

Finance Committee Agenda

8/30/2022

1:30 PM

Conf Rm F

Meeting called by: Ray Steinke **Note taker:** Paul Bullock

Attendees: Bill Routley, Jerri Strong, Marilyn Bradstrom, Mindy Taylor

----- Agenda Topics -----

Call To Order

Public Comment

Monitoring Well Quote

Administrator

Salary Request DC Probation

Magistrate

Equipment Request/Prosecutor

Prosecutor

Equipment Request/Community Corrections

Director

Fork Township Request/Road Program

Supervisor

Jail Project Contract

Administrator

Financial Reports/June 2022

Finance Officer

Commissioner Per Diem and Travel

Listed Bills

Other Business

Adjournment

Finance Committee Minutes

8/30/2022

1:30 PM

Conf Rm F

Meeting called by:	Ray Steinke	Note taker:	Paul Bullock
Attendees:	Bill Routley, Jerri Strong, Marilynn Bradstrom		

----- Agenda Topics -----

Call To Order	1:30 PM
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Public Comment	NONE
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Monitoring Well Quote	Administrator
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Discussion: The Administrator advised the Committee that the cost of having Trace Analytical Laboratories complete monitoring well testing at the Rodney Landfill will go up to \$2,686.50 from \$2,498 in 2021. The testing is tentatively scheduled for August 31st.

Salary Request DC Probation	Magistrate
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Discussion: The Committee reviewed a request from the Magistrate to start their new Probation Officer Eric Bray at the level 7 three year step. Mr. Bray has served as the lead court security officer for the last year and has 6 years with he Sheriff's Office. His familiarity with the Court and Probation Dept. will allow him to step right in to the position at a level that would typically only be reached thru multiple years on the job.

Conclusions: **The Committee will recommend to the Board that the request be approved.**

Equipment Request/Prosecutor	Prosecutor
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Discussion: The Committee reviewed a request from the Prosecutor's Office for a new Surface Pro for the Prosecutor (approximately \$2,000) and a new color printer for the office (approximately \$628 for the printer). Both purchases would come from the Prosecutor's Deferral Fund 268

Conclusions: **The Committee will recommend to the Board that the request be approved.**

Equipment Request/Community Corrections	Director
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Discussion: The Committee reviewed a request from the Community Corrections Director for permission to purchase a replacement computer for an obsolete one. Total cost is estimated to be approximately \$1,300.

Conclusions: **The Committee will recommend to the Board that the request be approved.**

Fork Township Request/Road Program	Supervisor
Discussion: The Committee reviewed a letter from Fork Township Supervisor Lori Helmer requesting that \$62,500 of cost they have incurred to have road gravel made in their own pit be counted as their match for the Local Road Project funding. The Committee instructed the Administrator to advise Ms. Helmer that the Township's provision of gravel for road projects this year, or next, could be counted if the cost of the gravel is included in the project budget by the Road Commission and then cost in excess of the Township's \$62,500 may be billed to the County by the Road Commission, up to \$62,500.	
Jail Project Contract	Administrator
Discussion: The Committee reviewed the proposed design build contract for the Jail dorm renovation.	
Conclusions: The Committee will recommend to the Board that the Chairman be authorized to sign the contract.	
Financial Reports/June 2022	Finance Officer
Discussion: The Committee reviewed the Financial Reports for June 2022.	
Conclusions: The Committee will recommend to the Board that the reports be accepted and placed on file.	
Commissioner Per Diem and Travel	
Discussion: The Committee reviewed and approved all Commissioner per diem and travel.	
Listed Bills	
Discussion: The Committee reviewed all bills	
Conclusions: The Committee will recommend that all bills be paid.	
Other Business	
Discussion: The Committee reviewed a spreadsheet of the local funding projects for the Thursday Board meeting.	
Adjournment	2:45 PM

Paul Bullock

From: Tim Brewer <tbrewer@trace-labs.com>
Sent: Monday, August 22, 2022 10:18 AM
To: Paul Bullock
Cc: Evan Brewer
Subject: RE: [External Sender] Mecosta County Monitoring well testing

2,498 2021

Good Morning Paul,

We are looking to sample next Wednesday, August 31st.

The total cost will be \$2,686.50

Please let us know if this works. Have a good day!

Sincerely,

Tim Brewer
Project Manager
Mobile: 231-215-0932

Trace Analytical Laboratories
2241 Black Creek Rd
Muskegon, MI 49444



Phone: 231-773-5998 x238
Fax: 888-979-4469
Cell Phone: 231-215-0932
Website: www.trace-labs.com
E-Mail: tbrewer@trace-labs.com

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From: Paul Bullock [mailto:pbullock@mecostacounty.org]
Sent: Monday, August 15, 2022 10:20 AM

8-22-22

TO: Mecosta County Board of Commissioners
FROM: Tom Lyons, District Court Administrator
SUBJECT: District Court Probation Officer

BOARD OF COMMISSIONERS:

It's my pleasure to inform the Board that we have chosen Eric Bray to fill the District Court Probation Officer position. Eric has been an employee of the Mecosta County Sheriff's Department in Corrections for 6 years. In that position, he has dealt with many inmates in the jail; ergo, will have a good sense in how to deal with probationers. Most recently, Eric has served as a court and transport deputy, as well as provided security, for the Mecosta County Courts. As far as the job-description employment qualifications, he has his Bachelor's Degree in Criminal Justice, is LEIN certified, and will have his PBT certification soon. He is also very familiar with the system and software we use in District Court. I believe Eric is highly qualified for the job and will make a great probation officer. We look forward to him making the move from the jail to District Court. His start date will be around September 5, 2022.

Due to Mr. Bray's work experience with the Mecosta County Sheriff's Office, his employment qualifications, acumen for all the essential functions of the job, familiarity with our software, staff and systems; we are requesting the Board's concurrence with starting Mr. Bray at the three-year step of the Level 7 salary, \$48,342/year.

Thank you for your consideration,



Tom Lyons

**AMY C. CLAPP**Prosecuting Attorney
County of MecostaJonathan M. Peterson
Chief Assistant ProsecutorMecosta County Building
400 Elm Street, Room 206
Big Rapids MI 49307
Phone: (231) 592-0141
Fax: (231) 796-3050
MecostaProsLEpapers@mecostacounty.org*Office of the Prosecuting Attorney*

August 5, 2022

Mecosta County Board of Commissioners
400 Elm Street
Big Rapids Michigan 49307

RE: Prosecutor Tablet/Color Printer

Dear Commissioners:

As you are aware, our office is in a period of transition. The transition is on two fronts: personnel and technology. As we transition into a paperless office, it has become apparent of the need to replace the office tablet that was used by the former prosecutor, Brian Thiede. The tablet, being his main computer, permitted Mr. Thiede to access our files from any location while not being burdensome to haul around.

This will permit our attorney to access files in the courtroom, in the office, and at home. This will enable him to respond to late-night officer questions, typing search warrants, and attending remote hearings from any location. The tablet would also be instrumental in presenting cases in both district and circuit courts by being able to link the tablet to the monitors in both courts.

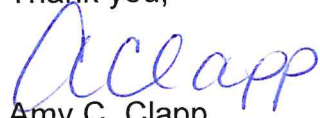
On a related note, our office needs a new color printer to keep up with our requirements for presenting a case in jury trials. As you are aware, the court has placed new requirements for us in presenting picture exhibits to juries. We need to provide each juror a copy of the picture exhibits we introduce as evidence in our case. This requirement means we must print well over 100 color photos for each trial and with two pending murder trials on the horizon, that number will increase significantly. Our current printer is not capable of doing this and has required us to get color copies from elsewhere for past trials.

RECEIVED
AUG 18 2022
BOARD OF
COMMISSIONERS

We have funds available for both of these purchases in a Prosecutorial Deferral account. The costs of both of these requests are attached to this letter. With our office soon to be down to one attorney, the tablet is an absolute need for him to continue the fine work of the office.

Please advise me if this proposal is acceptable.

Thank you,

A handwritten signature in blue ink that reads "A. Clapp". The signature is fluid and cursive, with the first letter of each name being capitalized and prominent.

Amy C. Clapp
Prosecuting Attorney

Nicole Marshall

From: Tim Moslener
Sent: Friday, August 5, 2022 6:05 AM
To: Nicole Marshall
Subject: RE:

OK, some numbers:

For the surface tablet and docking station/accessories:

#1YK-00001 Microsoft Surface Pro 7+ Tablet - 12.3" - Core i7 11th Gen i7-1165G7 Quad-core (4 Core) 4.70 GHz - 16 GB RAM - 512 GB SSD - Windows 10 Pro \$1763.70

#FFQ-00141 Microsoft Signature Type Cover Keyboard/Cover Case Microsoft Surface Pro Light Charcoal \$136.95

#PF3-00005 Microsoft Surface Dock - for Notebook/Tablet PC - USB 3.0 - 4 x USB Ports - 4 x USB 3.0 - Network (RJ-45) - 2 x Mini DisplayPort \$170.60

#MDP2DPMM6 StarTech.com 6ft (2m) Mini DisplayPort to DisplayPort 1.2 Cable, 4K \$16.50 (2) \$33.00

#TBT260 Targus Intellect TBT260 Carrying Case (Slipcase) for 14" Notebook - Black - Nylon Body - Shoulder Strap, Handle - 11" Height x 15.5" Width x 3.3" Depth \$32.25

For the printer (the only difference in supplies is the high yield vs standard yield). If it were up to me I would have ordered you a color copier and that would take care of everything

#W1Y44A HP Color LaserJet Pro M454dn - Printer - color - Duplex - laser - A4/Legal - 38400 x 600 dpi - up to 27 ppm (mono) / up to 27 ppm (color) - capacity: 300 sheets - USB 2.0, Gigabit LAN \$628.00

There are High and Standard yield.

High Yield color 6000 pages yellow, magenta, cyan \$218.00 each. High yield Black 7500 pages \$161.00

Standard Color 2100 pages \$103.00 Standard black 2400 pages \$79.60

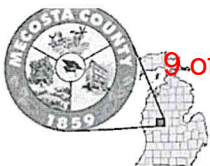
-----Original Message-----

From: Nicole Marshall <nmarshall@mecostacounty.org>
Sent: Thursday, August 4, 2022 11:55 AM
To: Tim Moslener <tim.moslener@cityofbr.org>
Subject: RE:

He said that would be very convenient and would prefer it actually. That is what Brian did with the last one too. I would assume it will need a VPN so he can use anywhere? Like if he is at Devos for a few days?

-----Original Message-----

From: Tim Moslener <tim.moslener@cityofbr.org>
Sent: Thursday, August 4, 2022 11:49 AM
To: Nicole Marshall <nmarshall@mecostacounty.org>



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FC - 4

Mecosta County Community Corrections

400 Elm Street Room 204
Big Rapids, MI 49307

Phone: (231) 592-0126
Fax: (231) 592-0123

Angie Gray: Director

August 22, 2022

To: Finance

From: Angie Gray

Re: Computer Purchase

To Whom It May Concern:

I would like to request approval to purchase a computer that is in our office. The current computer is used for tether downloads and it very important part of our tether program. It is extremely old and needs to be rebooted on a regular basis. The estimated cost for this replacement is \$1,285.60. The funding for this purchase would be covered by the revenue that we receive throughout the year from the tethers.

Thank You,

Angie Gray

Angie Gray
Director of Community Corrections

Paul Bullock

From: Lori Helmer <forksupervisor@gmail.com>
Sent: Friday, August 26, 2022 2:27 PM
To: Paul Bullock
Subject: [External Sender] 2022/23 Road Project Program

Dear Mr. Bullock and Mecosta County Board of Commissioners:

My name is Lori Helmer. I am the Fork Township Supervisor. We are very appreciative that the Mecosta County Board of Commissioners is providing funding through the 2022/23 Road Project Program for the townships in our county.

As you may be aware, the Fork Township Board, based upon recommendations from its road committee, has been actively pursuing an initiative to utilize our road millage funds to focus on gravel road improvements over the past several years. The gravel road projects are contracted through the Mecosta County Road Commission utilizing township-owned gravel. Fork Township has its own gravel pit located at 22425 30th Avenue in Sears, and we contract with Halliday Sand and Gravel, Inc. (1128 Federal Avenue, Houghton Lake, MI) to process the gravel used for these projects.

We are aware that in order to receive the \$62,500 from your road program, we must match that amount for 2022 or 2023 road projects contracted through the Mecosta County Road Commission. Fork Township has contracted with Halliday Sand and Gravel to process 11,500 yards of gravel at a total cost of \$64,515 to use on 6.75 miles of gravel road projects contracted with the Mecosta County Road Commission for completion in 2023. The gravel will be processed yet this fall, and we would like to process an additional 11,500 yards for use on additional gravel road projects.

We are requesting that \$62,500 of the gravel processing cost be approved as our matching funds for your road project program. Please be assured that Fork Township road millage funds will be used to pay for our gravel processing and that the processed gravel will be used exclusively for gravel road projects.

Thank you for your consideration of our request.

Sincerely,

Lori Helmer

--
Lori Helmer
Supervisor, Fork Township
(231) 349-2803



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ConsensusDocs® 415
STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND DESIGN-BUILDER (Lump Sum Price)

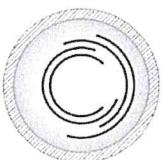


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ConsensusDocs® 415

STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND DESIGN-BUILDER (Lump Sum Price)

TABLE OF ARTICLES

1. AGREEMENT
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5. SUBCONTRACTS
6. CONTRACT TIME
7. CONTRACT PRICE
8. CHANGES IN THE WORK
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10. INDEMNITY, INSURANCE, AND BONDS
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12. DISPUTE MITIGATION OR RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

Job Number: []

Account Code: []

This Agreement is made this [] Day of [] in the year [], by and between the

OWNER: [] Mecosta County Board of Commissioners, 400 Elm St., Big Rapids, MI 49307

and the

DESIGN-BUILDER: [] Granger Construction Company, Inc., 6267 Aurelius Rd, Lansing, MI 48911

Tax identification number (TIN): [] 38-1620255

Contractor Licensing No., if applicable: [] 2101191836

Design Professional Licensing No. in the State of the Project: [] 6201034448
for services in connection with the following:

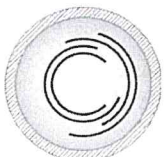
PROJECT: [] Mecosta County Jail Dorm Renovation Project

ARTICLE 2 GENERAL PROVISIONS

2.1 TEAM RELATIONSHIP Each Party agrees to act on the basis of trust, good faith, and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Neither Design-Builder nor any of its agents or employees shall act on behalf of or in the name of Owner unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest; (b) promptly disclose to the other Party any conflicts of interest which may arise. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents,



officers and employees, Design Professional, Subcontractors, Subsubcontractors, Suppliers or Others, to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Architectural and engineering services shall be procured from licensed, independent design professionals retained by Design-Builder or furnished by licensed employees of Design-Builder, as permitted by the Law. The person or entity providing architectural and engineering services shall be referred to as Design Professional. If Design Professional is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between Design-Builder and Design Professional.

2.3.1 STANDARD OF CARE Design Professional shall furnish and provide the architectural and engineering services necessary to design the Project in accordance with Owner's requirements, as outlined in Owner's Program and other relevant data defining the Project. The architectural and engineering services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, and complexity, during the time in which the Services are provided.

2.4 DEFINITIONS

2.4.1 "Agreement" means this ConsensusDocs 415 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Lump Sum Price), as modified, amendments, exhibits, addenda, and attachments made part of this Agreement upon its execution.

~~2.4.1.1 EXHIBIT A: Agreement establishing Fast-Track Approach and Construction Schedule,~~
~~[] pages.~~

~~EXHIBIT B: Basis of Design/Owner's Program.~~

~~2.4.1.1 EXHIBIT C: Labor Relations. Intentionally deleted.~~

2.4.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.3 A "Change Order" is a written order signed by Owner and Design-Builder after execution of this Agreement, indicating changes in the scope of the Work or Contract Time, including substitutions proposed by Design-Builder and accepted by Owner.

2.4.4 "Construction Schedule" is the document prepared by Design-Builder that specifies the dates on which Design-Builder plans to begin and complete various parts of the construction phase services Work, and the Project, including dates on which information and approvals are required from Owner.

2.4.5 The "Contract Documents" consist of those documents identified in §14.1.

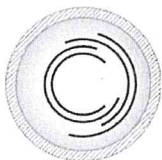
2.4.6 The "Contract Time" is the period between the Date of Commencement and total time authorized to achieve Final Completion.

2.4.7 "Day" means calendar day.

2.4.8 "Date of Commencement" is as provided for in §6.1.

2.4.9 "Defective Work" is any portion of the Work not in conformance to the requirements of the Contract Documents.

2.4.10 "Final Completion" occurs on the date when Design-Builder's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable.



2.4.11 A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up.

2.4.12 "Interim Directive" is any written order containing Work instructions that is signed by Owner after execution this Agreement and before Substantial Completion to the Work directed by Owner.

2.4.13 "Law" means a federal, state or local law, ordinance, code, rule, or regulation applicable to the Work with which Design-Builder must comply that are enacted as of the Agreement date.

2.4.14 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.4.15 "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder's employees in Design-Builder's principal and branch offices; (b) general and administrative expenses of Design-Builder's principal and branch offices including charges against Design-Builder for delinquent payments; and (c) Design-Builder's capital expenses, including interest on capital used for the Work.

2.4.16 The "Owner" is the person or entity identified in ARTICLE 1, and includes Owner's representative.

2.4.17 The "Owner's Program" is a description of Owner's objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, together with Schematic Design Documents which shall include drawings, outline specifications, and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite.

2.4.18 The "Parties" are collectively Owner and Design-Builder.

2.4.19 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by Owner or Others.

2.4.20 "Project schedule" A schedule that shows the timing and sequencing of the design and construction required to meet the time criteria set forth in Owner's Program. The Project includes the Construction Schedule and is coordinated with design phase service activities.

2.4.21 A "Subcontractor" is a person or entity retained by Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or any separate contractor employed by Owner or any separate contractor's subcontractors.

2.4.22 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by The Parties.

2.4.23 A "Subsubcontractor" is a party or entity who has an agreement with a Subcontractor or other Subsubcontractor, or Supplier to perform any portion of the Work or to supply material or equipment.



2.4.24 A "Supplier" is a person or entity retained by Design-Builder to provide material and equipment for the Work.

2.4.25 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.26 The "Work" is the design services procured in accordance with §3.1, the construction services provided in accordance with §3.2, additional services in accordance with §3.11, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.27 "Worksite" means the geographical area of the Project location mentioned in ARTICLE 1 where the Work is to be performed

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

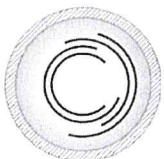
3.1 DESIGN SERVICES Pursuant to a mutually agreeable schedule, Design-Builder shall submit for Owner's written approval, as applicable, Design Development Documents or Construction Documents, based on the Contract Documents in existence at the time of the execution of this Agreement or any further development of Contract Documents that have been approved in writing by Owner.

3.1.1 If required, the Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. When Design-Builder submits the Design Development Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Design Development Documents approved by Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion.

3.1.2 The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall be based upon codes, laws, or regulations enacted at the time of their preparation. When Design-Builder submits the Construction Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents or the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Construction Documents approved by Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion. Construction shall be in accordance with the approved Construction Documents. One set of these documents shall be furnished to Owner before commencing construction.

3.1.3 OWNERSHIP OF DOCUMENTS

3.1.3.1 OWNERSHIP OF TANGIBLE DOCUMENTS Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information (hereinafter "Documents") prepared, provided or procured by Design-Builder, its Design Professional, Subcontractors, or consultants and distributed to Owner for this Project, upon the making of final payment to Design-Builder or in the event of termination under ARTICLE 11, upon payment for all sums due to Design-Builder pursuant to ARTICLE 11.



Owner's acquisition of the copyright shall be subject to Owner's making of all payments required by this Agreement.

3.1.3.2 COPYRIGHT The Parties agree that Owner ☐ shall/ ☒ shall not obtain ownership of the copyright of all Documents. Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by §3.1.3.1 and the payment of the fee reflecting the agreed value of the copyright set forth below:

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with Design-Builder.

3.1.3.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 11, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under §3.1.3.1, provided payment has been made pursuant to §3.1.3.1

3.1.3.4 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. Owner's use of the Documents without Design-Builder's involvement or on other projects is at Owner's sole risk, except for Design-Builder's indemnification obligations, and Owner shall indemnify and hold harmless Design-Builder, its Design Professional, Subcontractors, and consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from any such prohibited use.

3.1.3.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where Design-Builder has transferred its copyright interest in the Documents under §3.1.3.1, Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

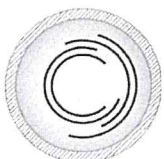
3.1.3.6 Design-Builder shall obtain from its Design Professional, Subcontractors, and consultants rights and rights of use that correspond to the rights given by Design-Builder to Owner in this Agreement, and Design-Builder shall provide evidence that such rights have been secured.

3.2 CONSTRUCTION SERVICES

3.2.1 Construction will commence upon the issuance by Owner of a written notice to proceed.

3.2.2 In order to complete the Work, Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.

3.2.3 COMPLIANCE WITH LAW Design-Builder shall give all notices and comply with all Laws at its own costs. Design-Builder shall be liable to Owner for all loss, cost, and expense attributable to any acts or omissions by Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including Owner, is received.



3.2.3.1 CHANGES IN LAW The Contract Price or Contract Time, or both shall be equitably adjusted by Change Order for additional costs or time needed resulting from any change in Law, including increased taxes, enacted after the date of this Agreement

3.2.4 Design-Builder shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from Owner. It shall be revised as required by the conditions of the Work.

3.2.5 Design-Builder shall obtain and Owner shall pay for, in addition to the Contract Price, for the building permits necessary for the construction of the Project.

3.2.6 Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. Owner shall be afforded access to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Change Order work performed on the basis of actual cost. Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.

3.2.7 Design-Builder shall provide periodic written reports to Owner on the progress of the Work in such detail as is required by Owner and as agreed to by The Parties.

3.2.8 Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.2.9 Design-Builder shall prepare and submit to Owner either:

- ☐ final marked up as-built drawings
- ☒ updated electronic data

that generally document how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to this Agreement.

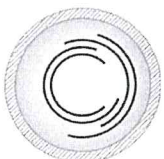
3.3 CONSTRUCTION SCHEDULE Design-Builder shall prepare and submit a Schedule of Work for Owner's acceptance and written approval. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from Owner. The Schedule shall be revised on a monthly basis or as mutually agreed by the Parties.

3.4 SAFETY OF PERSONS AND PROPERTY

3.4.1 SAFETY PRECAUTIONS AND PROGRAMS Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

3.4.2 Design-Builder shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.4.2.1 its employees and other persons at the Worksite;



3.4.2.2 materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

3.4.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.4.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE Design-Builder shall designate an individual at the Worksite in the employ of Design-Builder who shall act as Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by Design-Builder in writing to Owner, the designated safety representative shall be Design-Builder's project superintendent. Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to Owner. When Design-Builder is required to file an accident report with a public authority, Design-Builder shall furnish a copy of the report to Owner.

3.4.4 Design-Builder shall provide Owner with copies of all notices required of Design-Builder by Law. Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

3.4.5 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Design-Builder, or anyone for whose acts Design-Builder may be liable, shall be promptly remedied by Design-Builder. Damage or loss attributable to the acts or omissions of Owner or Others and not to Design-Builder shall be promptly remedied by Owner.

3.4.6 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Design-Builder's safety program, may require Design-Builder to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Design-Builder does not adopt corrective measures, Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. Design-Builder agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion based on Design-Builder's compliance with Owner's reasonable request.

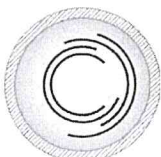
3.5 EMERGENCIES In any emergency affecting the safety of persons or property, Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Substantial Completion, or the Date of Final Completion, on account of emergency work shall be determined as a Change Order.

3.6 HAZARDOUS MATERIAL

3.6.1 Design-Builder shall not be obligated to commence or continue Work until all Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.6.2 If after commencing the Work, Hazardous Material is discovered at the Project, Design-Builder shall be entitled to immediately stop Work in the affected area. Design-Builder shall report the condition to Owner and, if required, the government agency with jurisdiction.

3.6.3 Design-Builder shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction. Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.



3.6.4 If Design-Build incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Design-Build shall be entitled to an equitable adjustment in the Contract Price or the date of Substantial Completion.

3.6.5 To the extent not caused by the negligent or intentionally wrongful acts or omissions of Design-Build, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall indemnify and hold harmless Design-Build, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, to the extent permitted pursuant to §6.5, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.7 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Design-Build, Subcontractors, Owner or Others, shall be maintained at the Project by Design-Build and made available to Owner and Subcontractors.

3.7.1 During Design-Build's performance of the Work, Design-Build shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Design-Build. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Design-Build if such materials or substances are required by the Contract Documents.

3.7.2 §3.6 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

3.8 WARRANTY

3.8.1 Design-Build warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion.

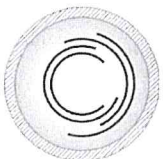
3.8.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems, or materials incorporated in the Work are specified by Owner but purchased by Design-Build and are inconsistent with selection criteria that otherwise would have been followed by Design-Build, Design-Build shall assist Owner in pursuing warranty claims. **ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

3.8.3 Design-Build shall secure required certificates of inspection, testing, or approval and deliver them to Owner.

3.8.4 Design-Build shall collect all written warranties and equipment manuals and deliver them to Owner in a format directed by Owner.

3.8.5 With the assistance of Owner's maintenance personnel, Design-Build shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.9 CORRECTION OF WORK WITHIN ONE YEAR



3.9.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, if any Defective Work is found, Owner shall promptly notify Design-Builder in writing. Unless Owner provides written acceptance of the condition, Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Design-Builder or give Design-Builder an opportunity to test or correct Defective Work as reasonably requested by Design-Builder, Owner waives Design-Builder's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of Work is complete. Correction periods shall not be extended by corrective work performed by Design-Builder.

3.9.3 If Design-Builder fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, Design-Builder shall pay the difference to Owner.

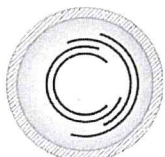
3.9.4 Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Design-Builder and allow Design-Builder an opportunity to correct the Work if Design-Builder elects to do so. If Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Design-Builder does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Design-Builder, Owner shall promptly provide Design-Builder with an accounting of the correction costs it incurs.

3.9.5 If Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Design-Builder shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Design-Builder's other obligations under the Contract Documents.

3.9.7 Before final payment, at Owner's option and with Design-Builder's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.10 CONFIDENTIALITY Design-Builder shall treat as confidential and not disclose to third-persons, except Subcontractors, Subsubcontractors, and Design Professional as is necessary for the performance of the Work, or use for its own benefit any of Owner's developments, confidential information, know-how, discoveries, production methods, and the like that may be disclosed to Design-Builder or which Design-Builder may acquire in connection with the Work. Owner shall treat as confidential information all of Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to Owner in connection with the performance of this Agreement. The Parties shall each specify those items to be treated as confidential and shall mark them as "Confidential." Confidentiality obligations do not



supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

3.11 ADDITIONAL SERVICES Design-Builder shall provide or procure the following Additional services upon the request of Owner. A written agreement between The Parties shall define the extent of such Additional services. Such Additional services shall be considered a Change in the Work, unless they are specifically included in §3.1 or §3.2.

3.11.1 Assisting in the developing Owner's Program, establishing the Project budget, investigating sources of financing, general business planning, and other information and documentation as may be required to establish the feasibility of the Project;

3.11.2 Consultations, negotiations, and documentation supporting the procurement of Project financing;

3.11.3 Surveys, site evaluations, legal descriptions, and aerial photographs;

3.11.4 Appraisals of existing equipment, existing properties, new equipment, and developed properties;

3.11.5 Soils, subsurface, and environmental studies, reports, and investigations required for submission to governmental authorities or others having jurisdiction over the Project;

3.11.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits;

3.11.7 Investigation or making measured drawings of existing conditions or the verification of Owner-provided drawings and information;

3.11.8 Artistic renderings, models, and mockups of the Project or any part of the Project or the Work;

3.11.9 Inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Project;

3.11.10 Interior design and related services including procurement and placement of furniture, furnishings, artwork, and decorations;

3.11.11 Making revisions to design documents after they have been approved by Owner when revisions are due to causes beyond the control of Design-Builder. Causes beyond the control of Design-Builder do not include acts or omissions on the part of Subcontractors, Subsubcontractors, or Design Professional;

3.11.12 Design, coordination, management, expediting, and other services supporting the procurement of materials to be obtained, or work to be performed, by Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems, and other specialty systems which are not a part of this Agreement;

3.11.13 Estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of Design-Builder;

3.11.14 The premium portion of overtime work ordered by Owner including productivity impact costs, other than that required by Design-Builder to maintain the Schedule of Work;



- 3.11.15 Out-of-town travel by Design Professional in connection with the Work, except between Design Professional's office, Design-Builder's office, Owner's office, and the Project site;
- 3.11.16 Obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial startup;
- 3.11.17 Services for tenant or rental spaces not required by this Agreement;
- 3.11.18 services requested by Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice;
- 3.11.19 Except when Design Professional is a party to the proceeding, serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project;
- 3.11.20 document reproduction exceeding the limits provided for in this Agreement;
- 3.11.21 providing services relating to Hazardous Material discovered at the Worksite;
- 3.11.22 acting as a Green Building Facilitator as identified in the ConsensusDocs 310 Green Building Addendum or separate addenda, which, at a minimum, shall include: (a) coordinating and facilitating the achievement of elected green measures and green status, such as achieving Leadership in Energy and Environmental Design "LEED" certification; (b) identifying, preparing, and submitting necessary documentation for elected green status; and (c) identifying project participants responsible to complete physical and procedural green measures;
- 3.11.23 performing formal commissioning services; and
- 3.11.24 other services as agreed to by the Parties and identified in an attached exhibit.

3.12 DESIGN-BUILDER'S REPRESENTATIVE Design-Builder shall designate a person who shall be Design-Builder's authorized representative. Design-Builder's Representative is Todd Butler.

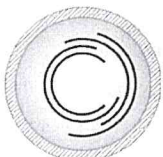
ARTICLE 4 OWNER'S RESPONSIBILITIES

0.1 INFORMATION AND SERVICES PROVIDED BY OWNER Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner.

0.2 FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of Design-Builder, Owner shall provide Design-Builder evidence of Project financing. Evidence of such financing shall be a condition precedent to Design-Builder's commencing or continuing the Work. Design-Builder shall be notified before any material change in Project financing.

0.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, Owner shall provide at Owner's expense and with reasonable promptness:

- 0.3.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;
- 0.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;
- 0.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and



4.3.4 any other information or services requested in writing by Design-Builder which are required for Design-Builder's performance of the Work and under Owner's control.

4.4 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Design-Builder's written request, Owner shall provide Design-Builder with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the record legal title.

4.5 RESPONSIBILITIES DURING DESIGN

~~4.5.10.5.1~~ Owner shall review and approve further development of the drawings and specifications as set forth in ARTICLE 3.

~~4.6.10.6~~ RESPONSIBILITIES DURING CONSTRUCTION

~~4.6.10.6.1~~ Owner shall review the Construction Schedule, timely approve milestone dates set forth, and timely respond to its obligations.

~~4.6.20.6.2~~ If Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, Owner shall give prompt written notice to Design-Builder. The failure of Owner to give such notice shall not relieve Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

~~4.6.30.6.3~~ Owner shall have no contractual obligations to Subcontractors, suppliers, or Design Professional.

~~4.6.40.6.4~~ Owner shall provide insurance for the Project as provided in ARTICLE 10.

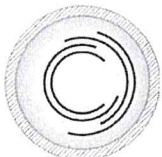
0.7 TAX EXEMPTION If in accordance with Owner's direction Design-Builder claims an exemption for taxes, Owner shall indemnify and hold Design-Builder harmless from all liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's direction.

0.8 ELECTRONIC DOCUMENTS If Owner requires that The Parties exchange documents and data in electronic or digital form, before any such exchange, The Parties shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate agreement, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

0.9 Owner's Representative is [redacted], Kevin Wood. Owner's representative shall: (a) be fully acquainted with the Project; (b) agree to furnish the information and services required of Owner in a timely manner; and (c) have the authority to bind Owner in all matters requiring Owner's approval, authorization or written notice. If Owner changes its representative or the representative's authority as listed above, Owner shall notify Design-Builder in writing in advance.

ARTICLE 5 SUBCONTRACTS

5.1. RETAINING SUBCONTRACTORS Design-Builder shall not retain any Subcontractor or Supplier to whom Owner has a reasonable and timely objection, provided that Owner agrees to increase the Contract Price for any additional costs incurred by Design-Builder as a result of such objection. Owner may



propose subcontractors to be considered by Design-Builder. Design-Builder shall not be required to retain any subcontractor to whom Design-Builder has a reasonable objection.

5.2. MANAGEMENT OF SUBCONTRACTORS Design-Builder shall be responsible for the management of Subcontractors in the performance of their work.

5.3. CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS

5.3.1. If this Agreement is terminated, each subcontract agreement shall be assigned by Design-Builder to Owner, subject to the prior rights of any surety, provided that:

5.3.1.1. this Agreement is terminated by Owner pursuant to §11.2 or §11.3; and

5.3.1.2. Owner accepts such assignment, after termination by notifying the Subcontractor and Design-Builder in writing, and assumes all rights and obligations of Design-Builder pursuant to each subcontract or supply agreement.

5.3.2. If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

5.4. BINDING OF SUBCONTRACTORS AND SUPPLIERS Design-Builder agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its Subsubcontractors and significant Suppliers) to all the provisions of this Agreement and the Contract Documents' applicable provisions to that portion of the Work.

ARTICLE 6 CONTRACT TIME

6.1. DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below [____]. The Work shall proceed in general accordance with the Project Schedule which may be amended in accordance with this Agreement.

6.2. SUBSTANTIAL COMPLETION/FINAL COMPLETION

6.2.1. Substantial Completion of the Work shall be achieved in [____] Three Hundred One (301) Days from the Date of Commencement. Unless otherwise specified, the Work shall be finally complete within [____] forty (40) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

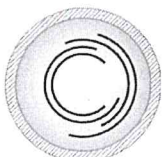
6.2.2. Time is of the essence with regards to the obligations of the Contract Documents.

6.2.3. The Date of Final Completion of the Work is [____] or within [____] forty (40) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

6.2.4. Unless otherwise instructed by an Interim Directive, Design-Builder shall not knowingly commence the Work before the effective date of insurance required to be provided by Design-Builder.

6.3. DELAYS AND EXTENSIONS OF TIME

6.3.1. If Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Design-Builder, Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of Design-Builder include, but are not limited to, the following: (a) acts or omissions of Owner or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or



arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Design-Build; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Design-Build shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 8.

6.3.2. In addition, if Design-Build incurs additional costs as a result of a delay that is caused by acts or omissions of Owner or Others, changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by Design-Build or concealed or unknown conditions, delay authorized by Owner pending dispute resolution, and suspension by Owner under §ARTICLE 11, Design-Build shall be entitled to an equitable adjustment in the Contract Price subject to §6.5.

6.3.3. In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.4. LIQUIDATED DAMAGES

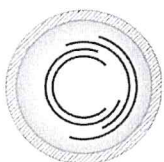
6.4.1. SUBSTANTIAL COMPLETION The Parties agree that this Agreement ☐ shall/ ☒ shall not provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.4.1.1. Design-Build understands that if the Date of Substantial Completion as may be amended by subsequent Change Order, is not attained, Owner will suffer damages which are difficult to determine and accurately specify. Design-Build agrees that if the Date of Substantial Completion is not attained, Design-Build shall pay Owner ☐ Zero dollars (\$☐)-(\$0) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.4.2. FINAL COMPLETION Owner and Design-Build agree that this Agreement ☐ shall/ ☒ shall not provide for the imposition of liquidated damages based on the Date of Final Completion.

6.4.2.1. Design-Build understands that if the Date of Final Completion is not attained, Owner will suffer damages which are difficult to determine and accurately specify. Design-Build agrees that if the Date of Final Completion is not attained, Design-Build shall pay Owner ☐ Zero dollars (\$☐)-(\$0) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.4.3. OTHER LIQUIDATED DAMAGES Owner and Design-Build may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.



6.5. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.4 and excluding losses covered by insurance required by the Contract Documents, Owner and Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency.

6.5.1. The following items of damages are excluded from this mutual waiver:

6.5.2. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. Owner and Design-Builder shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 CONTRACT PRICE

The Contract Price is Five Hundred Thirty Eight Thousand, Two Hundred Forty Six dollars (\$) (\$538,246) subject to adjustment as provided in ARTICLE 8.

ARTICLE 8 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Interim Directive, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1. CHANGE ORDERS

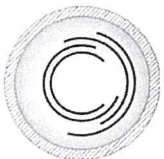
8.1.1. Design-Builder may request or Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price or the Date of Substantial Completion or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article. Each adjustment in the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design services.

8.1.2. The Parties shall negotiate an appropriate adjustment to Contract Price or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.

8.1.3. NO OBLIGATION TO PERFORM Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or a written Interim Directive has been issued.

8.2. INTERIM DIRECTIVE

8.2.1. Owner may issue an Interim Directive directing a change in the Work before agreeing on an adjustment, if any, in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services or directing Design-Builder to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Design-Builder shall perform the disputed Work and furnish



Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

8.2.2. The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design services, arising out of Interim Directive. As the changed work is completed, the Design Builder shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) Days of the issuance of the Interim Directive. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work.

8.2.3. If the Parties agree upon the adjustments in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives issued since the last Change Order.

8.3. MINOR CHANGES IN THE WORK

8.3.1. Design-Build may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

8.3.2. Design-Build shall promptly inform Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by Design-Build.

8.4. CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Design-Build shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Design-Build is to proceed. Design-Build shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in this ARTICLE 8.

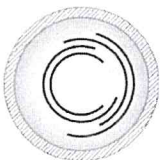
8.5. DETERMINATION OF COST

8.5.1. An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

8.5.1.1. unit prices set forth in this Agreement or as subsequently agreed;

8.5.1.2. a mutually accepted, itemized lump sum; or

8.5.1.3. COST OF THE WORK Cost of the Work as defined by this §8.5.1.3 plus []%-10% for Overhead and []%-5% for profit. "Cost of the Work" shall include the following costs reasonably incurred to perform a change in the Work:



8.5.1.3.1. Labor wages directly employed by Design-Builder performing the Work;

8.5.1.3.2. Salaries of Design-Builder's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office as mutually agreed by the Parties in writing;

8.5.1.3.3. Cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under Design-Builder's standard personnel policy, insofar as such costs are paid to employees of Design-Builder who are included in the Cost of the Work in §8.5.1.3.1 and §8.5.1.3.2;

8.5.1.3.4. Reasonable transportation, travel, and hotel expenses of Design-Builder's personnel incurred in connection with the Work;

8.5.1.3.5. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling;

8.5.1.3.6. Payments made by Design-Builder to Subcontractors for performed Work;

8.5.1.3.7. Fees and expenses for design services procured or furnished by Design-Builder

8.5.1.3.8. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of Design-Builder;

8.5.1.3.9. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Design-Builder or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Design-Builder or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

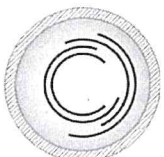
8.5.1.3.10. Cost of the premiums for all insurance and surety bonds which Design-Builder is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.5.1.3.11. Sales, use, gross receipts or other taxes, tariffs, or duties related to the Work for which Design-Builder is liable;

8.5.1.3.12. Permits, fees, licenses, tests, and royalties;

8.5.1.3.13. Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work, provided that such did not arise from Design-Builder's negligence-

8.5.1.3.14. Water, power, and fuel costs necessary for the changed Work;



8.5.1.3.15. Cost of removal of all nonhazardous substances, debris, and waste materials;

8.5.1.3.16. Costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the changed Work

8.5.1.3.17. DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Design-Builder, all cash discounts shall accrue to Design-Builder. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work;

8.5.1.3.18. COST REPORTING Design-Builder shall maintain complete and current records that comply with generally accepted accounting principles and calculate the Cost of Work. Owner shall be afforded access to Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to requested payment for Cost of the Work. Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by Law;

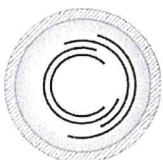
8.5.1.3.19. COST AND SCHEDULE ESTIMATES Design-Builder shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy.

8.5.1.3.20. Cost of the Work pursuant to §8.5.1.3 is determined net of savings from the change. Design-Builder's Overhead and profit shall be added to any net increase in Cost of the Work. No Overhead and profit shall be applied to any net decrease in the Cost of the Work that is less than ten (10) percent of the Contract Price. Overhead and profit shall be applied to any net decrease ten (10) percent or more. Design-Builder shall maintain a documented, itemized accounting evidencing expenses and savings.

8.5.2. If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design-Builder, such unit prices shall be equitably adjusted.

8.5.3. If Owner and Design-Builder disagree as to whether work required by Owner is within the scope of the Work, Design-Builder shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations. If Owner issues a written order for Design-Builder to proceed, Design-Builder shall perform the disputed work and Owner shall pay Design-Builder fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.6. CHANGES NOTICE For any claim for an increase in the Contract Price or an extension in the Date of Substantial Completion or the Date of Final Completion, Design-Builder shall give Owner written notice of the claim within twenty-one (21) Days after the occurrence giving rise to the claim or within twenty-one (21) Days after Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by Owner, but which do not



proceed, shall be made within twenty-one (21) Days after the decision is made not to proceed. Thereafter, Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Design-Builder's claim no later than fourteen (14) Days after receipt of Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of Design-Builder's claim. Any change in Contract Price or the Date of Substantial Completion or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

8.7. INCIDENTAL CHANGES Owner may direct Design-Builder to perform incidental changes in the Work upon concurrence with Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Design-Builder. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1. PROGRESS PAYMENT

9.1.1. Before submitting the first application for payment, Design-Builder shall provide a Schedule of Values satisfactory to Owner, consisting of a breakdown of the Contract Price, with a separate line item for Design services.

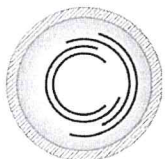
9.1.2. On or before the 5th Day of each month after the Work has commenced, Design-Builder shall submit to Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by Design-Builder of bills of sale and applicable insurance or such other procedures satisfactory to Owner to establish Owner's title to such materials, or otherwise to protect Owner's interest including transportation to the site.

9.1.3. Within seven (7) Days after receipt of each monthly application for payment, Owner shall give written notice to Design-Builder of Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) Days after accepting such Application, Owner shall pay directly to Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If Owner and Design-Builder cannot agree on a revised amount, then, within fifteen (15) Days after its initial rejection in part of such application, Owner shall pay directly to Design-Builder the appropriate amount for those items not rejected by Owner for which application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

9.1.4. If Owner fails to pay Design-Builder at the time payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

9.1.5. Payments due but unpaid pursuant to §9.1.3, less any amount retained pursuant to §9.2 or §9.3, may bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

9.1.6. Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to Owner upon receipt of such payment by Design-Builder free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as "liens."



9.1.7. Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

9.1.8. Upon Substantial Completion of the Work, Owner shall pay Design-Builder the unpaid balance of the Contract Price, less a sum equal to one hundred fifty percent (150%) of Design-Builder's estimated cost of completing any unfinished items as agreed to between The Parties as to extent and time for completion. Owner thereafter shall pay Design-Builder monthly the amount retained for unfinished items as each item is completed.

9.1.9. **STORED MATERIALS AND EQUIPMENT** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the site.

9.2. **RETAINAGE** From each progress payment made before the time of Substantial Completion, Owner may retain ten percent (%) (~~10%~~) of the amount otherwise due after deduction of any amounts as provided in §9.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

9.2.1. after the Work is fifty percent (50%) complete, Owner shall withhold no additional retainage and pay Design-Builder the full amount due on account of subsequent progress payments;

9.2.2. Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.3. Owner may release retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work Owner has accepted;

9.2.4. in lieu of retainage, Design-Builder may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

9.3. **ADJUSTMENT OF AN APPLICATION FOR PAYMENT** Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Design-Builder is responsible under this Agreement:

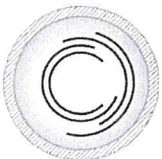
9.3.1. Design-Builder's repeated failure to perform the Work as required by the Contract Documents;

9.3.2. except as accepted by the insurer providing Builders Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Design-Builder to Owner, or others to whom Owner may be liable;

9.3.3. Design-Builder's failure to pay either Design Professional, Subcontractor or Supplier following receipt of payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Constructor in accordance with the terms of this Agreement;

9.3.4. Defective Work not corrected in a timely fashion;

9.3.5. reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid



balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by Owner as a result of the anticipated delay caused by Design-Builder;

9.3.6. reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work;

9.3.7. uninsured third-party claims involving the Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Contractor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established; and

9.3.8. uninsured third-party claims involving Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Design-Builder furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Design-Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4. OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK
Portions of the Work that are completed or partially completed may be used or occupied by Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. Design-Builder shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to Owner.

9.5. FINAL PAYMENT

9.5.1. Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, Owner may request satisfactory evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

9.5.2. In making final payment Owner waives all claims except for:

9.5.2.1. outstanding liens;

9.5.2.2. improper workmanship or defective materials appearing within one year after the date of Substantial Completion;

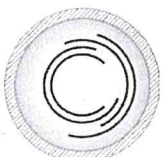
9.5.2.3. Work not in conformance with the Contract Documents; and

9.5.2.4. terms of any special warranties required by the Contract Documents.

9.5.3. In accepting final payment, Design-Builder waives all claims except those previously made in writing and which remain unsettled.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1. INDEMNITY



10.1.1. To the fullest extent permitted by law, Design-Builder shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property required to be insured under §10.3, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Design-Builder shall not be required to indemnify or hold harmless the Indemnitees for any negligent or intentionally wrongful acts or omissions of the Indemnitees. Design-Builder shall be entitled to reimbursement of any defense costs paid above Design-Builder's percentage of liability for the underlying claim to the extent provided for by the subsection below.

10.1.2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Design-Builder, its officers, directors, or members, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under §10.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by the subsection above.

10.1.3. NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Design-Builder, anyone directly or indirectly employed by Design-Builder or anyone for whose acts Design-Builder may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design-Builder under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

10.2. DESIGN-BUILDER'S LIABILITY INSURANCE

10.2.1. Before commencing the Work and as a condition for payment, Design-Builder shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Design-Builder shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Design-Builder's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

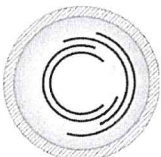
10.2.1.1. Employers' Liability Insurance

- (a) \$[] \$1,000,000 bodily injury by accident per accident
- (b) \$[] \$1,000,000 bodily injury by disease policy limit
- (c) \$[] \$1,000,000 bodily injury by disease per employee

10.2.1.2. Business Automobile Liability Insurance per accident \$[] \$1,000,000.

10.2.1.3. Commercial General Liability Insurance

- (a) Per occurrence \$[] \$1,000,000
- (b) General aggregate \$[] \$2,000,000
- (c) Products/completed operations aggregate \$[] \$1,000,000



(d) Personal and advertising injury limit \$[]\$1,000,000

10.2.2. Employers' Liability, Business Automobile Liability, and Commercial General Liability coverage required under §10.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

10.2.3. Design-Builder shall maintain in effect all insurance coverage required under §10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Design-Builder fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Design-Builder, or terminate this Agreement.

10.2.4. To the extent commercially available to Design-Builder and its current insurance company, insurance policies required under §10.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Design-Builder shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.3. PROPERTY INSURANCE

10.3.1. Unless otherwise directed in writing by Owner, before starting the Work, ~~Design-Builder~~Owner shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also: (a) name Design-Builder, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

10.3.1.1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;

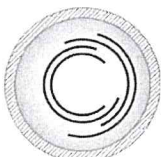
10.3.1.2. damage resulting from defective design, workmanship, or material;

10.3.1.3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

10.3.1.4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

10.3.1.5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

10.3.1.6. physical loss resulting from Terrorism.



10.3.2. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Design-Builder has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner Design-Builder shall provide a copy of the property policy or policies obtained in compliance with §10.3.1.

10.3.3. If Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §10.3.1, then Owner shall give written notice to Design-Builder and the Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §10.3.1. Owner may then provide insurance to protect its interests and the interests of the Design-Builder, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

10.3.4. The Parties waive all rights against each other and their respective employees, agents, contractors, subcontractors and subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

10.3.5. To the extent of the limits of Design-Builder's CGL specified in §10.2.1.3 or [] dollars (\$[]), whichever is more, Design-Builder shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of Design-Builder, Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

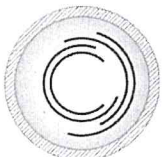
10.3.6. RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 until the Date of Final Completion.

10.4. ADDITIONAL GENERAL LIABILITY COVERAGE

10.4.1. Owner ☐ shall/ ☒ shall not require Design-Builder to purchase and maintain additional liability coverage.

10.4.2. If required by the above subsection, the additional liability coverage required of Design-Builder shall be:

☐ Additional Insured. Owner shall be named as an additional insured on Design-Builder's Commercial General Liability Insurance specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, or those acting on Design-Builder's behalf, in the performance of



Design-Builder's Work for Owner at the Worksite. The insurance of the Subcontractor shall be primary and non-contributory to any insurance available to the Additional Insureds.

☐ OCP. Design-Builder shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on Commercial General Liability Insurance specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Design-Builder by increasing the contract price to correspond to the actual cost required to purchase and maintain the additional liability coverage.

Before commencing the Work, Design-Builder shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

10.5. ROYALTIES, PATENTS, AND COPYRIGHTS Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Design-Builder and incorporated in the Work. Design-Builder shall indemnify and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to indemnify and hold Design-Builder harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner.

10.6. PROFESSIONAL LIABILITY INSURANCE Design-Builder shall obtain, either itself or through Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

☒ Practice Policy or ☐ Project Specific Coverage

written for not less than \$[] \$1,000,000 per claim and in the aggregate with a deductible not to exceed \$[]. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by Design Professional. This coverage shall be continued in effect for [] 2 year(s) after the Date of Substantial Completion.

10.7. BONDING

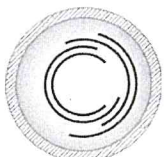
10.7.1. Performance and Payment Bonds ☒ are/ ☐ are not required of Design-Builder. Such bonds shall be issued by a surety licensed in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause.

10.7.2. Such Performance Bond shall be issued in the penal sum equal to one hundred percent (100%) of the:

☒ Contract price, including design and construction.

☐ Agreed estimated construction cost of the Project as reflected in the Schedule of Values.

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to §10.2 and §10.3, whether or not such insurance is provided or in an amount sufficient to cover such damages.



10.7.3. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. Design-Builder's payment bond for the Project, if any, shall be made available by Owner or Design-Builder upon Subcontractor's written request.

10.7.4. Design-Builder shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the Contract Price or the Dates of Substantial Completion or Final Completion, though Design-Builder shall require that its surety waives any requirement to be notified of any alteration or extension of time.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1. SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1. Owner may order Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as Owner may determine to be appropriate for its convenience.

11.1.2. Adjustments caused by suspension, delay, or interruption shall be made for increases in the Contract Price or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if Design-Builder is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

11.2. NOTICE TO CURE A DEFAULT

11.2.1. If Design-Builder persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Construction Schedule, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Design-Builder may be deemed in default.

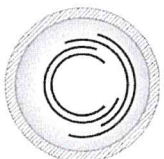
If Design-Builder fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then Owner shall give Design-Builder a second notice to correct the default within a three (3) Day period.

11.2.2. After receiving Owner's written notice, if Design-Builder fails to promptly commence and continue satisfactory correction of the default, then Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to Design-Builder; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Design-Builder the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.3. In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to Design-Builder, but shall give o Design-Builder prompt notice.

11.3. OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1. **TERMINATION BY OWNER FOR DEFAULT** Upon expiration of the second notice for default period pursuant to §12.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Design-Builder's failure to cure, including the costs to complete the Work and reasonable attorneys' fees, exceed the GMP, Design-Builder shall be liable to Owner for such excess costs. If Owner's costs are less than the GMP, Owner shall pay the



difference to Design-Builder. If Owner exercises its rights under this section, upon the request of Design-Builder, Owner shall furnish to Design-Builder a detailed accounting of the costs incurred by Owner.

11.3.2. If Design-Builder files a petition under the bankruptcy code, this Agreement shall terminate if Design-Builder or Design-Builder's trustee rejects the Agreement or, if a default occurs and Design-Builder is unable to give adequate assurance of required performance; or (c) Design-Builder is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.3.3. Owner shall make reasonable efforts to mitigate damages arising from Design-Builder's default, and shall promptly invoice Design-Builder for all amounts due.

~~11.4. TERMINATION BY OWNER FOR CONVENIENCE~~ If Owner terminates this Agreement other than as set forth in §11.1.2, Owner shall pay Design-Builder for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs. ~~In addition, Design-Builder shall be paid an amount calculated as set forth below: []~~.

~~11.4.1. If Owner terminates this Agreement before commencing construction, Design-Builder shall be paid the unpaid balance of Design-Builder's design costs as set forth in the Schedule of Values and a premium as set forth below: []~~.

~~11.4.2. If Owner terminates this Agreement after commencing construction, Design-Builder shall be paid the unpaid balance of Design-Builder's design costs as set forth in the Schedule of Values, the Construction services provided to date, reasonable attorneys' fees and costs related to termination, and a premium as set forth below: []~~.

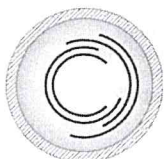
~~11.4.3-11.4.1.~~ Owner shall also pay to Design-Builder fair compensation, either by purchase or rental at the election of Owner, for all equipment retained. Owner shall assume and become liable for obligations, commitments, and unsettled claims that Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, Design-Builder shall cooperate with Owner by taking all steps necessary to accomplish the legal assignment of Design-Builder's rights and benefits to Owner, including the execution and delivery of required papers.

11.5. TERMINATION BY DESIGN-BUILDER

11.5.1. Seven (7) Days' after Owner's receipt of written notice from Design-Builder, Design-Builder may terminate this Agreement for any of the following reasons: if the Work has been stopped for a thirty (30) Day period through no fault of the Design-Builder: (a) under court order or order of other governmental authorities having jurisdiction, or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of Design-Builder, materials are not available; (c) Work is suspended by Owner for Convenience;

11.5.2. In addition, upon seven (7) Days written notice to Owner and an opportunity to cure within three (3) Days, Constructor may terminate this Agreement if Owner: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project ;(b) assigns this Agreement over Design-Builder's reasonable objection; (c) fails to pay Design-Builder in accordance with this Agreement and Design-Builder stopped Work accordingly; or (d) otherwise materially breaches this Agreement.

11.5.3. Upon termination by Design-Builder in accordance with §11.5.1, Design-Builder shall be entitled to recover from Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable damages. In



addition, Design-Builder shall be paid an amount calculated as set forth either in §9.1.144.4.1 or §9.1.144.4.2, depending on when the termination occurs, and §11.4.144.4.3.

ARTICLE 12 DISPUTE MITIGATION OR RESOLUTION

12.1. WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If Design-Builder continues to perform, Owner shall continue to make payments in accordance with the Agreement.

12.2. DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

12.3. MITIGATION If the Parties select one of the dispute mitigation procedures provided below, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in §12.5. The Parties agree that the dispute mitigation procedure shall be:

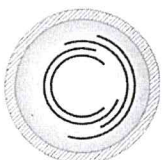
☒ Project Neutral (Neutral) or ☐ Dispute Review Board (DRB)

12.4. MITIGATION PROCEDURES As soon as practicable after Agreement execution, the Neutral or DRB shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of responsibilities, including requirements for nonbinding findings. Costs and expenses of the Neutral or DRB shall be shared equally by the Parties. The Neutral or DRB shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral or DRB to address matters in dispute between the Parties promptly and knowledgeably.

12.4.1. If the matter remains unresolved following the issuance of the nonbinding finding or such findings are not made by the mitigation procedure or if the Neutral/Board fails to issue nonbinding findings within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in §12.6.

12.4.2. If the Parties execute a DRB Addendum, then the dispute mitigation procedures and time requirements in §12.4.1 and §12.4.2. shall be governed by that DRB Addendum.

12.5. MEDIATION If direct discussions pursuant to §12.1 do not result in resolution of the matter and no dispute mitigation procedure is selected under §12.2, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation



at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

12.6. **BINDING DISPUTE RESOLUTION** If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below.

12.7. ARBITRATION.

☒ ☐ The Parties choose binding arbitration for any claim or dispute arising out of or relating to this Agreement. **EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW**, with or without a jury. Arbitration does not involve a judge or jury. Instead, an arbitrator with the power to award damages and other appropriate relief will decide claims and disputes. An arbitrator's award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having jurisdiction.

12.7.1. Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

12.7.2. The arbitration shall use the following rules:

☒ ☐ the current AAA Construction Industry Arbitration Rules and AAA administration. AAA Construction Fast Track Rules shall apply to all two-party cases when neither Party's disclosed claim or counterclaim exceeds \$250,000. If arbitration is selected but no rules are selected, then this subsection shall apply by default;

☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or

☐ the current arbitration rules of [] and administered by [].

12.8. LITIGATION

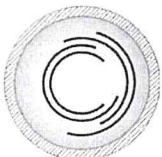
☐ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project

If not indicated, then litigation is default as opposed to arbitration.

12.8.1. **COSTS** The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

12.8.2. **VENUE** The Project location shall serve as the venue.

12.9. **MULTIPARTY PROCEEDING** The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure, if possible. Appropriate provisions shall be included



in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

12.10. LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Design-Builder that Design-Builder may have under lien laws.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1. EXTENT OF AGREEMENT Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of The Parties and not for the benefit of any third party.

13.2. ASSIGNMENT Neither Owner nor Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Design-Builder than this Agreement. In the event of such assignment, Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

13.3. GOVERNING LAW The Law in effect at the location of the Project shall govern this Agreement.

13.4. SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5. NOTICE Unless changed in writing, a Party's address indicated in ARTICLE 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service

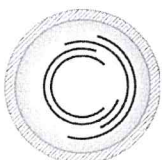
13.6. NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

13.7. TITLES AND GROUPINGS The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.8. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 14 CONTRACT DOCUMENTS

14.1. CONTRACT DOCUMENTS The Contract Documents are as follows:



- (a) This Agreement;
- (b) Basis of Design/Owner's Program;
- (c) Owner-provided information pursuant to §3.6.3 and other Owner information identified as intended to be a contract document;
- (d) The Schematic Design Documents upon Owner approval pursuant to §2.4.17;
- (e) The Design Development Documents upon Owner approval pursuant to §3.1;
- (f) The Construction Documents upon Owner approval under §3.1;
- (g) Change Order, Interim Directives, and amendments issues in accordance with this Agreement.
- (h) Other: None.

14.2. ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) design documents approved by Owner pursuant to §2.4.17 and §3.1.3 in order of the most recently approved; (d) information furnished by Owner pursuant to §4.1 or designated as a Contract Document in §ARTICLE 14; (e) other documents listed in this Agreement. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Where figures are given, they shall be preferred to scaled dimensions. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

OWNER:

BY: _____ NAME: _____ TITLE: _____

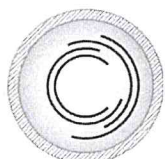
WITNESS: _____ NAME: _____ TITLE: _____

DESIGN-BUILDER:

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

END OF DOCUMENT.



MECOSTA COUNTY

PAGE 1

GENERAL FUND ACTIVITY REPORT - 2022

CASH BASIS

2021 YEAR END CASH BASIS
GENERAL FUND BALANCE =
\$ 9,260,959.00

REVENUES	2022	2021	2020	2019	2018	2017	2016	2015	2014
JANUARY	\$460,880.22	\$236,147.05	\$284,181.77	\$371,799.25	\$404,253.90	\$472,058.93	\$342,878.47	\$457,709.70	\$ 409,551.20
FEBRUARY	\$402,011.93	\$524,136.54	\$570,026.62	\$481,876.06	\$365,534.97	\$440,955.58	\$439,640.42	\$384,022.41	\$ 457,758.26
MARCH	\$791,271.40	\$246,457.55	\$372,870.92	\$234,329.66	\$389,804.69	\$310,861.73	\$332,762.13	\$347,741.88	\$ 85,341.09
APRIL	\$930,196.59	\$612,167.49	\$944,817.68	\$869,513.08	\$765,610.77	\$894,511.52	\$311,859.34	\$477,946.81	\$ 984,384.24
MAY	\$3,780,612.79	\$925,602.20	\$321,980.98	\$535,446.64	\$238,660.24	\$193,244.26	\$546,502.49	\$543,691.42	\$ 284,919.52
*** JUNE	\$4,891,665.66	\$198,351.23	\$250,009.87	\$260,281.89	\$185,531.88	\$226,985.23	\$237,894.72	\$82,860.84	\$ 141,730.97
JULY		\$1,134,355.92	\$1,148,050.98	\$962,862.52	\$991,224.90	\$962,494.58	\$841,520.02	\$966,234.65	\$ 941,814.23
AUGUST		\$1,796,543.79	\$1,739,424.09	\$1,746,864.59	\$1,491,939.31	\$1,554,955.06	\$1,613,565.36	\$1,279,320.60	\$ 1,400,664.24
SEPTEMBER		\$5,074,722.09	\$5,340,032.97	\$4,863,854.15	\$4,572,660.77	\$4,508,946.45	\$4,068,972.13	\$4,469,801.85	\$ 3,806,163.44
OCTOBER		\$1,403,635.91	\$1,375,828.29	\$1,710,789.80	\$1,868,754.08	\$1,258,749.83	\$1,414,792.03	\$1,498,772.93	\$ 1,756,429.62
NOVEMBER		\$607,256.91	\$644,612.49	\$237,097.93	\$374,774.07	\$820,683.59	\$787,512.21	\$358,043.04	\$ 420,065.18
DECEMBER		\$601,540.36	\$975,006.81	\$1,026,773.93	\$684,014.53	\$1,057,991.33	\$1,918,313.74	\$954,220.11	\$ 909,111.80
TOTALS	\$11,256,638.59	\$13,360,917.04	\$13,966,843.47	\$13,301,489.50	\$12,332,764.11	\$12,702,438.09	\$12,856,213.06	\$11,820,366.24	\$11,597,933.79
EXPENSES									
JANUARY	\$1,888,710.84	\$1,505,172.92	\$1,889,385.67	\$1,811,634.66	\$1,712,705.81	\$1,460,836.62	\$1,575,265.39	\$1,395,793.63	\$ 1,232,893.61
FEBRUARY	\$815,258.64	\$869,528.99	\$791,470.80	\$751,409.09	\$795,043.23	\$750,078.80	\$775,032.55	\$825,672.02	\$ 845,687.83
MARCH	\$812,063.43	\$814,907.42	\$841,837.77	\$1,051,397.05	\$1,030,007.20	\$1,101,130.38	\$826,420.41	\$781,942.13	\$ 703,694.22
APRIL	\$1,157,043.30	\$937,072.04	\$1,110,519.04	\$968,062.14	\$989,672.76	\$974,320.78	\$1,307,007.87	\$1,072,447.04	\$ 833,682.50
MAY	\$1,048,720.92	\$1,021,595.54	\$734,101.59	\$833,534.47	\$889,749.10	\$923,264.23	\$772,964.41	\$1,106,049.25	\$ 1,040,708.47
*** JUNE	\$667,392.04	\$706,485.22	\$565,256.02	\$693,387.41	\$713,873.44	\$639,499.34	\$576,870.21	\$531,139.91	\$ 516,243.68
JULY		\$1,400,641.42	\$1,228,834.18	\$1,033,449.99	\$1,145,798.87	\$910,032.32	\$879,412.33	\$867,043.07	\$ 988,124.46
AUGUST		\$866,559.25	\$2,668,524.12	\$1,656,600.57	\$1,103,552.76	\$1,045,381.82	\$913,042.43	\$950,680.85	\$ 719,938.20
SEPTEMBER		\$843,367.14	\$835,438.10	\$745,550.96	\$853,513.78	\$1,079,637.80	\$1,020,170.70	\$770,837.87	\$ 789,589.13
OCTOBER		\$1,069,841.03	\$904,228.08	\$911,028.26	\$930,783.44	\$974,643.40	\$931,126.42	\$1,287,257.84	\$ 1,166,397.52
NOVEMBER		\$1,212,294.82	\$825,987.80	\$974,777.27	\$1,487,925.78	\$826,044.76	\$809,404.31	\$730,039.89	\$ 729,055.24
DECEMBER		\$2,275,542.78	\$1,581,112.41	\$1,113,940.31	\$804,874.39	\$1,774,340.01	\$3,208,057.72	\$2,384,175.50	\$ 1,806,705.83
TOTALS	\$6,389,189.17	\$13,523,008.57	\$13,976,695.58	\$12,544,772.18	\$12,457,500.56	\$12,459,210.26	\$13,594,774.75	\$12,703,079.00	\$11,372,720.69

\$11,256,638.59

\$20,517,597.59

MECOSTA COUNTY

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GENERAL FUND ACTIVITY REPORT - 2022

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June

CASH BASIS

	2022	2021	2020	2019	2018	2017	2016	2015	2014
TOTAL REVENUES TO DATE =	\$20,517,597.59	\$11,909,226.06	\$11,920,103.84	\$11,172,745.58	\$10,997,014.45	\$10,943,007.25	\$11,354,573.57	\$12,282,831.06	\$12,125,819.35
TOTAL EXPENSES TO DATE =	\$6,389,189.17	\$5,854,762.13	\$5,932,570.89	\$6,109,424.82	\$6,131,051.54	\$5,849,130.15	\$5,833,560.84	\$5,713,043.98	\$5,172,910.31
Encumbrances									\$0.00
EQUALS CURRENT BALANCE =	\$14,128,408.42	\$6,054,463.93	\$5,987,532.95	\$5,063,320.76	\$4,865,962.91	\$5,093,877.10	\$5,521,012.73	\$6,569,787.08	\$6,952,909.04

YEAR TO DATE REVENUES / # OF MONTHS EQUAL:	
MONTHLY AVERAGE REV. (LESS PROPERTY TAXES)	
\$11,256,638.59	/6
LAST MONTH AVERAGE =	\$1,876,106.43
	\$1,272,994.59
	\$6,389,189.17
	\$1,064,864.86
	LAST MONTH AV \$ 1,144,359.43

NEXT MONTH FORECAST

G/F FUND BALANCE ON CASH BASIS

\$14,128,408.42	+	\$1,876,106.43	-	\$1,064,864.86	=	\$14,939,649.99
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	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
YEAR END GENERAL FUND BAL \$	9,260,959	\$ 9,166,364	\$ 9,176,216	\$ 8,419,499	\$ 8,647,618	\$ 8,404,390	\$ 9,143,036	\$ 9,988,858	\$ 9,762,134	\$ 9,551,256

Note: The year-end general fund balance is on a cash basis and will not necessarily agree with the balance in BS&A due to modified accrual basis of accounting.

FUND #	FUND NAME	MAY BALANCE	JUNE BALANCE	NET CHANGE
101	GENERAL	9,396,971.83	13,358,233.60	\$3,961,261.77
201	COUNTY ROAD	2,311,789.67	1,225,783.78	(\$1,086,005.89)
205	CMET	0.00	-	\$0.00
210	AMBULANCE FUND	5,372,298.04	5,348,618.68	(\$23,679.36)
211	MEDICAL FIRST RESPONDERS	105,467.72	90,717.73	(\$14,749.99)
213	DIST. CT. ALCOHOL ASSMS.	0.00	-	\$0.00
214	SOBRIETY COURT/DIST.CT. CASE FI	124,555.06	142,073.56	\$17,518.50
215	FRIEND OF THE COURT	1,096.42	16,218.41	\$15,121.99
216	PROSECUTOR'S DRUG FORFEITURE	9,501.69	8,992.47	(\$509.22)
217	FAMILY COUNSELING	112,660.06	113,065.06	\$405.00
220	MORGUE	0.00	-	\$0.00
232	REMONUMENTATION GRANT	(8,296.00)	(8,296.00)	\$0.00
234	COUNTY HOUSING REHAB.	133,304.28	133,364.28	\$60.00
236	DIST. CT. TETHER PROGRAM	0.00	-	\$0.00
242	BROWNFIELD REDEVELOPMENT (SI	0.00	-	\$0.00
243	BROWNFIELD REDEVELOPMENT	1,211.23	1,211.23	\$0.00
244	BROWNFIELD REDEV. AUTH. LOCAL	0.00	-	\$0.00
245	PUBLIC IMPROVEMENT	0.00	-	\$0.00
249	BUILDING DEPARTMENT	737,353.33	743,749.42	\$6,396.09
250	DRUNK DRIVING	3,190.48	3,190.48	\$0.00
252	SHERIFF'S WORK STUDY	0.00	-	\$0.00
253	SALVAGE VEHICLE INSPECTION	0.00	-	\$0.00
254	EMERGENCY PLANNING	3,243.27	3,243.27	\$0.00
256	REG. DEEDS AUTOMATION FUND	433,900.40	284,421.62	(\$149,478.78)
257	BUDGET STABILIZATION FUND	1,714,000.00	1,714,000.00	\$0.00
258	D.A.R.E. PROGRAM	18,497.58	20,216.15	\$1,718.57
259	CONCEALED PISTOL LICENSING	135,675.28	137,823.97	\$2,148.69
260	MICHIGAN INDIGENT DEFENSE COM	145,968.52	119,077.52	(\$26,891.00)
261	TOWNSHIP LAW ENFORCEMENT	13,155.57	13,155.57	\$0.00
262	CORRECTIONS OFFICER TRAINING	57,023.26	57,723.26	\$700.00
263	K-9 FUND	3,662.85	3,595.57	(\$67.28)
264	JAIL MAINTENANCE	27,769.49	34,445.35	\$6,675.86
265	DRUG LAW ENFORCEMENT	15,618.57	22,779.93	\$7,161.36
266	MECOSTA CO DIVE FUND	10,404.58	10,404.58	\$0.00
267	COMMUNITY CORRECTIONS	315,082.04	318,686.30	\$3,604.26
268	PROSECUTOR DEFERRAL PROGRAM	36,321.93	35,385.54	(\$936.39)
269	LAW LIBRARY	4,451.42	2,387.90	(\$2,063.52)
272	COMMISSION ON AGING LIABIL. RES	0.00	-	\$0.00
273	COMMISSION ON AGING MEALS	324,606.82	293,484.92	(\$31,121.90)
274	COMMISSION ON AGING	1,791,137.72	1,757,780.91	(\$33,356.81)
285	REVENUE SHARING FUND	0.00	-	\$0.00
280	911 STATE SERVICE CHARGE FUND	0.00	-	\$0.00
287	PA 302 LAW ENFORCEMENT TRAINI	3,175.81	3,175.81	\$0.00
289	SECONDARY ROAD PATROL	55,986.24	55,986.24	\$0.00
290	DEPT. OF SOCIAL SERVICES	0.00	-	\$0.00
291	PROBATE COURT DIVERSION PROC	0.00	0.00	\$0.00
292	CHILD CARE FUND	221,830.89	206,653.71	(\$15,177.18)
293	SOLDIERS RELIEF	5,884.17	5,884.17	\$0.00

FUND #	FUND NAME:	MAY BALANCE	JUNE BALANCE	NET CHANGE
294	VETERANS TRUST	0.00	0.00	\$0.00
297	RUNAWAY SERVICES	0.00	0.00	\$0.00
311	HOSPITAL DEBT FUND	0.00	0.00	\$0.00
318	DEBT SERVICE JAIL EXPANSION	0.00	0.00	\$0.00
402	BUILDING IMPROVEMENTS FUND	488,132.91	481,284.05	(\$6,848.86)
403	COUNTY BUILDING EXPANSION FUN	0.00	0.00	\$0.00
404	HOSPITAL CONSTRUCTION FUND	0.00	0.00	\$0.00
405	CAPITAL EQUIPMENT FUND	351,410.56	349,140.56	(\$2,270.00)
406	JAIL RENOVATION/EXPANSION	0.45	0.45	\$0.00
501	PRESCRIPTION HEALTH PLAN	0.00	0.00	\$0.00
506	PLATT REVIEW FEES	11,448.00	11,448.00	\$0.00
507	MOCAT	0.00	0.00	\$0.00
508	COUNTY PARKS	1,574,196.49	1,588,358.30	\$14,161.81
516	TAX REVOLVING	7,339,662.17	7,578,266.66	\$238,604.49
517	AUDIT OF PRINCIPLE RESIDENCE	55,248.22	55,221.33	(\$26.89)
520	W.MI FORENSIC MORGUE AUTHORI	0.00	0.00	\$0.00
595	INMATE COMMISSARY	45,544.58	46,563.25	\$1,018.67
633	CENTRAL STORES	0.00	0.00	\$0.00
641	DEPARTMENT OF PUBLIC WORKS	540.44	540.44	\$0.00
646	EQUALIZATION REVOLVING	86,238.42	86,753.94	\$515.52
653	MAILING DEPARTMENT	(1,674.40)	1,215.17	\$2,889.57
677	HEALTH BENEFITS INSURANCE	6,004.48	12,812.36	\$6,807.88
701	TRUST & AGENCY	549,723.77	508,440.14	(\$41,283.63)
704	IMPREST PAYROLL FUND	257,995.26	307,759.91	\$49,764.65
721	LIBRARY FUND	61,388.74	70,409.51	\$9,020.77
757	BROOMFIELD TRUST	21,764.08	21,764.08	\$0.00
759	DISTRICT COURT CRIMINAL	55,867.67	26,412.31	(\$29,455.36)
760	DISTRICT COURT TRUST	55,424.99	53,637.25	(\$1,787.74)
764	INMATE TRUST	19,751.94	25,417.30	\$5,665.36
765	INMATE COMMISSARY	0.00	0.00	\$0.00
766	CHILD SUPPORT TRUST	0.00	0.00	\$0.00
767	FRIEND OF COURT TRUST	0.00	0.00	\$0.00
768	FOC STATE CONVERSION	910.00	873.00	(\$37.00)
801	SPECIAL DRAIN ASSESSMENTS	706,450.61	709,280.77	\$2,830.16
802	REVOLVING DRAIN	71,969.30	71,315.94	(\$653.36)
819	NORTHGATE DRAIN BOND REDEMP	0.00	0.00	\$0.00
820	CHIPPEWA LAKE BOND REDEMP	0.00	0.00	\$0.00
TOTALS		\$35,396,498.90	\$38,284,149.71	\$2,887,650.81

\$2,887,650.81

MECOSTA COUNTY GENERAL FUND
REVENUE DETAIL - 2022

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JUNE

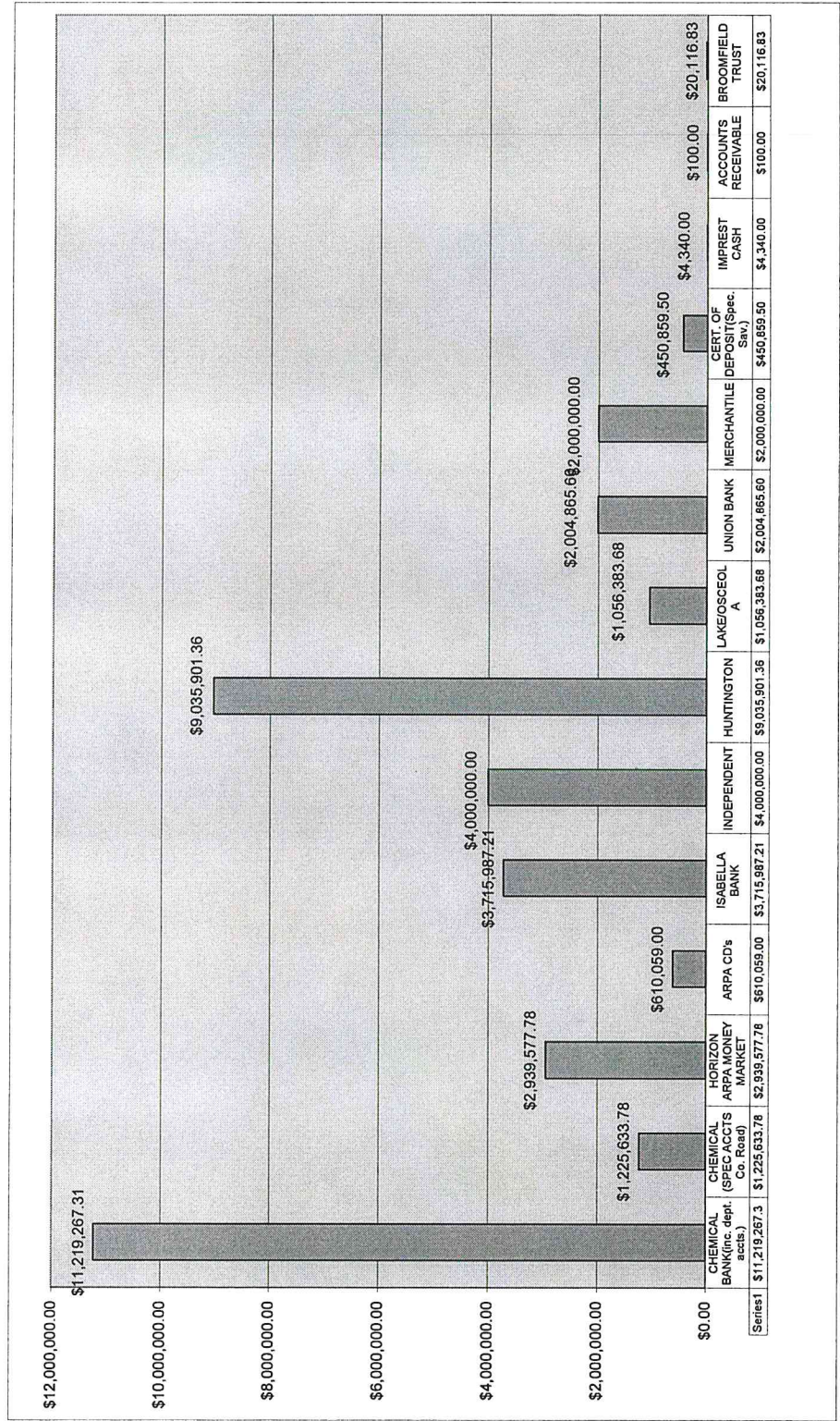
ACCT. #	CATEGORY:	2022 BUDGET	2022 CURRENT	2022 YEAR TO DATE	Accrual/Rev. Entries	2022 YTD w/2021 Revers.	2022 PROJECTION	PROJECTION VERSUS BUDGET
403.000	CURRENT TAXES	8,723,441.00	\$0.00	\$459,927.44		\$459,927.44	8,723,441.00	\$0.00
404.000	DEL. PERS. PROP. TAXES	6,913.00	\$699.28	\$6,096.10		\$6,096.10	6,913.00	\$0.00
424.000	TAX SALE PROCEEDS	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
425.000	SWAMP LAND	8,300.00	\$0.00	\$0.00		\$0.00	8,300.00	\$0.00
426.000	FOREST RESERVE	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
427.000	PAYM. IN LIEU TAXES (PILT)	17,000.00	\$3,501.00	\$12,954.40		\$12,954.40	17,000.00	\$0.00
434.000	TRAILER FEES	2,200.00	\$146.00	\$1,274.00		\$990.00	2,200.00	\$0.00
439.000	MARIJUANA TAX	84,004.00	\$0.00	\$677,441.28	(284.00)	\$677,441.28	0.00	(\$84,004.00)
441.000	LOCAL COMMUNITY STABILIZATION	212,750.00	\$231,814.73	\$231,814.73		\$231,814.73	231,815.00	\$19,065.00
477.000	SOIL EROSION SED. PERMITS	23,000.00	\$2,110.00	\$12,632.50		\$12,632.50	23,000.00	\$0.00
479.000	NON-BUSINESS LIC & PER	1,200.00	\$135.00	\$520.00		\$520.00	1,200.00	\$0.00
481.000	DOG LICENSE - TREASURER	2,000.00	\$146.50	\$1,150.50		\$1,150.50	2,000.00	\$0.00
481.010	DOG LICENSE - SHELTER	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
481.020	DOG LICENSE - VETS	6,400.00	\$476.00	\$3,223.00	(489.00)	\$2,725.00	6,400.00	\$0.00
491.000	CREMATION PERMITS	12,000.00	\$1,150.00	\$8,100.00		\$8,100.00	13,500.00	\$1,500.00
500.000	GUN PERMITS/SHERIFF	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
505.000	PUBLIC SAFETY/FED GRANT	0.00	\$0.00	\$1,192.50	(1,192.50)	\$0.00	0.00	\$0.00
505.030	BYRNE MEMORIAL FED GRANT-CMET	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
505.040	ARRA FED BYRNE GRANT-OVERTIME	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
505.050	METH BYRNE MEMORIAL FORMULA C	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
505.060	BYRNE GRANT HIGH INTENSITY DRU	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
505.080	MEDICAL MARIJUANA OPERATION&O	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
506.010	EMPG SAL REIM/(525) Scott's Sal	27,000.00	\$0.00	\$13,484.65	(13,484.65)	\$0.00	27,000.00	\$0.00
508.000	FED GRANT IV-E/CHILD&PARENT LEG	3,250.00	\$0.00	\$3,043.16	(1,493.55)	\$1,549.61	3,250.00	\$0.00
520.000	CSPA CRP TITLE IV D	84,327.00	\$0.00	\$21,609.55	(21,609.55)	\$0.00	84,327.00	\$0.00
520.040	PA REIMBURSEMENT- ABUSE	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
521.000	PA FIA CONTRACT WELFARE	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
521.020	PA-COOP REIMB-SUPPLEM	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
526.000	FED GRANT-DNR-GAS ROYALTY DIST	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
526.010	FEDERAL GRANT-DNR NATIONAL FORI	4,500.00	\$0.00	\$5,560.26		\$5,560.26	5,560.00	\$1,060.00
528.000	FEDERAL REVENUE	0.00	\$4,220,118.00	\$7,765,476.27	(23,764.90)	\$7,765,476.27	355.00	\$355.00
539.050	COURT EQUITY FUNDING	175,000.00	\$0.00	\$59,405.00		\$35,641.00	175,000.00	\$0.00
539.060	JUDICIAL TECH COURT EQUITY	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
540.000	MICHIGAN VETERANS AFFAIR AGENC	50,000.00	\$0.00	\$0.00		\$0.00	50,000.00	\$0.00
542.000	PROBATE JUDGE, WAGE SUPP.	123,500.00	\$28,749.81	\$57,101.80		\$57,101.80	123,500.00	\$0.00
543.000	SINGLE BUSINESS TAX	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
544.000	DRUNK DRIVING CASEFLOW ASSISTA	6,196.00	\$0.00	\$5,002.86		\$5,002.86	5,003.00	(\$1,193.00)
544.010	MARINE PATROL REIM.	14,700.00	\$0.00	\$0.00		\$0.00	12,700.00	(\$2,000.00)
544.030	LIQUOR LICENSE FEES	15,000.00	\$0.00	\$110.00		\$110.00	15,000.00	\$0.00
544.040	SCHOOLS REIMB FOR LIAISON OFFIC	22,000.00	\$11,000.00	\$11,000.00		\$11,000.00	22,000.00	\$0.00
545.000	ST. CASEFLOW/CRIME VICTIMS REIM.	69,998.00	\$0.00	\$16,391.25	(16,391.25)	\$0.00	69,998.00	\$0.00
545.010	BOARD/CARE PRISONERS	80,000.00	\$10,843.80	\$30,897.80	(16,931.10)	\$11,966.70	80,000.00	\$0.00
547.000	HMEP HAZARD MATERIALS PLAN-LEP	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
549.000	SWIFT&SURE SANCTIONS GRANT/ISS	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
574.000	STATE REVENUE SHARING	908,120.00	\$139,048.00	\$417,144.00		\$417,144.00	908,120.00	\$0.00
578.000	HEALTH & SAF FUND REV/ICIGAR TAX	0.00	\$0.00	\$0.00		\$0.00	0.00	\$0.00
579.000	TRICOUNTY CONV. FAC. REV. ⁵⁷¹	174,094.00	\$0.00	\$87,587.00		\$87,587.00	174,094.00	\$0.00
601.000	DISTRICT CT. ALC. ASSESS.	520.00	\$0.00	\$75.00	(26.00)	\$75.00	520.00	\$0.00
601.020	JURY EXPENSE REIMBURSEMENT	0.00	\$0.00	\$944.70		\$924.70	925.00	\$925.00
603.000	CIRCUIT COURT COSTS	5,800.00	\$216.62	\$2,093.76		\$2,093.76	5,800.00	\$0.00
603.010	CIRCUIT COURT BOND COST	9,500.00	\$1,050.00	\$5,765.00		\$5,765.00	9,500.00	\$0.00
603.020	SHOW CAUSE FINES	650.00	\$250.00	\$1,100.00		\$1,100.00	1,100.00	\$450.00
603.030	FAMILY COURT BOND COSTS	0.00	\$0.00	\$25.00		\$25.00	25.00	\$25.00
607.010	CIRCUIT COURT FILING FEES	5,900.00	\$558.00	\$2,883.00		\$2,883.00	5,900.00	\$0.00
607.020	CIRCUIT COURT TRIAL FEES	450.00	\$0.00	\$240.00		\$240.00	450.00	\$0.00
607.030	CIRCUIT COURT JURY FEES	1,000.00	120	\$660.00		\$660.00	1,000.00	\$0.00
607.050	CIRCUIT COURT COPY FEES	9,000.00	\$396.00	\$4,395.70		\$4,395.70	9,000.00	\$0.00
607.060	CIRCUIT COURT FILATION FEES	0.00	\$0.00	\$18.00		\$18.00	27.00	\$27.00
607.070	CUNNINGHAM CIRCUIT COURT COST	35,000.00	\$2,425.81	\$14,908.58		\$14,908.58	35,000.00	\$0.00
607.080	CIRCUIT COURT SERVICES	2,650.00	\$130.27	\$970.89		\$970.89	2,650.00	\$0.00

ACCT #	CATEGORY:	2022 BUDGET	2022 CURRENT	2022 YEAR TO DATE	2022 YTD w/ 2021 Revers.	2022 PROJECTION	PROJECTION VERSUS BUDGET
607.081	CIRCUIT COURT MOTION FEES	2,700.00	\$270.00	\$1,210.00	\$1,210.00	2,700.00	\$0.00
607.090	CLERK SERVICES	60,000.00	\$4,657.47	\$30,845.74	\$30,845.74	60,000.00	\$0.00
607.093	ELECTION FILING FEES	0.00	\$100.00	\$300.00	\$300.00	900.00	\$900.00
608.010	TREASURER SERVICES	12,000.00	\$885.00	\$7,984.77	\$7,984.77	12,000.00	\$0.00
609.000	COUNTY CLERK SALES	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
610.000	FR. OF THE CT. - SERVICES	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
612.000	TAX TITLE FEES	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
613.000	DISTRICT COURT COSTS	385,000.00	\$20,826.95	\$195,109.29	(17,245.80)	375,000.00	(\$10,000.00)
614.000	DIST. COURT BOND COSTS	80,370.00	\$2,500.00	\$16,565.00	(2,630.00)	60,000.00	(\$20,370.00)
614.010	DIST. CT. ORDINANCE FEES	75,000.00	\$4,522.50	\$45,535.21	(5,536.83)	75,000.00	\$0.00
615.000	DIST. COURT CIVIL FEES	80,000.00	\$2,831.00	\$21,429.00	(2,368.00)	80,000.00	\$0.00
617.000	PROBATE COURT SERVICES	15,000.00	\$1,414.92	\$9,544.75		15,000.00	\$0.00
617.010	PROBATE COURT - ATTORNEY FEES	0.00	\$0.00	\$0.00		0.00	\$0.00
619.000	REAL ESTATE TRANSFER TAX	200,000.00	\$21,309.20	\$192,388.35	\$192,388.35	250,000.00	\$50,000.00
620.000	REG OF DEEDS SERVICE	350,000.00	\$23,487.50	\$164,877.37	\$164,877.37	350,000.00	\$0.00
625.010	VOTERS REGISTRATION FEES	100.00	\$0.00	\$0.00	\$0.00	100.00	\$0.00
626.020	ZONING HEARING/CLEARANCE FEES	10,000.00	\$2,225.00	\$8,525.00		10,750.00	\$750.00
626.030	COUNTY REMONUMENTATION	500.00	\$43.08	\$271.44	\$271.44	500.00	\$0.00
630.000	OTHER SERVICES	0.00	\$62.62	\$93.93	\$93.93	161.00	\$161.00
631.000	INDIRECT COST ALLOCATION EMS	186,282.00	\$46,570.50	\$139,711.00	\$139,711.00	186,282.00	\$0.00
631.010	INDIRECT COST ALLOCATION SOBRIE	12,361.00	\$0.00	\$12,361.00	\$12,361.00	12,361.00	\$0.00
631.020	INDIRECT COST ALLOCATION CPL FL	7,500.00	\$0.00	\$0.00	\$0.00	7,500.00	\$0.00
632.000	INDIRECT COST ALLOCATION PARKS	28,512.00	\$0.00	\$14,256.50	\$14,256.50	28,512.00	\$0.00
634.000	INDIRECT COST ALLOCATION BUILDI	38,408.00	\$0.00	\$19,204.00	\$19,204.00	38,408.00	\$0.00
637.000	SHERIFF SERVICES	25,000.00	\$2,414.99	\$17,659.21	\$17,589.21	25,000.00	\$0.00
637.010	CHILD CARE FUND COLLECT.	25,000.00	\$1,904.45	\$14,918.41	\$14,918.41	25,000.00	\$0.00
638.000	ANIMAL SHELTER SERVICES	1,000.00	\$0.00	\$400.00	\$200.00	1,000.00	\$0.00
638.010	AN SHEL SERV. FROM CITY	1,000.00	\$0.00	\$0.00	\$0.00	1,000.00	\$0.00
641.010	COOP. AGMT. US MARSHALS	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
643.000	SALE OF COUNTY ASSETS	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
644.000	SALE OF COUNTY AUTOS	10,000.00	\$5,050.00	\$8,275.00	\$8,275.00	25,017.00	\$15,017.00
645.000	CHARGES FOR SERVICES	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
647.000	SALE OF ZONING SUPPLIES	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
649.000	TAX MAPPING RECEIPTS/REIMBURSE	5,500.00	\$1,200.00	\$4,832.40	\$4,832.40	7,362.00	\$1,862.00
653.000	USE AND ADMISSION FEES-MORGUE	6,500.00	\$0.00	\$1,300.00	\$1,300.00	6,500.00	\$0.00
655.000	TETHER VEHICLE IMMOBILIZATION FI	332.00	\$0.00	\$80.00	\$80.00	332.00	\$0.00
657.000	FINES/FORFEITURE-CIRC CT	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
661.000	STATUTORY LATE FEE	15,000.00	\$584.58	\$2,565.59	\$2,565.59	8,500.00	(\$6,500.00)
665.000	GENERAL INTEREST	130,000.00	\$20,391.93	\$54,474.72	\$54,474.72	130,000.00	\$0.00
673.000	SALE OF FIXED ASSETS	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
675.000	CONTRIBUTIONS/DONATIONS REVENUE	0.00	\$1,000.00	\$3,000.00	\$3,000.00	3,000.00	\$3,000.00
677.000	DRUG INV. REIM.	246.00	\$0.00	\$96.36	\$96.36	96.00	(\$150.00)
685.000	REIM-FROM OTHER FUNDS/Workers C	115,000.00	\$0.00	\$56,487.98	\$23,694.78	115,000.00	\$0.00
685.010	FNG.REIM-OSCEOLA CO	222,500.00	\$21,032.90	\$126,197.40	\$121,112.78	222,500.00	\$0.00
686.000	SALARY/FRINGE REIMBURSE EQUALI	17,000.00	\$0.00	\$0.00	\$0.00	17,000.00	\$0.00
686.100	FRINGE REIMBURSEMENTS/617	750.00	\$0.00	\$0.00	\$0.00	750.00	\$0.00
687.010	JUDGES SUPPLEMENT	182,896.00	\$43,261.96	\$88,985.96	\$88,985.96	180,434.00	(\$2,462.00)
687.020	JUV.DIV./PRO.OFF.SUPP	27,317.00	\$0.00	\$20,487.78	\$6,829.26	27,317.00	\$0.00
691.000	REFUNDS REIMBURSEMENTS	14,000.00	\$3,615.96	\$5,952.93	\$5,787.93	14,000.00	\$0.00
692.000	INSURANCE REFUNDS	70,000.00	\$0.00	\$5,987.01	\$5,608.01	70,000.00	\$0.00
693.000	ATTY FEES - CLERK	75,000.00	\$4,418.33	\$19,784.61	\$19,784.61	75,000.00	\$0.00
694.000	REFUNDS - OTHER DEPTS	4,000.00	\$0.00	\$0.00	\$0.00	4,000.00	\$0.00
696.000	MISC. REVENUE	35.00	\$0.00	\$721.20	\$721.20	721.00	\$686.00
699.000	TRANSFER IN	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
TOTALS		\$13,419,172	\$4,891,665.66	\$11,256,638.59	-\$178,149.62	\$13,388,276.00	(\$30,895.00)

MECOSTA COUNTY INVESTMENT PROFILE - 2022

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LOCATION:	JANUARY 2022	FEBRUARY 2022	MARCH 2022	APRIL 2022	MAY 2022	JUNE 2022	JULY 2022	AUGUST 2022	SEPTEMBER 2022	OCTOBER 2021	NOVEMBER 2021	DECEMBER 2021
CHEMICAL BANK(inc. depl. acct.)	\$5,593,980.17	\$5,653,779.62	\$6,802,080.09	\$6,053,723.18	\$7,723,291.53	\$11,219,267.31				\$11,104,893.86	\$13,456,834.44	\$ 2,429,306.00
CHEMICAL (SPEC ACCTS Co. Roa	\$1,154,199.23	\$1,415,140.18	\$1,807,197.28	\$1,857,552.54	\$2,311,639.67	\$1,225,633.78				\$734,829.26	\$840,655.70	\$699,029.09
HORIZON ARPA MONEY MARKET	\$3,002,043.03	\$3,002,388.46	\$2,938,635.72	\$2,938,877.25	\$2,939,126.85	\$2,939,577.78				\$3,000,846.64	\$3,001,278.28	\$3,001,660.63
ARPA CD's	\$1,220,118.00	\$1,220,118.00	\$610,059.00	\$610,059.00	\$610,059.00	\$610,059.00				\$1,220,118.00	\$1,220,118.00	\$1,220,118.00
ISABELLA BANK	\$5,443,960.17	\$5,449,927.48	\$5,455,328.07	\$5,461,318.08	\$3,713,622.60	\$3,715,987.21				\$8,983,806.28	\$8,458,469.24	\$8,468,734.10
INDEPENDENT	\$4,000,000.00	\$4,000,000.00	\$4,000,000.00	\$4,000,000.00	\$4,000,000.00	\$4,000,000.00				\$2,000,000.00	\$2,000,000.00	\$4,000,000.00
HUNTINGTON	\$9,002,293.14	\$9,007,032.86	\$9,009,150.66	\$9,011,443.81	\$9,013,662.99	\$9,035,901.36				\$2,000,000.00	\$2,000,000.00	\$9,000,000.00
LAKEOSCEOLA	\$1,056,383.68	\$1,056,383.68	\$1,056,383.68	\$1,056,383.68	\$1,056,383.68	\$1,056,383.68				\$1,056,383.68	\$1,056,383.68	\$1,056,383.68
UNION BANK	\$2,001,620.54	\$2,001,620.54	\$2,003,224.59	\$2,003,224.59	\$2,003,224.59	\$2,004,865.60				\$2,000,000.00	\$2,000,000.00	\$2,001,620.54
MERCHANTILE	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00				\$5,000,000.00	\$3,000,000.00	\$3,000,000.00
CERT. OF DEPOSIT(Spec. Sav.)	\$198.16	\$508.72	\$644.98	\$645.27	\$637.01	\$450,859.50				\$416.65	\$390.03	\$599.68
IMPREST CASH	\$2,040.00	\$2,040.00	\$4,840.00	\$4,840.00	\$4,340.00	\$4,340.00				\$2,040.00	\$2,040.00	\$2,040.00
ACCOUNTS RECEIVABLE	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00				\$100.00	\$100.00	\$100.00
BROOMFIELD TRUST	\$25,829.83	\$25,829.83	\$25,829.83	\$20,116.83	\$20,116.83	\$20,116.83				\$25,829.83	\$25,829.83	\$25,829.83
TOTAL	\$35,502,765.95	\$35,634,869.37	\$36,713,473.90	\$35,018,284.23	\$35,395,204.75	\$38,283,092.05	\$0.00	\$0.00	\$0.00	\$37,129,264.20	\$37,062,099.20	\$34,905,421.55



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FUND #	FUND NAME:	JANUARY BALANCE	FEBRUARY BALANCE	MARCH BALANCE	APRIL BALANCE	MAY BALANCE	JUNE BALANCE	JULY BALANCE	AUGUST BALANCE	SEPTEMBER BALANCE	OCTOBER BALANCE	NOVEMBER BALANCE	DECEMBER BALANCE
101	GENERAL	11,229,210.96	10,209,756.12	10,438,010.90	10,210,438.23	9,396,971.83	13,358,233.60				14,886,698.90	14,277,958.93	12,644,046.04
201	COUNTY ROAD	1,154,349.23	1,415,290.18	1,807,347.28	1,857,702.54	2,311,789.67	1,225,783.78				734,979.26	840,805.70	699,179.09
205	CMET	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
210	AMBULANCE FUND	4,518,398.98	5,245,178.45	5,340,412.23	5,392,871.53	5,372,298.04	5,348,618.68				4,373,324.85	4,463,784.03	4,385,496.64
211	MEDICAL FIRST RESPONDERS	(28,068.39)	120,217.73	105,467.72	105,467.72	105,467.72	90,717.73				38,098.26	38,098.26	25,014.92
213	DIST. CT. ALCOHOL ASSMS.		0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
214	SOBRIETY COURT/DIST.CT. CA	88,179.75	110,020.25	109,465.50	106,652.93	124,555.06	142,073.56				110,059.31	131,871.02	122,186.13
215	FRIEND OF THE COURT	77,561.52	(4,484.14)	(11,515.97)	(50,492.35)	1,096.42	16,216.41				(57,282.58)	(95,646.30)	(83,260.89)
216	PROSECUTOR'S DRUG FORFE	9,976.21	9,978.99	9,900.43	9,334.53	9,501.69	8,992.47				10,084.43	10,048.80	10,012.71
217	FAMILY COUNSELING	111,805.06	111,895.06	112,030.06	112,210.06	112,660.06	113,065.06				111,265.06	111,490.06	111,640.06
220	MORGUE	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
232	REMONUMENTATION GRANT	0.00	(8,296.00)	(8,296.00)	(8,296.00)	(8,296.00)	(8,296.00)				28,324.00	27,274.00	(8,296.00)
234	COUNTY HOUSING REHAB.	95,494.28	106,364.28	106,364.28	139,494.28	133,304.28	133,364.28				80,974.28	80,974.28	95,434.28
236	DIST. CT. TETHER PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
242	BROWNFIELD REDEVELOP.(SP	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
243	BROWNFIELD REDEVELOPMEI	1,211.23	1,211.23	1,211.23	1,211.23	1,211.23	1,211.23				1,211.23	1,211.23	1,211.23
244	BROWNFIELD REDEV AUTH LC	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
245	PUBLIC IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
249	BUILDING DEPARTMENT	704,875.68	696,023.05	713,585.13	713,548.01	737,353.33	743,749.42				712,082.52	711,049.77	709,984.08
250	DRUNK DRIVING	3,190.48	3,190.48	3,190.48	3,190.48	3,190.48	3,190.48				3,190.48	3,190.48	3,190.48
252	SHERIFF'S WORK STUDY	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
253	SALVAGE VEHICLE INSPECTIO	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
254	EMERGENCY PLANNING	2,493.27	2,493.27	2,493.27	3,243.27	3,243.27	3,243.27				3,243.27	2,493.27	2,493.27
256	REG. DEEDS AUTOMATION FUI	419,788.88	422,651.95	423,260.24	429,191.08	433,900.40	284,421.62				411,781.25	413,171.52	416,759.95
257	BUDGET STABILIZATION FUND	1,714,000.00	1,714,000.00	1,714,000.00	1,714,000.00	1,714,000.00	1,714,000.00				1,714,000.00	1,714,000.00	1,714,000.00
258	D.A.R.E. PROGRAM	18,462.54	18,467.70	18,473.18	18,482.26	18,497.58	20,216.15				18,436.72	18,446.11	18,454.67
259	CONCEALED PISTOL LICENSIN	125,612.10	128,215.42	131,307.89	132,267.33	135,675.28	137,823.97				120,250.56	121,996.39	124,220.56
260	MICHIGAN INDIGENT DEFENSE	53,028.14	14,950.36	(20,423.34)	18,371.79	145,968.52	119,077.52				15,619.24	57,092.48	9,075.64
261	TOWNSHIP LAW ENFORCEMEI	13,155.57	13,155.57	13,155.57	13,155.57	13,155.57	13,155.57				13,155.57	13,155.57	13,155.57
262	CORRECTIONS OFFICER TRAI	59,711.56	59,338.26	56,868.26	57,458.26	57,023.26	57,723.26				61,539.35	58,361.56	59,251.56
263	K-9 FUND	4,654.75	3,762.80	2,662.85	2,662.85	3,662.85	3,595.57				2,891.25	2,891.25	4,766.25
264	JAIL MAINTENANCE	55,503.58	54,855.11	54,467.36	27,565.15	27,769.49	34,445.35				45,552.27	43,394.52	50,795.89
265	DRUG LAW ENFORCEMENT	29,926.99	29,935.35	29,944.23	17,097.63	15,618.57	22,779.93				29,885.13	29,900.34	29,914.23
266	MECOSTA CO DIVE FUND	10,923.19	10,404.58	10,404.58	10,404.58	10,404.58	10,404.58				10,923.19	10,923.19	10,923.19
267	COMMUNITY CORRECTIONS	300,119.13	303,990.25	309,529.52	310,279.45	315,082.04	318,686.30				286,193.49	283,800.27	295,539.15
268	PROSECUTOR DEFERRAL PRC	36,715.71	35,193.02	35,105.18	36,153.33	36,321.93	35,385.54				28,748.24	32,487.62	37,178.63
269	LAW LIBRARY	13,100.70	13,021.66	8,815.58	6,673.02	4,451.42	2,387.90				8,980.47	4,665.89	4,431.22
292	COMMISSIN ON AGING LIABIL'	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
273	COMMISSION ON AGING MEAL	328,622.51	344,022.94	326,396.59	338,872.07	324,606.82	293,484.92				330,568.24	343,912.17	340,873.64
274	COMMISSION ON AGING	1,598,035.94	1,741,754.47	1,804,016.85	1,834,207.12	1,791,137.72	1,757,780.91				1,404,601.85	1,364,585.75	1,439,824.60
280	911 STATE SERVICE CHARGE I	0.00	0.00	0.00	0.00	0.00	0.00				\$0.00	0.00	0.00
285	REVENUE SHARING FUND	50,570.00	\$0.00	0.00	48,116.00	0.00	0.00				\$23,464.00	0.00	0.00
287	PA 302 LAW ENFORCEMENT TI	2,371.25	\$2,371.25	2,171.25	1,871.25	3,175.81	3,175.81				\$2,788.85	2,371.25	2,371.25
289	SECONDARY ROAD PATROL	39,793.21	\$47,066.98	46,365.60	46,112.90	55,986.24	55,986.24				\$52,703.92	49,938.63	44,393.73
290	DEPT. OF SOCIAL SERVICES	0.00	\$0.00	0.00	0	0	0.00				\$0.00	0.00	0.00
291	PROBATE COURT DIVERSION I	0.00	\$0.00	0.00	0.00	0.00	0.00				\$0.00	0.00	0.00
292	CHILD CARE FUND	263,996.34	\$276,289.20	267,106.55	243,143.79	221,830.89	205,653.71				-\$7,483.95	318,980.87	275,262.70
293	SOLDIERS RELIEF	6,384.17	\$5,884.17	5,884.17	5,884.17	5,884.17	5,884.17				\$6,823.17	6,823.17	\$6,384.17

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FUND #	FUND NAME:	JANUARY BALANCE	FEBRUARY BALANCE	MARCH BALANCE	APRIL BALANCE	MAY BALANCE	JUNE BALANCE	JULY BALANCE	AUGUST BALANCE	SEPTEMBER BALANCE	OCTOBER BALANCE	NOVEMBER BALANCE	DECEMBER BALANCE
294	VETERANS TRUST	0.00	0	0.00	0.00	0.00	0.00				0.00	0.00	0.00
297	RUNAWAY SERVICES	0.00	-	0.00	0.00	0.00	0.00				0.00	0.00	0.00
311	HOSPITAL DEBT FUND	0.00	-	0.00	0.00	0.00	0.00				0.00	0.00	0.00
318	DEBT SERVICE JAIL EXPANSI	0.00	-	0.00	0.00	0.00	0.00				0.00	0.00	0.00
402	BUILDING IMPROVEMENTS FUI	488,132.91	488,132.91	488,132.91	488,132.91	488,132.91	481,284.05				342,822.85	342,822.85	338,132.91
403	COUNTY BUILDING EXPANSIOI	0.00	-	0.00	0.00	0.00	0.00				0.00	0.00	0.00
404	HOSPITAL FUND	0.00	-	0.00	0.00	0.00	0.00				0.00	0.00	0.00
405	CAPITAL EQUIPMENT FUND	518,093.55	508,746.18	497,975.69	416,623.06	351,410.56	349,140.56				273,284.14	179,561.38	89,447.03
406	JAIL RENOVATION/EXPANSION	0.45	0.45	0.45	0.45	0.45	0.45				0.45	0.45	0.45
501	PRESCRIPTION HEALTH PLAN	0.00	-	0.00	0.00	0.00	0.00				0.00	0.00	0.00
506	PLATT REVIEW FEES	11,248.00	11,248.00	11,248.00	11,248.00	11,448.00	11,448.00				11,248.00	11,248.00	11,248.00
507	MOCAT	0.00	-	0.00	0.00	0.00	0.00				0.00	0.00	0.00
508	COUNTY PARKS	840,847.76	1,209,530.46	1,165,438.44	1,349,436.83	1,574,196.49	1,588,358.30				1,094,700.93	916,179.22	860,628.83
516	TAX REVOLVING	8,119,310.75	8,626,832.97	9,080,467.67	6,895,644.97	7,339,662.17	7,578,266.66				7,765,133.09	7,935,210.66	8,060,372.97
517	AUDIT OF PRINCIPLE RESIDEN	61,271.36	61,086.42	61,669.05	84,110.27	55,248.22	55,221.33				64,491.95	65,493.21	68,271.33
520	W.MI FORENSIC MORGUE AUT	0.00	-	0.00	0.00	0.00	0.00				0.00	0.00	0.00
595	INMATE COMMISSARY	48,754.89	49,459.60	45,795.73	47,378.34	45,544.58	45,563.25				48,281.34	45,496.33	48,754.89
633	CENTRAL STORES	0.00	-	0.00	0.00	0.00	0.00				0.00	0.00	0.00
641	DEPARTMENT OF PUBLIC WOF	540.44	540.44	540.44	540.44	540.44	540.44				540.44	540.44	540.44
646	EQUALIZATION REVOLVING	85,176.39	88,308.47	85,844.90	92,426.29	86,238.42	86,753.94				56,462.05	57,058.72	82,606.24
653	MAILING DEPARTMENT	1,465.75	1,944.14	1,145.79	888.18	(1,674.40)	1,215.17				1,323.82	745.66	987.36
677	HEALTH BENEFITS INSURANCE	15,131.48	9,932.11	(180,337.69)	3,976.58	6,004.48	12,812.36				(1,719.31)	2,552.57	2,979.62
701	TRUST & AGENCY	876,290.01	230,042.83	337,441.91	543,697.94	549,723.77	508,440.14				603,497.53	371,167.64	429,433.84
704	IMPREST PAYROLL FUND	73,654.56	123,236.57	169,006.39	214,404.24	257,995.26	307,759.91				311,803.73	359,153.60	30,910.06
721	LIBRARY FUND	86,983.46	15,907.81	34,324.99	46,737.12	61,388.74	70,409.51				47,345.87	65,154.32	74,252.92
757	BROOMFIELD TRUST	27,477.08	27,477.08	27,477.08	21,764.08	21,764.08	21,764.08				27,477.08	27,477.08	27,477.08
759	DISTRICT COURT CRIMINAL	47,543.50	27,964.77	36,864.59	32,288.61	55,867.67	26,412.31				40,055.74	69,475.91	47,543.50
760	DISTRICT COURT TRUST	48,262.09	53,796.46	54,498.30	67,738.17	55,424.99	53,637.25				63,483.87	58,721.59	48,262.09
764	INMATE TRUST	23,824.79	16,526.22	21,718.34	21,075.78	19,751.94	25,417.30				23,824.79	23,824.79	23,824.79
765	INMATE COMMISSARY	0.00	\$0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
766	CHILD SUPPORT TRUST	0.00	\$0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
767	FRIEND OF COURT TRUST	0.00	\$0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
768	FOC STATE CONVERSION	214.00	\$214.00	0.00	380.60	910.00	873.00				50.00	593.00	0.00
801	SPECIAL DRAIN ASSESSMENT:	958,337.81	\$959,827.11	726,461.51	697,359.93	706,450.61	709,280.77				707,133.50	991,360.86	959,959.84
802	REVOLVING DRAIN	56,051.46	\$58,690.99	71,874.37	71,909.70	71,969.30	71,315.94				30,425.68	32,917.44	83,078.53
819	NORTHGATE DRAIN BOND REI	0.00	\$0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
820	CHIPPEWA LAKE BOND REDEI	0.00	\$0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
TOTALS		\$35,501,767.01	\$35,827,615.98	\$36,706,667.51	\$35,017,308.55	\$35,396,498.90	\$38,284,149.71	\$0.00	0.00	\$0.00	\$37,125,343.62	\$37,062,257.80	\$34,904,621.36

COUNTY OF MECOSTA
INVESTMENT PORTFOLIO
JUNE/2022

FIFTH THIRD	FINANCIAL INSTITUTION	AMOUNT	RATE	PURCHASE DATE	MATURITY DATE	TERM	was	Interest	YTD
FIFTH THIRD TOTAL									
MERCANTILE-LAKEVIEW									
MERCANTILE-LAKEVIEW TOTAL									
HUNTINGTON									
HUNTINGTON TOTAL									
INDEPENDENT BANK									
INDEPENDENT BANK TOTAL									
ISABELLA (Earns Monthly Interest)									
ISABELLA TOTAL									
LAKE OSCEOLA									
LAKE OSCEOLA TOTAL									
UNION BANK									
UNION TOTAL									
GENERAL ACCOUNTS CD TOTALS:									
TCF GEN ACCT CKNG BALANCE									
TOTAL INVESTMENTS									
0.173%									
29,892.97									
590.29									
30,483.26									

Commissioners

Pay to: Wendy Nystrom

TOTAL	\$200.00
-------	----------

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Signed

RECEIVED
AUG 26 2 21 PM
BOARD OF
COMMISSIONERS

copy



VOUCHER

COUNTY OF MECOSTA

Commissioners

Date 8-22-22

Pay to: Ray Steinke

[illegible]

TOTAL \$350-

Charge to:

Per Diem

Account #:

101 101 705.000

It is hereby certified that the above account is true and correct and that no part of the same has been paid.


Signed Ray Steinkamp

Signed

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AUG 22 2010

BOARD OF
COMMISSIONERS



TRAVEL VOUCHER

COUNTY OF MECOSTA

Date: 8-22-22

Pay to: Ray Steinke

[illegible]

RECEIVED

AUG 22 2010

BOARD OF
COMMISSIONERS

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Ray Steinhilber

Signed by Employee

Commissioners

Date 8-10-22

Pay to: Tom O'Neil

[illegible]

TOTAL	350.00
-------	--------

Charge to: Per Diem
Account #: 101 101 705.000

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Signed Tom O'Neil

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AUG 16 2011
BOARD OF
COMMISSIONERS

copy



Commissioners

Date 29-Aug-22

District #2 County Commissioner

1137 17 Mile Road

Remus, Michigan 49340

TOTAL	\$500.00
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Charge to: Per Diem
Account #: 101 101 705.000

Finance Committee Approval

RECEIVED
AUG 30 2010
BOARD OF
COMMISSIONERS

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Signed

Signed _____
Employee _____

Signed _____
Authorizing Department Head _____