

TOWNSHIP BOARD MEETING LOCATION: 7527 HIGHLAND ROAD, WHITE LAKE - ANNEX BOARD ROOM TUESDAY, JULY 18, 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. <u>REVENUE AND EXPENSES</u>
- B. CHECK DISBURSEMENTS
- C. BUDGET AMENDMENTS
- D. DEPARTMENT REPORT POLICE
- E. DEPARTMENT REPORT FIRE
- F. DEPARTMENT REPORT COMMUNITY DEVELOPMENT
- G. <u>DEPARTMENT REPORT TREASURER</u>

7. PRESENTATION

A. 2022 FINANCIAL STATEMENT - PLANTE MORAN

8. MINUTES

- A. <u>APPROVAL OF MINUTES SPECIAL BOARD MEETING, JUNE 20, 2023</u>
- B. <u>APPROVAL OF MINUTES REGULAR BOARD MEETING, JUNE 20, 2023</u>

9. NEW BUSINESS

- A. REQUEST FOR PART-TIME ASSISTANT AT DUBLIN SENIOR CENTER
- B. RESOLUTION #23-017; TO SET THE PUBLIC HEARING ON THE SPECIAL ASSESSMENT REASSESSMENT OF SUNSET/TAYLOR ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICT
- C. RESOLUTION #23-018; TENTATIVELY DECLARING ITS INTENTION TO ESTABLISH A SPECIAL ASSESSMENT DISTRICT TO BE KNOWN AS LAKE NEVA WEST CANALS WEED CONTROL AND LAKE IMPROVEMENT 2023-2027
- D. <u>RESOLUTION #23-019; TENTATIVELY DECLARING ITS INTENTION TO ESTABLISH A</u> <u>SPECIAL ASSESSMENT DISTRICT TO BE KNOWN AS EMERGENCY SEWER</u> <u>CONNECTION 2023-02</u>
- E. <u>DISCUSSION REGARDING GALE ISLAND SURPLUS PROPERTIES WITH A POTENTIAL</u> <u>MOTION TO REVISE CONFIFURATION OF THE PARCELS AND TO LIST THE</u> <u>PROPERTIES FOR SALE</u>
- F. RESOLUTION #23-020; TENTATIVE AWARD OF CONSTRUCTION CONTRACT FOR WASTEWATER SYSTEM IMPROVEMENTS



- G. <u>RESOLUTION #23-021; TO AUTHORIZE ISSUANCE OF SANITARY SEWER SYSTEM</u> <u>REVENUE BONDS AND PLEDGE OF LIMITED TAX FULL FAITH AND CREDIT</u>
- H. REQUEST TO APPROVE DLZ ENGINEERING CONSTRUCTION SERVICES PROPOSAL -CWSRF 5800-01 SANITARY SEWER LINING
- I. REQUEST TO APPROVE TENTATIVE AWARD TO SUBURBAN KNOLLS FOR WELLHOUSE DEMOLITION
- J. REQUEST FOR CONSIDERATION OF A133 & A201 AGREEMENTS WITH MCCARTHY & SMITH
- K. REQUEST ALL MAPE WAGE RECLASSIFICATIONS BE DEFERRED AND ADDRESSED DURING THE MAPE WAGE CLASSIFICATION REVIEW

10. FYI

- A. 9885 CEDAR ISLAND ROAD UPDATE
- B. CIVIC CENTER COMMITTEE UPDATE

11. TRUSTEE COMMENTS

12. 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 three days in advance of the meeting. An attempt will be made to provide reasonable accommodations.

06/30/2023 02:14	PM REVENUE AN	D EXPENDITURE REPORT FOR	WHITE LAKE TOWNSHI	Р	Page: <u>1/21</u>	
User: EHomeister DB: White Lake T		PERIOD ENDING 06/30	/2023		Section	n 6, Item A.
GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL	FUND					
Revenues TAX COLLECTIONS					i.	
$101-000-402.000\\101-000-403.001\\101-000-405.000\\101-000-412.000\\101-000-412.000$	CURRENT PROPERTY TAX SPECIAL ASSMT STREET LIGHTS TRAILER PARK TAX DELINQUENT PROPERTY TAX PENALTIES	0.00 0.00 850.00 12,061.45 0.00	1,248,558.05 17,127.43 5,104.00 12,307.98 27,616.63	1,250,151.00 17,130.00 7,500.00 0.00 17,000.00	1,592.95 2.57 2,396.00 (12,307.98) (10,616.63)	99.87 99.98 68.05 100.00 162.45
101-000-445.001	PRIN RESIDENCE DENIALS	0.00	0.00	2,000.00	2,000.00 (16,933.09)	0.00
TAX COLLECTIONS		12,911.45	1,310,714.09	1,293,781.00	(16,933.09)	101.31
OTHER LICENSE & PE 101-000-459.000 101-000-481.000	RMITS SOLICITOR PERMIT DOG LICENSES	0.00 743.00	200.00 1,959.00	500.00 1,300.00	300.00 (659.00)	40.00 150.69
OTHER LICENSE & PE	RMITS	743.00	2,159.00	1,800.00	(359.00)	119.94
TRANSPORTATION 101-000-651.000 101-000-652.001 TRANSPORTATION	SENIOR ACTIVITIES SENIOR CENTER REVENUE	1,531.00 34.38 1,565.38	8,638.00 2,837.08 11,475.08	20,000.00 2,300.00 22,300.00	11,362.00 (537.08) 10,824.92	43.19 123.35 51.46
PLANNING REVENUE 101-000-608.000 101-000-609.000 101-000-622.000 101-000-622.002 101-000-622.003 101-000-622.004 101-000-622.005 101-000-625.000	ZONING BOARD OF APPEALS PLANNING COMMISSION FEES RE-ZONING APPLICATION FEES PLANNING DEPARTMENT REVIEWS LANDSCAPING INSPECTION FEES PUNCH LIST ADMIN FEES FINAL BACK CHECK FEES SPECIAL MEETING FEES	895.00 0.00 0.00 292.32 0.00 0.00 0.00		7,500.00 4,500.00 4,500.00 1,000.00 2,000.00 500.00 500.00	(1, 280.00) 1, 850.00 4, 500.00 (2, 467.00) (637.24) (8, 628.01) 500.00 500.00	$117.07 \\ 58.89 \\ 0.00 \\ 161.68 \\ 163.72 \\ 531.40 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 $
PLANNING REVENUE		1,187.32	30,162.25	24,500.00	(5,662.25)	123.11
STATE SHARED 101-000-576.000 STATE SHARED	STATE SHARED REV-CONSTITUTIONA	0.00	1,101,007.00	2,600,000.00	1,498,993.00 1,498,993.00	42.35
FEES FOR SERVICES 101-000-607.000 101-000-621.000 101-000-623.000 101-000-643.000 101-000-644.000 101-000-650.000 101-000-654.000 101-000-659.000 101-000-695.001 101-000-695.003 101-000-695.004 101-000-695.005 FEES FOR SERVICES	PASSPORT PROCESSING FEE PLATTING & LOT SPLIT FEES N S F FEE DUPLICATING & PHOTOSTAT CEMETERY LOTS GRAVESITE OPENINGS/CLOSINGS MONUMENT FOUNDATIONS/BRICK PAVERS OTHER MAPS, CODES, ETC OC ENHANCED REVENUE SUMMER TAX COLLECTION REIMB OTHER CABLE TV ADMINISTRATIVE FEES ADMIN FEES - GARBAGE FUND ADMIN FEES - TRUST & AGENCY ADMIN FEES	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 600.00\\ 2,875.00\\ 638.80\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.0$	$\begin{array}{c} 1.98\\ 495.00\\ 0.00\\ 2,590.27\\ 2,400.00\\ 9,175.00\\ 3,075.40\\ 10.00\\ 6,531.97\\ 0.00\\ 254,009.48\\ 0.00\\ 0.00\\ 16,537.25\\ 4,793.47\\ 299,619.82\\ \end{array}$	$\begin{array}{c} 0.00\\ 2,000.00\\ 500.00\\ 350.00\\ 20,000.00\\ 25,000.00\\ 15,000.00\\ 50.00\\ 3,500.00\\ 75,000.00\\ 500,000\\ 500,000\\ 108,646.00\\ 22,000.00\\ 5,000.00\\ 777,546.00\\ \end{array}$	$(1.98) \\ 1,505.00 \\ 500.00 \\ (2,240.27) \\ 17,600.00 \\ 15,825.00 \\ 11,924.60 \\ 40.00 \\ (3,031.97) \\ 75,000.00 \\ 245,990.52 \\ 500.00 \\ 108,646.00 \\ 5,462.75 \\ 206.53 \\ 477,926.18 \\ \end{cases}$	100.00 24.75 0.00 740.08 12.00 36.70 20.50 20.00 186.63 0.00 50.80 0.00 50.80 0.00 75.17 95 38.3

Jser: EHomeister		PERIOD ENDING 06/30	/2023		Sectior	n 6, Item A
DB: White Lake T	'wp		12025			-
GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDG USE
Fund 101 - GENERAI	- FUND		,			
Revenues						
DRDINANCE FINES	ODDINAD DINES	4 221 00	10 455 00	0.00	(12 455 02)	100.00
101-000-656.000	ORDINANCE FINES	4,221.98	12,455.03	0.00	(12,455.03)	100.00
ORDINANCE FINES		4,221.98	12,455.03	0.00	(12,455.05)	100.00
IISCELLANEOUS						
01-000-393.000	FUND BALANCE - DESIGNATED	0.00	0.00	459,637.00	459,637.00	0.00
01-000-531.000	OTHER GRANTS	0.00	5,429.34	0.00	(5,429.34)	100.00
01-000-539.000	STATE GRANTS	0.00	19,500.00	0.00	(19,500.00)	100.00
01-000-575.001	METRO ACT REVENUE	17,610.62	17,610.62 0.00	20,000.00 600,000.00	2,389.38 600,000.00	88.05 0.00
01-000-590.000 01-000-590.001	CASH BONDS CONTRIBUTIONS GRINDERS-CONTRIBUTIONS	0.00 0.00	0.00	300,000.00	300,000.00	0.00
01-000-664.000	INTEREST INCOME	0.00	79,497.33	30,000.00	(49,497.33)	264.9
01-000-664.000	INTEREST - TRUST AND AGENCY	0.00	2,901.20	2,000.00	(901.20)	145.0
01-000-665.000	INTEREST-ARPA POOL CASH ACCT	0.00	0.00	15,000.00	15,000.00	0.0
01-000-673.000	SALE OF FIXED ASSETS	0.00	300.00	0.00	(300.00)	100.0
01-000-677.000	POSTAGE REVENUE	0.00	0.00	100.00	100.00	0.0
01-000-678.000	MISCELLANEOUS	964.50	11,983.36	5,000.00	(6,983.36)	239.6
01-000-695.000	OTHER SUNDRY	25.00	1,662.99	1,000.00	(662.99)	166.3
ISCELLANEOUS		18,600.12	138,884.84	1,432,737.00	1,293,852.16	9.6
ENTS						
01-000-667.001	RENT COMMUNITY HALL	75.00	2,050.00	1,000.00	(1,050.00)	205.00
01-000-667.005	RENT-ORMOND RD TOWER	1,254.09	8,648.37	14,000.00	5,351.63	61.7
ENTS		1,329.09	10,698.37	15,000.00	4,301.63	71.3
TOTAL REVENUES		47,466.99	2,917,175.48	6,167,664.00	3,250,488.52	47.30
xpenditures						
OWNSHIP BOARD			01 000 00	12 100 00	01 061 10	40.01
01-101-703.000	SALARIES TRUSTEES FEES & PER DIEM	3,506.48 425.00	21,038.88 3,650.00	42,100.00 16,000.00	21,061.12 12,350.00	49.9 22.8
01-101-710.000 01-101-715.000	SOCIAL SECURITY	268.24	1,630.10	3,300.00	1,669.90	49.4
01-101-717.000	GROUP LIFE INSURANCE	27.48	153.08	500.00	346.92	30.6
01-101-719.000	WORKERS' COMP INSURANCE	29.75	46.77	100.00	53.23	46.7
01-101-801.000	PROFESSIONAL FEES - ACTUARIAL	0.00	5,200.00	9,000.00	3,800.00	57.7
01-101-801.001	PROFESSIONAL FEES	0.00	0.00	10,000.00	10,000.00	0.0
)1-101-807.000	AUDIT FEES	0.00	41,225.00	40,000.00	(1,225.00)	103.0
01-101-860.000	CONFERENCES & MILEAGE	0.00	3,759.96	3,000.00	(759.96)	125.3
01-101-957.000	SUBSCRIPTIONS	0.00	0.00	500.00	500.00	0.0
01-101-958.000	MEMBERSHIPS & DUES MISCELLANEOUS	11,758.30 0.00	11,894.77 0.00	17,000.00 13,000.00	5,105.23 13,000.00	69.9 0.0
01-101-962.000 DWNSHIP BOARD	MISCELLANEOUS	16,015.25	88,598.56	154,500.00	65,901.44	57.3
			·		·	
UPERVISOR			40 101 40		10 270 60	40.0
01-171-703.000	SALARIES SUPERVISOR	7,428.00	48,191.40	96,564.00	48,372.60	49.9
01-171-704.000	SALARIES, DEPUTYY SUPERVISOR	5,398.05	34,569.71 25,981.25	70,175.00 52,145.00	35,605.29 26,163.75	49.2 49.8
01-171-706.000	SALARIES CLERICAL SALARIES HR WAGES	4,011.16 6,576.00	47,047.83	89,873.00	42,825.17	49.0 52 <u>.3</u>
)1-171-708.000)1-171-709.000	OVERTIME	0.00	47,047.85	1,000.00	1,000.00	Ő
01-171-715.000	SOCIAL SECURITY	1,727.84	11,568.62	23,100.00	11,531.38	50

06/30/2023 02:14 PM

101-209-718.000

PENSION

REVENUE AND EXPENDITURE REPORT FOR WHITE LAKE TOWNSHIP

3/21 Page:

	PERIOD ENDING 06/30/	2023		Sec	tion 6, Item A.
'wp					
	ACTIVITY FOR		2022	3113 TT ADT	E % BDGT
DESCRIPTION	MONTH 06/30/2023	06/30/2023	AMENDED BUDGET		
FUND					
GROUP LIFE INSURANCE	31.40	157.00	435.00	278.00	36.09
PENSION	11,501.00	61,625.93	157,650.00		
HEALTH CARE SAVINGS PROGRAM	288.92	1,377.84	4,100.00		
WORKERS COMP INSURANCE					
UNEMPLOYMENT INSURANCE					
				•	
		0.00	500.00		
	0.00	0.00	20,000.00	20,000.00	0.00
TRAINING	0.00	0.00	300.00	300.00	0.00
TRAINING-HR	0.00	0.00	2,000.00	•	
MISCELLANEOUS	0.00	725.16	600.00	(125.1)	5) 120.86
	47,772.75	283,776.15	499,152.00	215,375.8	56.85
OVERTIME ELECTIONS	0.00	0.00	7,500.00	7,500.0	0.00
POSTAGE-ELECTIONS	0.00	10.08	0.00		
OPERATING SUPPLIES	0.00	335.14			
LEGAL NOTICES					
EQUIPMENT ACQUISITIONS	0.00	345.22	80,725.00		
			106 000 00		
	•				
				•	
	15.70	78.50	220.00	141.5	35.68
PENSION	4,766.30	28,518.32	8,700.00	(19,818.3	2) 327.80
WORKERS COMP INSURANCE	158.50	257.64	660.00		
UNEMPLOYMENT INSURANCE	0.00				
DENTAL INSURANCE					
MISCELLANEOUS			224,735.00		
	·				
		40 154 05		10 345 0	5 40.00
				'	
	,				
		•			
			23,000.00		
HOSP & OPTICAL INSURANCE	6,989.41	43,084.42	98,500.00		3 43
GROUP LIFE INSURANCE	31.40	157.00	435.00		
1	 FUND GROUP LIFE INSURANCE PENSION HEALTH CARE SAVINGS PROGRAM WORKERS COMP INSURANCE UNEMPLOYMENT INSURANCE DENTAL INSURANCE CELLULAR PHONE CONFERENCES & MEETINGS HR SERVICES ALLOCATION SUBSCRIPTIONS MEMBERSHIPS & DUES COMMUNITY COMMUNICATIONS TRAINING TRAINING-HR MISCELLANEOUS OVERTIME ELECTIONS OPERATING SUPPLIES LEGAL NOTICES EQUIPMENT MAINTENANCE MISCELLANEOUS SALARIES FINANCE DIRECTOR SALARIES ACCOUNT CLERK OVERTIME SOCIAL SECURITY HOSP & OPTICAL INSURANCE UNEMPLOYMENT INSURANCE DENTAL INSURANCE SUBSCRIPTIONS MEMBERSHIPS & DUES TRAINING MISCELLANEOUS SUBSCRIPTIONS 	PERIOD ENDING 06/30/ ACTIVITY FOR MONTH DESCRIPTION 06/30/2023 FUND GROUP LIFE INSURANCE 11,501.00 HEALTH CARE SAVINGS PROGRAM 228.92 WORKERS COMP INSURANCE 206.00 UNNEWLOWENT INSURANCE 206.00 DENTAL INSURANCE 362.88 CELLULAR PHONE 42.51 CONFERENCES & MEETINGS 0.00 CELLULAR PHONE 42.51 CONFERENCES & MEETINGS 0.00 COMMUNITY COMMUNICATIONS 0.00 TRAINING 0.00 TRAINING 0.00 TRAINING 0.00 TRAINING 0.00 HEMERSHIPS & DUES 0.00 COMMUNITY COMMUNICATIONS 0.00 TRAINING 0.00 TRAINING 0.00 SUBSCRIPTIONS 0.00 DEBRATING 0.00 TRAINING 0.00 SUBSCRIPTIONS 0.00 COMMUNITY COMMUNICATIONS 0.00 MISCELLANEOUS 0.00 DEGREATING SUPPLIES 0.00 EQUIPMENT MAINTENANCE 0.00 EQUIPMENT MAINTENANCE 0.00 MISCELLANEOUS 0.00 SALARIES FINANCE DIRECTOR 7,797.00 SALARIES ACCOUNT CLERK 0.00 WORKERS COMP INSURANCE 1,418.90 GROUP LIFE INSURANCE 1,418.90 UNEMPLOYMENT INSURANCE 1,418.90 UNEMPLOYMENT INSURANCE 1,51.70 PENSION 4,756.33 UNEMPLOYMENT INSURANCE 0.00 MISCELLANEOUS 0.00 MISC	PERIOD ENDING 06/30/2023 ACTIVITY FOR MONTH YTD BALANCE 06/30/2023 DESCRIPTION Offsource 06/30/2023 YTD BALANCE 06/30/2023 ORDER 31.40 157.00 PENDO 11,501.00 157.00 GROUE LIFE INSURANCE 21.40 157.00 PENETON 11,501.00 344.10 UNEMELYPERT INSURANCE 206.00 344.13 UNEMELYPERT INSURANCE 362.88 1,625.04 CILLULAR PHONE 22.51 466.17 CONFERENCES ALLOCATION 0.00 0.00 0.00 SUBSCRIPTIONS 0.00 0.00 0.00 MEMBERSHIPS & DUBS 0.00 0.00 0.00 CONFERENCES ALLOCATION 0.00 0.00 0.00 MEMBERSHIPS & DUBS 0.00 0.00 0.00 COMMUNIT COMMUNICATIONS 0.00 0.00 0.00 MISCELLANEOUS 0.00 0.00 0.00 MISCELLANEOUS 0.00 0.00 0.00 DEQUINMENT ALLINESUPHIES 0.00 0.00	OPE FERIOR ENDING 06/30/2023 ACTIVITY FOR DESCRIPTION ACTIVITY FOR 00/2023 YUD BALANCE 06/30/2023 2023 AMENDED BURGET FUNU 06/30/2023 06/30/2023 AMENDED BURGET GCOUP LIFE INSURANCE 11,501,60 157,60 157,650 PENNIN 11,501,60 1,577,650 157,650 DENTAL INSURANCE 206,60 1,44,10 650,00 UNRESES CONF INSURANCE 206,60 1,44,10 650,00 UNRESES CONF INSURANCE 206,60 1,44,17 800,00 CONTENDERSTICE ALL 362,88 1,625,04 5,000,00 CONTENDERSTICE ALL 0,00 0,00 1,000,00 CONTENDERSTICE ALL 0,00 0,00 1,000,00 RESERVICES ALL 0,00 0,00 20,000,00 TRAINING 0,00 0,00 20,000,00 TRAINING 0,00 0,00 2,000,00 TRAINING 0,00 0,00 2,000,00 TRAINING 0,00 0,00 2,000,00 CONTENDERSTICATIONS	UPD PERIOD ENDING 06/30/2023 Construction Construction <thconstructio< td=""></thconstructio<>

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REVENUE AND EXPENDITURE REPORT FOR WHITE LAKE TOWNSHIP

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL	FUND					
Expenditures						
101-209-718.001	HEALTH CARE SAVINGS PROGRAM	300.00	1,800.00	3,600.00	1,800.00	50.00
101-209-719.000	WORKERS COMP INSURANCE	411.50	689.67	2,230.00	1,540.33	30.93
101-209-722.000	UNEMPLOYMENT INSURANCE	0.00	814.14	1,080.00	265.86	75.38
101-209-724.000	DENTAL INSURANCE	504.68	2,260.04	4,900.00	2,639.96	46.12
101-209-801.000	PROFESSIONAL SERVICES	0.00	0.00 1,908.06	25,000.00 2,000.00	25,000.00 91.94	0.00 95.40
101-209-818.000	OC SOFTWARE SUPPORT FEES LEGAL FEES	$0.00 \\ 448.00$	816.00	7,000.00	6,184.00	11.66
101-209-820.000 101-209-860.000	MILEAGE	96.94	809.58	0.00	(809.58)	100.00
101-209-864.000	CONFERENCES & MEETINGS	0.00	0.00	2,200.00	2,200.00	0.00
101-209-903.000	LEGAL NOTICES	0.00	500.19	1,500.00	999.81	33.35
101-209-957.000	SUBSCRIPTIONS	0.00	0.00	200.00	200.00	0.00
101-209-958.000	MEMBERSHIPS & DUES	0.00	0.00	1,500.00	1,500.00	0.00
101-209-960.000	TRAINING	1,200.00	1,320.00	2,500.00	1,180.00	52.80
101-209-962.000	MISCELLANEOUS	0.00	0.00	1,000.00	1,000.00	0.00
ASSESSING		37,470.50	231,043.47	524,029.00	292,985.53	44.09
LEGAL FEES						
101-210-826.000	LEGAL FEES	13,263.10	40,120.85	75,000.00	34,879.15	53.49
101-210-826.001	TAX TRIBUNAL REFUNDS	0.00	181.95	2,000.00	1,818.05	9.10
101-210-826.002	LEGAL FEES-ORDINANCE	275.00	275.00	15,000.00	14,725.00	1.83
LEGAL FEES		13,538.10	40,577.80	92,000.00	51,422.20	44.11
CLERK		c 000 00		00 700 00	44 024 07	49.91
101-215-703.000	SALARIES CLERK	6,900.00	44,765.93 37,311.53	89,700.00 75,770.00	44,934.07 38,458.47	49.91
101-215-704.000	SALARIES DEPUTY CLERK	5,751.00 8,644.54	55,688.39	114,775.00	59,086.61	48.52
101-215-706.001 101-215-709.000	SALARIES CLERICAL OVERTIME	0.00	0.00	5,000.00	5,000.00	0.00
101-215-715.000	SOCIAL SECURITY	1,582.10	10,254.87	21,700.00	11,445.13	47.26
101-215-716.000	HOSP & OPTICAL INSURANCE	4,293.02	26,453.34	58,000.00	31,546.66	45.61
101-215-717.000	GROUP LIFE INSURANCE	31.40	157.00	435.00	278.00	36.09
101-215-718.000	PENSION	7,814.60	50,673.51	100,400.00	49,726.49	50.47
101-215-718.001	HEALTH CARE SAVINGS PROGRAM	632.02	4,008.13	8,160.00	4,151.87	49.12
101-215-719.000	WORKERS COMP INSURANCE	188.50	313.78	635.00	321.22	49.41
101-215-722.000	UNEMPLOYMENT INSURANCE	0.00	490.95	810.00	319.05 2,324.96	60.61 41.14
101-215-724.000	DENTAL INSURANCE	362.88 63.40	1,625.04 317.08	3,950.00 1,100.00	782.92	28.83
101-215-853.000 101-215-860.000	CELLULAR PHONE MILEAGE	0.00	158.51	400.00	241.49	39.63
101-215-864.000	CONFERENCES & MEETINGS	40.00	4,871.29	5,000.00	128.71	97.43
101-215-903.000	LEGAL NOTICES	569.58	2,866.67	6,000.00	3,133.33	47.78
101-215-957.000	SUBSCRIPTIONS	0.00	0.00	300.00	300.00	0.00
101-215-958.000	MEMBERSHIPS & DUES	0.00	45.00	500.00	455.00	9.00
101-215-960.000	TRAINING	134.50	274.50	1,300.00	1,025.50	21.12
101-215-962.000	MISCELLANEOUS	0.00	7.50	494,635.00	<u>692.50</u> 254,351.98	48.58
CLERK		57,007.54	270,203.02		2317331.90	10.00
BOARD OF REVIEW						
101-247-710.000	FEES & PER DIEM	0.00	900.00	2,600.00	1,700.00	34.62
101-247-864.000	CONFERENCES & MEETINGS	0.00	0.00	150.00	150.00	0.00
101-247-903.000	LEGAL PUBLICATIONS	0.00	0.00	750.00	750.00	0.00
BOARD OF REVIEW		0.00	900.00	3,500.00	2,600.00	25.71
POSTAGE & MAILING						6

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User: EHomeister DB: White Lake Tw	φ	PERIOD ENDING 06/30,	2023		Section	6, Item A.
GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL	FUND					
Expenditures		0.00	1 005 06	0 000 00	214 24	64.96
101-248-934.000 101-248-946.000	EQUIPMENT MAINTENANCE-POSTAGE METER POSTAGE METER RENTAL	0.00 0.00	1,285.26 200.67	2,000.00 0.00	714.74 (200.67)	64.26 100.00
POSTAGE & MAILING	FOULDE METER RENTRI	(552.32)	9,847.55	32,000.00	22,152.45	30.77
LODINOL & MAIDING		(002.02)	37017100	02,000,000	,	
OFFICE SUPPLIES						
101-249-727.000	OFFICE SUPPLIES	3,106.47	17,473.43	40,000.00	22,526.57	43.68
OFFICE SUPPLIES		3,106.47	17,473.43	40,000.00	22,526.57	43.68
TREASURER 101-253-703.000	SALARIES TREASURER	6,900.00	44,765.93	89,700.00	44,934.07	49.91
101-253-704.000	SALARIES DEPUTY TREASURER	5,751.00	37,311.52	74,768.00	37,456.48	49.90
101-253-706.001	SALARIES CLERICAL FT	9,389.06	60,322.42	122,392.00	62,069.58	49.29
101-253-709.000	OVERTIME	41.99	62.98	500.00	437.02	12.60
101-253-715.000	SOCIAL SECURITY	1,630.84 6,037.26	10,541.52 35,263.90	22,000.00 94,000.00	11,458.48 58,736.10	47.92 37.51
101-253-716.000 101-253-717.000	HOSP & OPTICAL INSURANCE GROUP LIFE INSURANCE	31.40	157.00	435.00	278.00	36.09
101-253-718.000	PENSION	7,849.95	50,891.64	110,000.00	59,108.36	46.27
101-253-718.001	HEALTH CARE SAVINGS PROGRAM	396.40	2,476.60	5,025.00	2,548.40	49.29
101-253-719.000	WORKERS COMP INSURANCE	196.75	327.94	640.00	312.06	51.24
101-253-722.000	UNEMPLOYMENT INSURANCE	0.00	492.60	810.00	317.40	60.81
101-253-724.000	DENTAL INSURANCE	362.88 0.00	1,539.30 2,309.56	4,910.00 2,500.00	3,370.70 190.44	31.35 92.38
101-253-818.000 101-253-860.000	OC SOFTWARE SUPPORT FEES MILEAGE	159.42	159.42	300.00	140.58	53.14
101-253-864.000	CONFERENCES & MEETINGS	428.89	1,858.51	2,500.00	641.49	74.34
101-253-903.000	LEGAL NOTICES	0.00	0.00	100.00	100.00	0.00
101-253-958.000	MEMBERSHIPS & DUES	0.00	0.00	1,000.00	1,000.00	0.00
101-253-960.000	TRAINING	0.00	0.00	500.00	500.00	0.00 0.00
101-253-962.000	MISCELLANEOUS	0.00	0.00	1,000.00	1,000.00	46.61
TREASURER		39,175.84	248,480.84	533,080.00	284,599.16	40.01
TOWNSHIP HALL & GR	OUNDS					
101-265-706.000	SALARIES MAINTENANCE	3,819.00	24,776.70	59,640.00	34,863.30	41.54
101-265-707.000	SALARIES CUSTODIAN	0.00	0.00	44,800.00	44,800.00	0.00
101-265-708.000	PART TIME MAINTENANCE	6,228.00	19,221.57	0.00	(19,221.57)	100.00 47.26
101-265-709.000 101-265-715.000	OVERTIME SOCIAL SECURITY	480.82 1,184.18	3,780.90 3,572.59	8,000.00 7,840.00	4,219.10 4,267.41	47.28
101-265-716.000	HOSP & OPTICAL INSURANCE	1,467.91	13,366.91	30,500.00	17,133.09	43.83
101-265-717.000	GROUP LIFE INSURANCE	7.85	54.95	220.00	165.05	24.98
101-265-718.000	PENSION	245.16	1,590.80	15,200.00	13,609.20	10.47
101-265-718.001	HEALTH CARE SAVINGS PROGRAM	100.00	600.00	1,200.00	600.00	50.00
101-265-719.000	WORKERS COMP INSURANCE UNEMPLOYMENT INSURANCE	619.50	1,346.00	4,240.00 540.00	2,894.00 80.62	31.75 85.07
101-265-722.000 101-265-724.000	DENTAL INSURANCE	178.86 72.01	459.38 389.49	1,200.00	810.51	32.46
101-265-853.000	TELEPHONE	1,425.62	9,458.57	10,000.00	541.43	94.59
101-265-863.000	VEHICLE MAINTENANCE	248.24	3,504.13	8,000.00	4,495.87	43.80
101-265-867.000	GASOLINE	924.32	4,282.45	10,000.00	5,717.55	42.82
101-265-910.000	INSURANCE	14,622.38	58,489.49	60,000.00	1,510.51 23,250.69	97.48
101-265-921.001 101-265-922.000	ELECTRIC TWP HALL UTILITIES-TWP HALL	2,959.59 0.00	16,749.31 3,321.80	40,000.00 7,000.00	3,678.20	41.87 47.45
101-265-923.000	HEAT TWP HALL	248.12	3,847.46	7,000.00	3,152.54	54.96
101-265-931.001	BLDG MAINTENANCE & SUPPLIES	3,679.84	19,890.38	43,172.00	23,281.62	46.07
101-265-931.002	GROUNDS MAINTENANCE	858.72	7,476.07	20,000.00	12,523.93	37
101-265-931.003	BLDG EQUIP MAINTENANCE	260.00	2,276.84	8,551.00	6,274.16	26 7
101-265-933.000	GROUNDS EQUIP MAINTENANCE	340.10	1,320.58	5,000.00	3,679.42	26

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REVENUE AND EXPENDITURE REPORT FOR WHITE LAKE TOWNSHIP

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	1	ACTIVITY FOR			<u> </u>	
GL NUMBER	DESCRIPTION	MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL	L FUND					
Expenditures						
101-265-934.000	OFFICE EQUIP MAINTENANCE	0.00	457.99	3,000.00	2,542.01	15.27
101-265-940.000	TOWNSHIP RECORD RETENTION COSTS	271.55	1,039.41	3,000.00	1,960.59	34.65
101-265-971.000	TECHNOLOGY EQUIPMENT	7,195.90	31,066.70	110,000.00	78,933.30	28.24
101-265-974.000	IMPROVEMENTS & BETTERMENTS	0.00	14,890.67	165,000.00	150,109.33	9.02
101-265-977.000	EQUIPMENT ACQUISITIONS	0.00	102,240.00	125,000.00	22,760.00	81.79
TOWNSHIP HALL & GI	ROUNDS	47,437.67	349,471.14	798,103.00	448,631.86	43.79
CEMETERY						
101-276-910.000	INSURANCE	14.31	57.24	200.00	142.76	28.62
101-276-921.000	ELECTRIC OXBOW	16.12	120.81	200.00	79.19	60.41
101-276-921.001	ELECTRIC WHITE LAKE	31.02	180.20	300.00	119.80	60.07
101-276-932.000	CEMETERY MAINT	3,359.20	5,267.95	30,000.00	24,732.05	17.56
101-276-935.000	CEMETERY-GRAVESITE OPENING/CLOSINGS	500.00	4,650.00	21,000.00	16,350.00	22.14
101-276-936.000	CEMETERY FOUNDATIONS/MONUMENTS EXPENSE	441.60	1,982.61	12,000.00	10,017.39	16.52
101-276-962.000	MISCELLANEOUS	0.00	574.27	400.00	(174.27)	143.57
101-276-974.000	LAND IMPROVEMENTS	0.00	0.00	5,000.00	5,000.00	0.00
CEMETERY		4,362.25	12,833.08	69,100.00	56,266.92	18.57
OTHER TOWNSHIP PR	OPERTIES					
101-269-853.001	TELEPHONE FISK FARM	0.00	36.99	360.00	323.01	10,28
101-269-910.001	INSURANCE COMM HALL	130.33	521.38	800.00	278.62	65.17
101-269-910.004	INSURANCE FISK	718.57	2,874.28	2,200.00	(674.28)	130.65
101-269-910.008	INSURANCE ANNEX	1,400.62	5,602.48	7,000.00	1,397.52	80.04
101-269-921.001	ELECTRIC COMM HALL	47.38	311.93	700.00	388.07	44.56
101-269-921.004	ELECTRIC FISK	86.67	657.11	1,800.00	1,142.89	36.51
101-269-921.004	M59/BOGIE PROP STREET LIGHT	171.50	752.33	2,000.00	1,247.67	37.62
101-269-921.011	ELECTRIC-TWP ANNEX	1,032.08	5,035.28	10,000.00	4,964.72	50.35
101-269-922.004	UTILITIES FISK	0.00	869.91	1,800.00	930.09	48.33
101-269-922.010	UTILITIES-TWP ANNEX	0.00	54.51	2,000.00	1,945.49	2.73
101-269-923.001	HEAT COMM HALL	60.12	1,153.83	1,800.00	646.17	64.10
101-269-923.004	HEAT FISK	49.86	1,040.10	2,000.00	959,90	52.01
101-269-923.011	GAS-TWP ANNEX	192.75	3,805.47	7,500.00	3,694.53	50.74
101-269-931.001	BLDG MAINT COMM HALL	99.00	346.58	3,000.00	2,653.42	11.55
101-269-931.004	BLDG EQUIPMENT MAINT COMM HALL	0.00	0.00	500.00	500,00	0.00
101-269-931.007	BLDG MAINT FISK	0.00	0.00	7,000.00	7,000.00	0.00
101-269-931.008	EQUIP MAINT FISK	58.50	327.00	1,000.00	673.00	32.70
101-269-931.013	BUILDING MAINTENANCE-TWP ANNEX	0.00	1,625.68	10,000.00	8,374.32	16.26
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	3,000.00	3,000.00	0.00
101-269-962.000	MISCELLANEOUS	0.00	1,556.93	500.00	(1,056.93)	311.39
OTHER TOWNSHIP PR	OPERTIES	4,047.38	26,571.79	69,960.00	43,388.21	37.98
HEALTH & WELFARE						
101-285-801.000	ENVIRONMENTAL PROFESSIONAL SERVICES	875.00	8,940.32	11,000.00	2,059.68	81.28
HEALTH & WELFARE	—	875.00	8,940.32	11,000.00	2,059.68	81.28
PLANNING						
101-402-706.001	COMMUNITY DEVELOPMENT DIRECTOR	8,113.50	52,639.01	105,500.00	52,860.99	49.89
101-402-706.001	SALARIES CLERICAL	4,324.50	28,281.55	56,230.00	27,948.45	50.30
	SALARIES CLERICAL SALARIES STAFF PLANNER	6,120.00	38,878.36	79,560.00	40,681.64	48.87
101-402-707.000 101-402-709.000	OVERTIME	474.30	929.95	5,000.00	4,070.05	18
101-402-710.000	PLANNING/ZBA BOARD FEES	700.00	4,750.00	11,000.00	6,250.00	43 8
			9,490.93	19,700.00	10,209.07	48
101-402-715.000	SOCIAL SECURITY	1,518.63	9,490.93	19,700.00	10,209.07	48L

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REVENUE AND EXPENDITURE REPORT FOR WHITE LAKE TOWNSHIP

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User: EHomeister DB: White Lake T		PERIOD ENDING 06/30/	2023		Section	n 6, Item A.
GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDG1 USEI
Fund 101 - GENERAI	J FUND					
Expenditures						
101-402-716.000	HOSP & OPTICAL INSURANCE	2,170.76	13,455.75	32,100.00	18,644.25	41.92
01-402-717.000	GROUP LIFE INSURANCE	23.55	117.75	325.00	207.25	36.23
01-402-718.000	PENSION	3,586.95	21,736.31	23,330.00	1,593.69	93.17
01-402-718.001	HEALTH CARE SAVINGS PROGRAM	200.00	1,200.00	2,400.00	1,200.00	50.00
01-402-719.000	WORKERS COMP INSURANCE	332.25	560.11	1,200.00	639.89	46.68
01-402-722.000	UNEMPLOYMENT INSURANCE	0.00	502.92	810.00	307.08	62.09
01-402-724.000	DENTAL INSURANCE	236.71	1,060.03	2,600.00	1,539.97	40.77
01-402-729.000	PRINTING	0.00	0.00	1,500.00	1,500.00	0.00
01-402-757.000	OPERATING SUPPLIES	0.00	0.00	600.00	600.00	0.00
01-402-801.000	PROFESSIONAL FEES	10,342.93	24,646.28	46,000.00	21,353.72	53.58
01-402-853.000	CELLULAR PHONE	62.79	314.03	1,300.00	985.97	24.16
01-402-864.000	CONFERENCES & MEETINGS	0.00	0.00	3,900.00	3,900.00	0.00
01-402-903.000	LEGAL NOTICES	324.19	3,445.67	4,000.00	554.33	86.14
01-402-910.000	INSURANCE	1,430.67	5,722.65	5,000.00	(722.65)	114.45
01-402-957.000	SUBSCRIPTIONS	0.00	0.00	700.00	700.00	0.00
01-402-958.000	MEMBERSHIPS & DUES	0.00	725.00	2,200.00	1,475.00	32.95
01-402-960.000	TRAINING	0.00	170.00	4,100.00	3,930.00	4.15
01-402-962.000	MISCELLANEOUS	0.00	158.89	500.00	341.11	31.78
LANNING		39,961.73	208,785.19	409,555.00	200,769.81	50.98
IGHWAYS & STREETS	S					
01-446-930.000	TRAFFIC SIGNAL MAINTENANCE	5.02	234.37	1,200.00	965.63	19.53
01-448-926.000	STREET LIGHTING	4,185.37	21,007.64	65,000.00	43,992.36	32.32
01-451-970.000	ROAD CONSTRUCTION/TRI PARTY	0.00	57,234.00	155,000.00	97,766.00	36.93
IGHWAYS & STREET:		4,190.39	78,476.01	221,200.00	142,723.99	35.48

TRANSPORTATION						
101-672-880.000	WOTA PARTICIPATION	0.00	0.00	220,000.00	220,000.00	0.00
TRANSPORTATION		0.00	0.00	220,000.00	220,000.00	0.00
SENIOR CENTER						
101-757-703.000	SALARIES SENIOR DIRECTOR	5,573.10	35,974.68	59,420.00	23,445.32	60.54
101-757-704.000	SALARIES PROGRAM DEVELOPER	3,744.91	31,752.81	48,685.00	16,932.19	65.22
101-757-709.000	OVERTIME	0.00	39.92	500.00	460.08	7.98
101-757-715.000	SOCIAL SECURITY	707.08	5,135.40	8,310.00	3,174.60	61.80
101-757-716.000	HOSP & OPTICAL INSURANCE	1,417.88	16,045.98	41,400.00	25,354.02	38.76
101-757-717.000	GROUP LIFE INSURANCE	15.70	78.50	220.00	141.50	35.68
101-757-718.000	PENSION	2,168.78	13,313.87	6,500.00	(6,813.87)	204.83
101-757-718.001	HEALTH CARE SAVINGS PROGRAM	100.00	800.00	1,200.00	400.00	66.67
101-757-719.000	WORKERS COMP INSURANCE	111.50	170.69	400.00	229.31	42.67
101-757-722.000	UNEMPLOYMENT INSURANCE	0.00	478.93	540.00	61.07	88.69
101-757-724.000	DENTAL INSURANCE	110.54	524.14	1,560.00	1,035.86	33.60
101-757-751.000	SENIOR ACTIVITIES	1,513.97	9,311.68	28,000.00	18,688.32	33.26
101-757-757.000	OPERATING SUPPLIES	0.00	1,259.28	2,000.00	740.72	62.96
101-757-853.000	TELEPHONE	204.75	1,370.83	3,000.00	1,629.17	45.69
101-757-860.000	MILEAGE	67.47	351.58	0.00	(351.58)	100.00
101-757-864.000 /	CONFERENCES & MEETINGS	0.00	0.00	500.00	500.00	0.00
101-757-910.000	INSURANCE	577.21	2,308.81	3,350.00	1,041.19	68.92
101-757-921.000	ELECTRIC	463.37	2,876.60	4,800.00	1,923.40	59.93
101-757-922.000	UTILITIES	0.00	815.40	2,000.00	1,184.60	40.77
101-757-923.000	HEAT	107.50	1,394.87	2,500.00	1,105.13	55 <u>.79</u>
101-757-931.000	BUILDING MAINTENANCE	641.70	8,362.84	12,000.00	3,637.16	69
101-757-957.000	SUBSCRIPTIONS	0.00	0.00	150.00	150.00	0 9
101-757-958.000	MEMBERSHIPS & DUES	75.00	75.00	150.00	75.00	50

User: EHomeister DB: White Lake T		PERIOD ENDING 06/30,	2023		Section	n 6, Item A
	- "P	ACTIVITY FOR				
GL NUMBER	DESCRIPTION	MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDG USE
Fund 101 - GENERAL	L FUND		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Expenditures 101-757-962.000	MISCELLANEOUS	0.00	0.00	2,000.00	2,000.00	0.00
101-757-976.000	ADD & IMPROVEMENTS	0.00	0.00	10,000.00	10,000.00	0.00
SENIOR CENTER		17,600.46	132,441.81	239,185.00	106,743.19	55.37
RETIREE BENEFITS						
101-863-730.000	RETIREE HEALTH INSURANCE	7,284.18	40,067.52	100,000.00	59,932.48	40.00
101-863-730.003	OPEB FUNDING	0.00	135,000.00	135,000.00	<u> </u>	74.50
RETIREE BENEFITS		7,284.18	175,067.52	255,000.00	33, 332.40	/4.50
DTHER L01-299-956.000	UNALLOCATED MISCELLANEOUS	1,561.07	11,931.95	15,000.00	3,068.05	79.55
.01-863-801.000	PAYROLL SERVICE	0.00	6,776.54	25,000.00	18,223.46	27.1
L01-906-991.000	PRINCIPAL-CAPITAL LEASE	0.00	0.00	6,200.00	6,200.00	0.00
101-906-995.000	INTEREST-CAPITAL LEASE TRANSFER TO IMPROV REVOLVING	0.00 0.00	0.00 500,000.00	1,300.00 135,000.00	1,300.00 (365,000.00)	0.00 370.31
101-965-999.003 OTHER	TRANSFER TO IMPROV REVOLVING	1,561.07	518,708.49	182,500.00	(336,208.49)	47.92
DRDINANCE 101-372-706.001	CALADIEC ODDINANCE OFFICED	4,884.00	31,686.22	63,500.00	31,813.78	49.90
101-372-709.001	SALARIES ORDINANCE OFFICER OVERTIME	4,884.00	0.00	1,000.00	1,000.00	0.00
L01-372-715.000	SOCIAL SECURITY	356.42	2,316.92	7,000.00	4,683.08	33.1
L01-372-716.000	HOSP & OPTICAL INSURANCE	1,729.27	11,403.20	26,000.00	14,596.80	43.8
101-372-717.000	GROUP LIFE INSURANCE PENSION	7.85 1,755.56	39.25 10,496.88	110.00 9,000.00	70.75 (1,496.88)	35.6 116.6
101-372-718.000 101-372-719.000	WORKERS COMP INSURANCE	96.25	161.85	400.00	238,15	40.4
101-372-722.000	UNEMPLOYMENT INSURANCE	0.00	163.91	270.00	106.09	60.7
101-372-724.000	DENTAL INSURANCE	126.17	565.01	1,375.00	809.99	41.0
.01-372-744.000	UNIFORMS-ORDINANCE	0.00 0.00	0.00 0.00	500.00 200.00	500.00 200.00	0.0
101-372-757.000 101-372-853.000	OPERATING SUPPLIES CELLULAR PHONE	31.70	158.54	700.00	541.46	22.6
101-372-863.000	VEHICLE MAINTENANCE	0.00	8.00	3,000.00	2,992.00	0.2
L01-372-864.000	CONFERENCE & MEETINGS	0.00	0.00	750.00	750.00	0.0
101-372-867.000	GASOLINE	0.00 218.91	81.76 875.64	2,000.00 950.00	1,918.24 74.36	4.0 92.1
101-372-910.000 101-372-955.000	INSURANCE ORDINANCE ENFORCEMENTS COSTS	4,133.75	7,281.75	6,000.00	(1,281.75)	121.3
101-372-958.000	MEMBERSHIPS & DUES	0.00	0.00	150.00	150.00	0.0
101-372-960.000	TRAINING	0.00	0.00	500.00	500.00	0.0
101-372-962.000	MISCELLANEOUS	0.00 294.50	0.00 20,397.00	300.00 10,000.00	300.00 (10,397.00)	0.0 203.9
101-372-963.000 ORDINANCE	DANGEROUS BLDG DEMOLITIONS	13,634.38	85,635.93	133,705.00	48,069.07	64.0
OTHER	CACH BONDS DEDUCETONS	.0.00	0.00	600,000.00	600,000.00	0.0
101-000-934.000 101-000-934.001	CASH BONDS DEDUCTIONS GRINDERS-DEDUCTIONS	0.00	0.00	300,000.00	300,000.00	0.0
OTHER		0.00	0.00	900,000.00	900,000.00	47.9
		255 404 05	2,000,222,62	6 167 664 00	0 000 000 00	A.C. 0
TOTAL EXPENDITURE	S	355,481.85	2,890,333.60	6,167,664.00	3,277,330.40	46.86

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 Amended Budget	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GEN TOTAL REVENUES TOTAL EXPENDIT NET OF REVENUE	3	47,466.99 355,481.85 (308,014.86)	2,917,175.48 2,890,333.60 26,841.88	6,167,664.00 6,167,664.00 0.00	3,250,488.52 3,277,330.40 (26,841.88)	47.30 46.86 100.00

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	-	ACTIVITY FOR				
GL NUMBER	DESCRIPTION	MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 206 - FIRE Revenues REVENUES 206-000-393.000	FUND BALANCE - DESIGNATED	0.00	0.00	173,268.00	173,268.00	0.00
206-000-402.000 206-000-534.000 206-000-607.000	TAX COLLECTIONS MISC GRANT REVENUE PERMIT AND INSPECTION FEES	0.00 0.00 0.00	4,010,236.20 4,937.50 733.00	3,895,472.00 0.00 1,200.00	(114, 764.20) (4, 937.50) 467.00 (12, 200, 73)	102.95 100.00 61.08 100.00
206-000-626.000 206-000-630.000 206-000-665.000 206-000-695.000	COST RECOVERY REVENUE AMBULANCE TRANSPORTATION REVENUE INTEREST MISC REVENUE	112.70 (28.21) 0.00 930.00	12,200.73 3,315.34 94,102.18 1,450.06	0.00 0.00 18,000.00 1,000.00	(12,200.73) (3,315.34) (76,102.18) (450.06)	100.00 100.00 522.79 145.01
206-336-977.002 REVENUES	USE OF FUND BALANCE	0.00	0.00	25,000.00	25,000.00 (13,035.01)	0.00
TOTAL REVENUES		1,014.49	4,126,975.01	4,113,940.00	(13,035.01)	100.32
Expenditures OTHER						
206-336-801.001 OTHER	HR SERVICES	0.00	0.00	43,500.00	43,500.00	0.00
CIVIL SERVICE						
206-220-710.000 206-220-727.000 206-220-903.000	FEES & PER DIEM SUPPLIES LEGAL NOTICES	0.00 0.00 0.00	0.00 0.00 0.00	1,000.00 500.00 500.00	1,000.00 500.00 500.00	0.00 0.00 0.00
CIVIL SERVICE		0.00	0.00	2,000.00	2,000.00	0.00
SALARIES 206-336-705.000 206-336-705.001	SALARIES CHIEF SALARIES CAPTAIN	8,344.64 21,062.72	53,319.20 142,515.75	108,500.00 272,020.00	55,180.80 129,504.25	49.14 52.39
206-336-706.001 206-336-706.003 206-336-706.005	SALARIES FIRE SERGEANT SALARIES CLERICAL SALARIES FIREFIGHTERS	37,209.42 4,324.50 53,392.97	220,603.90 28,056.56 349,320.05	475,530.00 56,300.00 729,000.00	254,926.10 28,243.44 379,679.95	46.39 49.83 47.92
206-336-706.007 206-336-709.000 206-336-710.000	FIRE MARSHAL/DEPUTY CHIEF OVERTIME PART TIME STAFF	6,940.80 7,305.24 2,045.95 283.60	45,031.20 28,844.30 20,453.73 82,581.56	90,240.00 70,000.00 70,000.00 220,230.00	45,208.80 41,155.70 49,546.27 137,648.44	49.90 41.21 29.22 37.50
206-336-720.000 SALARIES	HOLIDAY/PERSONAL PAY	140,909.84	970,726.25	2,091,820.00	1,121,093.75	46.41
PAYROLL BENEFITS 206-336-715.000 206-336-716.000	SOCIAL SECURITY HOSP & OPTICAL INSURANCE	10,877.19 34,288.36	73,515.63 184,708.71	160,240.00 473,300.00	86,724.37 288,591.29	45.88 39.03
206-336-716.002 206-336-717.000 206-336-718.000	RETIREE HEALTH CARE PREMIUMS GROUP LIFE INSURANCE PENSION	4,909.24 188.40 33,589.81	45,881.40 902.75 206,161.99	68,300.00 2,600.00 410,000.00	22,418.60 1,697.25 203,838.01	67.18 34.72 50.28
206-336-718.002 206-336-718.003 206-336-718.004	HEALTH CARE SAVINGS PLAN OPEB FUNDING 457 - EMPLOYER PORTION	2,304.73 0.00 0.00	14,251.54 150,000.00 0.00	28,350.00 150,000.00 1,200.00	14,098.46 0.00 1,200.00	50.27 100.00 0.00
206-336-719.000 206-336-722.000 206-336-724.000	WORKERS COMP INSURANCE UNEMPLOYMENT INSURANCE DENTAL INSURANCE	28,376.16 84.34 2,089.73	43,349.27 4,293.39 8,796.66	72,330.00 6,500.00 23,650.00	28,980.73 2,206.61 14,853.34	59.93 66.05 31
PAYROLL BENEFITS		116,707.96	731,861.34	1,396,470.00	664,608.66	5: 12

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	· · · ·	ACTIVITY FOR			L	
GL NUMBER	DESCRIPTION	MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 206 - FIRE						
Expenditures						
OTHER 206-336-727.000	OFFICE SUPPLIES	431.78	2,390.27	4,000.00	1,609.73	59.76
206-336-730.000	POSTAGE, SHIPPING	41.21	116.55	200.00	83.45	58.28
206-336-744.000	UNIFORMS	2,155.45	12,625.56	20,000.00	7,374.44	63.13
206-336-744.002	FOOD ALLOWANCE	4,196.87	8,376.03	11,050.00	2,673.97	75.80
206-336-757.000	OPERATING SUPPLIES	1,972.03 235.50	13,887.99 1,096.25	40,000.00 2,000.00	26,112.01 903.75	34.72 54.81
206-336-758.000 206-336-767.000	OXYGEN & AIR MEDICAL SUPPLIES	168.24	7,759.79	20,000.00	12,240.21	38.80
206-336-801.000	CONSULTANT/PROFESSIONAL SERVICES	0.00	0.00	1,500.00	1,500.00	0.00
206-336-807.000	AUDIT FEES	0.00	5,000.00	5,000.00	0.00	100.00
206-336-826.000	LEGAL FEES	1,320.00	5,898.00	10,000.00	4,102.00	58.98
206-336-826.002	TAX TRIBUNAL REFUNDS	0.00	0.00	4,000.00	4,000.00 3,948.00	0.00 21.04
206-336-835.000 206-336-851.000	MEDICAL SERVICES RADIO MAINTENANCE	0.00 0.00	1,052.00 0.00	5,000.00 2,000.00	2,000.00	0.00
206-336-853.000	CELL PHONES	346.09	1,670.24	3,500.00	1,829.76	47.72
206-336-853.001	TELEPHONE STATION 1	269.53	2,128.48	2,000.00	(128.48)	106.42
206-336-853.002	TELEPHONE STATION 2	158.21	571.20	1,200.00	628.80	47.60
206-336-853.003	TELEPHONE STATION 3	158.21	571.20	1,000.00	428.80	57.12
206-336-860.000	MILEAGE	0.00	82.53	0.00	(82.53)	100.00 60.65
206-336-863.001	VEHICLE MAINTENANCE TIRES	12,905.83 0.00	24,259.14 0.00	40,000.00 10,000.00	15,740.86 10,000.00	0.00
206-336-863.002 206-336-864.000	TIRES CONFERENCES & MEETINGS	0.00	1,515.17	5,500.00	3,984.83	27.55
206-336-867.000	GASOLINE	2,770.22	13,350.93	35,000.00	21,649.07	38.15
206-336-903.000	LEGAL NOTICES	0.00	0.00	200.00	200.00	0.00
206-336-910.000	INSURANCE	15,638.86	56,243.44	55,000.00	(1, 243.44)	102.26
206-336-921.001	ELECTRIC STATION 1	1,076.28	6,354.14	13,500.00	7,145.86	47.07
206-336-921.002	ELECTRIC STATION 2	393.00	1,948.90	5,500.00 2,500.00	3,551.10 760.88	35.43 69.56
206-336-921.003 206-336-922.001	ELECTRIC STATION 3 UTILITIES - STATION 1	391.11 0.00	1,739.12 203.85	0.00	(203.85)	100.00
206-336-923.001	HEAT STATION 1	327.34	2,907.67	6,000.00	3,092.33	48.46
206-336-923.002	HEAT STATION 2	61.74	1,364.87	3,000.00	1,635.13	45.50
206-336-923.003	HEAT STATION 3	64.20	1,337.80	3,000.00	1,662.20	44.59
206-336-931.001	MAINTENANCE STATION 1	3,174.15	13,817.25	95,000.00	81,182.75	14.54
206-336-931.002	MAINTENANCE STATION 2	4,143.63	7,511.71	29,000.00	21,488.29 15,171.28	25.90 45.82
206-336-931.003 206-336-933.000	MAINTENANCE STATION 3 EQUIPMENT MAINTENANCE	5,224.57 0.00	12,828.72 4,089.97	28,000.00 15,000.00	10,910.03	27.27
206-336-957.000	SUBSCRIPTIONS	810.00	810.00	6,500.00	5,690.00	12.46
206-336-958.000	MEMBERSHIPS & DUES	0.00	1,249.25	5,000.00	3,750.75	24.99
206-336-960.000	TRAINING	0.00	6,212.79	30,000.00	23,787.21	20.71
206-336-962.000	MISCELLANEOUS	2,678.32	3,527.79	35,000.00	31,472.21	10.08
OTHER		61,112.37	224,498.60	555,150.00	330,651.40	37.50
AQUISTITIONS						
206-336-977.000	EQUIPMENT ACQUISITIONS 04M	12,866.77	40,879.00	0.00	(40,879.00)	100.00
206-336-977.001	SUPPLY ACQUISITIONS 04M	1,433.88	23,511.66	25,000.00	1,488.34	94.05
AQUISTITIONS		14,300.65	64,390.66	25,000.00	(39,390.66)	257.56
	c	333,030.82	1,991,476.85	4,113,940.00	2,122,463.15	48.41
TOTAL EXPENDITURE	δ	333,030.02	1, 221, 470.03	4,113,240.00	2,122,403.13	-10.11
Fund 206 - FIRE: TOTAL REVENUES		1,014.49	4,126,975.01	4,113,940.00	(13,035.01)	13

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 Amended budget	AVAILABLE BALANCE	% BDGT USED
Fund 206 - FIR TOTAL EXPENDIT NET OF REVENUE		<u> </u>	1,991,476.85	4,113,940.00	2,122,463.15 (2,135,498.16)	48.41

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DB: White Lake T	'wp						
GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED	
Fund 207 - POLICE			· · · ·				
Revenues							
REVENUES 207-000-393.000	DESIGNATED FUND BALANCE	0.00	0.00	267,074.00	267,074.00	0.00	
207-000-402.000	TAX COLLECTIONS	0.00	6,474,500.84	6,449,021.00	(25, 479.84)	100.40	
207-000-530.001	GRANTS - OTHER	2,102.92	29,575.98	0.00	(29,575.98)	100.00	
207-000-540.000	SNC (STATE 911) FUNDS	0.00	3,163.00	0.00	(3,163.00)	100.00	
207-000-546.000 207-000-577.000	CRIMINAL JUSTICE TRNG 302 FUNDS LIQUOR LICENSES	0.00 0.00	4,375.62 687.50	4,500.00 11,000.00	124.38 10,312.50	97.24 6.25	
207-000-601.000	LIASON OFFICER REIMBURSEMENT	0.00	55,123.84	40,000.00	(15,123.84)	137.81	
207-000-607.000	SEX OFFENDERS REGISTRY FEE	100.00	1,575.00	1,500.00	(75.00)	105.00	
207-000-608.001	WARRANT PROCESSING FEES	140.00	490.00	800.00 0.00	310.00 (2,300.00)	61.25 100.00	
207-000-626.000 207-000-627.000	COST RECOVERY REVENUE DUPLICATING & PHOTOSTAT	300.00 694.12	2,300.00 3,504.90	1,500.00	(2,004.90)	233.66	
207-000-656.000	ORDINANCE FINES & COSTS	15,922.15	84,298.01	120,000.00	35,701.99	70.25	
207-000-665.000	INTEREST	0.00	88,345.28	20,000.00	(68,345.28)	441.73	
207-000-665.002	INTEREST INCOME-TAX FUND	0.00	0.00	1,500.00	1,500.00	0.00	
207-000-673.000 207-000-684.000	SALE OF FIXED ASSETS CROSSING GUARDS REIMBURSEMENT	0.00 0.00	27,150.00 4,097.68	20,000.00 3,500.00	(7,150.00) (597.68)	135.75 117.08	
207-000-685.000	OAKLAND CTY 911 REIMBURSEMENT	0.00	0.00	5,500.00	5,500.00	0.00	
207-000-695.000	MISCELLANEOUS REVENUE	320.00	2,058.46	1,000.00	(1,058.46)	205.85	
REVENUES		19,579.19	6,781,246.11	6,946,895.00	165,648.89	97.62	
TOTAL REVENUES		19,579.19	6,781,246.11	6,946,895.00	165,648.89	97.62	
Expenditures OTHER							
207-301-730.000	POSTAGE	219.44	448.35	600.00	151.65	74.73	
207-301-801.001	HR SERVICES	0.00	0.00	65,000.00	65,000.00	0.00	
OTHER		219.44	448.35	65,600.00	65,151.65	112.15	
CIVIL SERVICE	NEED C DED DIEN GIVIT OVG	0.00	0.00	1,000.00	1,000.00	0.00	
207-220-710.000 207-220-727.000	FEES & PER DIEM-CIVIL SVC SUPPLIES-CIVIL SVC	0.00	0.00	1,000.00	1,000.00	0.00	
207-220-903.000	LEGAL NOTICES-CIVIL SVC	0.00	0.00	1,000.00	1,000.00	0.00	
CIVIL SERVICE		0.00	0.00	3,000.00	3,000.00	0.00	
SALARIES		0.044.00		100 500 00		40.00	
207-301-705.000 207-301-706.001	SALARIES CHIEF SALARIES LIEUTENANTS	8,344.00 22,467.72	54,134.56 151,107.04	108,500.00 307,570.00	54,365.44 156,462.96	49.89 49.13	
207-301-706.002	SALARIES SERGEANTS	28,005.49	187,814.37	374,400.00	186,585.63	50.16	
207-301-706.003	SALARIES POLICE OFFICERS	119,110.48	774,000.40	1,620,125.00	846,124.60	47.77	
207-301-706.004	SALARIES DISPATCHERS	23,017.31	165,173.60	334,000.00	168,826.40	49.45	
207-301-706.005 207-301-706.006	SALARIES CLERICAL SALARIES CADET	12,001.12 2,250.00	76,226.73 13,832.00	205,800.00 46,800.00	129,573.27 32,968.00	37.04 29.56	
207-301-709.001	OVERTIME	10,802.43	73,544.71	180,000.00	106,455.29	40.86	
207-301-709.002	COURT TIME	1,339.26	4,709.08	30,000.00	25,290.92	15.70	
207-301-709.003 207-301-720.000	SHIFT PREMIUM	0.00 0.00	0.00 0.00	40,000.00 130,440.00	40,000.00 130,440.00	0.00 0.00	
	HOLIDAY PAY			3,377,635.00	1,877,092.51	44.43	
SALARIES		227,337.81	1,500,542.49	3,377,033.00	1,0//,092.31		
PAYROLL BENEFITS 207-301-715.000	SOCIAL SECURITY	16,944.04	114,401.07	258,000.00	143,598.93	4 1.5	

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REVENUE AND EXPENDITURE REPORT FOR WHITE LAKE TOWNSHIP

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DB: White Lake Tw	qw	PERIOD ENDING 06/30	/2023		Section	6, Item A
		ACTIVITY FOR MONTH	YTD BALANCE	2023	AVAILABLE	% BDG
GL NUMBER	DESCRIPTION	06/30/2023	06/30/2023	AMENDED BUDGET	BALANCE	USE
Fund 207 - POLICE						
Expenditures		FF 000 00		750 000 00	440 506 40	40.00
207-301-716.000	HOSP & OPTICAL INSURANCE	55,903.98	307,413.51	750,000.00	442,586.49	40.99
207-301-716.001	RETIREE HOSP & OPTICAL INSURANCE	28,011.55	143,265.04 1,460.10	400,000.00 4,320.00	256,734.96 2,859.90	33.80
207-301-717.000	GROUP LIFE INSURANCE	282.60 65,051.78	401,078.59	765,000.00	363,921.41	52.43
207-301-718.000	PENSION HEALTH CARE SAVINGS PROGRAM	4,802.86	31,119.03	68,200.00	37,080.97	45.6
207-301-718.001 207-301-718.003	OPEB FUNDING	0.00	250,000.00	250,000.00	0.00	100.0
207-301-719.000	WORKERS COMP INSURANCE	16,954.58	28,270.01	58,100.00	29,829.99	48.6
207-301-722.000	UNEMPLOYMENT INSURANCE	96.30	6,652.13	11,340.00	4,687.87	58.6
207-301-724.000	DENTAL INSURANCE	3,471.27	15,589.42	39,200.00	23,610.58	39.7
PAYROLL BENEFITS		191,518.96	1,299,248.90	2,604,160.00	1,304,911.10	49.89
OTHER 207-301-727.000	OFFICE SUPPLIES	525.28	5,098.71	11,000.00	5,901.29	46.3
207-301-741.000	FIRE ARMS, TRNG & RANGE SUPPLIES	0.00	3,365.26	8,000.00	4,634.74	42.0
207-301-744.000	UNIFORMS	194.97	1,347.48	10,000.00	8,652.52	13.4
207-301-744.004	UNIFORM ALLOWANCE PAYOUT	0.00	28,000.00	35,000.00	7,000.00	80.0
207-301-757.000	OPERATING SUPPLIES	1,023.31	3,162.09	12,000.00	8,837.91	26.3
207-301-805.000	SEX OFFENDERS REGISTRY FEE	60.00	930.00	1,500.00	570.00	62.0
07-301-807.000	AUDIT FEES	0.00	4,000.00	4,700.00	700.00	85.2
07-301-818.000	COMPUTER SERVICES	1,331.79	1,331.79	12,000.00	10,668.21	11.1
07-301-826.000	LEGAL FEES-PROSECUTIONS	8,333.00	41,666.32 0.00	101,000.00 8,000.00	59,333.68 8,000.00	41.2
207-301-826.001	TAX TRIBUNAL REFUNDS LEGAL FEES - LABOR RELATED	0.00 1,270.00	3,340.00	30,000.00	26,660.00	11.1
207-301-826.002 207-301-851.000	EQUIPMENT REPAIRS	0.00	396.50	3,000.00	2,603.50	13.2
207-301-853.000	TELEPHONE	2,671.07	9,411.07	15,000.00	5,588.93	62.7
207-301-860.000	MILEAGE	0.00	0.00	1,000.00	1,000.00	0.0
207-301-861.000	WITNESS FEES	0.00	41.50	1,000.00	958,50	4.1
207-301-863.001	VEHICLE MAINTENANCE	1,780.86	11,930.09	45,000.00	33,069.91	26.5
207-301-863.002	TIRES	0.00	3,055.96	4,000.00	944.04	76.4
207-301-864.000	CONFERENCES	1,478.20	4,789.05	7,000.00	2,210.95	68.4
207-301-867.000	GASOLINE	7,155.51	30,671.80	80,000.00	49,328.20	38.3
207-301-903.000	LEGAL NOTICES	0.00	0.00	500.00	500.00	0.0
207-301-910.000	INSURANCE	32,645.75	130,583.00	150,000.00	19,417.00	87.0
207-301-931.001	BLDG MAINTENANCE & SUPPLIES	532.31	3,393.03	15,000.00	11,606.97	22.6
207-301-933.000	EQUIP LEASE/ MAINT CONTRACTS	0.00	14,151.66	55,000.00 6,000.00	40,848.34 5,655.00	25. 5.
207-301-934.000	OFFICE EQUIP MAINTENANCE	0.00 0.00	345.00 860.00	2,000.00	1,140.00	43.0
207-301-958.000 207-301-960.000	MEMBERSHIPS & DUES TRAINING	1,554.00	5,794.25	15,000.00	9,205.75	38.0
207-301-960.001	CRIMINAL JUSTICE TRNG 302 FUNDS	0.00	5,075.62	5,700.00	624.38	89.0
207-301-960.002	SNC (STATE 911) TRAINING FUNDS	1,081.30	2,050.01	5,400.00	3,349.99	37.9
207-301-960.003	TUITION REIMBURSEMENT	0.00	4,289.50	10,000.00	5,710.50	42.9
207-301-961.000	CERT EXPENDITURES	0.00	0.00	2,000.00	2,000.00	0.0
207-301-962.001	MISCELLANEOUS	817.19	2,057.48	8,000.00	5,942.52	25.7
207-301-962.003	EVIDENCE COLLECTION	159.46	891.59	4,000.00	3,108.41	22.2
207-301-976.000	TRANSFER TO OTHER FUNDS	0.00	500,000.00	0.00	(500,000.00)	100.0
OTHER		62,614.00	822,028.76	667,800.00	(154,228.76)	112.1
AQUISTITIONS						
207-301-977.000	EQUIPMENT ACQUISITIONS	12,406.90	162,789.53	200,000.00	37,210.47	81.3
207-301-977.003	ACCREDITATION, SOFTWARE, MTCE	0.00	7,222.59	8,000.00	777.41	90.2
NOUTCONTONIC		12,406.90	170,012.12	208,000.00	37,987.88	81.7
AQUISTITIONS						
CROSSING GUARDS						1

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 Amended Budget	AVAILABLE BALANCE	% BDGT USED
Fund 207 - POLICE Expenditures 207-316-715.000 207-316-719.000 207-316-722.000 CROSSING GUARDS	SOCIAL SECURITY-CROSSING GUARDS WORKERS COMP -CROSSING GUARDS UNEMPLOYMENT INSUR CROSSING GUARDS	134.00 156.00 28.00 2,069.50	746.13 248.45 156.45 10,903.03	1,290.00 600.00 510.00 20,700.00	543.87 351.55 353.55 9,796.97	57.84 41.41 30.68 52.67
TOTAL EXPENDITURES	;	496,166.61	3,803,183.65	6,946,895.00	3,143,711.35	54.75
Fund 207 - POLICE: TOTAL REVENUES TOTAL EXPENDITURES NET OF REVENUES &	3	19,579.19 496,166.61 (476,587.42)	6,781,246.11 3,803,183.65 2,978,062.46	6,946,895.00 6,946,895.00 0.00	165,648.89 3,143,711.35 (2,978,062.46)	97.62 54.75 100.00

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REVENUE AND EXPENDITURE REPORT FOR WHITE LAKE TOWNSHIP

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		ACTIVITY FOR MONTH	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
GL NUMBER	DESCRIPTION	06/30/2023	06/30/2023	AMENDED BODGET	BALANCE	
Fund 208 - PARKS A	AND RECREATION FUND					
Revenues						
REVENUES						
208-000-393.000	FUND BALANCE - DESIGNATED	0.00	0.00	903,746.00	903,746.00	0.00
208-000-402.000	PARKS AND RECREATION TAX COLLECTIONS	0.00	392,935.78	385,254.00	(7,681.78)	101.99
208-000-652.000	FIELD RENTAL	1,295.00	6,505.00	7,000.00	495.00	92.93
208-000-665.000	INTEREST	0.00	9,449.62	4,000.00	(5,449.62)	236.24
208-000-695.000	MISCELLANEOUS REVENUE	0.00	5,000.00	0.00	(5,000.00)	100.00
REVENUES		1,295.00	413,890.40	1,300,000.00	886,109.60	31.84
TOTAL REVENUES	-	1,295.00	413,890.40	1,300,000.00	886,109.60	31.84
Expenditures						
EXPENSES						
208-000-710.000	FEE'S AND PER DIEM	0.00	125.00	2,900.00	2,775.00	4.31
208-000-715.000	SOC SEC & MEDICARE TAX	0.00	0.00	250.00	250.00	0.00
208-000-720.000	EVENT EXPENSES	0.00	1,068.89	12,000.00	10,931.11	8.91
208-000-722.000	MI UNEMPLOYMENT TAX	0.00	0.00	50.00	50.00	0.00
208-000-801.000	PROFESSIONAL SERVICES	0.00	6,914.80	35,000.00	28,085.20	19.76
208-000-903.000	LEGAL PUBLICATIONS	0.00	0.00	300.00	300.00	0.00
208-000-910.000	INSURANCE	1,151.11	4,604.14	5,200.00	595.86	88.54
208-000-921.000	ELECTRIC JUDY HAWLEY PARK	104.80	180.51	1,000.00	819.49	18.05
208-000-921.001	ELECTRIC - VETTER PARK	30.67	189.50	1,000.00	810.50	18.95
208-000-922.000	UTILITIES- PARKS	300.00	1,300.00	3,500.00	2,200.00	37.14 13.66
208-000-931.001	GROUNDS MAINTENANCE	4,140.00	6,828.98	50,000.00	43,171.02	0.00
208-000-932.000	PARK EQUIPMENT	0.00	0.00	25,000.00 800.00	25,000.00 800.00	0.00
208-000-958.000	MEMBERSHIPS AND DUES	0.00 1,100.00	1,100.00	3,000.00	1,900.00	36.67
208-000-962.000 208-000-972.000	MISCELLANEOUS PATHWAY PROJECTS	0.00	0.00	600,000.00	600,000.00	0.00
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	2,600.00	95,350.36	550,000.00	454,649.64	17.34
EXPENSES		9,426.58	117,662.18	1,300,000.00	1,182,337.82	9.05
evrenses		9,420.00	117,002.10	1,300,000.00	1,102,331.02	5.05
	-	9,426.58	117,662.18	1,300,000.00	1,182,337.82	9.05
TOTAL EXPENDITURE	5	9,420.30	117,002.10	1,300,000.00	1,102,337.02	9.03
	AND RECREATION FUND:	1.005.00	412 000 40	1 200 000 00	006 100 60	21 04
TOTAL REVENUES TOTAL EXPENDITURE	S	1,295.00 9,426.58	413,890.40 117,662.18	1,300,000.00 1,300,000.00	886,109.60 1,182,337.82	31.84 9.05
NET OF REVENUES &		(8,131.58)	296,228.22	0.00	(296,228.22)	100.00
NEI OF KEVENUES &	CULDITIONEO	(0,131,30)	230,220.22	0.00	(200,220,22)	100.0

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User: EHomeister DB: White Lake T	ам	PERIOD ENDING 06	6/30/2023		Section	n 6, Item A.
bb. miree have i		ACTIVITY FOR				
GL NUMBER	DESCRIPTION	MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 249 - BUILDIN	G DEPARTMENT FUND					
Revenues REVENUES						
249-000-393.000	FUND BALANCE - DESIGNATED	0.00	0.00	68,368.00	68,368.00	0.00
REVENUES		0.00	0.00	68,368.00	68,368.00	0.00
BUILDING REVENUE						
249-000-452.000	CONTRACTORS GENERAL LICENSES	380.00	2,140.00	4,500.00	2,360.00	47.56
249-000-453.000	ELECTRICAL LICENSES	280.00	1,540.00	2,500.00	960.00	61.60
249-000-454.000	HEATING LICENSES	90.00	690.00	1,400.00	710.00 (288.00)	49.29 215.20
249-000-455.000	PLUMBING LICENSES	8.00 46,192.00	538.00 180,136.54	250.00 400,000.00	219,863.46	45.03
249-000-477.000 249-000-478.000	BUILDING PERMITS ELECTRICAL PERMITS	8,348.00	36,545.00	90,000.00	53,455.00	40.61
249-000-479.000	HEATING PERMITS	9,060.00	42,795.00	140,000.00	97,205.00	30.57
249-000-480.000	PLUMBING PERMITS	3,990.00	19,639.00	50,000.00	30,361.00	39.28
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	1,531.50 19,066.00	8,000.00 20,000.00	6,468.50 934.00	19.14 95.33
249-000-622.000 249-000-665.000	RENTAL REGISTRATION FEE INTEREST	1,400.00 0.00	24,445.14	0.00	(24,445.14)	100.00
249-000-695.000	MISCELLANEOUS REVENUE	4,200.00	14,000.00	5,000.00	(9,000.00)	280.00
BUILDING REVENUE		73,948.00	343,066.18	756,650.00	413,583.82	45.34
				·		
TOTAL REVENUES		73,948.00	343,066.18	825,018.00	481,951.82	41.58
		,				
Expenditures SALARIES						
249-000-706.001	SALARIES BLDG OFFICIAL	7,122.90	46,024.44	92,600.00	46,575.56	49.70
249-000-706.002	SALARIES CLERICAL	8,969.01	57,203.49	116,918.00	59,714.51	48.93
249-000-706.003	CONTRACT BLDG INSPECTORS	4,280.00	26,200.00	65,000.00	38,800.00	40.31 2.93
249-000-706.005	BUILDING INSPECTOR	0.00 3,619.50	1,760.00 20,280.90	60,000.00 75,000.00	58,240.00 54,719.10	2.93
249-000-707.000 249-000-707.001	ELECTRICAL INSPECTOR PLUMBING/MECHANICAL INSPECTOR	-	31,084.40	125,000.00	93,915.60	24.87
249-000-709.000	OVERTIME	0.00	0.00	2,000.00	2,000.00	0.00
SALARIES		29,137.71	182,553.23	536,518.00	353,964.77	34.03
DAVDOLI DENETTOS						
PAYROLL BENEFITS 249-000-715.000	SOCIAL SECURITY	1,205.52	7,587.23	20,800.00	13,212.77	36.48
249-000-716.000	HOSP & OPTICAL INSURANCE	10,209.25	31,025.62	80,000.00	48,974.38	38.78
249-000-717.000	GROUP LIFE INSURANCE	23.55	117.75	435.00	317.25	27.07
249-000-718.000	PENSION	1,025.07	6,865.14	25,000.00	18,134.86	27.46
249-000-718.001	HEALTH CARE SAVINGS PROGRAM	300.00	1,800.00	4,800.00	3,000.00	37.50
249-000-718.002	OPEB FUNDING	0.00	50,000.00	50,000.00 2,570.00	0.00 1,432.71	$100.00 \\ 44.25$
249-000-719.000 249-000-722.000	WORKERS COMP INSURANCE UNEMPLOYMENT INSURANCE	740.75 0.00	1,137.29 494.27	685.00	190.73	72.16
249-000-724.000	DENTAL INSURANCE	324.35	1,452.51	4,310.00	2,857.49	33.70
PAYROLL BENEFITS		13,828.49	100,479.81	188,600.00	88,120.19	53.28
EXPENSES						
249-000-727.000	OFFICE SUPPLIES	32.90	2,188.21	3,000.00	811.79	72.94
249-000-730.000	POSTAGE	218.28	502.72	600.00	97.28	8
249-000-757.000	OPERATING SUPPLIES	0.00	325.45	2,500.00	2,174.55 30,050.00	1: 19 2
249-000-801.000	PROFESSIONAL FEES	45.00	9,950.00	40,000.00	30,030.00	4

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		PERIOD ENDING 06/3	Section	n 6, Item A.		
GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
	NG DEPARTMENT FUND					
Expenditures 249-000-801.001 249-000-801.002 249-000-853.000 249-000-853.000 249-000-864.000 249-000-867.000 249-000-910.000 249-000-958.000 249-000-958.000 249-000-958.000 249-000-960.000 249-000-961.000 249-000-971.000 249-000-977.000 EXPENSES	HR SERVICES RENTAL INSPECTIONS AUDIT FEES CELLULAR PHONE VEHICLE MAINTENANCE CONFERENCES & MEETINGS GASOLINE INSURANCE SUBSCRIPTIONS MEMBERSHIPS & DUES TRAINING MISCELLANEOUS TECHNOLOGY EQUIPMENT EQUIPMENT ACQUISITIONS	$\begin{array}{c} 0.00\\ 240.00\\ 0.00\\ 214.04\\ 0.00\\ 71.33\\ 1,156.49\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.$	$\begin{array}{c} 0.00\\ 3,520.00\\ 3,500.00\\ 1,102.59\\ 2,469.98\\ 0.00\\ 362.42\\ 4,625.96\\ 145.00\\ 360.00\\ 0.00\\ 0.00\\ 2,248.16\\ 0.00\\ 31,300.49\end{array}$	$\begin{array}{c} 5,000.00\\ 6,000.00\\ 3,500.00\\ 1,500.00\\ 1,500.00\\ 2,000.00\\ 1,500.00\\ 3,800.00\\ 500.00\\ 800.00\\ 2,000.00\\ 700.00\\ 20,000.00\\ 5,000.00\\ 99,900.00\\ \end{array}$	$\begin{array}{c} 5,000.00\\ 2,480.00\\ 0.00\\ 397.41\\ (969.98)\\ 2,000.00\\ 1,137.58\\ (825.96)\\ 355.00\\ 440.00\\ 2,000.00\\ 700.00\\ 17,751.84\\ 5,000.00\\ 68,599.51 \end{array}$	$\begin{array}{c} 0.00\\ 58.67\\ 100.00\\ 73.51\\ 164.67\\ 0.00\\ 24.16\\ 121.74\\ 29.00\\ 45.00\\ 0.00\\ 0.00\\ 0.11.24\\ 0.00\\ 31.33\end{array}$
TOTAL EXPENDITURE	S	45,571.79	314,333.53	825,018.00	510,684.47	38.10
TOTAL REVENUES TOTAL EXPENDITURE		73,948.00 45,571.79 28,376.21	343,066.18 314,333.53 28,732.65	825,018.00 825,018.00 0.00	481,951.82 510,684.47 (28,732.65)	41.58 38.10 100.00
NET OF REVENUES &	EVEFNDIIOKES	20,370.21	201152.05	0.00	(20) (02100)	200.00

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DB: White Lake 1	Гwр	PERIOD ENDING 06/30/	2023			10, 101171
	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDG USE
GL NUMBER	DESCRIPTION	0075072025		MILINDE DODOLI	Brithmon	
Fund 591 - WATER						
Revenues REVENUES						
591-000-393.000	FUND BALANCE - DESIGNATED	0.00	0.00	715,563.00	715,563.00	0.00
591-000-445.000	PENALTIES	0.00	4,556.20	10,412.00	5,855.80	43.76
591-000-530.000	GRANT REVENUE	2,034.88	2,034.88	15,000.00	12,965.12	13.57
591-000-626.000	METERS	5,321.32	13,171.53	20,500.00	7,328.47	64.25
591-000-627.000	METER INSTALLATIONS	975.00	2,550.00 469,907.67	4,044.00 1,050,759.00	1,494.00 580,851.33	63.06 44.72
591-000-642.000	WATER	847.38 1,025.00	2,750.00	6,751.00	4,001.00	44.72
591-000-650.000 591-000-650.001	MISC SERVICE CHARGES SPRINKLER SYSTEM	600.00	10,700.00	2,080.00	(8,620.00)	514.42
591-000-665.000	INTEREST EARNED	0.00	18,546.00	2,500.00	(16,046.00)	741.84
591-000-665.004	INTEREST - CAPITAL FUND	0.00	23,449.88	10,000.00	(13,449.88)	234.50
591-000-665.011	INTEREST INCOME M59 EAST (7)	0.00	710.09	3,600.00	2,889.91	19.72
591-000-665.014	INTEREST INCOME NORDIC DRIVE WAT MAIN	0.00	0.00	2,069.00	2,069.00	0.00
591-000-665.015	INTEREST INCOME SIGNED AGREEMENTS	0.00	43.92	3,216.00	3,172.08 17,000.00	1.37 32.00
591-000-673.000	SALE OF FIXED ASSETS CONNECTION FEES	8,000.00 29,575.00	8,000.00 68,582.00	25,000.00 126,492.00	57,910.00	54.22
591-000-674.001 591-000-674.010	NEW RESIDENTIAL CONST WATER USE FEE	1,144.00	3,224.00	8,000.00	4,776.00	40.30
591-000-695.000	MISCELLANEOUS INCOME	0.00	61.73	4,000.00	3,938.27	1.54
591-000-696.002	DWRF LOAN REIMBURSEMENTS	0.00	0.00	7,671,226.00	7,671,226.00	0.00
591-000-699.000	SEWER ADMIN FEES	0.00	0.00	240,000.00	240,000.00	0.00
REVENUES	—	49,522.58	628,287.90	9,921,212.00	9,292,924.10	6.33
TOTAL REVENUES		49,522.58	628,287.90	9,921,212.00	9,292,924.10	6.33
Expenditures						
OFFICE SUPPLIES						
591-000-727.000	OFFICE SUPPLIES	83.03	1,219.84	9,184.00	7,964.16	13.28
591-000-730.000	POSTAGE	105.60	2,419.04	4,650.00	2,230.96	52.02
OFFICE SUPPLIES		188.63	3,638.88	13,834.00	10,195.12	26.30
OTHER 591-000-958.000	DUES & MISC	960.00	4,102.81	6,939.00	2,836.19	59.13
591-000-960.000	EDUCATION & TRAINING	0.00	1,190.00	2,974.00	1,784.00	40.01
591-000-962.000	MISCELLANEOUS	45.00	504.72	11,461.00	10,956.28	4.40
591-000-968.000	DEPRECIATION WATER SYSTEM	0.00	0.00	355,000.00	355,000.00	0.00
591-000-969.000	DEPRECIATION & AMORTIZATION	0.00	0.00	80,000.00	80,000.00	0.00
591-000-972.000	CAPITAL OUTLAY WATER SYSTEM	0.00 0.00	0.00 6,687.50	7,671,226.00 12,650.00	7,671,226.00 5,962.50	52.8
591-000-976.000 591-000-976.001	BOND INTEREST-DWRF TRANSFER TO OTHER FUNDS	0.00	250,000.00	0.00	(250,000.00)	100.00
591-000-977.000	VEHICLES	0.00	0.00	60,000.00	60,000.00	0.00
591-000-981.000	CAPITAL OUTLAY VEHICLES	0.00	400.00	0.00	(400.00)	100.00
591-000-991.001	PRINCIPAL COPIER LEASE	0.00	740.00	1,650.00	910.00	44.85
591-000-995.000	MISC SERVICE CHARGES	0.00	1,032.00	2,317.00	1,285.00	44.54
591-000-995.001	WELL HEAD PROTECTION PROGRAM	982.00	5,813.91	30,000.00 200.00	24,186.09 200.00	19.38 0.00
591-000-995.002	INTEREST COPIER LEASE	0.00	0.00			3.62
OTHER		1,987.00	270,470.94	8,234,417.00	7,963,946.06	3.02
SALARIES 591-000-703.000	MANAGER SALARIES	8,113.50	52,638.83	105,500.00	52,861.17	49 8
591-000-706.000	WAGES CLERICAL	8,085.77	52,328.13	106,545.00	54,216.87	4
591-000-707.000	WAGES MAINTENANCE	10,286.56	62,451.71	141,150.00	78,698.29	4 21
		3,633.00	6,212.87	10,000.00	3,787.13	62

NUE AND EXPENDITURE REPORT FOR WHITE LAKE TOWNSHIP

06/30/2023 02:14 PM User: EHomeister

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User: EHomeister DB: White Lake Twp		PERIOD ENDING 06/30/		Section 6,		
GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 06/30/2023	YTD BALANCE 06/30/2023	2023 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 591 - WATER						
Expenditures			500.00	4 000 00	2 270 10	10.05
591-000-707.002	WEEKEND ON CALL WATER OPERATOR	137.15 565.76	729.82 8,354.85	4,000.00 5,000.00	3,270.18 (3,354.85)	18.25 167.10
591-000-709.000 SALARIES	WAGES OVERTIME	30,821.74	182,716.21	372,195.00	189,478.79	49.09
JALIAN153		567622177	100, 120,002			
PAYROLL BENEFITS					14 074 00	40.00
591-000-715.000	SOCIAL SECURITY	2,325.04	14,225.92 44,770.05	28,500.00 120,420.00	14,274.08 75,649.95	49.92 37.18
591-000-716.000	HOSP & OPTICAL INSURANCE	7,216.07 54.95	211.95	650.00	438.05	32.61
591-000-717.000 591-000-718.000	GROUP LIFE INSURANCE PENSION	1,679.44	10,382.13	46,500.00	36,117.87	22,33
591-000-718.001	HEALTH CARE SAVINGS PLAN	600.00	3,500.00	7,200.00	3,700.00	48.61
591-000-719.000	WORKERS COMP INSURANCE	2,120.01	3,415.43	8,400.00	4,984.57	40.66
591-000-720.000	OTHER POST RETIREMENT BENEFITS	0.00	70,000.00	70,000.00	0.00	100.00
591-000-722.000 591-000-724.000	UNEMPLOYMENT INSURANCE DENTAL INSURANCE	64.90 527.60	1,282.30 2,221.83	1,900.00 4,200.00	617.70 1,978.17	67.49 52.90
PAYROLL BENEFITS	DENTAL INSURANCE	14,588.01	150,009.61	287,770.00	137,760.39	52.13
OTHER		0.00	420.75	800.00	379.25	52.59
591-000-976.005 591-000-976.006	BOND INTEREST NORDIC DR MAIN 2022 DWRF BOND INTEREST	0.00 0.00	420.75	0.00	(27,472.84)	100.00
OTHER	2022 BWAL BOND INTEREDI	0.00	27,893.59	800.00	(27,093.59)	3.62
OPERATING EXPENSES		17 76	2 202 42	9,426.00	6,102.57	35.26
591-000-740.000	OPERATING SUPPLIES	17.76 618.71	3,323.43 4,227.44	9,428.00	5,248.56	44.61
591-000-744.000 591-000-745.000	SAFETY GEAR AND CLOTHING SYSTEM CHEMICALS	11,463.00	28,819.50	53,410.00	24,590.50	53.96
591-000-748.000	TESTING WATER SYSTEMS	1,634.50	7,098.61	16,813.00	9,714.39	42.22
591-000-750.000	OPERATING SUPPLIES METERS	6,404.15	10,099.31	34,712.00	24,612.69	29.09
591-000-750.001	OPERATING SUPP METER TRANSMITT	0.00	10,012.95	20,798.00	10,785.05	48.14
591-000-755.000	OPERATING SUPPLIES TOOLS	683.73	3,803.78	12,270.00	8,466.22 5,000.00	31.00 0.00
591-000-801.000	FINANCIAL CONSULT FEES	0.00 0.00	0.00 0.00	5,000.00 9,500.00	9,500.00	0.00
591-000-801.001 591-000-802.000	HR SERVICES ENG & ARCH FEES	3,053.75	20,030.75	74,823.00	54,792.25	26.77
591-000-803.000	IRON FILTRATION EXPENSES	0.00	9,247.82	36,706.00	27,458.18	25.19
591-000-807.000	ACCOUNTING & AUDITING	0.00	4,000.00	4,400.00	400.00	90.91
591-000-818.000	CONTRACTED SERVICES	3,382.56	11,684.98	55,736.00	44,051.02	20.96
591-000-826.000	ATTORNEY FEES	0.00	449.50	7,061.00	6,611.50	6.37 32.55
591-000-853.000	TELEPHONE/CELL PHONE SERVICES	446.80 1,116.19	2,487.04 3,836.32	7,641.00 6,296.00	5,153.96 2,459.68	60.93
591-000-867.000 591-000-903.000	GASOLINE/FUEL LEGAL NOTICES	287.14	287.14	2,402.00	2,114.86	11.95
591-000-911.000	GENERAL LIAB INSURANCE	7,215.40	28,861.60	35,000.00	6,138.40	82.46
OPERATING EXPENSES		36,323.69	148,270.17	401,470.00	253,199.83	36.93
MAINTENANCE 591-000-863.000	REPAIRS & MAINT VEHICLES	1,308.20	5,281.45	5,330.00	48.55	99.09
591-000-931.000	REPAIR & MAINT BLDG & EQUIP	2,805.69	94,526.67	380,178.00	285,651.33	24.86
591-000-931.001	GROUND MAINTENANCE	0.00	0.00	18,000.00	18,000.00	0.00
591-000-934.000	REPAIR & MAINT WATER SYSTEM	401.68	14,648.62	45,315.00	30,666.38	32.33
591-000-934.001	REPAIR & MAINT TOWER 1	0.00	7,300.00	5,000.00	(2,300.00)	146.00
591-000-934.002	REPAIR & MAINT TOWER 2	0.00	8,750.25 0.00	5,000.00 1,200.00	(3,750.25) 1,200.00	175.01 0.00
591-000-935.000	REPAIR METERS	0.00				2
MAINTENANCE		4,515.57	130,506.99	460,023.00	329,516.01	2 22

06/30/2023 02:14 User: EHomeister	£	EXPENDITURE REPORT FOF PERIOD ENDING 06/30		P	Page: 21/21 Section	n 6, Item A
DB: White Lake T	ľwp		72025			
		ACTIVITY FOR MONTH	YTD BALANCE	2023	AVAILABLE	% BDG7
GL NUMBER	DESCRIPTION	06/30/2023	06/30/2023	AMENDED BUDGET	BALANCE	USEI
Fund 591 - WATER						
Expenditures						
JTILITIES						
91-000-921.000	ELECTRICITY TOWER	54.96	444.40	902.00	457.60	49.27
91-000-921.001	ELECTRICITY TL	2,079.62	5,585.51	15,940.00	10,354.49	35.04
91-000-921.002	ELECTRICITY HILLVIEW	1,466.20	3,204.37	18,085.00	14,880.63	17.72
91-000-921.004	ELECTRICITY VILLAGE ACRES	6,146.40	19,785.02	50,804.00	31,018.98	38.94
91-000-921.006	ELECTRICITY GRASS LAKE	0.00	8,916.42	50,804.00	41,887.58	17.55
91-000-921.007	ELECTRICITY TOWER #2	0.00	712.84	1,430.00	717.16	49.85
91-000-921.008	ELECTRICITY-HURONDALE	224.87	1,538.87	3,577.00 312.00	2,038.13 120.62	43.0
91-000-921.010	ELECTRICITY 933 WILLIAMS-HURONDALE	18.95 49.49	191.38 540.64	1,088.00	547.36	49.69
91-000-923.001 91-000-923.002	GAS TWIN LAKES GAS HILLVIEW	33.97	485.56	901.00	415.44	53.89
91-000-923.002 91-000-923.004	GAS HILLVIEW GAS GRASS LAKE	174.49	1,109.57	1,143.00	33.43	97.08
591-000-923.004	GAS GRASS LARE GAS VILLAGE ACRES-SATELITE RD	118.93	1,980.34	5,717.00	3,736.66	34.64
	GAP AIDINGE KOVED PAIETILE VD	10,367.88	44,494.92	150,703.00	106,208.08	29.52
JTILITIES		10,307.00	44,494.92	130,703.00	100,200.00	29.52
TOTAL EXPENDITURE		98,792.52	958,001.31	9,921,212.00	8,963,210.69	9.66
Fund 591 - WATER:				0 001 010 00	0 000 004 10	c
TOTAL REVENUES		49,522.58	628,287.90	9,921,212.00	9,292,924.10	6.33 9.66
OTAL EXPENDITURE	S -	98,792.52	958,001.31	9,921,212.00	8,963,210.69	
ET OF REVENUES &	EXPENDITURES	(49,269.94)	(329,713.41)	0.00	329,713.41	100.00
		100,000,05	15 010 641 00	00.074.700.00	14 064 007 00	E1 0
TOTAL REVENUES -		192,826.25	15,210,641.08	29,274,729.00	14,064,087.92	51.9 34.4
OTAL EXPENDITURE	S - ALL FUNDS	1,338,470.17	10,074,991.12	29,274,729.00	19,199,737.88	34.

(1,145,643.92)

NET OF REVENUES & EXPENDITURES

5,135,649.96

(5,135,649.96) 100.00

0.00

Section 6, Item B.

Check Date	Bank	Check #	Payee	Description	GL #	Account Name	Amount
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBL	101-000-080.962	DUE FROM WATER MISCEL	600.00
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBU	101-000-232.005	PAY DEDUCT HOSP	700.58
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBU	101-171-718.001	HEALTH CARE SAVINGS PRI	288.92
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBU	101-209-718.001	HEALTH CARE SAVINGS PR	300.00
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBU	101-215-718.001	HEALTH CARE SAVINGS PR	632.02
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBL	101-253-718.001	HEALTH CARE SAVINGS PRI	396.40
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBU	101-265-718.001	HEALTH CARE SAVINGS PR	100.00
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBL	101-402-718.001	HEALTH CARE SAVINGS PR	200.00
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBU	101-757-718.001	HEALTH CARE SAVINGS PR	100.00
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBL	J 206-000-232.005	PAY DEDUCT HOSP	1,975.48
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBL	y 206-336-718.002	HEALTH CARE SAVINGS PL/	2,304.73
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBL	J 207-000-232.005	PAY DEDUCT HOSP	3,748.39
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBU	5 207-301-718.001	HEALTH CARE SAVINGS PR	4,473.12
06/01/2023	GEN	92368	ALERUS FINANICAL	05/01/23-05/31/23 EE & ER HCSP CONTRIBU	249-000-718.001	HEALTH CARE SAVINGS PR	300.00
06/01/2023	GEN	92369	ALL TYPE LAWN CARE	ORDINANCE ENF CUTS	101-372-955.000	ORDINANCE ENFORCEMEN	450.00
06/01/2023	GEN	92370	AMAZON	BINDER CLIPS, RECEIPT BOOK, ENVELOPES	207-301-727.000	OFFICE SUPPLIES	126.00
06/01/2023	GEN	92371	AUTOZONE	DEX-COOL, SHOPPRO	206-336-863.001	VEHICLE MAINTENANCE	73.64
06/01/2023	GEN	92372	BASIC	04/01/23-04/30/23 FSA PLAN ADMIN (37)	101-299-956.000	UNALLOCATED MISCELLAN	172.79
06/01/2023	GEN	92373	BOUND TREE MEDICAL LLC.	CURAPLEX, CAT, GLUCOSE, TAPE BARRIOR	206-336-767.000	MEDICAL SUPPLIES	199.48
06/01/2023	GEN	92374	COMCAST	DUBLIN 06/01/23-06/30/23 CHARGES	101-757-751.000	SENIOR ACTIVITIES	332.19
06/01/2023	GEN	92375	COMCAST	05/24/23-06/23/23 STA #1 SERVICES	206-336-757.000	OPERATING SUPPLIES	213.84
06/01/2023	GEN	92376	COMCAST	06/06/23-07/05/23 - STA #2 MONTHLY CHAF	206-336-757.000	OPERATING SUPPLIES	324.53
06/01/2023	GEN	92377	CONSUMERS ENERGY	04/26/23-05/24/23 7525 HIGHLAND CHARGI	101-265-923.000	HEAT TWP HALL	248.12
06/01/2023	GEN	92377	CONSUMERS ENERGY	04/26/23-05/24/23 7500 HIGHLAND CHARGI	101-269-923.001	HEAT COMM HALL	60.12
06/01/2023	GEN	92377	CONSUMERS ENERGY	04/26/23-05/24/23 9180 HIGHLAND CHARGI	E: 101-269-923.004	HEAT FISK	49.86
06/01/2023	GEN	92377	CONSUMERS ENERGY	04/26/23-05/24/23 7527 HIGHLAND CHARGI	101-269-923.011	GAS-TWP ANNEX	192.75
06/01/2023	GEN	92377	CONSUMERS ENERGY	04/26/23-05/24/23 685 UNION CHARGES	101-757-923.000	HEAT	107.50
06/01/2023	GEN	92377	CONSUMERS ENERGY	04/26/23-05/24/23 7420 HIGHLAND CHARGI	206-336-923.001	HEAT STATION 1	327.34
06/01/2023	GEN	92377	CONSUMERS ENERGY	04/26/23-05/24/23 860 ROUND LK CHARGES	206-336-923.002	HEAT STATION 2	61.74
06/01/2023	GEN	92378	DARWEL ENTERPRISES LLC	PD, MONTHLY CHARGES	207-301-931.001	BLDG MAINTENANCE & SU	105.82
06/01/2023	GEN	92379	DLZ MICHIGAN, INC.	903 RESERVE PLOT PLAN REVIEW	249-000-801.000	PROFESSIONAL FEES	250.00
06/01/2023	GEN	92379	DLZ MICHIGAN, INC.	900 RESERVE PLOT PLAN REVIEW	249-000-801.000	PROFESSIONAL FEES	250.00
06/01/2023	GEN	92379	DLZ MICHIGAN, INC.	336 SANDHILL CRT PLOT PLAN REVIEW	249-000-801.000	PROFESSIONAL FEES	250.00
06/01/2023	GEN	92379	DLZ MICHIGAN, INC.	267 SANDHILL CRT PLOT PLAN REVIEW	249-000-801.000	PROFESSIONAL FEES	250.00
06/01/2023	GEN	92379	DLZ MICHIGAN, INC.	150 DANSFORTH PLOT PLAN REVIEW	249-000-801.000	PROFESSIONAL FEES	250.00
06/01/2023	GEN	92379	DLZ MICHIGAN, INC.	9562 MANDON PLOT PLAN REVIEW	249-000-801.000	PROFESSIONAL FEES	250.00
06/01/2023	GEN	92380	DTE ENERGY	7500 HIGHLAND 04/20/23-05/18/23 CHARG			48.93
06/01/2023	GEN	92380	DTE ENERGY	9180 HIGHLAND RD 04/20/23-05/18/23 CHA	F 101-269-921.004	ELECTRIC FISK	20.73
06/01/2023	GEN	92380	DTE ENERGY	6190 WHITE LAKE RD 04/20/23-05/18/23 CH	/ 101-276-921.001	ELECTRIC WHITE LAKE	30.11
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JUNE 2023 CHECK I	DISBURSE	MENTS					Section 6, Item B.
Check Date	Bank	Check #	Payee	Description	GL#	Account Name	Amount
06/01/2023	GEN	92380	DTE ENERGY	685 UNION LK RD 04/20/23-05/18/23 CHARG	101-757-921.000	ELECTRIC	501.61
06/01/2023	GEN	92380	DTE ENERGY	7440 HIGHLAND RD 04/20/23-05/18/23 CHAF	206-336-921.001	ELECTRIC STATION 1	879.31
06/01/2023	GEN	92380	DTE ENERGY	7422 HIGHLAND RD 04/20/23-05/18/23 CHAF	206-336-921.001	ELECTRIC STATION 1	20.84
06/01/2023	GEN	92380	DTE ENERGY	7420 HIGHLAND HIGHLAND RD 04/20/23-05/	206-336-921.001	ELECTRIC STATION 1	43.05
06/01/2023	GEN	92380	DTE ENERGY	4870 ORMOND RD 04/20/23-05/18/23 CHAR(206-336-921.003	ELECTRIC STATION 3	252.21
06/01/2023	GEN	92381	EMERGENCY VEHICLES PLUS	E-1, REBUILD PUMP AIR PRIMER	206-336-863.001	VEHICLE MAINTENANCE	370.81
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	101-000-080.716	DUE FROM WATER HOSPIT	74.64
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	101-171-716.000	HOSP & OPTICAL INSURAN	44.06
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	101-192-716.000	HOSP & OPTICAL INSURAN	10.38
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	101-209-716.000	HOSP & OPTICAL INSURAN	58.00
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	101-215-716.000	HOSP & OPTICAL INSURAN	44.06
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	101-253-716.000	HOSP & OPTICAL INSURAN	44.06
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	101-265-716.000	HOSP & OPTICAL INSURAN	9.87
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	101-372-716.000	HOSP & OPTICAL INSURAN	14.50
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	101-402-716.000	HOSP & OPTICAL INSURAN	29.56
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	101-757-716.000	HOSP & OPTICAL INSURAN	15.06
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	101-863-730.000	RETIREE HEALTH INSURAN	92.40
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	206-336-716.000	HOSP & OPTICAL INSURAN	250.37
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	206-336-716.002	RETIREE HEALTH CARE PRE	39.99
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	207-301-716.000	HOSP & OPTICAL INSURAN	488.78
06/01/2023	GEN	92382	FIDELITY SECURITY LIFE INS/EYEME	JUNE PREMIUMS	207-301-716.001	RETIREE HOSP & OPTICAL I	222.08
06/01/2023	GEN	92383	FIRE SAVVY CONSULTANTS	(55) FIRE ALARM SYSTEM PLAN REVIEW ROSS	249-000-801.000	PROFESSIONAL FEES	900.00
06/01/2023	GEN	92384	FLAGSTAR BANK	04/13/23-05/11/23 -MONTHLY CHARGES	101-000-080.863	DUE FROM WATER VEHICL	** VOIDED **
06/01/2023	GEN	92385	GALLS, LLC	HOLLAND, ROCKY LEATHER ZIPPER BOOT	206-336-744.000	UNIFORMS	178.99
06/01/2023	GEN	92386	HOME DEPOT CREDIT SERVICES	FD, MONTHLY CHARGES	206-336-931.001	MAINTENANCE STATION 1	78.92
06/01/2023	GEN	92386	HOME DEPOT CREDIT SERVICES	FD, MONTHLY CHARGES	206-336-931.002	MAINTENANCE STATION 2	207.43
06/01/2023	GEN	92386	HOME DEPOT CREDIT SERVICES	FD, MONTHLY CHARGES	206-336-931.003	MAINTENANCE STATION 3	1,199.65
06/01/2023	GEN	92387	HOUSTON'S LAWN SERVICE	APRIL 22-MAY 28 MONTHLY CHARGES	101-276-932.000	CEMETERY MAINT	3,261.00
06/01/2023	GEN	92388	HURON CEMETERY MAINTENANCE	INSTALL FOUNDATION/CREMAINS BURIAL	101-276-935.000	CEMETERY-GRAVESITE OPE	500.00
06/01/2023	GEN	92388	HURON CEMETERY MAINTENANCE	INSTALL FOUNDATION/CREMAINS BURIAL	101-276-936.000	CEMETERY FOUNDATIONS,	441.60
06/01/2023	GEN	92389	INKPRESSIONS	SETTECERRI, SHIRTS, 1/4 ZIP	206-336-744.000	UNIFORMS	88.20
06/01/2023	GEN	92390	J&B MEDICAL SUPPLY INC	FLOWSAFE CPAP SYSTEM, GLUCOSE STRIPS, N	206-336-767.000	MEDICAL SUPPLIES	428.50
06/01/2023	GEN	92391	KIM PATTON	PATTON, REIMBURSE 121.7 MILES	101-253-860.000	MILEAGE	159.42
06/01/2023	GEN	92392	LENNY'S HOME SERVICE INC.	181 HIGHLAND TERR REPLACE DOOR	101-000-087.274	DUE FROM CDBG	1,700.00
06/01/2023	GEN	92392	LENNY'S HOME SERVICE INC.	181 HIGHLAND TERR REPLACE DOOR	274-000-080.000	DUE FROM COUNTY	1,700.00
06/01/2023	GEN	92392	LENNY'S HOME SERVICE INC.	181 HIGHLAND TERR REPLACE DOOR	274-000-214.101	DUE TO GENERAL FUND	(1,700.00)
06/01/2023	GEN	92392	LENNY'S HOME SERVICE INC.	181 HIGHLAND TERR REPLACE DOOR	274-000-683.000	CDBG REVENUE	(1,700.00)
06/01/2023	GEN	92392	LENNY'S HOME SERVICE INC.	181 HIGHLAND TERR REPLACE DOOR		MINOR HOME REPAIR	1,700.00
06/01/2023	GEN	92393	MACQUEEN EMERGENCY	(37) SCBA FLOW TESTING, (1) FACEPIECE FLO	206-336-933.000	EQUIPMENT MAINTENANC	2,335.00

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Check Date	Bank	Check #	Payee	Description	GL #	Account Name	Amount
06/01/2023	GEN	92394	MCDONALD'S	(29) PRISIONER MEALS	207-301-962.001	MISCELLANEOUS	116.00
06/01/2023	GEN	92395	MILLERS HIGHLAND TIRE AND AUT	TIRE REPAIR 2019 JEEP GRAND	206-336-863.001	VEHICLE MAINTENANCE	26.75
06/01/2023	GEN	92396	OAKLAND COMMUNITY COLLEGE	JAN-JUN 2023 ADVANCED POLICE TRAINING	207-301-960.001	CRIMINAL JUSTICE TRNG 3	4,375.62
06/01/2023	GEN	92397	SAFEWAY SHREDDING	SHREDDING GEN	101-249-727.000	OFFICE SUPPLIES	79.95
06/01/2023	GEN	92398	SMART BUSINESS SOURCE	COPY PAPER	101-000-080.727	DUE FROM WATER OFFICE	82.41
06/01/2023	GEN	92398	SMART BUSINESS SOURCE	COPY PAPER	101-249-727.000	OFFICE SUPPLIES	192.33
06/01/2023	GEN	92398	SMART BUSINESS SOURCE	RECORDING SECRETARY SIGN	101-249-727.000	OFFICE SUPPLIES	25.23
06/01/2023	GEN	92398	SMART BUSINESS SOURCE	COPY PAPER	206-336-727.000	OFFICE SUPPLIES	82.43
06/01/2023	GEN	92398	SMART BUSINESS SOURCE	COPY PAPER	207-301-727.000	OFFICE SUPPLIES	137.38
06/01/2023	GEN	92398	SMART BUSINESS SOURCE	COPY PAPER	249-000-727.000	OFFICE SUPPLIES	54.95
06/01/2023	GEN	92399	SZOTT M59 CHRYSLER JEEP	21-61 OIL CHANGE, FILTER, INSPECT RORATE	207-301-863.001	VEHICLE MAINTENANCE	103.75
06/01/2023	GEN	92400	WALMART - CAPITAL ONE	04/25/23-05/09/23 MONTHLY CHARGES	206-336-931.001	MAINTENANCE STATION 1	475.34
06/01/2023	GEN	92400	WALMART - CAPITAL ONE	04/25/23-05/09/23 MONTHLY CHARGES	206-336-962.000	MISCELLANEOUS	44.02
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-000-080.863	DUE FROM WATER VEHICL	13.98
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-000-080.962	DUE FROM WATER MISCEL	2,653.92
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-101-860.000	CONFERENCES & MILEAGE	1,639.12
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-215-864.000	CONFERENCES & MEETING	701.06
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-249-727.000	OFFICE SUPPLIES	34.96
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-253-864.000	CONFERENCES & MEETING	640.38
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-265-931.001	BLDG MAINTENANCE & SU	294.75
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-265-931.002	GROUNDS MAINTENANCE	491.75
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-265-971.000	TECHNOLOGY EQUIPMENT	1,434.37
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-299-956.000	UNALLOCATED MISCELLAN	770.02
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-757-751.000	SENIOR ACTIVITIES	166.15
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	101-757-931.000	BUILDING MAINTENANCE	44.17
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	206-336-727.000	OFFICE SUPPLIES	566.99
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	206-336-744.000	UNIFORMS	674.80
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	206-336-757.000	OPERATING SUPPLIES	(20.00)
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	206-336-863.001	VEHICLE MAINTENANCE	47.90
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	206-336-931.001	MAINTENANCE STATION 1	249.45
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	206-336-958.000		75.00
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	206-336-960.000	TRAINING	(575.00)
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES		MISCELLANEOUS	673.96
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES		EQUIPMENT ACQUISITION:	822.91
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES		OFFICE SUPPLIES	79.48
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES		OPERATING SUPPLIES	20.36
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES		BLDG MAINTENANCE & SU	9.05
06/01/2023	GEN	92401	ELON FINANCIAL SERVICES	04/13/23-05/11/23 -MONTHLY CHARGES	207-301-960.000		224.66
06/06/2023	GEN	92402	PRESERVE AT HIDDEN LAKE	REFUND PORTION OF PUNCH LIST BOND	101-000-283.001	DEPOSITS - CASH BONDS	56,504.5
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Check Date	Bank	Check #	Payee	Description	GL#	Account Name	Amount
06/08/2023	GEN	92403	JEANNE EAGEN	INSTRUCTOR FEES	101-757-751.000		204.00
06/08/2023	GEN	92404	LEISURE UNLIMITED LLC	INSTRUCTOR'S FEE	101-757-751.000	SENIOR ACTIVITIES	134.00
06/08/2023	GEN	92405	MARLENE TURNER	INSTRUCTOR'S FEE	101-757-751.000	SENIOR ACTIVITIES	105.00
06/08/2023	GEN	92406	1ST HEATING & COOLING CO	STA #2 SERVICE CALL	206-336-931.002	MAINTENANCE STATION 2	99.00
06/08/2023	GEN	92407	ABC PRINTING	ENVELOPES	101-249-727.000	OFFICE SUPPLIES	289.00
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	101-000-080.718	DUE FROM WATER PENSIC	68.58
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	101-000-231.001	PAY DEDUCT PENSION	1,840.83
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	101-171-718.000	PENSION	40.11
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	101-209-718.000	PENSION	139.26
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	101-265-718.000	PENSION	38.18
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	101-402-718.000	PENSION	61.20
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	206-000-231.001	PAY DEDUCT PENSION	2,735.90
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	206-336-718.000	PENSION	461.27
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	207-000-231.001	PAY DEDUCT PENSION	3,075.61
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	207-301-718.000	PENSION	869.53
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	249-000-231.001	PAY DEDUCT PENSION	350.00
06/08/2023	GEN	92408	ALERUS FINANCIAL	06/07/23 MERS 457 CONTRIBUTIONS	249-000-718.000	PENSION	40.11
06/08/2023	GEN	92409	ALL TYPE LAWN CARE	9617 PORTAGE TRAIL ORD ENF LAWN CUTTIN	101-372-955.000	ORDINANCE ENFORCEMEN	150.00
06/08/2023	GEN	92410	AMAZON	UTILITY TABLE - COPIER ROOM	101-249-727.000	OFFICE SUPPLIES	216.20
06/08/2023	GEN	92410	AMAZON	KEY LOCK BOX W/COMBINATION LOCK-SUPE	F 101-249-727.000	OFFICE SUPPLIES	221.03
06/08/2023	GEN	92410	AMAZON	SCISSORS, LAMP, PAPER TRIMMER	206-336-727.000	OFFICE SUPPLIES	69.44
06/08/2023	GEN	92410	AMAZON	LANDRY, KNIFE	206-336-744.000	UNIFORMS	38.38
06/08/2023	GEN	92410	AMAZON	HOLLAND, (2) PULLOVERS	206-336-744.000	UNIFORMS	54.50
06/08/2023	GEN	92410	AMAZON	BASTIONELL BOOTS	206-336-744.000	UNIFORMS	149.95
06/08/2023	GEN	92410	AMAZON	VELCO BRAND HEAVY DUTY TAPE	206-336-757.000	OPERATING SUPPLIES	25.96
06/08/2023	GEN	92410	AMAZON	STA 3 BLACK OUT CURTAINS, LIGHT FIXTURE	E 206-336-931.003	MAINTENANCE STATION 3	555.03
06/08/2023	GEN	92410	AMAZON	BLDG CYBER ACOUSTICS USB SPEAKER BAR	249-000-727.000	OFFICE SUPPLIES	32.90
06/08/2023	GEN	92411	ANGELIC STITCHES LLC	PIERCE, REMOVE & REPLACE 4 PATCHES	206-336-744.000	UNIFORMS	16.00
06/08/2023	GEN	92412	ANTHONY SORGE INSPECTIONS, LI	L 05/20/23-06/02/23 BLDG INSPECTIONS	249-000-706.003	CONTRACT BLDG INSPECTC	1,480.00
06/08/2023	GEN	92413	ASHLEY AMBURGY	SHIRTS FOR DEPT REPRESENTATION	206-336-744.000	UNIFORMS	31.80
06/08/2023	GEN	92414	AUDIO SENTRY CORPORATION	07/01/23-09/30/23 FISK FARM SECURITY	101-269-931.008	EQUIP MAINT FISK	58.50
06/08/2023	GEN	92415	AUTOZONE	SHRINK TRAY/STOP LEAK	206-336-863.001	VEHICLE MAINTENANCE	66.65
06/08/2023	GEN	92415	AUTOZONE	DURALAST RELAY	206-336-863.001	VEHICLE MAINTENANCE	9.79
06/08/2023	GEN	92416	BASIC	(90) MONTHLY COBRA ADMIN 06/01/23-06/3	3 101-299-956.000	UNALLOCATED MISCELLAN	77.40
06/08/2023	GEN	92417	CINTAS	DPS/GEN UNIFORM MTCE	101-000-080.962	DUE FROM WATER MISCEL	6.56
06/08/2023	GEN	92417	CINTAS	DPS/GEN UNIFORM MTCE	101-000-080.962	DUE FROM WATER MISCEL	6.56
06/08/2023	GEN	92417	CINTAS	DPS/GEN UNIFORM MTCE	101-000-080.962	DUE FROM WATER MISCEL	6.56
06/08/2023	GEN	92417	CINTAS	DPS/GEN UNIFORM MTCE	101-000-080.962	DUE FROM WATER MISCEL	6.56
06/08/2023	GEN	92417	CINTAS	DPS/GEN UNIFORM MTCE	101-000-080.962	DUE FROM WATER MISCEL	6.5թ

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Check Date	Bank	Check #	Payee	Description	GL #	Account Name	Amount
06/08/2023	GEN	92417	CINTAS	DPS/GEN UNIFORM MTCE	101-265-931.001	BLDG MAINTENANCE & SU	25.75
06/08/2023	GEN	92417	CINTAS	DPS/GEN UNIFORM MTCE	101-265-931.001	BLDG MAINTENANCE & SU	25.75
06/08/2023	GEN	92417	CINTAS	DPS/GEN UNIFORM MTCE	101-265-931.001	BLDG MAINTENANCE & SU	25.75
06/08/2023	GEN	92417	CINTAS	DPS/GEN UNIFORM MTCE	101-265-931.001	BLDG MAINTENANCE & SU	25.75
06/08/2023	GEN	92417	CINTAS	DPS/GEN UNIFORM MTCE	101-265-931.001	BLDG MAINTENANCE & SU	25.75
06/08/2023	GEN	92418	CONSUMERS ENERGY	04/26/23-05/25/23 STA 3	206-336-923.003	HEAT STATION 3	64.20
06/08/2023	GEN	92419	DARWEL ENTERPRISES LLC	PD,MONTHLY CHARGES	207-301-931.001	BLDG MAINTENANCE & SU	105.82
06/08/2023	GEN	92420	DAWN VILLEMONTE	REFUND CHARITY EVENT PERMIT FEE	249-000-477.000	BUILDING PERMITS	300.00
06/08/2023	GEN	92421	DLZ MICHIGAN, INC.	WEATHERSTONE CONDO STORMWATER	101-285-801.000	ENVIRONMENTAL PROFES	875.00
06/08/2023	GEN	92422	DTE ENERGY	05/01/23-05/31/23 STREET LIGHTING	101-448-926.000	STREET LIGHTING	4,136.60
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/05/01/23-05/31/23 CLAIMS FUNDING	101-000-080.716	DUE FROM WATER HOSPIT	60.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/ ADMIN FEES	101-000-080.716	DUE FROM WATER HOSPIT	72.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/05/01/23-05/31/23 CLAIMS FUNDING	101-171-716.000	HOSP & OPTICAL INSURAN	4,820.22
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/ ADMIN FEES	101-171-716.000	HOSP & OPTICAL INSURAN	72.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/05/01/23-05/31/23 CLAIMS FUNDING	101-192-716.000	HOSP & OPTICAL INSURAN	230.01
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/ ADMIN FEES	101-192-716.000	HOSP & OPTICAL INSURAN	36.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/05/01/23-05/31/23 CLAIMS FUNDING	101-209-716.000	HOSP & OPTICAL INSURAN	185.17
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/ ADMIN FEES	101-209-716.000	HOSP & OPTICAL INSURAN	72.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/ ADMIN FEES	101-215-716.000	HOSP & OPTICAL INSURAN	18.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/05/01/23-05/31/23 CLAIMS FUNDING	101-253-716.000	HOSP & OPTICAL INSURAN	666.62
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/ ADMIN FEES	101-253-716.000	HOSP & OPTICAL INSURAN	72.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/05/01/23-05/31/23 CLAIMS FUNDING	101-265-716.000	HOSP & OPTICAL INSURAN	97.97
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M	1/ ADMIN FEES	101-265-716.000	HOSP & OPTICAL INSURAN	18.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	1/05/01/23-05/31/23 CLAIMS FUNDING	101-372-716.000	HOSP & OPTICAL INSURAN	30.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	1/ ADMIN FEES	101-372-716.000	HOSP & OPTICAL INSURAN	18.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	1/05/01/23-05/31/23 CLAIMS FUNDING	101-402-716.000	HOSP & OPTICAL INSURAN	10.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	1/ ADMIN FEES	101-402-716.000	HOSP & OPTICAL INSURAN	18.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	1/05/01/23-05/31/23 CLAIMS FUNDING	101-757-716.000	HOSP & OPTICAL INSURAN	10.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	// ADMIN FEES	101-757-716.000	HOSP & OPTICAL INSURAN	18.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	1/05/01/23-05/31/23 CLAIMS FUNDING	101-863-730.000	RETIREE HEALTH INSURAN	10.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	// ADMIN FEES	101-863-730.000	RETIREE HEALTH INSURAN	72.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	1/05/01/23-05/31/23 CLAIMS FUNDING	206-336-716.000	HOSP & OPTICAL INSURAN	4,878.95
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	// ADMIN FEES	206-336-716.000	HOSP & OPTICAL INSURAN	216.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	1/05/01/23-05/31/23 CLAIMS FUNDING	206-336-716.002	RETIREE HEALTH CARE PRE	554.44
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	// ADMIN FEES	206-336-716.002	RETIREE HEALTH CARE PRE	54.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	1/05/01/23-05/31/23 CLAIMS FUNDING	207-301-716.000	HOSP & OPTICAL INSURAN	6,268.15
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	// ADMIN FEES	207-301-716.000	HOSP & OPTICAL INSURAN	522.00
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	// 05/01/23-05/31/23 CLAIMS FUNDING	207-301-716.001	RETIREE HOSP & OPTICAL I	7,311.21
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE N	// ADMIN FEES	207-301-716.001	RETIREE HOSP & OPTICAL I	270.06
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JUNE 2023 CHECK I	DISBURSE	VIENTS					Section 6, Item B.
Check Date	Bank	Check #	Payee	Description	GL #	Account Name	Amount
06/08/2023	GEN	92423		05/01/23-05/31/23 CLAIMS FUNDING	249-000-716.000	HOSP & OPTICAL INSURAN	6,492.45
06/08/2023	GEN	92423	EMPLOYEE HEALTH INSURANCE M/	ADMIN FEES	249-000-716.000	HOSP & OPTICAL INSURAN	54.00
06/08/2023	GEN	92424	FIRST CHOICE COFFEE SERVICES	STA #1 & STA #2, WATER PURIFIER FILTERS	206-336-931.001	MAINTENANCE STATION 1	39.00
06/08/2023	GEN	92424	FIRST CHOICE COFFEE SERVICES	STA #1 & STA #2, WATER PURIFIER FILTERS	206-336-931.002	MAINTENANCE STATION 2	39.00
06/08/2023	GEN	92424	FIRST CHOICE COFFEE SERVICES	STA #3 WATER PURIFIER FILTERS	206-336-931.003	MAINTENANCE STATION 3	39.00
06/08/2023	GEN	92425	HALT FIRE INC.	#49, LEAKING BALL JOINTS	206-336-863.001	VEHICLE MAINTENANCE	2,020.54
06/08/2023	GEN	92425	HALT FIRE INC.	#49, REPAIRS TO VOGEL SYSTEM, BRAKES, HAI	206-336-863.001	VEHICLE MAINTENANCE	8,875.56
06/08/2023	GEN	92425	HALT FIRE INC.	#49 AIR CONNECTION LEAK REPAIRS	206-336-863.001	VEHICLE MAINTENANCE	1,409.54
06/08/2023	GEN	92426	HURON VALLEY GUNS	MORELLI FLEX BADGE, EMBROIDERY	206-336-744.000	UNIFORMS	30.00
06/08/2023	GEN	92426	HURON VALLEY GUNS	PAGE, SHIRT	206-336-744.000	UNIFORMS	99.99
06/08/2023	GEN	92426	HURON VALLEY GUNS	KOWALL, ALTERATIONS	206-336-744.000	UNIFORMS	15.00
06/08/2023	GEN	92426	HURON VALLEY GUNS	HABERL, PANTS, HAT, NECKTIE	206-336-744.000	UNIFORMS	440.93
06/08/2023	GEN	92427	IVY STOGDILL	SNC MEAL REIMBURSEMENT	207-301-960.002	SNC (STATE 911) TRAINING	81.30
06/08/2023	GEN	92428	KATHLEEN GORDINEAR	MILEAGE REIMBURSEMENT	101-757-860.000	MILEAGE	67.47
06/08/2023	GEN	92429	LESLIE TIRE	TIRE REPAIR	206-336-863.001	VEHICLE MAINTENANCE	45.00
06/08/2023	GEN	92430	LOWES BUSINESS ACCOUNT	FAUCET	206-336-931.001	MAINTENANCE STATION 1	180.01
06/08/2023	GEN	92431	MARK CARLSON	05/20/23-06/02/23 ELECTRICAL INSPECTIONS	249-000-707.000	ELECTRICAL INSPECTOR	2,025.00
06/08/2023	GEN	92432	MICHIGAN TOWNSHIPS ASSOCIATION	07/01/23-06/30/24 MEMBERSHIP DUES	101-101-958.000	MEMBERSHIPS & DUES	8,776.62
06/08/2023	GEN	92433	PAPERIMAGE	DPS SEASONAL EMPLOYEES SHIRTS	101-265-931.002	GROUNDS MAINTENANCE	126.72
06/08/2023	GEN	92434	PARAMOUNT SIGNS & GRAPHIX LLO	VOS, CREAN, HABERL, MILLS, BASTIONELL	206-336-744.000	UNIFORMS	609.00
06/08/2023	GEN	92434	PARAMOUNT SIGNS & GRAPHIX LLO	VOS, CREAN, HABERL, MILLS, BASTIONELL	206-336-757.000	OPERATING SUPPLIES	128.00
06/08/2023	GEN	92435	SAFEWAY SHREDDING	PD MONTHLY SHREDDING	207-301-727.000	OFFICE SUPPLIES	59.95
06/08/2023	GEN	92436	SCOTT HERZBERG	05/20/23-06/02/23 MECHANICAL INSPECTION	249-000-707.001	PLUMBING/MECHANICAL I	2,806.30
06/08/2023	GEN	92437	SMARTSHEET INC	05/31/23-05/30/24 CLERK SOFTWARE	101-265-971.000	TECHNOLOGY EQUIPMENT	900.00
06/08/2023	GEN	92438	STAR EMS	#334282 HERTLING, HEIDI BLOOD DRAW	207-301-962.003	EVIDENCE COLLECTION	100.00
06/08/2023	GEN	92439	STATE OF MICHIGAN	TRAFFIC SAFETY SUMMIT - MESAROS	207-301-960.000	TRAINING	125.00
06/08/2023	GEN	92440	STRYKER SALES CORPORATION	NIBP CUFF-REUSEABLE, INFANT	206-336-767.000	MEDICAL SUPPLIES	45.24
06/08/2023	GEN	92441	SZOTT M59 CHRYSLER JEEP	FD #856024 2019 JEEP OIL/TIRES	206-336-863.001	VEHICLE MAINTENANCE	103.75
06/08/2023	GEN	92442	TELEGRATION INC. C/O COMERICA	MAY MONTHLY CHARGES	101-265-853.000	TELEPHONE	8.11
06/08/2023	GEN	92442	TELEGRATION INC. C/O COMERICA	MAY MONTHLY CHARGES	207-301-853.000	TELEPHONE	99.85
06/08/2023	GEN	92443	TRACTOR SUPPLY CO.	04/29/23-05/17/23 MONTHLY CHARGES	206-336-757.000	OPERATING SUPPLIES	108.49
06/08/2023	GEN	92444	TRANSUNION RISK AND ALTERNAT	05/01/23-05/31/23 MONTHLY CHARGES	207-301-962.001	MISCELLANEOUS	75.00
06/08/2023	GEN	92445	TRUSTMARK VOLUNTARY BENEFIT	05/01/23-05/31/23 MONTHLY CHARGES		PAY DEDUCT ACC/CRIT/STI	409.08
06/08/2023	GEN	92445	TRUSTMARK VOLUNTARY BENEFIT	05/01/23-05/31/23 MONTHLY CHARGES	206-000-232.002	PAY DEDUCT ACC/CRIT/STI	275.74
06/08/2023	GEN	92445	TRUSTMARK VOLUNTARY BENEFIT	05/01/23-05/31/23 MONTHLY CHARGES	207-000-232.002	PAY DEDUCT ACC/CRIT/STI	446.14
06/08/2023	GEN	92445	TRUSTMARK VOLUNTARY BENEFIT	05/01/23-05/31/23 MONTHLY CHARGES	249-000-232.008	PAY DEDUCT VOL INS	86.88
06/08/2023	GEN	92446	U.S. BANK EQUIPMENT FINANCE	COPIER MONTHLY CHARGES	101-265-971.000	TECHNOLOGY EQUIPMENT	797.92
06/08/2023	GEN	92446	U.S. BANK EQUIPMENT FINANCE	DUBLIN COPIER MTHLY RENT	101-757-931.000		129.00
06/08/2023	GEN	92446	U.S. BANK EQUIPMENT FINANCE	COPIER MONTHLY CHARGES	249-000-971.000	TECHNOLOGY EQUIPMENT	398.96

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06/08/2023	GEN	92447	UNITED PARCEL SERVICE	FD, WISCONSIN PHYSICIANS	206-336-730.000	POSTAGE, SHIPPING	9.41
06/08/2023	GEN	92448	WATER DEPOT	GEN, MONTHLY CHARGES	101-265-931.001	BLDG MAINTENANCE & SU	71.50
06/08/2023	GEN	92448	WATER DEPOT	MONTHLY WATER CHARGES	207-301-931.001	BLDG MAINTENANCE & SU	64.75
06/08/2023	GEN	92449	WEX BANK	MAY FUEL CHARGES	101-000-080.867	DUE FROM WATER GASOLI	1,116.19
06/08/2023	GEN	92449	WEX BANK	MAY FUEL CHARGES	101-265-867.000	GASOLINE	924.32
06/08/2023	GEN	92449	WEX BANK	MAY FUEL CHARGES	206-336-867.000	GASOLINE	2,770.22
06/08/2023	GEN	92449	WEX BANK	MAY FUEL CHARGES	207-301-867.000	GASOLINE	7,155.51
06/08/2023	GEN	92449	WEX BANK	MAY FUEL CHARGES	249-000-867.000	GASOLINE	71.33
06/08/2023	GEN	92450	BRENDEL'S SEPTIC TANK SERVICE	05/26/23-06/30/23 VETTER PARK	208-000-922.000	UTILITIES- PARKS	100.00
06/08/2023	GEN	92450	BRENDEL'S SEPTIC TANK SERVICE	05/26/23-06/30/23 HAWLEY PARK	208-000-922.000	UTILITIES- PARKS	100.00
06/08/2023	GEN	92450	BRENDEL'S SEPTIC TANK SERVICE	05/26/23-06/30/23 HIDDEN PINES	208-000-922.000	UTILITIES- PARKS	100.00
06/08/2023	GEN	92451	TPC LAWN & LANDSCAPE INC	MAY HIDDEN PINES LAWN SERVICE	208-000-931.001	GROUNDS MAINTENANCE	1,545.00
06/15/2023	GEN	92452	CHECKS 92452-92484 DUE TO A PR	INTING ERROR			** VOIDED **
06/15/2023	GEN	92485	1ST HEATING & COOLING CO	7500 HIGHLAND, SERVICE CALL BAD THERMO	101-269-931.001	BLDG MAINT COMM HALL	99.00
06/15/2023	GEN	92486	ABC PRINTING	MILLS ;BUSINESS CARDS (500)	206-336-757.000	OPERATING SUPPLIES	63.00
06/15/2023	GEN	92487	AMAZON	TONER, HEPA FILTER, STAPLES, ENVELOPES	207-301-727.000	OFFICE SUPPLIES	243.57
06/15/2023	GEN	92488	APPLIED INNOVATION	ADD'L PAGES 05/16/23-06/15/23	101-000-080.727	DUE FROM WATER OFFICE	83.03
06/15/2023	GEN	92488	APPLIED INNOVATION	ADD'L PAGES 05/16/23-06/15/23	101-757-931.000	BUILDING MAINTENANCE	130.40
06/15/2023	GEN	92489	BASIC	(33) FSA MONTHLY ADMIN	101-299-956.000	UNALLOCATED MISCELLAN	164.67
06/15/2023	GEN	92490	BLUE CARE NETWORK	07/01/23-07/31/23 - HMO MONTHLY PREMIL	101-000-080.716	DUE FROM WATER HOSPIT	719.07
06/15/2023	GEN	92490	BLUE CARE NETWORK	07/01/23-07/31/23 - HMO MONTHLY PREMIL	101-215-716.000	HOSP & OPTICAL INSURAN	2,876.27
06/15/2023	GEN	92490	BLUE CARE NETWORK	07/01/23-07/31/23 - HMO MONTHLY PREMIL	101-402-716.000	HOSP & OPTICAL INSURAN	719.07
06/15/2023	GEN	92490	BLUE CARE NETWORK	07/01/23-07/31/23 - HMO MONTHLY PREMI	206-336-716.000	HOSP & OPTICAL INSURAN	12,511.78
06/15/2023	GEN	92490	BLUE CARE NETWORK	07/01/23-07/31/23 - HMO MONTHLY PREMI	207-301-716.000	HOSP & OPTICAL INSURAN	1,294.34
06/15/2023	GEN	92491	BURNHAM & FLOWER INSURANCE	2023 PROVIDENT ACCIDENT & HEALTH POLIC	206-336-910.000	INSURANCE	2,104.00
06/15/2023	GEN	92492	CARLISLE WORTMAN ASSOCIATES	I CAPITAL IMPROVEMENT AUTHORITY PLAN	101-402-801.000	PROFESSIONAL FEES	7,105.00
06/15/2023	GEN	92493	COMCAST	06/15/23-07/14/23 STA #3 MONTHLY CHARG	206-336-757.000	OPERATING SUPPLIES	236.79
06/15/2023	GEN	92494	DARWEL ENTERPRISES LLC	GEN, MONTHLY CHARGES	101-265-931.001	BLDG MAINTENANCE & SU	179.59
06/15/2023	GEN	92495	EAGLE SECURITY FIRE & LIFE SAFET	PROX CARDS (100)	101-299-956.000	UNALLOCATED MISCELLAN	520.00
06/15/2023	GEN	92496	FIRECLASS LLC	717 ARCADIA REFUND JOB CANCELLATION	249-000-477.000	BUILDING PERMITS	90.00
06/15/2023	GEN	92497	FLINT WELDING SUPPLY COMPANY	OXYGEN AND AIR	206-336-758.000	OXYGEN & AIR	112.50
06/15/2023	GEN	92498	HOWARD L. SHIFMAN P.C.	SERVICES THRU MAY 2023	101-210-826.000	LEGAL FEES	2,670.00
06/15/2023	GEN	92498	HOWARD L. SHIFMAN P.C.	SERVICES THRU MAY 2023	206-336-826.000	LEGAL FEES	990.00
06/15/2023	GEN	92498	HOWARD L. SHIFMAN P.C.	SERVICES THRU MAY 2023	207-301-826.002	LEGAL FEES - LABOR RELAT	555.00
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE W	COTRLY WORKERS' COMP INSURANCE PREMIU	101-000-080.719	DUE FROM WATER WORKE	2,120.01
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE W	CQTRLY WORKERS' COMP INSURANCE PREMIL	101-101-719.000	WORKERS' COMP INSURAN	29.75
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE W	QTRLY WORKERS' COMP INSURANCE PREMIL	101-171-719.000	WORKERS COMP INSURAN	206.00
06/15/2023	GEN	92499		CQTRLY WORKERS' COMP INSURANCE PREMIL		WORKERS COMP INSURAN	158.50
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE W	CQTRLY WORKERS' COMP INSURANCE PREMIL	101-209-719.000	WORKERS COMP INSURAN	411.5g

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06/15/2023	GEN	92499		QTRLY WORKERS' COMP INSURANCE PREMIU	101-215-719.000	WORKERS COMP INSURAN	188.50
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE WO	QTRLY WORKERS' COMP INSURANCE PREMIU	101-253-719.000	WORKERS COMP INSURAN	196.75
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE WO	QTRLY WORKERS' COMP INSURANCE PREMIU	101-265-719.000	WORKERS COMP INSURAN	619.50
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE WO	QTRLY WORKERS' COMP INSURANCE PREMIU	101-372-719.000	WORKERS COMP INSURAN	96.25
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE WO	QTRLY WORKERS' COMP INSURANCE PREMIU	101-402-719.000	WORKERS COMP INSURAN	332.25
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE WO	QTRLY WORKERS' COMP INSURANCE PREMIU	101-757-719.000	WORKERS COMP INSURAN	111.50
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE WO	QTRLY WORKERS' COMP INSURANCE PREMIU	206-336-719.000	WORKERS COMP INSURAN	28,376.16
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE WO	QTRLY WORKERS' COMP INSURANCE PREMIU	207-301-719.000	WORKERS COMP INSURAN	16,954.58
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE WO	QTRLY WORKERS' COMP INSURANCE PREMIU	207-316-719.000	WORKERS COMP - CROSSIN	156.00
06/15/2023	GEN	92499	MICHIGAN MUNICIPAL LEAGUE WO	QTRLY WORKERS' COMP INSURANCE PREMIU	249-000-719.000	WORKERS COMP INSURAN	740.75
06/15/2023	GEN	92500	MICPA	2023 MEMBERSHIP RENEWAL	101-192-958.000	MEMBERSHIPS & DUES	290.00
06/15/2023	GEN	92501	MILFORD SALVAGE INC.	9090 BUCKINGHAM DEMOLITION	101-372-955.000	ORDINANCE ENFORCEMEN	3,250.00
06/15/2023	GEN	92502	MILLERS HIGHLAND TIRE AND AUT	(17' FORD EXP 06806 OIL CHANGE, FILTER ROT	101-265-863.000	VEHICLE MAINTENANCE	84.47
06/15/2023	GEN	92503	O.C.W.R.C.	9090 BUCKINGHAM SOIL EROSION CLASS 4	101-372-955.000	ORDINANCE ENFORCEMEN	83.75
06/15/2023	GEN	92504	OAKLAND COUNTY ROAD COMMIS	SERVICES THRU 04/30/23	101-448-926.000	STREET LIGHTING	48.77
06/15/2023	GEN	92505	PETER'S TRUE VALUE HARDWARE	FUEL PUMP	101-265-933.000	GROUNDS EQUIP MAINTER	9.99
06/15/2023	GEN	92506	PRI MANAGEMENT GROUP	LEVIN, S - REDACTING RECORDS WEBINAR	207-301-960.000	TRAINING	159.00
06/15/2023	GEN	92507	REDSTONE ARCHITECTS, INC.	WLT PUBLIC SAFETY BUILDING DESIGN SCHEN	206-336-977.000	EQUIPMENT ACQUISITION:	12,000.00
06/15/2023	GEN	92507	REDSTONE ARCHITECTS, INC.	WLT PUBLIC SAFETY BUILDING DESIGN SCHEM	207-301-977.000	EQUIPMENT ACQUISITION:	12,000.00
06/15/2023	GEN	92508	ROSATI, SCHULTZ, JOPPICH	MI TAX TRIBUNAL SERVICES THRU 05/31/23	101-209-820.000	LEGAL FEES	448.00
06/15/2023	GEN	92508	ROSATI, SCHULTZ, JOPPICH	SQUIRES VS WLTWP, SERVICES THRU 05/31/2	101-210-826.000	LEGAL FEES	480.00
06/15/2023	GEN	92508	ROSATI, SCHULTZ, JOPPICH	WLTWP VS CONGLETON LIVING TRUST	101-210-826.000	LEGAL FEES	723.00
06/15/2023	GEN	92508	ROSATI, SCHULTZ, JOPPICH		101-210-826.000		7,871.60
06/15/2023	GEN	92508	ROSATI, SCHULTZ, JOPPICH	STORM WATER ISSUES, SERVICES THRU 05/31	101-210-826.000	LEGAL FEES	108.50
06/15/2023	GEN	92508	ROSATI, SCHULTZ, JOPPICH		101-210-826.002	LEGAL FEES-ORDINANCE	181.00
06/15/2023	GEN	92508	ROSATI, SCHULTZ, JOPPICH	WLT V CHARLES JAMES O'KANE LIVING TRUST	101-210-826.002	LEGAL FEES-ORDINANCE	32.00
06/15/2023	GEN	92508	ROSATI, SCHULTZ, JOPPICH		101-210-826.002	LEGAL FEES-ORDINANCE	62.00
06/15/2023	GEN	92508	ROSATI, SCHULTZ, JOPPICH	DANGEROUS BLDGS, SERVICES THRU 05/31/2		DANGEROUS BLDG DEMOL	294.50
06/15/2023	GEN	92508	ROSATI, SCHULTZ, JOPPICH	BRIAN MCNAMARA V WLT ZBA APPEALS DECI	101-402-801.000	PROFESSIONAL FEES	32.00
06/15/2023	GEN	92508	ROSATI, SCHULTZ, JOPPICH	PROSECUTIONS, SERVICES THRU 05/31/23	207-301-826.000	LEGAL FEES-PROSECUTION	8,333.00
06/15/2023	GEN	92509	SMART BUSINESS SOURCE	PAPER PENCILS PENS POPUPS	101-249-727.000		57.26
06/15/2023	GEN	92510	SPRINGFIELD URGENT CARE PLLC	DRUG TEST, JONES, CHARITY	101-000-080.962	DUE FROM WATER MISCEL	45.00
06/15/2023	GEN	92510	SPRINGFIELD URGENT CARE PLLC	DRUG SCREEN LEVIN, SHAYNA	207-301-962.001		135.00
06/15/2023	GEN	92511	STAR EMS	MAY 2023 SERVICES	206-000-630.000		28.21
06/15/2023	GEN	92512	STATE OF MICHIGAN	QUALITY ASSURANCE ASSESSMENT 04/01/23			17.43
06/15/2023	GEN	92513	STATE OF MICHIGAN (FEDERAL ID	# ENDING REGISTRATION DATE 05/31/23		SEX OFFENDERS REGISTRY	60.00
06/15/2023	GEN	92514	STONE'S CARPET INC.	STA #2 & STA #3 FLOOR COVERINGS		MAINTENANCE STATION 2	3,560.00
06/15/2023	GEN	92514	STONE'S CARPET INC.	STA #2 & STA #3 FLOOR COVERINGS	206-336-931.003		3,079.00
06/15/2023	GEN	92515	SUBURBAN FORD	21-50 REPLACE PADS AND ROTORS	207-301-863.001	VEHICLE MAINTENANCE	1,146.61

WHITE LAKE TOWNSHIP				
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06/15/2023	GEN	92516	VERIZON WIRELESS	05/02/23-06/01/23 MONTHLY CHARGES	101-000-080.853	DUE FROM WATER PHONE	392.82
06/15/2023	GEN	92516	VERIZON WIRELESS	05/02/23-06/01/23 MONTHLY CHARGES	101-171-853.000	CELLULAR PHONE	42.51
06/15/2023	GEN	92516	VERIZON WIRELESS	05/02/23-06/01/23 MONTHLY CHARGES	101-215-853.000	CELLULAR PHONE	63.40
06/15/2023	GEN	92516	VERIZON WIRELESS	05/02/23-06/01/23 MONTHLY CHARGES	101-265-853.000	TELEPHONE	31.70
06/15/2023	GEN	92516	VERIZON WIRELESS	05/02/23-06/01/23 MONTHLY CHARGES	101-372-853.000	CELLULAR PHONE	31.70
06/15/2023	GEN	92516	VERIZON WIRELESS	05/02/23-06/01/23 MONTHLY CHARGES	101-402-853.000	CELLULAR PHONE	62.79
06/15/2023	GEN	92516	VERIZON WIRELESS	05/02/23-06/01/23 MONTHLY CHARGES	206-336-853.000	CELL PHONES	346.09
06/15/2023	GEN	92516	VERIZON WIRELESS	05/02/23-06/01/23 MONTHLY CHARGES	249-000-853.000	CELLULAR PHONE	181.65
06/15/2023	GEN	92517	WHITE LAKE TOWNSHIP FIRE DEPT	CPR, AED AND FIRST AID TRAINING	101-299-956.000	UNALLOCATED MISCELLAN	800.00
06/15/2023	GEN	92518	FIRE SYSTEMS OF MICHIGAN	DUBLIN, YEARLY INSPECTION	101-757-931.000	BUILDING MAINTENANCE	382.30
06/15/2023	GEN	92519	MICHIGAN ASSOC OF SENIOR CEN	T 2023 YEARLY MEMBERSHIP	101-757-958.000	MEMBERSHIPS & DUES	75.00
06/15/2023	GEN	92520	STINE TURF & SNOW INC.	HIDDEN PINES EARLY SUMMER APPLICATION	208-000-931.001	GROUNDS MAINTENANCE	1,255.00
06/15/2023	GEN	92520	STINE TURF & SNOW INC.	HAWLEY PARK EARLY SUMMER APPLICATION	208-000-931.001	GROUNDS MAINTENANCE	1,004.00
06/15/2023	GEN	92520	STINE TURF & SNOW INC.	VETTER PARK EARLY SUMMER APPLICATION	208-000-931.001	GROUNDS MAINTENANCE	336.00
06/15/2023	GEN	92521	BLUE CROSS BLUE SHIELD OF MICH	+ 07/01/23-07/31/23 FIRE ACTIVE	206-336-716.000	HOSP & OPTICAL INSURAN	15,474.26
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MICH	H 07/01/23-07/31/23 MAPE & NONUNION ACT	101-000-080.716	DUE FROM WATER HOSPIT	5,817.40
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MICI	H 07/01/23-07/31/23 MAPE & NONUNION ACT	101-171-716.000	HOSP & OPTICAL INSURAN	5,468.35
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MICI	H 07/01/23-07/31/23 MAPE & NONUNION ACT	101-192-716.000	HOSP & OPTICAL INSURAN	1,163.48
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MICI	H 07/01/23-07/31/23 MAPE & NONUNION ACT	101-209-716.000	HOSP & OPTICAL INSURAN	6,980.88
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MICI	H 07/01/23-07/31/23 MAPE & NONUNION ACT	101-215-716.000	HOSP & OPTICAL INSURAN	1,396.17
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MICI	H 07/01/23-07/31/23 MAPE & NONUNION ACT	101-253-716.000	HOSP & OPTICAL INSURAN	5,468.35
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 MAPE & NONUNION ACT	101-265-716.000	HOSP & OPTICAL INSURAN	1,396.17
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MICH	H 07/01/23-07/31/23 MAPE & NONUNION ACT	101-372-716.000	HOSP & OPTICAL INSURAN	1,745.22
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 MAPE & NONUNION ACT	101-402-716.000	HOSP & OPTICAL INSURAN	1,396.17
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 MAPE & NONUNION ACT	101-757-716.000	HOSP & OPTICAL INSURAN	1,396.17
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 MAPE & NONUNION ACT	206-336-716.000	HOSP & OPTICAL INSURAN	1,745.22
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 MAPE & NONUNION ACT	207-301-716.000	HOSP & OPTICAL INSURAN	5,235.66
06/15/2023	GEN	92522	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 MAPE & NONUNION ACT	249-000-716.000	HOSP & OPTICAL INSURAN	3,141.39
06/15/2023	GEN	92523	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 FIRE RETIREE	206-336-716.002	RETIREE HEALTH CARE PRE	2,559.65
06/15/2023	GEN	92524	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 MAPE & NON UNION RE	101-863-730.000	RETIREE HEALTH INSURAN	2,326.96
06/15/2023	GEN	92524	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 MAPE & NON UNION RE	۲207-301-716.000	HOSP & OPTICAL INSURAN	1,745.22
06/15/2023	GEN	92524	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 MAPE & NON UNION RE	r 249-000-716.000	HOSP & OPTICAL INSURAN	581.74
06/15/2023	GEN	92525	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 COMMAND ACTIVE	207-301-716.000	HOSP & OPTICAL INSURAN	10,704.01
06/15/2023	GEN	92526	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 COMMAND RETIREE	207-301-716.001	RETIREE HOSP & OPTICAL I	3,955.82
06/15/2023	GEN	92527	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 PATROL ACTIVE		HOSP & OPTICAL INSURAN	31,181.24
06/15/2023	GEN	92528	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 PATROL RETIREE		RETIREE HOSP & OPTICAL I	11,983.82
06/15/2023	GEN	92529	BLUE CROSS BLUE SHIELD OF MIC	H 07/01/23-07/31/23 PATROL RETIREE	207-301-716.001	RETIREE HOSP & OPTICAL I	1,732.75
06/15/2023	GEN	92530	STINE TURF & SNOW INC.	DUBLIN EARLY SUMMER APPLICATION	101-265-931.002	GROUNDS MAINTENANCE	133.00
06/15/2023	GEN	92530	STINE TURF & SNOW INC.	TWP OFFICE EARLY SUMMER APPLICATION	101-265-931.002	GROUNDS MAINTENANCE	140.0r
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Check Date	Bank	Check #	Payee	Description	GL #	Account Name	Amount
06/22/2023	GEN	92531	ADVANCED MARKETING PARTNERS	TAX STATEMENTS/MTG STATEMENTS	101-249-727.000	OFFICE SUPPLIES	1,272.80
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	101-000-080.718	DUE FROM WATER PENSIC	68.58
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	101-000-231.001	PAY DEDUCT PENSION	1,835.49
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	101-171-718.000	PENSION	40.11
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	101-209-718.000	PENSION	139.26
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	101-265-718.000	PENSION	38.18
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	101-402-718.000	PENSION	61.20
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	206-000-231.001	PAY DEDUCT PENSION	2,532.78
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	206-336-718.000	PENSION	461.27
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	207-000-231.001	PAY DEDUCT PENSION	3,096.00
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	207-301-718.000	PENSION	874.68
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	249-000-231.001	PAY DEDUCT PENSION	350.00
06/22/2023	GEN	92532	ALERUS FINANCIAL	06/21/23 MERS 457 CONTRIBUTIONS	249-000-718.000	PENSION	40.11
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	101-000-080.962	DUE FROM WATER MISCEL	600.00
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	101-000-232.005	PAY DEDUCT HOSP	700.58
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	101-171-718.001	HEALTH CARE SAVINGS PRI	288.92
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	101-209-718.001	HEALTH CARE SAVINGS PR	300.00
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	101-215-718.001	HEALTH CARE SAVINGS PR	632.02
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	101-253-718.001	HEALTH CARE SAVINGS PR	396.40
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	101-265-718.001	HEALTH CARE SAVINGS PRI	100.00
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	101-402-718.001	HEALTH CARE SAVINGS PRI	200.00
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	101-757-718.001	HEALTH CARE SAVINGS PRI	100.00
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	206-000-232.005	PAY DEDUCT HOSP	1,975.48
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	206-336-718.002	HEALTH CARE SAVINGS PL/	2,304.73
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	207-000-232.005	PAY DEDUCT HOSP	4,031.02
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	207-301-718.001	HEALTH CARE SAVINGS PRI	4,802.86
06/22/2023	GEN	92533	ALERUS FINANICAL	06/01/23-06/30/23 EE & ER HCSP CONTRIBUT	249-000-718.001	HEALTH CARE SAVINGS PR	300.00
06/22/2023	GEN	92534	ALPHA PSYCHOLOGICAL SERVICES	MCCRUM, PSYCHOLOGICAL ASSESSMENT/EV	207-301-757.000	OPERATING SUPPLIES	775.00
06/22/2023	GEN	92535	ANTHONY SORGE INSPECTIONS, LL	06/03/23-06/16/23 BUILDING INSPECTIONS	249-000-706.003	CONTRACT BLDG INSPECTC	2,800.00
06/22/2023	GEN	92535	ANTHONY SORGE INSPECTIONS, LL	06/03/23-06/16/23 BUILDING INSPECTIONS	249-000-801.002	RENTAL INSPECTIONS	120.00
06/22/2023	GEN	92536	AT&T MOBILITY	MONTHLY CHARGES	207-301-853.000	TELEPHONE	496.37
06/22/2023	GEN	92537	AXON ENTERPRISE, INC.	SINGLE AXON RAPIDLOCK	207-301-977.000	EQUIPMENT ACQUISITION!	406.90
06/22/2023	GEN	92538	BACKFLOW PREVENTION SERVICES	(2) BACKFLOW TESTS	101-265-931.003	BLDG EQUIP MAINTENANC	260.00
06/22/2023	GEN	92539	BCBS OF MICHIGAN	07/01/23-07/31/23 MEDICARE ADVANTAGE	101-000-080.716	DUE FROM WATER HOSPIT	696.46
06/22/2023	GEN	92539	BCBS OF MICHIGAN	07/01/23-07/31/23 MEDICARE ADVANTAGE F	101-863-730.000	RETIREE HEALTH INSURAN	4,875.22
06/22/2023	GEN	92539	BCBS OF MICHIGAN	07/01/23-07/31/23 MEDICARE ADVANTAGE	206-336-716.002	RETIREE HEALTH CARE PRE	1,741.15
06/22/2023	GEN	92539	BCBS OF MICHIGAN	07/01/23-07/31/23 MEDICARE ADVANTAGE	207-301-716.001	RETIREE HOSP & OPTICAL I	6,616.37
06/22/2023	GEN	92540	COMCAST	06/22/23-07/21/23 MONTHLY CHARGES	101-000-080.962	DUE FROM WATER MISCEL	102.98
06/22/2023	GEN	92540	COMCAST	06/22/23-07/21/23 MONTHLY CHARGES	101-265-971.000	TECHNOLOGY EQUIPMENT	140.9
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06/22/2023	GEN	92540	COMCAST	06/22/23-07/21/23 MONTHLY CHARGES	206-336-757.000	OPERATING SUPPLIES	178.99
06/22/2023	GEN	92540	COMCAST	06/22/23-07/21/23 MONTHLY CHARGES	207-301-757.000	OPERATING SUPPLIES	128.31
06/22/2023	GEN	92540	COMCAST	06/22/23-07/21/23 MONTHLY CHARGES	249-000-971.000	TECHNOLOGY EQUIPMENT	108.59
06/22/2023	GEN	92541	CORRIGAN RECORD STORAGE	MONTHLY CHARGES	101-265-940.000	TOWNSHIP RECORD RETEN	271.55
06/22/2023	GEN	92542	DTE ENERGY	7525 HIGHLAND 05/13/23-06/13/23 CHARGE	101-265-921.001	ELECTRIC TWP HALL	2,959.59
06/22/2023	GEN	92542	DTE ENERGY	9180 HIGHLAND 05/13/23-06/13/23 CHARGE	101-269-921.004	ELECTRIC FISK	66.19
06/22/2023	GEN	92542	DTE ENERGY	6355 HIGHLAND 05/13/23-06/13/23 CHARGE	101-269-921.006	M59/BOGIE PROP STREET	171.50
06/22/2023	GEN	92542	DTE ENERGY	7527 HIGHLAND 05/13/23-06/13/23 CHARGE	101-269-921.011	ELECTRIC-TWP ANNEX	767.70
06/22/2023	GEN	92542	DTE ENERGY	9830 ELIZABETH 05/13/23-06/13/23 CHARGE	101-276-921.000	ELECTRIC OXBOW	16.12
06/22/2023	GEN	92542	DTE ENERGY	860 ROUND LK 05/13/23-06/13/23 CHARGES	206-336-921.002	ELECTRIC STATION 2	393.00
06/22/2023	GEN	92543	FOOTPRINTS SPORTSWEAR, INC.	(31) EXPLORER SHIRTS	207-301-962.001	MISCELLANEOUS	310.50
06/22/2023	GEN	92544	HURON VALLEY GUNS	COMBS, HAT, SHIRT, DRESS COAT	206-336-744.000	UNIFORMS	392.97
06/22/2023	GEN	92544	HURON VALLEY GUNS	COMBS, DRESS PANTS	206-336-744.000	UNIFORMS	115.99
06/22/2023	GEN	92545	JOHN HANCOCK-70482-00-5	JUNE 2023 CONTRIBUTIONS	101-000-080.718	DUE FROM WATER PENSIC	730.22
06/22/2023	GEN	92545	JOHN HANCOCK-70482-00-5	JUNE 2023 CONTRIBUTIONS	101-000-231.001	PAY DEDUCT PENSION	405.66
06/22/2023	GEN	92545	JOHN HANCOCK-70482-00-5	JUNE 2023 CONTRIBUTIONS	101-209-718.000	PENSION	1,060.73
06/22/2023	GEN	92545	JOHN HANCOCK-70482-00-5	JUNE 2023 CONTRIBUTIONS	206-336-718.000	PENSION	152.12
06/22/2023	GEN	92546	MARK CARLSON	06/03/23-06/16/23 ELECTRICAL INSPECTIONS	249-000-707.000	ELECTRICAL INSPECTOR	1,594.50
06/22/2023	GEN	92546	MARK CARLSON	06/03/23-06/16/23 ELECTRICAL INSPECTIONS	249-000-801.002	RENTAL INSPECTIONS	120.00
06/22/2023	GEN	92547	OAKLAND COMMUNITY COLLEGE	BOHEZ, PISTOL & SHOTGUN INSTRUCTOR	207-301-960.000	TRAINING	125.00
06/22/2023	GEN	92548	OAKLAND COUNTY MEDICAL CON	T 2023 WEBSITE SUPPORT FEE	206-336-757.000	OPERATING SUPPLIES	75.00
06/22/2023	GEN	92549	OAKLAND COUNTY ROAD COMMIS	MONTHLY CHARGES	101-446-930.000	TRAFFIC SIGNAL MAINTEN,	5.02
06/22/2023	GEN	92550	OAKLAND COUNTY TREASURERS A	SUMMER EVENT, 07/12/23 ROMAN, PATTON	101-253-864.000	CONFERENCES & MEETING	80.00
06/22/2023	GEN	92551	RICOH	PD, JULY CHARGES	207-301-818.000		131.79
06/22/2023	GEN	92552	SCOTT HERZBERG	06/03/23-06/16/23 MECHANICAL INSPECTIO		PLUMBING/MECHANICAL I	2,340.00
06/22/2023	GEN	92552	SCOTT HERZBERG	06/03/23-06/16/23 MECHANICAL INSPECTIO	249-000-801.000	PROFESSIONAL FEES	45.00
06/22/2023	GEN	92553	STATE OF MICHIGAN (FEDERAL ID	# TRAFFIC SAFETY SUMMITT, DICLAUDIO	207-301-960.000	TRAINING	125.00
06/22/2023	GEN	92554	SZOTT M59 CHRYSLER JEEP	21-6 OIL CHANGE, FILTER, INSPECT	207-301-863.001		83.75
06/22/2023	GEN	92555	VC3 INC	RACKSTATION STORAGE SYSTEM/10TB IRON			1,859.00
06/22/2023	GEN	92555	VC3 INC	BATTERY PACK REPLACEMENT/SERVER		TECHNOLOGY EQUIPMENT	529.00
06/22/2023	GEN	92555	VC3 INC	REPLACE WAP IN ANNEX		TECHNOLOGY EQUIPMENT	199.00
06/22/2023	GEN	92556	ANYONE CAN PAINT LLC	INSTRUCTOR'S FEE	101-757-751.000	SENIOR ACTIVITIES	125.00
06/22/2023	GEN	92557	JEANNE EAGEN	INSTRUCTOR FEES		SENIOR ACTIVITIES	90.00
06/22/2023	GEN	92558	LEISURE UNLIMITED LLC	INSTRUCTOR'S FEE		SENIOR ACTIVITIES	139.00
06/22/2023	GEN	92559	MARLENE TURNER	INSTRUCTOR'S FEE		SENIOR ACTIVITIES	105.00
06/22/2023	GEN	92560	DTE ENERGY	P/R-7575 HIGHLAND 05/13/23-06/13/23 CH/			104.80
06/22/2023	GEN	92560	DTE ENERGY	P/R-687 UNION 05/13/23-06/13/23 CHARGE			30.67
06/22/2023	GEN	92561	GFL	JULY MONTHLY SERVICES	226-528-801.000	RUBBISH EXPENDITURE	164,358.04
06/22/2023	GEN	92562	GFL	HOUSEHOLD HAZARDOUS WASTE EVENT 05/	226-528-801.000	RUBBISH EXPENDITURE	19,106.00

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06/22/2023	GEN	92563	THE HUNTINGTON NATIONAL BAN		302-000-992.000	LIBRARY BOND INTEREST	500.00
06/26/2023	GEN	92564	IMPERIAL DADE	CLEAR LINERS	206-336-757.000	OPERATING SUPPLIES	48.12
06/29/2023	GEN	92565	BROOKS WILLIAMSON & ASSOCIAT	Γ P/R-PARTIAL WETLAND DELINEATION STANLE	208-000-974.000	PARK IMPROVEMENTS	2,600.00
06/29/2023	GEN	92566	ABC PRINTING	LAWN SIGNS (20)	206-336-962.000		330.77
06/29/2023	GEN	92567	ALL TYPE LAWN CARE	9197 HIGHLAND ORDINANCE CUT	101-372-955.000	ORDINANCE ENFORCEMEN	200.00
06/29/2023	GEN	92568	AMAZON	BENS, LABELS, NOTES, MAG GLASS	207-301-727.000	OFFICE SUPPLIES	82.33
06/29/2023	GEN	92569	АТ & Т	04/20/23-05/19/23 MONTHLY CHARGES	101-265-853.000	TELEPHONE	390.11
06/29/2023	GEN	92569	АТ & Т	05/20/23-06/19/23 MONTHLY CHARGES	101-265-853.000	TELEPHONE	390.00
06/29/2023	GEN	92569	АТ & Т	05/20/23-06/19/23 MONTHLY CHARGES	101-269-921.011	ELECTRIC-TWP ANNEX	264.38
06/29/2023	GEN	92569	АТ & Т	04/20/23-05/19/23 MONTHLY CHARGES	207-301-853.000	TELEPHONE	1,000.00
06/29/2023	GEN	92569	АТ & Т	05/20/23-06/19/23 MONTHLY CHARGES	207-301-853.000	TELEPHONE	1,000.00
06/29/2023	GEN	92570	AUTOZONE	06806 PLANING NEW BATTERY	101-265-863.000	VEHICLE MAINTENANCE	137.90
06/29/2023	GEN	92571	BECKETT & RAEDER	MASTER PLAN	101-402-801.000	PROFESSIONAL FEES	3,205.93
06/29/2023	GEN	92572	CITY OF FARMINGTON HILLS	SWALWELL, 06/08-06/09 CONFERENCE	207-301-960.000	TRAINING	175.00
06/29/2023	GEN	92573	COMCAST	07/01/23-07/31/23 DUBLIN MONTHLY CHAR	101-757-751.000	SENIOR ACTIVITIES	332.19
06/29/2023	GEN	92574	DARWEL ENTERPRISES LLC	PD, MONTHLY CHARGES	207-301-931.001	BLDG MAINTENANCE & SU	105.82
06/29/2023	GEN	92575	DEWOLF AND ASSOCIATES	FTO BASIC, DICLAUDIO	207-301-960.000	TRAINING	845.00
06/29/2023	GEN	92576	DTE ENERGY	7500 HIGHLAND RD 05/9/23-06/19/23 MONT	101-269-921.001	ELECTRIC COMM HALL	47.38
06/29/2023	GEN	92576	DTE ENERGY	9180 HIGHLAND 05/20/23-06/21/23 CHARGE			20.48
06/29/2023	GEN	92576	DTE ENERGY	6190 WHITE LAKE RD 05/9/23-06/19/23 MON	101-276-921.001	ELECTRIC WHITE LAKE	31.02
06/29/2023	GEN	92576	DTE ENERGY	685 UNION 05/23/23-06/22/23 MONTHLY CH	101-757-921.000	ELECTRIC	463.37
06/29/2023	GEN	92576	DTE ENERGY	7420 HIGHLAND TRL 05/20/23-06/21/23 CHA	206-336-921.001	ELECTRIC STATION 1	17.71
06/29/2023	GEN	92576	DTE ENERGY	7440 HIGHLAND 05/9/23-06/19/23 MONTHL	206-336-921.001	ELECTRIC STATION 1	1,037.45
06/29/2023	GEN	92576	DTE ENERGY	7422 HIGHLAND 05/9/23-06/19/23 MONTHL	206-336-921.001	ELECTRIC STATION 1	21.12
06/29/2023	GEN	92576	DTE ENERGY	4870 ORMOND 05/9/23-06/19/23 MONTHLY	206-336-921.003	ELECTRIC STATION 3	391.11
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-000-080.863	DUE FROM WATER VEHICL	1,308.20
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-000-080.962	DUE FROM WATER MISCEL	2,191.86
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-209-960.000	TRAINING	1,200.00
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-215-960.000	TRAINING	134.50
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-249-727.000	OFFICE SUPPLIES	34.96
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-253-864.000	CONFERENCES & MEETING	348.89
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-265-863.000	VEHICLE MAINTENANCE	25.87
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-265-931.002	GROUNDS MAINTENANCE	459.00
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-265-933.000	GROUNDS EQUIP MAINTEN	15.91
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-276-932.000	CEMETERY MAINT	98.20
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-299-956.000	UNALLOCATED MISCELLAN	20.00
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	101-757-751.000	SENIOR ACTIVITIES	279.78
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	206-336-727.000	OFFICE SUPPLIES	362.34
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	206-336-744.000	UNIFORMS	238.3 6
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06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	206-336-757.000	OPERATING SUPPLIES	645.72
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	206-336-962.000	MISCELLANEOUS	3,353.53
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	207-301-727.000	OFFICE SUPPLIES	79.48
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	207-301-730.000	POSTAGE	22.80
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	207-301-863.001	VEHICLE MAINTENANCE	66.50
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	207-301-864.000	CONFERENCES	1,478.20
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	207-301-931.001	BLDG MAINTENANCE & SU	255.92
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	207-301-962.001	MISCELLANEOUS	296.69
06/29/2023	GEN	92577	ELON FINANCIAL SERVICES	05/12/23-06/12/23 MONTHLY CHARGES	207-301-962.003	EVIDENCE COLLECTION	59.46
06/29/2023	GEN	92578	EMERGENCY SERVICES MARKETING	09/12/23-09/11/24 I AM RESPONDING SUBS	C 206-336-957.000	SUBSCRIPTIONS	810.00
06/29/2023	GEN	92579	FLINT WELDING SUPPLY COMPANY	OXYGEN AND AIR	206-336-758.000	OXYGEN & AIR	123.00
06/29/2023	GEN	92580	HOME DEPOT CREDIT SERVICES	05/23/23-05/28/23 MONTHLY CHARGES	206-336-931.001	MAINTENANCE STATION 1	163.10
06/29/2023	GEN	92580	HOME DEPOT CREDIT SERVICES	05/23/23-05/28/23 MONTHLY CHARGES	206-336-931.003	MAINTENANCE STATION 3	193.07
06/29/2023	GEN	92581	HOWARD L. SHIFMAN P.C.	APRIL MONTHLY CHARGES	101-210-826.000	LEGAL FEES	1,410.00
06/29/2023	GEN	92581	HOWARD L. SHIFMAN P.C.	APRIL MONTHLY CHARGES	206-336-826.000	LEGAL FEES	330.00
06/29/2023	GEN	92581	HOWARD L. SHIFMAN P.C.	APRIL MONTHLY CHARGES	207-301-826.002	LEGAL FEES - LABOR RELAT	715.00
06/29/2023	GEN	92582	HURON RIVER WATERSHED COUN	2023 HRWC MEMBERSHIP DUES	101-101-958.000	MEMBERSHIPS & DUES	2,981.68
06/29/2023	GEN	92583	HURON VALLEY GUNS	AMBURGY, SHIRTS	206-336-744.000	UNIFORMS	67.50
06/29/2023	GEN	92583	HURON VALLEY GUNS	LUDWIG, SHIRTS	206-336-744.000	UNIFORMS	107.98
06/29/2023	GEN	92583	HURON VALLEY GUNS	GONZALES, POLO	207-301-744.000	UNIFORMS	194.97
06/29/2023	GEN	92584	JOHNNIE LINDSEY	MILEAGE TO MAAO CLASS	101-209-860.000	MILEAGE	96.94
06/29/2023	GEN	92585	JOSEPH DOULETTE	DOULETTE, ATHLETIC SHOES	206-336-744.000	UNIFORMS	79.50
06/29/2023	GEN	92586	MACQUEEN EMERGENCY	(3) CAIRNS 1044 BLK HELMETS	206-336-977.001	SUPPLY ACQUISITIONS 04N	1,301.41
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-000-036.000	DUE FROM OTHERS	83.00
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-000-036.000	DUE FROM OTHERS	550.74
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-000-080.910	DUE FROM WATER LIABILI	945.02
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	A RISK INSURANCE QRTLY INSTALLMENT	101-000-080.910	DUE FROM WATER LIABILI	6,270.38
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-000-084.590	DUE FROM SEWER FUND	118.11
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-000-084.590	DUE FROM SEWER FUND	783.54
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-265-910.000	INSURANCE	1,915.13
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	A RISK INSURANCE QRTLY INSTALLMENT	101-265-910.000	INSURANCE	12,707.25
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	A RISK INSURANCE QRTLY INSTALLMENT	101-269-910.001	INSURANCE COMM HALL	17.07
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	A RISK INSURANCE QRTLY INSTALLMENT	101-269-910.001	INSURANCE COMM HALL	113.26
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	A RISK INSURANCE QRTLY INSTALLMENT	101-269-910.004	INSURANCE FISK	94.11
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	A RISK INSURANCE QRTLY INSTALLMENT	101-269-910.004	INSURANCE FISK	624.46
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	A RISK INSURANCE QRTLY INSTALLMENT	101-269-910.008	INSURANCE-ANNEX	183.44
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	A RISK INSURANCE QRTLY INSTALLMENT	101-269-910.008	INSURANCE-ANNEX	1,217.18
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	A RISK INSURANCE QRTLY INSTALLMENT	101-276-910.000	INSURANCE	1.87
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	A RISK INSURANCE QRTLY INSTALLMENT	101-276-910.000	INSURANCE	12.4

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JUNE 2023 CHECK	DISBURSE	MENTS					Section 6, Item B.
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06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-372-910.000	INSURANCE	28.67
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-372-910.000	INSURANCE	190.24
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-402-910.000	INSURANCE	187.38
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-402-910.000	INSURANCE	1,243.29
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-757-910.000	INSURANCE	75.60
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	101-757-910.000	INSURANCE	501.61
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	206-336-910.000	INSURANCE	1,772.69
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	206-336-910.000	INSURANCE	11,762.17
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	207-301-910.000	INSURANCE	4,275.69
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	207-301-910.000	INSURANCE	28,370.06
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	208-000-910.000	INSURANCE	150.75
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	208-000-910.000	INSURANCE	1,000.36
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	249-000-910.000	INSURANCE	151.47
06/29/2023	GEN	92587	MICHIGAN MUNICIPAL RISK MANA	RISK INSURANCE QRTLY INSTALLMENT	249-000-910.000	INSURANCE	1,005.02
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	101-000-080.853	DUE FROM WATER PHONE	53.98
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	101-000-080.962	DUE FROM WATER MISCEL	120.00
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	101-265-853.000	TELEPHONE	605.70
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	101-265-971.000	TECHNOLOGY EQUIPMENT	120.00
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	101-757-853.000	TELEPHONE	204.75
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	206-336-757.000	OPERATING SUPPLIES	120.00
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	206-336-853.001	TELEPHONE STATION 1	269.53
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	206-336-853.002	TELEPHONE STATION 2	158.21
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	206-336-853.003	TELEPHONE STATION 3	158.21
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	207-301-757.000	OPERATING SUPPLIES	120.00
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	207-301-853.000	TELEPHONE	74.85
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	249-000-853.000	CELLULAR PHONE	32.39
06/29/2023	GEN	92588	NET EXPRESS VOIP	07/01/23-07/31/23 MONTHLY CHARGES	249-000-971.000	TECHNOLOGY EQUIPMENT	120.00
06/29/2023	GEN	92589	OAKLAND COMMERCIAL CLEANING	JUNE OFFICE CLEANING	101-265-931.001	BLDG MAINTENANCE & SU	3,300.00
06/29/2023	GEN	92590	OAKLAND COMMUNITY COLLEGE	STOGDILL, HOMELAND SECURITY 911	207-301-960.002	SNC (STATE 911) TRAINING	200.00
06/29/2023	GEN	92590	OAKLAND COMMUNITY COLLEGE	STOGDILL, DISPATCH DOMETIC VIIOLENCE	207-301-960.002	SNC (STATE 911) TRAINING	200.00
06/29/2023	GEN	92590	OAKLAND COMMUNITY COLLEGE	STOGDILL, SUICIDE INTERVENTION	207-301-960.002	SNC (STATE 911) TRAINING	200.00
06/29/2023	GEN	92590	OAKLAND COMMUNITY COLLEGE	STOGDILL, BUILD 911 LIABILITY SHIELD	207-301-960.002	SNC (STATE 911) TRAINING	200.00
06/29/2023	GEN	92590	OAKLAND COMMUNITY COLLEGE	STOGDILL, STRESS MGMNT FOR 911	207-301-960.002	SNC (STATE 911) TRAINING	200.00
06/29/2023	GEN	92591	OAKLAND COUNTY CLERKS ASSOC.	07/13/23-LUNCH AND LEARN NOBLE	101-215-864.000	CONFERENCES & MEETING	40.00
06/29/2023	GEN	92592	R & R FIRE TRUCK REPAIR INC.	E-1, DEF LOW REPAIRS	206-336-863.001	VEHICLE MAINTENANCE	375.00
06/29/2023	GEN	92593	SAFEWAY SHREDDING	GEN, MONTHLY CHARGES	101-249-727.000	OFFICE SUPPLIES	79.95
06/29/2023	GEN	92593	SAFEWAY SHREDDING	PD, SHREDDING	207-301-727.000	OFFICE SUPPLIES	59.95
06/29/2023	GEN	92594	SMART BUSINESS SOURCE	TONER	101-249-727.000	OFFICE SUPPLIES	751.52
06/29/2023	GEN	92594	SMART BUSINESS SOURCE	RUBBER BANDS, HOLDER, TONER, MOUSE	101-249-727.000	OFFICE SUPPLIES	158.52
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Check Date	Bank	Check #	Payee	Description	GL #	Account Name	Amount
06/29/2023	GEN	92595	ULINE SHIPPING SUPPLY	3X5 DELUXE MATS	206-336-931.002	MAINTENANCE STATION 2	238.20
06/29/2023	GEN	92595	ULINE SHIPPING SUPPLY	3X5 DELUXE MATS	206-336-931.003	MAINTENANCE STATION 3	158.82
06/29/2023	GEN	92596	VC3 INC	JUNE 2023 MONTHLY CHARGES	101-265-971.000	TECHNOLOGY EQUIPMENT	2,650.00
06/29/2023	GEN	92596	VC3 INC	CISCO FIREPOWER VIRTUAL NETWORK	206-336-977.000	EQUIPMENT ACQUISITION:	866.77
06/29/2023	GEN	92596	VC3 INC	PD, MONTHLY CHARGES FOR JUNE	207-301-818.000	COMPUTER SERVICES	1,200.00
06/29/2023	GEN	92597	VIZOCOM ICT LLC	GLOVES	206-336-767.000	MEDICAL SUPPLIES	123.00
06/29/2023	GEN	92598	WASH ME LLC	04/18/23-06/22/23 MONTHLY WASHES	207-301-863.001	VEHICLE MAINTENANCE	484.00
06/29/2023	GEN	92599	WEINGARTZ	CLUTCH KIT EXMARK MOWER	101-265-933.000	GROUNDS EQUIP MAINTEN	314.20
06/29/2023	GEN	92600	WITMER PUBLIC SAFETY GROUP	GROVES MOBILE DOUBLE SIDED RACK	206-336-931.001	MAINTENANCE STATION 1	2,237.78
06/29/2023	GEN	92600	WITMER PUBLIC SAFETY GROUP	DOULETTE, LEATHER FRONT	206-336-977.001	SUPPLY ACQUISITIONS 04N	132.47
	GEN Tot	al					851,211.90
06/01/2023	IMPR3	60004	DLZ MICHIGAN, INC.	ELIZABETH LK RD SERVICES THRU 05/12/23	246-000-970.006	ELIZABETH LK RD RECONST	13,613.67
06/15/2023	IMPR3	60005	EJ USA, INC	HYD 6'6"	246-000-970.005	CAPITAL OUTLAY-NEW TW	8,954.74
06/15/2023	IMPR3	60005	EJ USA, INC	HYDS 6'6"	246-000-970.005	CAPITAL OUTLAY-NEW TW	8,961.88
06/15/2023	IMPR3	60006	WHITE LAKE TOWNSHIP	REIMBURSE GEN FUND FOR PAYING DLZ INVO	246-000-214.101	DUE TO GENERAL FUND	14,224.06
06/15/2023	IMPR3	60007	WILLIAMS, WILLIAMS, RATTNER &	DEV OF NEW TWP FACILITIES, SERVICES THRU	246-000-970.005	CAPITAL OUTLAY-NEW TW	4,216.33
06/22/2023	IMPR3	60008	STRAUB PETTITT YASTE	SCHEMATIC DESIGN PHASE	246-000-970.005	CAPITAL OUTLAY-NEW TW	18,000.00
	IMPR3 T	Total					67,970.68
06/01/2023	PA-CK	1961	C & E CONSTRUCTION CO INC	1251 CASTLEWOOD GRINDER INSTALL	245-900-972.006	SAD SEWER CONNECTS	6,153.00
06/01/2023	PA-CK	1962	WHITE LAKE TOWNSHIP	1285 CASTLEWOOD GRINDER STA & ADMIN F	245-900-972.006	SAD SEWER CONNECTS	4,526.71
06/01/2023	PA-CK	1963	WHITE LAKE TOWNSHIP	1251 CASTLEWOOD GRINDER STA & ADMIN F	245-900-972.006	SAD SEWER CONNECTS	4,526.71
06/08/2023	PA-CK	1964	DLZ MICHIGAN, INC.	1285 CASTLEWOOD INSPECTION	245-900-972.006	SAD SEWER CONNECTS	330.00
06/08/2023	PA-CK	1964	DLZ MICHIGAN, INC.	10825 HILLWAY DR INSPECTION	245-900-972.006	SAD SEWER CONNECTS	330.00
06/08/2023	PA-CK	1964	DLZ MICHIGAN, INC.	10924 HILLWAY DR INSPECTION	245-900-972.006	SAD SEWER CONNECTS	330.00
06/08/2023	PA-CK	1965	WHITE LAKE TOWNSHIP	10825 HILLWAY DR GRINDER STA & ADMIN F	245-900-972.006	SAD SEWER CONNECTS	4,526.71
06/15/2023	PA-CK	1966	OAKLAND COUNTY	10924 HILLWAY DR SANITARY SEWER CONNE	245-900-972.006	SAD SEWER CONNECTS	30.00
06/15/2023	PA-CK	1967	OAKLAND COUNTY	10825 HILLWAY DR SANITARY SEWER CONNE	245-900-972.006	SAD SEWER CONNECTS	30.00
06/15/2023	PA-CK	1968	OAKLAND COUNTY	1285 CASTLEWOOD DR SANITARY SEWER CO	245-900-972.006	SAD SEWER CONNECTS	30.00
06/15/2023	PA-CK	1969	WHITE LAKE TOWNSHIP	10924 HILLWAY GRINDER STA & ADMIN FEE	245-900-972.006	SAD SEWER CONNECTS	4,526.71
06/29/2023	PA-CK	1970	OAKLAND COUNTY	GRASS LK WELL DEBT PAYMENT	245-900-972.011	DEBT SERVICE GRASS LK AL	14,945.93
	PA-CK T	otal					40,285.77
06/01/2023	SEWFD	4068	EGANIX INC.	KREBS COMMAND-ODOR CONTROL	590-000-930.000	REPAIRS & MAINTENANCE	2,700.00
06/08/2023	SEWFD	4069	COMMERCE TOWNSHIP	MAY 2023 SEWER CONNECTIONS	590-000-969.000	CONNECTION EXPENSE-CO	9,792.00
06/08/2023	SEWFD	4070	DLZ MICHIGAN, INC.	CWSRF SEWER LINING DESIGN	590-000-801.000	PROFESSIONAL FEES	10,700.00
06/29/2023	SEWFD	4071	EGANIX INC.	BIOLOGICALS FOR ODOR CONTROL	590-000-930.000	REPAIRS & MAINTENANCE	2,700.00
06/29/2023	SEWFD	4072	KENNEDY INDUSTRIES	BARNES, COVER KIT	590-000-930.000	REPAIRS & MAINTENANCE	425.22
	SEWFD	Total					26,317.22
06/20/2023	TAX	6799	TINA SHERMAN	12-07-130-068 DBOR 22 SUMMER TAX REFUN	703-000-385.005	DUE TO OTHERS (REFUNDS	583.09
	TAX Tot	al					583.09

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JUNE 2023 CHECK	DISBURSE	MENTS					Section 6, Item B.
Check Date	Bank	Check #	Payee	Description	GL #	Account Name	Amount
06/01/2023	TNA	15094	AQUA -WEED CONTROL INC.	LK ONA WHOLE LAKE TREATMENT	701-000-250.010	LAKE ONA IMPROVEMENT	7,000.00
06/01/2023	TNA	15095	C & E CONSTRUCTION CO INC	1152 CLEARWATER GRINDER INSTALL	701-000-284.006	GRINDER PUMP INSTALLS	5,887.00
06/01/2023	TNA	15096	DLZ MICHIGAN, INC.	ALPINE VALLEY ADDITION, ADMIN PLAN REVI	701-000-286.006	ALPINE VALLEYADDITION	688.75
06/01/2023	TNA	15096	DLZ MICHIGAN, INC.	8317 HIGHLAND/RIPPLES, PUNCHLIST ITEMS	701-000-286.419	RIPPLES	262.50
06/01/2023	TNA	15096	DLZ MICHIGAN, INC.	OAKLAND WEED HARVESTERS, FSP REVIEW/P	701-000-286.448	OAKLAND WEED HARVESTI	632.50
06/01/2023	TNA	15096	DLZ MICHIGAN, INC.	COMFORT CARE, FSP REVIEW	701-000-286.453	COMFORT CARE ASSISTED	170.00
06/01/2023	TNA	15096	DLZ MICHIGAN, INC.	COMFORT CARE, FSP REVIEW	701-000-286.455	WHITE LAKE HILL/AVALON	42.50
06/01/2023	TNA	15096	DLZ MICHIGAN, INC.	CARTERS PLUMBING, PRELIM SITE PLAN REVII	701-000-286.463	CARTER'S PLUMBING	575.00
06/01/2023	TNA	15096	DLZ MICHIGAN, INC.	PARK RIDGE, PRIVATE RD REVIEW	701-000-286.470	PARK RIDGE PRIVATE ROAI	988.75
06/01/2023	TNA	15097	KENNEDY INDUSTRIES	9345 HIGHLAND RD CONTROL PANEL	701-000-284.006	GRINDER PUMP INSTALLS	3,920.00
06/01/2023	TNA	15098	NCM VENTURES/JOHN ROZANSKI	REFUND CURRENT ESCROW BAL/PROJECT ON	701-000-286.420	PONTIAC LAKEVIEW APTS	15,886.25
06/01/2023	TNA	15099	SAMANTHA HOLMYARD	HOLMYARD-RETURN DEPOSIT	701-000-283.000	DEPOSITS FOR HALLS	200.00
06/01/2023	TNA	15100	WHITE LAKE TOWNSHIP	1251 CASTLEWOOD REIMBURSE PA-CK FOR D	701-000-284.006	GRINDER PUMP INSTALLS	650.00
06/01/2023	TNA	15101	WHITE LAKE TOWNSHIP	1152 CLEAR WATER GRINDER STA & ADMIN F	701-000-284.006	GRINDER PUMP INSTALLS	3,279.29
06/01/2023	TNA	15102	WHITE LAKE TOWNSHIP	9345 HIGHLAND HYPERSHINE ADMIN FEE	701-000-284.006	GRINDER PUMP INSTALLS	1,249.05
06/08/2023	TNA	15103	C & E CONSTRUCTION CO INC	657/959 SLOANE CT GRINDER INSTALL	701-000-284.006	GRINDER PUMP INSTALLS	6,982.00
06/08/2023	TNA	15104	DLZ MICHIGAN, INC.	10964 HILLWAY DR DESIGN & EASEMENT	701-000-284.006	GRINDER PUMP INSTALLS	650.00
06/08/2023	TNA	15104	DLZ MICHIGAN, INC.	10944 HILLWAY DR DESIGN & EASEMENT	701-000-284.006	GRINDER PUMP INSTALLS	650.00
06/08/2023	TNA	15104	DLZ MICHIGAN, INC.	10760 BOGIE LK DESIGN & EASEMENT	701-000-284.006	GRINDER PUMP INSTALLS	650.00
06/08/2023	TNA	15105	DTE ENERGY	MANDON LAKE 04/13/23-05/11/23	701-000-250.013	MANDON LAKE	15.19
06/08/2023	TNA	15106	O.C.W.R.C.	MAY 2023 SEWER PERMITS	701-000-287.005	DUE TO OAKLAND CO SEW	400.00
06/08/2023	TNA	15107	WHITE LAKE TOWNSHIP	957/959 SLOANE TWP ADMIN FE	701-000-284.006	GRINDER PUMP INSTALLS	527.50
06/15/2023	TNA	15108	AQUA -WEED CONTROL INC.	COLEDALE BAY SEASON PLAN TREATMENT	701-000-250.002	COLEDALE BAY	3,304.00
06/15/2023	TNA	15109	AQUA -WEED CONTROL INC.	STOPKE BAY TREATMENT PLAN	701-000-250.009	STOPKE BAY	7,100.00
06/15/2023	TNA	15110	LAKESIDE LAWN & LANDSCAPE	ROUND LK, 05/23/23 MOWING	701-000-250.006	ROUND LAKE IMPROVEME	60.00
06/15/2023	TNA	15111	OAKLAND COUNTY	957/959 SLOANE CT GRINDER PUMP EASEME	701-000-284.006	GRINDER PUMP INSTALLS	30.00
06/15/2023	TNA	15112	OAKLAND COUNTY TREASURER	MAY 2023 TRAILER TAX	701-000-287.003	DUE TO OAKLAND CO TR T.	4,250.00
06/15/2023	TNA	15113	PLM LAKE & LAND MANAGEMENT	ROUND LK, ALGAE TREATMENT	701-000-250.006	ROUND LAKE IMPROVEME	1,446.40
06/15/2023	TNA	15114	WHITE LAKE TOWNSHIP TREASURE	E MAY 2023 TRAILER TAX	701-000-285.013	DUE TO G/F TRAILER PARK	850.00
06/20/2023	TNA	15115	67TH DISTRICT COURT	BOND-TODD JEFFERY REID		DUE TO COURTS	100.00
06/21/2023	TNA	15116	16TH DISTRICT COURT	BOND FOR BRITTANY M. HADDEN	701-000-287.002	DUE TO COURTS	312.00
06/22/2023	TNA	15117	DTE ENERGY	2827 RIPPLEWAY 05/13/23-06/13/23 CHARG	701-000-250.010	LAKE ONA IMPROVEMENT	90.14
06/22/2023	TNA	15117	DTE ENERGY	3077 RIPPLEWAY 05/13/23-06/13/23 CHARG	701-000-250.010	LAKE ONA IMPROVEMENT	84.34
06/22/2023	TNA	15117	DTE ENERGY	5301 COOLEY 05/13/23-06/13/23 CHARGES	701-000-250.010	LAKE ONA IMPROVEMENT	1,034.32
06/22/2023	TNA	15117	DTE ENERGY	2533 RIPPLEWAY 05/13/23-06/13/23 CHARG	701-000-250.010	LAKE ONA IMPROVEMENT	151.07
06/22/2023	TNA	15118	DTE ENERGY	1287 GROVE PT 05/13/23-06/13/23 CHARGES	701-000-250.006	ROUND LAKE IMPROVEME	562.97
06/22/2023	TNA	15119	DTE ENERGY	7255 BISCAYNE 05/13/23-06/13/23 CHARGES	701-000-250.011	LAKE NEVA IMPROVEMEN	387.48
06/22/2023	TNA	15120	OAKLAND COUNTY ANIMAL CONT	R DOG TAG SALES	701-000-285.011		6,123.00
06/22/2023	TNA	15121	ROSATI, SCHULTZ, JOPPICH	KOHLS PLANNED DEVELOPMENT AGRMT	701-000-286.266	KOHLS	77.56

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JUNE 2023 CHECK	DISBURSE	MENTS					Section 6, Item B.
Check Date	Bank	Check #	Payee	Description	GL #	Account Name	Amount
06/22/2023	TNA	15122	THE PRESERVES LLC		701-000-284.006	GRINDER PUMP INSTALLS	3,678.00
06/22/2023	TNA	15123	WHITE LAKE TREASURER	DOG TAG SALES	701-000-285.012	DUE TO G/F DOG LICENSE	743.00
06/28/2023	TNA	15124	56TH DISTRICT COURT	BOND-KAYCIA MAE GIROLAMO	701-000-287.002	DUE TO COURTS	100.00
06/29/2023	TNA	15125	DTE ENERGY	2660 STEEPLE HILL 05/12/23-06/12/23 MONT	701-000-250.005	GRASS LAKE SAD	2,255.88
06/29/2023	TNA	15126	DTE ENERGY	MANDON, 05/12/23-06/12/23 MONTHLY CH/	701-000-250.013	MANDON LAKE	26.03
	TNA Tota	al					84,072.41
06/01/2023	WAT	8000	DTE ENERGY	6260 GRASS LK 04/20/23-05/18/23	591-000-921.006	ELECTRICITY GRASS LAKE	1,116.97
06/01/2023	WAT	8001	FERGUSON WATERWORKS #3386	LF BRZ 1 MIP X 1-1/4 FIP MTR COUP	591-000-750.000	OPERATING SUPPLIES MET	299.84
06/01/2023	WAT	8002	HARRINGTON INDUSTRIAL PLASTIC	VARIOUS PARTS/ELBOWS/BUSHINGS	591-000-931.000	REPAIR & MAINT BLDG & E	818.98
06/01/2023	WAT	8002	HARRINGTON INDUSTRIAL PLASTIC	CREDIT-VARIOUS PARTS/BUSHING/ELBOW ET	591-000-931.000	REPAIR & MAINT BLDG & E	(738.80)
06/01/2023	WAT	8003	O.C.W.R.C.	02/01/23-05/01/23 8935 SATELITE DR	591-000-803.000	IRON FILTRATION EXPENSE	4,623.91
06/01/2023	WAT	8004	WEINGARTZ	O-RING, ORIFICE NOZZLE	591-000-755.000	OPERATING SUPPLIES TOO	16.63
06/01/2023	WAT	8004	WEINGARTZ	STIHL CUTQUICK W/14" CUTTTING WHEEL	591-000-755.000	OPERATING SUPPLIES TOO	1,579.98
06/08/2023	WAT	8005	AQUATEST	BACTERIA TEST	591-000-748.000	TESTING WATER SYSTEMS	168.00
06/08/2023	WAT	8005	AQUATEST	BACTERIA TEST	591-000-748.000	TESTING WATER SYSTEMS	196.00
06/08/2023	WAT	8006	CONSUMERS ENERGY	04/26/23-05/24/23 STEEPHOLLOW	591-000-923.001	GAS TWIN LAKES	49.49
06/08/2023	WAT	8006	CONSUMERS ENERGY	04/26/23-05/25/23 FOX BAY	591-000-923.002	GAS HILLVIEW	33.97
06/08/2023	WAT	8006	CONSUMERS ENERGY	04/25/23-05/24/23 GRASS LK RD	591-000-923.004	GAS GRASS LAKE	174.49
06/08/2023	WAT	8006	CONSUMERS ENERGY	04/26/23-05/24/23 SATELITE DR	591-000-923.005	GAS VILLAGE ACRES-SATEL	118.93
06/08/2023	WAT	8007	DLZ MICHIGAN, INC.	GEN WATER SERVICES	591-000-802.000	ENG & ARCH FEES	640.00
06/08/2023	WAT	8007	DLZ MICHIGAN, INC.	GEN WATER SERVICES	591-000-802.000	ENG & ARCH FEES	60.00
06/08/2023	WAT	8007	DLZ MICHIGAN, INC.	BOGIE LAKE DWRF	591-000-802.000	ENG & ARCH FEES	2,353.75
06/08/2023	WAT	8008	FERGUSON WATERWORKS #3386	(16) METERS	591-000-750.000	OPERATING SUPPLIES MET	3,735.20
06/08/2023	WAT	8008	FERGUSON WATERWORKS #3386	MACH10 METER (HYPERSHINE)	591-000-750.000	OPERATING SUPPLIES MET	1,100.00
06/08/2023	WAT	8008	FERGUSON WATERWORKS #3386	(60) METER ACCESSORIES	591-000-750.000	OPERATING SUPPLIES MET	1,026.52
06/08/2023	WAT	8008	FERGUSON WATERWORKS #3386	METER COUPLINGS	591-000-750.000	OPERATING SUPPLIES MET	50.01
06/08/2023	WAT	8009	HACH COMPANY	SPECTRO PKG	591-000-748.000	TESTING WATER SYSTEMS	769.50
06/08/2023	WAT	8010	HARRINGTON INDUSTRIAL PLASTIC	C ELBOWS, COUPLINGS, ADAPTER, VALVE BALL			84.67
06/08/2023	WAT	8010	HARRINGTON INDUSTRIAL PLASTIC	C PIPE, VALVE BALL, TESS, ADAPTER	591-000-931.000	REPAIR & MAINT BLDG & E	637.58
06/08/2023	WAT	8011	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM	591-000-818.000	CONTRACTED SERVICES	267.00
06/08/2023	WAT	8012	MRWA	ANNUAL DUES FOR ENTIRE COMMUNITY	591-000-958.000	DUES & MISC	960.00
06/08/2023	WAT	8013	USIC LOCATING SERVICES, LLC	02/01/22-02/28/22 LOCATING SERVICES	591-000-818.000	CONTRACTED SERVICES	310.73
06/08/2023	WAT	8013	USIC LOCATING SERVICES, LLC	05/01/23-05/31/23 LOCATING SERVICES		CONTRACTED SERVICES	2,377.76
06/08/2023	WAT	8014	WHITE LAKE TOWNSHIP	REIMBURSE FOR MAY SERVICES	591-000-084.101	DUE FROM GENERAL FUNE	(60,170.18)
06/08/2023	WAT	8014	WHITE LAKE TOWNSHIP	REIMBURSE FOR MAY SERVICES	591-000-214.101	DUE TO GENERAL FUND	173,712.99
06/15/2023	WAT	8015	DLZ MICHIGAN, INC.	ASPEN MEADOWS IRON FILTRATION SERVICE	591-000-160.000	CONST IN PROGRESS	5,042.50
06/15/2023	WAT	8016	FERGUSON WATERWORKS #3386	MTR COUP (20)	591-000-750.000	OPERATING SUPPLIES MET	350.54
06/15/2023	WAT	8017	HARRINGTON INDUSTRIAL PLASTIC	C ELBOWS, COUPLLINGS, UNIONS, VALVE BALL	591-000-931.000	REPAIR & MAINT BLDG & E	400.64
06/15/2023	WAT	8018	O.C.W.R.C.	BOGIE LK RD WATERMAIN PROJECT SOIL ERO	591-000-160.000	CONST IN PROGRESS	** VOIDED **

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JUNE 2023 CHECK	DISBURSE	MENTS					Section 6, Item B.
Check Date	Bank	Check #	Payee	Description	GL#	Account Name	Amount
06/15/2023	WAT	8019	RS TECHNICAL SERIVCES, INC.	HYDRO INSTRUMENT KITS	591-000-931.000	REPAIR & MAINT BLDG & E	1,345.00
06/15/2023	WAT	8020	ZACHARY GROSS	GROSS, REIMBURSE FOR BOOT PURCHASE	591-000-744.000	SAFETY GEAR AND CLOTHII	150.00
06/22/2023	WAT	8021	ELHORN ENGINEERING CO	EL-CHOR, CARUS	591-000-745.000	SYSTEM CHEMICALS	6,915.00
06/22/2023	WAT	8022	JCI JONES CHEMICALS, INC.	CHLORINE	591-000-745.000	SYSTEM CHEMICALS	3,137.00
06/29/2023	WAT	8023	DTE ENERGY	360 WOODSEDGE 05/11/23-06/09/23 CHARG	591-000-921.000	ELECTRICITY TOWER	54.96
06/29/2023	WAT	8023	DTE ENERGY	8906 HURON BLUFFS 05/11/23-06/09/23 CH/	\$91-000-921.001	ELECTRICITY TL	574.39
06/29/2023	WAT	8023	DTE ENERGY	9164 STEEPHOLLOW 05/11/23-06/09/23 CHA	591-000-921.001	ELECTRICITY TL	1,505.23
06/29/2023	WAT	8023	DTE ENERGY	8208 FOX BAY 05/11/23-06/09/23 CHARGES	591-000-921.002	ELECTRICITY HILLVIEW	1,466.20
06/29/2023	WAT	8023	DTE ENERGY	8935 SATELITE 05/11/23-06/09/23 CHARGES	591-000-921.004	ELECTRICITY VILLAGE ACRE	6,146.40
06/29/2023	WAT	8023	DTE ENERGY	145 HURONDALE 05/11/23-06/09/23 CHARG	I 591-000-921.008	ELECTRICITY-HURONDALE	224.87
06/29/2023	WAT	8023	DTE ENERGY	993 N WILLIAMS 05/11/23-06/09/23 CHARGI	591-000-921.010	ELECTRICITY 933 WILLIAMS	18.95
06/29/2023	WAT	8024	ELHORN ENGINEERING CO	BULK EL-CHLOR	591-000-745.000	SYSTEM CHEMICALS	1,411.00
06/29/2023	WAT	8025	GEORGE STEWART PHOTOGRAP	PENS	591-000-995.001	WELL HEAD PROTECTION F	982.00
06/29/2023	WAT	8026	STATE OF MICHIGAN	WATER TESTING	591-000-748.000	TESTING WATER SYSTEMS	501.00
06/29/2023	WAT	8027	WEINGARTZ	STARTER ASSY	591-000-755.000	OPERATING SUPPLIES TOO	30.99
	WAT To	tal					166,630.59
	Grand T	otal					1,237,071.66

BUDGET AMENDMENT

WHITE LAKE TWP GENERAL TOWNSHIP 7/18/2023

REASON FOR AMENDMENT:

Adjust budget for Elected and Appointed Pay increases.

A/C #	A/C DESCRIPTION	YTD	23 BUDGET	AMEND	REVISED
101-101-703.000	SALARIES TRUSTEES	21,039	42,100	5,000	47,100
101-101-715.000	SOCIAL SECURITY	1,630	3,300	400	3,700
101-171-703.000	SALARIES SUPERVISOR	48,191	96,564	4,200	100,764
101-171-704.000	SALARIES, DEPUTYY SUPERVISOR	34,570	70,175	7,300	77,475
101-171-715.000	SOCIAL SECURITY	11,569	23,100	900	24,000
101-171-718.001	HEALTH CARE SAVINGS PROGRAM	1,378	4,100	260	4,360
101-171-718.000	PENSION	61,626	157,650	6,700	164,350
101-215-703.000	SALARIES CLERK	44,766	89,700	5,010	94,710
101-215-704.000	SALARIES DEPUTY CLERK	37,312	75,770	5,000	80,770
101-215-715.000	SOCIAL SECURITY	10,255	21,700	770	22,470
101-215-718.000	PENSION	50,674	100,400	5,800	106,200
101-215-718.001	HEALTH CARE SAVINGS PROGRAM	4,008	8,160	350	8,510
101-253-703.000	SALARIES TREASURER	44,766	89,700	5,010	94,710
101-253-704.000	SALARIES DEPUTY TREASURER	37,312	74,768	5,000	79,768
101-253-715.000	SOCIAL SECURITY	10,542	22,000	770	22,770
101-253-718.000	PENSION	50,892	110,000	5,800	115,800
101-253-718.001	HEALTH CARE SAVINGS PROGRAM	2,477	5,025	175	5,200
101-000-393.000/	FUND BALANCE - DESIGNATED		(459,637)	(58,445)	(518,082)

Rik Kowall, Supervisor

Date

	N	Ionthl	y Sun	nmary	y of C	ffens	es				
		All O	ffenses th	nat were A	ttempted	or Complet	ted				
									ARR	ESTS	
								AD	JLT	JU	V
CLASS	Description	Jun-23	Jun-22	YTD 2023	YTD 2022	YTD % CHG		Jun-23	YTD	Jun-23	YTD
100	Murder / Manslaughter	0	0	0	1	-100.0%		0	0	0	0
200	Forcible Sexual Offenses	1	0	5	2	150.0%		1	1	0	0
300	Robbery	0	0	2	1	100.0%		0	1	0	0
400	Assault Offenses	8	11	54	39	38.5%		6	31	0	3
500	Burglary / Home Invasion	0	3	1	10	-90.0%		0	0	0	0
600	Larceny Violations	2	5	16	38	-57.9%		0	3	0	0
700	Motor Vehicle Theft	2	2	5	5	0.0%		1	3	0	0
800	Arson	1	0	1	0	100.0%		1	1	0	0
900	Kidnapping / Abduction	0	0	0	0	0.0%		0	0	0	0
	GROUP A TOTALS	14	21	84	96	-12.5%		9	40	0	3

WHITE LAKE TOWNSHIP POLICE DEPARTMENT

JUNE 2023

DETECTIVE BUREAU SUMMARY						
DETECTIVE BOREAU SUMMART	Jun-23	Jun-22	% CHG.	YTD 23	YTD 22	% CHG
			10 01101			10 0110
ARRESTS	9	0	900.0%	34	0	3400.0%
WARRANTS ISSUED	36	18	100.0%	236	152	55.3%
JUVENILE PETITIONS	3	10	-70.0%	20	28	-28.6%
COURT CASES	2	3	-33.3%	10	62	-83.9%
3						
PRISONERS ARRAIGNED	14	9	55.6%	64	42	52.4%
CASES ASSIGNED	65	20	225.0%	276	127	117.3%
CASES CLOSED BY ARREST	52	44	18.2%	292	302	-3.3%
CASES CLOSED OTHER	35	11	218.2%	152	97	56.7%
UNIFORM DIVISION SUMMARY						
	Jun-23	Jun-22	% CHG.	YTD 23	YTD 22	% CHG
ARRESTS	87	75	16.0%	448	468	-4.3%
TRAFFIC WARNINGS	304	246	23.6%	1,795	1,598	12.3%
TICKETS ISSUED	301	253	19.0%	2,106	2,035	3.5%
ACCIDENT - PROPERTY DAMAGE	37	40	-7.5%	170	222	-23.4%
ACCIDENT - PERSONAL INJURY	7	8	-12.5%	45	42	7.1%
ACCIDENT - FATAL	0	0	0.0%	2	0	200.0%
ACCIDENT - PRIVATE PROPERTY	10	15	-33.3%	53	74	-28.4%
CALLS FOR SERVICE	1,897	1,695	11.9%	12,316	11,863	3.8%
DISPATCH RUNS	816	858	-4.9%	4,202	4,611	-8.9%

SelT. le J

Daniel T. Keller, Chief of Police



Fire Department Charter Township of White Lake

June 2023 Incident / Activity Summary

Incident Response breakdown

Medical/Rescue 177
Hostile Fires (Structure, Vehicle, Brush, and Other)09
Hazardous Conditions16
Public Service / Other30
Uncategorized04

Activity Summary

Home Fire Safety Inspections03
Public Service Events / Standby05
Child Seat Inspection03
Community CPR Training02

Mutual Aid –

•	Given	01
•	Received	02

Total Calls for Service: 236

YTD Total Run Volume: 1,464

Additional Comments: Major Incidents – Two (2) structure fires this month (June 20th & June 27th) within 1 week of each other. I want to recognize the personnel from our department for their professionalism, knowledge, tactics and incident management abilities. These skill sets were instrumental in the safe mitigation of these incidents. I also want to thank our mutual partners.

"A job well done".

Captain Steve Hanneman Sergeant Mark Page Sergeant Pete Simpson Firefighter Dylan Bastionell Firefighter Matt Combs Firefighter Joe Doulette Firefighter Brent Ludwig Firefighter Joe Settecerri Firefighter Mark Birkholz

John Holland

Firefighter Kevin Cossette Firefighter Bruce Flores Fire Marshal Jason Hanifen Cadet Anthony Smith

Mutual Aid Communities:

Commerce Township Fire Department Springfield Township Fire Department Waterford Township Fire Department

Fire Chief

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



Section 6, Item F. Scott Ruggles iz Fessler Smith

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

July 2023

Dear Township Board Members,

During the month of June, the department continued working on a variety of projects. The Planning Commission continued work on the Land Use Master Plan update, with Beckett & Raeder. The Corridor Improvement Authority (CIA) Board continues to work on the Tax Increment Financing Plan. The intent is for both of these plans to be finalized late this year. After some revisions, the draft A133 & A201 agreements, with McCarthy & Smith are now ready for consideration by the Board. Finally, the geotechnical work at the Civic Center site is progressing.

There are several active projects under review. The Comfort Care development (Union Lake Rd & Carpathian) received Final Site Plan and Planned Development Agreement approval and are now finalizing their construction plans. The Avalon project (M-59 & Hill Rd), continues to work on their Final Site Plan. We received a site plan application for a retail and drive-thru restaurant project called Gateway Commons, located at the southwest corner of M-59 & Bogie Lake Road. We received an application for a Panera Restaurant on a Meijer out lot as well. The Sunset Cove project (M-59 & Pontiac Lake Rd) is moving from conceptual into Preliminary Site Plan review with their multifamily residential and restaurant development project. Alpine Valley ski resort is proposing a small additional to their existing lodge. Finally, a new self-storage project called "Ginko" has submitted a site plan for a parcel located on the north side of White Lake Road, across from Mack Industries.

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 and will soon begin home construction. The West Valley and Lakepointe projects (near Bocovina on either side of Union Lake Rd.) received site plan extensions and still intend to begin construction this year, though construction has not commenced. The redevelopment of the former Sonic restaurant (at Fisk Corners) is continuing to move forward. The Oakland Harvesters (White Lake Rd.) project received Final Site Plan and Special Land Use approval and will hopefully begin construction this fall. The Hypershine car wash (M-59 & Fisk) is nearing completion and will likely open in late July or early August.

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,

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

Parks and Recreation July 2023

Dear Township Board,

The Michigan Department of Natural Resources (MDNR) approved the Stanley Park plans, specifications, and bid documents. In June the Stanley Park Phase 1 development plans were advertised for bid, with bids due July 11, 2023. If bids are received and pricing is within budget, award of the contract may be on the July 18, 2023 Township Board meeting agenda for approval. Construction could begin in August. This schedule would allow for about two months of construction prior to an October 15, 2023 (approximate based on weather) shutdown per the U.S. Fish and Wildlife Service (USFWS) permit (Eastern Massasauga Rattlesnake hibernation period).

The Parks and Recreation Committee is partnering with the Lakes Area Chamber of Commerce to hold "Rockin' the Farm" at Fisk Farm on August 5, 2023 from 5:00 p.m. to 11:00 p.m. The outdoor concert will include two bands. Kickstand Brewery will be serving beer, wine, and seltzer from the barn (the barn will be the only open building during the event). Dickey's Barbeque Pit and Kickstand Brewery will be food vendors. There will be a kid zone with inflatable bounce houses, games, etc. from Oakland County Parks and Recreation. Portable restrooms will be provided.

If you have any questions, please contact me.

Sincerely,

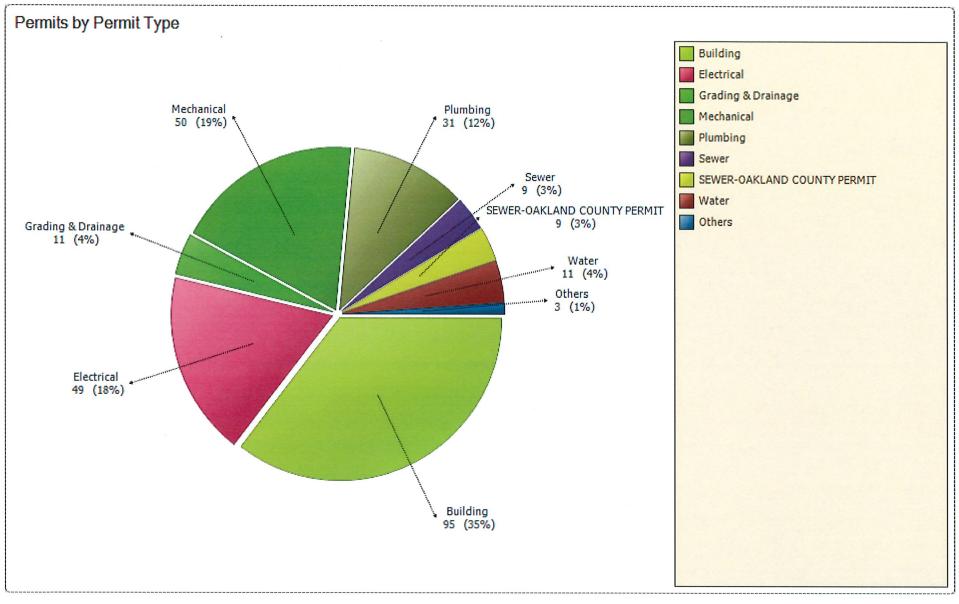
Justin Quagliata

Justin Quagliata Staff Planner

Section 6, Item F.

Breakdown of Permits by Permit Type

Current Chart Filter: All Records, Permit.DateIssued Between 6/1/2023 12:00:00 AM AND 6/30/2023 11:59:59 PM



WHITE LAKE TOWNSHIP TREASURER'S REPORT GENERAL FUND ENDING JUNE 30, 2023

BALANCE AS OF MAY 31, 2023

26,643,283.36

White Lake Water Building:	Building Licenses	58,406.45 380.00	
	Building Permits	47,282.00	
	Electrical Licenses	280.00	
	Electrical Permits	8,448.00	
	Maintenance and Supplies Mechanical Licenses	90.00	
	Mechanical Permits	9,060.00	
	Rental Fee/Misc. Revenue Plumbing Licenses	5,600.00 8.00	
	Plumbing Permits	3,990.00	
	Fire Safety Reviews	0.00	
Accrued Salaries			
Admin Fees		2,794.85	
Cash Bonds CDBG		22,681.50	
Cemetery Lots		00 003	
Conference & Meetings		600.00	
Delinguent Property Tax		12,061.45	
Dog License		743.00	
Dental Ins / Optical Ins			
Due from Other Funds Duplicating & Photostat/Maps		454,538.93	
DWRF			
Fixed Assets- Sale		ala na Shinggan (na shinga kula bila da	
Franchise Fees/Cable TV			
Grinder Pump Inventory		20,367.83	
Gravesite Openings/ Closings		2,875.00	
Landscaping Inspection Fees		292.32	
Metro Act Revenue		17,610.62	
Miscellaneous Monument Foundations/Brick Pav		985.50	
NSF Fees		638.80	
OC Enhanced Revenue Ordinance Fines		4,221.98	
Other Sundry		25.00	
Postage & Misc. Revenue		an gan ang ang ang ang ang ang ang ang a	
Punchilist Admin Fees			
Planning Department Reviews			
Platting/Lot Split Legal Fees - Misc.			
Payroll Service			
PRE Denials			
Road Construction/Tri-Party			
Rent Community Hall & Fields		75.00	
Rent- Ormond Tower		1,254.09	
Reimbursements - Election			
Senior Activities		1,531.00	
Senior Center Revenue Solicitor Permits		34.38	
Solicitor Permits State Grants			
State Shared Revenue		559,346.00	
Trailer Park Tax		850.00	
Unallocated Miscellaneous		000.00	
Zoning Board of Appeals	1999 - dawie datu fai watu manada kana datu datu datu datu datu datu datu dat	895.00	
CASH RECEIPTS - Subtotal	-	1,237,966.70	
Fire Cash Receipts		2,617.34	
Police Cash Receipts		24,517.61	
Due From Other Funds			
American Rescue Plan Act			
Voided Checks			
June Interest TOTAL RECEIPTS	-	54,314.73 1,319,416.38 1,319	,416.3
Cash Disbursements		27,962	,699.7 ,676.9
Transfers in			5,676.9 5,618.1
Transfers Out			,010.1 1,143.6
Deposit Adjustment/Bank Service Cl	λα		

RECONCILIATION OF CASH ON HAND

Checking	506,427.50
Investment	25,855,069.83
Balance as of June 30, 2023	26,361,497.33

WHITE LAKE TOWNSHIP TREASURER'S REPORT OTHER FUNDS June 30, 2023

CONSTRUCTION	Checking		\$	100.00
DRUG FORFEITURE	Savings Interest	\$ 2.16	\$	121,324.12
EMPLOYEE FLEXIBLE SPENDING	Checking		\$	14,907.29
IMPROVEMENT REVOLVING FUND	Savings (3912) Interest	\$ 1,529.92	\$	472,770.39
	OC Pool (77807) Interest	\$ 7,466.65	\$	6,738,092.68
	Checking (3306) JPM Securities (05602) Interest		\$ \$	281,287.56 5,882,928.01
LIBRARY DEBT	Savings Interest	\$ 487.46	\$	150,151.45
PARKS & RECREATION	Savings Interest	\$ 3.04	\$	183,681.20
	OC Pool Interest	\$ 975.59	\$	1,311,162.68
PUBLIC ACT 188	Checking		\$	123,479.91
	Savings Interest	\$ 8.56	\$	479,784.88
SEWER FUND	Checking		\$	161,591.10
SEWER MAINTENANCE	General Savings (3148) Interest	\$ 4,997.59	\$	1,664,229.42
SPECIAL ASSESSMENTS	Rubbish Savings (1134) Interest	\$ 24.15	\$	1,117,002.14
	SAD - Non sewer (8959) Interest	\$ 632.03	\$	195,306.66
T & A ESCROW	Checking Savings Interest	\$ 15.05	\$ \$	34,053.72 810,662.92
	OC Pool Interest	\$ 384.42	\$	437,839.03
WATER	Operating Checking-HVSB Operating MM-HVSB (515)		\$ \$	215,282.17 2,170,253.60
	Interest Water Capital OC Pool	\$ 18,533.99	↓ \$	1,923,635.99
	Interest Water Capital-Flagstar (7744)	\$ 1,837.63	\$	504,149.75
	Interest Water Capital-HVSB (309)	\$ 1,631.46	\$	252,810.99
	Interest	\$ 518.41	\$	25,246,487.66
CURRENT TAX	Checking CDARS		\$ \$	5,067.44
		\$ 39,048.11	\$	25,251,555.10
Respectfully submitted				

Respectfully submitted,

Mike Roman Treasurer

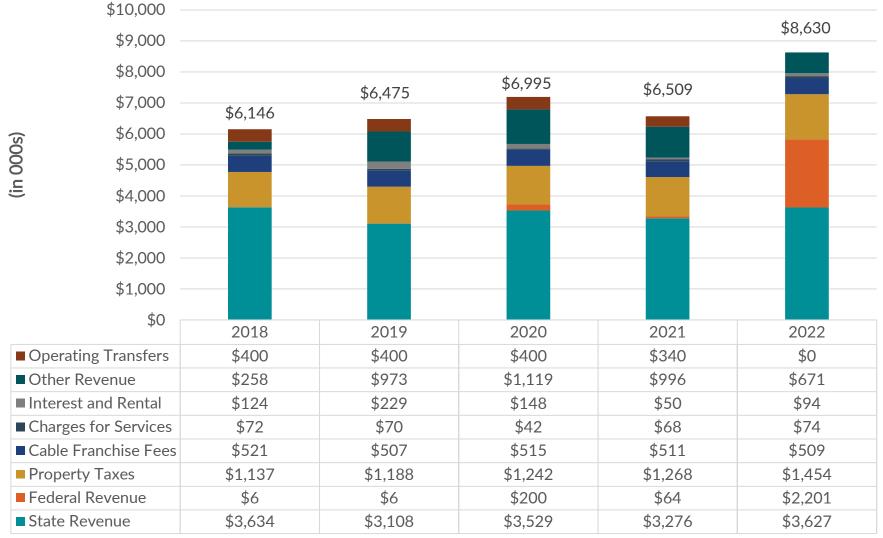
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Charter Township of White Lake Audit Presentation

FOR YEAR ENDED DECEMBER 31, 2022

Charter Township of White Lake General Fund Revenue and Transfers Years Ended December, 31

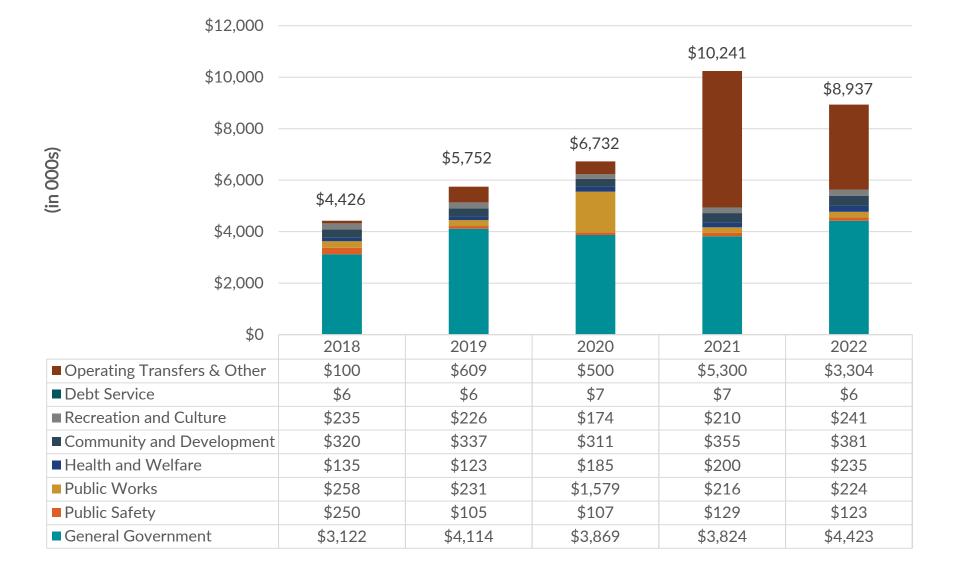


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52

Section 7, Item A.

Charter Township of White Lake General Fund Expenditures and Transfers Years Ended December, 31



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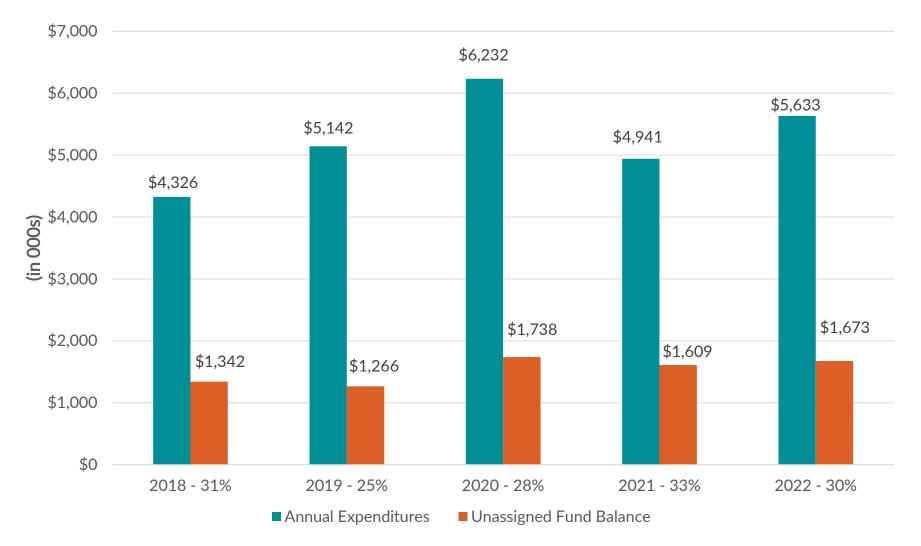
Section 7. Item A.



Charter Township of White Lake General Fund

Section 7, Item A

Fund Balance to Expenditures (excluding Transfers) Years Ended December, 31



Charter Township of White Lake All Governmental Funds Expenditures Years Ended December, 31



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Section 7, Item A.

Section 7, Item A.

Charter Township of White Lake Water Fund Years Ended December, 31



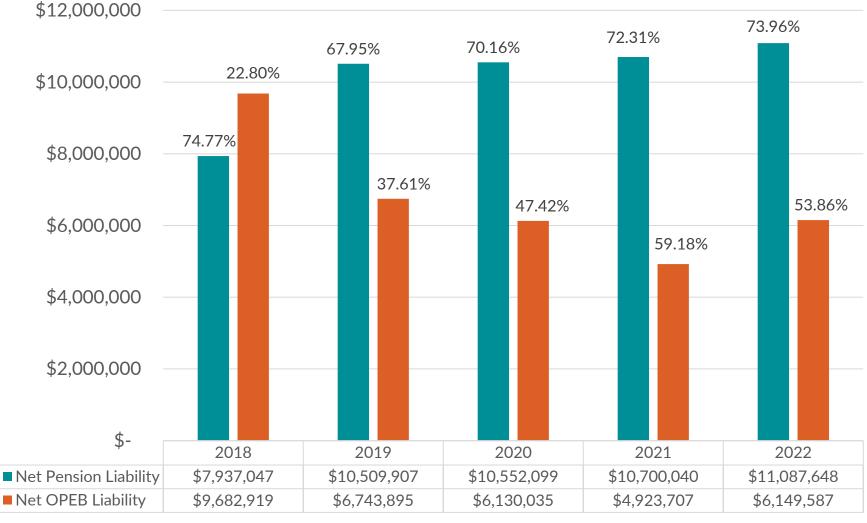
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Charter Township of White Lake Sewer Fund Years Ended December, 31



Section 7, Item A.





Net Pension Liability

Net OPEB Liability

THANK YOU

For more information, please contact:

Pamela Hill *Pamela.Hill@plantemoran.com*

Chris Gilbert 810-766-6008 *Christopher.Gilbert@plantemoran.com*

Nicole Hart *Nicole.Hart@plantemoran.com* 810-766-6055

810-766-6022

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Section 8, Item A.

CHARTER TOWNSHIP OF WHITE LAKE Draft Minutes of the Special Board of Trustees Meeting June 20, 2023

CALL TO ORDER

Supervisor Kowall called the meeting to order at 5:00 P.M. He then led the Pledge of Allegiance.

Clerk Noble called the roll:

ROLL CALL

Present:

Rik Kowall, Supervisor Anthony L. Noble, Clerk Mike Roman, Treasurer Liz Smith, Trustee Andrea Voorheis, Trustee

Absent:

Scott Ruggles, Trustee Mike Powell, Trustee

Others:

Sean O'Neil, Community Development Director Nick Spencer, WLT Building Official Daniel T. Keller, Chief of Police Lisa Hamameh, Township Attorney Dan Redstone, Redstone Architects Kris Enlow, Beckett & Raeder Aaron Phillips, McCarthy and Smith Stu Pettit, Straub Pettit & Yaste Hannah Micallef, Recording Secretary

APPROVAL OF AGENDA

It was MOVED by Clerk Noble, seconded by Treasurer Roman to approve the agenda as presented. The motion CARRIED with a voice vote: (5 yes votes).

PUBLIC COMMENT

There was no public comment.

NEW BUSINESS

A. REVIEW AND DISCUSSION OF CIVIC CENTER PROJECT

Kris Enlow, Beckett and Raeder (BRI), was the civil engineer for the project. He stated that tonight's presentation was to update the Board on the sitework design for the project. The agenda included previous and current test fits, parking, phasing, and next steps of the project. Mr. Enlow said Beckett and Raeder played around with the site and did some diagrammatic planning. One of the diagrammatic plans mimicked the DLZ design, another had a central park

as a feature with mixed use, and another with a residential option. The phasing showed test fits with the Township Hall orientations. The test fits included pathways for pedestrian access to

Stanley Park. There was a test fit that showed the Township Hall building 'scissored" on the site. Mr. Enlow said anticipated parking was taken into consideration; it was estimated that the Public Safety building would be 67 spaces, and Township Hall around 150 parking spaces.

Mr. Enlow said the wetland delineation and topographic survey were already under review at BRI, and the geotechnical investigation would begin this Thursday.

Supervisor Kowall said Test Fit 6 allowed for the greatest amount of site flexibility. He added that the CCDC had spent a couple years brainstorming the site, and they were looking at more of a community engaged site, for inclusions like a farmer's market and splash pad. He stated retaining as much of the property for future development would be great.

Trustee Smith stated that she reviewed the presentation ahead of time. She agreed with Supervisor Kowall and would like to see the Township Hall tucked farther on the property to use the rest of the area for community use. She wanted parking in front of Township Hall, and a circle drive as depicted in Test Fit 6. She liked the idea of having a park and a central gathering area on the commercial part of the property for residents to congregate for free.

Trustee Smith wanted to know how far the Public Safety and Township Hall buildings would be in on the Test Fit 6. Mr. Enlow said about 60'.

Trustee Voorheis said the parking stood out with each of the test fits. Test Fit 4 was her favorite, she liked the green space included on the design. She liked the Township Hall building being squeezed in the back on all of them. She wanted to see more open space on Test Fits 5 & 6.

Trustee Smith said she liked the concepts that had less residential, and more commercial uses that served the residents.

Treasurer Roman said he favored Test Fit 6. It had the roads and parking needed. He did not like the "scissored look' from Test Fit 5.

Clerk Noble said he liked Test Fit 6, and that it included plenty of green space. He said he envisioned a mixed use of residential and commercial. He said the Public Safety building was unable to be downsized further due to certain criteria the Fire and Police Department needed.

Supervisor Kowall said based on the comments heard this evening, Test Fit 6 seemed to be the direction for the site to take.

Daniel Redstone, Redstone Architects, presented the Public Safety Building update. He said the plan presented tonight demonstrated the growth in the Township currently and for the needs of tomorrow. He met yesterday with the project team, and the consensus was that tonight's

Page 3 of 5

presentation reflected a unified plan for both Police and Fire. The square footage for the building increased to 44,900 sq. ft. He said reducing the building was difficult due to the range. The lower level would have the sally port, armory, and holding cell. None of those areas would be affected by the noise from the range. He said he tried to incorporate the comments from yesterday's meeting from both Police and Fire. He said Dispatch would have a direct view of the front lobby, and the Clerks would get daylight as to not be in a totally enclosed space.

Supervisor Kowall said some of the changes were spot on, and would make significant improvements in day-to-day operation.

Chief Keller said the new floorplan was the best version of the floorplans so far.

Fire Marshal Hanifen said the adjustments that were suggested yesterday looked to be included in the floorplans presented today.

Trustee Voorheis asked Mr. Redstone if there was a decontamination room included on the floorplan. Mr. Redstone confirmed.

Trustee Smith said she would have liked to see the floorplans earlier so she had time to digest the information. Director O'Neil stated the floorplans presented this evening were being presented the first time to the entire Board/staff.

Trustee Smith asked if the six sleep rooms requested by the Fire Department were necessary. She wasn't sure if the need was there as there was Fire Station 2 and 3. Mr. Redstone said one of those sleep rooms was turned into a wellness room, so there were five sleep rooms included on these new plans.

Treasurer Roman said he would have liked the see the building shrunk, but understood as to why it wasn't possible. He said to trust the public safety officials and Mr. Redstone, and he relied on Police and Fire to tell the Board what they needed.

Clerk Noble said he appreciated yesterday's exercises, and understood that money could have been saved by reducing the building, but not in lieu of functionality for the future of the Township.

Supervisor Kowall said he liked the positioning of the Records department, and the location of the Dispatch department. He said he deferred the nuts and bolts of the offices to the Chiefs and Redstone. He said the expansion of the range was necessary because tactical training had changed over the years, and the proposed range might lend to the Township being a training facility in the future.

Stu Pettitt, Straub Pettitt and Yaste presented his update. He said that each space for the Township Hall had received its own outline of size and function for said spaces. He presented a floorplan with all of the Township Hall spaces drawn to scale with the relationships of rooms to each department, and from room to room. He went over the goals for the building and the design. He presented schemes for the floors with departmental office grouping. He then presented the most current set

of floorplans, floor by floor. He said some sustainability items would be included, such as solar panels on the roof.

Supervisor Kowall said the overall layout of the departments looked great. He liked the connectivity, and the location of the building was close to the Test Fit 6 as presented earlier by BRI. Some of the interior items would need refinements.

Treasurer Roman agreed with Supervisor Kowall, and added that the design committee would meet again tomorrow morning. He said the Board Room, Conference Room, and A/V Room would need tweaks. He would like to see decking on the porches that would connect the two. He said the upper level looked good.

Trustee Smith said this meeting was important, and she was disappointed she did not receive the Township Hall floorplan update in a timely manner. She said she didn't see her suggestions on the floorplan, but looked forward to them possibly being included in the future. She said she liked that the bottom floor had more of an emphasis on being a community space for all residents to use in addition to the senior center. She said she was pleased to see the Conference Room added to the Board Room. She liked the concept of light and connecting with nature. She said she would like to see the Board Room on the second floor, so that the second floor was all municipal services. She said it would be beneficial for the Board Room to be able to be from the rest of the building and to give the ability to "shut down' the rest of the building from it.

Clerk Noble said he liked the flow of the layouts, and the safety issues. He said there were a couple tweaks needed, but he liked the fact all of the departments were on one floor.

Trustee Voorheis said she thought the design was heading in the right direction.

Supervisor Kowall added that overall, he liked where the design was going.

Aaron Phillips, McCarthy and Smith, said the team was great. There would be two phases of estimates coming up. Packages for the civil site, the Public Safety building, and the Township Hall would be presented to the Township Board soon, as well as budget estimates. He said more would follow at a future Board meeting.

Director O'Neil said further feedback was requested from the Board, and another conversation would be had at the July 11 Special Township Board Meeting. The Special Board Meeting on July 20 would gather input from the CCDC and the Planning Commission.

Page 5 of 5

ADJOURNMENT

It was MOVED by Clerk Noble, seconded by Trustee Voorheis, to adjourn at 6:23 P.M. The motion CARRIED with a voice vote: (5 yes votes).

Rik Kowall, Supervisor

Anthony L. Noble, Clerk

CHARTER TOWNSHIP OF WHITE LAKE Draft Minutes of the Regular Board of Trustees Meeting June 20, 2023

CALL TO ORDER

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

Clerk Noble called the roll:

ROLL CALL

Present:

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

Absent:

Mike Powell, Trustee

Others:

Trish Pergament, Deputy Supervisor Sean O'Neil, Community Development Director Nick Spencer, WLT Building Official Daniel T. Keller, Chief of Police Steve Hanneman, Fire Captain Cathy Derocher, Human Resources Manager Lisa Hamameh, Township Attorney Hannah Micallef, Recording Secretary

APPROVAL OF AGENDA

It was MOVED BY Trustee Voorheis, seconded by Clerk Noble, to approve the agenda as presented. The motion CARRIED with a voice vote: (6 yes votes).

PUBLIC COMMENT

Sarah Bazinet, 99 Danforth, thanked the Board listening to her comments during last Board meeting. She thanked the staff who have helped her with her fencing issues, but said there had been four more loose dog attacks. She is concerned for the safety of her neighbors and other dogs in the neighborhood. She wanted the Board to take action to ensure future safety.

Ann Marie Rogers, Responsible Citizen's for Public Safety, 4125 Collins, Rochester, MI. She thanked the Board for their time during last month's meeting. She had appeared in support of Sarah Bazinet and wanted to educate the community about safe dog handling and safe dog ordinances. She stated that the comments made previously by Trustee Smith were disrespectful and hurtful. She believes Trustee Smith's actions discourage public input and do not foster a sense of community.

Page 2 of 6

Christine Long, 1342 E. Commerce Road, greeted the Board as she was an Oakland County Commissioner. She extended her help to the residents and the Board.

Carol Miller, 81 Danforth. She said her neighborhood used to be peaceful. She witnessed Ms. Bazinet's dog being attacked. She was concerned over the safety in the neighborhood due to dogs jumping fences as well as homes displaying flags with profanity.

Teresa Renaud, District Director for State Senator Runestad's Office, was present to lend support and listen to resident's concerns. She spoke of a favorable work history with Ann Rogers and support for common sense dog legislation. She also spoke personally in opposition of dogs running at large.

Beverly Knolls, 983 Danforth, said she was afraid to walk or ride her bike in her neighborhood due to loose dog safety concerns.

Supervisor Kowall closed the public comment at 7:17 P.M.

CONSENT AGENDA

- A. REVENUE AND EXPENSES
- B. CHECK DISBURSEMENTS
- C. DEPARTMENT REPORT POLICE
- D. DEPARTMENT REPORT FIRE
- E. DEPARTMENT REPORT COMMUNITY DEVELOPMENT
- F. DEPARTMENT REPORT TREASURER

It was MOVED by Treasurer Roman, seconded by Trustee Ruggles to approve the consent agenda as presented. The motion CARRIED with a voice vote: (6 yes votes).

MINUTES

- A. <u>APPROVAL OF MINUTES REGULAR BOARD MEETING, MAY 16, 2023</u>
- B. APPROVAL OF MINUTES SPECIAL BOARD MEETING, MAY 23, 2023
- C. APPROVAL OF MINUTES SPECIAL BOARD MEETING, JUNE 7, 2023

It was MOVED by Treasurer Roman, seconded by Clerk Noble to approve the regular Board meeting minutes of May 16, 2023, the special Board meeting minutes of May 23, 2023, and the special meeting minutes of June 27, 2023. The motion CARRIED with a voice vote: (6 yes votes).

NEW BUSINESS

A. REQUEST TO APPROVE CITYWORKS LICENSE - ANNUAL MAINTENANCE RENEWAL

The software program allowed the Township to keep track of its utilities and equipment. It was MOVED by Clerk Noble, seconded by Trustee Ruggles to approve the annual maintenance renewal of the Cityworks software license. The motion CARRIED with a voice vote: (6 yes votes).

Page 3 of 6

B. <u>REQUEST TO CONSIDER EXPANDED "GENERAL TOWNSHIP VEHICLE USE" POLICY IN PLACE OF</u> <u>5.6 VEHICLES IN THE TOWNSHIP ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL</u>

Deputy Pergament said the policy would be tightened up, and it had already been reviewed by legal. The document was living and could be amended in the future.

Trustee Voorheis asked Deputy Pergament if the Trustees were able to use the Township vehicles for Township related events or seminars. Deputy Pergament confirmed.

It was MOVED Treasurer Roman, Clerk Noble to approve the expanded "General Township Vehicle Use" Policy in Place Of 5.6 Vehicles in the Township Administrative Policies and Procedures Manual as submitted. The motion CARRIED with a voice vote: (6 yes votes).

C. <u>FIRE DEPARTMENT REQUEST FOR RECLASSIFICATION OF EXECUTIVE SECRETARY TO</u> <u>ADMINISTRATIVE ASSISTANT</u>

Steven Hanneman, Fire Captain, spoke on behalf of Chief Holland who was not present. He presented a request to reclassify the Executive Secretary to Administrative Assistant, and to reinstate her former Senior Election Specialist wages.

Trustee Ruggles noted that there wasn't anyone to ask further questions from as the Fire Dept had to leave and the Chief was not present.

Trustee Voorheis said residents had reached out to her about Ms. Amburgy's raise. Ms. Amburgy had taken on work from the Fire Department that let them assist the residents and give them better service.

Treasurer Roman stated that there were other employees with great work ethics and dedication. He said a pay raise was based on the job. He said he asked for outside comparables from other communities, and he didn't receive any. He said he wasn't comfortable approving anything tonight without comparables. He wanted to table the conversation until outside comparables were reviewed.

Trustee Smith said it warmed her heart that the captain spoke so highly of Mrs. Amburgy. The Fire Department had gone a very long time without an administrative assistant, and Mrs. Amburgy was a tremendous asset to the Fire Department. Trustee Smith said she asked H.R. for comparable and the only comparable she received was for the Executive Assistant in the Supervisor's Office. She stated she would be in support of the requested reclassification and reinstated wages.

Clerk Noble stated that this was a union contractual issue. He wanted to see external comparables from the surrounding area for public safety administrative assistants. He stated the issue should be tabled until there was a complete Board present with external comparables to review.

Chief Keller stated he would like to see both Public Safety positions addressed but that there are processes that need to be followed.

Page 4 of 6

Manager Derocher said this was not the first time external comparables were not used. She said it was now time to look at the pay scale internally. She stated that Ms. Amburgy takes on unique roles that may not apples to apples comparisons with other fire departments or the Police Chief's secretary.

Treasurer Roman asked Manager Derocher about a salary study. She said a general salary review was done several years ago.

Clerk Noble asked Manager Derocher if she could do a salary study in order to have equity for the entire bargaining unit because this is a union position. Manager Derocher agreed it is a collective bargaining position and said it could be done. She added that has been discussions with the labor attorney and Supervisor Kowall.

Supervisor Kowall said it was his duty to fulfill the needs of the Department Heads. Not every employee worked with the same skill set or paygrade. He said it was difficult to retain quality employees. Duties that were given to individuals were based on their level of merit. He supported the Chief's decision, but understood the point his fellow Board members were trying to make.

Trustee Ruggles said the decision should address the position, not the person behind it. He said he would feel more comfortable voting with a full Board present as it might benefit everyone.

Trustee Smith said that it could be beneficial to hear the conversation again with Chief Holland present.

Trustee Voorheis reminded the Board that they gave themselves raises recently.

Treasurer Roman said if this Board tables this to the next meeting, he would like to see the Police Executive Secretary come back with it so that it includes the Fire and Police Departments.

Trustee Ruggles asked Manager Derocher if she believed all employees with the same title should get the same benefit? Manager Derocher said no. She added that none of the other executive secretaries have the same responsibilities and this position is unique.

Chief Keller offered that his secretary exceeds the responsibilities virtually by the fact that they have more activity as a result of having the largest number of employees, the largest budget and they host more community events and his secretary is involved in every single one of them.

Manager Derocher said she didn't think this was supposed to be a comparison of the two. She said that there are multiple executive secretaries in the township and if their job qualifications exceed their job description is now, their department head needs to advocate for them.

Page **5** of **6**

Sandy Vetter, spoke in favor of the Fire Department's request.

Mary Earley, 5925 Pine Ridge Court, also spoke in favor of the Fire Department's request.

It was MOVED by Treasurer Roman, seconded by Clerk Noble, to postpone the Fire Department's request for reclassification of Executive Secretary to Administrative Assistant until the July 2023 Board Meeting. The motion CARRIED with a roll call vote: (4 yes votes). (Kowall/yes, Roman/yes, Noble/yes, Voorheis/no, Smith/no, Ruggles/yes).

D. REQUEST TO APPROVE FIREWORKS DISPLAY FOR CEDAR ISLAND LAKE

Supervisor Kowall said all the necessary requirements had been met from the Cedar Island HOA.

It was MOVED by Trustee Ruggles, seconded Trustee Smith, to approve the Cedar Island Lake Firework Display scheduled for July 1. The motion CARRIED with a voice vote: (6 yes votes).

E. <u>REQUEST TO APPROVE FIREWORKS DISPLAY FOR PONTIAC LAKE</u> Supervisor Kowall said all of the necessary requirements had been met for this request as well.

It was MOVED by Clerk Noble, seconded by Treasurer Roman to approve the Pontiac Lake Firework Display scheduled for June 30. The motion CARRIED with a voice vote: (6 yes votes).

FYI

A. 9885 CEDAR ISLAND ROAD UPDATE

Litigation was ongoing. The most concerning structure had been removed, but there was still a large amount of junk and debris on the property. Witness statements were complied, discovery would close on August 14, and the deadline to file motions would be in September. The Board concurred to continue with litigation.

B. <u>CIVIC CENTER COMMITTEE UPDATE</u>

Nothing new to report.

TRUSTEE COMMENTS

Treasurer Roman said he took pride in the community, and took concern with the residents who voiced their opinions about unleashed dogs. He put blame on the owners for not leashing their animals.

Clerk Noble thanked Elaine and Dawn in Accounting for an excellent audit. They both did an outstanding job.

Trustee Voorheis asked Chief Keller how many hot dogs were eaten at the Open House. Chief Keller said over 1,000 hot dogs were consumed. Trustee Voorheis said the event was great and she looked forward to next year. Chief Keller thanked Trustee Voorheis for her support during the event.

Trustee Smith thanked all of those who came out and supported the friends of the library. The said the summer reading program is up and running and encouraged residents to join. The library was working on making the patio available with outdoor games, and they would have food trucks and music on site as well. She said the rain didn't stop the fun at the Police Open House. She commended Chief Keller for

Page 6 of 6

a good job on community outreach, she enjoyed the day. She stated round abouts are a hot topic and thanked Commissioner Long for coming today.

She added that she was sad that some use this forum for their own agenda and cause harm to others. She apologized if her words were misconstrued, and she was trying to convey that any dog can be aggressive. She stated that she exposed nothing that was not already public. She said she is a loving, caring dog owner. She believed in responsible pet ownership. It was tragic what happened to Ms. Bazinet, and she was heartbroken to hear her story. She looked at Danforth Street's fences, and when residents voiced concerns about fences not be compliant or in good standing it was her that spoke up. She wished Ms. Bazinet healing.

Trustee Ruggles said the Planning Commission worked on the Master Plan update. He was attended the Police Open House and said it was a good time. He wanted to know if White Lake could get a post office.

Supervisor Kowall reported with humor that a window was broken during the Police Open House by a youngster on accident trying to succeed at the dunk tank. He stated it was a great event and good to see that response for the community. The round abouts were a current discomfort, but in the end, it would be beneficial for the Township. He thanked the Board in general for their work during his absence, and was happy to be back. He shared the concerns for responsible pet ownership. He hoped higher legislature would take the issue into consideration.

ADJOURNMENT

It was MOVED by Treasurer Roman, supported by Trustee Smith to adjourn. The meeting was adjourned at 8:24 P.M.

Rik Kowall, Supervisor

Anthony L. Noble, Clerk



To: Township Board of Trustees

From: Kathy Gordinear, Director

Date: July 10, 2023

Regarding: Part time position

Our senior center continues to experience growth as the aging population increases. The center is currently staffed with two (2) full-time employees. There is a need for an additional staff member to assist in supporting the programs and operations of the Senior Center.

Adding a part-time employee will assist us with a variety of tasks to improve and continue our services. Another and more important reason to have additional staff is to help cover absences when one or both full-time employees are off-site, attending meetings or simply because they are ill or have scheduled vacation time. This way there are less chances of someone being in the building alone in case of an emergency with one of our members.

I know that it is a hard decision for the township to create another position. However, this is a part time position without benefits. The part time hours will range from 15 - 20 hours per week and the flexible schedule will allow us to keep the senior center open from 8-4:30 daily, while providing ongoing service to our seniors.

Due to the unexpected departure of our current Program Developer, the part-time position will be critical in maintaining staffing until we find a qualified candidate to fill this role.

If you have any questions, please feel free to contact me.

Respectfully Submitted,

Jooline

Kathy Gordinear

CHARTER TOWNSHIP OF WHITE LAKE Job Description

PART TIME ASSISTANT Department: Senior Center

Non-Exempt Approved:

General Summary:

Under the general supervision of the Senior Center Director. Provides administrative support to the Senior Center Director and Program Developer as assigned.

Responsibilities:

- Develop, schedule, and promote a variety of in-house programs for health & fitness, recreational, educational, and supportive programs for senior participants.
- Provides excellent customer service to residents, answering inquiries and providing resources.
- Answers telephones, copy, file as needed to maintain office files.
- Type correspondence, form letters, and standardized documents unique to the department. May also prepare reports under the direction of the department head.
- Greets and assists visitors and residents in a friendly manner and demonstrates a willingness to offer assistance.
- Assists with special projects as needed.
- Collect and deposit program fees.
- Solicit local businesses for donations to senior events.
- Create and keep an updated list of most commonly asked for referrals and resources for seniors and their families.
- Assist Director with the development and writing of newsletters, Facebook page, website, and flyers.
- May cover the office in the absence of the Senior Center Director and Program Developer.

Qualifications:

- High School graduate or equivalent. Associate degree preferred.
- One or more years of service experience working with the public, preferably with seniors.
- Strong oral and written communication skills.
- Proficient in MS Word and Outlook.
- Experience using social media.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

Other Requirements:

- Experience working and interacting with seniors.
- Ability to operate business equipment including copy machine and windows-based PC.
- Ability to work a flexible schedule.
- Strong interpersonal skills.
- Certified in CPR or ability to get certified.
- Ability to lift, move and stack tables and chairs.

Working Conditions and Physical Demands:

- The essential functions of this position are primarily administrative functions. Intermittent standing and walking as necessary.
- Must be able to lift and/or move up to 25 pounds primarily moving tables and chairs when setting up for functions at Senior Center.
- Specific vision abilities required by the job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.
- Must be able to use hands and arms to operate office equipment, and is regularly required to walk, stand, balance, stoop, and crouch.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

PART TIME OFFICE ASSISTANT/CLERICAL

Budget 15 to 20 hours per week / flexible

Wages: \$20.00 – \$26.00 per hour commensurate with experience

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

Assessing Department

Memo

To: Township Board

From: David Hieber, Assessor

Date: July 18, 2023

Re: Resolution to Set the Public Hearing on the Reassessment of the Sunset/Taylor Road Maintenance SAD

Comments: Due to an increase in road maintenance costs, the residents of the *Sunset/Taylor Road Maintenance Special Assessment District (SAD)* have determined the Special Assessment District Roll (confirmed on August 18, 2020) to be insufficient to cover the costs of the road improvement project.

The residents of Sunset/Taylor have submitted a Petition for the Reassessment of the Special Assessment District Roll and have acquired 60% of the residents' signatures. The updated project cost is \$364/parcel for the remaining two years of the five-year SAD period.

A public hearing must be held for the reassessment of the SAD. Attached is the Resolution to Set the Public Hearing on the Reassessment of the Sunset/Taylor Road Maintenance Special Assessment District.

If you should have any questions or concerns regarding this request, please contact me at (248) 698-3300 ext. 117.

RESOLUTION OF THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF WHITE LAKE TO SET THE PUBLIC HEARING ON THE SPECIAL ASSESSMENT REASSESSMENT OF SUNSET/TAYLOR ROAD MAINTENANCE SAD

RESOLUTION #23-017

At the regular meeting of the Township Board of the Charter Township of White Lake, County of Oakland, Michigan, held at the Township Annex, located at 7527 Highland Road, White Lake, MI 48383 on the 18th day of July, 2023, at 7:00 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by ______ and seconded by ______.

WHEREAS, at the request of the residents of Sunset Street, Sunset Court and Taylor Trail in White Lake Township, and in accordance with Public Act 188 of 1954, the Township Board of the Charter Township of White Lake, Oakland County, Michigan, established the Sunset/Taylor Road Maintenance Special Assessment District against which costs of the maintenance of Sunset Street, Sunset Court and Taylor Trail will be assessed; and

WHEREAS, after due and legal notice, the Township Board of the Charter Township of White Lake held a public hearing on the 18th day of August, 2020, at 7:00 p.m. for the purpose of receiving comments regarding the Special Assessment Roll established therefore; and

WHEREAS, on the 18th day of August, 2020, the Township Board of the Charter Township of White Lake confirmed the Sunset/Taylor Road Maintenance Special Assessment District Roll; and

WHEREAS, the residents of Sunset Street, Sunset Court and Taylor Trail have determined the Sunset/Taylor Road Maintenance Special Assessment District Roll to be insufficient to pay for the improvement for which it was established and submitted a Petition for the Reassessment of the Special Assessment District Roll; and

WHEREAS, Michigan law provides in pertinent part, "[s]hould the assessments in any special assessment roll prove insufficient for any reason... to pay for the improvement for which they were made ..., then the township board shall make additional pro rata assessments to supply the deficiency." MCL 41.732.

NOW, THEREFORE, BE IT RESOLVED THAT:

Resolution to Set Public Hearing Sunset-Taylor Road Maintenance Page 2

- 1. In accordance with the provisions of Michigan Public Act 188 of 1954, as amended, the Township Board of the Charter Township of White Lake hereby determines that assisting the residents is reasonable, necessary and in the interest of the public health, safety and welfare of the inhabitants of the Charter Township of White Lake and shall be done.
- 2. The Township Supervisor is hereby directed, in accordance with the Michigan Public Act 188 of 1954, as amended, to make a Special Reassessment Roll in which shall be entered and described all of the parcels of land to be reassessed, with the names of the respective owners thereof, if known, and the total amount to be assessed against each parcel of land, which amount shall be the relative portion of the whole sum to be levied against all parcels of land in the Special Assessment District as the benefit to the parcel of land bears to the total benefit to all parcels of land in the Special Assessment District.
- 3. When the Township Supervisor completes the Special Reassessment Roll, he shall affix thereto his certificate stating that it was made pursuant to this Resolution of the Township Board of the Charter Township of White Lake, that in making the Special Reassessment Roll he has, according to his best judgment, conformed in all respects to the directions contained in this resolution and to the statutes of this state.
- 4. The Township Supervisor shall file the Special Reassessment Roll, with his certificate attached thereto, with the Township Clerk, who shall then present the same to the Township Board of the Charter Township of White Lake.
- 5. The hearing on the Special Reassessment Roll shall be held on the 15th day of August, 2023, at 7:00 p.m. at the Township Annex, located at 7527 Highland Road, White Lake Township, Michigan 48383. The Township Clerk is hereby directed to give notice of the hearing as required by law.
- 6. In order to appeal the amount of any special reassessment, affected owners or parties with an interest must protest the proposed reassessment. This may be done by appearing in person at the hearing, having an agent appear at the hearing on behalf of an owner or party in interest or by filing a protest by the hearing date, by letter addressed to the Township Clerk at 7525 Highland Road, White Lake, MI 48383. An owner or party having an interest in the real property affected by the special reassessment may file a written appeal of the special assessment with the Michigan Tax Tribunal within 30 days after the confirmation of the special reassessment roll if that special reassessment is protested at the hearing held for the purpose of confirming the special assessment roll.
- 7. The actions heretofore taken by the Township, Officials, employees and agents with respect to the Improvements and proceedings under Act 188 are hereby ratified and confirmed.

Resolution to Set Public Hearing Sunset-Taylor Road Maintenance Page 3

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)) ss. COUNTY OF OAKLAND)

I, the undersigned duly qualified Township Clerk of the Charter Township of White Lake, Oakland County, Michigan, do hereby certify the foregoing is a true and complete copy of the proceedings taken by the Township Board of the Charter Township of White Lake at a meeting held on the 18th day of July, 2023.

CHARTER TOWNSHIP OF WHITE LAKE

Anthony Noble, Clerk

Dated:

EXHIBIT A

12-21-301-011	
12-21-301-012	12-21-327-016
12-21-301-013	12-21-327-018
12-21-301-014	12-21-327-020
12-21-301-018	12-21-351-003
12-21-301-020	12-21-351-007
12-21-301-021	12-21-351-008
12-21-301-022	12-21-351-009
12-21-301-024	12-21-351-010
12-21-301-025	12-21-351-011
12-21-301-026	12-21-351-012
12-21-301-031	12-21-351-013
12-21-301-033	12-21-351-014
12-21-326-002	12-21-351-015
12-21-326-014	12-21-351-016
12-21-327-001	12-21-351-017
12-21-327-002	12-21-376-001
12-21-327-005	12-21-376-002
12-21-327-008	12-21-376-005
12-21-327-014	12-21-376-006
12-21-327-015	

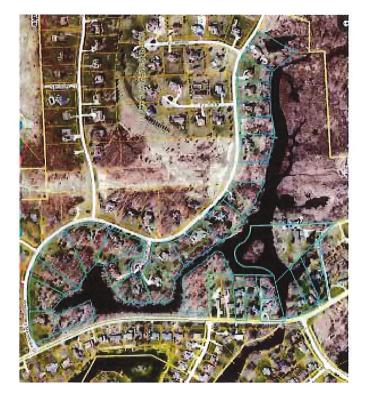
Assessing Department

Memo

То:	Township Board
From:	David Hieber, Assessor
Date:	July 18, 2023
Re:	Intention Resolution for Lake Neva West Canals Weed Control SAD

Comments: The residents of Lake Neva West Canals are requesting that a Special Assessment District be created to administer the costs of maintaining their waters. They are requesting a five (5) year assessment for approximately \$240 per parcel per year including the required administration fee. They have acquired 62% area and 62% of the resident's signatures. Below is the map of the district and attached is the Intention Resolution.

If you should have any questions or concerns regarding this request, please contact me at (248) 698-3300 ext. 117.



RESOLUTION OF THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF WHITE LAKE, TENTATIVELY DECLARING ITS INTENTION TO ESTABLISH A SPECIAL ASSESSMENT DISTRICT TO BE KNOWN AS

Lake Neva West Canals Weed Control and Lake Improvement 2023-2027

#23-018

At the 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, in accordance with the Open Meetings Act, Public Act 267 of 1976 as amended, on the 18th day of July, 2023 at 7:00 p.m. with those present and absent being:

PRESENT:

ABSENT:

The following preamble and resolution were offered by ______ and seconded by ______.

WHEREAS, the Charter Township of White Lake, Oakland County, Michigan, has received a petition requesting the establishment of a special assessment district to finance Lake Neva West Canals Weed Control and Lake Improvement and;

WHEREAS, the Charter Township of White Lake has caused to be prepared plans showing the improvement, the location thereof and an estimate of the cost thereof, and;

WHEREAS, the Charter Township of White Lake is in receipt of such plans and estimates of costs, the same having been filed with the Township Clerk,

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. In accordance with Public Act 188 of 1954, as amended, the Township Board of the Charter Township of White Lake, Oakland County, Michigan, hereby tentatively declares its intention to finance Lake Neva West Canals Weed Control and Lake Improvement 2023-2027 to provide service to that portion of the Township described in attached Exhibit A. The Township Board tentatively designates the Special Assessment District against which the cost of the improvement is to be assessed as being that portion of the Charter Township of White Lake described in "Exhibit A" attached hereto and made a part hereof.
- 2. The Township Board of the Charter Township of White Lake, Oakland County, Michigan, will meet on the 15th day of August, 2023 at 7:00 p.m. in the Township Annex, 7527 Highland Road, White Lake, Michigan, 48383, to receive public comments regarding the project, the petitions filed, and the creation of a Special Assessment District to pay costs associated with this improvement project.

Intention Resolution Lake Neva West Canals Weed Control and Lake Improvement 2023-2027 Page 2

- 3. The Township Board of the Charter Township of White Lake tentatively designates this proposed Special Assessment District as Lake Neva West Canals Weed Control and Lake Improvement.
- 4. In order to appeal the amount of any special assessment, affected owners or parties with an interest must protest the proposed assessment. This may be done by appearing in person at the hearing, having an agent appear at the hearing on behalf of an owner or party in interest or by filing a protest by the hearing date, by letter addressed to the Township Clerk at 7525 Highland Road, White Lake, Michigan, 48383. An owner or party having an interest in the real property affected by the special assessment may file a written appeal of the special assessment with the Michigan Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment is protested at the hearing held for the purpose of confirming the special assessment roll.

AYES :

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN))ss. COUNTY OF OAKLAND)

I, the undersigned duly qualified Township Clerk of the Charter Township of White Lake, Oakland County, Michigan, do hereby certify the foregoing is a true and complete copy of the proceedings taken by the Township Board of the Charter Township of White Lake at a meeting held on the 18th day of July, 2023.

Anthony L. Noble, Clerk Charter Township of White Lake

Intention Resolution Lake Neva West Canals Weed Control and Lake Improvement 2023-2027 Page 3

EXHIBIT A

12-29-127-002 12-29-201-005 12-29-201-006 12-29-201-007 12-29-201-008 12-29-201-009 12-29-201-010 12-29-201-011 12-29-227-001 12-29-228-003 12-29-228-004 12-29-228-005 12-29-229-008 12-29-229-009 12-29-229-010 12-29-229-011 12-29-229-014 12-29-280-001 12-29-280-002 12-29-280-003 12-29-280-004 12-29-280-005 12-29-280-006 12-29-280-007 12-29-280-008 12-29-280-009 12-29-280-010 12-29-280-013 12-29-280-014

Assessing Department

Memo

To: Township Board

From: David Hieber, Assessor

Date: July 18, 2023

Re: Intention Resolution for Emergency Sewer Connection 2023-02 SAD

Comments: Attached is the Intention Resolution for the Emergency Sewer Connection 2023-02 Special Assessment District. The Board agreed to establish these districts twice a year. The process requires your approval at three separate Township Board meetings, where you will consider the intention, establishment and the confirmation of the Resolution. For this SAD there are seven properties that were connected to the sanitary sewer system.

If you should have any questions or concerns regarding this request, please contact me at (248) 698-3300 ext. 117.

CHARTER TOWNSHIP OF WHITE LAKE OAKLAND COUNTY, MICHIGAN RESOLUTION NO. 23-019

RESOLUTION OF THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF WHITE LAKE, TENTATIVELY DECLARING ITS INTENTION TO ESTABLISH A SPECIAL ASSESSMENT DISTRICT TO BE KNOWN AS EMERGENCY SEWER CONNECTION 2023-02

At the 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, in accordance with the Open Meetings Act, Public Act 267 of 1976 as amended, on the 18th day of July, 2023 at 7:00 p.m. with those present and absent being:

PRESENT:

ABSENT:

The following preamble and resolution were offered by XXXXX and seconded by XXXXXX.

WHEREAS, Section 3 of Act 188 of the Public Acts of Michigan of 1954, as amended ("Act 188"), provides that the Township Board may proceed and exercise the powers granted by Act 188 unless written objections to the proposed public improvement are filed at or before the public hearing with the Township Board by the record owners of land constituting more than 20% of the total land area in the proposed special assessment district; and

WHEREAS, the Township had numerous requests for connections to the Townships sewer systems from property owners of residential structures with failing septic systems or septic systems in imminent danger of failing; and

WHEREAS, the Township has determined that it is necessary for the protection of the health, safety and welfare of the public to expedite connections of residential structures with failing septic systems or septic systems in imminent danger of failing to the Township sewer systems; and

WHEREAS, the Township has determined that in order to expedite such connections, the Township will fund the cost for such connections in anticipation of collections from a special assessment district established for that purpose; and

WHEREAS, Act 188 provides the means to defray the cost of the Improvements by special assessments against properties benefited by the Improvements; and

WHEREAS, the Township Board has determined that the properties intended to be specially assessed are benefited by the Improvements.

Page 2

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The Township Board intends to proceed with the Improvements pursuant to Act 188.
- 2. The preliminary plans showing the Improvements, their location, and an estimate of cost thereof have been obtained by the Township and have been filed with the Township Clerk.
- 3. The Township Board tentatively designates the Special Assessment District known as "Emergency Sewer Connections 2023-02" ("the District") consisting of certain parcels of land, the descriptions of which are set forth in the Notice of Hearing attached as **Exhibit A**, which descriptions are incorporated by reference, and against which parcels all or a portion of the cost of the improvement shall be assessed.
- 4. The Township Board shall hold a public hearing at the regular meeting of the Township Board on the 15th day of August, 2023, at 7:00 p.m. in the Township Annex, located at 7527 Highland Road, White Lake, Michigan, 48383 to hear and consider objections to the proposed Improvements and to all other matters relating to the Improvements.
- 5. The Township Clerk is directed to publish the Notice of Hearing, attached as **Exhibit B**, in a newspaper circulating in the Township as required by Act 188 and to provide the notice by first class mail addressed to the record owner or party in interest of each parcel in the District.
- 6. All actions heretofore taken by Township officials, employees, and agents with respect to the Improvements and proceedings under Act 188 are hereby ratified and confirmed.

A vote on the foregoing resolution was taken and was as follows:

Ayes: Nays: Absent:

THE RESOLUTION WAS ADOPTED BY _____.

Page 3

STATE OF MICHIGAN))ss COUNTY OF OAKLAND)

I, the undersigned, the Clerk of the Charter Township of White Lake, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Township Board of said Township held on the 18th day of July, 2023, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 18th day of July, 2023.

Anthony L. Noble, Clerk Charter Township of White Lake

EXHIBIT A

8415 Elizabeth Lake	12-25-201-001
11060 Beryl Dr	12-33-277-009
10540 Parshall Ave	12-34-330-015
1285 Castlewood Dr	12-34-331-001
10924 Hillway Dr	12-34-351-014
10825 Hillway Dr	12-34-355-005
1251 Castlewood Dr	12-34-331-012

EXHIBIT B

CHARTER TOWNSHIP OF WHITE LAKE COUNTY OF OAKLAND, MICHIGAN

NOTICE OF PUBLIC HEARING

EMERGENCY SEWER CONNECTIONS 2023-02

NOTICE IS HEREBY GIVEN that the Township Board of the Charter Township of White Lake, Oakland County, Michigan, has determined to undertake certain improvements to the sanitary sewer system ("the Improvements") located within a special assessment district tentatively designated as Emergency Sewer Connections 2023-02 (the "District"), pursuant to Act 188 of the Public Acts of Michigan of 1954, MCL 41.721 *et seq.*, as amended ("Act 188").

DESCRIPTION OF PROPOSED SPECIAL ASSESSMENT DISTRICT

The Township Board has tentatively determined that all or part of the cost of said Improvements shall be specially assessed against each of the following described lots and parcels of land benefited by the Improvements and which together comprise the following proposed special assessment district:

EMERGENCY SEWER CONNECTIONS 2023-02

Address and parcels numbered:

Address	Parcel No.	Owner							
8415 Elizabeth Lake	12-25-201-001	Ronald Taylor							
11060 Beryl Dr	12-33-277-009	Howard E Van Sickle Jr. & Brenda L. Barefoot							
10540 Parshall Ave	12-34-330-015	Lawrence P. & Deborah K. Corbeau							
1285 Castlewood Dr	12-34-331-001	Todd A. Neirynck							
10924 Hillway Dr	12-34-351-014	Patrick O'Callaghan & Van Dang-O'Callaghan							
10825 Hillway Dr	12-34-355-005	Aaron & Michelle A. Spencer							
1251 Castlewood Dr	12-34-331-012	Christine Kozicki							

TAKE NOTICE that the Township Board of the Charter Township of White Lake will hold a public hearing at a regular meeting of the Township Board on **August 15, 2023 at 7:00 p.m.**, at the White Lake Township Annex, 7527 Highland Road, White Lake, Michigan 48383 to

hear and consider any objections to the proposed Improvements, the District and all other matters relating to said Improvements and the District.

TAKE FURTHER NOTICE that the Township Board of the Charter Township of White Lake has initiated these special assessment proceedings pursuant to Section 3 of Act 188, MCL 41.723, on the Township Board's own initiative, and that the Township Board may proceed with the proposed Improvements unless written objections to the Improvements are filed with the Township Board at or before the public hearing by the record owners of land constituting more than 20% of the total land area in the proposed special assessment district. MCL 41.723(1)(a).

TAKE FURTHER NOTICE that preliminary plans and estimates of cost for the Improvements are on file with the Township Clerk for public examination. Periodic redetermination of cost may be necessary without a change in the special assessment district. In such cases, redeterminations may be made without further notice to record owners or parties in interest in the property.

This Notice was authorized by the Township Board of the Charter Township of White Lake.

Anthony L. Noble, Clerk Charter Township of White Lake

Assessing Department

Memo

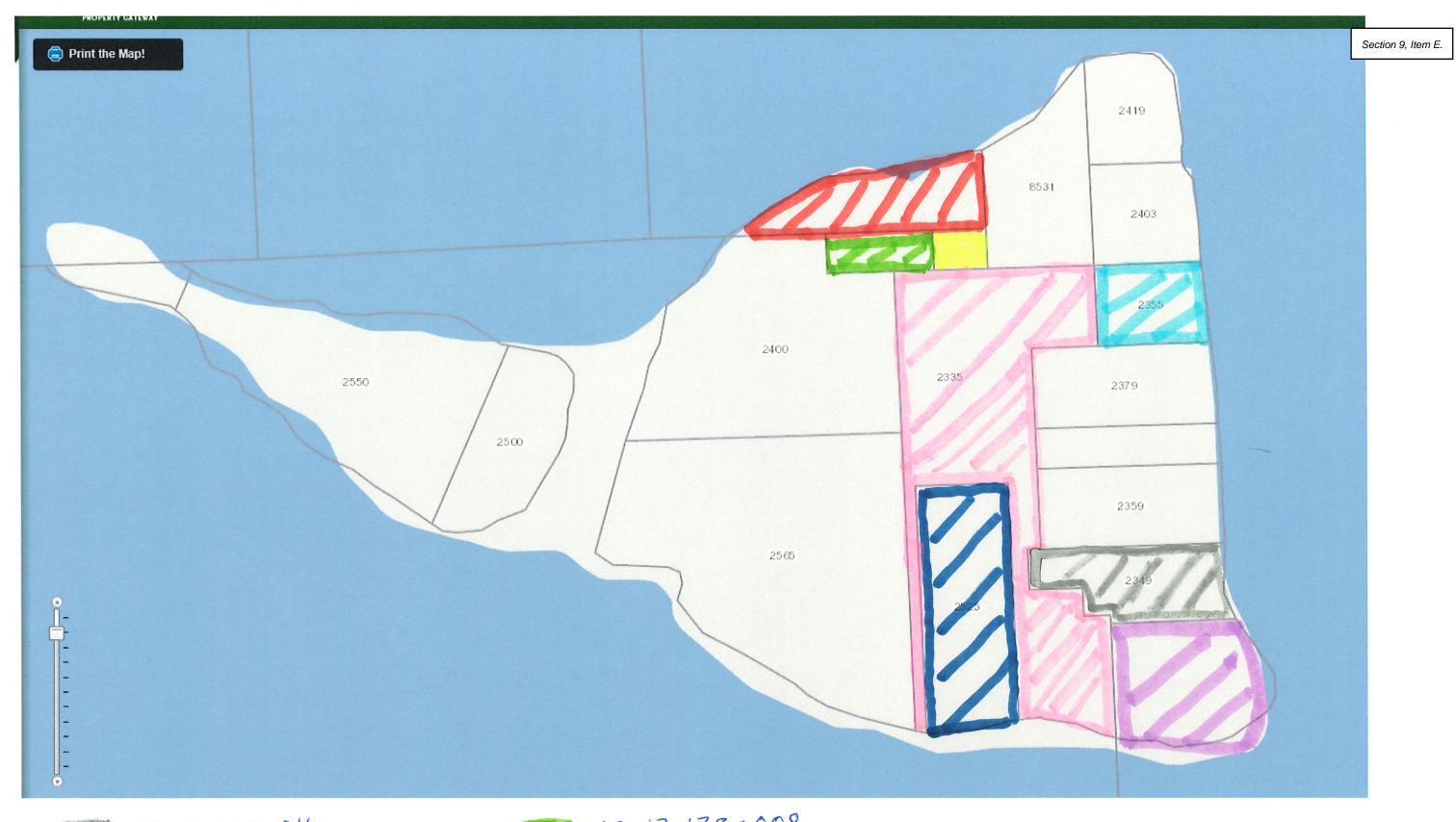
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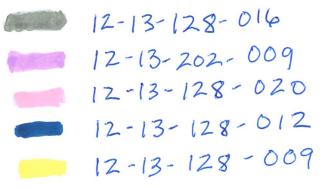
To: White Lake Township Board
From: Dave Hieber, Assessor
Date: July 18, 2023
Re: Gale Island Parcels

At the request of Treasurer Roman, I have prepared this memo regarding the 8 parcels on Gale Island White Lake Township acquired due to the nonpayment of property taxes. The configuration of the parcels creates challenges to market the parcels for sale. After reviewing with Township staff and DLZ, it is proposed to adjust the boundaries of the 8 parcels creating 5 new parcels. The proposed parcels are more suitable for building and conforming to existing Township ordinances. For your convenience attached you will find maps of the parcels' current configuration and the proposed configuration. If this is acceptable to the Board, please make a formal motion directing me to move forward with the parcel changes.

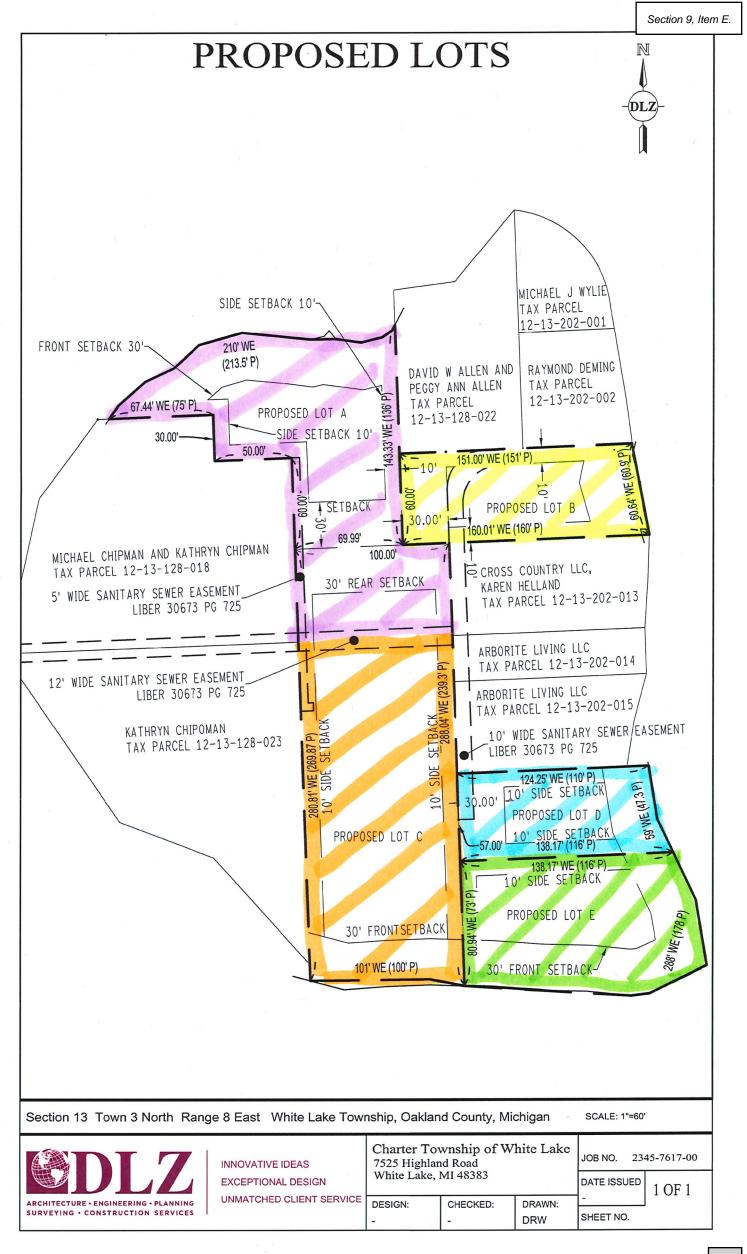
Also, I believe Treasurer Roman would like to discuss with the Board how to move forward with selling the 5 new parcels.

Should you have any questions or concerns, please do not hesitate to contact me.





12-13-128-008
12-13-128-001
12-13-202.012





Trus	stees	
Castian O	14	_
Section 9.	Item	F

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

July 7, 2023

Honorable Board of Trustees Charter Township of White Lake 7525 Highland Road White Lake, MI 48383

Re: Resolution 23-020 – Tentative Award of Construction Contract CWSRF 5800-01

Honorable Board of Trustees,

In January and early February 2022, White Lake and DLZ Engineering of Michigan had been in discussions with the State Revolving Fund regarding The American Rescue Plan Act (ARPA) and Infrastructure Investment and Jobs Act (IIJA) monies being allocated through the State Revolving Funds. The Township Board approved the project plan development at the February 17, 2022 Special Board Meeting. The Final Project Plan was presented and adopted by Resolution 22-021 at the May 17, 2022 Regular Board Meeting.

On October 31, 2022, DPS was notified by the State Revolving Fund that our Project 5800-01 is now fundable for Fiscal Year 2023 (FY23) for a CWSRF \$2,855,000 loan and that we would qualify for 10% (\$285,000) principal forgiveness.

The public bid opening was held June 26, 2023. The apparent low bidder was Lanzo Construction Company. The bids came back higher than estimated. Due to this DPS has reduced the scope of the project plan to stay within the project plan budget approved by the State Revolving Fund. Lanzo has agreed to maintain unit pricing contained in the bid for the reduced scope.

I request the Township Board approve Resolution 23-020 – Tentative Award of Construction Contract CWSRF 5800-01, in an amount not to exceed \$2,337,774.63 pending approval of the other related resolutions and contract awards on this meeting agenda. I request the Township Supervisor be authorized to execute the agreement.

Please feel free to contact me if you have any questions.

Sincerely,

Aaron Potter

CHARTER TOWNSHIP OF WHITE LAKE OAKLAND COUNTY, MICHIGAN RESOLUTION #23-020

TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WASTEWATER SYSTEM IMPROVEMENTS

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 18th day of July 2023, at 7:00 p.m. With those present and absent being,

ABSENT:

The following preamble and resolution were offered by _____and seconded by _____.

WHEREAS, the Charter Township of White Lake wishes to construct improvements to its existing wastewater treatment and collection system; and

WHEREAS, the wastewater system improvements project formally adopted on May 18, 2022, Resolution #22-021 will be funded through Michigan's CWSRF; and

WHEREAS, the Charter Township of White Lake has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$3,128,178.00 from Lanzo Construction Company; and

WHEREAS, the project engineer, DLZ Michigan, Inc., has recommended reducing the project quantities to stay within original project budget of \$2,337,744.63 and awarding the contract to the low bidder at a value of \$2,337,744.63. Also, whereas, the low bidder, Lanzo Construction Company has agreed to honor their as bid unit prices to accommodate this reduction in contract value, based on reduced quantities.

NOW THEREFORE BE IT RESOLVED, that the Charter Township of White Lake tentatively awards the contract for construction of the proposed wastewater system improvements project to Lanzo Construction Company *(name of the contractor)*, contingent upon successful financial arrangements with the CWSRF.

PRESENT: Rik Kowall, Anthony L. Noble, Mike Roman, Scott Ruggles, Liz Smith, Andrea C. Voorheis, and Michael Powell.

A vote on the foregoing resolution was taken and was as follows:

Ayes: Nays: Absent:

THE SUPERVISOR DECLARED THE RESOLUTION ADOPTED.

_

-

_

STATE OF MICHIGAN))ss COUNTY OF OAKLAND)

I, the undersigned, the Clerk of the Charter Township of White Lake, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Township Board of said Township held on 18th day of July 2023, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 18th day of July, 2023.

III-2

Anthony L. Noble, Clerk Charter Township of White Lake



INNOVATIVE IDEAS EXCEPTIONAL DESIGN UNMATCHED CLIENT SERVICE

July 6, 2023

Mr. Rik Kowall Supervisor Charter Township of White Lake 7525 Highland Road White Lake, MI 48383

RE: CWSRF Sanitary Sewer Lining Project

Dear Mr. Kowall

White Lake Township received bids on June 26, 2023, for the Clean Water State Revolving Fund (CWSRF) Project for improvements to the Township sanitary sewer system. Please find attached the tabulation of bids opened on June 26, 2023. Bid bonds of the two low bidders will be held until the contract is awarded.

The project was advertised by the Township for a period of 34 days. This effort resulted in five bids received on the project. The lowest bid was submitted by Lanzo Construction Company in the amount of \$3,128,178.00. The bids have been examined and found to be in order.

An engineering construction estimate was put together as part of the CWSRF Project Plan in May of 2022 with an estimated construction cost of \$2,337,774.63. After review and discussion with bidders there were a few factors that contributed to the cost difference. General cost increases in the lining materials and labor, the complexity of the required bypass pumping operation, and the location of manholes and the significance of traffic impact all played a role in the increased cost of the project. Additionally, unlike smaller diameter lining, we understand there is no robotic tool to re-establish the service connections in the larger pipe, so this is done by manned entry which adds significantly to the cost.

DLZ contacted references for Lanzo Construction Company and found that the consensus was that they perform satisfactory work, within budget and without unwarranted change orders.

Through discussions with DPS Director Potter, DLZ understands the Township may not have available funds to cover the difference between the construction estimate and the as bid pricing. With this being the case DLZ has reached out to EGLE and the low bidder to see if project quantities could be reduced to still accomplish the most vulnerable portion of the project while sticking within the limits of the original estimate. Kip Mitchell from EGLE confirmed that reducing the project quantities would not impact the project eligibility

4494 Elizabeth Lake Rd, Waterford Township, MI 48328 | OFFICE 248.681.7800 | ONLINE WWW.DLZ.COM



INNOVATIVE IDEAS EXCEPTIONAL DESIGN UNMATCHED CLIENT SERVICE CWSRF Sanitary Sewer Lining Project Recommendation Page 2 of 2

or the permit for the work. Lanzo Construction Company indicated they would be agreeable to reducing the project quantities to stay within the value of the original estimate provided the work to be performed was contiguous and not broken up.

DLZ recommends starting the lining at the northern end where previously proposed, and lining as much pipe and manholes to the south as budget will allow. As the northern end of this pipe run is where the highest concentration of hydrogen sulfide is observed, it would take care of the most significantly impacted pipe. The remaining unlined pipe and manholes would need to be monitored by Township DPS for signs of further degradation due to hydrogen sulfide.

The submitted bid received for the project is above the project estimate, and the contractor bidding the project is willing to perform to the lesser contract amount via reduced quantities and / or value engineering and is known to be capable of completing the work. DLZ recommends the Township award a contract to Lanzo Construction Company, Inc. of Roseville, Michigan for the White Lake CWSRF Sanitary Sewer Lining project in the reduced amount of \$2,337,774.63, based on the reduced quantities. As this is a CWSRF project there will be an automatic 6% contingency that the State will allow under the program in case any unforeseen conditions arise. The contract documents include provisions for a bid hold period of 90 days to accommodate the public hearings, financing, and legal agreements necessary to secure financing through the CWSRF program.

Please feel free to call me if you have any questions on this information.

Sincerely,

M fear

Michael Leuffgen, P.E. Department Manager

CC: Aaron Potter, DPS Director, White Lake Township

Attachments: Bid Tab Email from Kip Mitchell at EGLE Re: Reduced Quantities Email from John D'Alessandro Re: Reduced Quantities

Charter Township of White Lake CWSRF Sanitary Sewer Relining Manhole Repair Bid Tabulation Breakdown

				Lanzo Construc	ction	Company	Inliner Sol	utio	ons LLC	D.V.M. Ut	tilitie	es, Inc.	II	nsituform Techn	olog	gies USA, LLC	SAK Constru	uctio	on, LLC
	Description	Unit	Estimated Quantity	Bid Price	В	id Amout	Bid Price		Bid Amount	Bid Price		Bid Amount		Bid Price		Bid Amount	Bid Price	1	Bid Amount
1	Mobilization	LSUM	1	\$ 63,200.00	\$	63,200.00	\$ 50,000.00	\$	50,000.00	\$ 135,000.00	\$	135,000.00	\$	40,000.00	\$	40,000.00	\$ 64,000.00	\$	64,000.00
2	Televise (21"-30")	LSUM	1	\$ 22,000.00	\$	22,000.00	\$ 90,000.00	\$	90,000.00	\$ 58,000.00	\$	58,000.00	\$	7,500.00	\$	7,500.00	\$ 75,000.00	\$	75,000.00
3	Taffic Control	LSUM	1	\$ 101,000.00	\$	101,000.00	\$ 40,000.00	\$	40,000.00	\$ 175,000.00	\$	175,000.00	\$	101,009.13	\$	101,009.13	\$ 295,000.00	\$	295,000.00
4	Cleaning	LF	13677	\$ 16.00	\$	218,832.00	\$ 6.00	\$	82,062.00	\$ 5.50	\$	75,223.50	\$	16.98	\$	232,235.46	\$ 6.00	\$	82,062.00
5	Heavy Duty Cleaning	LF	1367	\$ 30.00	\$	41,010.00	\$ 6.00	\$	8,202.00	\$ 12.50	\$	17,087.50	\$	5.11	\$	6,985.37	\$ 12.00	\$	16,404.00
6	CIP Lining Gravity Sewer 21-inch	LF	35	\$ 300.00	\$	10,500.00	\$ 175.00	\$	6,125.00	\$ 400.00	\$	14,000.00	\$	637.50	\$	22,312.50	\$ 2,270.00	\$	79,450.00
7	CIP Lining Gravity Sewer 27-inch	LF	1198	\$ 144.00	\$	172,512.00	\$ 165.00	\$	197,670.00	\$ 167.00	\$	200,066.00	\$	182.07	\$	218,119.86	\$ 217.00	\$	259,966.00
8	CIP Lining Gravity Sewer 30-inch	LF	12443	\$ 168.00	\$ 2	2,090,424.00	\$ 195.00	\$	2,426,385.00	\$ 200.00	\$	2,488,600.00	\$	273.94	\$	3,408,635.42	\$ 253.00	\$	3,148,079.00
9A	CIP Lining Gravity Sewer 48-Dia	EA	22	\$ 5,000.00	\$	110,000.00	\$ 6,000.00	\$	132,000.00	\$ 4,600.00	\$	101,200.00	\$	4,685.67	\$	103,084.74	\$ 5,287.00	\$	116,314.00
9B	CIP Lining Gravity Sewer 60-Dia	EA	6	\$ 3,500.00	\$	21,000.00	\$ 6,000.00	\$	36,000.00	\$ 4,000.00	\$	24,000.00	\$	3,233.24	\$	19,399.44	\$ 3,930.00	\$	23,580.00
9C	CIP Lining Gravity Sewer 72" Dia	EA	6	\$ 7,800.00	\$	46,800.00	\$ 6,000.00	\$	36,000.00	\$ 6,950.00	\$	41,700.00	\$	7,058.69	\$	42,352.14	\$ 8,320.00	\$	49,920.00
10	Rim and Cover Repair	EA	3	\$ 2,500.00	\$	7,500.00	\$ 3,500.00	\$	10,500.00	\$ 2,000.00	\$	6,000.00	\$	7,159.94	\$	21,479.82	\$ 5,000.00	\$	15,000.00
11	Lateral Reinstatement	EA	240	\$ 210.00	\$	50,400.00	\$ 425.00	\$	102,000.00	\$ 115.00	\$	27,600.00	\$	58.47	\$	14,032.80	\$ 100.00	\$	24,000.00
12	Pavement Removal	SYD	10	\$ 300.00	\$	3,000.00	\$ 750.00	\$	7,500.00	\$ 85.00	\$	850.00	\$	613.71	\$	6,137.10	\$ 600.00	\$	6,000.00
13	Bypass Pumping	LSUM	1	\$ 138,000.00	\$	138,000.00	\$ 300,000.00	\$	300,000.00	\$ 185,000.00	\$	185,000.00	\$	16,953.94	\$	16,953.94	\$ 848,000.00	\$	848,000.00
14	Restoration	LSUM	1	\$ 12,000.00	\$	12,000.00	\$ 5,000.00	\$	5,000.00	\$ 10,000.00	\$	10,000.00	\$	15,000.00	\$	15,000.00	\$ 36,000.00	\$	36,000.00
15	Permit Allowance	LSUM	1	\$ 20,000.00	\$	20,000.00	\$ 20,000.00	\$	20,000.00	\$ 20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$ 20,000.00	\$	20,000.00
	Total Bid Price				\$ 3	3,128,178.00		\$	3,549,444.00		\$	3,579,327.00			\$	4,295,237.72		\$	5,158,775.00

Michael Leuffgen

From:	Mitchell, Kip (EGLE) <mitchellk16@michigan.gov></mitchellk16@michigan.gov>
Sent:	Thursday, July 6, 2023 10:40 AM
To:	Michael Leuffgen
Cc:	Peterson, Sarah (EGLE); Tim Currie; Aaron Potter
Subject:	RE: CWSRF 5800-01 - Eligibility Question

EXTERNAL: Message origin is from an external network. Use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hi Mike,

Thank you for reaching out with this update. Scaling back the quantity of work will not impact the eligibility, scoring, or permitting for this project. A brief clarification for each of these categories is below.

- 1) The project eligibility will not change. This was determined earlier in the SRF process and at this point all the work proposed for the project is eligible. So, reducing the scope of work does not change the eligibility. There will just be less of the eligible work that falls within the funding that is awarded to the project.
- 2) The scoring to determine if the project falls in the fundable range was also determined earlier in the SRF process. The score was determined based on the "type" of work (in this case sewer lining), not necessarily the quantity of work being done. Since the reduction of project scope does not "delete" any of the "type" of work that was initially scored, the project score would not change and therefore the scaled back project is still in the fundable range.
- 3) The Part 41 Permit was issued for the original construction estimate, but a reduction in scope does not require a change to the Part 41 Permit. All the work that is proposed based on the revised plan was previously permitted, and that Permit is still valid for a reduced scope.

I hope this clarifies these items for you. If you have any further questions, please feel free to reach out.

Thank you,

Kip W. Mitchell Environmental Engineer Water Resources Division/Warren District Office Michigan Department of Environment, Great Lakes, and Energy 586-256-5189 | Mitchellk16@michigan.gov Follow us | Michigan.gov/EGLE

From: Michael Leuffgen <mleuffgen@dlz.com>
Sent: Wednesday, July 5, 2023 3:19 PM
To: Mitchell, Kip (EGLE) <MitchellK16@michigan.gov>
Cc: Peterson, Sarah (EGLE) <PetersonS12@michigan.gov>; Tim Currie <tcurrie@dlz.com>; Aaron Potter
<apotter@whitelaketwp.com>
Subject: CWSRF 5800-01 - Eligibility Question

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Kip, I was discussing the White Lake Sanitary Sewer lining project with Sarah Peterson today. The bids came in above the construction estimate presented on the project plan. My question to you is if the Township wanted to scale back the quantity of pipe/manhole lining to stay within the original budget, would that impact eligibility through the CWSRF program?

- Original Construction Estimate (from Project Plan): \$2,337,744.63
- Low bid (Lonzo Construction Company): \$3,128,178.00

We have attached a rough updated plan, and updated bid tab that shows the approximate quantities that we would need to remove from the project to stay within the estimated construction cost. Can you comment on project eligibility if we scale the quantities back to concentrate on lining as much of the northern section of pipe as possible within the original budget?

Michael Leuffgen | Department Manager

+12488364057 (office) | 248-240-1019 (cell) mleuffgen@dlz.com | www.dlz.com



INNOVATIVE IDEAS EXCEPTIONAL DESIGN UNMATCHED CLIENT SERVICE

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Michael Leuffgen

From:	John D'Alessandro <johnd@lanzo.org></johnd@lanzo.org>
Sent:	Thursday, July 6, 2023 3:35 PM
То:	Tim Currie
Cc:	Michael Leuffgen; Sal D'Alessandro
Subject:	CWRSRF Sanitary Sewer Relining White Lake
Attachments:	Bid Tabulation Spreadsheet - Updated Quantities.pdf

EXTERNAL: Message origin is from an external network. Use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Dear Mr. Currie,

As discussed, and after further review, Lanzo can perform the required work at the revised/reduced quantities for the 30" CIPP and Manhole Rehabilitation (Breakdown Attached) along with the remaining contract items at the unit prices submitted.

All of the terms and conditions along with the contract completion dates are applicable.

If you have any questions or if I may be of further assistance please feel free to contact me.

Thank you,

John D'Alessandro General Manager

Lanzo Companies, Inc 28135 Groesbeck Highway Roseville, Michigan 4806 johnd@lanzo.org 586-775-7566 Office 954-868-0792 Mobile www.lanzo.net



Building and restoring sustainable infrastructure to support the needs of our communities

		Quantiti	Adjusted ies to fit Proje Driginal Projec				_	CWSRF Sanitary Bid T	se abu	wnship of White wer Relining Mai Ilation Breakdow	nhole	Repair		
		LStimat		Lanzo Constru	n Company		Inliner So	luti	ons LLC		D.V.M. U	iliti	es, Inc.	
	Description	Unit	Estimated Quantity	Bid Price		Bid Amout		Bid Price		Bid Amount		Bid Price		Bid Amount
1	Mobilization	LSUM	1	\$ 63,200.00	\$	63,200.00	\$	50,000.00	\$	50,000.00	\$	135,000.00	\$	135,000.00
2	Televise (21"-30")	LSUM	1	\$ 22,000.00	\$	22,000.00	\$	90,000.00	\$	90,000.00	\$	58,000.00	\$	58,000.00
3	Taffic Control	LSUM	1	\$ 101,000.00	\$	101,000.00	\$	40,000.00	\$	40,000.00	\$	175,000.00	\$	175,000.00
4	Cleaning	LF	13677	\$ 16.00	\$	218,832.00	\$	6.00	\$	82,062.00	\$	5.50	\$	75,223.50
5	Heavy Duty Cleaning	LF	1367	\$ 30.00	\$	41,010.00	\$	6.00	\$	8,202.00	\$	12.50	\$	17,087.50
6	CIP Lining Gravity Sewer 21-inch	LF	35	\$ 300.00	\$	10,500.00	\$	175.00	\$	6,125.00	\$	400.00	\$	14,000.00
7	CIP Lining Gravity Sewer 27-inch	LF	1198	\$ 144.00	\$	172,512.00	\$	165.00	\$	197,670.00	\$	167.00	\$	200,066.00
8	CIP Lining Gravity Sewer 30-inch	LF	7905	\$ 168.00	\$	1,328,040.00	\$	195.00	\$	1,541,475.00	\$	200.00	\$	1,581,000.00
9A	CIP Lining Gravity Sewer 48-Dia	EA	3	\$ 5,000.00	\$	15,000.00	\$	6,000.00	\$	18,000.00	\$	4,600.00	\$	13,800.00
9B	CIP Lining Gravity Sewer 60-Dia	EA	6	\$ 3,500.00	\$	21,000.00	\$	6,000.00	\$	36,000.00	\$	4,000.00	\$	24,000.00
9C	CIP Lining Gravity Sewer 72" Dia	EA	6	\$ 7,800.00	\$	46,800.00	\$	6,000.00	\$	36,000.00	\$	6,950.00	\$	41,700.00
10	Rim and Cover Repair	EA	3	\$ 2,500.00	\$	7,500.00	\$	3,500.00	\$	10,500.00	\$	2,000.00	\$	6,000.00
11	Lateral Reinstatement	EA	240	\$ 210.00	\$	50,400.00	\$	425.00	\$	102,000.00	\$	115.00	\$	27,600.00
12	Pavement Removal	SYD	10	\$ 300.00	\$	3,000.00	Ş	750.00	\$	7,500.00	\$	85.00	\$	850.00
13	Bypass Pumping	LSUM	1	\$ 138,000.00	\$	138,000.00	\$	300,000.00	\$	300,000.00	\$	185,000.00	\$	185,000.00
14	Restoration	LSUM	1	\$ 12,000.00	\$	12,000.00	\$	5,000.00	\$	5,000.00	\$	10,000.00	\$	10,000.00
15	Permit Allowance	LSUM	1	\$ 20,000.00	\$	20,000.00	Ş	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
	Total Bid Price			\$	2,270,794.00			\$	2,550,534.00			\$	2,584,327.00	

Charter Township of White Lake

103



Liz Fessier Smith 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

July 7, 2023

Township Board of Trustees 7525 Highland Rd White Lake, MI 48383

RE: RESOLUTION # 23-021; AUTHORIZE ISSUANCE OF SANITARY SEWER REVENUE BONDS AND PLEDGE OF LIMITED TAX FULL FAITH AND CREDIT CWSRF 5800-1

Honorable Board of Trustees,

In December 2019, White Lake completed a waste water asset management plan (WWAMP) for the sewer system following three years of inspections of the system through the SAWW Grant. Necessary maintenance projects were ranked and prioritized for over 20 years. January 2022, the Federal government announced that infrastructure grants through American Rescue Plan Act (ARPA) and the American Water Infrastructure Act (AWIA) would be flowing through the CWSRF funds for qualifying projects. The project plan that was approved by the Township Board at the February 2022 meeting in an attempt to get access to these grants. Proposed projects that have been identified to be included in the Project Plan are cast in place pipe lining of 14,011 feet of gravity sewer main, cast in place lining of 22 gravity manholes, cast in place lining of 21 pressure manholes. These were some of the highest priority projects from the first five years of the WWAMP. DPS was notified on October 31st, 2022 by the State that the \$2.85 M project was approved for funding including \$285,000 in principal forgiveness through ARPA. February 2023, Resolution #23-005 declaring intent to sell bonds to reimburse project expenditures is approved by Township Board.

Attached is Resolution #23-021 Authorize Issuance of Sanitary Sewer System Revenue Bonds and Pledge of Limited Tax Full Faith and Credit, CWSRF Project 5800-01. This is the next step in the milestone schedule required by the State to qualify for funding of the project.

I request the Board approve the resolution #23-021. This will allow us to meet the deadlines outlined in the milestone schedule and keep the project plan moving toward the next steps.

Sincerely,

Aaron Potter Director, Department of Public Services Charter Township of White Lake

CHARTER TOWNSHIP OF WHITE LAKE (Oakland County, Michigan)

RESOLUTION NO. 23-021

RESOLUTION TO AUTHORIZE ISSUANCE OF SANITARY SEWER SYSTEM REVENUE BONDS AND PLEDGE OF LIMITED TAX FULL FAITH AND CREDIT

Minutes of a regular meeting of the Township Board of the Charter Township of

White Lake, Oakland County, Michigan, held in the Township Hall on July 18, 2023.

PRESENT: Rik Kowall, Anthony L. Noble, Mike Roman, Scott Ruggles, Liz Smith, Andrea C. Voorheis, and Michael Powell.

ABSENT:

The following Resolution was offered by Member ______ and supported by Member ______ :

WHEREAS, pursuant to Act 94, Public Acts of Michigan, 1933, as amended (the "Act"), the Township Board of the Charter Township of White Lake (the "Township") has determined to make improvements to the Township's Sanitary Sewer System; and

WHEREAS, the improvements will enable the Township to provide more efficient and better quality public services to the users of the Sanitary Sewer System; and

WHEREAS, the improvements shall be financed in part by the issuance of revenue bonds or other evidences of indebtedness in accordance with the Act; and

WHEREAS, the Act permits the Township to authorize, within limitations that shall be contained in the authorizing resolution, an officer to sell, deliver and receive payment for obligations, and to approve interest rates or methods for fixing interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, optional or mandatory redemption rights, place of delivery and payment, and other matters and procedures necessary to complete an authorized transaction.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. <u>DEFINITIONS</u>. Whenever used in this Resolution except when otherwise indicated by context, the following definitions shall apply:

(a) "Act" means Act 94, Public Acts of Michigan, 1933, as amended.

(b) "Additional First Lien Bonds" means any additional First Lien bonds issued in the future.

(c) "Additional Junior Lien Bonds" means any additional Junior Lien Bonds issued in the future.

(d) "Adjusted Net Revenues" means for any operating year the Net Revenues to which may be made the following adjustments:

(i) Revenues may be augmented by the amount of any rate increase adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.

(ii) Revenues may be augmented by amounts that may be derived from rates and charges to be paid by new customers of the System.

(e) "Authority" means the Michigan Finance Authority created by Executive Order 2010-2, which, among other things, transferred to the Michigan Finance Authority the powers, duties, and functions of the Michigan Municipal Bond Authority created and established pursuant to Act 227, Public Acts of Michigan, 1985, as amended.

(f) "Authorized Officer" means the Supervisor, the Treasurer, and the Clerk of the Township or any one of them acting alone or any number of them acting together.

(g) "Board" means the Township Board of the Township, the legislative and governing body thereof.

(h) "Bondholder" or "Bondholders" means the holder or holders of the Bonds.

(i) "Bond Reserve Account" means a subaccount established within the Redemption Account pursuant to Section 15(b)(ii)(B).

(j) "Bonds" means the Series 2023 Bonds, any Additional Junior Lien Bonds and any Additional First Lien Bonds authorized pursuant to this Resolution or any resolution supplemental to this resolution.

(k) "Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(l) "Construction Fund" shall mean the construction fund created pursuant to Section 15(a).

(m) "Contract Documents" means the Purchase Contract between the Township and the Authority, the Supplemental Agreement by and among the Township, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy, and the Issuer's Certificate for the Series 2023 Bonds or such other closing documents required by the Authority for the issuance of the Series 2023 Bonds.

(n) "First Lien Bonds" shall mean any bonds or other obligations that may be issued or incurred by the Township in the future payable from the Revenues of the System secured by a lien that is a first lien on the Net Revenues of the System, senior in standing and priority of lien with respect to the Net Revenues to the claim of the Junior Lien Bonds.

(o) "First Lien Redemption Account" means the First Lien Bond and Interest Redemption Account created as a subaccount of the Redemption Account pursuant to Section 15(b)(ii)(A).

(p) "G. O. Fund" means the General Obligation Debt Fund created pursuant to Section 15(b)(iii).

(q) "Improvements" means the design, purchase, acquisition, and construction of improvements to the System, including without limitation, the repair and rehabilitation of gravity sanitary main, gravity manholes, and pressure manholes, as well as all work, equipment and appurtenances necessary or incidental to these improvements and such other improvements to the System as the Township may determine to make.

(r) "Junior Lien Bonds" shall mean any bonds or other obligations that may be issued or incurred by the Township payable from the Revenues of the System secured by a lien on the Net Revenues of the System that is subordinate to a first lien on the Net Revenues of the System created for the benefit of any First Lien Bonds and shall include the Series 2023 Bonds.

(s) "Junior Lien Redemption Account" shall mean the Junior Lien Bond and Interest Redemption Account created as a subaccount of the Redemption Account pursuant to Section 15(b)(ii)(C).

(t) "Net Revenues" shall have the same meaning as defined in Section 3 of the Act.

(u) "Operation and Maintenance Fund" means the Operation and Maintenance Fund created pursuant to Section 15(b)(i).

(v) "Paying Agent" shall mean the paying agent as provided in Section 8.

(w) "Receiving Fund" shall mean the Sanitary Sewer System Receiving Fund created pursuant to Section 15(b).

(x) "Redemption Account" shall mean the Bond and Interest Redemption Account created pursuant to Section 15(b)(ii).

(y) "Resolution" means this Resolution and all amendments hereto.

(z) "Revenues" shall have the same meaning as defined in Section 3 of the Act and shall include all earnings on investment of funds of the System and all other revenues derived from or pledged to operation of the System.

(aa) "Series 2023 Bonds" means the Township's Sanitary Sewer System JuniorLien Revenue Bonds, Series 2023 issued pursuant to this resolution.

(bb) "System" means the Township's complete Sanitary Sewer System, both inside and outside the Township, including all collection and treatment facilities for sanitary sewer and all appurtenances thereto now owned by the Township and those acquired pursuant to this Resolution and all extensions and improvements thereto hereafter made.

(cc) "Township" means the Charter Township of White Lake, Oakland County, Michigan.

2. <u>NECESSITY, PUBLIC PURPOSE</u>. It is hereby determined to be necessary for the public health, safety and welfare of the Township to acquire and construct the Improvements to the System in accordance with the maps, plans and specifications therefor prepared by DLZ Michigan, Inc., which are hereby approved.

3. <u>ESTIMATED COST; PERIOD OF USEFULNESS</u>. The cost of the Improvements has been estimated by the engineers to be not less than \$2,855,538.66, including the payment of legal, engineering, financial and other expenses, which estimate of cost is approved and confirmed, and the period of usefulness of the Improvements is estimated to be greater than 20 years.

4. <u>ISSUANCE OF BONDS</u>. To pay a portion of the cost of designing, acquiring, and constructing the Improvements and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Series 2023 Bonds, the Township shall issue its revenue bonds pursuant to the provisions of the Act. The Series 2023 Bonds shall be issued in the aggregate principal sum of not to exceed \$5,000,000, as finally determined by the Authorized Officer at the

time of sale, or such lesser amount thereof as shall have been advanced to the Township pursuant to the Contract Documents.

During the time funds are being drawn down by the Township under the Series 2023 Bonds, the Authority will periodically provide the Township a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Township of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of the Series 2023 Bonds.

5. <u>SERIES 2023 BOND TERMS</u>. The Series 2023 Bonds shall be issued as one fully registered manuscript bond, shall be sold and delivered to the Authority in any denomination. The Series 2023 Bonds shall be dated the date of delivery to the Authority, or such other date approved by the Authorized Officer, and shall be payable on the dates determined by the Authorized Officer at the time of sale provided the final maturity shall be no later than thirty (30) years after the date of issuance. The Series 2023 Bonds shall bear interest at a rate as provided in the Contract Documents, payable semiannually on the dates determined by the Authorized Officer at the time of sale. Within the limitations provided above, the final amount of any maturity and the terms of the Series 2023 Bonds shall be as provided in the Contract Documents and will be finally determined by the Authorized Officer.

6. <u>PAYMENT OF BONDS; PLEDGE OF NET REVENUES; PLEDGE OF FULL</u> <u>FAITH AND CREDIT</u>. Principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the person appearing on the Bond registration books as the registered owner thereof. Payment of principal on the Bonds shall be made at the principal office of the Paying Agent, upon surrender of the Bonds. Payment of interest on the Bonds shall be paid to the registered owner at the address as it appears on the registration books. The principal of and interest on the Bonds shall be payable primarily from the Net Revenues derived from the operation of the System, including future improvements, enlargements and extensions thereof, after provision has been made for the payment of expenses of administration, operation and maintenance thereof. The Net Revenues of the System, including future enlargements, improvements, and extensions thereto, are hereby pledged to the payment of the principal of and interest on the Bonds. To secure the payment of the principal of and interest on the Bonds, a statutory lien is created pursuant to the Act to and in favor of the Bondholders of the Bonds upon the Net Revenues of the System, including future enlargements, improvements, and extensions thereof. The statutory lien on the Net Revenues securing any First Lien Bonds shall be a first lien as provided in the Act and shall at all times and in all respects be and remain superior to the lien on the Net Revenues securing any Junior Lien Bonds. The Net Revenues so pledged shall be and remain subject to such lien until the payment in full of the principal of and interest on the Bonds or until Bonds are defeased as provided in Section 23.

7. <u>PRIOR REDEMPTION</u>. The Series 2023 Bonds issued and sold to the Authority shall be subject to redemption prior to maturity by the Township only with the prior written consent of the Authority and on such terms as may be required by the Authority.

8. <u>PAYING AGENT AND REGISTRATION</u>.

(a) <u>Appointment of Paying Agent</u>. From time to time the Authorized Officer shall designate and appoint a Paying Agent, which shall also act as transfer agent and bond registrar. The initial Paying Agent shall be the Township Treasurer. The Authorized Officer shall also have the authority to remove the Paying Agent and appoint a successor Paying Agent. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.

(b) <u>Registration of Bonds</u>. Registration of the Bonds shall be recorded in the registration books of the Township to be kept by a Paying Agent. Bonds may be transferred only by submitting the same, together with a satisfactory instrument of transfer signed by the Registered Owner or the Registered Owner's legal representative duly authorized in writing, to the Paying Agent, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in any denomination, in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any Bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the Township and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the Township's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the Bond has been called for redemption.

(c)Authority's Depository. Notwithstanding any other provision of this Resolution, so long as the Authority is the owner of the Series 2023 Bonds, (a) the Series 2023 Bonds are payable as to principal, premium, if any, and interest in lawful money of the United States of America at U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the Township by the Authority (the "Authority's Depository"); (b) the Township agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on the Series 2023 Bonds in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Township's deposit by 12:00 noon on the scheduled day, the Township shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of the Series 2023 Bonds shall be given by the Township and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

9. <u>SALE OF BONDS</u>. The Series 2023 Bonds shall be sold to the Authority. The Township determines that a negotiated sale to the Authority is in the best interest of the Township because the terms offered by the Authority are more favorable than those available from other sources of funding.

10. <u>BOND FORM</u>. The Series 2023 Bonds shall be in substantially the following form with such completions, changes and additions as may be required by the Authority or as recommended by the Township's Bond Counsel and approved by the officers of the Township signing the Series 2023 Bonds:

UNITED STATES OF AMERICA STATE OF MICHIGAN OAKLAND COUNTY CHARTER TOWNSHIP OF WHITE LAKE

SANITARY SEWER SYSTEM JUNIOR LIEN REVENUE BONDS, SERIES 2023

Interest Rate		Maturity Date	Date of Original Issue
[Ins	sert Rate]	See Schedule I	[Insert Date]
Registered Owner: Principal Amount:	Michigan Finan [Insert Principal	c c	
Principal Amount:	[Insert Principal	Amount]	

The Charter Township of White Lake, Oakland County, Michigan (the "Issuer"), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Sanitary Sewer System of the Issuer (the "System"), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the "Net Revenues") the amounts and on the Dates of Maturity set forth on Schedule I hereto, together with interest thereon from the dates of receipt of such funds, or such later date to which interest has been paid, at the Interest Rate per annum specified above, payable on the first day of ______ and ______ of each year, beginning _______ 1, 202_, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

The Issuer promises to pay to the Michigan Finance Authority (the "Authority") the principal amount of this Bond or so much thereof as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy.

During the time funds are being drawn down by the Issuer under this Bond, the Authority will periodically provide the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to

recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this Bond shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

This Bond, being one fully registered manuscript bond, is issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and a resolution adopted by the Township Board of the Issuer on July 18, 2023 (the "Resolution"), for the purpose of paying the cost of acquiring and constructing improvements to the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The Issuer hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest redemption account, and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Resolution. The statutory liens securing any First Lien Bonds (as defined in the Resolution) issued by the Issuer will be first liens that are and shall remain superior to the lien on the Net Revenues securing this Bond and any Additional Junior Lien Bonds (as defined in the Resolution), that may be issued pursuant to the Resolution. The Bonds of this series shall have equal sanding with any Additional Junior Lien Bonds that may be issued pursuant to the Resolution, and Additional First Lien Bonds of superior standing to the bonds of this series may be issued pursuant to the Resolution. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or superior standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Resolution.

Bonds of this series may be subject to redemption prior to maturity by the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this Bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the Issuer including this Bond, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Charter Township of White Lake, Oakland County, Michigan, by its Township Board, has caused this Bond to be signed, by the manual or facsimile signatures of its Supervisor and its Clerk, all as of the Date of Original Issue.

Rik Kowall, Supervisor

Anthony L. Noble, Clerk

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(please print or type social security number or taxpayer identification number and name and	and address	of transferee`
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the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _________ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Signed:

Dated: _____

In the presence of: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his/her capacity to act must accompany the bond.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed:

Name of Issuer	
DEQ Project No:	
DEQ Approved Amount:	

CHARTER TOWNSHIP OF WHITE LAKE 5800-01 \$

SCHEDULE I

Based on the schedule provided below, unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes, and Energy (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority, the Authority shall prepare a new payment schedule, which shall be effective upon receipt by the Issuer.

Due Date	Amount of Principal Installment Due

Interest on the Bond shall accrue on principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of _____% per annum, payable ______1, 20__, and semiannually thereafter.

The Issuer agrees that it will deposit with U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Bond Authority's administrative costs and lost investment earnings attributable to that late payment. *Not to exceed amount. Loan reductions at close out will result in a proportional decrease.

[END OF BOND FORM]

11. <u>EXECUTION OF BONDS</u>. The Supervisor and the Clerk of the Township are hereby authorized and directed to sign the Series 2023 Bonds, either manually or by facsimile

signature, on behalf of the Township. Upon execution, the Series 2023 Bonds shall be delivered to the purchaser thereof.

12. <u>RIGHTS OF BONDHOLDERS</u>. The Bondholders representing in the aggregate not less than twenty percent (20%) of the entire amount of Bonds then outstanding may protect and enforce the statutory lien, either at law or in equity, by suit, action, mandamus, or other proceedings, and enforce and compel the performance of all duties of the officials of the Township, including the fixing of sufficient rates, the collection of revenues, the proper segregation of revenues and the proper application thereof; provided, however, that such statutory lien shall not be construed to give any Registered Owner of any Bond authority to compel the sale of the System, the revenues of which are pledged thereto.

If there is any default in the payment of the principal of or interest on any of the Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Township and under the direction of such court, and by and with the approval of such court, to fix and charge rates and collect revenues sufficient to provide for the payment of any Bonds or other obligations outstanding against the revenues of the System and for the payment of the expenses of operating and maintaining the System and to apply the income and revenues of the System in conformity with the Act and this Resolution.

The owners or Bondholders, from time to time, of the Bonds, shall have all the rights and remedies given by law, and particularly by the Act, for the collection and enforcement of the Bonds and the security therefor.

13. <u>MANAGEMENT OF SYSTEM</u>. Except as provided in this Resolution, the construction, alteration, repair and management of the System shall be under the supervision and control of the Board. The Township may employ such persons in such capacities as it deems advisable to carry on the efficient management and operation of the System. The Board may make such rules, orders and regulations as it deems advisable and necessary to assure the efficient management and operation of the System.

14. <u>SUPERVISED ACCOUNTS</u>. The Treasurer of the Township shall be custodian of all funds belonging to and/or associated with the System and such funds shall be deposited in such banks, savings and loan associations, or credit unions, each of which has unimpaired capital and surplus of at least \$2,000,000, or which are each a member of the Federal Deposit Insurance

Corporation, the Federal Savings and Loan insurance Corporation, or the National Credit Union Share Insurance Fund or successor agencies.

15. <u>FUNDS AND ACCOUNTS</u>. The Treasurer is hereby directed to create and maintain the following funds, which shall be designated as follows, into which the Bond proceeds and the revenues and income from the System shall be deposited, which funds and accounts shall be established and maintained, except as otherwise provided, so long as any of the Bonds hereby authorized remain unpaid.

(a) <u>Construction Fund</u>. The proceeds of the Series 2023 Bonds shall be deposited in the Construction Fund. Such moneys shall be used solely for the purpose for which the Series 2023 Bonds were issued. Any unexpended balance in the Construction Fund remaining after completion of the Improvements may be used for such purposes as allowed by law. After completion of the Improvements and disposition of remaining Series 2023 Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

(b) <u>Receiving Fund</u>. The gross income and revenue of the System shall be set aside into the Receiving Fund. The moneys so deposited are pledged for the purpose of the following funds and accounts and shall be expended and used only in the manner and order as follows:

(i) <u>Operation and Maintenance Fund</u>. The Township shall create and maintain the Operation and Maintenance Fund. Prior to the beginning of each fiscal year, the Board shall prepare an annual budget of the System for the ensuing fiscal year. Out of the revenues in the Receiving Fund, there shall be set aside, quarterly and deposited into the Operation and Maintenance Fund a sum sufficient to pay the reasonable and necessary current expenses of administering, operating and maintaining the System for the ensuing three months.

(ii) <u>Redemption Account</u>. The Township shall create and maintain the Redemption Account.

(A) <u>First Lien Redemption Account</u>. The First Lien Redemption Account shall be established as a subaccount within the Redemption Account to be used solely for the purpose of paying the principal of and interest on First Lien Bonds. After the transfers required above, there shall first be transferred quarterly from the Receiving Fund, and deposited in the First Lien Redemption Account, for payment of principal of and interest on the First Lien Bonds, a sum equal to at least one-half (1/2) of the amount of interest due on First Lien Bonds on the next ensuing

interest payment dates plus not less than one-fourth (1/4) of the principal maturing on First Lien Bonds on the next ensuing principal payment dates in each year. The moneys in the First Lien Redemption Account shall be accounted for separately.

(B) <u>Bond Reserve Account</u>. The Bond Reserve Account shall also be established as a subaccount of the Redemption Account. Upon the issuance of any First Lien Bonds, the Township shall deposit into the Bond Reserve Account such amounts determined by the Township in the resolution authorizing such First Lien Bonds, to be used as provided in the resolution authorizing their issuance. No deposit to the Bond Reserve Account shall be required for the Series 2023 Bonds.

(C) Junior Lien Redemption Account. The Junior Lien Redemption Account shall also be established as a subaccount within the Redemption Account to be used solely for the purpose of paying the principal of and interest on the Junior Lien Bonds. After the transfers required above, there shall be transferred quarterly from the Receiving Fund, and deposited in the Junior Lien Redemption Account for payment of principal of and interest on the Junior Lien Bonds, a sum equal to at least one-half (1/2) of the amount of interest on Junior Lien Bonds due on the next ensuing interest payment dates plus not less than one-fourth (1/4) of the principal maturing on Junior Lien Bonds on the next ensuing principal payment dates in each year. The monies in the Junior Lien Redemption Account shall be accounted for separately.

(D) <u>Additional Deposits</u>. If for any reason there is a failure to make a required deposit to any of the subaccounts of the Redemption Account or for any reason there is a deficiency in any of the subaccounts, then an amount equal to the deficiency shall be set aside and deposited in the subaccount from the Net Revenues in the next succeeding period, which amount shall be in addition to the regular deposit required during such succeeding period.

No further payments need be made into a subaccount of the Redemption Account after the amount accumulated and held in the subaccount, or in the case of First Lien Bonds together with amounts held in the Bond Reserve Account, is sufficient to pay when due the entire amount of principal and interest that will be payable at the time of maturity or at an earlier redemption date of all the Bonds then remaining outstanding that are payable from the subaccount, or for Bonds that have been defeased as provided in Section 23.

(iii) <u>General Obligation Debt Fund</u>. The G. O. Fund is hereby established. After meeting the requirement of the foregoing funds, there may be transferred quarterly from remaining

revenues in the Receiving Fund, or from other available monies, and deposited in the G. O. Fund, such sums as the Township Board in its sole discretion determines to be desirable to pay debt service on presently existing or future general obligation bond issues of the Township or general obligation contractual obligations of the Township incurred or to be incurred for System purposes. This section shall not be construed to create a lien on the Net Revenues in favor of any obligations the debt service on which may be paid from the G. O. Fund from time to time.

(iv) <u>Improvement and Repair Fund</u>. The Township hereby establishes the Improvement and Repair Fund, into which there shall be placed, after meeting the requirements of the subsections set forth above, such sums as the Board shall determine to be used by the Township for the purpose of acquiring and constructing improvements, additions and extensions to the System and for making repairs and replacements to the System.

(v) <u>Surplus Moneys</u>. All moneys remaining in the Receiving Fund at the end of any operating year after satisfying the above requirements may be transferred to the Redemption Account and its subaccounts and used as authorized in this Resolution or, at the option of the Township, transferred to the G. O. Found or the Improvement and Repair Fund and used for the purposes for which said funds were established. Provided, however, that if there should be a deficit in the Operation and Maintenance Fund, and any subaccount of the Redemption Account, a bond reserve account or the G. O. Found on account of defaults in setting aside therein the amounts required in this Resolution, or a future resolution, then the Township shall transfer the moneys remaining in the Receiving Fund at the end of any operating year to such funds in the priority and order named, to the extent of such deficits. Available surplus moneys may be used to retire any outstanding obligations of the Township incurred for construction, expansion or addition to the System, including additional bonds, the issuance of which is authorized by this Resolution, or if no other disposition has been provided for, such moneys may be used for such other purposes of the System as the Board may deem to be for the best interest of the Township.

(vi) <u>Priority of Accounts</u>. In the event the monies in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Fund or any subaccounts of the Redemption Account, any monies or securities in other funds of the System, except the Construction Fund, shall be credited or transferred, first, to the Operation and Maintenance Fund, second to the First Lien Redemption Account, third to the Junior Lien Redemption Account, and fourth to a bond reserve account, to the extent of any deficit therein.

16. <u>INVESTMENT OF FUNDS</u>. Moneys in the funds and accounts established herein may be invested by the Township in bonds, notes, bills and certificates of, or guaranteed by, the United States of America, or in interest bearing time deposits or other investments as shall be determined by the Township, subject to the provisions of Act 20, Public Acts of Michigan, 1943, as amended, or any statute subsequently adopted regulating investments by the Township, and subject to the limitations imposed by arbitrage regulations and Section 148 of the Code. Profit realized or interest income earned on investment of funds in the various funds and accounts shall be deposited in or credited as received to the Receiving Fund.

17. <u>DEPOSITORY AND FUNDS ON HAND</u>. Monies in the several funds and accounts maintained pursuant to this Resolution, except monies in the Construction Fund and Redemption Account, which must be kept in a separate account, may be kept in one or more accounts at financial institutions designated by resolution of the Township, and if kept in one account, the monies shall be allocated on the books and records of the Township in the manner and at the times provided in this Resolution.

18. RATES AND CHARGES. Rates shall be fixed and revised from time to time by the Board so as to produce amounts that are sufficient to pay the expenses of administration and the costs of operation and maintenance of the System, to provide an amount of revenues adequate for the payment of principal of and interest on the Bonds, reserve, replacement and improvement requirements, if any, and to otherwise comply with all requirements and covenants provided herein; and such that are reasonably expected to yield annual Net Revenues of the System, in the current fiscal year equal to at least 100% of principal maturing and interest payable in the forthcoming twelve (12) month period on the then outstanding Junior Lien Bonds and equal to such percentage of the annual principal and interest thereafter maturing in the forthcoming twelve (12) month period on the then outstanding First Lien Bonds, if any, as is established by the resolution authorizing the issuance of the First Lien Bonds; and promptly upon any material change in the circumstances which were not contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each fiscal year, review the rates and charges for its services and promptly revise such rates and charges as necessary to comply with the foregoing requirement, in which case the Township will be in compliance with the requirements of this Section. The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the costs and value of the System,

the cost of maintaining, repairing, and operating the System, and the amounts necessary for the retirement of all Bonds and interest accruing on all Bonds, and there shall be charged such rates and charges as shall be adequate to meet the requirement of this and the preceding sections.

19. <u>NO FREE SERVICE</u>. No free service shall be furnished by the System to the Township or to any individual, firm or corporation, public or private, or to any agency or instrumentality.

20. <u>REVENUE BOND COVENANTS</u>. The Township covenants and agrees, so long as any of the Bonds hereby authorized remain unpaid, as follows:

(a) It will punctually perform all duties with reference to the System and comply with applicable State laws and regulations and continually operate and maintain the System in good condition.

(b) It will not sell, lease, mortgage or in any manner dispose of the System, or any substantial part of it, until all Bonds payable from the revenues of the System shall have been paid in full, defeased, or provision has been made or agreement entered into for the payment of such Bonds. The Township is explicitly authorized to enter into arrangements, including a lease of the system, with a regional authority in which the Township is a participant if such arrangements require the authority to provide funds to make payments sufficient to pay the debt service on any of the bonds affected by the arrangement.

(c) It will cause an annual review of rates and charges to be made and based thereon will adjust such rates and charges to provide the amounts required by this Resolution.

(d) It will maintain complete books and records relating to the operation of the System and its financial affairs, will cause such books and records to be audited annually at the end of each fiscal year and an audit report prepared, and will furnish a Bondholder a copy of such report upon written request.

(e) It will maintain and carry insurance on all physical properties of the System, for the benefit of the Bondholders, of the kinds and in the amounts normally carried by municipalities engaged in the operation of similar systems. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purpose of calling Bonds.

21. ADDITIONAL BONDS. Additional Bonds of equal standing with the Series 2023 Bonds may be issued in an amount of not to exceed 10% of the Bonds authorized herein, as may be necessary to complete construction of the Improvements. Additional First Lien Bonds of equal standing and priority with any outstanding First Lien Bonds and superior to Junior Lien Bonds may be issued for repair, replacement, improvement or extension of the System and to refund all or a portion of Bonds and paying the costs of issuing the Additional First Lien Bonds, but only if the average actual or Adjusted Net Revenues of the System for any consecutive twelve month period out of the 24 months preceding the adoption of the resolution authorizing the issuance of such Bonds shall be equal to at least one hundred percent (100%) of the average annual principal and interest thereafter maturing in any operating year on the then outstanding First Lien Bonds, Junior Lien Bonds and the Additional First Lien Bonds then being issued. In addition, Additional First Lien Bonds of equal standing and priority with any outstanding First Lien Bonds may be issued to refund all or a portion of outstanding Bonds if the refunding would provide a net present value debt service savings to the Township. If the Additional First Lien Bonds are to be issued in whole or in part for refunding outstanding Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds to be refunded from the proceeds of the Additional First Lien Bonds.

Additional Junior Lien Bonds of equal standing and priority with any outstanding Junior Lien Bonds may be issued for repair, replacement, improvement or extension of the System and to refund all or a portion of Bonds and paying the costs of issuing the Additional Junior Lien Bonds, but only if the average actual or Adjusted Net Revenues of the System for any consecutive twelve month period out of the 24 months preceding the adoption of the resolution authorizing the issuance of such Bonds shall be equal to at least one hundred percent (100%) of the average annual principal and interest thereafter maturing in any operating year on the then outstanding First Lien Bonds, Junior Lien Bonds of equal standing and priority with any outstanding Junior Lien Bonds may be issued to refund all or a portion of outstanding Bonds if the refunding would provide a net present value debt service savings to the Township. If the Additional Junior Lien Bonds are to be issued in whole or in part for refunding outstanding Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for

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each operating year the annual principal and interest requirements of any Bonds to be refunded from the proceeds of the Additional Junior Lien Bonds.

In addition, at any time that the Authority is the holder of all of the Bonds outstanding, Additional First Lien Bonds and Junior Lien Bonds may be issued if the Authority consents to the issuance by accepting delivery of such bonds.

In addition, Additional First Lien Bonds may be issued without meeting any of the conditions and tests set forth above to pay: (i) the cost of acquisition and construction of any repairs, replacements, improvements, major renewals or corrections of any damage or loss to the System necessary, in the opinion of the Township engineer, to keep the System in good operating condition or to prevent a loss of Revenues therefrom to the extent that the cost thereof cannot reasonably be paid from the Repair Replacement and Improvement Fund or from insurance proceeds, or (ii) the cost of decommissioning, disposal or termination of any part of the System.

Determination by the Board as to existence of conditions permitting the issuance of Additional Bonds shall be conclusive, provided this shall not eliminate any requirement for any other approval required herein.

Any additional Bonds shall be subject to the various funds herein established, and all revenue from any such extension or replacement constructed by the proceeds of any additional Bonds shall be paid into the Receiving Fund.

22. <u>AUTHORIZED OFFICER</u>: The Authorized Officer is hereby designated, for and on behalf of the Township, to do all acts and to take all necessary steps required to effectuate the sale, issuance and delivery of the Series 2023 Bonds to the Authority. The Authorized Officer is hereby authorized to execute and deliver the Contract Documents in substantially the form presented to the Township, with such changes, additions and completions as are approved by the Authorized Officer. The Township hereby approves the Contract Documents in the form presented by the Authority with such changes as are approved by the Authorized Officer. Notwithstanding any other provision of this Resolution, the Authorized Officer is authorized within the limitations of this Resolution to determine the specific interest rate or rates to be borne by the bonds, not exceeding the maximum rate allowed by law, the principal amount, interest payment dates, dates of maturities, and amount of maturities, redemption rights, the title of the Series 2023 Bonds, date of issuance, and other terms and conditions relating to the Series 2023 Bonds and the sale thereof provided, however, the last annual principal installment shall not be later than provided in the Contract Documents. The Authorized Officer is further authorized to alter or adjust the covenants made pursuant to this Resolution, including without limitation the covenants provided in Sections 18, 20 and 21. The Authorized Officer's approval of the terms shall be evidenced by his or her signature on the document or agreement stating such terms. The Authorized Officer is hereby authorized for and on behalf of the Township, without further Township Board approval, to do all acts and take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2023 Bonds. The Authorized Officer is authorized to execute any orders, receipts, agreements, pledge agreements, documents or certificates necessary to complete the transaction, including, but not limited to, any issuers certificate, any certificates relating to federal or state securities laws, rules or regulations, any applications to the Michigan Department of Treasury, and any revenue sharing pledge agreement and to make any elections or designations under the Code. The Township hereby approves the Revenue Sharing Pledge Agreements in the form presented by the Authority, with such changes as are approved by the Authorized Officer, and authorizes the Authorized Officer to execute and deliver the Revenue Sharing Pledge Agreement if it is required by the Authority.

23. <u>DEFEASANCE</u>. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on any of the Bonds, shall be deposited in trust, this Resolution shall be defeased with respect to such Bonds (the "Defeased Bonds"), and the owners of the Defeased Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein. Defeased Bonds shall be treated as if they have been redeemed for all purposes under this Resolution.

24. <u>FISCAL YEAR OF SYSTEM</u>. The fiscal year for operating the System shall coincide with the fiscal year of the Township.

25. <u>TAX COVENANT</u>. The Township covenants to comply with all requirements of the Code necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes. The Authorized Officer and other appropriate officials of the Township are authorized to do all things necessary (including the making of such covenants of the Township as shall be appropriate) to assure that the interest on the Series 2023 Bonds will be and will remain excludable from gross income for federal income tax purposes.

26. <u>STATE REVENUE SHARING PLEDGE</u>. If required by the Authority, as additional security for repayment of the Series 2023 Bonds, the Board agrees to pledge the state revenue sharing payments that the Township is eligible to receive from the State of Michigan under Act 140, Public Acts of Michigan, 1971, as amended, to the Authority as purchaser and holder of the Series 2023 Bonds. The Authorized Officer is authorized to execute and deliver a revenue sharing pledge agreement between the Township and the Authority.

27. <u>APPOINTMENT OF BOND COUNSEL</u>. The firm of Dickinson Wright PLLC is hereby approved as bond counsel to the Township. The Authorized Officer is authorized to enter into an engagement letter with bond counsel in accordance with the fees shown in the financial reports of the Municipal Advisor.

28. <u>MUNICIPAL ADVISOR</u>. Bendzinski & Co., Municipal Finance Advisors is hereby employed as municipal advisor for the Bonds.

29. <u>PUBLICATION AND RECORDATION</u>. This Resolution shall be published once in full in a newspaper of general circulation in the Township qualified under state law to publish legal notices, and the same shall be recorded in the records of the Township and such recording authenticated by the signature of the Clerk.

30. <u>RESOLUTION SUBJECT TO MICHIGAN LAW</u>. The provisions of this Resolution are subject to the laws of the State of Michigan.

31. <u>SECTION HEADINGS</u>. The section headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

32. <u>SEVERABILITY</u>. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Page 21 of 22

33. <u>CONFLICT</u>. All Resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed to the extent of the conflict; provided, that the foregoing shall not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bonds.

34. <u>EFFECTIVE DATE OF RESOLUTION</u>. Pursuant to Section 6 of the Act, this Resolution shall be approved on the date of first reading and this Resolution shall be effective immediately upon its adoption and publication pursuant to Act 94.

YEAS:

-			 	
NAYS:			 	
RESOLUTION	DECLARED	ADOPTED.		

Rik Kowall, Supervisor

Anthony Noble, Clerk

CERTIFICATION

I, Anthony Noble, the duly qualified and acting Clerk of the Charter Township of White Lake, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting held on July 18, 2023, and that notice of said meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Date: July __, 2023

Anthony Noble, Clerk



Trustees

Section 9. Item H.

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

July 7, 2023

Honorable Board of Trustees Charter Township of White Lake 7525 Highland Road White Lake, MI 48383

Re: DLZ Proposal – Construction Engineering Services - CWSRF 5800-1

Honorable Board of Trustees,

In January and early February 2022, White Lake and DLZ Engineering of Michigan had been in discussions with the State Revolving Fund regarding The American Rescue Plan Act (ARPA) and Infrastructure Investment and Jobs Act (IIJA) monies being allocated through the State Revolving Funds. The Township Board approved the project plan development at the February 17, 2022 Special Board Meeting. The Final Project Plan was presented and adopted by Resolution 22-021 at the May 17, 2022 Regular Board Meeting.

On October 31, 2022, DPS was notified by the State Revolving Fund that our Project 5800-01 is now fundable for Fiscal Year 2023 (FY23) for a CWSRF \$2,855,000 loan and that we would qualify for 10% (\$285,000) principal forgiveness.

The public bid opening was held June 26, 2023. The tentative award to the low bidder and the resolution to sell bonds are on the agenda for this meeting. The DLZ proposal is consistent with the project plan budget that was approved by the Township and the State.

I request the Township Board approve the DLZ proposal, Professional Engineering Services CWSRF 5800-1, in an amount not to exceed \$233,750 pending approval of the other related resolutions and contract award on this meeting agenda. I request the Township Supervisor be authorized to execute the agreement.

Please feel free to contact me if you have any questions.

Sincerely,

Aaron Potter



July 6, 2023

Mr. Rik Kowall Township Supervisor Charter Township of White Lake 7525 Highland Road White Lake, MI 48383

Re: Charter Township of White Lake CWSRF Sanitary Sewer Lining – Construction Engineer Services

Dear Mr. Kowall:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal for continued professional engineering services related to construction engineering services to the Charter Township of White Lake (TOWNSHIP) for the CWSRF Sanitary Sewer Lining project.

BACKGROUND

The sanitary sewer improvements include cleaning, televising, and lining sanitary sewer pipe and manholes along Union Lake Road, Farnsworth Road, Hutchins Road, Round Lake Road, Cooley Lake Road, and Cascade Street. The project work is consistent with the goals of the CWSRF Project Plan which was Board adopted by Resolution #22-021 on May 18, 2022.

The following agreement between DLZ and the TOWNSHIP is separate and distinct from any other agreement between DLZ and the TOWNSHIP.

SCOPE OF SERVICES – CONSTRUCTION ENGINEERING

Resident Inspection

DLZ will perform Construction Observation Services on the proposed construction activities. Observation will be performed whenever the contractor is constructing the improvements proposed on the plans. Construction operations requiring full time Observation will include the following activities:

- General:
 - Construction of appurtenances. Such work can be observed by the same individual performing the construction review for the primary construction provided: (1) they are located within 500 feet of the primary construction, (2) the Contractor cooperates to the extent that the construction review staff member is informed of the construction of appurtenances, and (3) that no work is covered prior to construction review.
- Sanitary Sewer Main:
 - o Cleaning and Televising.
 - o CIP Pipe Lining and Lateral Reinstatement.
 - o Excavation, bedding and backfill.
 - o Tunneling, jacking, and boring.

4494 Elizabeth Lake Rd, Waterford Township, MI 48328 | OFFICE 248.681.7800 | ONLINE WWW.DLZ.COM



White Lake Township CWSRF Sanitary Sewer Lining July 6, 2023 Page 2 of 4

- o Installation of all materials.
- o Installation and construction of all appurtenances (See General).
- Structures:
 - o Cleaning and CIP Lining.
 - o Excavation.
 - o Rim & Cover Repair.
 - o Backfilling.
 - Miscellaneous Work:
 - Final clean-up, pavement replacement, restoration.

Contract Administration

DLZ's functions, responsibilities, and obligation to the TOWNSHIP, in this phase of the WORK, will be as follows:

- DLZ will issue to the Contractor(s), a Notice-To-Proceed, upon direction of TOWNSHIP.
- DLZ will advise and consult with the TOWNSHIP during the construction phase of the projects.
- DLZ will attend Project Meetings.
- DLZ will make recommendations upon request of the TOWNSHIP, on claims relating to the execution and progress of the construction work.
- DLZ will review shop drawings, samples, and other submittals of the Contractor(s), only for general conformance to the design concept of the Project and for general compliance with the Contract Documents.
- Based on on-site observations and on review of Contractor(s) applications for payment and the accompanying data and schedules, DLZ will determine the amounts owing the Contractor(s) and approve, in writing and in accordance with the provisions of the General Conditions of the Contract Documents, payments to Contractor(s) in such amounts.
- DLZ will assist in the preparation of Change Orders for the TOWNSHIP's approval.
- DLZ will handle complaints and refer them to the Contractor(s) for a disposition.
- DLZ will conduct Davis-Bacon wage rate interviews as required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and review all contractor certified payrolls and pay applications for compliance with the Davis-Bacon wage rates.
- DLZ will receive and transmit to the TOWNSHIP all written guarantees and other required documentation assembled by the Contractor.
- DLZ will conduct a Final Review and issue a Final Report and a Certificate of Final Payment.

GIS Services

DLZ's functions, responsibilities, and obligation to the TOWNSHIP, in this phase of the WORK, will be as follows:

• DLZ will update the Township's GIS Network with revised sanitary sewer layer information per the surveyed limits of improvement.



White Lake Township CWSRF Sanitary Sewer Lining July 6, 2023 Page 3 of 4

Material Testing Services

DLZ will coordinate Material Testing activities on the projects. To facilitate this, DLZ will engage the services of a sub-consultant known to have expertise in this field. Tests to be performed will include, but not be limited to the following: Grain Size Analysis, Standard Proctor, Modified Proctor, Michigan One Point Cone Test, Concrete Slump Test, Concrete Air Entrainment, and Concrete Cylinder Breaking. In addition, a Density Technician, Concrete Technician and Laboratory Supervisor will be supplied. It is the intent that this sub-consultant will be mutually agreeable to White Lake Township.

The proposal fee does not include Materials and Testing Services costs, but it does include costs for coordination with the sub-consultant. DLZ will require the Contractor to include the cost for Materials Testing in the construction contract by identifying the task as an allowance in the Construction Bid documents.

SCOPE OF SERVICES – SPECIAL SERVICES

The following services, when requested and authorized by the TOWNSHIP, will be provided by DLZ or an authorized sub-consultant. Compensation for Special Services as described herein or services beyond the scope of this agreement will be based on the attached DLZ Schedule of Fees labeled Exhibit B. Sub-consultant expenses will be provided and approved by the TOWNSHIP prior to commencement of work as well.

- Services due to changes in the scope and complexity of the Project(s) or their design, including, but not limited to, changes in size, alignment, or character of construction.
- Services due to unforeseen underground conditions such as, but not limited to, the presence of petroleum
 products in the soil or groundwater of the site as may be encountered by excavation or dewatering
 activities.
- Services related to dewatering activities, testing of wells and laboratory services that may be required in connection with the Project.

TERMS AND CONDITIONS

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

SERVICE FEE

For services described in **SCOPE OF SERVICES, CONSTRUCTION ENGINEERING** related to CWSRF Sanitary Sewer Lining and Manhole Repair, DLZ proposes to charge, and the TOWNSHIP agrees to pay in accordance with the attached Schedule of Fees labeled Exhibit B. We estimate our fee will not exceed **\$233,750.00** without prior approval to TOWNSHIP. Invoices will be rendered monthly based on the actual hours expended times the rate shown on Exhibit B for the classification of the individual working on the project.

For Services described in **SCOPE OF SERVICES**, **SPECIAL SERVICES** if required, DLZ proposes to charge, and TOWNSHIP agrees to pay in accordance with the rates shown in Exhibit B.

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INNOVATIVE IDEAS EXCEPTIONAL DESIGN UNMATCHED CLIENT SERVICE White Lake Township CWSRF Sanitary Sewer Lining July 6, 2023 Page 4 of 4

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

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

Sincerely, DLZ MICHIGAN, INC.

Manoj Sethi, PE President

Approved and A	ccepted
Signature	
Printed Name	
Title	
Date	

Attachments: Exhibit A: Standard Terms and Conditions Exhibit B: Rate Schedule

Exhibit A DLZ'S STANDARD TERMS AND CONDITIONS

INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

CONSTRUCTION SERVICES: If DLZ's scope of services 2. includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contact documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. **SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

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

INSURANCE: During the performance of its services and for 10. two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

Exhibit B Rate Schedule

CLASSIFICATION	HOURLY RATE CHARGE
Senior Project Manager	\$ 170.00
Project Manager	\$ 150.00
Surveyor VI	\$ 160.00
Surveyor V	\$ 145.00
Engineer IV/Surveyor IV	\$ 125.00
Engineer III/Surveyor III	\$ 115.00
Engineer II/Surveyor II	\$ 100.00
Engineer I/Surveyor I	\$ 95.00
Senior Architect	\$ 155.00
Architect	\$ 120.00
Architect Intern	\$ 90.00
Landscape Architect	\$ 120.00
Senior Geologist/Senior Environmental Scientist	\$ 130.00
Geologist/Environmental Scientist	\$ 90.00
Senior Environmental Analyst	\$ 120.00
Environmental Analyst	\$ 95.00
Senior Programmer	\$ 125.00
Programmer	\$ 105.00
Senior GIS Analyst	\$ 120.00
GIS Analyst	\$ 105.00
GIS Intern	\$ 80.00
Senior CAD Operator	\$ 105.00
CAD Operator	\$ 85.00
CAD Operator Intern	\$ 70.00
Designer	\$ 100.00
Construction Project Manager	\$ 145.00
Senior Construction Inspector	\$ 105.00
Construction Inspector	\$ 80.00
2 Person Survey Crew	\$ 190.00
1 Person Survey Crew	\$ 135.00
Clerical	\$ 55.00



White Lake Township FY2023 CWSRF Wastewater Asset Management Plan Improvements Project Plan Page 46 of 56

Table 9 – Alternative 4 – Total Project Budget

Item No	Description	Total Cost
1	Design (8%)	\$ 187,019.57
2	Construction	\$ 2,337,744.63
3	Construction Administration, Construction Engineering, Inspection (10%)	\$ 233,774.46
4	Project Plan	\$ 30,000.00
5	Legal/Financial Service	\$ 32,000.00
6	Bond Counsel	\$ 35,000.00
	Total Project Budget	\$ 2,855,538.66

The 2022 discount rate, as determined by the Federal Register, is 1.875% with a project planning period of twenty (20) years.

4.4 SALVAGE VALUES & REPLACEMENT COST

Given the nature of the alternative, the proposed infrastructure improvements are designed to have an expected life of 40 years, double the 20-year planning period for the monetary present worth evaluation. As a result, all lining items (sanitary main and manholes) will have a salvage value worth half of their estimated cost at the end of the 20-year planning period. There are no items related to the alternative that have an expected life of less than 20 years, therefore there will be no replacement costs associated with the present worth analysis. These values are outlined in Table 10 for Alternative 2 and Table 11 for Alternative 4 on pages 47 and 48, respectively.



Michael Powell

WHITE LAKE TOWNSHIP DEPARTMENT OF PUBLIC SERVICES 7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, www.whitelaketwp.com

July 11, 2023

Honorable Board of Trustees Charter Township of White Lake 7525 Highland Road White Lake, MI 48383

Re: TENTATIVE AWARD OF CONTRACT – SUBURBAN KNOLLS WELLHOUSE DEMOLITION

Honorable Board of Trustees,

White Lake DPS has received bids at public bid opening on July 11th for the demolition of the Suburban Knolls Wellhouse. The bid tabulation is attached.

The wellhouse, built in the late 60's, was approved for demo by the Township Board at the April 2018 meeting. It was disconnected from the Township water system in 2020. Two wells were abandoned in 2020. The DTE and gas utilities have been disconnected and removed from the site. An asbestos survey was completed and all known asbestos was removed from the structure in 2020.

DPS requests the tentative approval of bid proposal from Blue Star Inc., low bidder on the project in an amount not to exceed \$29,800.00 (\$26,300 + \$3500 contingency). DPS requests that the Township Supervisor be authorized to execute the agreement subject to review of the Township attorney.

Please feel free to contact me if you have any questions.

Sincerely,

Aaron Potter



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

July 11, 2023

RE: Suburban Knolls Wellhouse Demolition Bid Tabulation

White Lake DPS has received bids at public bid opening on July 11th for the demolition of the Suburban Knolls Wellhouse. The bid tabulation is as follows:

1.	Blue Star Inc. Itemized specifications acknowledged.	Base Bid = \$26,300.00
2.	TSP Environmental Itemized specifications acknowledged.	Base Bid = \$63,972.00
3.	DVM Utilities Itemized specifications acknowledged.	Base Bid = \$144,000.00

Sincerely,

Aaron Potter Director, Department of Public Services Charter Township of White Lake



Section 9. Item I.

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

June 20, 2023

RE: Suburban Knolls Wellhouse Demolition Specifications

White Lake DPS is requesting proposals for demolition and removal of the Suburban Knolls Wellhouse and appurtenances.

The wellhouse, built in 1967, was disconnected from the Township water system in 2020. Two wells were abandoned in 2020. The DTE and gas utilities have been disconnected and removed from the site. An asbestos survey was completed and all known asbestos was removed from the structure in 2020.

The itemized proposals shall include the following specifications:

- 1. Secure all required permits:
 - White Lake Demolition Permit \$550 Meet all permit requirements
 - Soil Erosion Permit (Apply at OCWRC)-Meet all permit requirements and maintain soil erosion controls until final completion date.
- 2. Demolition and removal of building and all wellhouse equipment, piping, and appurtenances.
- 3. Removal of foundations and footings.
- 4. Removal of radio antenna telephone pole.
- 5. Removal of abandoned well casing and piping to 12 FT below existing grade.
- 6. Removal and proper disposal of approximately 130 LF of abandoned 8-inch diameter asbestos cement water main.
- 7. Removal of 1 manhole structure and water gate valve.
- 8. Removal of approximately 160 LF of 12-inch corrugated plastic stormwater pipe.
- 9. Haul all debris to legal land fill (includes all debris removed from site).
- 10. Backfill all excavations to existing grade. Clean fill must be used if required to bring back to existing grade.
- 11. Seed and mulch all disturbed areas.
- 12. Resident inspection is required on all underground work. 48-hour notification must be provided to White Lake DPS. Work hours shall 7 am to 7 pm Monday through Friday. No work allowed on weekends.
- 13. Substantial completion shall be 60 days from Notice to Proceed.
- 14. Final completion shall be 90 days from Notice to Proceed.
- 15. A Performance Bond of 150% of the total proposal in cash or surety must be submitted to the Township prior to issuance of Notice to Proceed.

Prospective Bidders are urged to register with the issuing office, even if Bidding Documents are obtained from other locations so that addenda, if any, can be directed to them. The site may be accessed for viewing by appointment. Any questions regarding the project shall be submitted by email to the issuing office.

Sealed proposals will be received by the Charter Township of White Lake Clerks Office, 7525 Highland Road, White Lake, Michigan 48383 until <u>2:00 pm</u> on <u>July 11, 2023</u> at which time, the bids will be publicly opened and read aloud and the different items noted, for the Suburban Knolls Wellhouse Demolition. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any. Prospective bidders are responsible for checking with the issuing office for any changes to the project or addenda prior to bid submittal.

The Issuing Office is and bid opening will be held at:

White Lake DPS; 7525 Highland Rd., Townhall Annex, White Lake, MI 48383 Tel: (248) 698-7700 / Attn: Aaron Potter; apotter@whitelaketwp.com

The right to accept any proposal, to reject any or all proposals, and to waive defects in the proposals is reserved by Charter Township of White Lake.

Sincerely,

Agron fotter

Aaron Potter Director, Department of Public Services Charter Township of White Lake

BLUE STAR, INC. 21950 Hoover WARREN, MI 48089 PHONE: (586) 427-9933 FAX: (586) 427-9934 estimating@bluestardemo.com **BID PROPOSAL**

ESTIMA	TE NO:	64356	PHONE:	248-698-7700	Fax/Email:	apotter@whitelaketwp.com	DATE: July 10, 2023
PROJEC			xhill – White Lak			apotterité antennet apresin	DATE: 011910,2023
We are nle	ased to submit th	e following pri	ce for the demolition	work you requested. We	propose to furnish the neo-	essary labor and equipment to accomp	lish the following
SCOPE OF				nonk you requested. We	propose to furnish the next	assury moor and equipment to accomp	nan die fonowing.
1.		O SUDMIT ST	TE DEOLUDED 10 W	ORKING DAY NOTICE			attante that are an
2.	BLUE STAR TO	O ACOUIRE N	ECESSARY DEMOLI	TION PERMIT			
3.	RAZE EXISTI	NG BUILDING	(S) 1 Story slab on	rade well house.			
	• R:	adio antenna te	ephone nole	, and then invited,			
				piping to 12' below existing	10 orado.		
					sbestos cement water main	L.	
	• Re	emoval of 1 ma	nhole structure and w	ater gate valve			
	• Re	emoval of ± 160	LF of 12" corrugated	l plastic stormwater pipe,			
			ations to existing grad				
	• Se	ed and mulch a	ll disturbed areas,				
	• A	Performance b	ond of 150 %				
4.	BREAK AND F	REMOVE ALL	BASEMENTS (IF API	LICABLE), FOOTINGS, F	OUNDATIONS AND SLAI	3 ON GRADE OF BUILDING (S) BEIN	G DEMOLISHED
5.	REMOVE AND	DISPOSE OF	ALL DEBRIS OFF SIT	'E IN A LEGAL MANNER			
6,	SCHEDULING	TO BE COORI	NATED WITH OW	JER			
QUALIFIC							
1.	OWNER / GEN	ERAL CONTA	CTOR TO SUPPLY N	ECESSARY UTILITY AN	D PHONE DISCONNECTS	INCLUDING EVACUATING ALL FLU	JIDS AND HAZMATS (IF APPLICABL
2	PRIOR TO DEM	MOLITION					
2.	OWNER IS RE	SPONSIBLE FC	R ABATEMENT SUI	RVEY CONDUCTED BY	LICENSED ABATEMEN	I CONTRACTOR A COPY OF SURVE	Y MUST BE SUBMITTED TO BLUE
3.			F UNATTACHED IN	EMOLITION START DAT	Е		
4.	BOND BY OTI			ERIOR CONTENTS			
5.				ON-IF IN COMPLIANCE	WITH CITY CODE. IF REC	UIRED TO BE CAPPED PRIOR BY C	TY OR TOWNSHIP LOCATED IN, SEE
	ALTERNATES	BELOW.			8		
б.	FOOTINGS AR	E ASSUMED T	O BE 16" X 42" DEE ER (IF APPLICABLE)	P. PIER FOOTINGS ARE A	SSUMED TO BE 6' X 6' X	3'. ANY SUBSTANTIAL VARIATION	S WILL NEED TO BE ADDRESSED
7.				COUNTERED BY STATE	LAW WEARE RECUURE	ED TO STOP WORK IMMEDIATELY	INTH TESTING IS DON'E AND
	ASBESTOS IS		CT ABBEBTOS IS EN	COUNTERED, DI STAN	CAN, WEAKE REQUINE	ED TO STOF WORK IMMEDIATEET	SATE TESTINOTS DORE AND
8.			ES ARE RESTRICTE	D TO THE SUBJECT PRO	PERTY AND DO NOT INC	LUDE: ALLEY WAYS, PUBLIC SIDE	WALKS OR STREET R.O.W.'S
9.				OF BUILDING DEMOLI			
10.			BE 6" OR LESS.				
11,	PROPOSAL B.	ASED ON CUP	RENT SCRAP MAR	KET VALUE, AND CON	DITION OF BUILDING A	S PER WALK THROUGH/SITE VIS	IT (SALVAGE / SCRAP RIGHTS TO
	BECOME PRO	DPERTY OF B	.UE STAR INC.)				
12.	PROPOSAL VA						
13.					NTER/WEATHER/OTHE CED AFTER COMPLETIO	R, COMPLETED WORK WILL BE I	NVOICED AND SUBJECT TO
14.	PAYMENT TE			WORK WILL BE INVOID	ED AFTER COMPLETIC	JN.	
15.				es additional cost (if an	y) to be determined at	iah start	
	project	<u>init ize</u> sinije		si uuditishai cost (ii ar	j) to be determined at		
	CLUDED OR BY	the second s					
1.			ITY PROTECTION				
<u>-</u> .	TREE, BRUSH						
3.			LICABLE (A/C FREC		OR LENI LOUDI DI DI DOUDIO		
4.	UNDERGROUN DEMOLISHEI		JN, EXCEPT FOR RE	MOVAL OF BASEMENT	(IF APPLICABLE) FOUND	PATIONS AND FOOTINGS RELATED	TO BUILDING STRUCTURES BEING
5.	LAYOUT	U C					
э. 6,	TEMPORARY	BARRICADES	FENCING				
7.	PHASING/SHO						
8.				RESTORATION, TOPSOI	L.		
9.						ACCESS, (IF BROKEN, MUST BE I	REPLACED BY OWNER WITHIN 45
	DAYS OF DE	MOLITION C	OMPLETION)				
	WINTER CONI						
11.	BLUE STAR NO	OT RESPONSI	I F FOR ANY ITEM	S IN OR BENEATH EXIST	INGCONCRETE		

- 12. SOIL EROSION MEASURES

TOTAL BASE PRICE FOR THE ABOVE WORK: \$26,300.00 (Twenty Six Thousand Three Hundred and 00/100 Dollars

"Final Contract Price equals the Base Price plus the sum of all agreed upon Alternates and is payable 50% down upon execution of the Bid Proposal and the balance due "Net 30 days" upon receipt of Final Invoice. Interest at 1.5 % per month shall apply on all late or unpaid balances."

Thank you for the opportunity to quote this project. We hope to be of service to you in the near future.

Sincerely, Scott Krall President skrall@bluestardemo.com st

*If accepted, please have an authorized agent / property owner sign this proposal indicating the acceptance of the work to be completed and the cost for said project. Please then return a copy to Blue Star, Inc. so that we may proceed with this project. Thank You.

ACCEPTED BY:

Blue

Blue Star, Inc. 21950 Hoover Rd Warren, MI 48089

Phone: (586) 427-9933 Fax: (586) 427-9934 estimating@bluestardemo.com www.bluestardemo.com

Re: Professional Services Overview

Blue Star, Inc. is pleased to be invited to submit qualifications to provide demolition services. Blue Star, Inc began in 1978 as Blue Star Trucking and has grown into Blue Star Incorporated in 1991 with 150 employees. Our office is located at 21950 Hoover in the city of Warren. The company has 36 (+) years of demolition experience and a notable reputation in the construction industry. Some of our past customers are Selective Construction, Walbridge, Clark Construction, Barton Malow, McCarthy & Smith, Frank Rewold & Son and Ronnisch Construction. Blue Star has the capability to perform various projects such as minor home renovations, complete office white boxes, industrial renovations or complete structure removal. Our company has vast experience with school renovations varying from K-12 to major college campus renovations. Blue Star has also completed dozens of hospital renovations, interior store renovations in major malls throughout Southeastern Michigan as well as numerous commercial and residential demolitions for various city departments. Blue Star is fully bondable with a capacity of \$20M.

Blue Star, Inc. is owned and operated by the following individuals:

Scott A. Krall – President Eric S. Hoy – Vice President

Resumes are available upon request.

Our company is large enough to handle your project. Our projects range from \$800 interior residential remodels to \$2,000,000 complete building renovations. Blue Star owns \$6,000,000 worth of equipment: (1) 345 Cat excavator, (1) 330 Cat excavator, (2) 325 Cat excavators, (3) 320 Cat excavators, (1) 850 Case dozer, (1) 650 John Deere dozer, (1) D5 Cat dozer (2) 315 Cat excavators, 3 (308) Cat excavators, 1 (303) Cat excavator, (1) DX225 Doosan excavator, (1) 300 Doosan excavator, (1) 350 Doosan excavator, (15) Bobcats, (6) tractor trailer trucks, and gravel train trailers. We have at our disposal, numerous other trucks, thus allowing the project smooth timing and completion.

Blue Star's attention to detail and commitment starts at 1st contact with our customers. Our trained estimating staff, which has over 100 + years combined experience, reviews the customer's request and needs. RFP's are dissected and analyzed by breaking out every aspect of each individual request. This allows us to compute the most economical and efficient procedure necessary to propel the project in the direction best suited for the customer. After award, our project management team coordinates with the customer and our tradesmen for detailed site logistics and concerns. With ±100 employee's which include 15 office staff, Blue Star's size allows us to be flexible and responsive while keeping hands on approach. Our project managers have over 85 years combined hands on experience in the construction and demolition industry and are dedicated to maximizing customer relations in conjunction with the execution of your project. Using the most modern equipment, we will work with the staff to raze your structure (s) per your RFP. This is completed utilizing the vast experience of operating engineers, who have over 30 years each in the demolition industry. Blue Star takes a green attitude with each and every project! We here at Blue Star make sure to communicate effectively with our customers to ensure every project is completed efficiently and promptly.

In closing, our staff is qualified, professional and happy to assist our customers with their questions, concerns and needs. Our many years of experience insure that every customer is completely satisfied at the conclusion of their project. Whether it is a union project or non-union project, Blue Star has capabilities for both. Please call me at 586-427-9933 or fax 586-427-9934 to discuss any upcoming projects or if you have any questions.

Sincerely,

Scott A. Krall President



CERTIFICATE OF LIABILITY INSURANCE

Section 9, Item I.

										04/	27/2023
C B	ERTI	CERTIFICATE IS ISSUED AS A N IFICATE DOES NOT AFFIRMATI W. THIS CERTIFICATE OF INSU ESENTATIVE OR PRODUCER, A	ELY O	R NE E DOI	GATIVELY AMEND, EXTER	ND OR	ALTER THE C	OVERAGE A	FFORDED BY THE POLIC	CIES	
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		rms and conditions of the policy			licies may require an endo	orseme	nt. A stateme	ent on this ce	rtificate does not confer	rights	to the
	UCE	cate holder in lieu of such endo	semen	it(s).		CONTA	<u>Этаў та</u>				
		surance Group				CONTA NAME: PHONE			FAX		
		-				(A/C. NO	, CX();	828-3377	(A/C, No):	(248) 828	-3741
	-	Office				ADDRE	ss: chalfou	r@vtcins.c	20m		r
		I. Long Lake Ste. 200					INS	URER(S) AFFOR	DING COVERAGE		NAIC #
Tro	-	MI 4	8098-	4960		1			ce Company		17370
		14 m m m m				INSURE	RB:Key Ris	sk Insuran	ce Company		10885
		Star Inc.				INSURE	RC:Safety	National	Casualty Corporatio	n	15105
212	50	Hoover				INSURE	RD:				
N.T. or a			8089			INSURE					
War				ATE		INSURE					
		AGES CI S TO CERTIFY THAT THE POLICIES			NUMBER: 22-23 Mast				REVISION NUMBER:		
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	x	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	s	1,000,000
A		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	х	Contractual Liability	_		ECP2024156		09/29/2022	09/29/2023	MED EXP (Any one person)	\$	10,000
	x	x,c,u	_						PERSONAL & ADV INJURY	\$	1,000,000
3	GEN	VLAGGREGATE LIMIT APPLIES PER:							GENERALAGGREGATE	\$	2,000,000
		POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	s	2,000,000
		OTHER:		<u> </u>						\$	
									COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
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e G		HIRED AUTOS NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
										\$	
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		DDODDIETOD/DADTNED/EVECUTIVE	N/A						E.L. EACH ACCIDENT	\$	1,000,000
С	(Man	ndatory in NH) Languer			BLUES-C		05/01/2023	04/30/2024	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESC	CRIPTION OF OPERATIONS below	_	 					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Pol	llution Liability			ECP2024156		09/29/2022	09/29/2023	\$1,000,000 Each Condition		
A	Pro	ofessional Liability			ECP2024156		09/29/2022	09/29/2023	\$1,000,000 Each Claim		
Whe ong Aut	re oin omo	NON OF OPERATIONS / LOCATIONS / VEHIC required by written con ag & completed operation bbile liability. GL, Au insured as required by	ract on a co & V	the pr: Norke	e following is add'. imary & non-contribu ers Comp policies in	l insu utory nclude	red for G basis and waiver o	eneral Lia add'l ins f subrogat	sured with respects tion on behalf of t	to	
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wil	1 i	mpose no liability of a	wy kir	nd uj	pon the insurer or :	its ag	gents or r	epresentat	tives. **SEE NEXT P.	AGE**	
CE		ICATE HOLDER				CANC	ELLATION				
	. 11'		attur	anh	luestardemo.com		LEANON				
		Blue Star Sample 21950 Hoover				THE	EXPIRATION D	ATE THEREOF	SCRIBED POLICIES BE CANG 7, NOTICE WILL BE DELIVERI 7 PROVISIONS.		BEFORE
	1	Warren, MI 48089				AUTHO	RIZED REPRESEN	ITATIVE			
						Alan	Chandler/1	LMG	alou f. Chr	-lle-	

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July 11, 2023

Mr. Aaron Potter White Lake Township Department of Public Services 7525 Highland Road White Lake, MI 48383

Re: Suburban Knolls Wellhouse Demolition Specifications

Dear Mr. Potter:

TSP Environmental (TSP), a Woman-Owned Small Business headquartered in Redford, Michigan, is pleased to provide the proposal below for the demolition of the Suburban Knolls Wellhouse.

Operating since 2001, TSP has built a solid reputation for providing high-quality environmental services including, but not limited to, abatement, decommissioning/demolition, environmental site assessment, and remediation of soil and ground water. TSP is a recognized industry leader in the industry, having performed more than a hundred such projects for Federal, State, and Local government entities as well as large commercial clients in the private sector.

Base Scope of Work

- 1. Secure all required permits:
- 2. White Lake Demolition Permit \$550 Meet all permit requirements.
- 3. Soil Erosion Permit (Apply at OCWRC)-Meet all permit requirements and maintain soil erosion controls until final completion date.
- 4. Demolition and removal of building and all wellhouse equipment, piping, and appurtenances.
- 5. Removal of foundations and footings.
- 6. Removal of radio antenna telephone pole.
- 7. Removal of abandoned well casing and piping to 12 FT below existing grade.
- 8. Removal and proper disposal of approximately 130 LF of abandoned 8-inch diameter asbestos cement water main.
- 9. Removal of 1 manhole structure and water gate valve.
- 10. Removal of approximately 160 LF of 12-inch corrugated plastic stormwater pipe.

- 11. Haul all debris to legal land fill (includes all debris removed from site).
- 12. Backfill all excavations to existing grade. Clean fill must be used if required to bring back to existing grade.
- 13. Seed and mulch all disturbed areas.
- 14. Resident inspection is required on all underground work. 48-hour notification must be provided to White Lake DPS. Work hours shall be 7 am to 7 pm Monday through Friday. No work allowed on weekends.
- 15. Substantial completion shall be 60 days from Notice to Proceed.
- 16. Final completion shall be 105 days from Notice to Proceed.
- 17. Performance Bond of 100% of the total proposal in cash or surety must be submitted to the Township prior to issuance of Notice to Proceed

Costs and Schedule

Item #	Description	Quantity	Units	Unit Cost	Total Cost
1	Wellhouse Demolition, Removal,	1	LS	\$ 63,972.00	\$63,972.00
	Site Restoration				

If you have any questions or require clarification of any portion of this proposal, please contact me at 734-838-0426.

Sincerely,

TSP Environmental

Ronald E. Swan, Jr., PE President

Project Overview - Scope of Work

Project Name	Owner	
Warren & Lakewood Service Site	State of Michigan - MDEQ	Emergency Response - UST Removal, Soil Remediation
Riverside Hospital Site	NABA Management	Emergency Spill Response
Spill Prevention Control and Countermeasure (SPCC	Plan Services	
Project Name	Owner	
Cadillac Oil SPCC Plan	Cadillac Oil	SPCC Update
Thompson Oil SPCC Plan	Thompson Oil	SPCC Update
UST / AST Services		
Project Name	Owner	
Hudson Mills UST Removal & AST Installation	Huron-Clinton Metroparks Authority	UST Removal & UST Removal & AST Installation
Romeo Airport Aircraft Fueling System	Dan's Excavating	Jet-A Fuel AST Installation
Aviation Fuel Farm Maintenance	Wayne County Airport Authority	Routine & As-Needed Services
VA Hospital Battle Creek AST Repairs	Department of Veteran's Affairs	AST Repairs
Tank Inspections-Whiskeytown CA	US National Park Service	Tank Inspections
NPDES Permit Support		
Project Name	Owner	
Holly Schools Demo & Soil Excavation	Holly School District	ACM Abatement, Bus Garage Demo, Soil Excavation
Macomb ISD UST Removals	Macomb Intermediate School District	UST Removals
Loch Alpine Spillway Improvements	Loch Alpine Improvement Authority	Stabilize spillways
Sanitary Sewer Discharge Support		
Project Name	Owner	
Gratiot Ave Pump Station	City of Port Huron	Pump Station Rehabilitation
Swan Island Pump Stations	Grosse Ile Township	Drainage Pump Station Construction
Sustainability Program Support		
Project Name	Owner	
Fish Hatchery Park Retaining Wall	City of Northville	Retaining Wall Design & Restoration

Troy Aquatic Habitat Restoation	City of Troy	Stormwater Design & Construction
Wetland / Endangered Species Services		
Project Name	Owner	
Galloway Creek Ecosystem Restoration	US Army Corp of Engineers	Environmental Restoration and Habitat Enhancement
Chandler Park Marshland Construction	Chandler Park Conservancy	Marshland Construction
Ann Arbor Maintenance Facility Wetland	City of Ann Arbor	Wetland Construction
Waste Management Services		
Project Name	Owner	
Michigan Industrial Finishes Remediation	State of Michigan	Removal of Hazardous Materials & Storage Waste
OWS System Removal & Replacement	United States Coast Guard	Removal and Replacement of OWS Tank
Stormwater System Support		
Project Name	Owner	
First Sister Lake Stormwater Retrofit	City of Ann Arbor	
Kyte Monroe Park Infrastructure Upgrades	City of St. Clair Shores	Excavation Bioswale, Catch Basin Installations
West Park Stormwater Completion	City of Ann Arbor	Stormwater Fixture Installations
St. Clair Metropark Stormwater Revision	Huron-Clinton Metropolitan Authority	Maintenance Yard Stormwater Revisions
Heavy Equipment Services		
Project Name	Owner	
Bowerstock Dam Repairs	City of Lawrence, KS	Design and Repair of Dam Spillway and Foundation
Litchfield Electrical Substation Demolition	ITC Holdings	Demolition and Site Restoration
Kansas River Weir	City of Topeka, KS	Design Coffer Dams & Weir Correction
PCB Remediation - Textileather RCRA Site	City of Toledo, OH	Environmental Remediation
Tenant Inspection Program Support		
Project Name	Owner	
WCAA Haz & Non-Haz Material Removal (5 yr Contract)	Wayne County Airport Authority	Hazmat Surveys (Lead, Asbestos, Mold, etc.)

DVM Utilities, inc. 6045 Sims Dr. #2, Sterling Heights, MI. 48313 July 11, 2023

ATTN; Township Clerk, White Lake Township, 7525 Highland Road, White Lake, MI 48383

RE; Suburban Knolls Wellhouse Demolition and Removal, 603 E. Oxhill, WLT

Please consider this letter a written price quotation proposal as specified on the "Scope of Work" letter written and provided on June 20, 2023 by the WLT DPS.

The price quotation includes everything as specified except, the following-

DVM Utilities excludes any testing, handling, removal, and proper disposal of any material possibly containing lead paint, cadmium, or PCB's. the township would have to arrange and pay for testing.

These substances should be tested for by the township and if materials are tested positive then this would create a change in the "Scope of Work" for additional compensation to remove, handle and dispose properly.

The testing company the township used for asbestos present testing has stated they can test for cadmium and lead, they suggested a price of \$2,000.00 + or -, DVM's proposal does NOT include and testing fee money.

Total proposal amount \$ 144, 000, 00

Sincerely,

Michael Mancini 248-249-4671

WHITE LAKE TOWNSHIP

COMMUNITY DEVELOPMENT DEPARTMENT

DATE:	July 10, 2023
TO:	Rik Kowall, Supervisor Township Board of Trustees
FROM:	Construction Committee
SUBJECT:	A133 & A201 Construction Management Agreements, McCarthy & Smith Inc., (Township Hall & Public Safety Buildings)

As you may recall, the Construction Committee has been working on both a Draft AIA (American Institute of Architects) A133 agreement (Standard Form of Agreement Between Owner and Construction Manager) and A201 agreement (General Conditions of Contract for Construction) with McCarthy & Smith Inc., for Construction Manager at Risk services for the new Township Hall and Public Safety Buildings. The A133 and A201 agreements are standardized document that the AIA makes available, for purchase, for owners and construction managers to utilize as a contract for construction services. The Township Attorney is familiar with this agreement type and supports its use for this purpose. At this time, the Committee is recommending that the Township Board approve the attached A133 and A201 Agreements, with McCarthy & Smith Inc., for construction services related to the new buildings. This approval is subject to final review of the committee prior to execution by the Township Supervisor.

For your reference, I have attached the "redlined" version of the Draft A133 and A201 agreements. We are working through the last of the outstanding items (that are still shown as marked up) and have asked Bill McCarthy to make the necessary changes prior to execution of the documents. I have also attached the short list of our internal review comments on this "redlined" version of the document. The Committee is looking forward to discussing the attached agreements with you at the July 18th Township Board meeting. If you have any questions, or require additional information, please do not hesitate to contact me.

Thank you.

AIA Document A133 - 2019 DRAFT

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

AGREEMENT made as of the « 26 » day of « June » in the year « 2023 » (In words, indicate day, month, and year.)

BETWEEN the Owner: (Name, legal status, address, and other information)

«Charter Township of White Lake »« » «7525 Highland Road » «White Lake, MI 48383-2900 »

and the Construction Manager: (Name, legal status, address, and other information)

«McCarthy & Smith, Inc. »« » «24317 Indoplex Circle » «Farmington Hills, MI 48335 »

for the following Project: (Name, location, and detailed description)

«Project A - White Lake Township Civic Center Development Project B - White Lake Township New Public Safety Building Project C - White Lake Township New Township Hall »

The Architect: (Name, legal status, address, and other information)

«Project A - White Lake Township Civic Center Development Beckett & Raeder, Inc. 535 West William Street, Suite 101 Ann Arbor, MI 48103

Project B - White Lake Township New Public Safety Building Redstone Architects, Inc. »« » «2709 S. Telegraph Road » «Bloomfield Hills, MI 48302 »

«Project C – White Lake Township New Township Hall Straub Pettitt, FAIA, LEED AP 850 North Crooks, Suite 200 Clawson, MI 48017-1311 »

The Owner and Construction Manager 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 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. AIA Document A201²⁰-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT EXHIBIT B INSURANCE AND BONDS

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, as described in Section 4.1.1: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

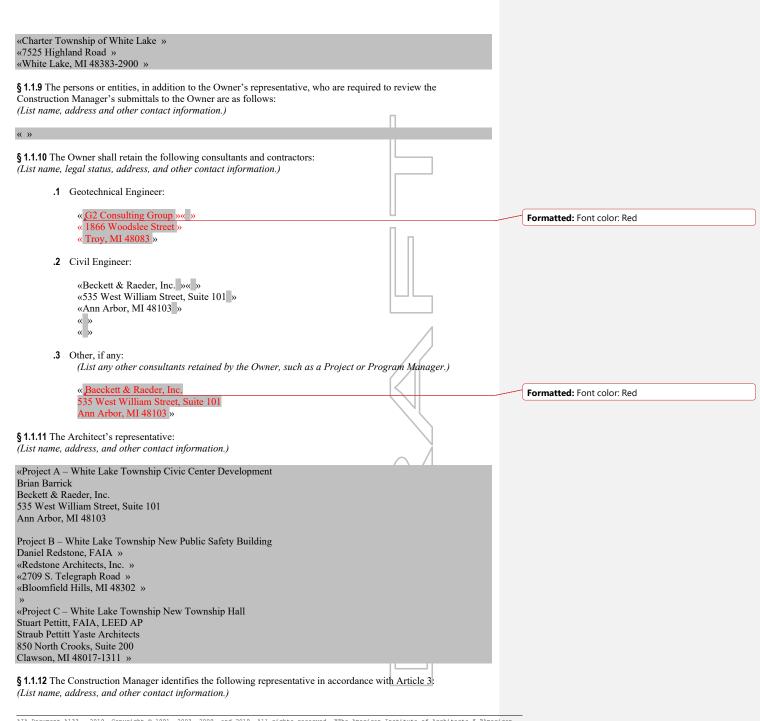


(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«Project A: White Lake Township Civic Center Development, Civil and Landscape Development Project B: A New Public Safety building of approximately 44,000 sf containing both the White Lake Township Fire Department (Station 1) and the White Lake Township Police Department (Public Safety Building)

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Project C: A New Township Hall building of approximately 30,000 sf that will house all non-public safety departments »	
§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6: (<i>Provide total and, if known, a line item breakdown.</i>)	
« »	
§ 1.1.4 The Owner's anticipated design and construction milestone dates:	
.1 Design phase milestone dates, if any:	
« See Anticipated Milestone Schedule on Page 14 of the Request for Proposal referenced in 15.2.7 with the understanding that the Design Schedule is fluid.»	Formatted: Font color: Red
.2 Construction commencement date:	
« See Anticipated Milestone Schedule on Page 14 of the Request for Proposal referenced in 15.2.7.	
The Construction Schedule will be finalized once the Design Phase has been completed and incorporated into the GMP Amendment. »	Formatted: Font color: Red
.3 Substantial Completion date or dates:	
« See Anticipated Milestone Schedule on Page 14 of the Request for Proposal referenced in 15.2.7. Substantial Completion will be determined based upon finalized Construction Schedule and	
incorporated into the GMP Amendment. »	Formatted: Font color: Red
.4 Other milestone dates:	
« See Anticipated Milestone Schedule on Page 14 of the Request for Proposal referenced in 15.2.7 »	
§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth	
below: (Identify any requirements for fast-track scheduling or phased construction.)	
«»	
§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)	
« N/A »	
§1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234 TM −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 Construction Manager 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.	
§ 1.1.7 Other Project information: (Identify special characteristics or needs of the Project not provided elsewhere.)	
« »	
§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:	
«Sean O'Neil, Community Development Director »	
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§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

«As provided in the Proposal dated February 17, 2023, Exhibit "D" referenced at Section 15.2.6 below. »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work: *(List any Owner-specific requirements for subcontractor procurement.)*

«Compliance with laws, statutes, ordinances, codes, rules and regulations, consistent with what is required of the Construction Manager in article 3.1.13.»

§ 1.1.15 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, AIA A201-2017 Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in Section 15.2 of this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201TM–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential

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Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and 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 Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager in the exercise of ordinary diligence in the performance of its obligations under this Agreement shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Schedule will be finalized and included in the GMP Amendment. The Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

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§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction-Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 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 Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234TM 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.1.4, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and

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the Construction Manager shall thereafter accept responsibility for them. <u>Procurement shall also be compliant with</u> the Township procurement policy.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document. Please see Section 1(a) of the Scope of Work Section of the Request for Proposal for a further description of Preconstruction Phase services to be provided by the <u>Construction Manager</u>. (Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 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 a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

.1 The GMP Amendment will be presented at the conclusion of the Bidding of 100% complete Contract Documents, and with an award recommendation of proposed subcontractors, estimate for General Conditions, Permit PLM Bond and insurance costs, proposed Construction Manager staffing and calculated CM Fee, all based upon an agreed upon project schedule.[DISCUSS TIMING FOR ISSUANCE OF GMP AMENDMENT] The GMP Amendment will separately itemize the Cost of the Work for each of Project A, B and C. <u>The GMP will be presented to White Lake Township and approved by the Board</u>.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3/2,2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order, and the proposed allocation of such contingency amounts shall be itemized in the Guaranteed Maximum Price Proposal to the extent possible.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum

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Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreedupon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Owner will provide to the Construction Manager documentation stating the Township's tax exempt status, which will be included in Bidding Documents so the Bidders/Subcontractors shall have documentation to support not including sales tax within their bid and ultimate subcontracts.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work, and shall notify the Architect and the Owner in advance, so that they may attend such meetings if desired. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

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§ 3.3.2.6 Construction Management Services

In addition to the performance of the Work, during the Construction Phase the Construction Manager will perform those services set forth in Section 1(b) and 1(c) of the Scope of Work Section of the Request for Proposal referenced in Section 15.2.7 below.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. 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.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site, to the extent the Owner has such information in its possession or control. 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.

§ 4.1.4.3 The Owner, when such services are requested, 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.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234TM–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.1.6.1 The project was not identified as a Sustainable project. If the Owner so chooses to identify the Project as Sustainable, any additional reporting or management, recording work activity will be agreed to as an addition to the Contract.

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§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. 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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133TM-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«Based upon the Exhibit D, Fee Proposal Form referenced in Section 15.2.6, such Preconstruction Phase services shall be billed hourly, with a Not to Exceed CMR Fee for all Preconstruction Phase Services of \$97,000.00. The Owner understands the Design Schedule is fluid and may extend beyond the eight (8) month duration as stated within the RFP; therefore, both the Owner and Construction Manager agree that additional time beyond eight (8) months shall be billed at a cost of \$12,000.00 per month. »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Rate

«See Exhibit D, Fee Proposal Form referenced in Section 15.2.6, Personnel Reimbursable Rates »

Individual or Position

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « 12 » (« twelve ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for Preconstruction Phase services shall be made monthly for actual services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «60 » («sixty ») 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 Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

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« » % «At a Prime Rate of Interest »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«2.5% of the Cost of the Work. »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work

«A fee of 2.5% will be charged for added work. »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«Subcontractor's overhead and profit on self-performed work will be at a fee of 10%, Subcontractor's overhead and profit on materials, equipment or subcontracted work will be a fee of 5% for changes in the work after the GMP has been established. »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «five » percent (« 5 » %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«There are no Liquidated Damages. »

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

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§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE § 7.1 Costs to Be Reimbursed

§7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. The Owner's responsibility for the payment of the Cost of the Work is limited to the amount of the Guaranteed Maximum Price only as adjusted pursuant to Section 6.3.2 above.

§7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

«Assigned Project Personnel, not stationed at the site, are anticipated to expend the following percentage of their total time on the Projects per the Proposal referenced in Section 15.2.6:

1, Project Director	5%
2. Senior Project Manager	15%
3. Project Manager	25% »

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

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§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

 \S 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 The Owner has provided direction and documentation that the project is sales tax exempt; however, in the event status is changed, the Owner will assume risk and liability for potential sales tax costs.

§7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017, but only if the Construction Manager divised the Owner in

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writing of the risk of such infringement and the Owner agreed to proceed in writing,. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.7 Other Costs and Emergencies

§7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201=2017.

§7.7.3 Costs of repairing or correcting damaged Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, <u>Subcontractors</u>, <u>Suppliers or anyone directly or indirectly employed by</u> any of them, consistent with the language in 7.9.1.6, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance required to be maintained by the Construction Manager hereunder, surcties, Subcontractors, suppliers, or others.

§7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7,9.

§ 7.8 Related Party Transactions

§7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

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- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- 4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager and the Owner equally (50/50). Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager of its responsibility to perform the Work in accordance with the construction by the Owner. Shall not be required to contract or supplier.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate

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all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«The Project Team will develop a project billing schedule subject to the Owner's approval, which will; 1) establish a monthly meeting date when all subcontractor billings will be due, and reviewed by the Architect representative and Construction Manager; 2) define a time period for the development of the formal Pay Application (Construction Manager's Cost Control Book) for Architect and Owner's formal approval; 3) and allow for timely preparation of the payment by the Owner, prior to the subsequent monthly meeting, approximately all activities within thirty (30) days. »

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- 4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: (Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Retainage of ten percent (10%) will be withheld on Construction Manager's fee, and each subcontractor payment.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«Cost of PLM Bond, Permits, Fees paid to third parties, General Conditions and Construction Management Personnel reimbursable. »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«Until the Subcontractor reaches Substantial Completion, at which point retainage will be reduced to five percent (5%). At final completion the retainage will be released. >

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017, if any.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment: and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« »%« »

ARTICLE 12 DISPUTE RESOLUTION § 12.1 Initial Decision Maker



§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect or Engineer of Project A, B or C who is responsible for the Project to which the dispute applies (or as selected by the Owner in its sole discretion if the dispute pertains to two or all three of Projects A, B or C) will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«	»

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

[«»] Arbitration pursuant to Article 15 of AIA Document A201-2017

- [«X»] Litigation in a court of competent jurisdiction
- [« »] Other: (Specify)
- «»

If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.

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ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner <u>shall pay to</u> the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in <u>Article 14 of AIA</u> Document A201–2017.

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§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
 - .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
 - .3 Subtract the aggregate of previous payments made by the Owner; and
 - .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA <u>Document</u> A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows: (Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a

termination for the Owner's convenience.)

« »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Pre<u>construction</u> Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the

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Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 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.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « two million » (\$ « 2,000,000 ») 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than « two million » (\$ « 2,000,000 ») each accident, « two million » (\$ « 2,000,000 ») each employee, and « two million » (\$ « 2,000,000 ») policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « two million » ($\$ \ll 2,000,000$ ») per claim and « two million » ($\$ \ll 2,000,000$ ») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
« »	

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices 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 Construction Manager'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.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133TM–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, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133TM=2019 Exhibit B, and elsewhere in the Contract Documents.

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:

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Each of Projects A, B and C shall include the scope of work for each Project as set forth on the Project Amendment Matrix attached at Exhibit C, which shall be updated as agreed upon by the parties. The Construction Manager will separately itemize the expenses for each Project in the GMP Amendment according to the Project Amendment Matrix, will submit Applications for Payment separately for each Project, and will account for each Project separately, as may be agreed upon by the parties.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133TM-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
- .2 AIA Document A133TM-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133TM-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201TM-2017, General Conditions of the Contract for Construction (Insert the date of the E203-2013 incorporated into this Agreement.) AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below;
- .5 Construction Management Services Proposal & Exhibit D -Fee Proposal Form from Construction Manager dated February 17, 2023, as modified by this Agreement
- Request for Proposal from Owner dated December 22, 2022 .6
- Project Amendment Matrix dated May 2, 2023, Exhibit C .7

To the extent of any inconsistency or conflict between the Contract Documents, 15.27 shall control if applicable, otherwise 15.2.1 shall control.

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
« »			

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

« »

CONSTRUCTION MANAGER (Signature)

«Anthony L. Noble, »«Township Clerk Charter Township of White Lake» (Printed name and title)

«William T. McCarthy, »«President

McCarthy & Smith, Inc.» (Printed name and title)

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« »

OWNER (Signature) «Rik Kowall, »«Township Supervisor Charter Township of White Lake»

(Printed name and title)



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DRAFT AIA Document A201° - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Charter Township of White Lake »

«Project A: White Lake Township Civic Center Development Project B: White Lake Township New Public Safety Building Project C: White Lake Township New Township Hall »

THE OWNER:

(Name, legal status and address)

«Charter Township of White Lake »« » «7525 Highland Road White Lake, MI 48383-2900 »

THE ARCHITECT:

(Name, legal status and address)

«Beckett & Raeder, Inc. (Project A - White Lake Township Civic Center Development) 535 West William Street, Suite 101 Ann Arbor, MI 48103

Redstone Architects, Inc. (Project B - White Lake Township New Public Safety Building) »« » «2709 S. Telegraph Road Bloomfield Hills, MI 48302

Straub Pettitt, FAIA, LEED AP (Project C - White Lake Township New Township Hall) 850 North Crooks, Suite 200 Clawson, MI 48017-1311 »

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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 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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.





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ARTICLE 1 GENERAL PROVISIONS § 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contract's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect. The Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Subsubcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

§ 1.8 Building Information Models Use and Reliance

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such

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information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

Except as otherwise provided in Section 4.2.1, the

Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain the architects lawfully licensed to practice architecture as set forth above for Projects B and C, and a licensed civil engineer for Project A,, in the jurisdiction where the Project is located. References in the Agreement to the "Architect" shall mean the architect or civil engineer identified on the first page of this Agreement for the Project for which such architect or civil engineer is responsible.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or otherwise fails to comply with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor may file a Claim pursuant to Article 15.

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ARTICLE 3 CONTRACTOR § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the <u>Contract</u>, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferred to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in

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construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both, subject to the prior written approval of the Owner. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents, provided that the Owner shall have the option of selecting material and equipment to be included in the Guaranteed Maximum Price if desired to minimize or eliminate allowances. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. A preliminary Milestone Schedule will be issued

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with the bidding documents for the purpose of defining the project schedule requirements. The Construction Schedule will be included in the GMP Amendment with final input from all recommended Subcontractors. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project, with the Owner's approval.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to and approved by the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certifications, and approval by others, shall be entitled to rely upon the adequacy and accuracy of the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the Services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withhold. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

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§ 3.15 Cleaning Up

 \S 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Architect, for which Architect shall indemnify Owner. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect for each Project is the entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will

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not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will 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 Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, 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 Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor'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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of such submittal shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 The Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final provided that the Architect shall first consult with the Owner and obtain the Owner's approval.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract

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Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents on which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor swill similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

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§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the <u>Contract</u>, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4, subject to the Owner's approval, shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change,

§7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such

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agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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, provided the Architect first notifies the Owner of such minor changes. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Construction Schedule for Substantial Completion of the Work, as the same may be adjusted as provided in the Contract Documents.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect and the Owner determine, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, and subject to including authorized adjustments as provided in the Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents and shall not exceed the Guaranteed Maximum Price.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architeet may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

 \S 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site /

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment together with all required supporting documentation, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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 Contractor is entitled to payment in the amount

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certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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 Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid
- balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Sub<u>contractor</u> or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Contractor satisfies all requirements for the Architect to issue a certificate of payment, and the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor the amount of the payment approved by the Architect in a certificate of payment within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion [DISCUSS WHETHER SUBSTANTIAL COMPLETION SHALL OCCUR UPON COMPLETION OF ALL 3 PROJECTS, OR EACH PROJECT SEPARATELY]

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use as determined in the Owner's reasonable discretion.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and the Owner will promptly make such inspection. When the Architect or the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architeet of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or fault on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall take all reasonable precautions to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors, and Sub-subcontractors, If the Owner does not provide by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been coverage by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor agree the Contractor will procure and maintain a separate Builder's Risk Policy for the Construction of Project B and Project C for the duration of each separate project with the Owner Named as Additional Insured. This policy will be purchased at an additional cost to the Contractor and reimbursed by the Owner. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, usb-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance

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premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.3.3 Contractor shall furnish evidence that the required insurance policies for Worker's Compensation, Liability and Property Coverage waive any rights to subrogation against the Owner, Owner's representative, design professional and any of their respective agents or employees. All subcontractors shall furnish evidence of similar wiavers from their insurers and their subcontractors' insurers.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused, unless caused in whole or in part by the Contractor or the Architect.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may <u>appear</u>, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocation of the proceeds, the Owner may proceed to settle the insurance loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of

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uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense and not included in the Cost of the Work.

§ 12.2.2 After Substantial Completion

§ 12.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, if the Owner provides written notice to the Contractor that any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 except to the extent that such corrective work made after receipt of notice from the Owner within the one-year warranty period is not properly corrected, in which case such warranty shall be extended until such correction is made to the Owner's reasonable satisfaction.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be eaffected whether or not final payment has been made and the Contractor will reimburse the owner for such amount.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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The Contract 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 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate set forth in the Agreement.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

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.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and costs directly incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment for any Work performed following the date of such termination, and any such further payment due shall not be paid until the Work is finished.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- 2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 15 CLAIMS AND DISPUTES § 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision if deemed necessary by the initial Decision Maker, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit including anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2,1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

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A133/A201 Outstanding Comments

- 1. Previous comment as to 1.1.14 was: "I suggest we add compliance with all laws, statutes, ordinances, codes, rules and regulations." The second part of my comment, which was intended as explanation, stated "consistent with what is required of the CM in 3.1.13." That second part should be removed from this section.
- 2. Previous comment as to 7.7.3 was "I suggest we add language after Construction Manager in the 3rd line to include Subcontractors, and supplies or anyone directly or indirectly employed by any of them." The second part of my comment, which was intended as explanation, stated: "consistent with the language in 7.9.1.6." That second part should be removed from this section.
- 3. 5.1.1 Contractor is providing 8 months of precon work for \$97,000, with each month thereafter at a cost of \$12,000 per month. This is the monthly pro rata charge. I assume this is acceptable, but please confirm. And when would the \$12,000 per month charge begin?
- 4. 6.1.3 The 0% charge for deleted work was deleted from this section. I would prefer the extra language for clarification purposes, I believe that was negotiated.
- 5. Section 11 of the A201 Document. With the changes in 11.3.1, the Contractor is now required to procure Builders Risk insurance. Given this, I believe it would be appropriate to delete sections 11.2.2 and 11.2.3 which require the Owner to purchase Builders Risk coverage.
- 6. Blanks should be filled in with an N/A, None or Zero. Particularly in Section 13.2.3 where I suggested adding "no fee."