

**CHARTER TOWNSHIP OF WHITE LAKE  
A RESOLUTION TO TENTATIVELY AWARD  
A CONSTRUCTION CONTRACT FOR WATER SYSTEM  
IMPROVEMENTS**

**RESOLUTION #21-019**

At a special meeting of the Township Board of the Charter Township of White Lake, County of Oakland, State of Michigan, held electronically via Zoom in accordance with the Open Meetings Act, Public Act 267 of 1976, as amended, on the 29<sup>th</sup> day of June 2021 at 6:00 p.m. with those present and absent being,

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, the Charter Township of White Lake recognizes the need to make improvements to its existing water treatment and distribution system with the Aspen Meadows Well House Improvements; and

**WHEREAS**, the water system improvements project formally adopted on April 23, 2019 will be funded through the state of Michigan's Drinking Water Revolving Loan Fund (DWRFL) program; 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 \$4,862,462.00 from Reliance Building Company; and

**WHEREAS**, the Township's engineer, DLZ Michigan, INC. has recommended awarding the contract to the low bidder.

**NOW THEREFORE BE IT RESOLVED**, that the Charter Township of White Lake tentatively awards the contract for construction of the proposed water system improvements project to Reliance Building Company, contingent upon successful financial arrangements with the DWRP.

Yeas:

Nays:

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF OAKLAND    )

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a Special Meeting of the Township Board of the Charter Township of White Lake, Oakland County, Michigan, held on June 29, 2021, the original of which is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 29th, day of June 2021.

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Anthony L. Noble, Clerk  
Charter Township of White Lake

White Lake Township  
Aspen Meadows  
Well House Improvements



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

Date 6/24/2021  
DLZ Project # 2045-7135-00

**A. Lump Sum Prices - Well House Upgrades and Backwash Pump Station**

Item	Description	Reliance Building Company		Shmina	
		Amount	Amount	Amount	Amount
A	Mobilization	\$	220,000.00	\$	200,000.00
B	Demolition	\$	73,000.00	\$	100,000.00
C	Pressure Filters, Process Equipment	\$	1,400,000.00	\$	1,800,000.00
D	Piping, Valves, and Fittings	\$	510,000.00	\$	400,000.00
E	Building Improvements	\$	380,000.00	\$	484,000.00
F	Controls and SCADA	\$	110,000.00	\$	60,000.00
G	Generator	\$	140,000.00	\$	150,000.00
H	Electrical Equipment	\$	56,000.00	\$	100,000.00
I	Chemical Feed Equipment	\$	220,000.00	\$	200,000.00
J	Roofing	\$	140,000.00	\$	80,000.00
K	HVAC	\$	96,000.00	\$	100,000.00
L	Painting	\$	84,000.00	\$	30,000.00
M	Backwash Pit	\$	130,000.00	\$	25,000.00
N	Backwash Pump Station	\$	390,000.00	\$	400,000.00
O	Electrical Service Allowance (Backwash Pump Station)	\$	15,000.00	\$	15,000.00
P	Audio Video Survey	\$	2,400.00	\$	2,000.00
Q	Traffic Control	\$	3,400.00	\$	5,000.00
R	Site Work, Soil Erosion, Paving, and Restoration	\$	240,000.00	\$	300,000.00
S	Permit Allowance	\$	10,000.00	\$	10,000.00
T	Programming Allowance (Water Treatment Plant)	\$	25,000.00	\$	25,000.00
U	Programming Allowance (Backwash Pump Station)	\$	15,000.00	\$	15,000.00
V	Testing Allowance	\$	15,000.00	\$	15,000.00
W	Remove & Replace 775 square yards of 4 1/2" asphalt pavement (2 lifts, Leveling 2 1/2" MDOT 3C, Wearing 2" MDOT 4E1)	\$	36,000.00	\$	37,000.00
X	Remove & Replace 775 square yards of 8" 22aa Limestone base aggregate	\$	22,000.00	\$	24,000.00
<b>TOTAL LUMP SUM PRICES</b>		<b>\$</b>	<b>4,332,800.00</b>	<b>\$</b>	<b>4,577,000.00</b>

**B. Unit Prices - Backwash Forcemain**

Item No.	Description	Unit	Estimated Quantity	Reliance Building Company		Shmina	
				Unit Price	Item Price	Unit Price	Item Price
1.	4 Inch HDPE DR11 DIPS	LF	7,846	\$ 46.00	\$ 360,916.00	\$ 61.48	\$ 482,372.08
2.	Intermediate Flushing Connection W/ARV	EA	7	\$ 15,000.00	\$ 105,000.00	\$ 15,600.00	\$ 109,200.00
3.	Intermediate Flushing Connection	EA	2	\$ 14,000.00	\$ 28,000.00	\$ 14,400.00	\$ 28,800.00
4.	Silt Fence	LF	1,384	\$ 8.00	\$ 11,072.00	\$ 8.40	\$ 11,625.60
5.	Clearing Site	SYD	484	\$ 35.00	\$ 16,940.00	\$ 37.20	\$ 18,004.80
6.	Restoration, Topsoil, Seed & Mulch	SYD	695	\$ 10.00	\$ 6,950.00	\$ 7.52	\$ 5,226.40
7.	Gravel Drive, Remove & Replace	SYD	28	\$ 28.00	\$ 784.00	\$ 30.00	\$ 840.00
<b>TOTAL UNIT PRICES</b>				<b>\$ 529,662.00</b>		<b>\$ 656,068.88</b>	

<b>TOTAL BID, LUMP SUM + UNIT PRICES</b>	<b>\$ 4,862,462.00</b>	<b>\$ 5,233,068.88</b>
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**CHARTER TOWNSHIP OF WHITE LAKE  
A RESOLUTION TO TENTATIVELY AWARD  
A CONSTRUCTION CONTRACT FOR WATER SYSTEM  
IMPROVEMENTS**

**RESOLUTION #21-020**

At a special meeting of the Township Board of the Charter Township of White Lake, County of Oakland, State of Michigan, held electronically via Zoom in accordance with the Open Meetings Act, Public Act 267 of 1976, as amended, on the 29<sup>th</sup> day of June 2021 at 6:00 p.m. with those present and absent being,

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, the Charter Township of White Lake recognizes the need to make improvements to its existing water treatment and distribution system with the Bogie Lake Road Watermain Extension; and

**WHEREAS**, the water system improvements project formally adopted on April 23, 2019, will be funded through the state of Michigan's Drinking Water Revolving Loan Fund (DWRFL) program; 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 \$2,434,945.50 from DMV Utilities; and

**WHEREAS**, the Township's engineer, DLZ Michigan, INC. has recommended awarding the contract to the low bidder.

**NOW THEREFORE BE IT RESOLVED**, that the Charter Township of White Lake tentatively awards the contract for construction of the proposed water system improvements project to DMV Utilities, contingent upon successful financial arrangements with the DWRF.

Yeas:

Nays:

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF OAKLAND    )

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board of the Charter Township of White Lake, Oakland County, Michigan, held on June 29, 2021, the original of which is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 29th, day of June 2021.

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Anthony L. Noble, Clerk  
Charter Township of White Lake



**INNOVATIVE IDEAS**  
**EXCEPTIONAL DESIGN**  
**UNMATCHED CLIENT SERVICE**

White Lake Township  
 Bogie Lake Road DWRP Watermain Installation

Date 6/24/2021  
 DLZ Project # 2045-7197-00

Item No.	Description	Unit	Estimated Quantity	DVM Utilities		Lawrence M Clarke		Superior Excavating		Pamar Enterprises		Anglin Civil	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1.	12" HDPE SDR 11 Water Main – Horizontal Direction Drill	LF	11,433	\$ 123.00	\$ 1,406,259.00	\$ 129.00	\$ 1,474,857.00	\$ 144.35	\$ 1,650,353.55	\$ 148.00	\$ 1,692,084.00	\$ 200.00	\$ 2,286,600.00
2.	12" CL 54 Ductile Iron Water Main – Open Cut	LF	243	\$ 300.00	\$ 72,900.00	\$ 200.00	\$ 48,600.00	\$ 233.75	\$ 56,801.25	\$ 148.00	\$ 35,964.00	\$ 250.00	\$ 60,750.00
3.	Hydrant Assembly	EA	27	\$ 7,720.00	\$ 208,440.00	\$ 7,000.00	\$ 189,000.00	\$ 10,339.00	\$ 279,153.00	\$ 10,000.00	\$ 270,000.00	\$ 10,000.00	\$ 270,000.00
4.	12" Gate Valve & Well	EA	14	\$ 7,000.00	\$ 98,000.00	\$ 8,000.00	\$ 112,000.00	\$ 10,976.40	\$ 153,669.60	\$ 10,000.00	\$ 140,000.00	\$ 11,250.00	\$ 157,500.00
5.	Bore & Jack 12" Water Main	LF	50	\$ 500.00	\$ 25,000.00	\$ 200.00	\$ 10,000.00	\$ 562.75	\$ 28,137.50	\$ 550.00	\$ 27,500.00	\$ 1,250.00	\$ 62,500.00
6.	Connect to Existing Water Main	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,107.00	\$ 6,107.00	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00
7.	8" CL 54 Ductile Iron Water Main – Open Cut	LF	144	\$ 150.00	\$ 21,600.00	\$ 200.00	\$ 28,800.00	\$ 129.65	\$ 18,669.60	\$ 143.00	\$ 20,592.00	\$ 218.75	\$ 31,500.00
8.	8" Gate Valve & Well	EA	4	\$ 6,000.00	\$ 24,000.00	\$ 5,500.00	\$ 22,000.00	\$ 8,888.00	\$ 35,552.00	\$ 8,000.00	\$ 32,000.00	\$ 8,750.00	\$ 35,000.00
9.	Meter Enclosure	EA	2	\$ 66,000.00	\$ 132,000.00	\$ 125,000.00	\$ 250,000.00	\$ 96,473.00	\$ 192,946.00	\$ 60,000.00	\$ 120,000.00	\$ 218,750.00	\$ 437,500.00
10.	Pavement Remove	SYD	48	\$ 19.00	\$ 912.00	\$ 100.00	\$ 4,800.00	\$ 9.20	\$ 441.60	\$ 32.00	\$ 1,536.00	\$ 62.50	\$ 3,000.00
11.	HMA Base Course, 4" 3C, Place	SYD	48	\$ 110.00	\$ 5,280.00	\$ 150.00	\$ 7,200.00	\$ 67.75	\$ 3,252.00	\$ 250.00	\$ 12,000.00	\$ 187.50	\$ 9,000.00
12.	HMA Surface Course, 4" 4C, Place	SYD	48	\$ 100.00	\$ 4,800.00	\$ 150.00	\$ 7,200.00	\$ 75.00	\$ 3,600.00	\$ 250.00	\$ 12,000.00	\$ 200.00	\$ 9,600.00
13.	Aggregate Base, 21AA, 8", Place	SYD	48	\$ 26.00	\$ 1,248.00	\$ 100.00	\$ 4,800.00	\$ 15.00	\$ 720.00	\$ 69.00	\$ 3,312.00	\$ 62.50	\$ 3,000.00
14.	Seed & Mulch Blanket	SYD	1,949	\$ 8.50	\$ 16,566.50	\$ 10.00	\$ 19,490.00	\$ 6.50	\$ 12,668.50	\$ 12.00	\$ 23,388.00	\$ 25.00	\$ 48,725.00
15.	Silt Fence	LF	3,216	\$ 2.50	\$ 8,040.00	\$ 8.00	\$ 25,728.00	\$ 2.80	\$ 9,004.80	\$ 1.50	\$ 4,824.00	\$ 6.25	\$ 20,100.00
16.	Erosion Control, Inlet Protection, Fabric Drop	EA	3	\$ 100.00	\$ 300.00	\$ 200.00	\$ 600.00	\$ 100.00	\$ 300.00	\$ 125.00	\$ 375.00	\$ 312.50	\$ 937.50
17.	Tree Remove, Smaller than 36"	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,537.00	\$ 5,074.00	\$ 3,800.00	\$ 7,600.00	\$ 3,125.00	\$ 6,250.00
18.	Street Sign, Remove and Reinstall	EA	3	\$ 100.00	\$ 300.00	\$ 800.00	\$ 2,400.00	\$ 236.00	\$ 708.00	\$ 300.00	\$ 900.00	\$ 1,250.00	\$ 3,750.00
19.	Asphalt Sidewalk, Remove and Replace	SYD	6	\$ 150.00	\$ 900.00	\$ 180.00	\$ 1,080.00	\$ 227.80	\$ 1,366.80	\$ 300.00	\$ 1,800.00	\$ 625.00	\$ 3,750.00
20.	Curb & Gutter, Remove and Replace	LF	29	\$ 100.00	\$ 2,900.00	\$ 100.00	\$ 2,900.00	\$ 93.00	\$ 2,697.00	\$ 150.00	\$ 4,350.00	\$ 125.00	\$ 3,625.00
21.	New Electrical Service at Meter Enclosures Allowance	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
22.	Audio-Video Survey	LS	1	\$ 13,500.00	\$ 13,500.00	\$ 20,000.00	\$ 20,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,450.00	\$ 2,450.00	\$ 6,250.00	\$ 6,250.00
23.	Testing Fee Allowance	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
24.	Permit Fee Allowance	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
25.	Mobilization	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 160,000.00	\$ 160,000.00	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00	\$ 400,000.00	\$ 400,000.00
26.	Traffic Control	LS	1	\$ 103,000.00	\$ 103,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,225.00	\$ 60,225.00	\$ 45,000.00	\$ 45,000.00	\$ 125,000.00	\$ 125,000.00
<b>TOTAL BASE BID</b>					<b>\$ 2,434,945.50</b>		<b>\$ 2,536,455.00</b>		<b>\$ 2,699,947.20</b>		<b>\$ 2,742,675.00</b>		<b>\$ 4,071,837.50</b>

## Council Chambers AV

### White Lake

7527 Highland Road  
White Lake, MI 48383  
(248) 698-3300



Presented By:



Third Coast Tech, LLC.  
4514 Pontiac Lake Rd.  
Waterford, Michigan 48328  
800-828-9517  
[www.thirdcoasttech.com](http://www.thirdcoasttech.com)

Modified: 3/4/2021  
Revision: 0

## Council Chambers

*TCT will provide new AV and Broadcast system for White Lake Township council chambers. System will include new audio system with 12 gooseneck microphones, as well as digital sound processors, amplifiers and ceiling speakers throughout the room, video distribution system , one wall mounted pan & tilt camera.*

*New AV system will provide voice lift for council members as well as send all microphone audio to video switcher for broadcast. There will be wall mounted camera ( in front of the room to cover audience and speaker at the podium). Camera will be controlled from remote controller. Cameras will be fed into web casting equipment and room PC for zoom/teams web conferencing. AV distribution will send video feed from HDMI inputs to room displays and webcasting equipment.*

*As part of this quote, TCT will provide all parts and installation labor as well as one year warranty and system training.*

### *Features:*

- \* 12 new gooseneck microphones with tabletop bases*
- \* Digital video distribution*
- \* New audio reinforcement system with digital sound processor, amplifiers and ceiling speakers*
- \* HDMI input at podium*
- \* Two PTZ camera for recording, web casting and conferencing*

*All system equipment will be able to be moved to new location in future.*

12	<b>Audio Technica</b> Quick-mount plug-in desk stand with user-programmable control switch (touch on/off, touch to talk, touch to mute) and LED micstatus indicator. 3-pin XLR-F-type in, 3-pin XLR-M-type out.	\$1,622.40
12	<b>Audio Technica</b> Cardioid condenser quick-mount gooseneck microphone with integral power module, phantom power only, 14.37" long	\$2,574.00
1	<b>Biamp</b> Tesira modular expander capable of using up to 3 expander card	\$1,132.80

\* Price Includes Accessories



# Third Coast Tech, LLC.

1	<b>Biamp</b> Digital audio server with 12 analog input and 8 analog output, and include acoustic echo cancellation (AEC) technology on all 12 input	\$2,398.80
16	<b>Crestron</b> Saros® 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	\$2,300.00
1	<b>Crimson AV</b> Floor Standing Data Rack Enclosure (19") 18U	\$482.52
1	<b>HuddleCamHD</b> Small Camera Wall Mount, 3x, 1	\$90.00
1	<b>Jbl Pro</b> VMA Series mixer/amplifier 120 Watt max output power per channel	\$477.10
1	<b>Jbl Pro</b> VMA Series mixer/amplifier 60 Watt max output power per channel	\$399.10
1	<b>PTZOptics</b> 1080p Video conferencing camera with SDI support, 12X optical zoom, gray	\$2,122.96
1	<b>TCT</b> 1x4 HDMI Extender Splitter Over Single Cable CAT6/7 1080P With IR Remote EDID Management - Up to 132 Ft - Loop Out - Low Latency	\$271.70
1	<b>TCT</b> Quoted at \$49/Hour as per G2G contract	\$3,920.00
1	<b>TCT</b> Cabling & Hardware	\$1,049.95

<b>Council Chambers</b>	<b>Equipment Total:</b>	<b>\$14,461.33</b>
	<b>Labor Total:</b>	<b>\$4,380.00</b>

\* Price Includes Accessories

Presented By: Third Coast Tech, LLC.  
Project Name: Council Chambers AV

Project No.: TCT-0663

3/4/2021  
Page 3 of 5

# Third Coast Tech, LLC.

<b>Total:</b>	<b>\$18,841.33</b>
<b>Project Equipment Subtotal:</b>	<b>\$14,461.33</b>
<b>Project Labor Subtotal:</b>	<b>\$4,380.00</b>
<b>Project Subtotal:</b>	<b>\$18,841.33</b>

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\* Price Includes Accessories

Presented By: Third Coast Tech, LLC.  
Project Name: Council Chambers AV

Project No.: TCT-0663

3/4/2021  
Page 4 of 5

## Project Summary

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<b>Equipment:</b>	<b>\$14,461.33</b>
<b>Labor:</b>	<b>\$4,380.00</b>
<b>Grand Total:</b>	<b>\$18,841.33</b>

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**Client:** Patricia Pergament

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**Date**

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**Contractor:** Third Coast Tech, LLC.

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**Date**

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\* Price Includes Accessories

**White Lake Township - Treasurer's Annual Report  
For the Year ended December 31, 2020**

Date: June 15, 2021

To: White Lake Twp. Board of Trustees

From: Mike Roman – Treasurer

Subject: 2020 Annual Treasurer's Report

All investments within Township funds are made in accordance with Michigan Public Act 20 per the Township's investment policy. Safety of capital is our foremost objective, followed by liquidity and finally yield.

**INVESTMENT INCOME**

General, Police and Fire fund investments earned approximately \$268,706 in interest income in 2020 utilizing mainly FDIC insured certificates and the Oakland County Municipal Pool. All of our Financial Institutions received four-star(excellent) or five-star (superior) ratings through Bauer Financial Inc. which is an independent bank research firm. I have included these ratings in this package.

The average yield earned on General Fund, Police, Fire Dept. investments in 2019 was 1.13% compared to 2.0 in 2019 as interest rates hit all-time lows in 2020. Market yield benchmarks are provided and are based on U.S. Treasury Bill yields. We exceeded all benchmarks which I have included in this package.

**LEGACY COSTS**

In regard to Legacy costs that affect White Lake Township, we continued funding our OPEB (Other post-employment benefits) liability by transferring \$790,000 to MERS (Municipal Employees Retirement System) in 2020. The OPEB transfers help to fund retiree healthcare obligations of the Township. Total transfers to MERS for OPEB amount to \$4,267,500 through the end of 2020. Our OPEB funds are currently invested in the MERS Total Market Portfolio. The value of these assets as of 12-31-20 amounts to \$5,528,765.76. The activity summary for fourth quarter 2020 is attached along with MERS Total Market Portfolio information that describes this Portfolio's objective, asset breakdown and performance.

**TAXABLE VALUE WITHIN OUR TOWNSHIP**

Our 2020 Taxable value of our Ad Valorem tax roll increased from approximately \$1.180 billion to \$1.239 billion dollars an increase of approximately \$59 million dollars over the 2019 taxable value. As our general operating millage declined slightly due to the Headlee rollback, the increase in taxable value generated approximately \$39,000 in additional 2020 General Fund tax revenue over 2019.

Respectfully yours,

Mike Roman  
White Lake Township Treasurer

White Lake Township  
 Quarterly Cash and Investment Report  
 As of December 31, 2020

Account	Account number	Financial Institution	12/31/2020	FDIC Insured	General fund *	Other funds**	Current Yield	Account purpose
Construction - Checking	858127850	Chase Bank	100	0		100	0.00%	Construction account
Drug Forfeiture - Savings	2952433130	Chase Bank	120,564	0		120,564	0.05%	Police use only
Flexible Spending - Checking	816891295	Chase Bank	13,930	0		13,930	0.00%	Flexible spending payroll clearing
General Fund - Checking	220002988771	Chase Bank	154,147	0	154,147	0	0.00%	General fund use
General Fund - Savings	2952431126	Chase Bank	981,793	0	981,793	0	0.05%	General fund use
Parks & Rec. - Savings	2330804721	Chase Bank	350,612	0		350,612	0.05%	Parks & Recreation use
Pontiac Lake Sewer - Savings	2330493491	Chase Bank	72,086	0		72,086	0.05%	Debt service Pontiac Lake sewer bonds
Public Act 188 - Checking	600582378	Chase Bank	55,760	0		55,760	0.00%	Special Assessment funded by WLT
Public Act 188 - Savings	2330545589	Chase Bank	194,135	0		194,135	0.05%	Special Assessment funded by WLT
Special Assess. Sewer Debt - Savings	2932485036	Chase Bank	170,870	0		170,870	0.05%	SAD -contract 7 & 8, Castlewood & Nordic Dr
Sewer Phase 1 & 2 - Savings	2952433155	Chase Bank	148,695	0		148,695	0.05%	Debt service for Phase 1 & 2 sewer bonds
Sewer Maintenance - Savings	2952433148	Chase Bank	1,235,712	250,000		1,235,712	0.05%	Sewer maintenance
Special Assessment Rubbish - Savings	2952431134	Chase Bank	255,214	0		255,214	0.05%	To pay for trash pick up
Trust & Agency - Checking	220002982994	Chase Bank	74,535	0		74,535	0.00%	Trust and agency use
Trust & Agency - Savings	2952433163	Chase Bank	590,640	0		590,640	0.05%	Trust and agency use
<b>Chase Bank - Totals</b>			<b>4,418,793</b>	<b>250,000</b>	<b>1,135,940</b>	<b>3,282,853</b>		
Current Tax - CDARS (13 week) Savings **	CDARS	Flagstar Bank	5,000,000	5,000,000		5,000,000	0.05%	Tax bill receipts - April settlement
Current Tax - Savings **	101433598	Flagstar Bank	2,841,763	0		2,841,763	0.15%	General fund use
General Fund - CDARS (13 - 26 week maturity)	CDARS	Flagstar Bank	10,905,328	10,905,328	10,905,328	0	.05% - .10%	Improvement Revolving use
Improvement Revolving - Savings	108363912	Flagstar Bank	1,031,203	250,000		1,031,203	0.25%	To service Bond Debt for new Library
Library Bond fund **	5492	Flagstar Bank	12,860	0		12,860	0.25%	Water Capital use
Water Capital Savings	120527744	Flagstar Bank	35,961	0		35,961	0.25%	Water Capital use
<b>Flagstar Bank - Totals</b>			<b>19,827,115</b>	<b>16,155,328</b>	<b>10,905,328</b>	<b>8,921,787</b>		
Water Capital - Savings	602000309	H.V.S.B.	202,805	0		202,805	0.15%	Debt Service Water Capital & other use
Water Operating - Checking	202002952	H.V.S.B.	54,494	0		54,494	0.00%	For Water operating
Water Operating - Money Market Savings	515	H.V.S.B.	1,776,657	250,000		1,776,657	0.35%	For Water operating
<b>Huron Valley State Bank - Totals</b>			<b>2,033,956</b>	<b>250,000</b>	<b>0</b>	<b>2,033,956</b>		
General fund - O.C. Pool	77801	O.C. Pool	11,153,178	0	11,153,178		0.47%	General fund use
Parks & Rec. - O.C. Pool	77803	O.C. Pool	318,279	0		318,279	0.47%	Parks & Recreation use
Pontiac Lake Sewer - O.C. Pool	77804	O.C. Pool	379,097	0		379,097	0.47%	Debt service Pontiac Lake sewer bonds
Improvement Revolving - O.C. Pool	77807	O.C. Pool	2,033,186	0		2,033,186	0.47%	To pay for trash pick up
Trust & Agency - O.C. Pool	77806	O.C. Pool	925,140	0		925,140	0.47%	Trust and agency use
Water Capital - O.C. Pool	77802	O.C. Pool	2,127,682	0		2,127,682	0.47%	Water Capital use
<b>Total Oakland County Municipal Pool</b>			<b>16,936,562</b>	<b>0</b>	<b>11,153,178</b>	<b>5,783,384</b>		
<b>Totals</b>			<b>43,216,426</b>	<b>16,655,328</b>	<b>23,194,446</b>	<b>20,021,980</b>		

\* General Fund amounts includes Police, Fire and Building Dept.

\*\* Other funds include Current Tax and Library Bond funds.

**White Lake Township  
Quarterly Cash and Investment Report  
As of December 31, 2020**

Benchmark	4 week	13 week	26 week	52 week
US Treasury Bills - Coupon yield @ 12-31-20	0.08%	0.09%	0.09%	0.10%

**White Lake Township  
Cash and Investment Balances  
As of December 31, 2020**

<i>Breakdown by type of investment</i>	Total	FDIC Insured	General fund *	Other funds **
Total Insured CDARS	15,905,328	15,905,328	10,905,328	5,000,000
Total O.C. Pool	16,936,562	0	11,153,178	5,783,384
Total Insured Savings	750,000	750,000	0	750,000
Total Uninsured Checking & Savings	9,624,536	0	1,135,940	8,488,596
Totals by type of investment	43,216,426	16,655,328	23,194,446	20,021,980

\* General Fund amounts include Police, Fire and Building Dept.

\*\* Other funds include Current Tax and Library Bond funds.

state:

Institution Name:  
 OR x

FDIC#:  
 OR

Tell Me More	Star Rating	Name	FDIC Certificate Number
<a href="/star-ratings/tell-me-more?cert=628&amp;type=B">Tell Me More (/star-ratings/tell-me-more?cert=628&amp;type=B)</a>	<b>5 STARS</b>	Chase, a trade name for JPMorgan Chase Bank N.A. - Columbus, OH ( <a href="http://www.jpmorganchase.com">http://www.jpmorganchase.com</a> )	628
<a href="/star-ratings/tell-me-more?cert=628&amp;type=B">Tell Me More (/star-ratings/tell-me-more?cert=628&amp;type=B)</a>	<b>5 STARS</b>	J.P.Morgan, a trade name for JPMorgan Chase Bank N.A. - Columbus, OH ( <a href="http://www.jpmorganchase.com">http://www.jpmorganchase.com</a> )	628
<a href="/star-ratings/tell-me-more?cert=628&amp;type=B">Tell Me More (/star-ratings/tell-me-more?cert=628&amp;type=B)</a>	<b>5 STARS</b>	JPMorgan Chase Bank N.A. - Columbus, OH ( <a href="http://www.jpmorganchase.com">http://www.jpmorganchase.com</a> )	628

Star ratings are current as of 06/02/2021 .  
 Bank star ratings are based on 03/31/2021 financial data; credit union star ratings are based on 12/31/2020 financial data.

Downloadable reports on individual institutions as well as on groups of institutions are also available from the "Tell Me More" Button.

Three easy ways to lookup an institution. First, select Bank Rating or Credit Union Rating, then... (<https://www.bauerfinancial.com/>)

1. Select a State. An alphabetical list of all institutions in that state will display below.
2. Select by institution name. Begin typing and a list will appear with the institutions that match your input.
3. If you know the FDIC Certificate Number or NCUA Charter Number, enter the unique number.



STAR RATING DEFINITIONS:	
<b>5 STARS</b>	Superior (These institutions are recommended by Bauer.)
<b>4 STARS</b>	Excellent (These institutions are recommended by Bauer.)
<b>3 1/2 STARS</b>	Good
<b>3 STARS</b>	Adequate
<b>2 STARS</b>	Problematic
<b>1 STAR</b>	Troubled
<b>ZERO STARS</b>	Our lowest rating
<b>S.U. START UP</b>	Start-up. Institutions that are too new to rate. (Obsolete beginning with June 30, 2018 financial data.)
<b>N.R. NOT RATED</b>	Credit Unions that either: have less than \$1.5 million in assets, are not NCUA insured or are too new to rate.
<b>FDIC/ RSLVD</b>	Institution has failed or is operating under regulatory conservatorship.

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All institutions are subject to federal regulatory capital requirements, but those requirements vary among institutions and are dependent on many factors. In general, banks are required to maintain a leverage capital ratio of at least 4%, a tier 1 risk-based capital ratio of at least 6% and a total risk-based capital ratio of at least 8%.

In addition to the capital ratio, other criteria are used to determine the BauerFinancial™ Star-Rating. Some of these include but are not limited to: profitability/loss trend, evaluating the level of delinquent loans, chargeoffs and repossessed assets, the market versus book value of the investment portfolio, regulatory supervisory agreements, the community reinvestment rating (CRA), historical data and liquidity.

[\(/#facebook\)](#) [\(/#twitter\)](#)

State:

Select One ▾

Institution Name:

OR × 

FDIC#:

OR  

Tell Me More	Star Rating	Name	FDIC Certificate Number
<a href="#">Tell Me More (/star-ratings/tell-me-more?cert=57990&amp;type=B)</a>	<b>5 STARS</b>	<a href="http://www.hvsb.com">Huron Valley State Bank - Milford, MI (http://www.hvsb.com)</a>	57990

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<https://www.addtoanv.com/share#url=https%3A%2F%2Fwww.bauerfinancial.com/star-ratings/?ref=#2-loadhere>

<https://www.bauerfinancial.com/star-ratings/?ref=#2-loadhere>



State:

Select One ▾

Institution Name:

OR × 

FDIC#:

OR  

Tell Me More	Star Rating	Name	FDIC Certificate Number
<a href="#">Tell Me More (/star-ratings/tell-me-more?cert=32541&amp;type=B)</a>	<b>4 STARS</b>	Desert Community Bank, a trade name for Flagstar Bank FSB - Troy, MI ( <a href="http://www.dcbk.org">http://www.dcbk.org</a> )	32541
<a href="#">Tell Me More (/star-ratings/tell-me-more?cert=32541&amp;type=B)</a>	<b>4 STARS</b>	Flagstar Bank FSB - Troy, MI ( <a href="http://www.flagstar.com">http://www.flagstar.com</a> )	32541

Star ratings are current as of 06/02/2021 .

Bank star ratings are based on 03/31/2021 financial data; credit union star ratings are based on 12/31/2020 financial data.

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MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN  
1134 MUNICIPAL WAY  
LANSING, MI 48917



**PERIOD**  
10.01.2020 —  
12.31.2020

**CALL CENTER 800.767.MERS (6377)**  
**WWW.MERSOFMICH.COM**

CHARTER TWP OF WHITE LAKE  
WHITE LAKE CHARTER TOWNSHIP  
7525 HIGHLAND RD.  
WHITE LAKE, MI 48383

**YOUR TOTAL ACCOUNT BALANCE**  
**\$5,528,765.76**

**ACCOUNT SUMMARY**

	<b>RHFV</b>
<b>Beginning Balance on 10.01.2020</b>	<b>\$5,002,108.44</b>
Contributions	0.00
Gain/Loss	529,026.09
Distributions	0.00
Fees/Expenses	(2,368.77)
Other	0.00
<b>Ending Balance on 12.31.2020</b>	<b>\$5,528,765.76</b>
<b>Your Personal Rate of Return<sup>1</sup></b>	
This Period	10.58%
Year To Date	15.17%

**MESSAGE CENTER**

.....

<sup>1</sup>Your personal rate of return is calculated using the Modified Dietz Method which assumes a constant rate for the period, weighting each cash flow by the time held and relative balances in each investment.

## INVESTMENT PERFORMANCE

Election	Fund Name (Ticker)	Fund Balance (\$)	Annualized Total Return			Expense Ratio <sup>3</sup>	Admin Expense	Fund Type
			1 Year	5 Year	10 Year <sup>2</sup>			
100.00%	MERS TOTAL MARKET PORTFOLIO (MSZF1)	\$5,528,765.76	13.35%	9.21%	7.78%	0.28%	0.18%	Moderately Conservative Balanced
	SHORT-TERM INCOME (MRLE1)		3.51%	2.09%	1.33%	0.05%	0.18%	Short Term Bonds
	MERS DIVERS BOND PORT (0/100) (MRLD1)		3.48%	4.37%	3.83%	0.05%	0.18%	Global Bonds
	INTERNATIONAL STOCK INDEX (MRMA)		6.93%	7.17%	4.81%	0.08%	0.18%	Diversified International Equities
	EMERGING MARKET STOCK (SSBRC)		19.90%	10.96%	N/A	0.23%	0.18%	Emerging Market Equities
	MERS GLOBAL STOCK PORT (100/0) (SSBR5)		15.57%	12.50%	N/A	0.07%	0.18%	Global Equities
	LARGE CAP STOCK INDEX (SSBR9)		18.61%	15.21%	13.74%	0.05%	0.18%	Large Cap Core Equities
	MERS CAPITAL APPR PORT (80/20) (SSBR6)		12.56%	10.97%	N/A	0.07%	0.18%	Aggressive Balanced
	MERS EST MARKET PORT (60/40) (MRLB1)		11.12%	9.75%	7.56%	0.06%	0.18%	Moderately Aggressive Balanced
	MID CAP STOCK INDEX (SSBRA)		13.51%	12.46%	11.57%	0.05%	0.18%	Mid Cap Core
	MERS BALANCED INC PORT (40/60) (SSBR7)		9.31%	8.07%	N/A	0.06%	0.18%	Moderately Conservative Balanced
	MERS CAPITAL PRES PORT (20/80) (SSBR8)		6.63%	6.54%	N/A	0.05%	0.18%	Conservative Balanced
	SMALL CAP STOCK INDEX (SSBRB)		12.80%	12.75%	N/A	0.05%	0.18%	Small Cap Core Equities

Log in to your online account to see fund benchmarks and fund performance less than one year.

<sup>2</sup> Since inception if 10-year return not available.

<sup>3</sup> Expense ratios include fund management fees, 12b-1 fees, 12b-1 fees and other fund expenses. They do not reflect waivers, fee reimbursements, or plan level fees for advice, management or administrative services, if any.

# MERS Total Market Portfolio

Retiree Health Funding Vehicle (RHFV) and  
Investment Services Program (ISP)



Fund Inception: October 1975

## Objective

The MERS Total Market Portfolio is a diversified portfolio that provides current income and capital appreciation while minimizing the volatility of the capital markets.

## Fund Expenses

Administrative Fee	0.18%
Investment Management Expenses	0.28%
<b>Total Annual Operating Expense</b>	<b>0.46%</b>

The total annual operating expense is deducted from the rate of return of the fund. This means that for every \$1,000 invested in the MERS Total Market Portfolio, a participant is charged \$4.60 in fees each year.

## Asset Allocation

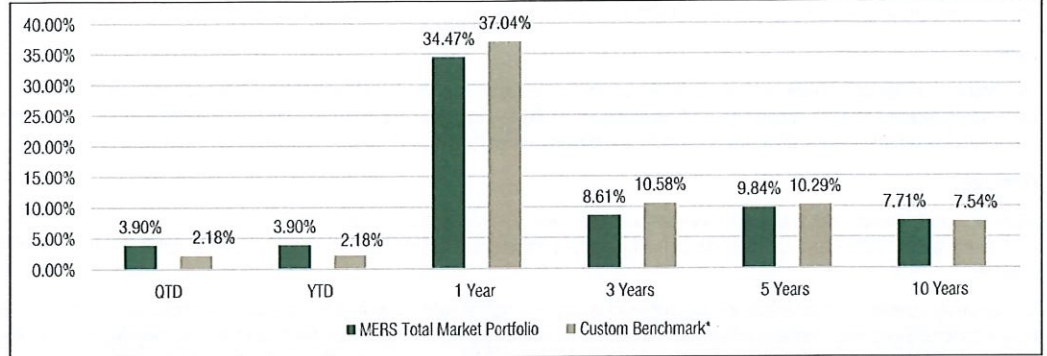
<b>Global Equity</b>	<b>54.5%</b>
U.S. Stocks	23.8%
European Stocks	12.0%
Japanese Stocks	8.5%
Emerging Market Stocks	10.3%
<b>Global Fixed Income</b>	<b>24.5%</b>
U.S. Treasury Bonds	12.0%
U.S. Investment Grade Bonds	0.0%
U.S. High Yield Bonds	1.1%
Emerging Market Bonds	7.3%
Short Duration Bonds	4.1%
<b>Private Markets</b>	<b>21.0%</b>

## Risk Analysis



<b>Standard Deviation (5-Year)</b> Describes the volatility of the historical returns of the fund. A higher standard deviation indicates more risk due to higher fluctuation above and below the average.	7.65%
<b>Sharpe Ratio (5-Year)</b> Measures returns generated per unit of risk taken. The higher the Sharpe Ratio, the more you are being compensated for the amount of risk you are taking.	1.12

## Performance – Annualized



## Performance – By Calendar Year

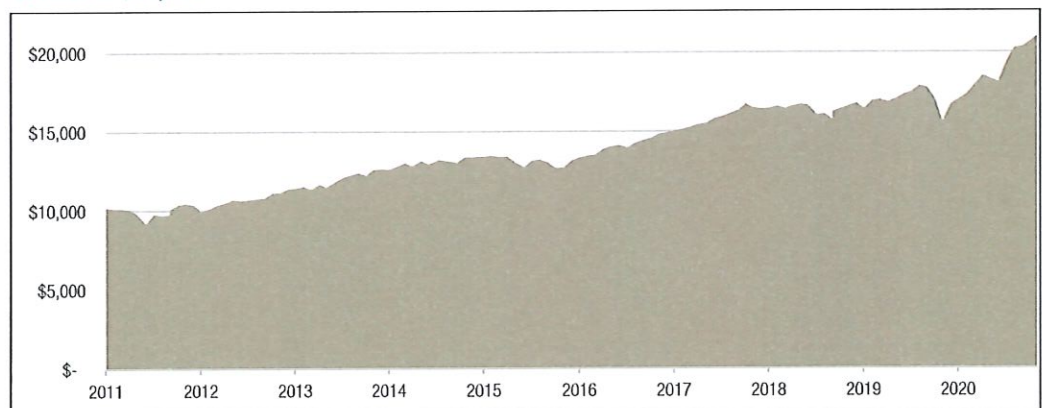
Year	MERS Total Market Portfolio	Custom Benchmark*
2020	13.35%	15.19%
2019	13.52%	20.83%
2018	-3.62%	-5.36%
2017	13.21%	16.72%
2016	10.67%	6.30%
2015	-0.97%	-2.33%
2014	6.35%	2.74%
2013	14.48%	14.36%

## Top Ten Holdings

SPDR Short Term treasury ETF	5.74%
iShares J.P. Morgan EM Bond ETF	3.19%
J.P. Morgan Betabuilders Japan ETF	2.23%
SPDR BBG EM Local Bond ETF	1.30%
iShares 20+ Year Treasury Bond ETF	1.13%
Vanguard FTSE Europe ETF	1.02%
SPDR Long Term Treasury ETF	0.97%
iShares 7-10 Year Treasury ETF	0.96%
Apple Inc	0.80%
Microsoft Inc	0.73%

## Growth of \$10,000

Balance After 10 Years: \$21,022.12



This graph shows the growth of \$10,000. If someone invested \$10,000 in the MERS Total Market Portfolio ten years ago with no additional contributions or withdrawals, they would have \$21,022.12 as of 03/31/2021.

## Fund Restrictions

A 2.00% redemption fee is charged for shares sold within 90 days of purchase. The charge is applied on a first-in, first-out basis.

\*Custom Benchmark: 45% Russell 3000, 20% MSCI ACWI ex USA IMI (Net), 25% BBG BARG Agg, 10% BBG BARG Global Agg ex US. Benchmark does not have expenses.

## Disclaimers

### Returns:

Return information prior to 10/1/2014 are presented after the Total Annual Operating Expense. After 10/1/2014, returns are presented net of Investment Manager expenses only. Past performance is no guarantee of future results. Current performance may be higher or lower. Funds are subject to investment risk from a number of sources, including the management style of the fund and market volatility. Markets are volatile and can rise or decline significantly in response to company, political, regulatory, market, or economic developments. A fund's total return, like securities prices generally, will fluctuate within a wide range. As a result, you could lose money over short or even long periods. Funds are also subject to investment-related risk, which is the chance that returns from companies invested in by the fund will trail returns from other asset classes or the overall market.

### Fees:

The Total Annual Operating Expense consists of MERS' administrative fee and investment management expenses. MERS' administrative fee includes costs related to bookkeeping, setting trade activity, holding assets in custody at a bank, and running the day-to-day operations of the plan, which include legal, accounting, auditing, compliance, printing, and overhead costs. The investment management expenses are incurred in the direct management of the fund. These vary based on the level of assets. As assets increase, these are expected to decline.

### General:

MERS, as a governmental plan, is exempted by state and federal law from registration with the SEC. The MERS Funds consist of a portfolio of assets managed in a separate account in a collective trust, specifically for MERS Plans. Unlike a mutual fund, only the participants in a MERS Plan can invest in the MERS Funds. Because the MERS Funds are not mutual funds, a prospectus is not available.

This summary is designed to provide descriptive information only. Investors should research all possible investment choices. Please make independent investment decisions carefully and seek the assistance of independent experts where appropriate. We recommend investors define their goals, risk tolerance, time horizon, and investment objectives to determine whether this fund is appropriate for you. Please make independent investment decisions carefully and seek the assistance of independent experts where appropriate.

Bank of New York Mellon, as the custodian for the MERS Funds, calculates the unit value as of the close of business each day. The MERS Funds invest in a broad selection of securities. Some securities may not be priced daily or prices may be determined on a delayed basis. These securities are reflected in the unit value of the fund at their most recent market value adjusted for interim cash flows.

MERS Funds are constructed utilizing several underlying investment strategies within a particular asset class. Consequently, a fund's asset allocation may vary over time as a result of underlying manager activity.

Funds are subject to investment risks from a number of sources, including the management style of the fund and market volatility. Markets are volatile and can rise or decline significantly in response to company, political, regulatory, market or economic developments. A fund's total return, like securities prices generally, will fluctuate within a wide range. As a result, an investor could lose money over short or even long periods. Funds are also subject to investment-related risk, which is the chance that returns from companies invested in by the fund will trail returns from other asset classes or the overall market.

MERS has made every effort to ensure that the information provided is accurate and up to date. For more information about this fund, please contact the MERS Service Center at 800.767.MERS (6377) or visit [www.mersofmich.com](http://www.mersofmich.com).

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



Trustees  
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

June 24, 2021

Dear Board of Trustees,

I have been asked to prepare an amendment to the Administrative Policies and Procedures Section 3. 3 Classification and Compensation as attached. The following recommendation is to add the amended language for the positions of Deputy Clerk and Deputy Treasurer:

**The appointed positions of Deputy Clerk and Deputy Treasurer are at-will appointees of the Township Clerk and Township Treasurer. The board may consider changes regarding vacation time and other ancillary benefits. Changes from current policies and procedures would require board approval.**

In addition, please consider the following changes to the wage scale for the Deputy Clerk and Deputy Treasurer.

**Current 2021 Wage Scale:**

Start: \$61,601  
1 Year: \$63,657  
2 Year: \$65,111  
3 Year: \$66,469  
4 Year: \$70,819

**Proposed 2021 Wage Scale:**

Start: \$66,469  
1 Year: \$70,819

Currently with approval of the township board, a department head may authorize a new employee with prior years of comparable experience to be placed in an appropriate step.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Cathy Derocher".

Cathy Derocher  
Human Resources Manager

attachment

### 3.2 (b) - Confidentiality of Personnel Files

The contents of the employee personnel files shall be considered confidential. With reasonable advance notice, an employee may examine the contents of his or her personnel file under the direct supervision of the Clerk. Board members and the personnel officer shall be provided viewing of any personnel file. The contents of an employee's personnel file shall not be removed by anyone. Confidential information contained in a personnel file shall be released to others only with the written authorization of the employee. Personnel files will be kept for at least five years following an employee's termination.

### 3.2 (c) - Freedom of Information Act Requests

Requests for copies of documents contained in the personnel files that are made pursuant to the Freedom of Information Act will be released only after confidential information that may be contained on the document is deleted. The Clerk may contact the township attorney for advice in responding to a Freedom of Information Act request involving personnel records. Pursuant to the Michigan Freedom of Information Act, the Township Supervisor, after consulting with the Township Attorney, shall notify in writing any party requesting confidential information that the request is denied.

### 3.3 - Classification and Compensation

The Township Board shall establish an equitable compensation system for township employees. The Board shall determine a pay range for all township positions.

New employees shall be assigned to the first salary step of the position pay range. With the approval of the Township Board, a department head may authorize a new employee with prior years of comparable experience to be placed in an appropriate salary step.

**The appointed positions of Deputy Clerk and Deputy Treasurer are at-will appointees of the Township Clerk and Township Treasurer. The board may consider changes regarding vacation time and other ancillary benefits. Changes from current policies and procedures would require board approval.**

### 3.4 - Employee Safety

The Building Official is hereby appointed as the township safety officer. It shall be the duty of the safety officer to assess the general working conditions of the township on a continual basis. Any conditions that create a safety hazard shall be corrected immediately. The safety officer shall report to the Township Board any unsafe condition that will require a modification of any Board adopted policy or procedure or the expenditure of funds exceeding \$100.00 to eliminate that condition.

### 3.5 - Authorized Work Force

The Township Board shall determine the number of employees assigned to the various township offices. At its discretion, the Board may declare a moratorium on filling any vacancies.

### 3.6 - New Position Procedure

The following procedure shall be used to authorize new positions:

The department head shall discuss the need for the new position with the Supervisor.

If the Supervisor agrees that the proposed position should be recommended to the Board, the department head shall submit a draft job description along with pay scale, and written position justification to the Supervisor, who may approve, modify or reject the draft job description and/or position justification. Following the approval of the Supervisor, the proposed job

**CHARTER TOWNSHIP OF WHITE LAKE**

**RESOLUTION TO APPROVE AMENDMENT OF THE INTERLOCAL AGREEMENT  
REGARDING THE WESTERN OAKLAND TRANSPORTATION AUTHORITY FOR  
FORMATION OF AN ACT 196 AUTHORITY AND TO ADOPT ARTICLES OF  
INCORPORATION  
RESOLUTION NO. 21-022**

At a special meeting of the Township Board of the Charter Township of White Lake, County of Oakland, State of Michigan, held electronically via Zoom in accordance with the Open Meetings Act, Public Act 267 of 1976, as amended, on the 29th day of June, 2021 at 6:00 p.m. with those present and absent being,

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, the Township appreciates and recognizes the many benefits of having established local transportation service for qualified users in the Township; and

**WHEREAS**, the Western Oakland Transportation Authority was created under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*; and

**WHEREAS**, the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 *et seq.* (“Act 196) provides that an authority created under the Urban Cooperation Act may form an Act 196 authority by amendment of its interlocal agreement and by adoption of articles of incorporation by resolution adopted by a majority of the governing body of each public entity which were parties to the interlocal agreement; and

**WHEREAS**, the Township is a party to the interlocal agreement and decided it is in the best interest of the Township to form a new and successor Authority under Act 196 named the Western Oakland Transportation Authority (“WOTA” and “Authority”); and

**WHEREAS**, the Township previously approved an Amended Interlocal Agreement for the Formation of an Act 196 Authority, creating WOTA and Articles of Incorporation of an Act 196 authority; and

**WHEREAS**, the City of Walled Lake requested a modification to the Amended Interlocal Agreement for the Formation of an Act 196 Authority and the Articles of Incorporation after the Township’s approval; and





**EXHIBIT A**

**AMENDED  
INTERLOCAL AGREEMENT  
FOR THE FORMATION OF AN ACT 196 AUTHORITY  
TO PROVIDE TRANSPORTATION SERVICES**

**BY AND AMONG:**

**The Charter Township of Highland**

**The Charter Township of White Lake**

**The Charter Township of Waterford**

**The City of Walled Lake**

**REGARDING THE INDEPENDENT LEGAL ENTITY  
KNOWN AS**

**WESTERN OAKLAND TRANSPORTATION AUTHORITY  
(A Michigan Public Body Corporation)**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE I – PURPOSE.....	4
ARTICLE II – DEFINITIONS.....	4
ARTICLE III – CREATION OF WESTERN OAKLAND TRANSPORTATION AUTHORITY (“WOTA”).....	5
ARTICLE IV – WOTA BOARD COMPOSITION.....	6
ARTICLE V – WOTA OFFICERS.....	8
ARTICLE VI – WOTA BOARD MEETINGS.....	9
ARTICLE VII – WOTA BOARD POWERS.....	10
ARTICLE VIII – TRANSPORTATION FUND.....	12
ARTICLE IX – VEHICLES.....	14
ARTICLE X – TERM AND TERMINATION, EXTENSION, WITHDRAWAL OF GOVERNMENTS.....	15
ARTICLE XI – DISSOLUTION OF WOTA AND DISTRIBUTION OF ASSETS.....	16
ARTICLE XII – MISCELLANEOUS PROVISIONS.....	17
ARTICLE XIII – ADDING LOCAL OR OTHER GOVERNMENTAL PUBLIC AGENCIES.....	19
ARTICLE XIV - EFFECTIVE DATE.....	20

## **Recitals**

**WHEREAS**, the Western Oakland Transportation Authority was created under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*; and

**WHEREAS**, the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 *et seq.* (“Act 196) provides that an authority created under the Urban Cooperation Act may form an Act 196 authority by amendment of its interlocal agreement by resolution adopted by a majority of the governing body of each public entity which were parties to the interlocal agreement; and

**WHEREAS**, each public agency that is a party herein intends to amend the interlocal agreement to form a new and successor Authority under Act 196 named the Western Oakland Transportation Authority (“WOTA” and “Authority”); and

**WHEREAS**, each public agency that is a party herein agrees that WOTA will administer and carry-out the joint powers, duties, functions and responsibilities possessed by the public agencies as necessary to achieve intergovernmental cooperation as set forth herein; and

**WHEREAS**, the goals and objectives herein specifically include providing and managing safe transportation to seniors and disabled persons.

**NOW, THEREFORE**, the public agencies, as set forth herein, do hereby agree to the following terms and conditions with consideration acknowledged and accepted:

### **ARTICLE I** **PURPOSE**

To provide defined and beneficial transportation services to Eligible Persons in the Service Area.

### **ARTICLE II** **DEFINITIONS**

- A. “Act” shall mean the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 *et seq.*
- B. “Agreement” shall mean this Amended Interlocal Agreement for the Formation of An Act 196 Authority to Provide Transportation Services.
- C. “WOTA Board” shall mean the Board of WOTA as created and authorized herein.
- D. “Eligible Persons” shall mean a resident of any Party herein that is 55 or older or 18 or older with a disability. This shall include one (1) personal care attendant companion if required to assist with a disability, and/or a Service Animal.

Based on the SMART Millage the City of Walled Lake is obligated for three years (Jan. 1, 2019-Dec. 31, 2021), to provide Transportation services to everyone age 18 and older, regardless of disability, income, etc. who resides within the City of Walled Lake.

- E. “Fiscal Year” shall mean the calendar year being January 1 to December 31.
- F. “OMA” shall mean the State of Michigan Open Meetings Act.
- G. “Party” or “Parties” shall mean a public agency or public agencies that have executed this Agreement and have not withdrawn from this Agreement.
- H. “Public Agency” or “Public Agencies” shall mean the Charter Township of Highland, the Charter Township of White Lake, the Charter Township of Waterford, and the City of Walled Lake.
- I. “Service Animal” shall mean a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person’s disability.
- J. “Service Area” shall mean the combined physical territory of the Parties to this Agreement and other areas as designated from time to time by the WOTA Board.

- K. “State” shall mean the State of Michigan.
- L. “Transportation Services” shall mean all forms of transportation governed by this Agreement for Eligible Persons as defined herein established and authorized under this Agreement.
- M. “WOTA” shall mean the Western Oakland Transportation Authority, a separate legal entity created under the Act and this Agreement.
- N. “Pilot Program” shall refer to the first two (2) fiscal years of the establishment of WOTA.

**ARTICLE III**  
**CREATION OF WESTERN OAKLAND TRANSPORTATION**  
**AUTHORITY (“WOTA”)**

- A. WOTA is created and established as a separate legal entity as authorized by the Act at MCL 124.453(3) and (4) for purposes of administering and exercising the powers set forth in this Agreement. WOTA shall be a public body corporate and authority having all powers granted herein and under the Act.
- B. The principal offices of WOTA shall be at 205 W. Livingston Road, Highland, Michigan 48357, and may be changed in the future by a decision of the WOTA Board provided the cost of implementing the change is provided for in WOTA’s then approved budget.
- C. All property owned by WOTA is owned by WOTA, as a separate legal entity, and no other entity shall have any ownership interest in WOTA property.
- D. The Parties intend that the activities of WOTA will be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under the applicable federal and state tax laws.

- E. WOTA shall comply with all applicable federal and State laws, rules, and regulations.
- F. The Parties agree that no Party shall be legally responsible for the acts of WOTA, any other Party, or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party and no Party may otherwise obligate, in any way, any other Party under this Agreement.
- G. Except as expressly provided in this Agreement, the Agreement does not create in any person or entity, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.
- H. As a public body created under the Act, WOTA may not be operated for profit. No part of any earnings of the WOTA may inure to the benefit of any person or entity other than the Parties.

**ARTICLE IV**  
**WOTA BOARD COMPOSITION**

- A. The governing body of WOTA shall be the "WOTA Board".
- B. The membership of the WOTA Board shall be established as follows:
  - 1. Charter Township of Highland (1 member)
  - Charter Township of White Lake (1 member)
  - Charter Township of Waterford (1 member)
  - City of Walled Lake (1 member)

(Hereinafter “Public Agency Members”)

2. The Public Agency Members of the WOTA Board shall be appointed by the respective underlying legislative body of each of the Public Agencies for four (4) year terms. Each Public Agency Member shall serve at the pleasure of and may be removed by the appointing legislative body in its sole discretion. The Public Agency Members shall also appoint at least one (1) Alternate Public Agency Member to serve as voting Public Agency Members at any time the primary Public Agency Member is absent or when a vacancy exists in their seat on the WOTA Board.
  3. In the event of a vacancy in one of the seats allocated to a Public Agency Member on the WOTA Board, the legislative body of that Public Agency shall fill the vacancy for the unexpired term.
  4. Once the Public Agency Members have been appointed, the Public Agency Members may take action to appoint up to two (2) additional voting members of the WOTA Board (“Non-Governmental Members”). Each Non-Governmental Member shall serve for a term of one (1) year which may be renewed at the sole discretion of the Public Agency Members. Any action under this provision shall require a unanimous vote by the Public Agency Members of the WOTA Board.
  5. The Public Agency Members and the Non-Governmental Members shall together compose the entire WOTA Board.
  6. The WOTA Board may appoint, by a unanimous decision, any number of non-voting Advisory Members at its discretion.
- C. Within 30 days of the effective date of this Agreement, each Public Agency shall appoint its Primary and Alternate Members on the WOTA Board.

**ARTICLE V**  
**WOTA OFFICERS**

- A. At the first meeting of the WOTA Board, and thereafter no later than the



first meeting in each odd numbered year, the WOTA Board shall elect a Chairperson, Vice-Chairperson, Secretary and Treasurer from the appointed Public Agency members of the WOTA Board. These officers shall serve until their respective successors shall be selected. Each officer shall have the powers and duties specified in this Article and elsewhere in this Agreement.

- B. The Chairperson of the WOTA Board shall be the presiding officer for WOTA Board meetings and shall sign contracts and other documents on behalf of WOTA if required by this Agreement or the WOTA Board. Except as otherwise provided, he or she shall not have any executive or administrative functions other than as a member of the WOTA Board.
- C. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson.
- D. The Secretary shall keep or cause to be kept the non-financial written records of WOTA at the then designated principal office of WOTA or such other place as the WOTA Board may order. The records shall include minutes of the proceedings of all meetings of the WOTA Board, with the time and place, whether regular or special, and if special, how authorized, the notice given, the names of those present, the actions taken, and the votes on those actions by the Members. With the assistance of the Director, the Secretary shall prepare draft minutes of each meeting and present those to the WOTA Board for approval at its next meeting.

The Secretary shall give or cause to be given notice of all meetings of the WOTA Board. He or she shall have such other powers and perform such other duties as may be prescribed by the WOTA Board. The Secretary shall perform the duties of the Chairperson in the absence or disability of both the Chairperson and the Vice-Chairperson.

- E. The Treasurer shall keep or cause to be kept all financial records of WOTA at the then designated principal office of WOTA or such other place as the WOTA Board may order. The Treasurer shall make regular reports to the WOTA Board for each regular meeting and at other times as directed by the WOTA Board of the receipt and disbursement of all funds and the financial status of WOTA and make the books and records of WOTA available for

audits directed and authorized by the WOTA Board. He or she shall have such other powers and perform such other duties as may be prescribed by the WOTA Board.

- F. In the case of temporary absence or disability of any officer, the WOTA Board may appoint another WOTA Board member to act in his or her stead. An officer may be removed from the officer position for one or more specified reasons by a two-thirds vote of the WOTA Board. Any action to remove any officer does not prohibit that person from remaining as the Public Agency member representative to the WOTA Board. Any removal from office under this provision shall be for good cause which shall include, but not be limited to, missing three (3) consecutive meetings without a vote to excuse.

## **ARTICLE VI** **WOTA BOARD MEETINGS**

- A. Regular meetings of the WOTA Board shall be posted in accordance with the OMA at MCL 15.265. The meetings shall be held at such time and place as shall be prescribed by resolution of the WOTA Board.
- B. The WOTA Board shall meet for its regular meetings monthly during the first two fiscal years and shall establish its regular meeting schedule for those and all subsequent years as provided in the OMA. The WOTA Board shall meet in 2019 as often as necessary to approving the documents required by this Agreement.
- C. Special meetings of the WOTA Board may be called by the Chairperson or any two (2) Public Agency Members by providing 24 hour advanced written notice of the time, place and purpose to each member of the WOTA Board. Notice may be by Email or hand delivery only. Notice of any special meeting shall also be published as required by the OMA.
- D. Voting by the WOTA Board shall be weighted and calculated as follows:
- Township Public Agency Members – 2 vote weight

- City Public Agency Members – 1 vote weight
- Village Public Agency Members – 1 vote weight
- Any appointed Non-Governmental member – 1 vote weight

At least a majority of the votes on the WOTA Board must be represented by members of the WOTA Board in actual attendance at a meeting for a quorum to conduct business.

- E. The WOTA Board shall act by a verbal motion or a written resolution. Unless otherwise specified in this Agreement, for the passage of any motion or resolution including the execution of any contract, a majority of the votes on the WOTA Board is required for a motion or resolution to pass.
- F. The WOTA Board shall approve the minutes of each meeting at its next meeting, which shall then be signed by the Secretary. All votes concerning financial matters and resolutions of the WOTA Board shall be conducted by roll call vote. All other votes shall be “yeas” and “nays” except that where the vote is unanimous, it shall only be necessary to so state.

**ARTICLE VII**  
**WOTA BOARD POWERS**

The WOTA Board shall have the following specific powers:

- A. The WOTA Board shall have such powers, responsibilities, duties and limitations as specified in the Act and this Agreement, which shall be exercised as provided in WOTA’s Articles of Incorporation and Bylaws to be approved by the WOTA Board to govern the procedures and affairs of the Transportation Services which are not in conflict with the terms of this Agreement and subject to any applicable laws, regulations and/or grant restrictions. The Articles of Incorporation and Bylaws for WOTA must be approved by the WOTA Board before WOTA provides any Transportation Services.
- B. The WOTA Board shall hire a Director to manage the day-to-day affairs of

WOTA on behalf of the WOTA Board, and who shall have such duties and responsibilities as designated in writing by the WOTA Board before WOTA provides any Transportation Services. The WOTA Board shall hire or contract or authorize the Director to hire or contract for the personnel necessary to provide the Transportation Services in compliance with the approved budget, which may be employees of a Party that are transferred to WOTA by that Party.

- C. By July 1 of each fiscal year, the WOTA Board shall prepare, approve and submit to the Parties for approval an annual budget addressing and covering the proposed expenditures to be made for operating the Transportation Services and the allocation of each Party's funds to meet that budget for the next fiscal year. The annual budget for 2020 attached to this Agreement is approved by the Parties and shall be the WOTA budget for 2020 unless the WOTA Board proposes and the Parties approve an amended budget.
- D. WOTA shall obtain and cause to be completed an annual audit of the financial statements of WOTA which shall be approved by the WOTA Board and distributed to the Parties.
- E. The Budget shall contain an allocation for petty cash and minor expenditures above all other contemplated expenditures. The Treasurer, Chairperson, or Vice-Chairperson shall have the authority to authorize all minor expenditures with a dollar limit on all such expenditures as set by the WOTA Board. Such expenditures shall either be done on WOTA credit or will be reimbursed to the payer upon providing a receipt or bill for the item or service. All bills shall be itemized and approved by the WOTA Board at a meeting.
- F. In extraordinary circumstances or emergency situations, the WOTA Board shall have the ability to apply to the Parties for additional monies to be contributed to the WOTA Transportation Fund as defined herein. Such an application does not obligate any Party to contribute the requested additional monies.
- G. The WOTA Board is without authority or power to commit any Party to any Transportation Services or other obligations which would result in a debt or other financial responsibility beyond that provided for in the approved

WOTA budget without the authorization of that Party approved by its legislative body.

- H. The WOTA Board shall have the right to establish rules, procedures and regulations for the use of any service provided by this Agreement, provided, however, that if the service is located exclusively within the jurisdiction of one of the Parties, then such rules and regulations shall not become effective unless approved by the legislative body of that Party. The WOTA Board shall have all such other powers as will be necessary to accomplish the duties contained within this Agreement and to conduct the business of the Transportation Services and shall approve Transportation Services Operations Rules and Regulations before WOTA provides any Transportation Services.
- I. Services provided on a contractual basis to any non-Party Public Agency shall be governed by mutually agreed upon terms and charges in a written contract approved by the WOTA Board.
- J. The WOTA Board shall have the responsibility to manage all Transportation Funds including the investment of funds not needed for immediate use in accordance and compliance with an Investment Policy, approved by the WOTA Board before WOTA provides any Transportation Services.
- K. An audit shall be conducted annually and to the extent possible, legal, and economical, may be done in conjunction with audits of the Parties.

**ARTICLE VIII**  
**TRANSPORTATION FUND**

- A. Contributions to the WOTA Transportation Fund shall be made by the Parties or as otherwise allowed herein.
  - 1. The Charter Township of Highland, Charter Township of White Lake and Charter Township of Waterford hereby agree to contribute to the WOTA Transportation Fund (“Fund”) an initial amount up to one hundred and eighty five thousand 00/100 (\$185,000.00) dollars a year

(“Initial Annual Contribution”) for each of the first two Pilot Program Fiscal Years, with the exact amount of Initial Contribution being determined by the WOTA Board. The City of Walled Lake hereby agrees to contribute an initial amount of One Hundred Thirty- Three Thousand Four Hundred Twenty-Eight (\$133,428.00) for Fiscal Year 2021. The first Initial Annual Contribution shall be due on or before January 2, 2020. The Parties are not precluded from voluntarily contributing more than the Initial Contribution. Additional Transportation Funds may be allocated from but not limited to the following sources as determined by the legislative body of each Party:

- a. Community Development Block Grant (“CDBG”) funds as designated by a Public Agency to provide transportation services to eligible persons.
  - b. SMART Municipal and SMART Specialized Services Credit Funds.
  - c. Other available grant funds that provide transportation services to Eligible Persons.
  - d. General fund monies from each Party in an amount approved by its legislative body to provide transportation services to eligible persons.
  - e. Millage Revenue dedicated to WOTA received from local millage elections.
  - f. Transportation funds collected as part of Senior Center or other millages.
  - g. Gifts, grants, assistance funds and bequests.
2. After the first two Pilot Program Fiscal Years, the formula for determining the funding contribution from each Party shall be based fifty (50%) percent on population per the most recent SEMCOG figures and fifty (50%) percent on ridership of residents of those Parties for the last fiscal year. The initial contribution to establish WOTA and to fund the first year of operation is set forth in the attached 2020 budget. The WOTA operating budget for the next fiscal year that begins January 1, 2022, shall

then be allocated based on these two percentages.

3. WOTA may proceed to obtain and use state, federal and private grants and other lawful donations, gifts or bequests available to it as well as monies received from contracts for transportation services if the grant and other donations or contracts or limitations or restrictions thereon do not conflict with the other provisions of this Agreement or the constitutional or statutory limitation of any Party.
- B. The Transportation Fund shall be managed by the WOTA Board. The annual sources and amounts of Contributions to the Transportation Fund and required funding amounts shall be analyzed and reported in writing to each Party by the WOTA Board by July 1<sup>st</sup> of odd numbered years.
  - C. The monies contributed to the Transportation Fund shall be used to pay for maintenance, insurance, fuel, wages, purchase of additional transportation vehicles, dispatching costs, and other operating, administrative, and general costs of the Transportation Service and WOTA Board in compliance with the approved WOTA budget.
  - D. The monies contributed to the Transportation Fund shall be deposited and held in financial institution(s) or instruments as provided in an Investment Policy approved by the WOTA Board before WOTA provides any Transportation Services. If not dictated by the Investment Policy, monies may be deposited in institutions or instruments of the Treasurer's choosing subject to WOTA Board prior approval. All withdrawals from the Transportation Fund will require the signatures of two (2) officers of the WOTA Board, one of whom shall be the Chairperson or Vice-Chairperson.
  - E. WOTA shall not levy any type of tax under the Act without unanimous agreement of the parties. Nothing contained in this Agreement restricts or prevents a Party from levying taxes in its own jurisdiction or assigning the revenue from taxes to WOTA if allowed by law.
  - F. Each Party's funding contribution is due annually to WOTA by January 2 of the fiscal year the contribution is for.

**ARTICLE IX**  
**VEHICLES**

- A. For all vehicles used to provide Transportation Services, WOTA will establish and maintain all applicable insurance costs including liability associated with injuries to persons or property which could result from the use of each vehicle in the amount of Five Million Dollars (\$5,000,000.00) per occurrence and/or as required by the terms of any grant program.
- B. When the WOTA Board determines that a vehicle may no longer be properly used for Transportation Services under this Agreement, the vehicle shall be disposed of according to the appropriate rules and/or regulations that are applied by the funding source(s) for the vehicle, if any.
- C. Vehicles shall be used consistent with any rules or restrictions of the program(s) that provided funding for the vehicle.
- D. WOTA shall charge fees for the Transportation Services as determined by the WOTA Board.
- E. Upon the Effective Date of this Agreement as provided in Article XIV, each Public Agency that has executed this Agreement shall take all actions as necessary to assign existing designated public transportation vehicles to WOTA.

**ARTICLE X**  
**TERM AND TERMINATION, EXTENSION, WITHDRAWAL OF**  
**GOVERNMENTS**

- A. The initial term of this Agreement shall begin on the Effective Date in Article XIV and end on December 31, 2021 (“Initial Term”). A Party may exit WOTA and withdraw from this Agreement after the Initial Term by providing written notice of withdrawal at least thirty (30) days prior to end of the Initial Term pursuant to Article XII of this Agreement. The WOTA



Board shall accept and approve a Party's withdraw pursuant to this subsection.

- B. After the Initial Term, the term of this Agreement shall be a four (4) year period. A party may withdraw from the Authority pursuant to Act 196.
- C. Each Party's funding is due annually to WOTA by January 2 of the fiscal year the funding is for.
- D. If one of the Parties withdraws from WOTA, the WOTA Board shall take that into account in its proposed budget for the next fiscal year under Article VII.C, and the withdrawing Party shall have no further membership or voting rights on the WOTA Board after the effective date of the withdrawal, which shall be the date of the Notice unless otherwise stated.
- E. The residents of a Public Agency that has withdrawn from WOTA shall no longer be eligible to receive Transportation Services from WOTA. However, residents of that Public Agency who are clients of an organization that contractually receives and pays for services from WOTA shall be eligible to receive Transportation Services if that funding remains in place following the Public Agency withdrawal.
- F. Any vehicle assigned to WOTA by a withdrawing Public Agency shall be returned to that Public Agency in its then current condition or, if required, managed in accordance with any applicable law or grant.

**ARTICLE XI**  
**DISSOLUTION OF WOTA AND DISTRIBUTION OF ASSETS**

- A. If due to withdrawals from WOTA or other reason or reasons, the WOTA Board determines that WOTA should stop providing or attempting to provide the Transportation Services contemplated by this Agreement and be dissolved, the WOTA Board shall give at least 90 days written notice to the Parties and to all funding agencies of the intention to dissolve and of the

date, time, and location of a WOTA Board meeting at which a decision to dissolve may be made.

B. If WOTA is dissolved, the transportation vehicles of WOTA shall be distributed consistent with the then current laws and regulations governing the formation and legal tax status of WOTA. If allowed, the distribution shall be as follows:

1. Any vehicles obtained through a grant of any type shall be returned to the granting organization or as otherwise required by the grant itself. Other WOTA vehicles shall be returned to the applicable Public Agency or, if required, managed properly under any applicable law or grant.

2. The remaining vehicles, if any, shall be allocated to the remaining Parties in the same proportion as the most recent funding allocation. If the proportioning results in partial vehicles, the remaining Parties may agree on how to allocate those vehicles or may agree to sell those vehicles and apportion the funds accordingly.

C. If WOTA is dissolved, the remaining funds shall be distributed consistent with the then current laws and regulations governing the formation and legal tax status of WOTA. If allowed, the distribution of surplus funds shall be used to pay all employees the monies due to them as well as any outstanding debts. The remaining funds, if any, shall be returned to the Parties in the same proportion as the most recent funding allocation.

## **ARTICLE XII** **MISCELLANEOUS PROVISIONS**

A. Except as otherwise provided by this Agreement, all notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the following:

Supervisor  
Charter Township of Highland  
205 N. John Street  
Highland, MI 48357

Manager  
City of Walled Lake  
1499 E. W. Maple  
Walled Lake, MI 48390

Supervisor  
Charter Township of White Lake  
7525 Highland Road  
White Lake, MI 48383

Director  
West Oakland Transportation Authority  
205 W. Livingston Road  
Highland, MI 48357

Supervisor  
Charter Township of Waterford  
5200 Civic Center Drive  
Waterford, MI 48329

or such other address as any party shall designate by written notice.

- B. If one of the Parties has an issue or complaint that has not been or cannot be resolved through the administrative channels, that Party may bring that issue or complaint before the WOTA Board for resolution. The WOTA Board shall work with the Party and other Parties as necessary to develop an appropriate resolution process, such as a corrective action plan, with acceptable and mutually agreeable timeframes to accomplish said correction action.
- C. The omission of the performance or failure to render any services contemplated by this Agreement because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy enactment, rule or act of government or governmental instrument or instrumentality (whether Federal or State), failure of equipment of facilities not due to inadequate maintenance shall not constitute a breach of this Agreement or failure of performance by the Parties or WOTA.
- D. If any term or provision of the Agreement shall, to any extent, be held invalid or unenforceable by a Court of competent jurisdiction it shall be severable, and the remaining terms of this Agreement shall not be affected and shall be fully enforceable.
- E. Nothing in this Agreement creates or shall be construed to create any employment relation for any person.

- F. This Agreement and all obligations upon the parties arising there from shall be subject to all budget laws and other state and local laws and regulations.
- G. Upon and after its effective date, this Agreement shall supersede all prior agreements of any kind between the Parties on the same subject.
- H. This Agreement may be modified only by resolution adopted by the governing body of each Party. Such amendments shall take effect immediately after adoption by all Parties.
- I. The Parties hereby agree that this written Agreement constitutes the complete Agreement.
- J. The Parties and WOTA shall endeavor to keep themselves fully informed of all existing and future Federal, State and local laws, ordinances and regulations that may in any manner affect the fulfillment of this Agreement and to keep each other fully informed on these matters.
- K. Neither the Parties nor WOTA shall assign any rights or responsibilities under this Agreement without first obtaining the written consent of all Parties.
- L. The Parties agree that no provision of this Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity otherwise provided under the Act or by law.
- M. WOTA shall be subject to the Freedom of Information Act at MCL 15.231, et. seq.

**ARTICLE XIII**  
**ADDING LOCAL OR OTHER GOVERNMENTAL PUBLIC**  
**AGENCIES**

- A. This Agreement may be modified at any time to permit any city, village, township or charter township to become a member of WOTA if such

modification is adopted by resolution of the governing body of each such municipality proposing to become a member, and if such modification is adopted by resolution of the governing body of each Public Agency.

- B. If a municipality becomes a voting member of the WOTA Board, that municipality shall be obligated to pay for its proportionate share of the WOTA Transportation Fund to include the costs of service expansion to that municipality. The joining municipality's proportionate share may also be partially made in WOTA-designated improvements to the Transportation Services as a whole.
- C. Nothing in this Agreement prevents WOTA from entering into a contract with any city, village or township to provide Transportation Services. Any such contract shall require approval by the WOTA Board.

**ARTICLE XIV**  
**EFFECTIVE DATE**

This Agreement shall become effective upon the signing of this Agreement by the designated representative of each of the Parties below and filing with the Michigan Secretary of State, the Oakland County Clerk and State Department of Transportation.

**CHARTER TOWNSHIP OF HIGHLAND**

By \_\_\_\_\_  
Rick Hamill, Township Supervisor

\_\_\_\_\_ Date

**CHARTER TOWNSHIP OF WHITE LAKE**

By \_\_\_\_\_  
Rik Kowall, Township Supervisor

\_\_\_\_\_ Date

**CHARTER TOWNSHIP OF WATERFORD**

By \_\_\_\_\_  
Gary D. Wall, Township Supervisor

\_\_\_\_\_ Date

**CITY OF WALLED LAKE**

By \_\_\_\_\_  
L. Dennis Whitt, City Manager

\_\_\_\_\_ Date

**Attachment - WOTA PROPOSED BUDGET - 2021 ALL (2 Pages dated 5/15/2021)**

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## **EXHIBIT B**

### **ARTICLES OF INCORPORATION OF THE WESTERN OAKLAND TRANSPORTATION AUTHORITY**

Pursuant to the provisions of the Public Transportation Authority Act, Act 196 of 1986, ("Act 196") as amended the corporation executes the following articles:

#### **ARTICLE I**

The name of the corporation is the Western Oakland Transportation Authority (hereinafter the "Authority").

#### **ARTICLE II**

The incorporating subdivision of the Authority is the Western Oakland Transportation Authority, an authority created under an interlocal agreement pursuant to the Urban Cooperation Act of 1967, Act 7 of 1967. The authority created under these Articles of Incorporation is a new and successor authority pursuant to the Public Transportation Act, Act 196 of 1986, as amended.

#### **ARTICLE III**

The members of the Authority shall be the public agencies for which it is formed or which hereafter join. This Authority shall be formed initially for the following public agencies:

The Charter Township of Highland;  
The Charter Township of White Lake;  
The Charter Township of Waterford; and  
The City of Walled Lake, (the "Public Agencies").

#### **ARTICLE IV**

The purposes for which the Authority is created are:

1. To, pursuant to Act 196, plan, promote, purchase, acquire, establish, own, lease operate or cause to be operated, maintained, improved, enlarged, or modernized, public transportation facilities and system within and outside the limits of the Authority.
2. To do all things reasonably necessary, proper, or convenient for the accomplishment of any of the above.

#### **ARTICLE V**

The Authority is hereby empowered to do anything authorized or permitted by Act 196, expressly or by implication, and to do any other lawful act reasonably necessary, proper, suitable, or convenient for the achievement of furtherance of the purposes above-stated,

and shall be operated pursuant to these Articles of Incorporation and the Amended Interlocal Agreement to Create an Act 196 Authority to Provide Public Transportation Services.

Notwithstanding the authorizing provision of Act 196, the Authority is not authorized to levy any type of tax, including ad valorem tax, or special assessment within the Authority boundary without unanimous approval from the Public Agencies. This limitation shall not limit the Authority from receiving service charges, fees, or fares from users of the services, funds disbursed by the state, other income or revenue, grants, loans, appropriations or contributions from the federal government, the State of Michigan and other governmental units or other public or private sources.

## **ARTICLE VI**

The Authority shall be directed and governed by a four (4) member Board of Directors, hereafter referred to as the WOTA Board. Each of the Public Agencies shall appoint one (1) member of the WOTA Board for four (4) year terms. Each member of the WOTA Board shall serve at the pleasure of and may be removed by the appointing public agency at the public agencies' sole discretion. The Public Agencies shall also appoint at least one (1) alternate member to serve as a voting member at any time the primary member is absent or when a vacancy exists in their seat on the WOTA Board. The WOTA Board shall have the powers set forth in the Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Transportation Services.

WOTA Officers shall be selected and have the powers set forth in the Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Transportation Services.

## **ARTICLE VII**

The address of the initial registered office and the mailing address of the Authority is 205 W. Livingston Road, Highland, Michigan 48357.

## **ARTICLE VIII**

The authority is to be financed through contributions of the Public Agencies as set forth in the Amended Interlocal Agreement for the Formation of an Action 196 Authority to Provide Transportation Services, Community Development Block Grant ("CDBG") funds as designated by a public agency to provide transportation services to eligible persons, SMART Municipal Specialized Services Credit Funds, grants of money or property from federal or state governments, other revenues from federal or state governments, fees from riders, fees from contract users, financial contributions from federal, state, county, city or township governments, taxes authorized by the voters, and other miscellaneous sources.



## ARTICLE IX

These Articles of Incorporation may be amended upon written resolution adopted by not less than a 2/3 vote of the WOTA Board.

## ARTICLE X

Public Agencies may withdraw from the Authority pursuant to the provisions of Act 196, MCL 124.458 and as further provided in the Amended Interlocal Agreement to create an Act 196 Authority to Provide Public Transportation Services.

## ARTICLE XI

These Articles of Incorporation shall become effective upon the filing of these articles, by the WOTA Executive Director, with the secretary of state, the clerk of Oakland County, and the director of the state transportation department

### Highland Township

I hereby certify that the foregoing Articles of Incorporation were adopted by an affirmative vote of a majority of the Highland Township Board of Trustees at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2021.

### White Lake Township

I hereby certify that the foregoing Articles of Incorporation were adopted by an affirmative vote of a majority of the White Lake Township Board of Trustees at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2021.

### Waterford Township

I hereby certify that the foregoing Articles of Incorporation were adopted by an affirmative vote of a majority of the Waterford Township Board of Trustees at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2021.

### City of Walled Lake

I hereby certify that the foregoing Articles of Incorporation were adopted by an affirmative vote of a majority of the City Council of the City of Walled Lake at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Kim Viener, Executive Director

Dated: \_\_\_\_\_, 2021