached B-133 Agreement, with Straub Pettitt Yaste Architects, for design services related to the Township Hall Building. This approval is subject to confirmation of declarations and coverage limits with the Township’s insurance carrier prior to execution by the Township Supervisor.

For your reference, I have attached both the “clean” and “redlined” versions of the Draft B-133 Agreement. The Staub Pettitt Yaste Architects Fee Proposal for Design Services for the New Township Hall (dated November 7, 2022), which was approved at your November 11, 2022 Board meeting, is attached as well. The Committee is looking forward to discussing the attached Draft B-133 Agreement with you at the January 17th Township Board meeting. If you have any questions, or require additional information, please do not hesitate to contact me.

Thank you.

DRAFT AIA® Document B133™ - 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 18th day of January in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383-2900
Phone: 248-698-3300

«»
«»
«»
«»

and the Architect:
(Name, legal status, address, and other information)

«Bloomfield Hills, MI 48302»Straub Pettitt Yaste Architects
850 North Crooks, Suite 200
Clawson, MI 48017
Phone: 248-658-7777; Cell: 313-268-1768
spettitt@straubpettityaste.com

«»
«»
«»
«»

for the following Project:
(Name, location, and detailed description)

«White Lake Township Hall»
«»
«A new Township Hall Building of approximately 38,000 sf containing the Supervisor's Office, Treasury Department, Assessors Department, Clerks Department, Public Services Department, Building, Planning & Community Development Department, and Senior Center.»

The Construction Manager (if known):
(Name, legal status, address, and other information)

«»
«»
«»
«»TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

A new Township Hall Building of approximately 38,000 sf containing the Supervisor's Office, Treasury Department, Assessors Department, Clerks Department, Public Services Department, Building, Planning & Community Development Department, and Senior Center. <->

§ 1.1.2 The Project's physical characteristics: (Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

White Lake Township owns approximately 26 acres of land (13+/- buildable acres) on the west side of Elizabeth Lake Road, just south of Highland Road (M-59), located immediately south of the new White Lake Township Library. The Township plans to construct both the Public Safety Building and the Township Hall ("Projects") on the southerly half of this parcel: ("Civic Center Campus").<->

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

\$162,500,000.00. Soft costs, including professional fees, Furniture, Fixtures and Equipment are budgeted at an additional \$32,500,000.00->. The total project budget is \$2915,000,000.

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«-»

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

February 2023 – August 2023«-»

- .2 Construction commencement date:

November 1, 2023«-»

- .3 Substantial Completion date or dates:

Building – Spring 2025«-»
Landscaping/Site - TBD

- .4 Other milestone dates:

«-»

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[~~«-»~~X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[~~«-»~~] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A«-»

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A«-»

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Sean O’Neil, Community Development Director
–White Lake Township, MI
–7525 Highland Road
–White Lake Township, MI 48383
–Phone: 248-698-3300, Extension 5

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§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

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§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

It is anticipated that a Construction Manager at Risk will be retained March 21, 2023.<->

- .2 Land Surveyor:
DLZ Michigan
4494 Elizabeth Lake Road
Waterford Township, MI 48238
248-681-7800

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- .3 Geotechnical Engineer:

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- .4 Civil Engineer:

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- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

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§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

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Daniel Redstone Stuart Pettitt, FAIA, NCARB, →President/Principal
Redstone Architects, Inc. Straub Pettitt Yaste Architects
2709 S. Telegraph Road 850 North Crooks, Suite 200
Bloomfield Hills Clawson, MI 48302017
Phone: 248-418-0990/658 7777; Cell: 248-320-3355/13-268-1768

dredstone@redstonearchitectsspettitt@straubpettityaste.com ←→
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§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Robert Darvas Associates, P.C. »»
Steven M. Rudner, P.E.
440 South Main →Street
Ann Arbor, MI →48104
Phone: 734-761-8713; Cell: 734-646-→9285
→srudner@robertdarvas.com ←→←→
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.2 Mechanical Engineer:

Peter Basso Associates, Inc.
David Conrad, PE, Vice President
5145 Livernois Road, Suite 100
Troy, MI 48108
Phone: 248-879-5666; Cell: 586-243-0404
dconrad@pbanet.com ←←←→
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.3 Electrical Engineer:

Peter Basso Associates, Inc.
David Conrad, PE, Vice President
5145 Livernois Road, Suite 100
Troy, MI 48108
Phone: 248-879-5666; Cell: 586-243-0404
dconrad@pbanet.com ←←←→

.4 Civil Engineering & Landscape Design Services:

Beckett & Raeder, Inc.
Brian Barrick, P.E., Principal



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535 West William Street, Suite 101
Ann Arbor, MI 48103
Phone: 734-662-2622
bbarrick@bria2.com



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§ 1.1.12.2 Consultants retained under Supplemental Services:

.1 Security Consultant:

Summers Associates LLC
Robert E. Summers, CPP
2335 E Colorado Blvd Ste. 115-229
Pasadena, CA 91107

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§ 1.1.13 Other Initial Information on which the Agreement is based:



§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. Deductibles and self-insured retentions for the following policies shall not exceed \$25,000. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6 upon execution of this contract and upon renewal. The certificate shall provide that such insurance coverage shall not be canceled or modified without 30 days prior written notice to Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner including meetings with the Township as requested. Bi-weekly written progress reports during the design phases should be provided to the Township.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, ~~or the Owner's approval of the Construction Manager's Control Estimate, as applicable,~~ the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment ~~or Control Estimate.~~

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or by written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment. ~~the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.~~

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and that of Architect's consultants, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to

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determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment and shall provide copies of such records to Owner upon request.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 ~~Subject to Section 4.2, (Subject to Section 4.2,~~ the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents and shall provide copies of such records to Owner upon request.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)



Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner, with assistance of Architect; separate agreement
§ 4.1.1.2 Programming	Owner; previously completed
§ 4.1.1.3 Multiple Preliminary Designs	Not provided
§ 4.1.1.4 Measured drawings	Not provided
§ 4.1.1.5 Existing facilities surveys	Not provided
§ 4.1.1.6 Site evaluation and planning	Owner
§ 4.1.1.7 Building Information Model management responsibilities	Not provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.9 Civil engineering	Overall Site: - Owner Building Site: Architect
§ 4.1.1.10 Landscape design	Overall Site: - Owner Building Site: Architect
§ 4.1.1.11 Architectural interior design other than finishes	Additional Service if Authorized
§ 4.1.1.12 Value analysis	Not provided
§ 4.1.1.13 Cost estimating	Provided by CMR
§ 4.1.1.14 On-site project representation	Not provided
§ 4.1.1.15 Conformed documents for construction	Not provided
§ 4.1.1.16 As-designed record drawings in AutoCAD	Architect
§ 4.1.1.17 As-constructed record drawings in AutoCAD	Provided by CMR
§ 4.1.1.18 Post-occupancy evaluation beyond 3.6.6.5	Not provided
§ 4.1.1.19 Facility support services	Not provided
§ 4.1.1.20 Tenant-related services	Not provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Additional Service if Authorized
§ 4.1.1.22 Telecommunications/data design	Owner
§ 4.1.1.23 Security evaluation and planning	Additional Service if Authorized
§ 4.1.1.24 Commissioning	Additional Service if Authorized
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Additional Service if Authorized
§ 4.1.1.26 Historic preservation	Not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not provided
§ 4.1.1.29 Other Supplemental Services:	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)



§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other material failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- ~~.8 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give

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prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~Two~~ (~~2~~) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ~~Forty-eight (48)~~ (~~48~~) visits to the site by the Architect during construction
- .3 ~~Two~~ (~~2~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~Two~~ (~~2~~) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~thirty-six~~ (~~36~~) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect, including site development work for the building pad, and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's material inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates or the Guaranteed Maximum Price proposal or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. ~~The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.~~

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§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be ~~administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement conducted as provided in MCR 2.411 by a mediator selected from an approved list maintained by the Oakland County Circuit Court.~~ A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

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~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement within 15 days after receipt of written notice, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. If the Owner provides detailed written notice, including supporting documentation, to Architect within such 15-day period that Owner disputes some, but not all of the charges from Architect, and Owner pays the undisputed amounts to Architect, then Architect will continue to timely perform the remaining services under this agreement and the parties will diligently work together in good-faith to resolve such dispute.~~

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven-15 days' written notice.~~

~~§ 9.4 Either party may terminate this Agreement upon not less than seven-15 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~§ 9.5 The Owner may terminate this Agreement upon not less than seven-15 days' written notice to the Architect for the Owner's convenience and without cause.~~

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero (0) ←→

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A ←→

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1 Stipulated Sum
(Insert amount)

N/A

2 Percentage Basis
(Insert percentage value)

For Services identified in Sections 3.3, 3.4 and 3.5 (Schematic Design, Design Development and Construction Documents): six percent (6.0) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6. Construction Manager’s Guaranteed Maximum Price, as accepted by Owner;

For Services identified in Section 3.6 (Construction Phase): two percent (2.0) % of the Construction Manager’s Guaranteed Maximum Price, as accepted by Owner; () % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 Other
(Describe the method of compensation)

Bidding Assistance to the Construction Manager: Additional Service; Hourly as needed.

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See attached Straub Pettitt Yaste Architects Hourly Billing Rates.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See attached Straub Pettitt Yaste Architects Hourly Billing Rates.

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~five~~ percent (~~5~~%), or as follows: (Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

~~Consultants Standard Hourly Billing Rates or Fixed Fee for specific Supplemental or Additional Services.~~

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent	(	5)	%
Design Development Phase	percent	(	5)	%
Construction Documents Phase	percent	(	5)	%
Construction Phase	percent	(	5)	%
Total Basic Compensation	one hundred	percent	(	100)
Schematic Design Phase	Twenty-Five	percent	(	25)
Design Development Phase	Twenty-Five	percent	(	25)
Construction Documents Phase	Fifty	percent	(	50)
Total Basic Compensation	One Hundred	percent	(	100)
<u>Design Phases (Sections 3.3, 3.4, and 3.5)</u>					
<u>Construction Phase (Section 3.6)</u>	One Hundred	percent	(100)

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The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

~~See attached Straub Pettitt Yaste Architects Hourly Billing Rates.~~

Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- ~~.1 — Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 — Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

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- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~five~~ percent (~~5~~%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

~~None~~

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~zero~~ (\$ ~~0~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~zero~~ (\$ ~~0~~) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed in accordance with the contract terms. Payments are due and payable upon ~~presentation~~ 30 days after receipt of the Architect's invoice and reasonable supporting documentation. Amounts unpaid ~~30~~ (~~30~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~0~~ % ~~0~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

<< >>

- 3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

<< >>

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

<< >>

- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Proposal Letter from Redstone-Straub Pettitt Yaste Architects -dated November 7, 2022
Straub Pettitt Yaste Architects Hourly Billing Rates <->

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Rik Kowal, Supervisor<-><->
Charter Township of White Lake
(Printed name and title)

ARCHITECT (Signature)

<-><->J. Stuart Pettitt, FAIA, Principal
Straub Pettitt Yaste Architects
(Printed name, title, and license number, if required)

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DRAFT AIA® Document B133™ - 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 18th day of January in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383-2900
Phone: 248-698-3300

«»
«»
«»
«»

and the Architect:
(Name, legal status, address, and other information)

«Bloomfield Hills, MI 48302»Straub Pettitt Yaste Architects
850 North Crooks, Suite 200
Clawson, MI 48017
Phone: 248-658-7777; Cell: 313-268-1768
spettitt@straubpettityaste.com

«»
«»
«»
«»

for the following Project:
(Name, location, and detailed description)

«White Lake Township Hall»
«»
«A new Township Hall Building of approximately 38,000 sf containing the Supervisor's Office, Treasury Department, Assessors Department, Clerks Department, Public Services Department, Building, Planning & Community Development Department, and Senior Center.»

The Construction Manager (if known):
(Name, legal status, address, and other information)

«»
«»
«»
«»TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 6 COST OF THE WORK
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- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

A new Township Hall Building of approximately 38,000 sf containing the Supervisor's Office, Treasury Department, Assessors Department, Clerks Department, Public Services Department, Building, Planning & Community Development Department, and Senior Center. <->

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

White Lake Township owns approximately 26 acres of land (13+/- buildable acres) on the west side of Elizabeth Lake Road, just south of Highland Road (M-59), located immediately south of the new White Lake Township Library. The Township plans to construct both the Public Safety Building and the Township Hall ("Projects") on the southerly half of this parcel: ("Civic Center Campus").<->

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

\$162,500,000.00. Soft costs, including professional fees, Furniture, Fixtures and Equipment are budgeted at an additional \$32,500,000.00->. The total project budget is \$2915,000,000.

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«-»

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

February 2023 – August 2023«-»

- .2 Construction commencement date:

November 1, 2023«-»

- .3 Substantial Completion date or dates:

Building – Spring 2025«-»
Landscaping/Site - TBD

- .4 Other milestone dates:

«-»

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[~~«-»~~X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[~~«-»~~] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A«-»

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A«-»

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Sean O’Neil, Community Development Director
–White Lake Township, MI
–7525 Highland Road
–White Lake Township, MI 48383
–Phone: 248-698-3300, Extension 5

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SONeil@whitelaketwp.com <->
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§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

<->

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

It is anticipated that a Construction Manager at Risk will be retained March 21, 2023.<->

- .2 Land Surveyor:
DLZ Michigan
4494 Elizabeth Lake Road
Waterford Township, MI 48238
248-681-7800

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- .3 Geotechnical Engineer:

TBD<-><->
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- .4 Civil Engineer:

TBD<-><->
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- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

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§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

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Daniel RedstoneStuart Pettitt, FAIA, NCARB, →PresidentPrincipal
Redstone Architects, Inc.Straub Pettitt Yaste Architects
2709 S. Telegraph Road850 North Crooks, Suite 200
Bloomfield HillsClawson, MI 4830217
Phone: 248-418-0990658 7777; Cell: 248-320-335513-268-1768

dredstone@redstonearchitectsspettitt@straubpettityaste.com ←→
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§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Robert Darvas Associates, P.C. »»
Steven M. Rudner, P.E.
440 South Main →Street
Ann Arbor, MI →48104
Phone: 734-761-8713; Cell: 734-646-→9285
→srudner@robertdarvas.com ←→←→
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←→
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.2 Mechanical Engineer:

Peter Basso Associates, Inc.
David Conrad, PE, Vice President
5145 Livernois Road, Suite 100
Troy, MI 48108
Phone: 248-879-5666; Cell: 586-243-0404
dconrad@pbanet.com ←←←→
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←→

.3 Electrical Engineer:

Peter Basso Associates, Inc.
David Conrad, PE, Vice President
5145 Livernois Road, Suite 100
Troy, MI 48108
Phone: 248-879-5666; Cell: 586-243-0404
dconrad@pbanet.com ←←←→

.4 Civil Engineering & Landscape Design Services:

Beckett & Raeder, Inc.
Brian Barrick, P.E., Principal



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535 West William Street, Suite 101
Ann Arbor, MI 48103
Phone: 734-662-2622
bbarrick@bria2.com



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§ 1.1.12.2 Consultants retained under Supplemental Services:

.1 Security Consultant:

Summers Associates LLC
Robert E. Summers, CPP
2335 E Colorado Blvd Ste. 115-229
Pasadena, CA 91107

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§ 1.1.13 Other Initial Information on which the Agreement is based:



§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. Deductibles and self-insured retentions for the following policies shall not exceed \$25,000. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6 upon execution of this contract and upon renewal. The certificate shall provide that such insurance coverage shall not be canceled or modified without 30 days prior written notice to Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner including meetings with the Township as requested. Bi-weekly written progress reports during the design phases should be provided to the Township.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, ~~or the Owner's approval of the Construction Manager's Control Estimate, as applicable,~~ the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment ~~or Control Estimate.~~

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or by written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment. ~~the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.~~

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and that of Architect's consultants, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to

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determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment and shall provide copies of such records to Owner upon request.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 ~~Subject to Section 4.2, (Subject to Section 4.2,~~ the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents and shall provide copies of such records to Owner upon request.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)



Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Owner, with assistance of Architect; separate agreement</u>
§ 4.1.1.2 Programming	<u>Owner; previously completed</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Not provided</u>
§ 4.1.1.4 Measured drawings	<u>Not provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Owner</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.9 Civil engineering	<u>Overall Site: - Owner Building Site: Architect</u>
§ 4.1.1.10 Landscape design	<u>Overall Site: - Owner Building Site: Architect</u>
§ 4.1.1.11 Architectural interior design <u>other than finishes</u>	<u>Additional Service if Authorized</u>
§ 4.1.1.12 Value analysis	<u>Not provided</u>
§ 4.1.1.13 Cost estimating	<u>Provided by CMR</u>
§ 4.1.1.14 On-site project representation	<u>Not provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.16 As-designed record drawings <u>in AutoCAD</u>	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings <u>in AutoCAD</u>	<u>Provided by CMR</u>
§ 4.1.1.18 Post-occupancy evaluation <u>beyond 3.6.6.5</u>	<u>Not provided</u>
§ 4.1.1.19 Facility support services	<u>Not provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not provided</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Additional Service if Authorized</u>
§ 4.1.1.22 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.23 Security evaluation and planning	<u>Additional Service if Authorized</u>
§ 4.1.1.24 Commissioning	<u>Additional Service if Authorized</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Additional Service if Authorized</u>
§ 4.1.1.26 Historic preservation	<u>Not provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.29 Other Supplemental Services:	<u>Not provided</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)



§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other material failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- ~~.8 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give

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prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~Two~~ (~~2~~) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ~~Forty-eight (48)~~ (~~48~~) visits to the site by the Architect during construction
- .3 ~~Two~~ (~~2~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~Two~~ (~~2~~) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~thirty-six~~ (~~36~~) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect, including site development work for the building pad, and shall include the Construction Manager’s general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner’s budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner’s budget for the Cost of the Work represent the Architect’s judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager’s material inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager’s estimates solely for the Architect’s guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager’s cost estimates and the Architect’s cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project’s size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager’s estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner’s budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect’s revisions in the Construction Documents Phase shall be the limit of the Architect’s responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager’s subsequent cost estimates or the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner’s budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. ~~The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.~~

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§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement conducted as provided in MCR 2.411 by a mediator selected from an approved list maintained by the Oakland County Circuit Court. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement within 15 days after receipt of written notice, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. If the Owner provides detailed written notice, including supporting documentation, to Architect within such 15-day period that Owner disputes some, but not all of the charges from Architect, and Owner pays the undisputed amounts to Architect, then Architect will continue to timely perform the remaining services under this agreement and the parties will diligently work together in good-faith to resolve such dispute.~~

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven-15 days' written notice.~~

~~§ 9.4 Either party may terminate this Agreement upon not less than seven-15 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~§ 9.5 The Owner may terminate this Agreement upon not less than seven-15 days' written notice to the Architect for the Owner's convenience and without cause.~~

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero (0) ←→

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A ←→

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1 Stipulated Sum
(Insert amount)

N/A↔

2 Percentage Basis
(Insert percentage value)

For Services identified in Sections 3.3, 3.4 and 3.5 (Schematic Design, Design Development and Construction Documents): ~~six percent (6.0) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~ Construction Manager’s Guaranteed Maximum Price, as accepted by Owner;

For Services identified in Section 3.6 (Construction Phase): two percent (2.0) % of the Construction Manager’s Guaranteed Maximum Price, as accepted by Owner; ↔ (↔) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 Other
(Describe the method of compensation)

Bidding Assistance to the Construction Manager: Additional Service; Hourly as ↔needed.↔

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

↔See attached Straub Pettitt Yaste Architects Hourly Billing Rates.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See attached Straub Pettitt Yaste Architects Hourly Billing Rates.
↔

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~five~~ percent (~~5~~%), or as follows: (Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

~~Consultants Standard Hourly Billing Rates or Fixed Fee for specific Supplemental or Additional Services.~~

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent	(	100	%)
Design Development Phase	percent	(	25	%)
Construction Documents Phase	percent	(	50	%)
Construction Phase	percent	(	100	%)
Total Basic Compensation	one hundred	percent (	100	%)
Schematic Design Phase	Twenty-Five	percent (	25	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Fifty	percent (	50	%)
Total Basic Compensation	One Hundred	percent (	100	%)
<u>Design Phases (Sections 3.3, 3.4, and 3.5)</u>				
<u>Construction Phase (Section 3.6)</u>	<u>One Hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>

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The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

~~See attached Straub Pettitt Yaste Architects Hourly Billing Rates.~~

Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- ~~.1 — Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 — Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

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- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~five~~ percent (~~5~~%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

~~None~~

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~zero~~ (\$ ~~0~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~zero~~ (\$ ~~0~~) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed in accordance with the contract terms. Payments are due and payable upon ~~presentation 30 days after receipt of the Architect's invoice and reasonable supporting documentation. Amounts unpaid~~ ~~()~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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None<->

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

<< >>

- 3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

<< >>

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

<< >>

- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Proposal Letter from Redstone-Straub Pettitt Yaste Architects -dated November 7, 2022
Straub Pettitt Yaste Architects Hourly Billing Rates <->

This Agreement entered into as of the day and year first written above.

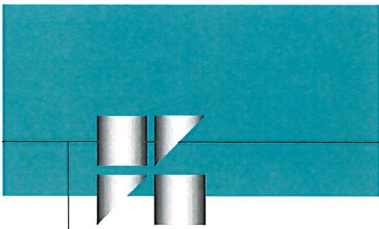
OWNER (Signature)

Rik Kowal, Supervisor<-><->
Charter Township of White Lake
(Printed name and title)

ARCHITECT (Signature)

<-><->J. Stuart Pettitt, FAIA, Principal
Straub Pettitt Yaste Architects
(Printed name, title, and license number, if required)

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www.straubpettityaste.com

INTERIOR DESIGN

November 7, 2022

Sean P. O'Neil, AICP
Community Development Director
White Lake Township
7525 Highland Road
White Lake, Michigan 48363-2900

RE: Fee Proposal for Design Services for the New Township Hall

Dear Mr. O'Neil:

Straub Pettitt Yaste Architects is pleased to have this opportunity to provide the following proposal regarding architectural and engineering design services for the new **White Lake Township Hall** project. We have worked with White Lake Township on multiple projects in the past and are excited to begin another challenge.

THE SITUATION

Prior to beginning the actual design documents, we will need to review with the Owner Team the prior work including the Space Program, Conceptual Plans, site locations, and any financial goals and considerations. Project Goals will be jointly developed so that we all start on the same page. Unique to this project is the adjacent White Lake Township Public Safety Building being designed by Redstone Architects with a similar schedule. Straub Pettitt Yaste Architects proposes to collaborate with Redstone Architects to design the buildings with joint considerations for functions, site planning, technology, materials, specifications, constructability factors, and public image. Efficiencies likely can be achieved although the buildings will not necessarily be the same, just that all important issues will be thought about together. We have successfully collaborated with Redstone Architects in the past and I have known Dan as a friend and professional peer for over 40 years.

Our fee proposal reflects our past, extensive experience in multiple government projects and our ability to work with the special requirements of public clients. Our Design Team includes Peter Basso Associates for Mechanical/Electrical Engineering and Robert Darvas Associates for Structural Engineering. Our consultants have collaborated with us many times and are also proposed for the Redstone Architects Design Team.

FEE PROPOSAL

Straub Pettitt Yaste Architects proposes the following professional services fees based on the Basic Design Services as described in the AIA B133 Standard Form of Agreement Between Owner and

Architect, Construction Manager as Constructor which anticipates using a Construction Manager at Risk ("CMR") construction delivery approach.

- A. **Basic Design Services:** Including Schematic Design, Design Development and Construction Documents phases for architectural, structural, mechanical, electrical, plumbing, and civil engineering/landscape architecture design services: A professional services fee of six (6%) percent based on the CMR's guaranteed maximum price.
- B. **Bidding Phase Services:** Assisting the CMR per the B133 documents, Article 4 .3.1 .7: Additional Service.
- C. **Construction Phase Services,** per the B133 Document: A professional fee for construction Administration services: the Redstone Architects and the consultants identified above: A professional services fee of two (2%) percent based on the CMR's guaranteed maximum price.

Not included in Basic Services (Additional Services if required and authorized):

- 1. Security Consultant- Summers Associates, LLC
- 2. Furniture, Fixtures & Equipment (FF&E)
- 3. Data/IT equipment and cabling
- 4. Reimbursable Expenses
- 5. Additional Services identified in B133

SCHEDULE

The *Straub Pettitt Yaste Team* is presently able to begin work on this project immediately after receiving notice to proceed.

Straub Pettitt Yaste Architects has had past working relationships with White Lake Township and we would like to continue building those relationships.

Please feel free to contact us if there is further need for information of any kind or you would like to meet in person. We look forward to collaborating and to meeting where we can discuss in more detail your goals and dreams for this project. Thank you for your consideration.

Sincerely,

Straub Pettitt Yaste Architects



J. Stuart Pettitt, FAIA, LEED AP
Principal

**WHITE LAKE TOWNSHIP
INTER-OFFICE MEMORANDUM
COMMUNITY DEVELOPMENT DEPARTMENT**

DATE: January 9, 2023

TO: Rik Kowall, Supervisor
Township Board of Trustees

FROM: Sean O'Neil, AICP
Community Development Director

**SUBJECT: Rezoning request
9400 Gale**

Property identified as Parcel Number 12-11-401-003 (9400 Gale Road), located east of Teggerdine Road, west of Lynn Drive, consisting of approximately 42.53 acres. Applicant requests to rezone the parcel from AG (Agricultural) to SF (Suburban Farms) or any other appropriate zoning district.

The rezoning request was considered by the Planning Commission at their regular meeting of January 5, 2023 at which time the **Planning Commission recommended approval**. Please find enclosed the following related documents:

- Draft minutes of the January 5, 2023 Planning Commission meeting.
- Review letter prepared by the Township Staff Planner, Justin Quagliata, dated December 14, 2022.
- Rezoning application submitted by the applicant
- Public hearing notice.

Please place this matter on the next available Township Board agenda. Do not hesitate to contact me should you require additional information.

**WHITE LAKE TOWNSHIP
PLANNING COMMISSION**

Township Annex, 7527 Highland Road
White Lake, MI 48383
January 5, 2023 @ 7:00 PM

CALL TO ORDER

Commissioner Anderson called the meeting to order at 7:01 PM and led the Pledge of Allegiance. Roll was called.

ROLL CALL

Steve Anderson
Debby Dehart
Scott Ruggles
Robert Seeley
Matt Slicker
Merrie Carlock
Mark Fine

Absent: Pete Meagher
T. Joseph Seward

Also Present: Sean O'Neil, Community Development Director
Aaron Potter, DPS Director
Lisa Kane, Recording Secretary

Visitors: Approximately 12 members of the public were present

APPROVAL OF AGENDA

Commissioner Carlock moved to approve the agenda of the January 5, 2023 Planning Commission Meeting.
Commissioner Seeley supported and the **MOTION CARRIED** with a voice vote: 7 yes votes.

APPROVAL OF MINUTES

- a. Regular meeting minutes of December 1, 2022

Commissioner Seeley moved to approve the Minutes of December 5, 2022.
Commissioner Dehart supported and the **MOTION CARRIED** with a voice vote: 7 yes votes.

CALL TO THE PUBLIC (FOR ITEMS NOT ON THE AGENDA)

John Hunt of 871 Oxhill Dr. was concerned that he missed the December meeting and inquired if it was a closed meeting. Mr. Hunt had presented a letter to the Planning Commission regarding the property value for his home.

Commissioner Anderson stated that the December meeting was a regular meeting and that Planning Commission meetings are every first and third Thursday of the month unless otherwise posted.

PUBLIC HEARING

A. 9400 Gale Rezoning Request

Location: Property described as parcel number 12-11-401-003 (9400 Gale Road), located east of Teggerdine Road, west of Lynn Drive, consisting of approximately 42.53 acres.

Request: **The applicant requests to rezone the parcel from AG (Agricultural) to SF (Suburban Farms) or any other appropriate zoning district.**

Applicant: Jeff Lauzon
2105 Sunnybrook
Commerce, MI 48382

Applicant present: Brian Biskner of Powell Engineering, representing the owner, Jeff Lauzon and Ryan Hoppe

Director O'Neil introduced the rezoning request of a large parcel. The subject site is currently zoned Agricultural and rezoning to Suburban Farms is consistent with the Master Plan and is less intense than what potentially could be requested. Sanitary sewer is available at the subject site and the low density would not have a significant impact on traffic. The conceptual plan shows nine parcels proposed which is consistent with surrounding use. Staff recommends approval.

Commissioner Dehart inquired about the road frontage requirement for the cul-de-sac lots for this zoning.

Commissioner Carlock commented that she was disappointed to see the mature trees removed on the site recently.

Commissioner Slicker commented on the equestrian easements on the conceptual plan.

Mr. Potter of the White Lake Department of Public Services stated that sanitary sewer is available for the subject site. Extension of sanitary sewer requires a review by EGLE and Oakland County Water Commission. Pump stations for each residential lot would be required. A storm water plan, including an easement and agreement is required.

Commissioner Slicker inquired if they are required to connect to sanitary sewer.

Mr. Potter stated that they are required to connect to sanitary sewer.

Commissioner Anderson inquired if the applicant had been made aware of the pump station, two-year maintenance bond and storm water plan.

Mr. Potter has not had a conversation with the applicant regarding these issues.

Director O'Neil stated that at this stage of the process for rezoning no reviews are required, however the conversation has occurred with the applicant about what will be required to move forward with the project.

Mr. Potter stated that the applicant inquired if sanitary sewer was available for the subject site.

Mr. Biskner introduced the project. The future property owners would be required to maintain the easements, which could be fenced and used for horses, a small beach and park area. Parcel divisions

would include common areas for the residents. The Pontiac Lake State Park equestrian trails would be accessible to the residents along the north and west property lines.

Mr. Hoppe stated that the dead and dying trees needed to be cleared, as well as the debris that had accumulated over the years by the prior owners. They plan to replant more trees in the area as soon as it is possible.

Commissioner Seeley inquired what mining operation was there previously.

Mr. Hoppe stated that it was sand and gravel mining operation that the previous owner operated.

Commissioner Dehart noted that she is thrilled that they are incorporating the equestrian trails into their concept design.

Commissioner Slicker inquired about the equestrian trails to the north and west of the subject site.

Mr. Hoppe stated that the adjoining land is owned by Pontiac Lake State Park and there are equestrian trails that could connect to the proposed easement.

Mr. Biskner presented the conceptual development plan and pointed out where the likely areas for dwellings would be built.

Commissioner Anderson opened the public hearing at 7:41 PM

Michael Johnson of 2925 Lynn has concerns about the aquifer, the water quality and radon. Mr. Johnson is also concerned about the wetlands being disturbed near his home.

Anita Poute of 2778 Wabum Rd has concerns about the density of the development and shares concerns about the water quality and the trees that were removed.

Jim Chism of 9345 Gale is disappointed that the trees were removed.

Cicely Gaulmeyer of 9283 Camelot has concerns of the potential density if this is rezoned.

Commissioner Anderson stated that a letter and an email were received stating concern about the development.

Commissioner Anderson closed the public hearing at 7:53 PM

Director O'Neil addressed the concerns stated during public comment and clarified that the applicant followed all applicable regulations regarding posting signs and work performed on the property. Zoning determines the lot minimum size and ability to create a private road. The applicant is seeking the lowest density compatible with the Master Plan.

Mr. Hoppe addressed the concerns about the pond and stated that all of the trees that are remaining will not be removed. They have no intention of developing the existing wetlands on the east boundary.

Commissioner Ruggles stated that the current zoning of the property is Agricultural and the owners have the right to remove any and all trees that they want to.

Commissioner Carlock inquired about the process of lot splits, land divisions and the creation of a private road.

Director O'Neil clarified that process. Nine lots are the maximum that can be divided under the Land Division Act.

Commissioner Seeley moved to forward a favorable recommendation to the Township Board, the rezoning for parcel number 12-11-401-003 (9400 Gale Road), located east of Teggerdine Road, west of Lynn Drive, consisting of approximately 42.53 acres, to rezone the parcel from AG (Agricultural) to SF (Suburban Farms) or any other appropriate zoning district.

Commissioner Ruggles supported, and the MOTION CARRIED/FAILED with a roll call vote (7 yes votes):
(Anderson/yes, Dehart/yes, Carlock/yes, Fine/yes, Seeley/yes, Slicker/yes, Ruggles/yes)

Director O'Neil stated to the public that the Township Board will hear this case in two readings. The first reading will be January 17, 2023 and the second reading will be at the February regular meeting. If anyone from the public has any further questions, he can be reached during regular business hours at Town Hall.

CONTINUING BUSINESS

None

NEW BUSINESS

None

OTHER BUSINESS

A. Election of Officers

Commissioner Dehart nominated Joe Seward to serve as Chairperson of the White Lake Township Planning Commission for the remainder of 2023.

Commissioner Fine supported and the MOTION CARRIED with a voice vote: (7 yes votes)

Commissioner Fine nominated Merrie Carlock to serve as Vice Chair of the White Lake Township Planning Commission for the remainder of 2023.

Commissioner Dehart supported and the MOTION CARRIED with a voice vote: (7 yes votes).

Commissioner Carlock nominated Debbie Dehart to serve as the Secretary of the White Lake Township Planning Commission for the remainder of 2023.

Commissioner Fine supported and the MOTION CARRIED with a voice vote: (7 yes votes).

B. Liaison Assignments

Commissioner Seeley nominated Debbie Dehart to serve as the liaison to the Zoning Board of Appeals for the remainder of 2023.

Commissioner Fine supported and the MOTION CARRIED with a voice vote: (7 yes votes).

Commissioner Seeley nominated Merrie Carlock to serve as the Planning Commission liaison to the Parks and Recreation Board for the remainder of 2023.

Commissioner Fine supported and the MOTION CARRIED with a voice vote: (7 yes votes).

LIAISON'S REPORT

Commissioner Dehart was not able to attend the last Zoning Board of Appeals meeting due to illness.

Commissioner Carlock stated that the Parks and Rec committee will meet next week. They have applied for a Sparks Grant.

Commissioner Ruggles stated that the Township Board met on the December 20, 2022 and voted in favor to sponsor the Huron Valley Youth Assistance. The first reading of the Fee Ordinance update has been completed. The board authorized litigation against 9885 Cedar Island Rd as a person was living in a construction trailer. The next Township Board meeting is on Tuesday, January 17, 2023.

DIRECTOR'S REPORT

Director O'Neil reported that the Township Board approved a contract with Carlisle Wortman & Associates to establish a Corridor Improvement Authority Plan. The 5 Year Parks and Recreation Master Plan is expected to be approved by the Township Board in February. The Land Use Master Plan has begun and the draft survey is expected in the next two weeks. The Civic Center Development Committee will meet in January. The new Taco Bell has opened. New Hope White Lake has received the Certificate of Occupancy and will have residents moving in soon.

COMMUNICATIONS

Commissioner Anderson stated that he appreciates the support from his fellow commissioners' during his tenure as Chair and hopes that they will give Commissioner Seward same support.

NEXT MEETING DATES: January 19, 2023
February 2, 2023

ADJOURNMENT

Commissioner Fine moved to adjourn the meeting at 8:35 PM

Commissioner Slicker supported and the **MOTION CARRIED** with a voice vote: 7 yes votes

WHITE LAKE TOWNSHIP PLANNING COMMISSION

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO: Planning Commission

FROM: Sean O’Neil, AICP, Community Development Director
Justin Quagliata, Staff Planner

DATE: December 14, 2022

RE: 9400 Gale Road (Parcel Number 12-11-401-003)
Rezoning – Review #1

Jeff Lauzon has requested the rezoning of approximately 42.53 acres located at 9400 Gale Road from AG (Agricultural) to SF (Suburban Farms). The site is located east of Teggerdine Road, west of Lynn Drive and contains approximately 1,112.29 feet of frontage on Gale Road.

The Future Land Use Map from the Master Plan designates the subject site in the Residential Resort category, with most development within this category occurring as individual homes in platted or condominium subdivisions. Connections to the Township community-wide pathway system are required as an integral part of all developments. Taking existing development into consideration, the net density of Residential Resort areas is planned to range between 2.0 and 3.0 dwellings per acre.

FUTURE LAND USE MAP



Zoning

The subject site is currently zoned AG, which requires a minimum of 300 feet of lot width and five (5) acres of lot area. The requested SF zoning district requires a minimum of 165 feet of lot width and two (2) acres of lot area. With approximately 1,112.29 feet of lot width on Gale Road and 42.53 acres of lot area, the site meets the minimum standards for both lot area and lot width of the existing AG and proposed SF zoning districts. The following table illustrates the lot width and lot area standards for the existing AG and proposed SF zoning districts:

ZONING DISTRICT	LOT WIDTH	LOT AREA
AG	300 feet	5 acres
SF	165 feet	2 acres

ZONING MAP



Physical Features

The site was previously utilized for excavation and removal of sand, gravel, and/or stone. The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map indicates floodplain is not present on the site.

Access

The site fronts on Gale Road, which along most of the subject property is a gravel public road designated a local road by the National Functional Classification System (NFCS) utilized by the Road Commission for Oakland County (RCOC). Approximately 165 feet of the parcel’s road frontage (easterly) is on the paved portion of Gale Road.

Utilities

The property is currently not served by public utilities; however, sanitary sewer is available to serve the site.

Staff Analysis

In considering any petition for an amendment to the zoning map, the Planning Commission and Township Board must consider the following criteria from Section 7.13 of the zoning ordinance in making its findings, recommendations, and decision:

- A. *Consistency with the goals, policies and future land use map of the White Lake Township Master Plan, including any subarea or corridor studies. If conditions have changed since the Master Plan was adopted, the consistency with recent development trends in the area. The Future Land Use Map from the Master Plan designates the subject site in the Residential Resort category, which aligns with the proposed SF zoning district.*
- B. *Compatibility of the site's physical, geological, hydrological and other environmental features with the host of uses permitted in the proposed zoning district. If the property is rezoned to SF, it would not directly or indirectly have a substantial adverse impact on the natural resources of the Township.*
- C. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) of the uses permitted under the current zoning. No such evidence has been submitted.*
- D. *The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values. The majority of the permitted and special land uses in the SF district are compatible with the surrounding uses and the nature of the uses anticipated in the Township Master Plan. Only the Township Assessor may provide comment on property values.*
- E. *The capacity of Township utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety and welfare" of the Township. The site is in an area intended to be serviced by sanitary sewer. The Community Development Department defers to the Director of Public Services and Township Engineering Consultant on this matter.*
- F. *The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. Pursuant to Section 6.3.E of the zoning ordinance, the requirement for submittal of a rezoning traffic study was waived by the Community Development Department. Future requests for development, if submitted, may require submittal of a traffic analysis.*
- G. *The apparent demand for the types of uses permitted in the requested zoning district in relation to the amount of land in the township currently zoned and available to accommodate the demand. Evidence of the demand in the Township for additional SF zoned property has not been submitted. However, the location is appropriate for property zoned as such, given the traffic, residential units, and general density in the area.*

- H. *The boundaries of the requested rezoning district are reasonable in relationship to its surroundings, and construction on the site will be able to meet the dimensional regulations for the zoning district listed in the Schedule of Regulations.* Construction on the site is not proposed at this time. Factors that may impact future development of the site, such as, but not limited to, soils, topography, site layout, stormwater/drainage, and utilities would be considered at the time of a development proposal.
- I. *The requested zoning district is considered to be more appropriate from the township's perspective than another zoning district.* The uses allowed in the SF district are appropriate for the site.
- J. *If the request is for a specific use, is rezoning the land more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use?* The request is not for a specific use.
- K. *The requested rezoning will not create an isolated and unplanned spot zone.* The site is surrounded by Recreation and Open Space zoning to the north and west, and AG, R1-C (Single-Family Residential), and R1-D (Single-Family Residential) zoning to the east and south.
- L. *The request has not previously been submitted within the past one (1) year, unless conditions have changed or new information has been provided.* This request is a new application.
- M. *An offer of conditions submitted as part of a conditional rezoning request shall bear a reasonable and rational relationship to the property for which rezoning is requested.* This standard is not applicable.
- N. *Other factors deemed appropriate by the Planning Commission and Township Board.* The Planning Commission and Township Board could also consider other factors which may be relevant to the rezoning request.

The applicant indicated he would file a land division application with the Assessing Department if the rezoning is approved. Demonstration the remainder parcel and resulting parcels comply with the minimum lot area and width requirements of the SF district would need to be provided.

Planning Commission Options

The Planning Commission may recommend approval or denial of the rezoning request, or it may recommend a different zoning designation than proposed by the applicant to the Township Board. The proposed rezoning is compatible with the Master Plan and surrounding land uses. **Staff recommends approval of rezoning from AG (Agricultural) to SF (Suburban Farms).**

CHARTER TOWNSHIP OF WHITE LAKE
COMMUNITY DEVELOPMENT DEPARTMENT
7525 Highland Road, White Lake, Michigan 48383-2900
248-698-3300, Ext. 163

APPLICATION TO REZONE PROPERTY

Date: 11-22-2022

Applicant: Jeff Lauzon

Address: 2105 Sunnybrook, Commerce MI. 48382

Phone No.: 248-444-8203 Fax No.: _____

E-mail: j_lauzon@msn.com

Applicant's Interest in Property: Owner

Property Owner: Gale Road Development, LLC

Owner's Address: 2105 Sunnybrook, Commerce MI. 48382

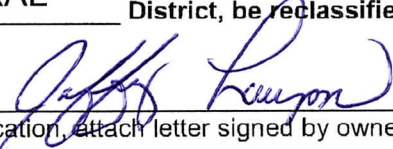
Phone No.: 248-444-8203 Fax No.: _____

Location of Property: 9400 Gale Road, White Lake

Sidwell No(s): 12-11-401-003

Total area of change: 42.98 acres

I, the undersigned (owner, attorney, or option holder) hereby request that this property now classified as AG AGRICULTURAL District, be reclassified as SF SUBURBAN FARM District.

Applicant's Signature: 
(If owner does not sign application, attach letter signed by owner, requesting zoning change.)

Please Print Name: Jeffrey Lauzon

Required Attachments:

- X 1. Legal description of the property proposed to be rezoned.
- X 2. Location map
- X 3. Rezoning sign location map
- X 4. Statement indicating why change is requested
- _____ 5. Review fee (check payable to the Charter Township of White Lake)

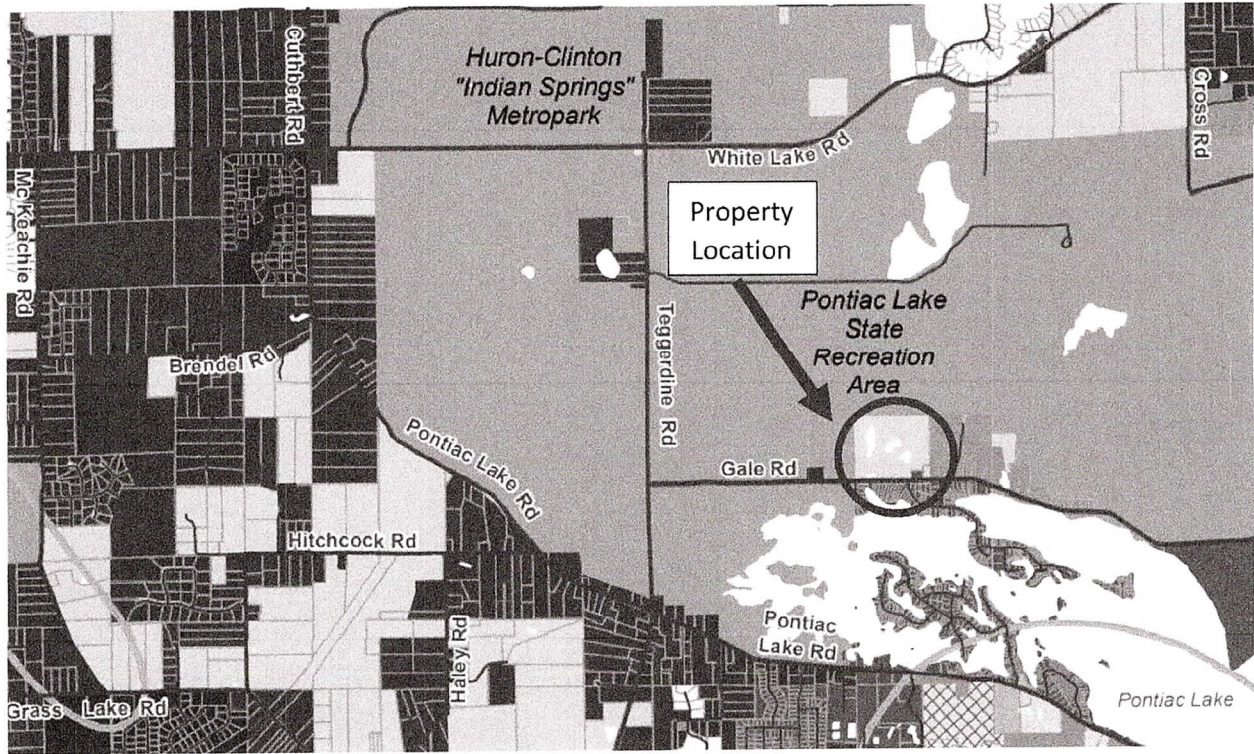
Legal Description

9400 GALE RD WHITE LAKE MI. 48386 +/-42.98 acres

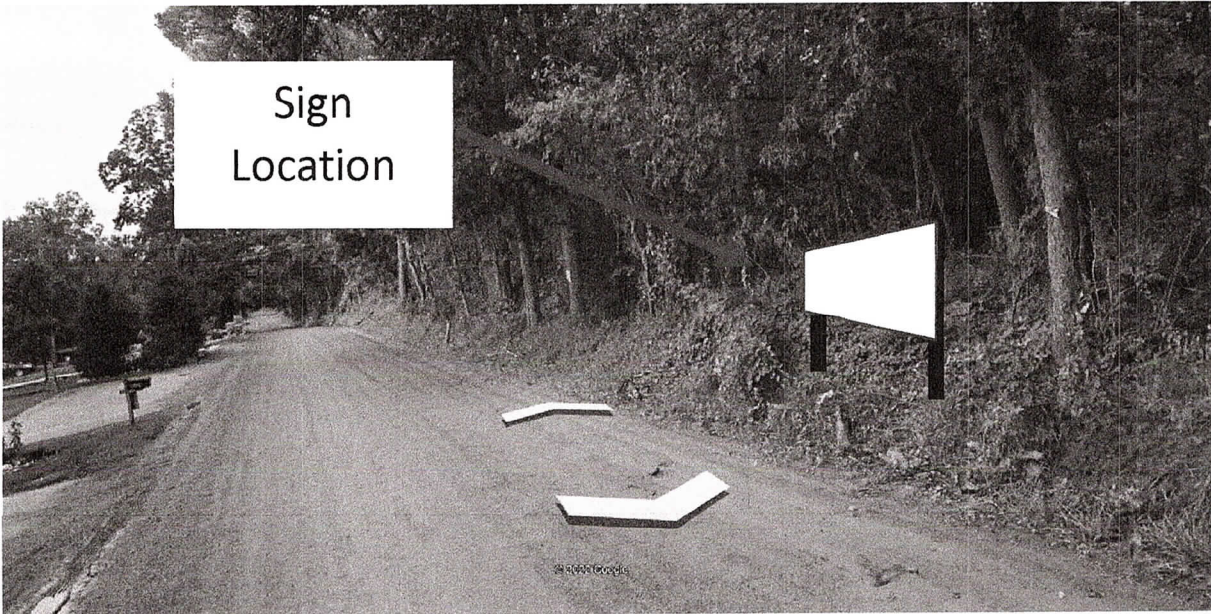
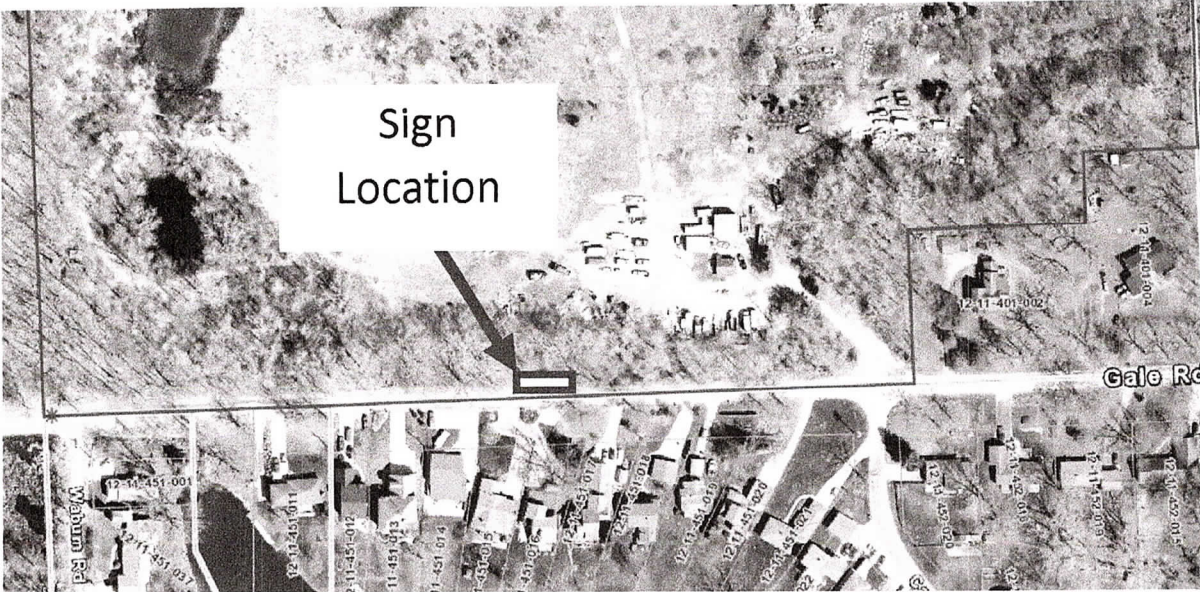
Parcel #: 12-11-401-003

T3N, ROE, SEC 11 THAT PART OF SE 1/4 LYING NLY OF GEN LINE OF GALE RD & WLY OF W LINE OF 'SUPERVISOR'S PLAT NO 5' EXC BEG AT PT DIST N 89-43-50 W 1190.50 FT & S 00-08-00 W 1001.50 FT FROM E 1/4 COR, TH N 89-58-39 W 150.57 FT, TH S 00-01-21 W 89.40 FT, TH N 89-58-39 W 230.00 FT, TH S 00-01-21 W 201.00 FT, TH S 89-58-39 E 380.00 FT, TH N 00-08-00 E 290.40 FT TO BEG 42.53

LOCATION MAP



Rezoning sign location map



Change Request Statement

The re-zoning request is being made to maximize the splits allowed by the Michigan Land Division Act. I am requesting a zoning change from Agriculture (5-acre Minimum) to Suburban Farm (2-acre minimum). The parent parcel is 42.98 acres and will produce (post-split) nine 4-acre+/- parcels.

Thank you



Jeff Lauzon



2.0 AC ZONING SKETCH

**WHITE LAKE TOWNSHIP
NOTICE OF PUBLIC HEARING**

Notice is hereby given the Planning Commission of the Charter Township of White Lake will hold a public hearing on **Thursday, January 5, 2023 at 7:00 P.M.** at the Township Annex, 7527 Highland Road, White Lake, Michigan 48383, to consider the following changes to the zoning map:

Property identified as Parcel Number 12-11-401-003 (9400 Gale Road), located east of Teggerdine Road, west of Lynn Drive, consisting of approximately 42.53 acres.

Applicant requests to rezone the parcel from AG (Agricultural) to SF (Suburban Farms) or any other appropriate zoning district.

Persons interested are requested to be present. Pertinent information relative to this rezoning request is on file at the Community Development Department and may be examined at any time during the Township's regular business hours; Monday through Friday, 8:00 a.m. through 5:00 p.m. Persons interested may visit the Community Development Department, contact the Community Development Department by telephone at 248-698-3300, ext. 5, or attend the Public Hearing on the date specified. Written comments are also welcome at 7525 Highland Road, White Lake, MI 48383. Individuals with disabilities requiring auxiliary aids or services should contact the Clerk's Office at least 5 days before the hearing.

Sean O'Neil, AICP
Community Development Director

INTEROFFICE MEMORANDUM WHITE LAKE TOWNSHIP

Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer

Trustees
Scott Ruggles
Liz Fessler Smith
Andrea C. Voorheis
Michael Powell



OFFICE OF THE CLERK

TO: Board of Trustees
FROM: Anthony L. Noble
SUBJECT: Adoption of Fee Ordinance #129 Amendment/Second Reading
DATE: January 17, 2023

Attached for review is the second reading of the Fee Ordinance Amendment for final consideration and adoption by the Board of Trustees. The only fee amended after the Introduction Amendment would be to section 22 for the Industrial Pre-Treatment Program. That fee is changing to \$3.50 per quarter from \$2.20 per quarter.

This information was just provided to Director Potter today and received by my office this afternoon. Please see attached.



January 17, 2023

Aaron Potter, DPS Director
Charter Township of White Lake
7525 Highland Road
White Lake, Michigan 48383

RE: Charter Township of Commerce
Fee Ordinance Amendment
2.023 Sewer Fee Update

Project:

Project Number: 16528.23

Dear Mr. Potter:

Please be advised that as requested by the Oakland County Water Resources Commission, the Commerce Township Fee Ordinance has been amended in regard to the Industrial Pretreatment Program REU fee. Attached please find adopted Fee Ordinance Amendment 2.023, which reflects the above-mentioned sewer fee update highlighted on page 31.

If you have any questions or need any further information, please do not hesitate to contact my office.

Respectfully,
GIFFELS WEBSTER

A handwritten signature in blue ink, appearing to read "J. Mayer".

Jason Mayer, PE
Partner

Enclosure

CC: Larry Gray, Commerce Township Supervisor
Jay James, PE Commerce Township Building Official
Hans Rentrop, Township Attorney
Oakland County Water Resources Commissioner (with enclosure)

SUB-SECTION NUMBER	TYPE OF CHARGE	COLLECTED BY	RECIPIENT	AMOUNT OF FEE
E.	County Fee for Inspection and Testing of Sewer Main and Plan Review	Oakland County Water Resources Commissioner	Oakland County Water Resources Commissioner	Plan review is charged on a time and material basis.
F.	Industrial Pretreatment Program (IPP) for all users other than residential, churches, schools and government buildings (01-10-2023)	Oakland County Water Resources Commissioner	Oakland County Water Resources Commissioner	\$3.50 per REU per quarter.
G.	Lateral benefit charge-Gravity sanitary sewer	Township	Township	\$5,500.00 per Connection.
H.	Lateral benefit charges-Pressure sanitary sewer	Township	Township	\$2,500.00 per Connection.
I.	Engineering Fee for Pressure Sewer Construction	Township	Township	\$500.00
J.	Sewer Pump Station Special Capital Charge (Maple Pointe Beach)	Township	Township	\$400.00
K.	Sewer Disconnect Permit	Oakland County Water Resources Commissioner	Oakland County Water Resources Commissioner	\$200.00 per connection
L.	Grinder Pump Removal/Reinstallation	Oakland County Water Resources Commissioner	Oakland County Water Resources Commissioner	\$250.00 per grinder pump

M. Fees for Installation of Grinder Pumps and Related Appurtenances shall be equal to those costs paid by Township to the installing contractor.

Section 31.3 On-site Sewage Disposal [Code Section 40-336.]

A. Registration Fee.....\$200.00

SECTION 32 ZONING ORDINANCE [Code Sections 12-167 & 22-59.]

A. Site plan application fee (for subdivisions)\$300.00
 Plus \$2.00 per lot in subdivision.

1. Review of site plan for subdivision 50% of the above application fee.

2. Final approval of site plan for subdivision\$200.00

**CHARTER TOWNSHIP OF WHITE LAKE
OAKLAND COUNTY, MICHIGAN**

**NOTICE OF ADOPTION
AMENDMENT TO ORDINANCE NO. 129
WHITE LAKE TOWNSHIP FEE ORDINANCE**

Notice is hereby given that at a regular meeting of the Township Board of the Charter Township of White Lake, County of Oakland, State of Michigan, held in the Township Annex, 7527 Highland Road on January 17, 2023, held in accordance with Open Meetings Act, Public Act 267 of 1976, as amended, the Charter Township of White Lake adopted amendments to Ordinance No. 129, White Lake Township Fee Ordinance.

THE CHARTER TOWNSHIP OF WHITE LAKE ORDAINS:

ARTICLE 1: AMENDMENT.

Section 10 – Cemeteries, Section 16 – Construction Code, Section 22 –Sewer Systems, Section 26 – Fire Prevention and Protection, – Section 30 – Treasurer’s Office of Ordinance No. 129, The Fee Ordinance is hereby amended as follows:

SECTION 10 – CEMETERIES (CHAPTER 10 CODE OF ORDINANCE)

- A. Lot Purchase Fee
 - a. Resident.....\$600.00
 - b. Non-Resident\$1,000.00
- B. Burial Fee (opening and closing of gravesite)
 - a. Adult\$ 1,000.00
 - b. Youth (up to 4’)\$500.00
 - c. Baby\$250.00
 - d. Sunday Burial 2 times regular fee
 - e. Holiday Burial*3 times regular fee
 - f. Any Burial after 3 p.m. Monday - Fridayadditional \$150.00
 - g. Saturday Burialadditional \$150.00
 - h. Disinterment Fee1.5 times burial fee
- C. Foundations for monuments
 - a. Non-Government Monument..... 0.60 square inch
(\$250.00 minimum)
 - Foundations must extend 2” around monument
 - Monument request available at place of purchase
 - Must be submitted for Township Sexton approval
 - b. Flush Setting of Granite \$.45 square inch
(\$150.00 minimum)

- c. Bronze Marker on Concrete \$.60 square inch
(\$250.00 minimum)
- d. Government Monument / Military Marker\$250.00
- e. Corner Markers (set of 4).....\$200.00

* For the purposes of holiday burials, holidays are New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve after 1:00 P.M. and Christmas Day.

**SECTION 16 – CONSTRUCTION CODE (CHAPTER 8; ARTICLES II, III, IV, VII
CODE OF ORDINANCE)**

A. Building Permit

- a. Residential Building Permit (first thousand).....\$200.00
(Plus \$6.00 for each additional thousand)
- b. Residential Additions, Remodels and accessory structures\$100.00
(Plus \$6.00 for each additional thousand)
- c. Minor Residential Renovations Permit for Barrier Free Accessibility Features
and Community Development Block Grant
Less than \$5,000.00\$50.00
- d. Commercial Building Permit per attachment “A”
- e. Commercial Additions and Remodels (first thousand)\$300.00
(Plus \$8.00 for each additional thousand)
- f. Re-Inspection.....\$50.00
- g. Fence Permit.....\$50.00
- h. Swimming Pool/Spa/etc.\$200.00
- i. Sign Permit.....\$100.00
- j. Roof/Siding/Window Permits-Residential\$150.00
- k. Roof Permits-Commercial:
\$1 to \$10,000 (plus \$8 per \$1,000 over \$2,000).....\$150.00
\$10,001 to \$100,000 (plus \$3 per \$1,000 over \$10,000).....\$165.00
\$100,001 to \$500,000 (plus \$2 per \$1000 over \$100,000).....\$435.00
\$500,001 + (plus \$3 per \$1,000 over \$500,000).....\$1,235.00

B. Building Inspection Fee

- a. Fire Inspection Reports\$100.00
- b. Mobile Home Inspection (per permit)\$100.00
- c. Change of Occupancy or New Use Inspection\$200.00
- d. Liquor License Inspection.....\$100.00

C. Permit Renewals

- a. Renewed by Expiration Date 100% New
- b. Renewed After Expiration Date.....\$100.00 plus current fee
(pro-rated on number of inspections left to be completed)

D. Demolition Fee

- a. Residential (New) \$200.00
- b. Commercial.....\$500.00

E. Temporary/Transfers

- a. Transfer of Permit.....\$100.00
- b. Temporary Trailer (per month).....\$50.00

- c. Moving Buildings (Plus New Permit Fee)\$200.00
- d. Temporary Sign/Temporary Use\$250.00

SECTION 22 –SEWER SYSTEM (CHAPTER 38; ARTICLES III, IV, V CODE OF ORDINANCE)

Industrial Pre-Treatment Program (IPP) for all uses other than residential, churches, schools, and government buildings	Oakland County Water Resources Commissioner	Oakland County Water Resources Commissioner	\$3.50 per quarter per Residential Equivalent Unit
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SECTION 26 –FIRE PREVENTION AND PROTECTION ORDINANCE (CHAPTER 18; ARTICLE III CODE OF ORDINANCE)

- A. Permits
 - a. Fireworks Display Permit\$594.00
 - b. Explosives / Pyrotechnics / Special Effects\$594.00
 - c. Temporary Membrane Structures and Tents (Assembly Occupancy)\$213.00
 - d. Prescribed Burns\$213.00
- B. Inspections
 - a. Liquor License\$213.00
 - b. New Business.....\$213.00
 - c. Special Amusement Building\$213.00
 - d. Permit Required Inspections (as noted above)
 - e. Plan Review\$213.00
 - f. Fire Protection Systems Re-Inspection for Acceptance.....\$213.00

SECTION 30 – TREASURER’S OFFICE

- A. Maps/Photographs/Copies
 - a. Township Map\$ 5.00
 - b. Zoning Map.....\$ 5.00
 - c. 8x14 and 11x14 Copies per page (no charge until \$5.00 or more\$ 10
 - d. Large Format Plotts 24” x 36”
 - Black and White.....\$3.50
 - Color\$6.00
 - e. Miscellaneous Copies per page (no charge until \$5.00 or more)\$0.10
 - f. Labels per sheet.....\$1.00
 - g. Master Plan on digital media\$10.00
- B. Historical Society Remembrance Book \$35.00
- C. Non-Sufficient Funds Returned Check Fee(maximum permitted by law)
- D. Passport Processing.....\$35.00
- E. Trailer Tax (per unit occupied) \$3.00
- F. Dog License
 - a. Spayed/Neutered\$ 15.00

- b. Not Spayed/Neutered\$25.00
- c. Senior Citizen Dog Spayed/Neutered\$ 14.75
- d. Senior Citizen Dog Not Spayed/Neutered\$23.00
- e. Non-resident administrative fee\$ 5.00
- f. Delinquent License (after June 1)\$40.00
- G. Community Hall Rental\$200.00
 - a. Refundable security deposit.....\$200.00
 - b. Cancellation Fee (at least 1 week prior to event).....\$50.00
 - c. Art Classes/Activities (plus \$20.00 refundable key deposit).....\$75.00

ARTICLE 2: SEVERABILITY.

ARTICLE 3: EFFECTIVE DATE.

ARTICLE 4: REPEALER.

ARTICLE 5: ADOPTION.

This Ordinance will be in effect thirty (30) days after publication. A copy of this proposed ordinance amendment is available for public inspection at the office of the Township Clerk, White Lake Township Hall, located at 7525 Highland Road, White Lake, Michigan 48383, Monday through Friday during the Township’s regular business hours from 8 a.m. to 5 p.m., (excluding holidays) and on the Township’s website at www.whitelaketwp.com.

Anthony L. Noble, Clerk
White Lake Township

Posted: 01/18/23 (Web/Twp Hall)
Published: 01/25/23 (PNW)