

GENOA CHARTER TOWNSHIP BOARD
Regular Meeting
October 16, 2023
6:30 p.m.

AGENDA

Call to Order:

Pledge of Allegiance:

Call to the Public (Public comment will be limited to two minutes per person) *:

Approval of Consent Agenda:

1. Payment of Bills: October 16, 2023
2. Request to approve October 2, 2023 regular meeting minutes.
3. Request to approve an updated list of poll workers for the Nov. 7, 2023 Howell School Election as recommended by the Election Commission.

Approval of Regular Agenda:

4. Request for approval of the proposed 2024 Howell Area Parks and Recreation Authority budget with a 3.8% CPI increase to the Township contribution from \$120,000 to \$124,500 as presented by Tim Church, HAPRA Director.
5. Request for review and consideration for approval of the Enhanced Access to Public Records Policy and fee schedule.
6. Request for approval of the Solid Waste Services Agreement dated November 1, 2023 between Waste Management of Michigan, Inc. and Genoa Charter Township.
7. Request for approval of the purchase of real property (parcel 4711-23-100-002) consisting of 23.05 acres located at 6132 Crooked Lake Road in an amount not to exceed \$450,000 plus closing costs.

Member Discussion

Adjournment

*Citizen's Comments- In addition to providing the public with an opportunity to address the Township Board at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman

BOARD PACKET

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

MEETING DATE: October 16, 2023

All information below through October 11, 2023

TOWNSHIP GENERAL EXPENSES	\$	443,305.35
October 13, 2023 Bi Weekly Payroll	\$	117,103.53
OPERATING EXPENSES DPW (503 FN)	\$	17,074.87
OPERATING EXPENSES Oak Pointe (592FN)	\$	5,626.22
OPERATING EXPENSES Lake Edgewood (593FN)	\$	54,708.32
TOTAL	\$	<u>637,818.29</u>

FNBCK Check Register

10/11/2023 11:05 AM
 User: denise
 DB: Genoa Township

CHECK REGISTER FOR GENOA TOWNSHIP
 CHECK NUMBERS 38435 - 40000

Page: 1/1

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
10/02/2023	38435	AMERICAN AQUA	192.00
10/02/2023	38436	CAPITAL ONE	230.26
10/02/2023	38437	DTE ENERGY	30.40
10/02/2023	38438	DTE ENERGY	799.44
10/02/2023	38439	LYNNETTE FOLEY	215.00
10/02/2023	38440	MHOG WATER AUTHORITY	243,500.00
10/02/2023	38441	MICHIGAN OFFICE SOLUTIONS	248.56
10/02/2023	38442	MMRMA	12,542.85
10/02/2023	38443	NORTHWEST PIPE & SUPPLY CO.	40.48
10/02/2023	38444	PERFECT MAINTENANCE CLEANING	565.00
10/02/2023	38445	SBS GROUP, LLC	4,200.00
10/02/2023	38446	SEWARD HENDERSON PLLC	3,876.00
10/02/2023	38447	SPECTRUM PRINTERS, INC	8,297.72
10/02/2023	38448	SPECTRUM PRINTERS, INC	1,470.00
10/03/2023	38449	ACCIDENT FUND COMPANY	27,148.00
10/03/2023	38450	ALLSTAR ALARM LLC	345.00
10/03/2023	38451	COOPER'S TURF MANAGEMENT LLC	1,530.00
10/03/2023	38452	COOPER'S TURF MANAGEMENT LLC	2,550.00
10/03/2023	38453	FEDERAL EXPRESS CORP	105.73
10/03/2023	38454	GORDON FOOD SERVICE	126.94
10/03/2023	38455	MEI TOTAL ELEVATOR SOLUTIONS	167.87
10/03/2023	38456	NETWORK SERVICES GROUP, L.L.C.	50.00
10/03/2023	38457	UNITED STATES POSTAL SERVICE	5,000.00
10/05/2023	38458	GRIFFITH REALTY	10,000.00
10/06/2023	38459	UNITED STATES POSTAL SERVICE	112.70
10/10/2023	38460	BUSINESS IMAGING GROUP	61.37
10/10/2023	38461	CONTINENTAL LINEN SERVICE	140.45
10/10/2023	38462	DOUGLAS ELECTRIC COMPANY	240.00
10/10/2023	38463	DTE ENERGY	55.44
10/10/2023	38464	DTE ENERGY	265.94
10/10/2023	38465	DYKEMA GOSSETT PLLC	325.00
10/10/2023	38466	JESSICA BUTTERMORE	11.65
10/10/2023	38467	MICHIGAN OFFICE SOLUTIONS	154.20
10/10/2023	38468	TERRY CROFT	62.88
10/10/2023	38469	WASTE MANAGEMENT CORP, SERVICES	118,571.60
10/10/2023	38470	WASTE MANAGEMENT CORP, SERVICES	72.87
FNBCK TOTALS:			
Total of 36 Checks:			443,305.35
Less 0 Void Checks:			0.00
Total of 36 Disbursements:			443,305.35

October 13, 2023 Bi Weekly Payroll

10/11/2023 09:17 AM		PAYROLL REGISTER REPORT FOR GENOA CHARTER TOWNSHIP				Page 37 of 37
Payroll ID: 257						
Pay Period End Date: 10/06/2023 Check Post Date: 10/13/2023 Bank ID: FNBCK						
* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks						
VACATION NONTAX	0.00	0.00	0.00	0.00		
VACATION PAY	159.00	0.00	4,802.42	136,398.63		
VACATION PTIME	0.00	0.00	0.00	2,701.81		
WELL IQ	0.00	0.00	887.86	6,508.65		
ZBA CHAIR	0.00	0.00	0.00	1,478.18		
ZBA MINUTES	0.00	0.00	0.00	1,608.90		
ZBA MINUTES OT	0.00	0.00	0.00	75.00		
ZBA PER DIEM	0.00	0.00	0.00	4,408.07		
Gross Pay This Period	115,543.14	Deduction Refund	0.00	Ded. This Period	34,521.32	Net Pay This Period
						81,021.82
					Gross Pay YTD	2,314,519.66
					Dir. Dep.	80,642.99

10/11/2023 09:18 AM		Check Register Report For Genoa Charter Township				Page 1 of 1	
For Check Dates 10/13/2023 to 10/13/2023							
Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit Status	
10/13/2023	FNBCK	13865	SEBASTIAN, PAUL J	430.00	378.83	0.00 Open	
10/13/2023	FNBCK	EFT852	FLEX SPENDING (TASC)	840.38	840.38	0.00 Open	
10/13/2023	FNBCK	EFT853	INTERNAL REVENUE SERVICE	27,367.29	27,367.29	0.00 Open	
10/13/2023	FNBCK	EFT854	PRINCIPAL FINANCIAL	5,111.00	5,111.00	0.00 Open	
10/13/2023	FNBCK	EFT855	PRINCIPAL FINANCIAL	2,384.21	2,384.21	0.00 Open	
Totals:				Number of Checks: 005	36,132.88	36,081.71	0.00
Total Physical Checks:				1			
Total Check Stubs:				4			

Net Pay This Period \$81,021.82
 Physical Check Amount \$36,081.71
 TOTAL \$117,103.53

503FN Check Register

10/11/2023 11:08 AM		CHECK REGISTER FOR GENOA TOWNSHIP		Page: 1/1
User: denise				
DB: Genoa Township				
CHECK NUMBERS 5929 - 6500				
Check Date	Check	Vendor Name	Amount	
Bank 503FN DPW-UTILITIES #233				
10/02/2023	5929	MMRMA	11,668.40	
10/11/2023	5930	WEX BANK	5,406.47	
503FN TOTALS:				
Total of 2 Checks:			17,074.87	
Less 0 Void Checks:			0.00	
Total of 2 Disbursements:			<u>17,074.87</u>	

592FN Check Register

10/11/2023 11:09 AM		CHECK REGISTER FOR GENOA TOWNSHIP		Page: 1/1
User: denise				
DB: Genoa Township				
CHECK NUMBERS 5936 - 6500				
Check Date	Check	Vendor Name	Amount	
Bank 592FN OAK POINTE OPERATING FUND #592				
10/03/2023	5936	MMRMA	2,502.64	
10/05/2023	5937	DTE ENERGY	2,019.50	
10/05/2023	5938	DTE ENERGY	1,104.08	
592FN TOTALS:				
Total of 3 Checks:			5,626.22	
Less 0 Void Checks:			0.00	
Total of 3 Disbursements:			<u>5,626.22</u>	

593FN Check Register

Check Date	Check	Vendor Name	Amount
10/11/2023 11:10 AM			
User: denise			
DB: Genoa Township			
		CHECK REGISTER FOR GENOA TOWNSHIP	Page: 1/1
		CHECK NUMBERS 4339 - 6500	
Bank 593FN LAKE EDGEWOOD OPERATING FUND #590			
10/03/2023	4339	BRIGHTON TOWNSHIP Void Reason: Voided Check Range Void Utility	662.50 V
10/03/2023	4340	CITY OF BRIGHTON Void Reason: Voided Check Range Void Utility	44,254.70 V
10/03/2023	4341	MMRMA Void Reason: Voided Check Range Void Utility	1,049.36 V
10/03/2023	4342	BRIGHTON TOWNSHIP	662.50
10/03/2023	4343	CITY OF BRIGHTON	44,254.70
10/03/2023	4344	MMRMA	1,049.36
10/10/2023	4345	DTE ENERGY	3,341.76
10/10/2023	4346	BURNIPS EQUIPMENT CO.	5,400.00
593FN TOTALS:			
Total of 8 Checks:			100,674.88
Less 3 Void Checks:			45,966.56
Total of 5 Disbursements:			54,708.32

**GENOA CHARTER TOWNSHIP BOARD
Regular Meeting
October 2, 2023**

MINUTES

Supervisor Rogers called the regular meeting of the Genoa Charter Township Board to order at 6:30 pm at the Township Hall. The following members were present constituting a quorum for the transaction of business: Bill Rogers, Robin Hunt, Jean Ledford, Terry Croft, Diana Lowe, Paulette Skolarus and Jeff Dhaenens. Also present were Township Manager Kelly VanMarter, and two people in the audience.

The Pledge of Allegiance was recited.

The call to the public was opened at 6:31 pm with no response.

Approval of Consent Agenda:

Moved by Hunt, supported by Lowe, to approve the Consent Agenda as presented. **The motion carried unanimously.**

1. Payment of Bills: October 2, 2023
2. Request to approve September 18, 2023 regular meeting minutes.

Approval of Regular Agenda:

Moved by Lowe, supported by Dhaenens, to approve the Regular Agenda as presented. **The motion carried unanimously**

3. Request for approval and adoption of Resolution No. 231002 to commend, honor and appreciate Jim Mortensen for his over 27 years of astute public service to the citizens of Genoa Charter Township. (roll call)

Mr. Mortensen was present via Zoom.

Ms. Skolarus read the resolution. Supervisor Rogers advised that the resolution will be placed on a plaque and he hopes Jim can visit the township offices to see it hanging on the wall.

Moved by Hunt, seconded by Ledford, to approve and adopt Resolution No. 231002 to commend, honor and appreciate Jim Mortensen for his over 27 years of astute public service to the citizens of Genoa Charter Township. **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

Genoa Charter Township Board Meeting

October 2, 2023

Unapproved Minutes

4. Consideration of amendments to the Fiscal Year 2023-2024 budget for Fund 202 – “SAD Roads and Lakes” to create a new Department #496 with associated appropriation line item 202-496-801-075 in the amount of \$369,000 for the Crystal Valley Special Assessment project.

Ms. VanMarter stated that in response to Ms. Skolarus’ inquiry at the last meeting, she spoke to the Township’s accounting professionals and while doing budget amendments frequently throughout the year is cumbersome, they prefer them to be done as the funds are expended as that is best management practices for township accounting.

Moved by Lowe, supported by Skolarus, to approve the amendments to the Fiscal Year 2023-2024 budget for Fund 202 – “SAD Roads and Lakes” to create a new Department #496 with associated appropriation line item 202-496-801-075 in the amount of \$369,000 for the Crystal Valley Special Assessment project. **The motion carried unanimously.**

5. Consideration of amendments to the Fiscal Year 2023-2024 budget to adjust Fund 208 – “Parks and Recreation” for the Michigan Natural Resources Trust Fund Acquisition Grant to reduce the revenue in fund 208-000-699-249 from \$300,000 to \$138,000 and to increase appropriation line item 208-536-972-100 from \$600,000 to \$681,000.

Ms. VanMarter reminded the Board these funds are for the purchase of the 90 acres adjacent to the township hall. The reason for the adjustment is that the grant funding was less than originally anticipated when this process began in 2021. The property has been appraised for \$1 million less than when the process started. This changed the grant amount. She is close to closing on the property and this is the last step in the purchase process.

Ms. Skolarus questioned the transfer tax that has to be paid. Ms. VanMarter stated this was in the documentation from the State as well as from the title company; however, she will check into the reason for this.

Moved by Ledford, supported by Croft, to approve the amendments to the Fiscal Year 2023-2024 budget to adjust Fund 208 – “Parks and Recreation” for the Michigan Natural Resources Trust Fund Acquisition Grant to reduce the revenue in fund 208-000-699-249 from \$300,000 to \$138,000 and to increase appropriation line item 208-536-972-100 from \$600,000 to \$681,000.. **The motion carried unanimously.**

6. Request for approval of the closed session minutes from September 18, 2023.
 - a. If necessary, consider motion to enter into closed session under the Open Meetings Act, MCL 15.268(h) to consider material exempt from discussion or disclosure by state or federal statute. (roll call)
 - b. Consider motion to adjourn the closed session and reconvene in open session. (roll call)

Moved by Skolarus, supported by Hunt, to approve the closed session minutes from September 18, 2023 as presented. **The motion carried unanimously.**

Correspondence

Mr. Rogers noted that a memo was received from Utility Director, Greg Tatara, regarding the township's PFAS testing results. Ms. VanMarter stated that RO units have been installed in the homes who have had PFAS detected. After they were installed and the water retested, these homes were non detect for PFAS. They will continue to monitor these homes as well as their neighbors.

Member Discussion

Supervisor Rogers stated the Senior Survivor playground is near completion. Also, the pavement work on Chilson Road is complete.

Ms. Hunt welcomed Mr. Dhaenens to the Board of Trustees. Jeff appreciates the support and allowing him to serve.

Ms. Skolarus questioned when the roundabout at Challis Road and Bauer will be done. The township will have to allocate funds. Ms. VanMarter stated the project is scheduled for next year and it will be federally funded, so the township does not have to contribute any money.

Adjournment

Moved by Hunt, supported by Lowe, to adjourn the meeting at 6:55 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas
Recording Secretary

Approved:

Paulette Skolarus, Clerk
Genoa Charter Township

Bill Rogers, Supervisor
Genoa Charter Township

Genoa Township Election Officials
Nov. 7, 2023 Howell School Election
Polly Skolarus (810) 224-5675

Pct. 1 and 9 Cleary University - 3699

Daena Nicholas, Co-Chair – R

Joe Nagy, Co-Chair – R

Mark Gnaster – R

John Galleher – D

Carol Ann Rossi - D

Pct. 12 2/42 Church - 865

Jennifer McCauley, Co-Chair - R

Monica Craven, Co-Chair – D

Louis Doucette - R

Janet Ellis – D

Richard Garlick – R

Pct. 2 & 10 Three Fires Middle School – 2903

John Wallbank, Co-Chair – D

Melissa Mitchell, Co-Chair - R

Lynda Lawrence – R

Cheryl Colloton – D

Richard Luce – D

Denise Thornton - R

Pct. 3 Community Bible - 2029

Beverly Hamilton, Co-Chair - R

Margaret Mullally-Henne, Co-Chair - D

James Henne - D

Vicki Strzalkowski - R

Karen Wright - D

Pct. 5 - Chilson Hills - 1065

Diane Goodall, Co-Chair - D

Matt Hurley, Co-Chair – R

Terri Ladwig - D

Paul Sebastian – R

Ashley Keinath – D

Absent Voter Counting Board

Marilyn Smyth, Co-Chair – D

Colleen Vanderhovel, Co-Chair – D

Faith Schneirs, Comp – D

Robert Zurke – R

Linda Kite - R

Sandra Ramiller – D

Patricia MacArthur - D

Kay Nicholas - D



To: Supervisor Rogers and the Genoa Township

From: Tim Church, Executive Director, Howell Area Parks and Recreation Authority

Request Approval of the Howell Area Parks and Recreation Authority 2023 Budget

Each year, the Howell Area Parks and Recreation Authority (HAPRA) must seek approval of our annual budget from the participating municipalities. The focus of our presentation each year is to discuss the rate increase to those participating municipalities. This year's CPI increased 3.8%.

2023 contribution currently \$120,000

2024 ask is an increase of \$4,500 for total of \$124,500

The rest of the 2024 budget revenues are all based on annual revenues trends, our programs and event are growing, and we do reflect that in our revenues in a conservative manor. Our expenses reflect a standard increase due to inflation and wage increases.

I will be in attendance at the October 16th board meeting to handle any questions regards to this matter or any other questions in our budget proposal.

Thank you again for your continual support for recreation and for the support of the Howell Area Parks and Recreation Authority,

Best Regards,

Tim Church
Executive Director
Howell Area Parks and Recreation Authority

BUDGET REPORT FOR HOWELL AREA PARKS AND RECREATION
Calculations As Of 12/31/2024

GL Number	Description	2022	2022	2023	2023	2024	2024
		Activity	Amended Budget	Activity	Amended Budget	DEPARTMENT REQUESTED	FINANCE REVIEW
Fund: 208 PARKS & REC AUTHORITY							
Account Category: Estimated Revenues							
208-751-587.001	PK/RC MARION TWP PARTICIPATION	113,500.00	113,500.00	90,000.00	120,000.00	124,500.00	124,500.00
208-751-587.002	PK/RC GENOA TWP PARTICIPATION	113,500.00	113,500.00	90,000.00	120,000.00	124,500.00	124,500.00
208-751-587.003	PK/RC OCEOLA TWP PARTICIPATION	113,500.00	113,500.00	90,000.00	120,000.00	124,500.00	124,500.00
208-751-587.005	PK/RC HOWELL CITY PARTICIPATION	113,500.00	113,500.00	90,000.00	120,000.00	124,500.00	124,500.00
208-751-587.006	PK/RC HOWELL TWP PARTICIPATION	113,500.00	113,500.00	90,000.00	120,000.00	124,500.00	124,500.00
208-751-650.106	FACILITY MEMBERSHIPS	85,004.87	100,000.00	106,938.63	88,500.00	130,000.00	130,000.00
208-751-651.020	BENNETT BLDG RENTAL FEES	640.00	740.00	195.00	200.00	0.00	0.00
208-751-651.022	OCEOLA BLDG RENTAL FEES	56,784.50	80,000.00	65,780.00	81,000.00	70,000.00	75,000.00
208-751-651.026	GYMANASIUM RENTALS	30,288.60	31,000.00	36,973.35	32,800.00	35,000.00	35,000.00
208-751-665.000	INVESTMENT INTEREST	390.35	400.00	1,629.01	600.00	1,800.00	1,800.00
208-751-671.002	MISC REVENUES	605.02	600.00	2,471.58	2,300.00	500.00	500.00
208-751-675.026	GIFT CERTIFICATE	110.00	100.00	0.00	250.00	0.00	0.00
208-751-675.075	DOG PARK MAINT SERV FEES	5,000.00	5,000.00	2,500.00	5,000.00	0.00	0.00
208-751-678.010	SPONSORSHIP FEES	7,250.00	15,000.00	5,900.00	11,000.00	2.00	15,000.00
208-751-678.013	YOUTH SCHOLARSHIP FUND	0.00	0.00	0.00	0.00	0.00	0.00
208-751-691.000	LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
Estimated Revenues		753,573.34	800,340.00	672,387.57	821,650.00	859,802.00	879,800.00
Account Category: Appropriations							
208-751-702.001	SAL & WAGES DIRECTOR	66,253.80	66,000.00	48,460.22	70,233.39	72,691.56	72,691.56
208-751-702.003	SAL & WAGES - BUSINESS MANAGER	41,803.82	41,536.00	32,233.88	46,000.00	51,815.90	51,815.90
208-751-702.004	SAL & WAGES - OPERATIONS MGR	40,364.84	40,138.00	27,759.05	29,809.68	24,996.40	24,996.40
208-751-702.024	SAL & WAGES -MARKETING	25,377.01	25,100.00	23,353.58	29,183.60	24,756.60	24,745.60
208-751-702.030	SAL & WAGES FRONT OFFICE	73,478.14	69,245.66	57,879.20	90,000.00	87,000.00	87,000.00
208-751-702.034	SAL & WAGE FACILITIES MAINT/COORD	63,053.50	58,000.00	56,807.29	75,000.00	84,000.00	84,000.00
208-751-713.000	EMPLOYER SHARE FICA	24,511.38	24,500.00	19,456.97	26,027.34	30,116.05	30,116.05
208-751-714.000	EMPLOYEE MEDICAL INSURANCE	13,717.91	14,000.00	8,836.29	18,040.00	14,000.00	14,000.00
208-751-714.002	EMP DISABILITY /LIFE INSURANCE	1,584.48	1,585.00	0.00	0.00	0.00	0.00
208-751-714.004	ICMA RETIREMENT	37,850.00	37,850.00	6,221.10	20,510.06	21,716.84	21,716.84
208-751-727.000	OFFICE SUPPLIES	1,374.25	1,375.00	904.95	1,500.00	1,500.00	1,500.00
208-751-730.000	POSTAGE	1,214.05	1,220.00	984.55	5,000.00	1,500.00	1,500.00
208-751-740.000	OPERATING SUPPLIES - GENL	885.06	900.00	169.42	1,500.00	1,500.00	1,500.00
208-751-740.026	OPERATING SUPPLIES SHIRTS/BADGES	0.00	0.00	1,980.50	2,500.00	1,500.00	1,500.00
208-751-751.000	GASOLINE & DIESEL FUEL	2,232.78	2,250.00	1,878.90	3,000.00	3,000.00	3,000.00
208-751-801.000	PROFESSIONAL SERVICES	47,223.12	47,225.00	31,328.28	30,000.00	50,000.00	50,000.00
208-751-804.000	CONTRACTUAL SERVICES	15,196.00	15,200.00	10,860.00	12,000.00	15,000.00	15,000.00
208-751-840.000	DUES, SUBSCRIPTIONS & MEMBERSHIPS	2,220.08	2,220.00	2,279.52	3,000.00	3,000.00	3,000.00
208-751-850.000	COMMUNICATION - TELEPHONES	10,543.42	10,545.00	7,595.44	10,000.00	11,000.00	11,000.00
208-751-850.008	COMMUNICATION - INTERNET & CABLE	17,830.91	17,835.00	11,956.39	19,000.00	19,800.00	19,800.00
208-751-850.030	COMMUNICATIONS INTERNET YOUTH CNTR	0.00	0.00	0.00	0.00	0.00	0.00
208-751-860.000	TRAVEL	4,713.88	4,720.00	4,055.43	6,000.00	7,000.00	7,000.00
208-751-900.000	MARKETING, PRINTING & PUBLISHING	6,742.47	6,700.00	5,459.55	15,000.00	8,210.00	10,000.00
208-751-910.000	INSURANCE	36,234.58	36,500.00	33,191.88	40,500.00	45,000.00	45,000.00
208-751-920.000	UTILITIES - ELECTRICITY	5,861.38	5,000.00	5,398.04	6,500.00	7,300.00	7,300.00
208-751-920.001	UTILITIES - GAS	7,740.34	7,740.00	5,254.76	6,500.00	8,000.00	8,000.00
208-751-920.002	UTILITIES - WAT / SEW	1,976.50	1,500.00	1,290.45	2,000.00	2,300.00	2,300.00
208-751-920.003	UTILITIES - RUBBISH	794.44	800.00	600.93	900.00	960.00	960.00

208-751-920.012	UTILITIES - ELEC/OCEOLA	42,735.09	40,000.00	33,401.91	48,000.00	50,000.00	50,000.00
208-751-920.013	UTILITIES - GAS/OCEOLA	9,646.91	8,000.00	9,926.13	12,000.00	12,500.00	12,500.00
208-751-920.014	UTILITIES - WATER/OCEOLA	1,296.83	900.00	1,050.94	1,500.00	2,500.00	2,500.00
208-751-920.015	UTILITIES - RUBBISH/OCEOLA	678.69	678.69	581.58	850.00	900.00	900.00
208-751-920.030	UTILITIES - ELECTRICTY YOUTH CNTR	0.00	0.00	0.00	0.00	0.00	0.00
208-751-920.031	UTILITIES - GAS YOUTH CNTR	0.00	0.00	0.00	0.00	0.00	0.00
208-751-920.032	UTILITEIS - WATER/SEWER YOUTH CNTR	0.00	0.00	0.00	0.00	0.00	0.00
208-751-930.000	GROUNDS MAINTENANCE BENNETT	3,824.84	3,824.84	3,186.17	4,000.00	4,000.00	4,000.00
208-751-930.006	REPAIR & MAINT - VEHICLES	246.61	246.61	166.22	2,000.00	1,000.00	1,000.00
208-751-930.014	GROUNDS MAINTENANCE OCEOLA	35,913.86	36,000.00	27,312.39	45,000.00	45,000.00	45,000.00
208-751-931.000	BLDG R&M BENNETT	10,278.13	10,300.00	3,630.71	8,000.00	8,000.00	8,000.00
208-751-931.014	BLDG R & M OCEOLA	7,482.18	7,500.00	11,179.32	10,000.00	12,000.00	12,000.00
208-751-940.000	EQUIPMENT RENTAL	36,850.59	37,000.00	25,444.31	35,000.00	40,000.00	40,000.00
208-751-940.040	FACILITY RENT	24,000.00	24,000.00	20,000.00	24,000.00	24,000.00	24,000.00
208-751-956.000	MISCELLANEOUS	2,524.05	2,525.00	568.89	1,045.93	500.00	500.00
208-751-956.003	BANK CHARGES & FEES	17,479.68	17,500.00	18,993.67	18,000.00	28,000.00	28,000.00
208-751-957.000	EDUCATION / TRAINING	20.00	20.00	280.00	600.00	100.00	100.00
208-751-970.000	CAPITAL OUTLAY / EQUIPMENT	0.00	0.00	0.00	0.00	0.00	6,065.65
208-751-980.000	OFFICE EQUIPMENT	0.00	0.00	671.59	750.00	2,500.00	2,500.00
208-751-980.004	EQUIP / COMPUTER HARDWARE	5,604.15	5,604.15	0.00	1,200.00	1,700.00	1,700.00
208-751-980.005	EQUIPMENT/COMPUTER SOFTWARE	55,564.05	55,564.05	31,302.26	30,000.00	35,000.00	35,000.00
208-751-991.000	PRINCIPAL	10,992.00	10,992.00	9,160.00	10,000.00	10,992.00	10,992.00
208-999-999.099	ESTIMATED CY FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
Appropriations		815,915.80	800,340.00	603,052.66	821,650.00	876,355.35	884,200.00

Fund 208 - PARKS & REC AUTHORITY:

TOTAL ESTIMATED REVENUES	753,573.34	800,340.00	672,387.57	821,650.00	859,802.00	879,800.00
TOTAL APPROPRIATIONS	815,915.80	800,340.00	603,052.66	821,650.00	876,355.35	884,200.00
NET OF REVENUES & APPROPRIATIONS:	(62,342.46)	0.00	69,334.91	0.00	(16,553.35)	(4,400.00)

Fund: 214 YOUTH SPORTS

Account Category: Estimated Revenues

214-751-650.006	GENOA SOCCER FIELD RENTALS	16,280.00	17,000.00	14,805.00	7,500.00	10,000.00	10,000.00
214-751-650.050	PROGRAM FEES - VOLLEYBALL	10,840.00	11,450.00	14,532.00	15,000.00	18,000.00	18,000.00
214-751-650.051	PROGRAM FEES - ENRICHMENT	21,537.00	21,537.00	19,166.00	17,000.00	16,000.00	22,000.00
214-751-650.052	PROGRAM FEES - PICKLEBALL	0.00	0.00	1,575.00	2,500.00	2,500.00	2,500.00
214-751-650.053	PROGRAM FEES - SOCCER	107,355.00	107,355.00	140,263.50	120,000.00	125,000.00	135,000.00
214-751-650.054	PROGRAM FEES - BASKETBALL	40,952.00	41,000.00	14,812.00	30,000.00	35,000.00	38,000.00
214-751-650.055	PROGRAM FEES - SPECIAL EVENTS	(102.66)	(102.66)	0.00	0.00	0.00	0.00
214-751-650.094	PROGRAM FEES - SOFTBALL	2,630.00	2,630.00	4,650.00	2,300.00	3,500.00	3,500.00
214-751-650.102	DROP IN SPORTS	11,013.40	10,000.00	8,393.40	10,000.00	10,000.00	10,000.00
214-751-651.009	PAGE FIELD RENTAL	0.00	0.00	4,845.00	0.00	0.00	0.00
214-751-678.095	SPONSORSHIP FEES - YOUTH SPORTS	3,250.85	3,250.85	5,226.35	4,500.00	5,000.00	7,500.00
Estimated Revenues		213,755.59	214,120.19	228,268.25	208,800.00	225,000.00	246,500.00

Account Category: Appropriations

214-751-702.004	SAL & WAGES OPERATION MANAGER	0.00	0.00	6,211.50	12,423.20	12,423.00	21,736.00
214-751-702.080	SAL & WAGES YOUTH SPORTS MGR	41,140.00	41,600.00	29,287.33	42,848.00	42,848.00	44,137.60
214-751-702.081	SAL & WAGES YOUTH SPORTS COORDINATORS	27,006.39	26,900.00	14,788.96	25,000.00	27,000.00	31,300.00
214-751-702.083	SAL & WAGES - YOUTH FACILITIES COOR	0.00	0.00	0.00	0.00	0.00	0.00
214-751-713.000	EMPLOYER SHARE FICA	5,816.03	5,732.87	4,163.56	5,190.37	5,000.00	5,671.53
214-751-714.000	EMPLOYEE MEDICAL INSURANCE	1,000.00	1,000.00	500.00	1,000.00	1,000.00	1,000.00
214-751-714.002	EMP DISABILITY /LIFE INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
214-751-714.004	ICMA RETIREMENT	5,200.00	5,200.00	1,102.40	4,284.80	4,284.80	4,413.76
214-751-727.000	OFFICE SUPPLIES	0.00	0.00	29.62	0.00	0.00	0.00
214-751-740.000	OPERATING SUPPLIES	2,891.39	2,900.00	3,393.62	3,600.00	4,500.00	4,500.00

214-751-740.080	OPER SUPPLIES/VOLLEYBALL	681.25	1,500.00	1,455.40	1,500.00	2,000.00	2,000.00
214-751-740.081	OPER SUPP/ SOCCER	21,634.29	21,495.64	26,166.74	30,000.00	30,000.00	30,000.00
214-751-740.082	OPER SUPP/ SPECIAL EVENTS	299.08	300.00	0.00	0.00	0.00	0.00
214-751-740.083	OPERATING SUPPLIES - PICKLEBALL	0.00	0.00	2,507.91	2,000.00	2,500.00	2,500.00
214-751-740.086	OPERATING SUPPLIES - BASKETBALL	6,120.63	6,200.00	7,378.36	9,500.00	11,000.00	11,000.00
214-751-801.017	BACKGROUND CHECKS	888.00	890.00	1,720.50	3,500.00	3,500.00	2,500.00
214-751-804.008	CONTRACT SERV - INSTRUCTORS	7,380.00	7,380.00	4,902.00	4,500.00	7,000.00	9,000.00
214-751-804.009	CONTRACT SERV - OFFCL /COACHES	4,872.50	6,000.00	3,735.00	7,000.00	8,000.00	8,000.00
214-751-804.010	CONTRACT SERV - FIELD MAINTENANCE	31,149.80	31,150.00	24,689.50	40,000.00	45,000.00	35,000.00
214-751-840.000	DUES & MEMBERSHIPS	183.33	183.33	165.00	200.00	200.00	200.00
214-751-860.000	CONFERENCE /TRANSPORTATION	589.72	600.00	857.03	1,000.00	1,000.00	1,000.00
214-751-920.002	UTILITIES - WAT / SEW	0.00	0.00	3,060.98	3,000.00	4,000.00	4,000.00
214-751-942.001	PORTA JOHN RENTALS	3,195.96	3,200.00	2,818.50	4,000.00	4,500.00	4,500.00
214-751-957.000	EDUCATION / TRAINING	0.00	0.00	80.00	200.00	200.00	200.00
214-751-970.000	CAPITAL OUTLAY EQUIP	6,051.85	51,888.35	(89.97)	8,053.63	7,844.20	22,141.11
214-751-980.004	EQUIP / COMPUTER HARDWARE	0.00	0.00	0.00	0.00	1,700.00	1,700.00
214-999-999.099	ESTIMATED CY FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
Appropriations		166,100.22	214,120.19	138,923.94	208,800.00	225,500.00	246,500.00

Fund 214 - YOUTH SPORTS:

TOTAL ESTIMATED REVENUES	213,755.59	214,120.19	228,268.25	208,800.00	225,000.00	246,500.00
TOTAL APPROPRIATIONS	166,100.22	214,120.19	138,923.94	208,800.00	225,500.00	246,500.00
NET OF REVENUES & APPROPRIATIONS:	47,655.37	0.00	89,344.31	0.00	(500.00)	0.00

Fund: 216 FESTIVALS

Account Category: Estimated Revenues

216-751-650.003	PROGRAM FEES SPECIAL EVENTS	23,755.12	40,000.00	16,329.63	20,000.00	20,000.00	20,000.00
216-751-671.013	MISC REVENUES - SPECIAL EVENTS	0.00	0.00	0.00	0.00	0.00	0.00
216-751-675.101	FUNDRAISING - SPECIAL EVENTS	0.00	0.00	1,341.31	1,000.00	1,500.00	2,500.00
216-751-678.039	PROGRAM FEES - MELON FESTIVAL	0.00	0.00	8,867.00	15,000.00	10,000.00	10,000.00
216-751-678.040	SPONSORSHIP FEES MELON FESTIVAL	21,595.00	25,000.00	35,214.00	32,000.00	30,000.00	36,072.99
216-751-678.041	STREET VENDOR FEES MELON	0.00	0.00	15,532.50	15,000.00	14,000.00	15,000.00
216-751-678.042	FESTIVAL TENT MELON FEST	17,254.00	18,000.00	19,352.75	18,000.00	18,000.00	18,000.00
216-751-678.046	MISC REVENUE MELON FEST	227.00	227.00	0.00	0.00	0.00	0.00
216-751-678.047	SPONSORSHIP FEES MELON RUN	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	15,000.00
216-751-678.048	PROGRAM FEES MELON RUN	16,101.94	16,101.94	20,074.15	17,500.00	18,000.00	20,000.00
216-751-678.049	FOOD VENDOR FEES MELON	6,475.00	6,475.00	6,650.00	10,000.00	10,000.00	10,000.00
216-751-678.050	SPONSORSHIP FEES LEGEND	9,500.00	15,000.00	550.00	12,000.00	8,000.00	8,000.00
216-751-678.053	MISC REVENUE LEGEND	0.00	0.00	0.00	0.00	0.00	0.00
216-751-678.054	PROGRAM FEES - LEGENDS	0.00	0.00	0.00	2,500.00	1,000.00	1,000.00
216-751-678.057	SPONSORSHIP FEES HORSEMAN RUN	960.00	4,000.00	0.00	4,000.00	5,000.00	7,500.00
216-751-678.058	PROGRAM FEES HORSEMAN RUN	16,508.47	17,500.00	3,351.00	14,000.00	15,500.00	15,500.00
216-751-678.070	SPONSORSHIP FEES - SPECIAL EVENTS	4,100.00	5,000.00	5,350.00	10,000.00	9,000.00	10,000.00
Estimated Revenues		126,476.53	157,303.94	142,612.34	181,000.00	170,000.00	188,572.99

Account Category: Appropriations

216-751-702.001	SAL & WAGES FESTIVAL DIRECTOR	37,792.00	37,440.00	29,935.53	41,600.00	44,000.00	44,137.60
216-751-702.004	SAL & WAGES OPERATIONS MANAGER	2,432.25	2,432.25	2,011.10	7,453.92	7,500.00	5,434.00
216-751-702.024	SAL & WAGES-MARKETING	0.00	0.00	0.00	0.00	0.00	5,000.00
216-751-702.103	SALARY & WAGES STAFF	15,650.70	16,000.00	12,826.14	17,400.00	16,500.00	17,400.00
216-751-713.000	EMPLOYER SHARE FICA	2,891.08	3,000.00	2,564.54	5,083.72	5,000.00	4,707.63
216-751-714.000	EMPLOYEE MEDICAL INSURANCE	1,000.00	1,000.00	500.00	1,000.00	1,000.00	1,000.00
216-751-714.002	EMP DISABILITY /LIFE INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
216-751-714.004	ICMA RETIREMENT	4,680.00	3,744.00	1,206.40	4,160.00	4,400.00	4,413.76
216-751-727.000	OFFICE SUPPLIES	212.67	212.67	39.00	115.00	200.00	100.00
216-751-730.000	POSTAGE	230.17	100.00	0.00	100.00	200.00	100.00

216-751-740.000	OPERATING SUPPLIES	13.98	15.00	266.76	1,000.00	1,000.00	500.00
216-751-740.035	OPER SUPPLIES - SPECIAL EVENTS	23,652.10	24,500.00	12,208.89	19,500.00	15,500.00	20,000.00
216-751-740.102	OPER SUPP MELON FESTIVAL	38,274.63	38,270.70	50,485.64	47,800.00	48,000.00	50,000.00
216-751-740.106	OPER SUPP MELON RUN	7,302.46	7,302.46	10,142.23	5,800.00	5,900.00	10,000.00
216-751-740.201	OPER SUPP LEGEND OF SLEEPY HOWELL	12,201.50	9,500.00	0.00	10,000.00	6,000.00	6,000.00
216-751-740.203	OPER SUPPLIES HEADLESS HORSEMAN RUN	9,839.58	4,000.00	0.00	3,500.00	3,500.00	7,500.00
216-751-840.000	DUES & MEMBERSHIPS	724.33	333.33	165.00	200.00	680.00	680.00
216-751-860.000	CONFERENCE /TRANSPORTATION	1,479.38	1,028.66	905.78	1,000.00	1,500.00	1,500.00
216-751-900.000	PRINTING & PUBLISHING	1,889.00	1,900.00	1,770.56	3,500.00	3,000.00	3,000.00
216-751-942.001	PORTA JOHN RENTALS	6,055.00	6,494.87	5,840.00	6,000.00	6,000.00	7,000.00
216-751-956.000	MISCELLANEOUS	0.00	0.00	18.50	0.00	0.00	0.00
216-751-957.000	EDUCATION / TRAINING	30.00	30.00	40.00	100.00	120.00	100.00
216-751-964.001	PROGRAM REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
216-751-970.000	CAPITAL OUTLAY EQUIP	0.00	0.00	0.00	3,987.36	0.00	0.00
216-751-980.004	EQUIP / COMPUTER HARDWARE	0.00	0.00	1,459.91	1,700.00	0.00	0.00
216-999-999.099	ESTIMATED CY FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
Appropriations		166,350.83	157,303.94	132,385.98	181,000.00	170,000.00	188,572.99

Fund 216 - FESTIVALS:

TOTAL ESTIMATED REVENUES		126,476.53	157,303.94	142,612.34	181,000.00	170,000.00	188,572.99
TOTAL APPROPRIATIONS		166,350.83	157,303.94	132,385.98	181,000.00	170,000.00	188,572.99
NET OF REVENUES & APPROPRIATIONS:		(39,874.30)	0.00	10,226.36	0.00	0.00	0.00

Fund: 217 PRESCHOOL

Account Category: Estimated Revenues

217-751-590.000	GRANTS	40,300.00	40,300.00	0.00	0.00	0.00	0.00
217-751-651.003	PRESCHOOL CAMP TUITION	3,233.00	3,233.00	4,161.00	4,160.00	4,900.00	7,500.00
217-751-651.007	PRESCHOOL TUITION	52,850.00	46,000.00	31,966.00	58,560.00	62,479.79	62,460.00
217-751-675.015	PRESCHOOL FUNDRAISING	214.00	250.00	247.00	1,000.00	1,200.00	1,200.00
217-751-675.040	DONATIONS - GENERAL	100.00	0.00	25.00	0.00	100.00	100.00
Estimated Revenues		96,697.00	89,783.00	36,399.00	63,720.00	68,679.79	71,260.00

Account Category: Appropriations

217-751-702.023	SAL & WAGES PRESCHOOL	41,985.26	45,000.00	32,780.56	54,840.00	60,060.20	59,164.80
217-751-713.000	EMPLOYER SHARE FICA	3,348.70	3,920.00	2,484.06	4,195.26	4,594.59	4,437.00
217-751-714.000	EMPLOYEE MEDICAL INSURANCE	1,000.00	1,000.00	500.00	1,000.00	1,000.00	1,000.00
217-751-727.000	OFFICE SUPPLIES	0.00	100.00	0.00	0.00	0.00	0.00
217-751-740.028	OPER SUPP/PRESCHOOL	823.18	1,000.00	254.23	1,500.00	1,000.00	1,000.00
217-751-801.017	BACKGROUND CHECKS	18.50	50.00	18.50	37.00	0.00	37.00
217-751-840.000	DUES & MEMBERSHIPS	100.00	100.00	0.00	75.00	75.00	75.00
217-751-860.000	CONFERENCE /TRANSPORTATION	0.00	0.00	0.00	400.00	300.00	300.00
217-751-957.000	EDUCATION / TRAINING	0.00	0.00	135.00	150.00	150.00	150.00
217-751-970.000	CAPITAL OUTLAY EQUIP	0.00	37,192.85	0.00	1,274.40	1,300.00	3,196.20
217-751-979.100	GRANT EXPENSES	962.40	0.00	0.00	0.00	0.00	0.00
217-751-980.000	OFFICE EQUIPMENT	0.00	1,000.00	0.00	0.00	0.00	1,700.00
217-751-980.015	PRESCHOOL EQUIPMENT	0.00	420.15	0.00	248.34	200.00	200.00
Appropriations		48,238.04	89,783.00	36,172.35	63,720.00	68,679.79	71,260.00

Fund 217 - PRESCHOOL:

TOTAL ESTIMATED REVENUES		96,697.00	89,783.00	36,399.00	63,720.00	68,679.79	71,260.00
TOTAL APPROPRIATIONS		48,238.04	89,783.00	36,172.35	63,720.00	68,679.79	71,260.00
NET OF REVENUES & APPROPRIATIONS:		48,458.96	0.00	226.65	0.00	0.00	0.00

Fund: 218 SENIOR CENTER

Account Category: Estimated Revenues

218-751-590.000	GRANTS	4,380.00	(620.00)	69,000.00	0.00	23,000.00	23,000.00
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218-751-650.030	PROGRAM FEES - ENRICHMENT	11,629.50	12,000.00	6,115.00	8,000.00	5,800.00	10,000.00
218-751-650.098	PROGRAM FEES - FITNESS	52,985.59	51,000.00	47,947.56	45,000.00	45,000.00	50,000.00
218-751-650.107	TRAVEL	35,900.00	35,900.00	36,237.50	15,000.00	40,000.00	40,000.00
218-751-675.009	DONATIONS / PKS & RECS SENIORS	1,616.00	2,000.00	1,000.00	600.00	1,000.00	1,000.00
218-751-675.013	UNITED WAY SENIORS	6,250.00	6,250.00	3,700.00	5,000.00	0.00	2,400.00
218-751-675.100	FUNDRAISING ENRICHMENT	876.13	1,000.00	212.00	500.00	500.00	500.00
218-751-678.012	MEMBERSHIP FEES	40,478.20	37,000.00	22,389.05	35,000.00	25,000.00	30,000.00
218-751-678.030	SPONSORSHIP FEES - ENRICHMENT	2,100.00	2,500.00	900.00	1,000.00	500.00	1,000.00
Estimated Revenues		156,215.42	147,030.00	187,501.11	110,100.00	140,800.00	157,900.00

Account Category: Appropriations

218-751-702.024	SAL & WAGES -MARKETING	0.00	0.00	2,528.40	5,056.80	0.00	1,800.00
218-751-702.027	SAL & WAGES SENIORS	43,794.80	43,524.00	28,040.00	41,600.00	42,848.00	42,848.00
218-751-713.000	EMPLOYER SHARE FICA	3,013.73	3,023.28	2,190.96	3,569.25	0.00	3,277.87
218-751-714.000	EMPLOYEE MEDICAL INSURANCE	1,000.00	1,000.00	500.00	1,000.00	1,000.00	1,000.00
218-751-714.004	ICMA RETIREMENT	8,440.00	8,440.00	1,092.00	4,160.00	0.00	4,284.80
218-751-727.000	OFFICE SUPPLIES	268.66	350.00	39.00	100.00	50.00	50.00
218-751-730.000	POSTAGE	458.79	500.00	312.00	900.00	500.00	750.00
218-751-740.032	OPER SUPP/SENIORS	4,422.53	4,225.00	1,799.13	4,500.00	3,000.00	5,000.00
218-751-740.061	OPER SUPP/FITNESS	1,731.47	1,750.00	890.74	10,000.00	5,000.00	0.00
218-751-740.070	OPER SUPP/ TRAVEL	37,241.00	37,241.00	36,556.38	15,000.00	16,000.00	45,000.00
218-751-804.008	CONTRACT SERV - INSTRUCTORS	16,630.00	18,000.00	13,522.00	20,000.00	18,000.00	20,000.00
218-751-804.080	CONTRACT SERVICES ENTERTAINMENT	216.00	500.00	0.00	0.00	0.00	1,500.00
218-751-840.000	DUES & MEMBERSHIPS	183.33	200.00	165.00	300.00	500.00	500.00
218-751-860.000	CONFERENCE /TRANSPORTATION	1,293.67	1,200.00	857.03	1,000.00	1,000.00	1,000.00
218-751-957.000	EDUCATION / TRAINING	295.00	295.00	0.00	500.00	500.00	500.00
218-751-964.001	PROGRAM REFUNDS	0.00	50.00	0.00	0.00	0.00	0.00
218-751-967.002	GRANT EXPENSES	4,580.00	5,000.00	0.00	0.00	23,000.00	0.00
218-751-970.000	CAPITAL OUTLAY EQUIP	0.00	21,731.72	0.00	2,413.95	0.00	28,689.33
218-751-980.004	EQUIP / COMPUTER HARDWARE	0.00	0.00	0.00	0.00	0.00	1,700.00
218-999-999.099	ESTIMATED CY FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
Appropriations		123,568.98	147,030.00	88,492.64	110,100.00	111,398.00	157,900.00

Fund 218 - SENIOR CENTER:

TOTAL ESTIMATED REVENUES		156,215.42	147,030.00	187,501.11	110,100.00	140,800.00	157,900.00
TOTAL APPROPRIATIONS		123,568.98	147,030.00	88,492.64	110,100.00	111,398.00	157,900.00
NET OF REVENUES & APPROPRIATIONS:		32,646.44	0.00	99,008.47	0.00	29,402.00	0.00

Fund: 219 SUMMER DAY CAMP

Account Category: Estimated Revenues

219-751-651.003	SUMMER CAMP	55,179.00	55,179.00	71,934.00	70,000.00	77,500.00	77,500.00
219-751-651.025	SPECIALTY CAMPS	4,485.00	8,500.00	4,325.00	6,500.00	11,000.00	11,000.00
219-751-678.030	SPONSORSHIP FEES - ENRICHMENT	0.00	0.00	694.30	5,000.00	5,250.00	5,000.00
Estimated Revenues		59,664.00	63,679.00	76,953.30	81,500.00	93,750.00	93,500.00

Account Category: Appropriations

219-751-702.025	SAL & WAGES SUMMER CAMP MANAGER	2,887.50	2,000.00	2,165.02	4,800.00	0.00	0.00
219-751-702.036	SAL & WAGE SUMMER CAMP SUPERVISOR	562.50	0.00	7,676.40	8,820.00	34,378.81	14,707.00
219-751-702.037	SAL & WAGES SUMMER CAMP COUNSELOR	45,980.77	44,348.43	41,614.67	44,000.00	38,000.00	46,000.00
219-751-713.000	EMPLOYER SHARE FICA	2,803.19	2,900.00	3,164.52	4,407.93	5,946.19	5,975.00
219-751-740.003	OPER SUPPLIES/T-SHIRTS	1,236.50	1,500.00	994.50	1,500.00	1,200.00	1,200.00
219-751-740.029	OPER SUPPLIES/SPECIALTY CAMPS	0.00	0.00	0.00	500.00	200.00	200.00
219-751-740.033	OPER SUPP/SUMMER CAMP	4,780.94	4,463.86	1,315.40	5,000.00	2,000.00	2,000.00
219-751-740.041	OPERATING SUPPLIES SNACKS	595.21	595.21	875.84	500.00	0.00	0.00
219-751-740.042	FIELD TRIPS	7,639.00	7,639.00	6,232.80	10,000.00	10,000.00	11,040.00
219-751-801.017	BACKGROUND CHECKS	92.50	92.50	138.25	180.00	150.00	200.00

219-751-860.000	CONFERENCE /TRANSPORTATION	0.00	0.00	0.00	150.00	500.00	0.00
219-751-900.000	MARKETING PRINTING & PUBLISHING	0.00	0.00	545.00	500.00	250.00	0.00
219-751-957.000	EDUCATION / TRAINING	140.00	140.00	100.00	142.07	125.00	125.00
219-751-970.000	CAPITAL OUTLAY EQUIP	0.00	0.00	0.00	1,000.00	1,000.00	12,053.00
219-999-999.099	ESTIMATED CY FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
Appropriations		66,718.11	63,679.00	64,822.40	81,500.00	93,750.00	93,500.00

Fund 219 - SUMMER DAY CAMP:

TOTAL ESTIMATED REVENUES		59,664.00	63,679.00	76,953.30	81,500.00	93,750.00	93,500.00
TOTAL APPROPRIATIONS		66,718.11	63,679.00	64,822.40	81,500.00	93,750.00	93,500.00
NET OF REVENUES & APPROPRIATIONS:		(7,054.11)	0.00	12,130.90	0.00	0.00	0.00

Fund: 221 TEEN CENTER

Account Category: Estimated Revenues

221-751-649.000	CONCESSION SALES TEEN	5,209.38	5,200.00	3,894.95	6,000.00	6,000.00	6,000.00
221-751-650.005	PROGRAM FEES TEENS	14,945.00	14,950.00	9,480.01	22,000.00	20,000.00	22,000.00
221-751-650.060	PROGRAM FEES - YOUTH	0.00	0.00	1,108.74	5,500.00	5,500.00	20,000.00
221-751-675.010	DONATIONS - TEEN	863.92	875.00	100.00	1,000.00	1,000.00	250.00
221-751-675.012	UNITED WAY - TEENS	25,000.00	25,000.00	14,250.00	20,000.00	20,000.00	16,500.00
221-751-675.110	FUNDRAISING	975.00	1,000.00	1,285.00	18,000.00	16,000.00	21,000.00
221-751-678.010	SPONSORSHIPS	500.00	500.00	1,000.00	12,000.00	10,000.00	15,000.00
221-751-679.100	GRANTS > \$1000	61,900.00	61,900.00	1,000.00	10,000.00	8,000.00	0.00
Estimated Revenues		109,393.30	109,425.00	32,118.70	94,500.00	86,500.00	100,750.00

Account Category: Appropriations

221-751-702.026	SAL & WAGES TEEN MANAGERS	40,903.53	41,000.00	30,182.54	36,648.00	48,692.80	48,692.80
221-751-702.035	SAL & WAGES TEEN COORDINATOR	3,386.50	3,200.00	2,871.25	6,000.00	3,000.00	6,300.00
221-751-702.041	SAL & WAGES - TEEN SUPERVISOR	16,441.50	15,950.00	13,927.69	23,940.00	5,349.19	17,381.00
221-751-713.000	EMPLOYER SHARE FICA	5,453.29	5,350.00	4,316.48	5,093.98	4,962.87	4,207.00
221-751-714.000	EMPLOYEE MEDICAL INSURANCE	5,916.87	5,920.00	4,788.18	5,500.00	5,500.00	5,300.00
221-751-714.002	EMP DISABILITY /LIFE INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
221-751-714.004	ICMA RETIREMENT	9,960.00	10,000.00	1,260.48	4,544.80	4,500.00	4,869.00
221-751-727.000	OFFICE SUPPLIES	5,229.41	5,229.41	78.75	300.00	150.00	100.00
221-751-740.003	OPER SUPPLIES/T-SHIRTS	440.00	440.00	0.00	0.00	0.00	0.00
221-751-740.015	OPER SUPP/CONCESSIONS	2,903.59	2,905.00	2,728.65	3,006.22	3,200.00	4,500.00
221-751-740.036	OPER SUPPLIES - TEENS	7,446.36	7,450.00	6,576.39	3,000.00	5,000.00	3,500.00
221-751-740.044	OPER SUPPLIES/YOUTH	0.00	0.00	0.00	2,500.00	2,340.14	0.00
221-751-801.017	BACKGROUND CHECKS	18.50	18.50	0.00	0.00	0.00	0.00
221-751-840.000	DUES & MEMBERSHIPS	183.33	183.33	330.00	330.00	330.00	330.00
221-751-860.000	CONFERENCE /TRANSPORTATION	588.63	600.00	639.33	600.00	600.00	600.00
221-751-900.000	PRINTING & PUBLISHING	259.03	0.00	400.00	500.00	500.00	0.00
221-751-957.000	EDUCATION / TRAINING	0.00	259.03	375.00	375.00	375.00	0.00
221-751-964.001	PROGRAM REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
221-751-970.000	CAPITAL OUTLAY EQUIP	0.00	0.00	0.00	2,162.00	2,000.00	4,970.20
221-751-979.100	GRANTS >\$1000 EXP	89,081.17	90,000.00	0.00	0.00	0.00	0.00
221-999-999.099	ESTIMATED CY FUND BALANCE	0.00	(79,080.27)	0.00	0.00	0.00	0.00
Appropriations		188,211.71	109,425.00	68,474.74	94,500.00	86,500.00	100,750.00

Fund 221 - TEEN CENTER:

TOTAL ESTIMATED REVENUES		109,393.30	109,425.00	32,118.70	94,500.00	86,500.00	100,750.00
TOTAL APPROPRIATIONS		188,211.71	109,425.00	68,474.74	94,500.00	86,500.00	100,750.00
NET OF REVENUES & APPROPRIATIONS:		(78,818.41)	0.00	(36,356.04)	0.00	0.00	0.00

Fund: 223 DOG PARK

Account Category: Estimated Revenues

223-751-675.074	DOG PARK SALES - FOBS	10,360.00	10,550.00	7,725.00	10,550.00	0.00	9,000.00
223-751-678.010	SPONSORSHIP FEES	0.00	0.00	0.00	1,000.00	0.00	0.00

Estimated Revenues		10,360.00	10,550.00	7,725.00	11,550.00	0.00	9,000.00
Account Category: Appropriations							
223-751-740.000	OPERATING SUPPLIES	1,521.15	2,000.00	2,378.02	2,200.00	0.00	2,200.00
223-751-801.018	MANAGEMENT SERVICES	5,000.00	5,000.00	2,500.00	5,000.00	0.00	0.00
223-751-900.000	PRINTING & PUBLISHING	0.00	150.00	135.05	150.00	0.00	0.00
223-751-910.000	INSURANCE	0.00	500.00	0.00	500.00	0.00	0.00
223-751-920.002	UTILITIES - WAT / SEW	0.00	400.00	0.00	0.00	0.00	0.00
223-751-930.000	REPAIR & MAINTENANCE	272.50	300.00	0.00	650.00	0.00	0.00
223-751-967.072	DOG PARK GROUNDS MAINTENANCE	2,546.59	2,200.00	1,683.00	2,800.00	0.00	2,400.00
223-751-970.000	CAPITAL OUTLAY EQUIP	0.00	0.00	0.00	250.00	0.00	0.00
Appropriations		9,340.24	10,550.00	6,696.07	11,550.00	0.00	4,600.00
Fund 223 - DOG PARK:							
TOTAL ESTIMATED REVENUES		10,360.00	10,550.00	7,725.00	11,550.00	0.00	9,000.00
TOTAL APPROPRIATIONS		9,340.24	10,550.00	6,696.07	11,550.00	0.00	4,600.00
NET OF REVENUES & APPROPRIATIONS:		1,019.76	0.00	1,028.93	0.00	0.00	4,400.00
Report Totals:							
TOTAL ESTIMATED REVENUES - ALL FUNDS		1,526,135.18	1,592,231.13	1,383,965.27	1,572,820.00	1,644,531.79	1,747,282.99
TOTAL APPROPRIATIONS - ALL FUNDS		1,584,443.93	1,592,231.13	1,139,020.78	1,572,820.00	1,632,183.14	1,747,282.99
NET OF REVENUES & APPROPRIATIONS:		(58,308.75)	0.00	244,944.49	0.00	12,348.65	0.00

Memo

To: Genoa Township Board

From: Debra L. Rojewski

Date: 10/16/2023

Re: Enhanced Records Policy

I would like the Genoa Township Board to adopt the Enhanced Records Policy. The Township is required to have an Enhanced Records policy, according to **Act 462 of 1996**. This Act authorizes public bodies to provide enhanced access to certain public records and to impose certain fees for providing that enhanced access. I have attached P.A 462 for review. If you have any further questions feel free to contact me.

Please consider the following action:

Moved by _____, supported by _____, to

Approve the 2023 Enhanced Records Policy and Fee schedule as submitted.

ENHANCED ACCESS TO PUBLIC RECORDS ACT (EXCERPT)
Act 462 of 1996

15.443 Enhanced access to public record; powers of public body; collection of fee from third party; sharing access among public bodies; availability of public record; adoption of policy; specific public record.

Sec. 3.

(1) In accordance with this act, a public body may do all of the following:

(a) Upon authorization of the governing body of the public body, provide enhanced access for the inspection, copying, or purchasing of a public record that is not confidential or otherwise exempt by law from disclosure.

(b) Subject to subsections (2) and (3), charge a reasonable fee established by the public body's governing body for providing enhanced access.

(c) Charge a reasonable fee established by the public body's governing body for providing access to either of the following:

(i) A geographical information system.

(ii) The output from a geographical information system.

(d) Provide another public body with access to or output from its geographical information system for the official use of that other public body, without charging a fee to that other public body, if the access to or output from the system is provided in accordance with a written intergovernmental agreement that contains all of the following:

(i) A statement specifying that the public body receiving access to or output from the system without charge is prohibited from providing access to the system's output to a third party unless that public body does both of the following:

(A) Collects from the third party a fee described in subsection (2), or waives that fee in accordance with the written terms of the intergovernmental agreement.

(B) Conveys to the providing public body that portion of any fee collected under subsection (2) that is directly attributable to the operating expenses of the providing public body in furnishing the output from the system to the third party.

(ii) A statement specifying the public purpose for which access to or output from the system is being provided.

(iii) A statement specifying the portion of any fee collected under subsection (2) and collected from a third party that the receiving public body shall convey to the providing public body.

(2) A public body that receives access to or output from a system under an intergovernmental agreement described in subsection (1) may collect from a third party to whom it provides access to the output from the system under this act a reasonable fee that includes both of the following:

(a) An amount that enables the public body providing access to or output from its system to recover over time its operating expenses directly related to providing access to output from its system to a third party.

(b) An amount that enables the receiving public body to recover over time its operating expenses directly related to providing to a third party access to or output from its system.

(3) The language of this act relating to the sharing of access to or output from systems among public bodies shall be liberally construed to facilitate the sharing of access to and output from systems without financial detriment to the public bodies.

(4) Access to or output from a geographical information system shall be made available only in accordance with subsections (1), (2), and (3). Except as otherwise provided in subsections (1), (2), and (3), this act does not limit the inspection and copying of a public record pursuant to the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246. This section does not apply to public records prepared under an act or statute specifically authorizing the sale of those public records to the public, or where the amount of the fee for providing a copy of the public record is otherwise specifically provided by an act or statute.

(5) Before providing enhanced access to a member of the general public, a public body that elects to provide enhanced access shall adopt an enhanced access policy that complies with this act.

(6) This act does not require a public body to provide enhanced access to a specific public record if that public body has not established an enhanced access policy in accordance with subsection (5) with respect to that specific public record.

History: 1996, Act 462, Imd. Eff. Dec. 26, 1996 ;-- Am. 1998, Act 550, Imd. Eff. Jan. 22, 1999



Enhanced Access to Public Records Policy

Adopted by the Township Board on _____

**GENOA CHARTER TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
BOARD OF TRUSTEES**

ENHANCED ACCESS TO PUBLIC RECORDS POLICY

Considered: _____

Adopted: _____

The Genoa Charter Township Board of Trustees (the “Board”) have prepared this policy pursuant to the authority of the Enhanced Access to Public Records Act, 1996 PA 462 MCL 15.441 et seq. The policy is intended to outline procedures for providing certain records to the public and establishing a fee for such records as allowed by law. This policy applies to all departments, elected offices, and agencies of the Charter Township of Genoa government.

Article I. DEFINITIONS

Township. Township means the Charter Township of Genoa, a Michigan municipal Corporation.

Enhanced Access. Enhanced access means a public record's immediate availability for public inspection purchase or copying by digital means. Enhanced access does not include the transfer of ownership of a public record.

Operating Expenses. Operating Expenses include, but are not limited to, the Charter Township of Genoa's direct cost of creating, compiling, storing, maintaining, processing, upgrading or enhancing information or data in a form available for enhanced access, including the cost of computer hardware and software, system development, employee time, and the actual cost of supplying the information or record in the form requested by the purchaser.

Person. Person means that term as defined in Section 2 of the Freedom of Information Act, Act No. 442 of the Public Acts of 1978, being section 15.232 of the Michigan Compiled Laws.

Public Body. Public Body means that term as defined in section 2 of the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being section 15.232 of the Michigan Compiled Laws.

Public Record. Public record means that term as defined in Section 2 of the Freedom of Information Act, Act No. 442 of the Public acts of 1976, being section 15.232 of the Michigan Compiled Laws.

Reasonable Fee. Reasonable fee means a charge calculated to enable the Charter Township of Genoa to recover only those operating expenses directly related to the County's provision of enhanced access.

Software. Software means that term as defined in Section 2 of the Enhanced Access to Public Records Act, Act No. 462 of the Public Acts of 1996, being section 15.442 of the Michigan Compiled Laws.

Article II. Policy

- A. Pursuant to Act No. 462 of the Public Acts of 1996, all the Charter Township of Genoa government public bodies may provide enhanced access for the inspection, copying or purchasing of a public record that is not confidential or otherwise exempt by law from disclosure.
- B. This policy does not require a public body to provide enhanced access to any specific public record.
- C. The Charter Township of Genoa's elected officials, department heads, agencies, boards, commissions and councils legally responsible for the creation, preparation, ownership, custody, control, maintenance, preservation, guardianship, retention, possession or use of a public record shall select which records may be made available through enhanced access.
- D. This policy does not limit the inspection and copying of a public record Pursuant to the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being section 15.232 of the Michigan Compiled Laws.
- E. Principles and policies to be considered in determining which public records shall be made available through enhanced access includes, but are not limited to the following:
 - 1. Management principles applied to information resources should be the same as those applied to other governmental resources.
 - 2. Elected officials, department heads, agencies, boards, commissions, councils and other county public bodies legally responsible for the creation, preparation, ownership, custody, control, maintenance, preservation, guardianship, retention, possession or use of a public record have the responsibility, authority and accountability for the management of public record information.
 - 3. Information resources investments must be driven by legal, programmatic and governmental requirements.

4. The Charter Township of Genoa government, in trust for the people of the Charter Township of Genoa, has a duty to ensure ownership of information resources and that Township created intellectual property is protected and maintained.

Article III. FEES

- A. It is the policy of the Charter Township of Genoa to charge a reasonable fee for providing enhanced access to a public record.
- B. Except as otherwise provided by law, the Charter Township of Genoa Manager's Office shall establish a proposed reasonable fee(s) for enhanced access to a public record. The proposed fee(s) shall be presented to and approved by the Board of Trustees before they shall become effective.
- C. This policy does not apply to public records prepared under an act or statute specifically authorizing the sale of those public records to the public or where the amount of the fee for providing a copy of the public record is otherwise specifically provided by any act or statute.

Article IV. DISCLAIMER

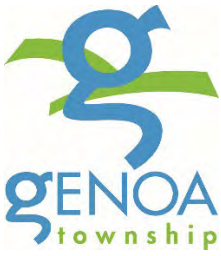
- A. Recipients of enhanced access receive all information "AS IS". The Charter Township of Genoa, its officers, officials, employees, agents, volunteers, contractors, or its public bodies cannot and do not guarantee or warrant the availability of information available through enhanced access. The Township, its officers, officials, employees, agents, volunteers, contractors, or its public bodies make no warranties of any kind, including but not limited to, warranties of accuracy, fitness for a particular purpose, or of a recipient's right of use. Recipients are solely responsible for investigating, resisting, litigating and settling such complaints, including the payment of any damages or costs.
- B. Unless authorized by resolution of the Charter Township of Genoa, no other officer, employee, agent, volunteer, contractor or other person or public body may make any representation or warranty on behalf of the Charter Township of Genoa or one of its public bodies.

Article V. REPEALOR

All policies or parts of policies in conflict herewith are repealed.

Article VI. SEVERABILITY

Should any section, subsection, paragraph, sentence, clause, or word of this Policy be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the policy.



CHARTER TOWNSHIP OF GENOA
 2911 DORR RD, BRIGHTON, MI 48116
 810-227-5225 | www.genoa.org

ENHANCED RECORD REQUEST

Name:	Date:
Company:	Paid: <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____
Address:	
City/State/Zip:	Phone :
Email address:	

FOR VOTER INFORMATION: Please specify what type of information you are requesting (i.e. voter name, registered voters, etc.) and whether you are requesting in label or list format. If you do not specify, the information will be provided in label format as a pdf. Label List

Description of Voter Information Requested: _____

No. of Copies	Requested Item	Fee	Total
	Standard Size Copies-Black/White	\$0.10 Per Page*	
	Standard Size Copies-Color	\$0.20 Per Page*	
	Large Scale Plotter Copies (12"x18"+)	\$1.00 per Page (\$2.00 color)	
	Zoning Ordinance or Master Plan Book	\$30.00	
	Electronic Copy of QVF Voter Information	\$2.00 per disk/file	
	Tax Roll Database	\$300.00 per disk/file	
	Assessment Database	\$300.00 per disk	
	Assessing Data Parcel Request**	\$.05/parcel (\$10.00 min)	
	Zoning or Future Land Use Map	\$4.00	
	GRAND TOTAL		

NOTE: Fees charged are minimum charges. Extraordinary time necessary to compile requested documents will be charged at a variable clerical fee. The above fees shall be charged by the Township unless the documents are provided in response to a request under the Michigan Freedom of Information Act. In that event, only those fees allowed by law will be charged.

*Tabloid Size Sheets 11" x 17" are an additional \$0.10 per page.

** A request for assessing data that exceeds 6,000 parcels, but is less than the entire database will be charged \$300. A minimum \$10.00 fee will be charged for any parcel request.



MEMORANDUM

2911 Dorr Road
 Brighton, MI 48116
 810.227.5225
 810.227.3420 fax
 genoa.org

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Township Manager
DATE: October 12, 2023
RE: Waste Management Contract Renewal

Please find attached the proposed renewal Agreement for Residential Solid Waste Collection with Waste Management. Township staff and officials have been negotiating with representatives of Waste Management to obtain the most favorable renewal terms for our residents. To minimize cost increases we analyzed different service options and opportunities seeking operational improvements in addition to negotiating the most economical rate. Although we could reduce costs by eliminating or reducing services, we ultimately decided that negotiating the best rate while maintaining existing services was a priority.

The major components of the contract renewal are provided below for your reference.

- 5-year Agreement between the Township and Waste Management
- Retain all existing services
- Fiscal year rate alignment to improve Township budgeting purposes
- Bi-annual Yard Waste Drop-Off Dates INCLUDED
- Township Hall Collection INCLUDED
- Illegal Dumping Assistance INCLUDED
- No cost increase in subscription yard waste collection program
- Set rates for additional trash or recycling carts
- Clear description of recyclables accepted
- Proposed Rates:

RATE (April 1 – March 31)	MONTHLY COST PER PARCEL	PROPOSED % RATE INCREASE
Current 2022-2023	\$16.45	
Proposed 11/1/23- 3/30/25	\$18.00	7%
Proposed 2025-2026	\$18.90	6%
Proposed 2026-2027	\$19.85	6%
Proposed 2027-2028	\$20.84	5%
Proposed 2028-2029	\$21.88	5%

SUPERVISOR

Bill Rogers

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

Terry Croft

Diana Lowe

Jeff Dhaenens

MANAGER

Kelly VanMarter

The attached agreement has been reviewed by staff and represents an improved and comprehensive service agreement. Although the Township Attorney reviewed the majority of the agreement, there were a few last minute minor revisions that should be approved therefore the following motion is presented for your consideration:

Moved by _____ and supported by _____ to approve the Solid Waste Services Agreement with Waste Management of Michigan, Inc., dated November 1, 2023 subject to final review and approval of the Township Attorney.

Please let me know if you have any questions or comments.

SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this first day of November 2023 by and between WASTE MANAGEMENT OF MICHIGAN, INC., a corporation organized and existing under the laws of the State of Michigan (hereafter "Company"), and GENOA CHARTER TOWNSHIP, a municipal corporation created under the laws of the State of Michigan (hereafter "Township"). (Company and Township each a "Party" and collectively the "Parties").

WHEREAS, Township desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, Township has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and Township agree as follows:

1. DEFINITIONS

- a. "**Applicable Law**" means any law, regulation, requirement, or order of any Federal, State, or local agency, court, or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- b. "**Bulky Waste**" means large household items that do not properly fit in the Service Recipient's Cart or bundled or bagged Solid Waste that do not exceed four feet by four feet by two feet (4'x4'x2') and weigh no more than sixty (60) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, cut and bundled area and floor rugs, mattresses wrapped in plastic, appliances, and tires without rims. All liquids must be drained, with no item containing Freon. Bulky Waste excludes any Unacceptable Waste, as well as automotive parts, tree stumps, oil and gas, propane tanks, C&D Debris, and batteries.
- c. "**Cart**" means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons having a hinged, tight-fitting lid and two (2) wheels.
- d. "**Collection Service(s)**" means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal, or Processing facility, and subsequently disposed or Processed.
- e. "**Construction and Demolition Debris**" or "**C&D Debris**" means materials resulting from construction, remodeling, repair, or demolition operations on any Residential Premises. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, and remnants of new construction materials including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. Except for soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.
- f. "**Container**" means a Bin, Cart or Roll-Off Container.

- g. **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.
- h. **“Green Waste”** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.
- i. **“Multi-Family Dwelling Unit”** means a Dwelling Unit in a Multi-Family Complex.
- j. **“Premises”** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.
- k. **“Process” or “Processing”** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages, or otherwise prepares Recyclables, Organic Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused, or reconstituted products. Processing begins at the time the Recyclables, Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and the residue is properly disposed.
- l. **“Rates”** means the fees to be charged by Company to Service Recipients, and paid by Service Recipients to Company, for the Collection Services and other services provided by Company and included on Exhibit A attached hereto, as such may be adjusted from time to time.
- m. **“Recyclables”** means the materials described as such in Exhibit B attached hereto.
- n. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Organic Waste set out for collection pursuant to Sections 4(b)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.
- o. **“Residential Premises”** means a Single-Family Premises or Multi-Family Complex.
- p. **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.
- q. **“Service Area”** means (i) the entire territory included within the Township limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the Township limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the Township as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.
- r. **“Service Recipient”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.
- s. **“Single-Family Premises”** means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

- t. **“Solid Waste”** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area including discarded Recyclables and Organic Waste but excluding Unacceptable Waste.
- u. **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment of facilities, or present a substantial endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. TERM.

The Term of this Agreement shall be for five (5) years commencing on November 1, 2023 (the “Commencement Date”) and expiring March 30, 2029. The Township may, after giving the Company ninety (90) days written notice and, to the extent permitted by law, terminate the contract, if the Township decides to eliminate its solid waste program and does not allocate funds to the program. The Township may, after giving the Company seven (7) days written notice and to the extent permitted by law, terminate the agreement if the Company:

- a. Fails to perform the required work as specified in this Agreement and fails to correct the deficiency within thirty (30) days after receiving written notice from the Township;
- b. Materially and substantially violates any municipal, local, state or federal law, rule, regulation, ordinance, or specification bearing on the performance of this agreement;
- c. If the Company commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if the Company takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- d. If a petition is filed against the Company under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Company under other federal or state law in effect at the time relating to bankruptcy or insolvency; or
- e. Assigns this or any portion thereof in violation of this Agreement.

3. RENEWAL.

A proposal for renewal shall be presented by the Company no later than June 30, 2028 for Township consideration. Should Township choose to proceed, re-negotiation and coinciding documents must be finalized by October 1, 2028.

4. EXCLUSIVE RIGHT, EXCEPTIONS and ENFORCEMENT.

- a. The Township does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse, Recyclables, Organic Waste and Bulky Waste) generated, deposited, accumulated, or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by Township to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more

Single-Family Premises shall not be permitted to share Collection Services under a single account. Company shall have the right to bill and collect payment for all Residential Premises in the Service Area, regardless of whether such Residential Premises receive Company's Collection Services.

- b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.
- c. The Township shall use good faith efforts to protect and enforce the exclusive rights of Company through its Refuse and Recycling Ordinance No. 1-2-90 against third-party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the Township shall use good faith efforts to cooperate in such enforcement actions brought by Company.

5. COLLECTION SERVICES.

a. Containers.

- i. Company shall provide each Single-Family Premises with one 96-gallon Cart for Refuse and one 64-gallon Cart for Recyclables. Residents can contract directly with contractor and billing individual outside this agreement. Additional Carts will be available for a fee as set forth in Exhibit A. Company will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.
- ii. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services or that becomes unusable due to ordinary wear and tear. However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, the Service Recipient shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Service Recipients will be responsible for maintaining the cleanliness of Containers, although Service Recipients may request a Container exchange. Cart exchange or replacement will be completed within seven (7) business days of the request.

b. Collection Routes and Location

- i. **Collection Location.** Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts, and if applicable, Green Waste shall be placed as close as practicable to an access point for the Company's collection vehicle that permits access by Company's collection vehicle to the Carts without endangering Company's employees or equipment. Contractor may decline to collect any Residential Solid Waste, Bulky Waste, or Green Waste from any Cart, container, bag or bundle not so placed or any such Residential Solid Waste not placed in the Cart in accordance with this Agreement.
- ii. **Collection Routes.** Collection routes shall be established by the Company. Company shall submit a map designating the collection routes with the days of pick-up to the Township for its approval, which approval shall not be unreasonably withheld. The Company may from time-to-time propose to Township for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

c. Collection Frequency and Time.

- i. Refuse, Recyclables and Bulky Waste shall be collected from the curbside (5) five days per week from Single-Family Premises, as well as Green Waste from Service Recipients with a subscription. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m.

- ii. In addition to the subscription option, Green Waste shall be collected at the Township Hall four times annually, with two events in spring and two events in fall. The Company shall communicate with the Township to schedule each event.
 - iii. Once weekly service of one six-yard dumpster and four (4) 64-gallon recycling carts located at the Genoa Township Hall (2911 Dorr Rd, Brighton, MI 48116).
- c. Bulky Waste. Company will provide Bulky Waste collection to all Cart-based Service Recipients inclusive of the monthly unit rate set forth in Exhibit A. Such rate is based on collection of (1) Bulky Waste item per week; scheduling is not required. Items must be properly prepared by the Service Recipient and placed at the curb by 7:00 a.m. on the scheduled collection day. Doors must be removed from freezers and refrigerators prior to collection. Commercially reasonable effort shall be made for pickup of properly prepared Bulky Waste timely placed at the curb for the scheduled service date and in no case shall it be delayed more than 5 business days. Improperly prepared Bulky Waste will be tagged immediately to inform the service recipient of the action necessary to facilitate Bulky Waste collection.
- d. Green Waste. The Company shall provide collection of Green Waste from all Cart-based Service Recipients that have signed up for this service to be performed every other week. Residents will have the option to sign up for yard waste service at a cost of \$10.00 per Month billed directly to the homeowner by the Company. Customers shall place Green Waste at Curbside by 7:00 am on the designated collection day. Company shall not be required to collect more than 15 bags per collection of Green Waste and any such individual Green Waste included therewith shall not exceed four (4) inches in diameter or more than three feet in length, shall be placed in sturdy paper bags suitable for containing Green Waste or in other suitable containers, excluding the Carts and plastic bags; or if greater than four (4) inches in diameter and not placed in a suitable container Green Waste shall be tied in a bundle weighing not more than fifty (50) pounds. Service recipients shall timely place such Green Waste at the Curbside for collection by the Company. Company shall not be deemed to be in default in any manner of this Agreement in the event Company fails or refuses to collect any such Green Waste from any Residential Premises requesting service because such Green Waste was not timely placed at Curbside or prepared in accordance with this Agreement.
- e. Overweight Containers. The Company may refuse to collect any Refuse or Recyclables Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide immediate notification, via tagging of the Overweight Container, to the Service Recipient regarding each instance of non-collection.
- f. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables and Organic Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.
- g. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday. Operations support and Customer Service are not required to be provided on Holidays.
- h. Customer Services. Company shall maintain a telephone system in operation from 8 a.m. to 5 p.m. – except weekends and holidays on which the Customer Service will be closed including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day – and shall have sufficient equipment in place and staff available to handle the volume of calls experienced on a monthly average. Company shall provide a toll-free phone number. Company's telephone system shall offer Customers an

automated “self-service decision tree” or other technology that is designed to assist residents on a municipal contract as developed to resolve common issues followed by transfer, if necessary, to a representative and shall offer Customers placed on hold while waiting for a representative a callback option. Company will provide a call back no later than the next business day.

- i. Bagster® Service. Provided such services are offered by Company in an area including the Township, Company will make Bagster Service, consisting of collection of the Bagster Bag and processing/disposal, available to all Service Recipients purchasing a Bagster Bag and requesting collection. Bagster Service is intended as a service in addition to, and not as a substitution for, temporary bin or roll-off service.
- j. Special Services.
 - i. Company shall provide once weekly service of one (1) six-yard dumpster and four (4) 64-gallon recycling carts located at the Genoa Township Hall (2911 Dorr Rd, Brighton, MI 48116).
 - ii. Company shall provide four (4) Green Waste collection events for resident use at Genoa Township Hall per year. Two (2) events shall be held each spring, and two (2) events shall be held each fall.
 - iii. From time to time, the Township or the Service Recipients may request performance of special services. Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Township or the Service Recipient.
- k. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.
- l. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.
- m. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.
- n. Missed Pick-Ups and Complaints. All Refuse, Recyclables, and Bulky Waste scheduled for collection must be placed at the curb or road shoulder edge or other designated location and ready for pick-up before 7:00 a.m. on the collection day; any Containers or Bulky Waste not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company’s provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one (1) week, conditions permitting. Company shall attempt to resolve all complaints promptly and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one workday, conditions permitting.
- o. Illegal Dumping. Company will use commercially reasonable efforts to assist Township, at the Township’s request, with emergency collection service in the event of an illegal dumping along or on any road within the Township by providing equipment and drivers based on negotiated services and rates between Township and Company. Township is not required to utilize the services of Company, nor is Company required to accept a request to provide such service. If the Company rejects the Township’s request for assistance with illegal dumping, the Township shall have the right to find another provider for the service.
- p. Public Outreach. The Township shall have primary responsibility for developing, designing, and executing overall public promotion, education, and outreach programs with the assistance and cooperation of the Company. The Company shall have primary responsibility for providing service-oriented information and outreach to Service Recipients and implementing ongoing recycling promotions, education, and outreach programs at the direction of the Township.

The Company shall keep the public informed of programs and encourage participation through an electronic Annual Service Update. Once per calendar year, the Company shall provide an Annual Service Update for each service sector – the format, content, and timeframe of which shall be subject to prior review and approval by the Township – which will not be unnecessarily delayed or withheld. The Annual Service Update shall be transmitted to all Service Recipients by email or other electronic means and, at a minimum, shall include an informational brochure indicating Rates, all Collection Services available, Cart preparation and other service requirements, Holidays, contact information, inclement weather and other policies, and other useful Service Recipient information.

The Company shall develop, periodically update, and maintain sufficient quantities of new Service Recipient information materials, the format and content of which shall be subject to prior review and approval by the Township, which shall not be unreasonably delayed (i.e., longer than two weeks) or withheld. Upon approval, materials shall be transmitted by mail, email, or other electronic means to every new Service Recipient prior to the Service Recipient's first billing and shall, at a minimum, include a statement of applicable rules and service policies, Rates, services and preparation requirements, Holidays, collection day, Company Service Recipient service information and contact information. Materials shall be available in accessible and alternative language formats upon request.

- q. Non-Curbside Service for Disabled Persons. Company shall provide back/side-door Residential Solid Waste collection services ("Non-Curbside Service") to disabled persons as identified by the Township who are physically unable to place the Cart at Curbside for collection by Company at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the Township. Company shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Company being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician's certificate certifying such disability and provide the physician's certificate to the Township. Company shall only be obligated to begin providing Non-Curbside Services upon certification from the Township that it has received the physician's certificate of disability. In no event will Non-Curbside Service be required to be provided at a distance of more than 150 feet from the public roadway. In the event Non-Curbside Service is provided pursuant to this Section 3.3, the Disabled Person shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight. Non-Curbside Services are not available for the collection of Green Waste, commercial solid waste, or Bulky Waste and shall only be provided to Disabled Persons at Residential Premises.
- r. Natural Disasters. Company will use commercially reasonable efforts to assist Township, at the Township's request, with emergency collection service in the event of major disaster, such as a riot or civil disturbance, earthquake, or storm, by providing equipment and drivers based on negotiated services and rates between Township and Company. Township is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers and Township shall reimburse Company for the cost of replacement.

5. SERVICE RECIPIENT BILLING.

- a. Service Recipient Billing. The Township shall invoice and collect payments from Service Recipients and shall compensate the Company monthly for Collection Services in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in Exhibit A. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients; ancillary and non-recurring charges submitted by

Company will be added to such amount. The aggregate number of such Service Recipients is currently estimated by the Township to be 7,208 as of the effective date of this Agreement.

- b. Company Submittal of Invoicing Information. On or before the 10th of each month, Company shall provide the Township an invoice for services provided based on the then-current Service Recipient count for Cart services for the previous month, as well as ancillary and non-recurring charges. The Township shall pay invoices within thirty (30) days of the invoice date. Payment by the Township shall be made by check, wire transfer or ACH debit. The Township shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month.
- c. Annual Determination of the Number of Premises with Township Billing. Prior to December 31, 2023, and each December 31 thereafter, the number of Township-billed Service Recipients shall be determined as follows:
 - i. Not later than September 30 of each year, the Township shall provide to the Company the total number of Township-billed Service Recipients as determined by the Township.
 - ii. Company shall have forty-five (45) days to review the total number of Township-billed Service Recipients and the supporting documentation supplied by the Township.
 - iii. Company shall inform the Township in writing not later than 10 days following the end of the 45-day review period of any disagreement with the total number of Township-billed Service Recipients and the basis for such disagreement.
 - iv. If Company and the Township are unable to agree upon the total number of Township-billed Service Recipients within 10 days after receipt from the Company of the notice of disagreement, either Party may submit the matter to the Township Board of Trustees for resolution in its reasonable judgment, provided however, that where Company substantiates that the service has been provided, and the Township does not agree to pay for the services, Company may remove the containers from the premises of the Service Recipient unless payment in full in arrears is subsequently received from the Township.

6. SERVICE RATES.

- a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit A (the "Rates"), as the same may be adjusted in accordance with this Section 6.
- b. Annual Adjustment to Rates. Rates shall be increased at the intervals and amounts set forth in Exhibit A.
- c. Extraordinary Adjustments. In addition to the annual adjustment provided by subsection (b) above, the Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:
 - i. Uncontrollable Circumstance (see Section 10).
 - ii. Changes in Applicable Law that is effective after the Effective Date of this Agreement.
 - iii. Increase in surcharges, fees, assessments, or taxes levied by federal, state, or local regulatory authorities or other governmental entities related to the Collection Services.
 - iv. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination.
 - v. Increase in the cost of transportation including fuel and third-party transportation costs as determined by reference to the Energy Information Administration of the U.S. Department of Energy's ("EIA/DOE") Weekly Retail on Highway Diesel Prices for the U.S.
 - vi. Changes in the cost of labor as determined by the U.S. Bureau of Labor Standards, Employment Cost Index CIU201000052000001, Total compensation, Private industry, Transportation and material moving, Collective Bargaining Agreement or Actual Labor and Benefits Increases (or an equivalent).

- vii. Changes in the cost of equipment as determined by the U.S. Bureau of Labor Standards, Producer Price Index, PCU336120336120, Heavy duty truck manufacturing and costs arising from supply chain impacts (or an equivalent).
- viii. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section 6(c), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The Township may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the Township shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The Township shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request, and the adjusted Rates shall be deemed to take effect as of the date of Company's request.

In addition, if the request is based upon any new or increased third-party fees, taxes, assessments or charges, the Township shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments, or charges are passed on to Service Recipients by the date the same are effective.

7. DEFAULT AND TERMINATION.

Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement; provided, however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive, or special damages for any alleged default under this Agreement.

8. INDEPENDENT CONTRACTOR.

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors, or subcontractors are not and shall not be considered employees, agents, or servants of the Township for any purpose whatsoever under this Agreement or otherwise. Company shall always have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give Township any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors or to determine the way Company shall perform its obligations under the Agreement.

9. SUBCONTRACTORS.

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the Township, which approval shall not be unreasonably delayed or withheld. If written approval is obtained, Company shall remain liable to the Township for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

10. FORCE MAJEURE.

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

11. INDEMNIFICATION.

- a. To the fullest extent permitted by law, Company agrees to indemnify, defend, and hold Township harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- b. To the fullest extent permitted by law, Township agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Township's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Township, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.
- c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.
- d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

12. INSURANCE.

The Company shall, at all times during the Agreement, maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile Liability, and Commercial General Liability. Prior to commencement of the Collection Services, the Company agrees to furnish the Township certificates of insurance or other evidence satisfactory to the Township to effect that such insurance has been procured and is in force. Further, the certificate(s) shall require at least (10) ten days' notice to the Township before cancellation of any such Company policy. Failure to maintain adequate insurance is a sufficient reason for the Township to immediately terminate this agreement without any penalty to the Township. In the event this Agreement is terminated for failure by the Company to maintain the amount and/or the type of insurance identified in this Agreement, the Township's only obligation is to pay for the services provided by the Company up to the time of the termination of the Agreement.

For the purpose of this Agreement, the Company shall carry the following types of insurance in at least the limits specified below:

TYPE	AMOUNT
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Comprehensive General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Vehicle Liability including coverage for owned, non-owned and hired vehicles with broad form pollution endorsement	\$1,000,000
Excess / Umbrella	\$5,000,000

The Township, its elected and appointed officials, and employees shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. The certificate(s) shall require at least (10) ten days' notice to the Township before cancellation of any such Company policy.

13. MISCELLANEOUS PROVISIONS.

- a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.
- c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally recognized overnight delivery service, or by hand delivery to the Party's address below:
 - If to Company: 41100 Plymouth Rd, Ste 170
Plymouth, MI 48170
Attn: Chantell LaForest
 - If to Township: 2911 Dorr Road
Brighton, MI 48116
Attn: Township Manager
- d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.
- e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.
- f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the Township, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF MICHIGAN, INC.

By: _____

Name: _____

Title: _____

GENOA CHARTER TOWNSHIP

By: _____

Name: _____

Title: _____

EXHIBIT A: COMPANY RATES

The following is the price per unit, which includes:

- Collection, disposal and processing of Solid Waste, Recyclables and Bulky Waste.
- Once weekly service of one (1) six-yard dumpster and four (4) 64-gallon recycling carts located at the Genoa Township Hall (2911 Dorr Rd, Brighton, MI 48116).
- Provision of four (4) Green Waste collection events annually – two (2) each spring and two (2) each fall – which include staging of Company trucks with drivers.

Year 1	November 1, 2023 - March 30, 2025	\$18.00 per unit
Year 2	April 1, 2025 - March 30, 2026	\$18.90 per unit
Year 3	April 1, 2026 - March 30, 2027	\$19.85 per unit
Year 4	April 1, 2027 - March 30, 2028	\$20.84 per unit
Year 5	April 1, 2028 - March 30, 2029	\$21.88 per unit

Ancillary Services						
	Year 1	Year 2	Year 3	Year 4	Year 5	Delivery
Additional Trash or Recycling Cart	\$13.50	\$14.18	\$14.89	\$15.63	\$16.41	\$25.00

EXHIBIT B: SINGLE STREAM SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose, non-shredded, empty, and include only the following:

Aluminum cans	Newspaper
PET bottles with symbol #1 (screw tops only)	Mail
HDPE plastic bottles and containers with symbol #2 such as milk jugs, detergent containers, and shampoo bottles	Old, corrugated containers and uncoated cardboard such as moving boxes and pizza boxes
PP plastic bottles and containers with symbol #5 such as yogurt containers and syrup bottles	Uncoated paperboard such as cereal, food, and snack boxes
Steel and tin cans	Uncoated printing, writing and office paper
Glass food and beverage containers of any color	Magazines, glossy inserts, and pamphlets

NON-RECYCLABLES include, but are not limited to, the following:

Soiled paper including paper plates and cups	Microwavable trays
Porcelain and ceramics	Mirrors, windows, or auto glass
Light bulbs and batteries	Coated cardboard
Flexible plastic or film packaging and multi-laminated materials	Plastics not listed above including, but not limited, to those with symbols #3, #4, #6, #7 and unnumbered plastics such as utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware or bakeware	Household appliances and electronics
Hoses, cords, and wires	Yard waste, construction debris, and wood
Plastic bags and bagged materials (even if containing Recyclables)	Needles, syringes, IV bags or other medical supplies
Food waste and liquids or containers containing such items	Textiles, cloth, or any fabric such as bedding, pillows, and sheets
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any Recyclables less than four inches in size in any dimension	Propane tanks and fuel canisters

DELIVERY SPECIFICATIONS. Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials.

Recyclable Materials specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials").

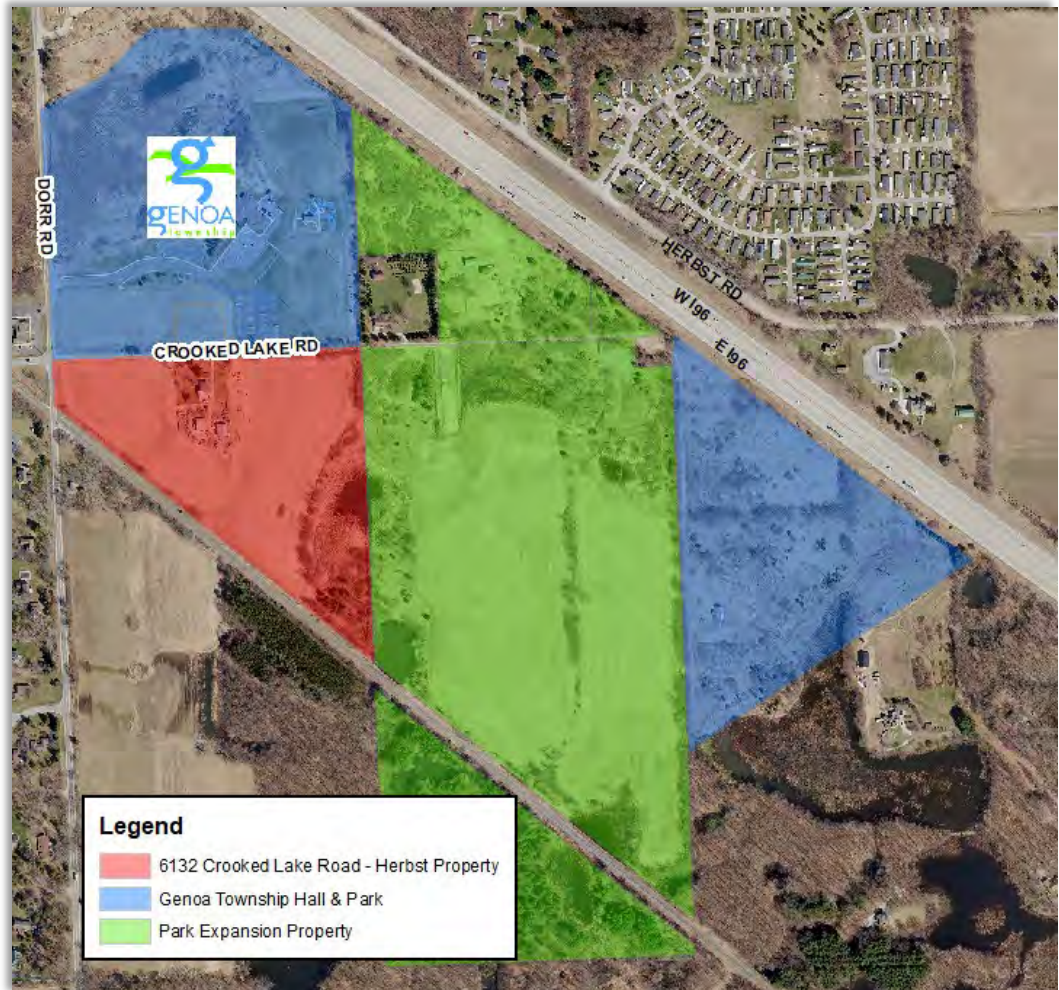


2911 Dorr Road
Brighton, MI 48116
810.227.5225
810.227.3420 fax
genoa.org

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Township Manager
DATE: October 11, 2023
RE: Purchase of 6132 Crooked Lake Road

On September 28th, 2023 I was made aware that the Herbst family homestead property would be listed for sale. This property is located directly south of the Township Hall property and Crooked Lake Road. The property consists of 23 acres of land with a historic farm house and multiple outbuildings. The image below shows the location of the property in red in the context of the adjacent properties that are owned by or soon to be owned by the Township.



SUPERVISOR

Bill Rogers

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

Terry Croft

Diana Lowe

Jeff Dhaenens

MANAGER

Kelly VanMarter

The Township has a long history with the Herbst family, having sold us the property of the current Township Hall and park. There is a history page on the Township website that you can read here: [Genoa Township Hall History](#). On loan to us from the Herbst family, and proudly displayed in a prominent location in the Treasurer's office, is a beautiful painting. This painting, created by beloved local artist, Joe Mike, shows the Herbst family farm from Dorr Road including the former barn and existing home. See images below:



The barn shown in the painting was destroyed by fire in 2006 and the property was purchased by the Township in 2009 and is now the location of the popular sled hill. I've provided pictures of the barn fire below.



Upon learning that the property would be listed for sale and given the proximity to the Township hall, consideration was given to a purchase. A Township purchase of the property was found to present the following benefits:

1. Most significantly, there is great public safety benefit for the Township to purchase the property given the serious concerns with the intersection of Dorr Road and Crooked Lake Road. If the Township was the owner of the property, we could work with the Livingston County Road Commission to analyze and potentially utilize the Township Hall driveway as an alternative access to eliminate the eastern leg of the unsafe intersection.
2. Township control of the property would eliminate the potential for land use conflicts and nuisance claims between the residential and recreational use.
3. With the home in major need of renovation, the property will likely never be more affordable than it is today.
4. The land is contiguous to the soon to be purchased park expansion land and could provide future opportunities for park services and amenities.
5. There is a current need for additional office space and storage in the Township Hall that could be utilized and supported with funding through the Utility Department. This would also recover needed office space within the Township Hall to serve the growing needs of the Township.
6. A renovation of the home building could provide an immediately adjacent property that could be utilized to address future needs for a community center, senior center, elections center, parks or public works office space.

After benefits and interest to purchase were established I requested and received listing materials from the seller's agent. Attached in the following pages you will find the listing sheet, appraisal, disclosures, survey and photographs. The property list price was \$439,000.

Township staff scheduled to see the property on October 11, 2023 with intentions to introduce and seek Board input at the regularly scheduled October 16th meeting. On October 3rd, the listing agent informed me that he had a lot of interest in the property and was expecting multiple offers. As a result, we moved the showing date to Wednesday, October 4th. At the October 4th showing, we learned that multiple very serious and competitive offers had been received. We were also told that the highest and best offers would be presented to the owners on Friday, October 6th. Due to this very restricted window, Township staff worked quickly with a local broker to write a competitive offer subject to Board approval. The amount of the offer was supported by our broker who is very familiar with the types of offers typical in today's challenging real estate market. The offer was for \$450,000 and included among other things, 21 days for inspection, closing on or before October 30, 2023, and an agreement that the Township would honor the contributions and legacy of the Herbst Family by incorporating the family name into the future primary use of the property. This offer was accepted by the sellers but is contingent on Board approval. A copy of the accepted Purchase Agreement is attached. As we continue to perform our due diligence prior to consummating a sale, I am seeking Board approval of a purchase amount not to exceed \$450,000 plus closing costs.

Funding for this purchase is available within Fund 208 – Parks and Recreation which has a line item for land purchase and a current fund balance of \$1,030,435. I've attached a spreadsheet showing the impact an additional \$450,000 would have on the budget and will bring forth a budget amendment for your review once final numbers and closing costs have been determined. It is also contemplated that through our partnership with the MHOG Utility Department there may be opportunities to renovate and rent the buildings on the property to offset the

costs associated with the purchase and renovations. Lastly, there may also be income generating opportunities available jointly with the 90 acres of park expansion property associated with an agricultural use lease with a local farmer.

In conclusion, I feel purchasing this property meets with our master plan to fill an essential Township need and secures an additional tract of land to meet the service needs of the current and future Township residents and I offer the following motion for your consideration.

Moved by _____ Supported by _____ to approve the purchase of real property (parcel 4711-23-100-002) consisting of 23.05 acres located at 6132 Crooked Lake Road in an amount not to exceed \$450,000.00 plus closing costs.

Please let me know if you have any questions or comments.

Sincerely,



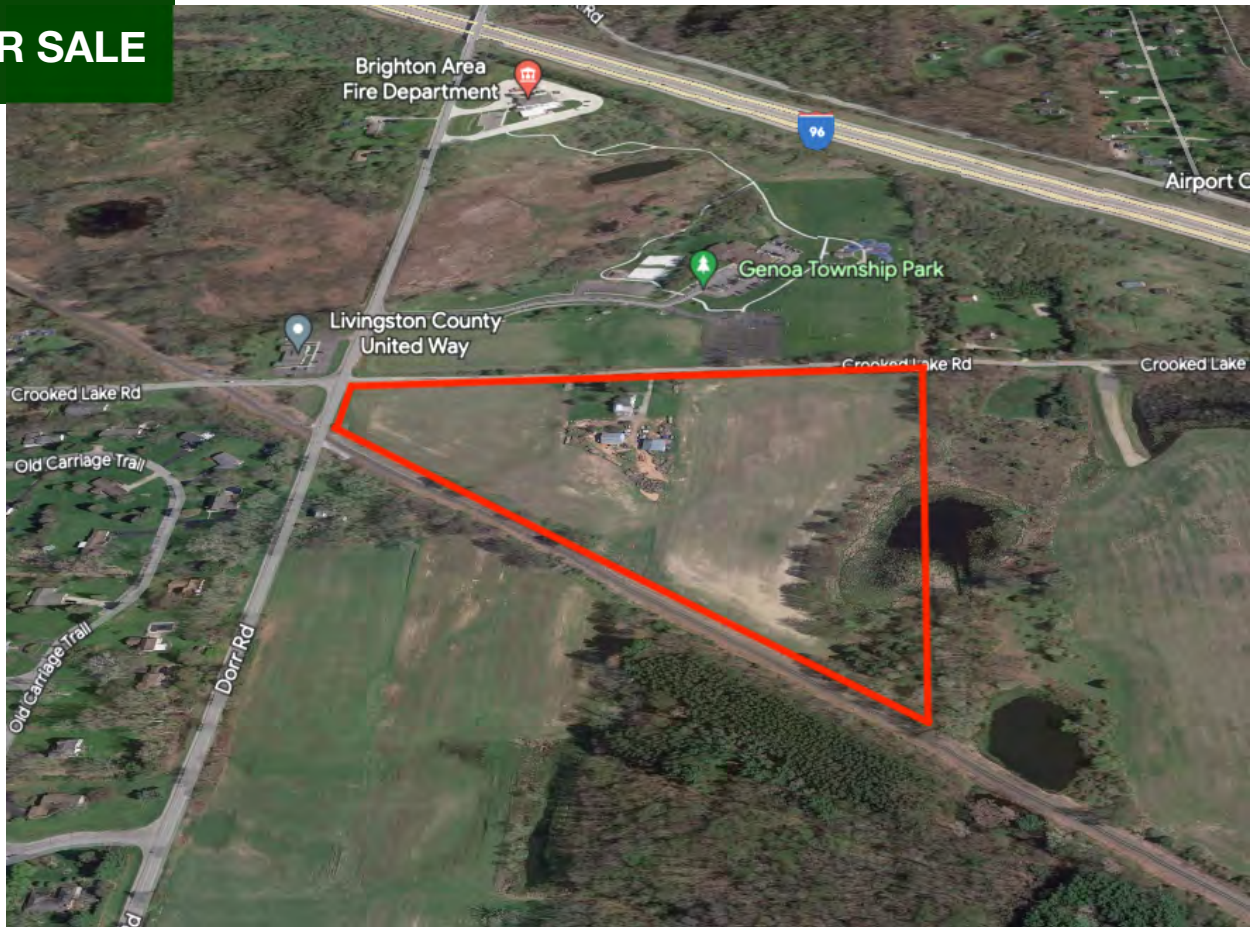
Kelly VanHarter
Township Manager

Farmhouse on 23 Acres in Genoa Twp

6132 CROOKED LAKE RD, BRIGHTON, MI 48116



FOR SALE



SUMMARY

- Sale Price: \$439,000
- Lot Size: 23.05 Acres
- Tax ID: 4711-23-100-002
- Zoned AG (Agricultural)
- ~2400 Sq Ft Farmhouse with updates
- Two Large Outbuildings



ABS Appraisal Service, Inc.
4010 Seim Rd
Howell, MI 48843-7819
(517) 548-4882

NOTE - this appraisal was for 20 acres.
The parcel is just over 23 acres.

11/17/2022

Re: Property: 6132 Crooked Lake Rd
Brighton, MI 48116-9435
Client: Joan Vanoortmarssen-Herbst
File No.: K102122A

Opinion of Value: \$ 425,000
Effective Date: 10/25/2022

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me if I can be of additional service to you.

Sincerely,



Scott Baczkiewicz
License or Certification #: 1203006206
State: MI Expires: 07/31/2024
absappraisal@sbcglobal.net

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: K102122A

SUBJECT	Property Address: 6132 Crooked Lake Rd	City: Brighton	State: MI	Zip Code: 48116-9435
	County: Livingston	Legal Description: SEC. 23 T2N, R5E, ALL OF W 1/2 OF NW 1/4 LYING N & E OF P. M. R. R. 20A		
	Tax Year: 2021	R.E. Taxes: \$ 2,808.09	Special Assessments: \$ 0	Borrower (if applicable): N/A
	Current Owner of Record: Jean Knight/Vanoortmarssen-Herbst Knight		Occupant: <input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant
Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)		HOA: \$ 0	<input type="checkbox"/> per year <input type="checkbox"/> per month	
Market Area Name: Brighton Schools		Map Reference: 47664	Census Tract: 7429.00	

ASSIGNMENT	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective
	Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)
Intended Use: To determine current market value for settlement of estate.	
Intended User(s) (by name or type): Beneficiaries of estate.	
Client: Joan Vanoortmarssen-Herbst Address:	
Appraiser: Scott Baczkiewicz Address: 4010 Seim Rd, Howell, MI 48843-7819	

MARKET AREA DESCRIPTION	Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant Occupancy	One-Unit Housing	Present Land Use	Change in Land Use	
	Built up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%					PRICE
	Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	<input checked="" type="checkbox"/> Owner 95	\$(000)	(yrs)	2-4 Unit 2%	<input type="checkbox"/> Likely * <input type="checkbox"/> In Process *
	Property values: <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Tenant 5	103 Low 0		Multi-Unit 3%	* To: _____
	Demand/supply: <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	<input checked="" type="checkbox"/> Vacant (0-5%)	1,631 High 187		Comm'l 15%	
	Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.	<input type="checkbox"/> Vacant (>5%)	461 Pred 34		Vacant 15%	

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): See attached addenda.

SITE DESCRIPTION	Dimensions: 1312X182X1761X1348	Site Area: 20 ac	
	Zoning Classification: AG	Description: Agricultural	
	Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning		
	Are CC&Rs applicable? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ground Rent (if applicable) \$ /
	Highest & Best Use as improved: <input type="checkbox"/> Present use, or <input checked="" type="checkbox"/> Other use (explain) <u>See addendum</u>		
	Actual Use as of Effective Date: Residential	Use as appraised in this report: Residential	

UTILITIES	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Gently Rolling		
	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street	Gravel	<input checked="" type="checkbox"/>		<input type="checkbox"/>	Size	20 ac
	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Curb/Gutter		<input type="checkbox"/>		<input type="checkbox"/>	Shape	Triangular See attached
	Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Well	Sidewalk	<input type="checkbox"/>		<input type="checkbox"/>	Drainage	Good
	Sanitary Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Septic	Street Lights	<input type="checkbox"/>		<input type="checkbox"/>	View	Res/Pond/RR
	Storm Sewer	<input type="checkbox"/>	<input type="checkbox"/>			Alley	<input type="checkbox"/>		<input type="checkbox"/>		

Other site elements: <input type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)	
FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FEMA Flood Zone X
FEMA Map # 26093C0340D	FEMA Map Date 09/17/2008
Site Comments: <u>See attached addenda.</u>	

GENERAL DESCRIPTION	# of Units 1 <input type="checkbox"/> Acc.Unit	EXTERIOR DESCRIPTION	Foundation Stone/Avg	FOUNDATION	Slab	BASEMENT	<input type="checkbox"/> None	HEATING	Type FWA
	# of Stories 2		Exterior Walls Composite/Newr		Crawl Space		Area Sq. Ft. 915		Fuel Gas
	Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>		Roof Surface Asph/8yrs/Avg		Basement Full		% Finished 0		
Design (Style) Colonial	Gutters & Dwnspnts. Aluminum/Avg	Sump Pump <input type="checkbox"/>	Ceiling OpenJoist	COOLING	Walls Stone	Central CAC			
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.	Window Type SH/Avg	Dampness <input type="checkbox"/>	Floor Concrete		Other				
Actual Age (Yrs.) ~100	Storm/Screens Storm/Scr/Avg	Settlement	Outside Entry						
Effective Age (Yrs.) 50		Infestation							

DESCRIPTION OF THE IMPROVEMENTS	Interior Description	Appliances	Attic <input type="checkbox"/> None	Amenities	Car Storage <input type="checkbox"/> None
	Floors Wd, Cpt, Lin/Avg	Refrigerator <input type="checkbox"/>	Stairs <input type="checkbox"/>	Fireplace(s) # 0	Garage # of cars (1 Tot.)
	Walls Pnl, Drywall, Plst/Avg	Range/Oven <input type="checkbox"/>	Drop Stair <input type="checkbox"/>	Woodstove(s) # 0	Attach. _____
	Trim/Finish Paint/Stain/Avg	Disposal <input type="checkbox"/>	Scuttle <input checked="" type="checkbox"/>	Deck _____	Detach. _____
	Bath Floor Wd/Avg	Dishwasher <input type="checkbox"/>	Doorway <input type="checkbox"/>	Porch Conc Covered	Blt.-In _____
	Bath Wainscot FG/Avg	Fan/Hood <input type="checkbox"/>	Floor <input type="checkbox"/>	Fence _____	Carport _____
Doors 3 Panel/Avg	Microwave <input type="checkbox"/>	Heated <input type="checkbox"/>	Pool _____	Driveway 1	
	Washer/Dryer <input type="checkbox"/>	Finished <input type="checkbox"/>		Surface Gravel	

Finished area above grade contains: 9 Rooms 4 Bedrooms 1.0 Bath(s) 2,423 Square Feet of Gross Living Area Above Grade

Additional features: 20 Acre parcel with 2 large pole barns.

Describe the condition of the property (including physical, functional and external obsolescence): Subject is in average condition on the first floor with some updating. Bathroom has been updated, some flooring, etc. Subject has replacement windows throughout but no trim on the interior around the windows. The second floor is in need of repairs with damage to the ceilings and walls. See attached photos. Recommend inspections by a professional or contractor. Recommend inspection by a professional. Appraiser is not an inspector or contractor and can not determine if conditions exist that would require repair beyond what is readily observable and noted in appraisal report. Subject property to be given value as is. Recommend inspection of structure for all issues including environmental. Appraiser is not an expert at environmental hazards and did not test for them. If a condition exists that is not know to appraiser, appraiser reserves the right to change value opinion.



RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: K102122A

TRANSFER HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
	Data Source(s): Realcomp PRD	
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: Subject property transferred ownership on 10/02/2021 from Chryl R Emge to Joan Vanoortmarssen Herbst and was a quit claim deed.
	Date: 10/02/2021	
	Price: 0	
	Source(s): Realcomp PRD	
2nd Prior Subject Sale/Transfer		
Date:		
Price:		
Source(s):		

SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	6132 Crooked Lake Rd Brighton, MI 48116-9435	5564 Hayner Rd Fowlerville, MI 48836-8539		5252 Norton Rd Howell, MI 48843-9628		11401 Hibner Rd Hartland, MI 48353-1240	
Proximity to Subject		16.00 miles NW		9.74 miles W		8.80 miles NE	
Sale Price	\$	\$ 490,913		\$ 590,000		\$ 354,050	
Sale Price/GLA	\$/sq.ft.	\$ 187.59/sq.ft.		\$ 226.84/sq.ft.		\$ 195.72/sq.ft.	
Data Source(s)		RCO3#2210078712 DOM 148		RCO3#2200044703 DOM 20		RCO3#543282727 DOM 109	
Verification Source(s)		MLS,PRD,MLS Photos		MLS,PRD,MLS Photos		MLS,PRD,MLS Photos	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing Concessions		CONV		CONV		Contract	
Date of Sale/Time		None		None		0	
Rights Appraised	Fee Simple	02/25/2022		01/19/2021		04/08/2022	
Location	Residential	Fee Simple		Fee Simple		Fee Simple	
Site	20 ac	Residential		Residential		Residential	
View	Res/Pond/RR	25.06 ac	-30,000	20 acre		20.5 ac	
Design (Style)	Colonial	Res/Pstrl/Wds/Wtln		Res/Pastoral		Res/Woods	
Quality of Construction	Average	Colonial		Farmhouse		Ranch Manufactur	+50,000
Age	~100	Average		Average		Average	
Condition	Average/NeedsWrk	118		34		29	
Above Grade	Total Bdrms Baths	AverageUpdates	-50,000	Updated Newer	-100,000	Average	
Room Count	9 4 1.0	Total Bdrms Baths	-10,000	Total Bdrms Baths	-12,000	Total Bdrms Baths	-8,000
Gross Living Area	2,423 sq.ft.	11 5 2.0		7 3 2.1		8 3 2.0	
Basement & Finished Rooms Below Grade	915 sf Unfinished	2,617 sq.ft.		2,601 sq.ft.		1,809 sq.ft.	+28,000
Functional Utility	4 Bedroom/Avg	1449 sf	-5,000	1234 sf	-3,000	1809 sf W/O	-19,000
Heating/Cooling	FWA/CAC	Unfinished		600	-12,000	Unfinished	
Energy Efficient Items	None	3 Bedroom/Avg		3 Bedroom/Avg		3 Bedroom/Avg	
Garage/Carport	2 Car Garage	FWA/CAC		FWA/CAC		FWA/None	
Porch/Patio/Deck	CovPor,EnclMud	None		None		None	
Fireplace	1 F/P	2 Car Garage		2 Car Garage		No Garage	+20,000
Outbuilding, Pool, Etc	2 Pole Barns	EnclPor,Deck		Porch,Brz,Dck,		Porch,Deck	
		1 F/P		1 F/P		1 F/P	
		4 outbuildings		40X60&100X40w/A	-20,000	2nd House/Sheds	
Net Adjustment (Total)			<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -95,000		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -147,000		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 71,000
Adjusted Sale Price of Comparables			\$ 395,913		\$ 443,000		\$ 425,050

Summary of Sales Comparison Approach See attached addenda.

Indicated Value by Sales Comparison Approach \$ 425,000

ADDITIONAL COMPARABLE SALES

File No.: K102122A

FEATURE	SUBJECT	COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address	6132 Crooked Lake Rd Brighton, MI 48116-9435	6025 Brighton Rd Brighton, MI 48116-7721		10800 Fairlane Dr South Lyon, MI 48178-8875		3966 Loves Creek Dr Howell, MI 48843-9668	
Proximity to Subject		1.93 miles S		8.45 miles SE		8.01 miles W	
Sale Price	\$	\$ 725,000		\$ 229,000		\$ 659,500	
Sale Price/GLA	\$ /sq.ft.	\$ 464.74 /sq.ft.		\$ 95.22 /sq.ft.		\$ 231.89 /sq.ft.	
Data Source(s)		RCO3#2220003172 DOM 26		RCO3#543288970 DOM 3		RCO3#2210101890 DOM 27	
Verification Source(s)		MLS,PRD,MLS Photos		MLS,PRD,MLS Photos		MLS,PRD,MLS Photos	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing Concessions		CONV None		Cash 0		CONV None	
Date of Sale/Time		03/15/2022		07/08/2022		02/15/2022	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Residential	Residential		Residential		Residential	
Site	20 ac	20 ac(2-10acw/8spl)	-100,000	2.36 ac	+106,000	25.68 ac	-34,000
View	Res/Pond/RR	Res/		Res/Wds		Res/Wds/Pnd/Pstr	
Design (Style)	Colonial	Ranch		Farmhouse		Ranch	
Quality of Construction	Average	Average		Average		Average	
Age	~100	54		132		23	
Condition	Average/NeedsWrk	Good Updated	-100,000	Average/NeedsWrk		NewerGood	-100,000
Above Grade	Total Bdrms Baths	Total Bdrms Baths	-12,000	Total Bdrms Baths	-16,000	Total Bdrms Baths	-12,000
Room Count	9 4 1.0	8 4 2.1		10 5 3.0		8 4 2.1	
Gross Living Area	2,423 sq.ft.	1,560 sq.ft.	+39,000	2,405 sq.ft.		2,844 sq.ft.	-19,000
Basement & Finished Rooms Below Grade	915 sf Unfinished	1560 sf W/O 750 sf	-16,000 -15,000	1477 sf Unfinished	-6,000	2844 sf W/O 2200 sf	-29,000 -44,000
Functional Utility	4 Bedroom/Avg	4 Bedroom/Avg		5 Bedroom/Avg		5 Bedroom/Avg	
Heating/Cooling	FWA/CAC	FWA/CAC		FWA/None		FWA/CAC	
Energy Efficient Items	None	None		None		None	
Garage/Carport	2 Car Garage	2 Car Garage		2 Car Garage		2 Car, 3 Car Garage	-20,000
Porch/Patio/Deck	CovPor,EncMud	PorCov		Porch,		Porch, Deck	
Fireplace	1 F/P	1 F/P		1 F/P		1 F/P	
Outbuilding, Pool, Etc	2 Pole Barns	60X36Brn/OldBrn	0	Old Outbuilding	+20,000	HrsBarn	
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -204,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 104,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -258,000
Adjusted Sale Price of Comparables			\$ 521,000		\$ 333,000		\$ 401,500

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach Comparables #4 and #5 were additional sales located in Brighton school district. Comparable #4 is an updated 1968 ranch with a part finished walk out basement. The property was purchased and has the ability to be split 8 ways. The house was rented on 11/01/2022 for \$2650 per month indicating the intention of the investor to split and develop the property potentially as two 10 acre parcels or more. Minimal consideration is given to comparable #4 due to the ability to split the property and also due to the location. Comparable #4 is considered a different use than subject property and is already split into two 10 acre parcels at the time of the sale. Comparable #4 per mls-MULTIPLE OFFERS RECEIVED. SELLER ASKING FOR HIGHEST AND BEST OFFERS BY NOON 1/20/2022. 20+ acres with Genoa Twp taxes located minutes from downtown Brighton! Zoned residential, this beautiful, private, rolling, and wooded setting offers a "grandfathered in" 60x36 barn with electricity, water and hay loft allowing for up to 5 horses if they are residing by July. Also included is a charming, well cared for ranch style home with lower-level walkout, 4 bedrooms, 2.5 baths, first floor laundry mud room, living and family rooms, natural brick fireplace, 24x14 screened in porch and covered front porch. Concrete circular drive is in excellent condition and allows for plenty of parking and easy turn around. Gorgeous views to woods and wildlife. You would never know how close you are to downtown shopping and dining. So many opportunities! A little slice of heaven. Builders: two tax ID numbers w/10+ acres each offer 4 splits per tax ID or 8 possible splits.

Comparable #5 is a similar condition property on a much smaller parcel located in Brighton schools. Comparable #5 was added to show a similar condition farm house located in the same school district as subject property. Minimal consideration is given to comparable #5 due to large property size difference. Comparable #5 per mls-Investment opportunity to own a unique Farmhouse that is currently setup as a duplex and has potential to be converted back to SFR. This historic farm property has good bones on a beautiful 2+ acre setting in desirable Green Oak Township. The house features a entry level unit w/ 3 bedrooms, 2 full baths and spacious living area. The second level unit has two bedrooms w/ 1 full bath and a open concept kitchen/living area. Outside features detached garage and outbuilding that could be used as greenhouse. The mechanicals have been kept up to date (newer Gas FA furnace) along with newer roof. Property is being sold AS-IS.

Comparable #6 is located in Howell schools and is on a large 26 acre parcel. Comparable #6 per mls-Your country oasis is here! 5,000+ sq ft of living space on 25+ acres and Howell schools. This country haven includes a newer 40'X80' barn with 4 horse stalls, electricity and 3 14ft doors. 2 additional garages-the detached garage is 30'X30' heated with loft area. Enjoy privacy and beauty for all seasons; fishing, horseback riding, pastures, grassy and hilly trails, skating, snowmobiling, nature hikes, stocked ponds and serenity. Front 5 acres can be used for agriculture. Spacious fenced area for pets, firepit, huge windmill that aerates the pond. Gorgeous entry leads to open floor plan that has soaring ceilings and wall to ceiling windows. 5 bedrooms, 3 full bathrooms and a powder room. Master suite has large walk in closet and master bath with jetted tub. Lower lever walkout has charming country finishes with wood burner fireplace and brand new carpet, dry bar area with full refrigerator, 5th bedroom, full bathroom, wine cellar, salon room/flex space. Be sure to watch the video!

Comparable #6 is supportive of subject appraised value after adjustments.

ADDITIONAL COMPARABLE SALES

File No.: K102122A

FEATURE	SUBJECT	COMPARABLE SALE # 7			COMPARABLE SALE # 8			COMPARABLE SALE # 9		
Address	6132 Crooked Lake Rd Brighton, MI 48116-9435	4460 Sweet Rd Howell, MI 48843-8887			6700 Bentley Lake Rd Pinckney, MI 48169-8890			308 W Schafer Rd Howell, MI 48843-8951		
Proximity to Subject		2.00 miles NW			8.34 miles SW			6.13 miles SW		
Sale Price	\$	\$ 540,000			\$ 285,000			\$ 399,000		
Sale Price/GLA	\$/sq.ft.	\$ 276.92/sq.ft.			\$ 285.00/sq.ft.			\$ 191.28/sq.ft.		
Data Source(s)		RCO3#2210085098;DOM 32			RCO3#2220032292 DOM 91			RCO3#20221005816 DOM 152		
Verification Source(s)		MLS,PRD,MLS Photos			MLS,PRD,MLS Photos			MLS,PRD,MLS Photos		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.		DESCRIPTION	+(-) \$ Adjust.		DESCRIPTION	+(-) \$ Adjust.	
Sales or Financing Concessions		Conventional			CONV			Current Listing		
Date of Sale/Time		None			None					
Rights Appraised	Fee Simple	Fee Simple			Fee Simple			Fee Simple		
Location	Residential	Residential			Residential			Residential		
Site	20 ac	26.54 ac	-39,000		28 ac	-48,000		11.64 ac(4Splts)	+50,000	
View	Res/Pond/RR	RsWds/Pnd/Frw/RR			Res/Pastr/Woods			Res/Pastoral/Main		
Design (Style)	Colonial	Ranch			Mobile w/Addition			Colonial		
Quality of Construction	Average	Average			Inferior mobile	+50,000		Average		
Age	~100	52			9999			122		
Condition	Average/NeedsWrk	Good Updated	-100,000		Poor	+20,000		Avg/Sm Updates	-50,000	
Above Grade Room Count	Total Bdrms Baths	Total Bdrms Baths	-8,000		Total Bdrms Baths			Total Bdrms Baths		
	9 4 1.0	9 3 2.0			6 1 1.0			11 4 1.1		
Gross Living Area	2,423 sq.ft.	1,950 sq.ft.	+21,000		1,000 sq.ft.	+64,000		2,086 sq.ft.	+15,000	
Basement & Finished Rooms Below Grade	915 sf Unfinished	0sf	+9,000		Crawl	+9,000		416 sf Unfinished	+5,000	
Functional Utility	4 Bedroom/Avg	3 Bedroom/Avg			1 Bedroom/Avg			4 Bedroom/Avg		
Heating/Cooling	FWA/CAC	FWA/CAC			FWA/None			Rad/None		
Energy Efficient Items	None	HeatPump			None			None		
Garage/Carport	2 Car Garage	2 Car Garage			No Garage	+20,000		2 Car Gar/2CarCP	0	
Porch/Patio/Deck	CovPor,EncIMud	Porch, Deck,Pat			Deck			Deck		
Fireplace	1 F/P	1 F/P			None			1 F/P		
Outbuilding, Pool, Etc	2 Pole Barns	Sheds	+40,000		Shed	+40,000		Outbuildings		
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -77,000		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 155,000		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 20,000	
Adjusted Sale Price of Comparables			\$ 463,000			\$ 440,000			\$ 419,000	

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach Comparables #7 and #8 were added as additional bracketing acreage parcels located in Livingston County.

Comparable #7 per mls-Absolutely gorgeous setting for this secluded ranch home located on over 26 wooded acres with a gated entrance. This home was completely remodeled right down to the studs in 2017. Attention to detail was paid at every turn from the corian kitchen counters, maple kitchen cabinets, stainless steel appliances, recessed lighting throughout, heat pump, to the high-end regency wood burner insert in the great room. The main bathroom has a jacuzzi tub with a double sink corian top vanity. Get ready to enjoy the best of what nature has to offer while sitting on your front porch watching the birds, turkey, and deer. Several trails throughout the property along with hunting blinds for the avid hunters. Plenty of room for all of your toys with the carport, 12 x 14 shed and 2 car attached garage. Located within 1 mile of I-96! Comparable #7 is located within proximity to subject and has a similar negative influence of the freeway which is comparable to subject property but comparable #7 is a wooded parcel set up for recreational use vs farm use and the house is also a completely updated ranch. Comparable #7 was not given major weight in final value estimate.

Comparable #8 is a larger acreage parcel located in Pinckney schools and is a larger parcel with a house in poor condition showing the value of the land. Comparable #8 per mls- 28 Acres of Fabulous Rolling Hunting Land! splits availableGreat 18 acre Hill top build site overlooks Wetlands. Flat 10 acre portion great for Horses. Directly Across the street from 40 acres DNR PROPERTY. Sandy soils, MULTIPLE good Perc sites. Value is in the land & LOCATION, 15 MINUTES TO I-96. and across the street from a New 1,000 acre development featuring an equestrian center, stable, riding arena. (The old Girl Scout Camp) Estate size Homes located on 5 acre parcels recently approved by Putnam twp. Homes ranging in Price between 1.2 to 1.7 Million. Comparable #8 was given limited consideration in final value estimate.

Comparable #9 is a currently listed farm with similar functionality and inferior acreage located in Howell schools. Comparable #9 has been on the market since June and is a good indication that a larger parcel for farming despite having a lower supply does not have as high of a demand as a standard residential property. Comparable #9 can also be split. Comparable #9 was originally listed for \$489,000 with price reductions down to \$399,900. Comparable #9 also has a new solar array on property. Comparable #9 per mls-New SOLAR ARRAY provides energy enough to run the entire farm. Bring your HORSES and livestock. Fenced horse farm with an 8 stall barn, several run-ins, big hayloft, water and electrical to the pastures. The barn also has a nice 1 bedroom apartment upstairs. Set up for organic farmstead. Estate Sale is subject to Probate Court approval. Nice older farmhouse features a huge 3 season room, comfortable living spaces, big deck, gazebo and a GENERATOR. A total of 4 splits are available for the property. Yay!

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: K102122A

COST APPROACH TO VALUE (if developed) The Cost Approach was not developed for this appraisal.
 Provide adequate information for replication of the following cost figures and calculations.
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): Cost approach was not considered relevant due to subject age and current market conditions.

COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$		
	Source of cost data:	DWELLING	Sq.Ft. @ \$ = \$
	Quality rating from cost service: Effective date of cost data:		Sq.Ft. @ \$ = \$
	Comments on Cost Approach (gross living area calculations, depreciation, etc.): Cost approach was not considered to be accurate due to subject age, condition, location and current market conditions and was therefore not developed for this appraisal report. Estimated remaining economic life of 50 years. Estimated total economic life of 100 years. Many homes are 200+ years old therefore total economic life is estimated at 100 years. Actual total economic life depends on care and maintenance by owner.		Sq.Ft. @ \$ = \$
			Sq.Ft. @ \$ = \$
			Sq.Ft. @ \$ = \$
			Sq.Ft. @ \$ = \$
			Sq.Ft. @ \$ = \$
		Garage/Carport	Sq.Ft. @ \$ = \$
		Total Estimate of Cost-New = \$		
	Less Physical	Functional	External	
	Depreciation = \$()			
	Depreciated Cost of Improvements = \$			
	"As-is" Value of Site Improvements = \$			
 = \$			
 = \$			
Estimated Remaining Economic Life (if required):	Years	INDICATED VALUE BY COST APPROACH = \$		

INCOME APPROACH TO VALUE (if developed) The Income Approach was not developed for this appraisal.
 Estimated Monthly Market Rent \$ _____ X Gross Rent Multiplier _____ = \$ _____ **Indicated Value by Income Approach**
 Summary of Income Approach (including support for market rent and GRM): _____

PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.
 Legal Name of Project: _____
 Describe common elements and recreational facilities: _____


Indicated Value by: Sales Comparison Approach \$ 425,000 Cost Approach (if developed) \$ _____ Income Approach (if developed) \$ _____
 Final Reconciliation See attached addenda.

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: This is an appraisal report. Subject given value as is.

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.
Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 425,000, as of: 10/25/2022, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains 31 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.
 Attached Exhibits:
 Scope of Work Limiting Cond./Certifications Narrative Addendum
 Map Addenda Additional Sales Photograph addenda
 Sketch Addendum

Client Contact: _____ Client Name: Joan Vanoortmarssen-Herbst
 E-Mail: _____ Address: _____

SIGNATURES	APPRaiser	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
		
	Appraiser Name: <u>Scott Baczkiewicz</u>	Supervisory or Co-Appraiser Name: _____
	Company: <u>ABS Appraisal Service, Inc.</u>	Company: _____
	Phone: <u>(517) 548-4882</u> Fax: _____	Phone: _____ Fax: _____
	E-Mail: <u>absappraisal@sbcglobal.net</u>	E-Mail: _____
	Date of Report (Signature): <u>11/17/2022</u>	Date of Report (Signature): _____
	License or Certification #: <u>1203006206</u> State: <u>MI</u>	License or Certification #: _____ State: _____
	Designation: _____	Designation: _____
	Expiration Date of License or Certification: <u>07/31/2024</u>	Expiration Date of License or Certification: _____
Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	
Date of Inspection: <u>10/25/2022</u>	Date of Inspection: _____	

Client	Joan Vanoortmarssen-Herbst	File No.	K102122A
Property Address	6132 Crooked Lake Rd		
City	Brighton	County	Livingston
Appraiser	Scott Baczkiewicz	State	MI
		Zip Code	48116-9435

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 1 Month or Less

See attached addenda.

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

APPRAISERS ARE REQUIRED TO BE LICENSED BY THE STATE OF MICHIGAN, Department of Licensing and Regulatory Affairs Bureau of Professional Licensing, PO Box 30670, Lansing, MI 48909. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. If appraiser is required to appear in court for this appraisal the required fee is \$100/hr including travel time and a 2 hr prep fee.

APPRAISER:

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: Scott Baczkiewicz
 Name: Scott Baczkiewicz

Signature: _____
 Name: _____

State Certification #: _____
 or State License #: 1203006206
 State: MI Expiration Date of Certification or License: 07/31/2024
 Date of Signature and Report: 11/17/2022
 Effective Date of Appraisal: 10/25/2022
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): 10/25/2022

State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date of Signature: _____
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): _____

Assumptions, Limiting Conditions & Scope of Work

File No.: K102122A

Property Address: 6132 Crooked Lake Rd

City: Brighton

State: MI

Zip Code: 48116-9435

Client: Joan Vanoortmarssen-Herbst

Address:

Appraiser: Scott Baczkiewicz

Address: 4010 Seim Rd, Howell, MI 48843-7819

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.): See addendum

Certifications

File No.: K102122A

Property Address: 6132 Crooked Lake Rd City: Brighton State: MI Zip Code: 48116-9435
 Client: Joan Vanoortmarssen-Herbst Address:
 Appraiser: Scott Baczkiewicz Address: 4010 Seim Rd, Howell, MI 48843-7819

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications: See Addendum


DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: _____ Client Name: Joan Vanoortmarssen-Herbst
 E-Mail: _____ Address: _____

<p>APPRAISER</p>  <p>Appraiser Name: <u>Scott Baczkiewicz</u> Company: <u>ABS Appraisal Service, Inc.</u> Phone: <u>(517) 548-4882</u> Fax: _____ E-Mail: <u>absappraisal@sbcglobal.net</u> Date Report Signed: <u>11/17/2022</u> License or Certification #: <u>1203006206</u> State: <u>MI</u> Designation: _____ Expiration Date of License or Certification: <u>07/31/2024</u> Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: <u>10/25/2022</u></p>	<p>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</p> <p>Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date Report Signed: _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: _____</p>
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SIGNATURES

Comparable Photo Page

Client	Joan Vanoortmarssen-Herbst				
Property Address	6132 Crooked Lake Rd				
City	Brighton	County	Livingston	State	MI Zip Code 48116-9435
Appraiser	Scott Baczkiewicz				



Comparable 1

5564 Hayner Rd



Comparable 2

5252 Norton Rd



Comparable 3

11401 Hibner Rd

Comparable Photo Page

Client	Joan Vanoortmarssen-Herbst				
Property Address	6132 Crooked Lake Rd				
City	Brighton	County	Livingston	State	MI Zip Code 48116-9435
Appraiser	Scott Baczkiewicz				



Comparable 4

6025 Brighton Rd



Comparable 5

10800 Fairlane Dr



Comparable 6

3966 Loves Creek Dr

Comparable Photo Page

Client	Joan Vanoortmarssen-Herbst				
Property Address	6132 Crooked Lake Rd				
City	Brighton	County	Livingston	State	MI
Appraiser	Scott Baczkiewicz			Zip Code	48116-9435



Comparable 7

4460 Sweet Rd	
Prox. to Subject	2.00 miles NW
Sale Price	540,000
Gross Living Area	1,950
Total Rooms	9
Total Bedrooms	3
Total Bathrooms	2.0
Location	Residential
View	RsWds/Pnd/Frw/RR
Site	26.54 ac
Quality	Average
Age	52



Comparable 8

6700 Bentley Lake Rd	
Prox. to Subject	8.34 miles SW
Sale Price	285,000
Gross Living Area	1,000
Total Rooms	6
Total Bedrooms	1
Total Bathrooms	1.0
Location	Residential
View	Res/Pastr/Woods
Site	28 ac
Quality	Inferior mobile
Age	9999



Comparable 9

308 W Schafer Rd	
Prox. to Subject	6.13 miles SW
Sale Price	399,000
Gross Living Area	2,086
Total Rooms	11
Total Bedrooms	4
Total Bathrooms	1.1
Location	Residential
View	Res/Pastoral/Main
Site	11.64 ac(4Splts)
Quality	Average
Age	122

Subject Photo Page

Client	Joan Vanoortmarssen-Herbst				
Property Address	6132 Crooked Lake Rd				
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Appraiser	Scott Baczkiewicz				

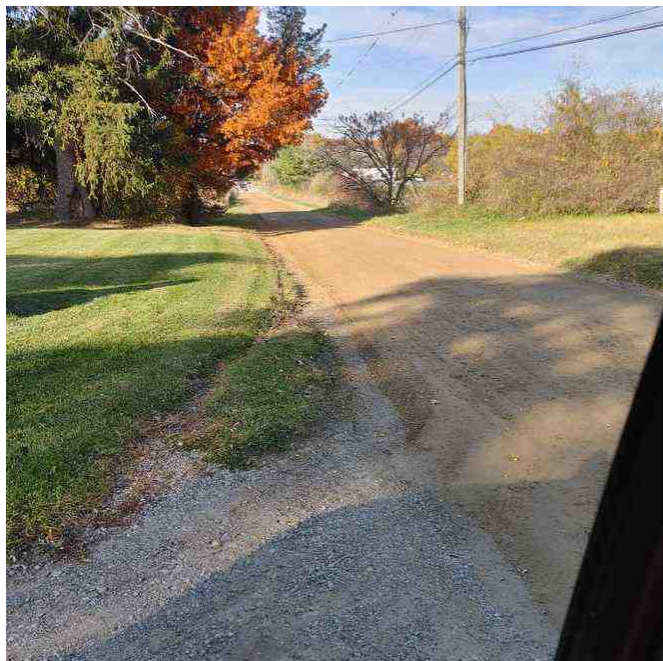


Subject Front

6132 Crooked Lake Rd



Subject Rear



Subject Street

Photograph Addendum

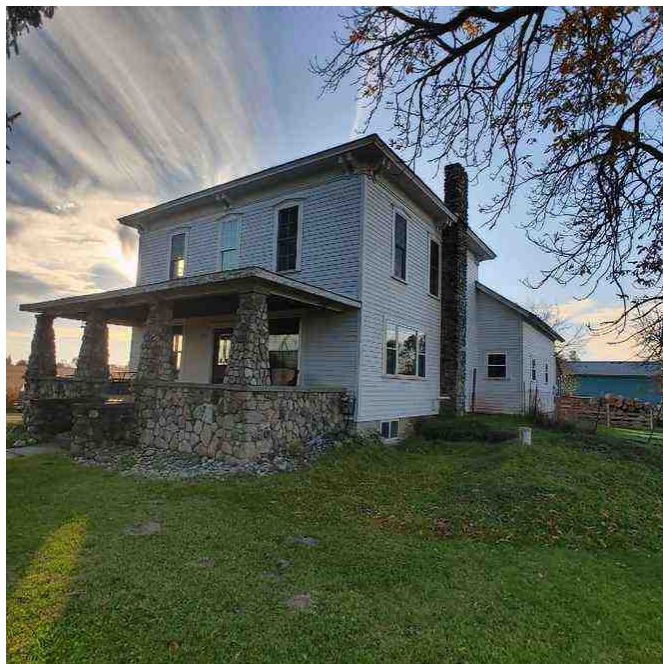
Client	Joan Vanoortmarssen-Herbst						
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City	Brighton	County	Livingston	State	MI	Zip Code	48116-9435
Appraiser	Scott Baczkiewicz						



Side of house



Side of house



Front/Side of house

Supplemental Addendum

File No. K102122A

Client	Joan Vanoortmarssen-Herbst				
Property Address	6132 Crooked Lake Rd				
City	Brighton	County	Livingston	State	MI Zip Code 48116-9435
Appraiser	Scott Baczkiewicz				

• GP Residential: Market Area Description - Boundaries, Description, Conditions

Subject neighborhood is bound to the north by Hyne, to the east by Pleasant Valley, to the south by Winans Lake, and to the west by , and along boundary lines until intersect. Brighton Schools. Subject is located on 20 acres. Typically most properties are considered similar within the same school district. A typical buyer searching for a property with 20 acres would likely have to search a wider area than Brighton schools. The subject is located in a single family neighborhood made up of homes on acreage,lake front homes,and homes in subdivisions. Designs vary from ranch, split level & colonial frame homes with a variety of exterior finishes, ages and quality.Schools K-12, police & fire protection are within close proximity. I96 Freeway is within 3 miles for access to major areas of employment & shopping. While the most similar homes to subject would be from the same subdivision, the subdivision is not considered to be the neighborhood and the neighborhood is not restricted to the subdivision. Typically in subject area the neighborhood includes all homes within the same school district and even close competing school districts. Subject is within commuting distance of Lansing, Flint, Ann Arbor and the Detroit Metropolitan area. Subject is located at the edge of Brighton schools. Across the street from Crooked lake Road is Howell schools.

All types of financing are readily available at acceptable rates. Local market conditions indicate a low supply and high demand with a typical exposure time of 1 month or less. Increasing values based on news articles, realtors, and appraisers experience with same home sales. Median sales price the last 12 months in Brighton Schools was approximately \$435K. Average sales price for the last 12 months in Brighton was used as the predominant value for subject neighborhood and may be higher or lower than subject property value. No effect on marketability or value noted due to average sales price in schools being higher or lower than subject property estimated market value. Comparables within close proximity and similarities to subject reflect similar values as subject property. Decline or increase in median sales price could indicate an increasing purchase of lower priced homes and a decrease in the purchase of higher priced homes or vice versa, and may not reflect actual decline or increase in value. Median decline or increase in values also includes all bank owned foreclosure sales which may have sold drastically under current market value due to condition or for quick sale. Any statistical data that is compiled can be misleading to a reader without analysis of all the components of the data. Estimated increase in value approx 0%-10% over the past year. All data appears to show market in subject area increasing or starting to stabilize after a long period of increase. Seller concessions are mixed. Median exposure time for sales in subject area over the last 12 months were approx 8 days on market. Most homes priced at current market levels appear to be selling in under 1 months with some homes having a longer marketing time. Median exposure times includes homes that were sold over the winter months in Michigan which typically have longer marketing times as well as homes in the summer months that typically have short marketing times. List sold ratios for subject area over the last 12 months is 100.47%. Possible causes for change in values include change in lending regulations, change in the amount of foreclosures in area, change in unemployment, and change in population in and out of an area are all possible causes as well as others. All causes that lead to an increase in supply with not enough demand, cause price decreases. Decreased supply and increased demand causes price increases.

Value of subject property is as of the effective date of this appraisal report. Markets can change over time. There is currently concern that prices have increased over a long period of time and may level off or decrease in the future as continued price increases are may not be sustainable. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

• GP Residential: Site Description - Summary of Highest & Best Use

Highest and Best Use Definition-The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The subject is a legally permissible use based on its current zoning. Also, the lot size, shape and land-to-building ratio allow the present structure and indicate a good utilization of the improvements. Based on current market conditions, the existing structure as a single family residence is its financially feasible and maximally productive use. The highest and best use, as if vacant, would be to construct a single family residence.

The subject property is located on a 20 acre parcel. The AG zoning requires a minimum 40 acres for farms land size and 10 acres for non farm dwellings. Subject is currently used as a residential property with farms fields located around the property that are leased for use by neighboring farms. Subject is 20 acres in size which is not typically an income producing farm operation. The subject property conforms to the legally permissible zoning requirements as a residential property but would be legal non conforming as a farm property. Subject property would be split down to two 10 acre parcels for residential properties. Subject is located across the street from Genoa Township Hall. Highest and best use would be to split the property into 2 parcels but very often the parcels are sold together if contiguous and sold by the same owner. Subject property is being valued as one 20 acre parcel with improvements. Splitting subject parcel may not produce the maximum profit as the property may be more desirable as the full 20 acres. Subject is located across from Genoa township hall who may be a potential buyer for the house and property, but is not considered as part of a market value estimate as they would not be a typical buyer. Subject property is located on the corner of Dorr Rd and Crooked lake with a Rail Road Track at the rear of the property. It is possible that the township could rezone the property for development but would require a complete plan and petition to the zoning board for consideration. Subject potential future uses were not considered for this appraisal report and subject property was given value as is with the house on 20 acres. 6025 Brighton Rd is a good example of a property that sold with two 10 acre parcels that could be divided into 8 splits or eight 2.5 ac parcels. Subject property is one 20 acre parcel that can only be divided into two 10 acre parcels per Genoa township zoning code for AG zoning.

Considering the four tests of Highest and Best Use it is my opinion that the Highest and Best Use of the subject property is the current improvements. The Highest and Best Use conclusion also considers the surrounding properties and land uses. Although the current improvements might not represent the improvements that would improve the property to its highest value it would not be financially feasible to raze the current improvements and improve the property with other improvements. Modifying the property might increase the value of the property although the cost to do so would most likely not return the cost in terms of value to the property. Based on the information available subject current improvements are considered to be the Highest and best use.

• GP Residential: Site Description - Site Comments

Lot size based on realcomp Aerial. See attached. Recommend verification of exact lot dimensions. Possible encroachments with improvements close to lot lines. Recommend survey to verify encroachments or easements. Appraiser assumes that if encroachments exist that there would be no impact on value. Appraiser used the most locationally similar comparables with a similar view available at the time of inspection. Recommend verification of easements and encroachments. Recommend inspection by a professional surveyor to verify. Subject property is triangular and is located on the corner of Dorr and Crooked Lake roads across the street from the Genoa township hall and Genoa Charter Township Park and Walking trail which includes a sledding hill, .66 mile walking path two regulation size athletic fields, a swing set, picnic tables, and pavilion with heated

Supplemental Addendum

File No. K102122A

Client	Joan Vanoortmarssen-Herbst				
Property Address	6132 Crooked Lake Rd				
City	Brighton	County	Livingston	State	MI Zip Code 48116-9435
Appraiser	Scott Baczkiewicz				

bathrooms.

Purpose of the Appraisal:

The purpose of this appraisal is to ascertain the market value of the subject property at a specified date to assist the named client in evaluating the subject property for settlement of estate. This appraisal may not be utilized for any other purpose or distributed for any other purpose without the specific written consent of the appraiser.

In the event any person, other than the appraiser, makes any modification, alteration, redaction, revision or change of any kind to this appraisal the entire appraisal shall be null and void and cannot be relied upon for any purpose whatsoever. The appraiser shall not be responsible for any modification to the appraisal once signed by the appraiser unless such modification has been made by the appraiser and countersigned by the appraiser.

Acceptance and use of this appraisal report by the intended or foreseeable user is direct evidence that the user has exercised reasonable diligence in review and acceptance of the quality, completeness and accuracy of this report including the final opinion of value. Acceptance and use of this report is explicit and direct evidence establishing the date of the report as the accepted and agreed upon point of discovery for any and all subsequent legal proceedings.

The appraiser has not identified any purchaser, borrower or seller (other than the noted intended user) as an intended user of this appraisal, and no such party should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use. The appraisal report should not serve as the basis for any property purchase decision or any appraisal contingency in a purchase agreement relating to the property. Any reference to or use of this appraisal report by a purchaser, borrower or seller for their own purposes of a property purchase decision or appraisal contingency in a purchase agreement, is at such party's own risk and is not intended or authorized by the appraiser.

Scope of the Report:

This appraisal is based on the information gathered by the appraiser from public records, MLS, visual inspection of the subject property in accessible areas, the subject area location, and other identified sources, also the selection of comparable sales within the subject market area. In the investigation, conflicting information may be provided; the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.

General Comments:

The subject property was inspected and photographed on the date indicated. Photos are digitally, electronically generated. Comparables verified using local MLS. Some comparables photos may have been taken on previous appraisal assignments or mls photos were utilized and will show a different season than current season. Appraiser is familiar with the area of all comparables and viewed each comparable via an aerial map to determine surrounding possible external location factors.

Signatures used in this report may be digitally, electronically generated.

Subject was inspected in accessible, visible areas not including attic or crawl spaces. No furniture or items in home were moved to perform the inspection. Deflects could exist that were hidden from view of appraiser that could effect market value.

Appraiser is not a home inspector. No warranty is implied for the working condition of any part of the subject. All mechanical systems, structural systems, appliances, etc., are assumed to be in working condition, unless otherwise stated in this report. This appraisal report cannot be relied on to disclose any negative conditions and/ or defects in subject property. A complete home inspection by a qualified professional is recommended.

Appraiser is not an expert at detecting mold, radon or any other hazardous condition that may exist at subject property an inspection by a qualified professional is recommended.

Sketch is not exact, square footage figures are used as an estimate for this report only. Subject property was measured by appraiser with dimensions rounded to the nearest inch based on the ANSI standard. Basement square footage for subject is based on first floor square footage. Appraiser sketch of subject property is considered the most reliable source of square footage and may vary from public and/or assessor records. Finished square footage in basement was measured or unfinished square footage was measured and subtracted from total. Comparable basement square footage and finished square footage listed on appraisal report were estimated based on information available to appraiser and may vary from listings or public records based on appraiser judgment. In most cases comparable basement square footage is unavailable and exact finished square footage is typically not available. The room count in basements is also estimated. In addition some basements will have a portion of the basement fully finished to living area quality and some basements will have the entire basement part finished such as drywall with open joists and no carpet. In both cases part finished is considered different. The UAD appraisal report requires an exact figure for finished square footage. For example 1000SF basement partially finished would be considered to be 500SF finished and a 1000SF basement with 500SF fully finished would also be 500SF finished both would be considered equal for adjustment purposes.

• **USPAP Identification: EXPOS TIME TXT**

Exposure time is the amount of time on the market up until current date. Marketing time is the estimated amount of time to market a property from the current date forward. A reasonable exposure time for the subject property developed independently from the stated marketing time is: 3 months or less. Estimated marketing time is 6 months or less during winter sales season in Michigan.

• **GP Residential: Sales Comparison Approach - Summary of Sales Comparison Approach**

All recent sales considered with emphasis given to comparable #1 for a similar design, age, acreage, square footage, quality of construction, and foundation. Comparable #1 is located in Fowlerville schools and was not given major weight despite being functionally similar to subject property. Comparable #1 per mls welcome to your private sanctuary on 25 rolling acres this Beautiful classic farmhouse, Enjoy the quiet country life with peaceful days and nights sitting out on the new composite ex large deck overlooking the property that's loaded with wild life! Front porch is enclosed 4 season room, imagine having your morning coffee and taking in all of the beauty that nature has to offer! 4 bedrooms & full bath upstairs with 2 set of staircases, & 1 bedroom & full bath on the main floor. All the trim and doors are original and from the black walnut and cherry wood trees cut from the property. Oh yeah and under all that carpet on the main floor is hardwood. (Except the kitchen) The beautiful new Spacious kitchen has loads of counter and cupboard space. You will be amazed at all 4 of the outbuildings on this property. So

Supplemental Addendum

File No. K102122A

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Appraiser	Scott Baczkiewicz				

much for you to enjoy! Something for everyone! Bring your horses, cows, goats, chickens and lambs this home is move in ready for you and your furry friends! Property can be split!-

Comparable #2 for a similar design, acreage, square footage, quality of construction, and foundation. Comparable #2 is a newer house with a functionally similar property. Comparable #2 is a dated sale located in Howell schools. Comparable #2 per mls-Well appointed and scenic horse farm on 20 fenced gorgeous acres. Just 2.5 miles from I 96 exit 133 to the electric security entry gate. Spacious living inside and out. Central air, fireplace, cathedral ceilings, newer granite, Huge main floor master suite. floors hardwood and ceramic. Large country kitchen and a big dining room. A real horse farm with lots of fenced paddocks and pastures, house and barn has an exterior automatic fly spray system. Three water wells. 2 great barns set up for practical use. The 80x36 heated cement block barn has seven stalls, wash rack, big workshop, bathroom, feed room and mechanicals room. Upstairs is a 2 bedroom apartment with kitchen, living room and 1 full bath. 21x40 hay loft easily accessed from a 17x18 elevated loading/patio deck. This barn has its own Generator, well and septic. The equipment barn is 60x40 with good lighting, concrete floor, electric and three large roll up doors. There are several run-ins, lots of gates, good drainage.

Comparable #3 for a similar acreage, and foundation. Comparable #3 is located in Hartland schools. Comparable #3 per mls-A nature lover's Haven situated on 20+ acres of mature trees, lovely naturalized gardens, pathways leading to the wetlands that feed into Ore Creek. Wildlife abounds this natural setting where The two homes with a shared driveway, allow for additional guests, or overflow for that growing family. Each home has it's own well and septic. The first home (notated in the description built in 1993 approx) at main address: 1800 sq ft., 3 bedroom, 2 full bath, fireplace in family room, manufactured home with full basement (unfinished) which is plumbed for a kitchen and bathroom allows for even more expansion with walkout, entrance to basement around backside of home not from upper level. The second bonus home (non-conforming to split per road frontage built in 1950 + approx) is a 2 bedroom, 1 full bath with kitchen, partial basement and laundry in basement tastefully remodeled with a rustic charm to it and wood burner stove. The property also still has it's rustic farm sheds for mini workshops

Comparables that sold over 6 months prior to appraisal were not given a market condition adjustment due to increasing market in subject area. If a similar home sold within the last 12 months and recent similar sales and listings of matched pairs do not support a market condition adjustment then no adjustment is necessary. It is reasonable to assume that similar homes that sold within the last 12-24 months would sell for similar prices. Market values have been increasing but have stabilized recently due to rise in interest rates, but at the same time there is still a lack of inventory of houses on the market. Comparable basement square footage and finished square footage listed on appraisal report were estimated based on information available to appraiser using mls listings, assessor information and interior photos. The room count in basements is also estimated base on available information. Basements were adjusted at \$10/square foot for total square foot and \$20/square foot for finished square foot. Basement was also adjusted at \$10000 for a walk out vs non walk out basement. Multiple adjustments for basement and rooms below grade are located on the same lines. Above grade square footage adjusted at \$45/square foot for comparables over 10% square foot difference from subject property. No adjustments for age were necessary as all comparables were considered to be effectively similar in age. Adjustments were given for quality and condition. Large adjustments for condition were based on matched pairs of 10800 Fairlane and 5202 Chilson. Adjustments for acreage were \$6000/acre for comparables over 5 acres difference from subject. Views were considered qualitatively. All adjustments were based on market reaction, using comparables within appraisal report as a sensitivity analysis. Not all adjustments in the Sales Comparison Approach can be supported 100%. Appraiser attempted to support every adjustment via Paired Sales, Sensitivity Analysis, Extraction, Allocation, Regression or other analysis as a basis for adjustments. However, when the data is not considered to be reliable, the appraiser's judgment is used to determine adjustments having knowledge of the market area. The appraiser adjustments rely on previous appraisal experience and use the Sensitivity method to determine if the adjustment is accurate. The Sensitivity method uses comparables within the report as a gauge of the accuracy of an adjustment for example if the square footage adjustment is too high or too low the adjusted sales price of the comparable sales range will be greater than the most accurate square footage adjustment amount. This same method is applied to all adjustments. This is a typical practice in the appraisal industry and an accepted method for determining an adjustment. Consideration was also given to differences qualitatively vs quantitatively when an adjustment could not be extracted or relied upon. Comparables used were the best available at the time of inspection.

• GP Residential: Reconciliation - Final Reconciliation

The greatest weight is given to the Sales Comparison Approach as the data is extracted directly from the marketplace. The Cost Approach is considered inaccurate due to current market conditions. The appraiser has considered the income approach in this assignment. The subject is a single-family dwelling, and there is insufficient rental data for similar homes in this market area to produce a reliable estimate of market rent for the subject, and a GRM. Because it could not be reliably developed, the income approach has been omitted in this appraisal. Final value opinion based on subject property condition, current market conditions, and comparables used in appraisal report. Sales price of sales comparables prior to adjustments is \$229,000-\$725,000. After adjustments the adjusted sales price range was reduced to \$333,000-\$521,000 and reduced further removing the high and low to \$395,513 to \$463,000. Mean of adjusted values of high and low (both located in Brighton schools) and all comparables weighted mean is the same at \$427,000. Final value estimate is \$425,000 based on the weighted mean rounded to the nearest \$5000. Properties similar to subject property typically have a wider range of adjusted sales prices due to buyer and seller motivations and wider ranges of amenities and conditions.

Value of subject property is as of the effective date of this appraisal report. Markets can change over time. There is currently concern that prices have increased over a long period of time and may level off or decrease in the future as continued price increases are may not be sustainable. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal. Currently at the time of this appraisal in subject area there is a shortage of houses due to low interest rates causing high demand and low supply, increasing values. An increase in interest rates and/or supply in the near future could drastically affect the market values of properties.

• Comparable Summary

Comparables Summary & Estimated Indicated Value

	Sale Price	Net Adj %	Grs Adj %	Ind Value	Weight
Comp #1:	490,913	19.4	19.4	395,913	11.86
Comp #2:	590,000	24.9	24.9	443,000	11.68
Comp #3:	354,050	20.1	35.3	425,050	11.34
Comp #4:	725,000	28.1	38.9	521,000	11.22
Comp #5:	229,000	45.4	64.6	333,000	10.38
Comp #6:	659,500	39.1	39.1	401,500	11.22
Comp #7:	540,000	14.3	40.2	463,000	11.18
Comp #8:	285,000	54.4	88.1	440,000	9.61

Supplemental Addendum

File No. K102122A

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Comp #9: 399,000 5 30.1 419,000 11.51

ESTIMATED INDICATED VALUE OF THE SUBJECT: 427,000

• Indicated Weight Value

Estimated indicated value is determined by using the Gross Adjustment of sale price for each comparable as a measure of the relative quality of the comp. The Indicated Value is derived by multiplying the weight of each comp by the Adjusted Sale Price of that comp, repeating for each property, then adding them all together. This weighted average is used as the indicated value of the subject.

As with any method, this technique is not perfect. However, it does do a very good job of giving more weight to the most similar comps while at the same time minimizing values near the extremes of the indicated value range.

Interior Photos

Client	Joan Vanoortmarssen-Herbst				
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Covered Porch



Living



Dining



Bedroom



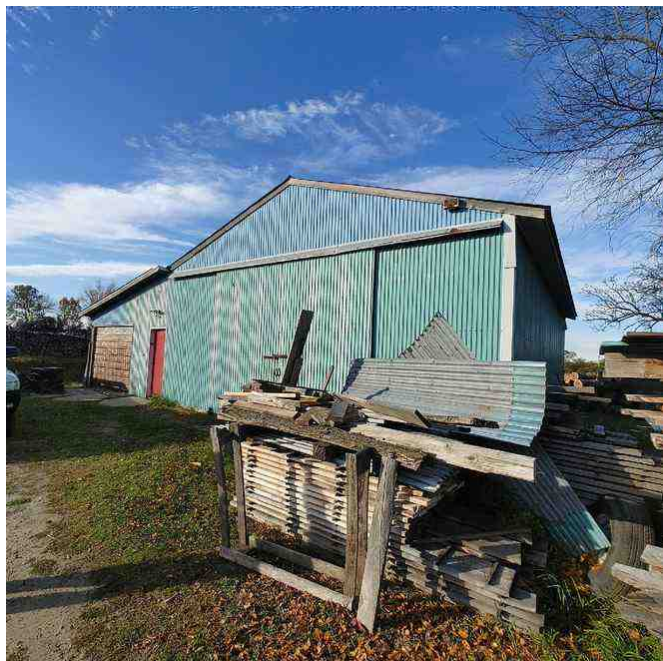
Bedroom



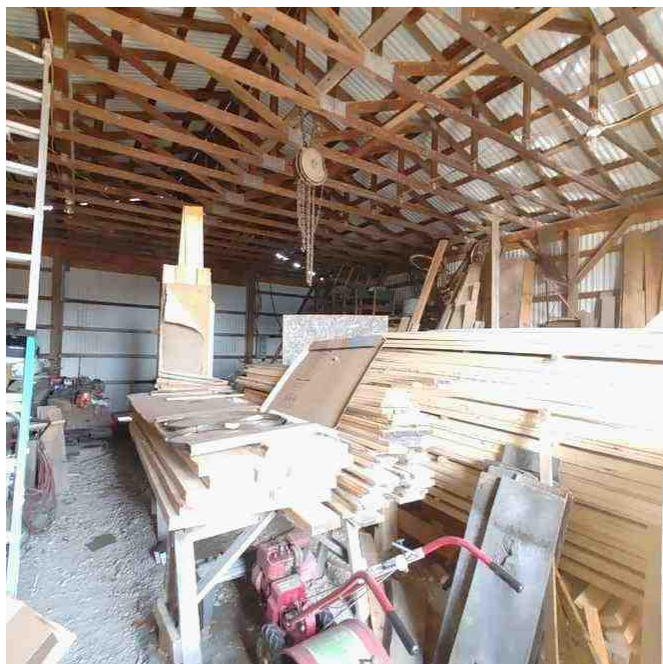
Bedroom

Photograph Addendum

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45'3x40'4 Pole Barn



Pole Barn interior



40.5x48 Pole barn interior

Interior Photos

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Bedroom



Bedroom



Bedroom



Bedroom



Bedroom



Bedroom Ceiling

Interior Photos

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Den



Closet



Hall



Hall



Kitchen



Kitchen

Interior Photos

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Kitchen



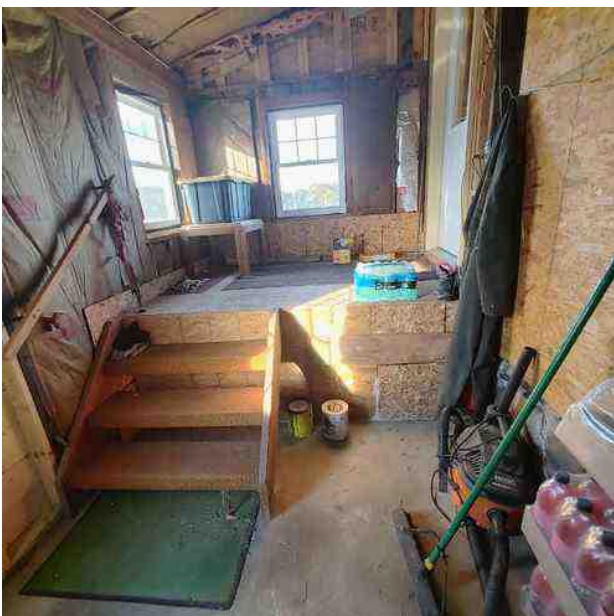
Mud Room interior



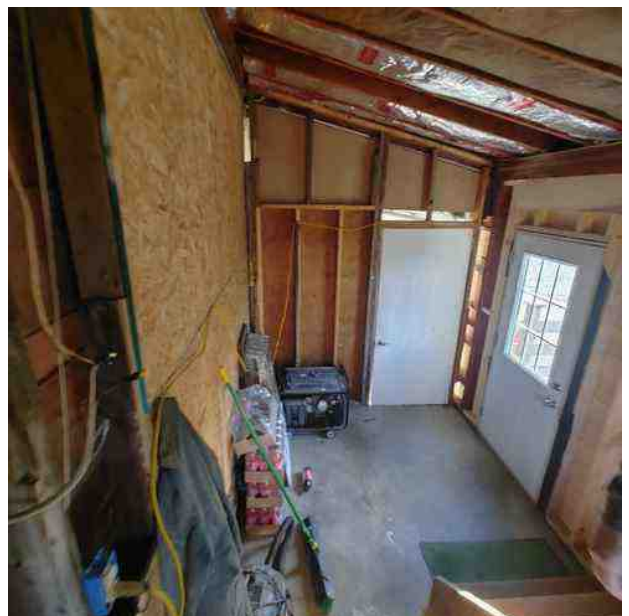
Mud Room interior



2 Car Attached



Mud Room



Mud Room

Interior Photos

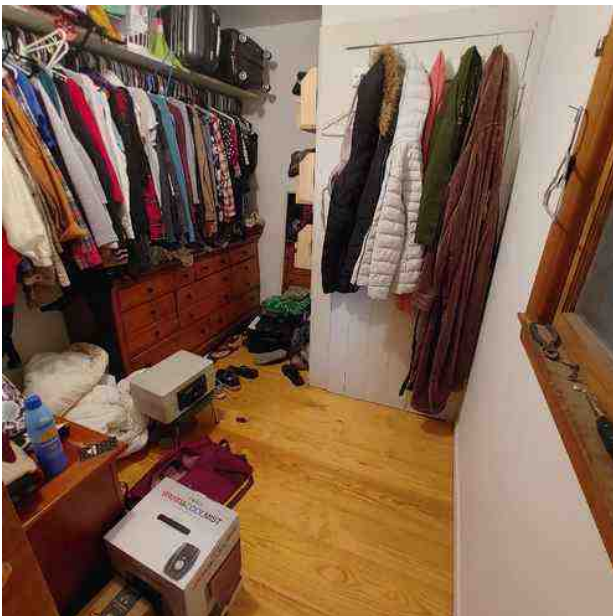
Client	Joan Vanoortmarssen-Herbst				
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Bathroom



Bathroom



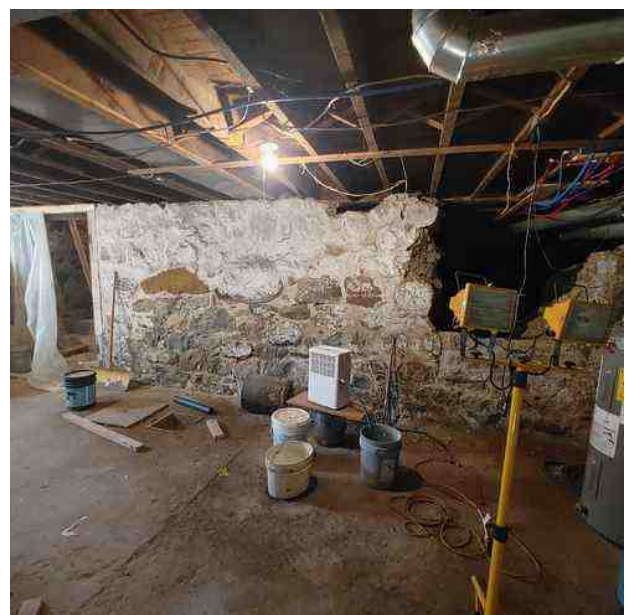
Closet



Basement



Basement



Basement

Interior Photos

Client	Joan Vanoortmarszen-Herbst				
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Living

Photograph Addendum

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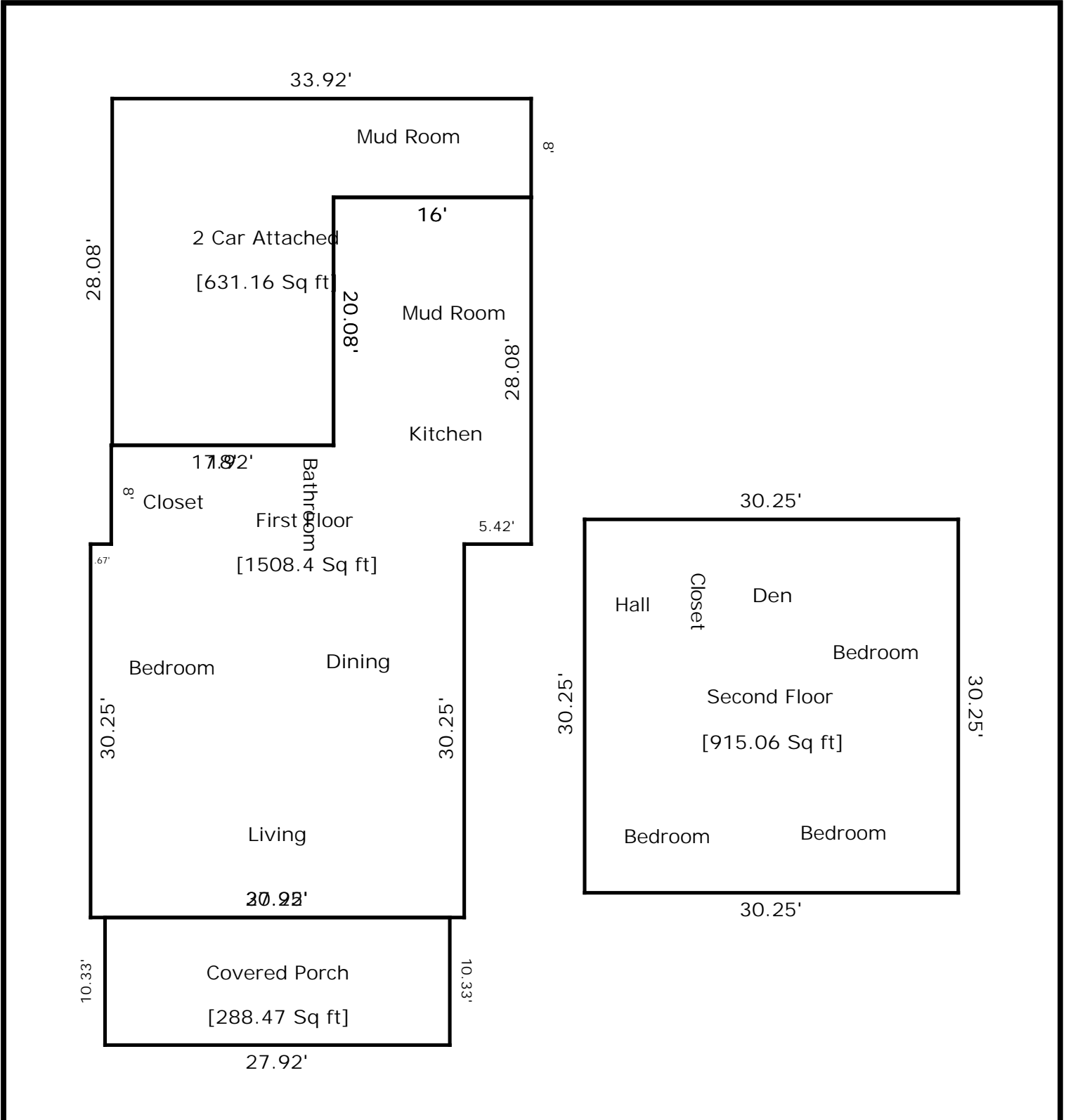


Pole Barn

Building Sketch (Page - 1)

Client	Joan Vanootmarssen-Herbst				
Property Address	6132 Crooked Lake Rd				
City	Brighton	County Livingston	State MI	Zip Code 48116-9435	
Appraiser	Scott Baczkiewicz				

This House was measured to the nearest inch using Square Footage-Method for Calculating: ANSI Z765-2021 American National Standard for Single-Family Residential Buildings Approved March 29, 2021



TOTAL Sketch by a la mode, inc.

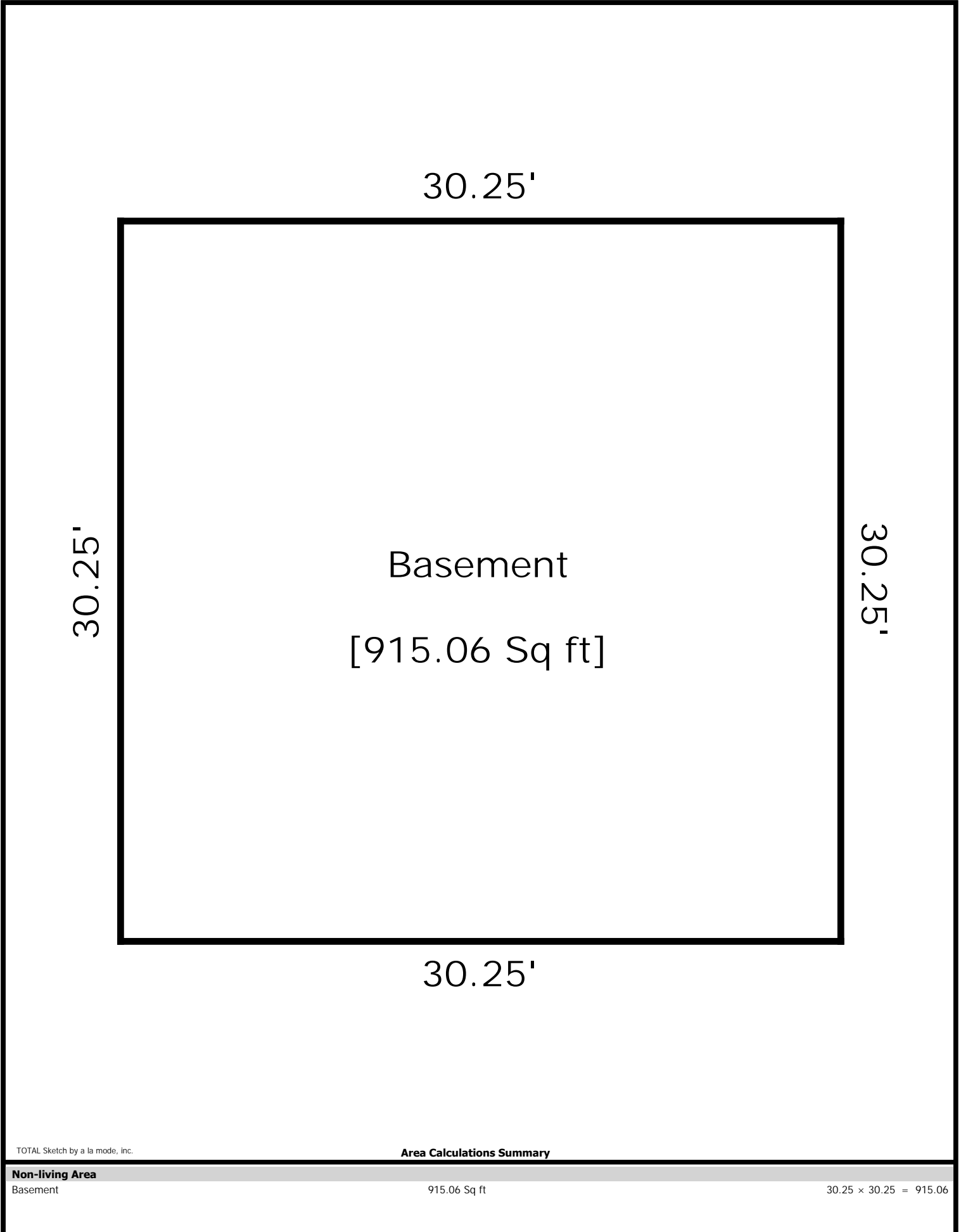
Area Calculations Summary

Living Area	Calculation Details	
First Floor	1508.4 Sq ft	$30.25 \times 30.25 = 915.06$ $8 \times 18 = 144$ $28.08 \times 16 = 449.33$
Second Floor	915.06 Sq ft	$30.25 \times 30.25 = 915.06$
Total Living Area (Rounded):	2423 Sq ft	
Non-living Area		
2 Car Attached	631.16 Sq ft	$17.92 \times 20.08 = 359.83$ $8 \times 33.92 = 271.33$
Covered Porch	288.47 Sq ft	$10.33 \times 27.92 = 288.47$

Building Sketch (Page - 2)

Client	Joan Vanoortmarszen-Herbst			
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Appraiser	Scott Baczkiewicz			

This House was measured to the nearest inch using Square Footage-Method for Calculating: ANSI Z765-2021 American National Standard for Single-Family Residential Buildings Approved March 29, 2021



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

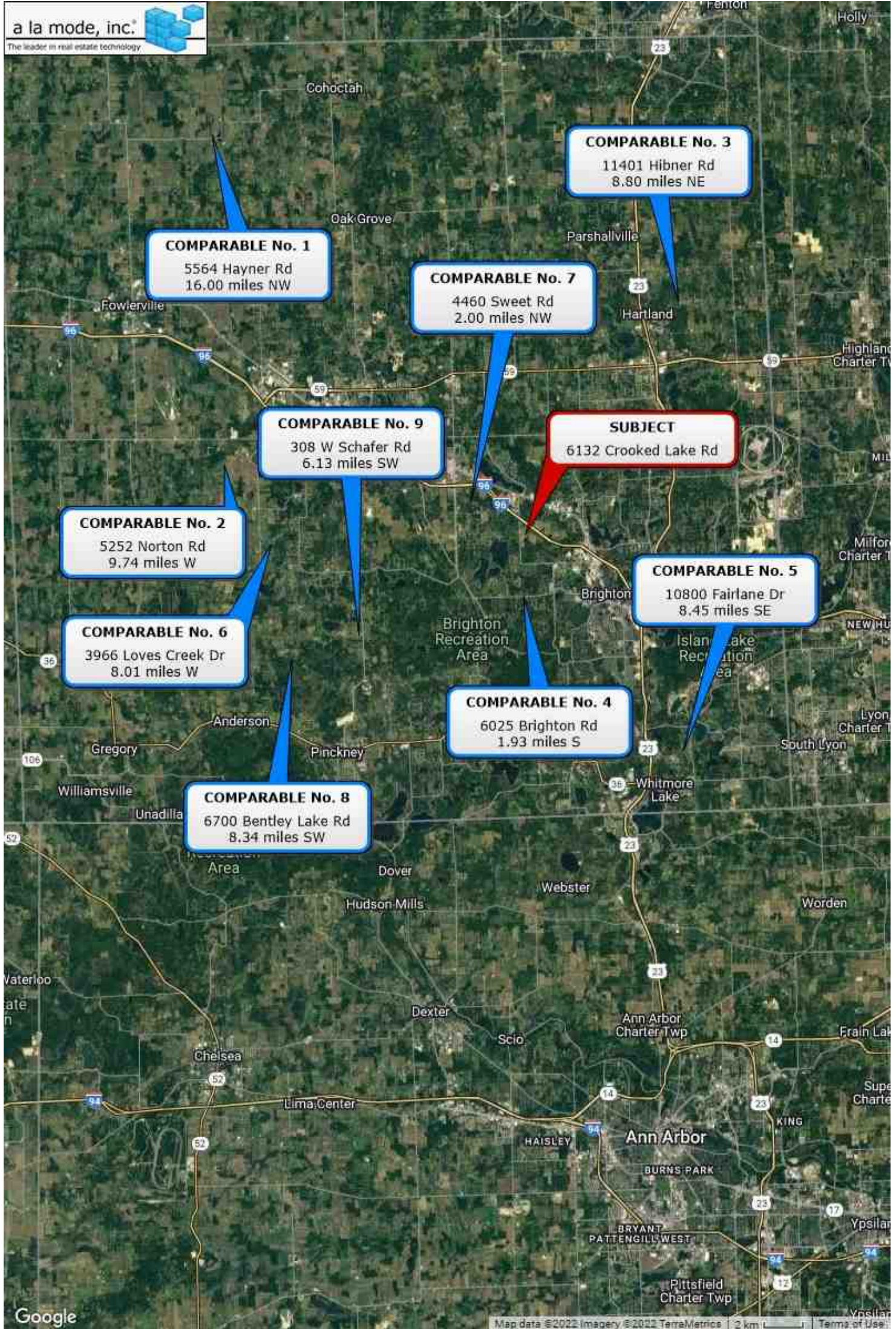
Non-living Area		
Basement	915.06 Sq ft	30.25 × 30.25 = 915.06

Realcomp Aerial



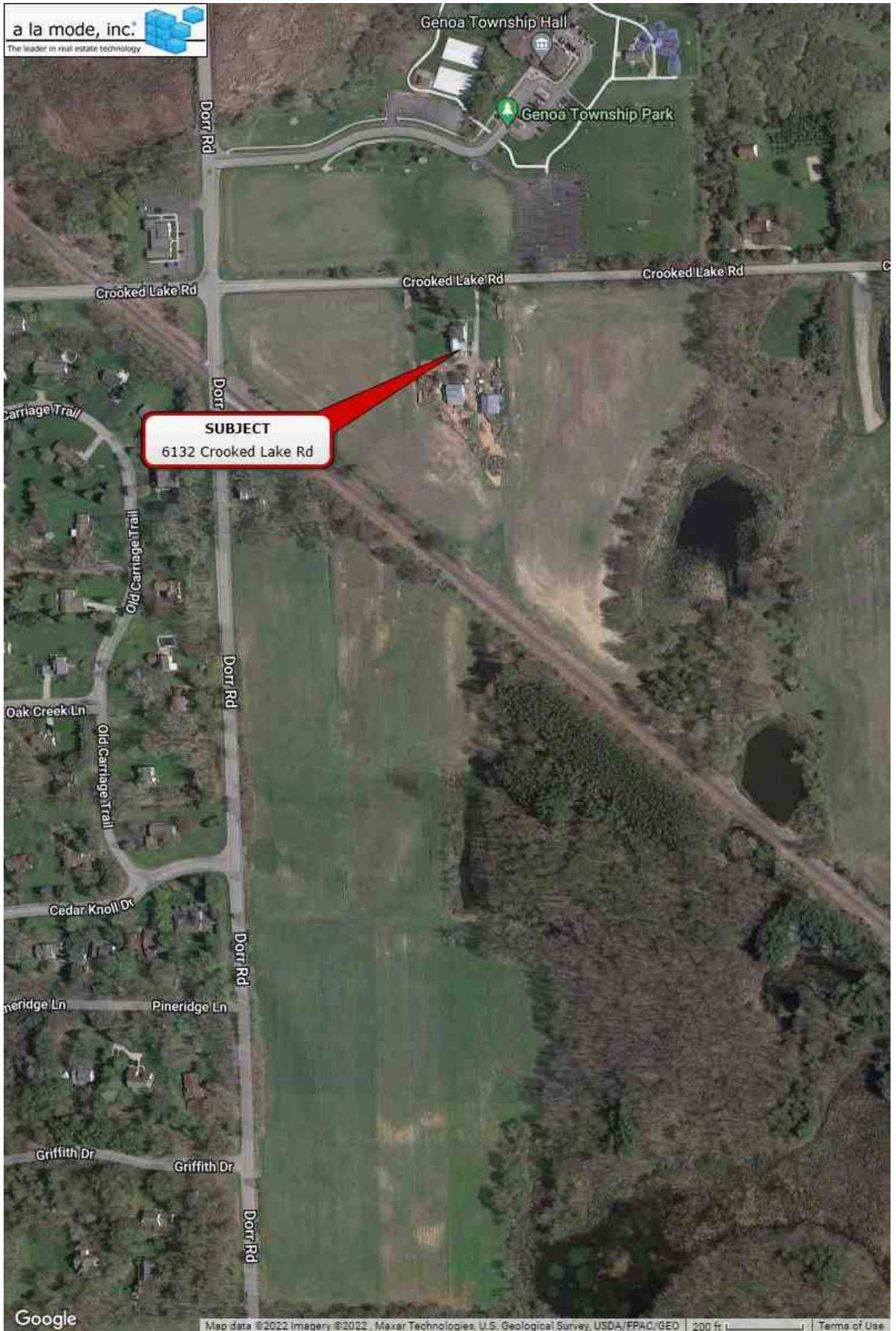
Location Map

Client	Joan Vanoortmarssen-Herbst						
Property Address	6132 Crooked Lake Rd						
City	Brighton	County	Livingston	State	MI	Zip Code	48116-9435
Appraiser	Scott Baczkiewicz						



Aerial Map

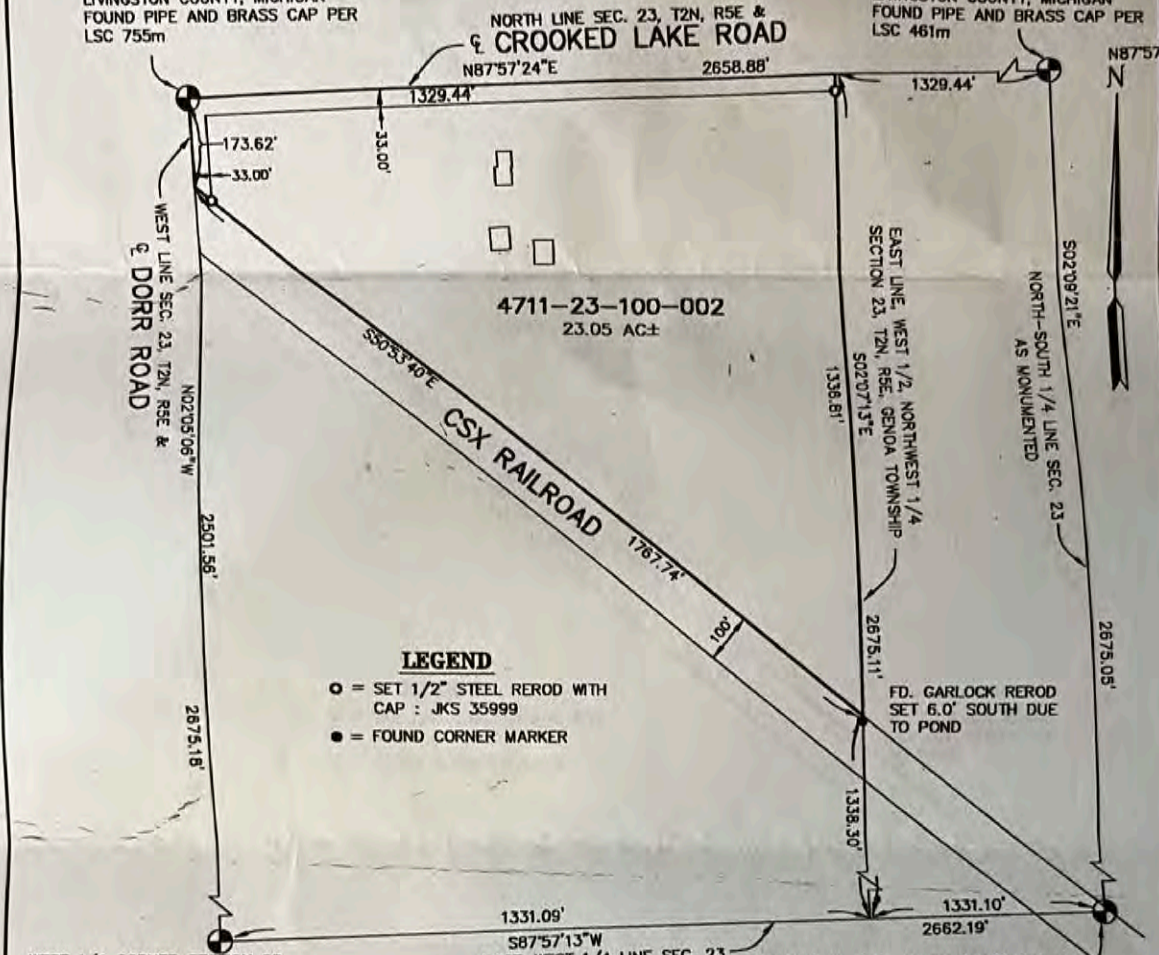
Client	Joan Vanoortmarssen-Herbst						
Property Address	6132 Crooked Lake Rd						
City	Brighton	County	Livingston	State	MI	Zip Code	48116-9435
Appraiser	Scott Baczkiewicz						



CERTIFICATE OF SURVEY

NORTHWEST CORNER SECTION 23
T2N, R5E, GENOA TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
FOUND PIPE AND BRASS CAP PER
LSC 755m

NORTH 1/4 CORNER SECTION 23
T2N, R5E, GENOA TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
FOUND PIPE AND BRASS CAP PER
LSC 461m



4711-23-100-002
23.05 AC±

LEGEND

- = SET 1/2" STEEL REROD WITH CAP : JKS 35999
- = FOUND CORNER MARKER

WEST 1/4 CORNER SECTION 23
T2N, R5E, GENOA TOWNSHIP
FOUND PIPE AND BRASS CAP PER
LSC 457m

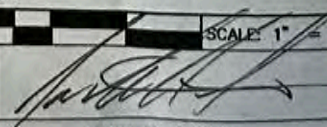
CENTER OF SEC. 23 AS MONUMENTED
T2N, R5E, GENOA TOWNSHIP
FD. REMON PIPE AND BRASS CAP
WITNESSES (GARLOCK 1993)
S80°W 17.00' 14" OAK
S05°W 18.46' 20" OAK
N30°E 6.8' 10" OAK

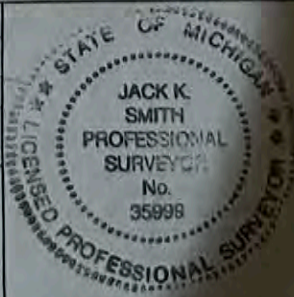
**LEGAL DESCRIPTION:
PARCEL 4711-23-100-002:**

ALL OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN LYING NORTHERLY OF THE CSX RAILROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23, THENCE N87°57'24"E 1329.44 FEET ALONG THE NORTH LINE OF SAID SECTION AND THE CENTER LINE OF CROOKED LAKE ROAD; THENCE S02°07'13"E 1336.81 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N50°53'40"W 1767.74 FEET ALONG THE NORTHERLY LINE OF SAID RAILROAD; THENCE N02°05'06"W 173.62 FEET ALONG THE WEST LINE OF SAID SECTION AND THE CENTER LINE OF DORR ROAD TO THE PLACE OF BEGINNING. CONTAINING 23.05 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33.00 FEET THEREOF, AS IS OCCUPIED BY CROOKED LAKE ROAD, ALSO BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 33.00 FEET THEREOF, AS IS OCCUPIED BY DORR ROAD, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND HEREIN PLATTED AND/OR DESCRIBED ON 9/25/2013, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/7,500 OR BETTER, AND THAT ALL OF THE REQUIREMENTS OF ACT NO. 132, P.A. 1970 (AS AMENDED) HAVE BEEN COMPLIED WITH.
NOTE: BEARINGS ARE BASED ON A PREVIOUS SURVEY

CLIENT: CHERYL EMGE		SCALE: 1" = 300'	
SECTION: 23 TOWN: 2 NORTH RANGE: 5 EAST		 JACK K. SMITH PROFESSIONAL SURVEYOR No. 35999	
GENOA TOWNSHIP LIVINGSTON COUNTY, MICHIGAN			
DATE: 09-25-2013	CREW: CJT/DJS	GARLOCK-SMITH PROFESSIONAL SURVEYORS 516 EAST GRAND RIVER HOWELL, MICHIGAN 48843 (517) 546 - 3340 FAX: (517) 546 - 2941	
BOOK NO. 213 PG 57	COMP: JKS		
SHEET 1 OF 1	DRAWN: JKS REV: 07-07-2014		



PICTURES PROVIDED BY THE LISTING AGENT



PICTURES PROVIDED BY THE LISTING AGENT







PICTURES PROVIDED BY THE LISTING AGENT







PICTURES PROVIDED BY THE LISTING AGENT







PICTURES PROVIDED BY THE LISTING AGENT







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PICTURES PROVIDED BY THE LISTING AGENT



PICTURES PROVIDED BY THE LISTING AGENT



PICTURES PROVIDED BY THE LISTING AGENT











Seller's Disclosure Statement

Property Address 6132 Crooked lake Rd Brighton MICHIGAN

Street

City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific areas related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/ Systems/ Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available
Range/oven				<input checked="" type="checkbox"/>
Dishwasher				<input checked="" type="checkbox"/>
Refrigerator				<input checked="" type="checkbox"/>
Hood/fan				<input checked="" type="checkbox"/>
Disposal				<input checked="" type="checkbox"/>
TV antenna, TV rotor & controls				<input checked="" type="checkbox"/>
Electrical system	<input checked="" type="checkbox"/>			
Garage door opener & remote control	<input checked="" type="checkbox"/>			
Alarm system				<input checked="" type="checkbox"/>
Intercom				<input checked="" type="checkbox"/>
Central vacuum				<input checked="" type="checkbox"/>
Attic fan				<input checked="" type="checkbox"/>
Pool heater, wall liner & equipment				<input checked="" type="checkbox"/>
Microwave				<input checked="" type="checkbox"/>
Trash compactor				<input checked="" type="checkbox"/>
Ceiling fan	<input checked="" type="checkbox"/>			
Sauna/hot tub				<input checked="" type="checkbox"/>

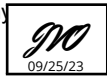

	Yes	No	Unknown	Not Available
Washer				<input checked="" type="checkbox"/>
Dryer				<input checked="" type="checkbox"/>
Lawn sprinkler system				<input checked="" type="checkbox"/>
Water heater	<input checked="" type="checkbox"/>			
Plumbing system	<input checked="" type="checkbox"/>			
Water softener/conditioner	<input checked="" type="checkbox"/>			
Well & pump	<input checked="" type="checkbox"/>			
Septic tank & drain field		<input checked="" type="checkbox"/>		
Sump pump				<input checked="" type="checkbox"/>
City water system				<input checked="" type="checkbox"/>
City sewer system				<input checked="" type="checkbox"/>
Central air Conditioning				<input checked="" type="checkbox"/>
Central heating system	<input checked="" type="checkbox"/>			
Wall Furnace				<input checked="" type="checkbox"/>
Humidifier				<input checked="" type="checkbox"/>
Electronic air filter				<input checked="" type="checkbox"/>
Solar heating system				<input checked="" type="checkbox"/>
Fireplace & chimney		<input checked="" type="checkbox"/>		
Wood burning system				<input checked="" type="checkbox"/>

Explanation (attach additional sheets if necessary): _____

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawlspace: Has there been evidence of water? yes _____ no
If yes, please explain: _____
- Insulation: Describe, if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes _____ no _____
- Roof: Leaks? _____
Approximate age if known: ~7 years yes _____ no
- Well: Type of well (depth/diameter, age and repair history, if known): 4 inch
Has the water been tested? yes _____ no
If yes, date of last report/results: _____
- Septic tanks/drain fields: Condition, if known: No drain field, tank pumped a needed (~2x/year)
- Heating system: Type/approximate age: Gas furnace (~7 years old)
- Plumbing system: Type: copper galvanized _____ other PEX _____
Any known problems? _____
- Electrical system: Any known problems? _____
- History of infestation, if any _____ (ants, etc.)

  Seller's Initials _____ Buyer's Initials _____

Seller's Disclosure Statement

Property Address 6132 Crooked lake Rd Brighton MICHIGAN
Street City, Village or Township

10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property.
 unknown _____ yes _____ no
- If yes, please explain: _____
11. Flood Insurance: Do you have flood insurance on the property? unknown _____ yes _____ no
12. Mineral Rights: Do you own the mineral rights? unknown yes _____ no _____

Other Items: Are you aware of any of the following:

- Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown _____ yes _____ no
- Any encroachments, easements, zoning violations or nonconforming uses? unknown _____ yes _____ no
- Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property? unknown _____ yes _____ no
- Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown _____ yes _____ no
- Settling, flooding, drainage, structural, or grading problems? unknown _____ yes _____ no
- Major damage to the property from fire, wind, floods, or landslides? unknown _____ yes _____ no
- Any underground storage tanks? unknown _____ yes _____ no
- Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown _____ yes no _____
- Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown _____ yes _____ no
- Any outstanding municipal assessments or fees? unknown _____ yes _____ no
- Any pending litigation that could affect the property or the Seller's right to convey the property? unknown _____ yes _____ no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: _____

The Seller has lived in the residence on the property from 1951 (date) to 1965 (date).
The Seller has owned the property since 2008 (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYER IS ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW ~~REAL PROPERTY TAX OBLIGATIONS CAN CHANGE~~ SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller Joan Van Oortmarssen-Herbst dotloop verified 09/25/23 6:33 PM MST FWMS-ZSPQ-SNHJ-BCAD Date _____

Seller Jean Herbst Knight dotloop verified 09/26/23 10:34 AM EDT NCVW-NS60-ZMRC-37QV Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.



LEAD-BASED PAINT SELLER'S DISCLOSURE FORM



6132 Crooked lake Rd
Street Address

Genoa Township
City, Village, Township

MI 48116
State

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

JVO
09/25/23

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

or

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

or

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's

Date: _____

Jean Van Oortmarssen-Herbst
dotloop verified
09/25/23 6:47 PM MST
HJ6A-KDAQ-9BPF-FKBA

Date: _____

Jean Herbst Knight
dotloop verified
09/26/23 11:24 AM EDT
AYDT-VVMT-YOME-COMB

Agent's Acknowledgment (initial)

AM
09/26/23
3:06 PM EDT
dotloop verified

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent

Date: _____

Adam McCafferty
dotloop verified
09/26/23 3:06 PM EDT
VLX4-IBOO-HNF9-88CH

III. Purchaser's Acknowledgment (initial)

____ (a) Purchaser has received copies of all information listed above.

____ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

____ (c) Purchaser has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards;

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: _____

Purchaser

Date: _____

Purchaser

FORM L-3 10/96



LIVINGSTON COUNTY ASSOCIATION OF REALTORS® STANDARD PURCHASE AGREEMENT

PURCHASER (legal name) Genoa Township Marital Status _____

PURCHASER (legal name) _____ Marital Status _____

PURCHASER'S Current Address 2911 Dorr Road, Brighton, Mi 48116

SELLING OFFICE Griffith Realty Phone (810) 227-1016 Office ID 185300

SELLING AGENT Scott Griffith Phone (810) 227-1016 License# 122643

LISTING OFFICE Michigan Whitetail Properties Phone (517) 437-2946 Office ID 53097788098437

LISTING AGENT Adam McClafferty Phone (734) 330-5125 License# _____

1. THE PURCHASER hereby offers and agrees to purchase, subject to easements and restrictive covenants of record, the following property in the

CITY VILLAGE TOWNSHIP of Genoa County of Livingston

Michigan described as follows: EC. 23 T2N, R5E, ALL OF W 1/2 OF NW 1/4 LYING N & E OF P. M. R. R.

also known as 6132 Crooked Lake Rd Road Tax ID# 11-23-100-002 together with all fixtures and appurtenances in or on the premises (unless specifically excluded herein) including, if any, lighting fixtures, shades, blinds, drapery/curtain and drapery/curtain hardware and rods, attached mirrors and all bathroom mirrors, attached generators, attached humidifier, ventilating fixtures, screens, storm doors and windows, garage door openers and transmitters, water softener (rental units excepted) and water treatment systems, built in appliances, heating unit including wood stove and fireplace gas logs, mail box, awnings, all TV antennae, landscaping, flagpole, all hardwired audio/security systems and related equipment, central vacuum and attachments, as well as the following personal property for which a bill of sale shall be given.

Included: _____

Excluded: appliances and custom island

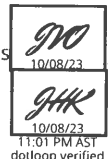
and to pay therefore the sum of Four Hundred Fifty Thousand Dollars DOLLARS (\$450,000.00)

Unless otherwise noted, Seller shall deliver a warranty deed conveying marketable title to Purchaser at closing.

2. THIS OFFER IS MADE SUBJECT TO FINANCING TERMS AND SATISFACTORY COMPLETION OF THE FOLLOWING CONDITIONS AS MARKED

- a) CASH SALE: Payment of purchase money to be made by wire transfer or equivalent funds.
- b) CASH SALE WITH NEW MORTGAGE: This Purchase Agreement is contingent upon Purchaser being able to secure a
 - Conventional FHA 203K VA Rural Development Seller Financed/Other (See attached LCAR Financing Addendum)
 mortgage in the amount of \$ _____ OR _____ % of sale price for a term of _____ years and pay \$ _____ OR _____ % of sale price down, plus mortgage costs, prepaid items and adjustments in cash

Purchaser's Initials [Signature] Seller's Initials [Signature] Page 1 of 6



Purchaser further agrees to apply for such mortgage within _____ calendar days from acceptance of this Purchase Agreement at Purchaser's own expense and shall comply with all requirements of said lending institution in a timely manner. If a loan approval from the lending institution cannot be obtained at no fault of the Purchaser within _____ days from the date of acceptance of this Purchase Agreement, this Purchase Agreement may be declared null and void by the Seller and Deposit shall be returned to Purchaser. Receipt of loan approval from the Purchaser's lending institution within time limit will eliminate this contingency.

3. **EARNEST MONEY DEPOSIT** The Broker is hereby authorized to present this offer and the Deposit of \$10,000.00

CASH CHECK # _____ OTHER _____

To be held by Selling Broker OR _____, which Deposit shall be applied to the purchase price at closing.

If held by Selling Broker, Broker shall comply with the Michigan Occupational Code and related rules.

4. **OCCUPANCY** The property is Owner occupied Tenant occupied Vacant.
(Check one box below)

To be given at closing.

Seller shall deliver and Purchaser shall accept possession of said property subject to rights of present tenants, if any. If Seller occupies property, it shall be vacated and keys surrendered _____ calendar days after closing per the terms of an occupancy disbursement form. From the day after closing through the day of vacating the property as agreed, Seller shall pay as indicated _____ per day. The Escrow Agent shall retain from the amount due to Seller at closing the amount equal to _____ days of said occupancy charge, paying to Purchaser the amount due and returning to Seller the unused portion as determined by date property is vacated and keys surrendered. The parties acknowledge that the Brokers and/or Escrow Agent have no obligation implied or otherwise for seeing that the property is vacated on the date specified or for the condition of the property, and may be acting only as an Escrow Agent holding the occupancy deposit. From the date of closing, Purchaser will maintain hazard insurance on the property and Seller will maintain insurance for liability and Seller's personal property. Purchaser is not responsible for damage or injury to Seller or Seller's personal property. Seller will not be required to pay for losses covered by Purchaser's hazard insurance policy. However, Seller will pay the deductible on Purchaser's hazard insurance for any claims made while Seller is in possession which are attributable to Seller's acts or omissions.

See attached LCAR Occupancy Addendum

5. **PROPERTY INSPECTION(S)** Purchaser shall have the option to inspect and examine the property at Purchaser's expense. This contingency expires on or before 21 days after acceptance of this Purchase Agreement. In the event Purchaser neither expressly waives this contingency nor provides notice pursuant to subparagraphs (a) or (b) below, this contingency shall be deemed waived. Purchaser's examination may include, but is not limited to, inspections and tests relating to building structure, mechanical systems, environmental items, water, septic, pest or any other matter Purchaser may deem necessary for Purchaser's intended use. Purchaser shall restore the property to its prior condition after examination. If Purchaser is not satisfied with the results of any examination for any reason during the inspection period, Purchaser will notify Seller in writing that Purchaser:

(a) Declares this Purchase Agreement null and void and Deposit will be returned to Purchaser

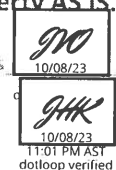
OR

(b) Purchaser proposes an amendment to this Purchase Agreement. Purchaser and Seller have 3 days to mutually agree upon an amendment, or this Purchase Agreement may be declared null and void by either party and the Deposit will be returned to the Purchaser.

PURCHASER ACKNOWLEDGES THAT BROKER/AGENT HAS RECOMMENDED PURCHASER OBTAIN AN INSPECTION OF THE PROPERTY.

Purchaser does not choose to inspect or examine the property and accepts the property AS IS.

Purchaser's Initials JR Seller's Initials MO Page 2 of 6



6. TITLE INSURANCE Seller shall provide Purchaser at Seller's expense an owner's policy of title insurance from a title company of Seller's choice in the amount of the purchase price. Said policy to be: (Check one box below)

With Standard Exceptions

Without Standard Exceptions (if chosen owner's policy is unavailable then a With Standard Exceptions Policy shall be issued)

Expanded Coverage (if chosen owner's policy is not available then a Without Standard Exceptions Policy shall be issued)

(Check one box below)

Seller Purchaser to pay cost of survey if required to obtain chosen owner's policy.

Seller will apply for a commitment for title insurance within 7 calendar days after the date of acceptance of this Purchase Agreement. Upon receipt of the commitment, Purchaser shall have 7 calendar days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If the Seller is unable or unwilling to remedy the defects within 30 days, this Purchase Agreement shall terminate and the Deposit shall be returned to Purchaser or the Purchaser may waive the defect and complete this transaction.

When applicable, Purchaser may obtain a loan policy from a title company of Purchaser's choice.

7. DEFAULT Failure to perform any obligation of this Purchase Agreement by Seller or Purchaser shall constitute default. If Purchaser defaults, Seller may, at Seller's option, terminate the Purchase Agreement and pursue all available legal and equitable remedies or seek forfeiture of the Deposit as liquidated damages. If Seller defaults, Purchaser may pursue all available legal and equitable remedies and may also terminate the Purchase Agreement and seek a refund of the Deposit.

8. CLOSING COSTS Unless otherwise provided in this Purchase Agreement, it is agreed that Seller shall pay all state and county transfer taxes and costs required to convey marketable title. Unless otherwise provided in this Purchase Agreement, Purchaser shall pay the cost of recording the deed and/or security interest, all mortgage closing costs required by lender, and any purchaser closing fee charged by the title insurance company/agency that issues the loan policy in a lender financed sale. Seller and Purchaser shall split equally any closing fees charged by the title insurance company/agency in a cash or seller financed sale. Any transfer or status letter fees charged by the homeowners or condominium association shall be split equally between Purchaser and Seller.

At closing, Seller agrees to contribute up to \$ _____ or _____ % of the purchase price toward Purchaser's closing costs, prepaid items, property tax prorations, escrows, insurance and/or any other fees allowable by lender.

9. PRORATED ITEMS Seller shall be responsible for all real estate taxes for years prior to the year in which the closing occurs and the Purchaser shall be responsible for all real estate taxes for years after the year in which the closing occurs. Taxes for the year in which the closing occurs shall be prorated such that Seller is responsible for that portion of the taxes through and including the date of closing. For purposes of this paragraph, taxes shall be deemed paid in advance based on due date of July 1 for summer taxes (covering the period July 1 through the following June 30) and December 1 for winter taxes (covering the period December 1 through the following November 30).


Purchaser shall assume the balance of all assessments which have been assessed or levied against the property by any public agency, taxing unit, homeowner's association, or condominium association. Any rent, homeowner's association dues, condominium dues, or assessment installment payments not otherwise included in the tax bills shall be prorated and adjusted to the date of closing.

In lieu of the tax proration method set forth in paragraph 9 above, see attached Specific Contingencies/Terms Addendum.

10. FEES OR CONSIDERATIONS Purchaser and Seller hereby acknowledge that Broker(s) may accept a fee or consideration with regard to listing agreement, buyer broker contract, placement of a home warranty, or any other ancillary products or services arising from this transaction.

Purchaser's Initials JK Seller's Initials JK page 3 of 6


10/08/23


10/08/23
11:01 PM AST
dotloop verified

11. CONDITION Until possession is delivered, Seller agrees to keep the property in substantially the same condition as of the date of this Purchase Agreement and agrees to maintain heating, well, septic, plumbing, electrical system, landscape irrigation system and other equipment in normal working order; to keep the roof watertight and maintain the grounds. Seller agrees to keep all utility services operating until possession is delivered. Upon vacating the property, Seller agrees to remove all debris and leave the property in "broom clean" condition. In the event the property herein has been winterized, it shall be the obligation and expense of Seller to de-winterize the property prior to closing. Purchaser has a right to a walk-through inspection of the property within 72 hours prior to closing. This walk-through will provide Purchaser with an opportunity to confirm that this paragraph has been complied with and should not be deemed an opportunity to renegotiate the terms and conditions of this Purchase Agreement.

12. HEIRS, SUCCESSORS AND ASSIGNS This Purchase Agreement binds Seller, Seller's personal representatives, heirs, and anyone succeeding to Seller's interest in the property. Purchaser shall not assign this Purchase Agreement without Seller's prior written consent.

13. RELEASE Purchaser and Seller acknowledge that the Broker(s), their respective agents, employees and representatives have made no representations concerning the condition of the property covered by this Purchase Agreement or marketability of title. Purchaser and Seller release, indemnify and hold harmless the Brokers, their respective agents, employees and representatives, with respect to all claims arising out of or related to this Purchase Agreement, addenda and/or counter-offers. This release also includes, but is not limited to, all claims arising from any purported representations as to the physical and environmental condition of the property or marketability of title and special assessments covered by this Purchase Agreement. Purchaser and Seller acknowledge that Broker(s), their respective agents, employees and representatives are not acting as appraisers, builders, accountants, environmentalists, engineers, surveyors, inspectors, tax advisors or attorneys.

14. LIMITATION Purchaser and Seller agree any and all claims and/or lawsuits which they may have against the Brokers, their respective agents, employees and representatives relating to their services must be filed no more than 6 months after the date of closing of the transaction described in this Purchase Agreement. Purchaser and Seller waive any statute of limitations to the contrary.

15. ELECTRONIC SIGNATURES/COMMUNICATION Purchaser and Seller acknowledge and agree that this Purchase Agreement, any amendment or modification of this Purchase Agreement and/or any written notice or communication in connection with this Purchase Agreement may be delivered to Seller in care of Listing Broker and Purchaser in the care of the Selling Broker via electronic mail or by facsimile. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party. Seller represents and warrants an electronic email address has been provided to the Listing Broker from which Seller may receive electronic mail. Purchaser represents and warrants an electronic email address has been provided to Selling Broker from which Purchaser may receive email.

STIPULATION FOR ELECTRONIC STORAGE OF INSTRUMENTS AND DOCUMENTS The undersigned Seller hereby stipulates and acknowledges that all documents relating to this Agreement and all records and correspondence relating thereto, whether now existing or created hereafter, may be stored as electronic images and the originals of the electronically stored documents may be destroyed. The electronic images shall be deemed to serve as the original documents thereafter.

16. COUNTERPARTS This Purchase Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

17. GENERAL PROVISIONS

- a. This is a legally binding contract and all parties acknowledge that they have been advised to have an attorney review the transaction on their behalf.
- b. Principal Residence Exemption(PRE):

The Seller represents the PRE IS IN EFFECT for this property and taxes will be prorated accordingly OR

IS NOT IN EFFECT for this property and taxes will be prorated accordingly.

Purchaser's Initials

JD

Seller's Initials

JD
10/08/23

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18. ADDITIONAL TERMS/CONDITIONS (Check if applicable)

- Agency Disclosure Form attached.
- Seller's Disclosure Form received.
- Lead-Based Paint Disclosure received and is a part of this Agreement.
- Fuel in tank(s) Is included in the sale price Is not included in the sale price and fuel shall be prorated at time of Possession.
- Escrow Agent shall retain \$300.00 from Seller at closing for water/sewer charges to date of occupancy, if applicable. When the final bill is paid any unused portion will be returned to Seller.
- Contingency on sale and closing of Purchaser's property (no offer pending) (See attached LCAR Contingent on Sale and Closing of Purchaser's Property Addendum).
- Contingency on closing of sale on Purchaser's property (sale pending) (See attached LCAR Contingent on Sale and Closing of Purchaser's Property Addendum).
- This is a back-up offer (See attached Specific Contingencies/Terms Addendum).
- Appraisal – This Purchase Agreement is subject to the property appraising at purchase price or higher. Said appraisal to be paid for by Purchaser. If property does not appraise at purchase price or higher, Purchaser shall have the option to declare this Purchase Agreement null and void and Deposit shall be returned to Purchaser.
- Subject property abuts a private road which has not been accepted as a public road and is not required to be maintained by the County Road Commission or other public or municipal body.
- Offer is void if not accepted by Date _____ Time _____ Eastern Time.
- Closing of this purchase to be on or before 10/30/2023 at Listing Broker's office or location of Seller's choice.
- Home Warranty Excluded Included To be paid for by _____.
- Attorney package of the closing documents required at least 3 days prior to closing.
- FHA or VA Financing Addendum required (See attached addendum).
- Arbitration Addendum attached
- Other addendum(s) attached _____.

19. LAND DIVISION ACT (For unplatted land only) Seller and Purchaser agree that the following statements shall be included in the deed at the time of delivery:

- (a) The grantor grants to the grantee the right to make all (insert "All", "Zero" or a specific number, as appropriate) division(s) under section 108 of the Land Division Act, MCL 560.108.
- (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.


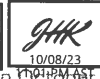
CAUTION: If the space contained in subparagraph (a) above is left blank on the deed, the deed will NOT grant Purchaser the right to any divisions.



20. OTHER TERMS/CONDITIONS


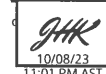
-This offer is contingent upon the approval of the Genoa Township Board on ~~10/16/2023~~ 10/16/2023. If Board does not approve the purchase, then this deal will be null and void and the deposit will be immediately returned to the purchasers.

-Tenants occupancy will be honored until April 1, ~~2023~~ 2024.

-Genoa Charter Township agrees to honor the contributions and legacy of the Herbst Family and will incorporate the Herbst Family name into the naming of the primary use of the property.

 
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Purchaser's Initials  Seller's Initials  Page 5 of 6

 
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21. ENTIRE AGREEMENT Purchaser and Seller agree to the following: the term "Purchase Agreement" as used herein includes any counter-offers made by the parties to which there has been mutual and final acceptance; this Purchase Agreement and any addenda constitutes the entire agreement between the parties; there are no other written or oral understandings between the parties; this Purchase Agreement supersedes any and all prior purchase agreements, understandings or representations made by the parties or their agents. **TIME IS OF THE ESSENCE.**

John Hayes Oct 5, 2023
Purchaser Date

Purchaser Date

Genoa Township
Print name

Print name

SELLER ACCEPTANCE

As Written-No Changes

See Counter Offer Addendum

Joan Van Oortmarssen-Herbst dotloop verified 10/08/23 1:19 PM MST OMYA-STMJ-SPR8-PWXH
Seller Date

Jean Herbst Knight dotloop verified 10/08/23 11:01 PM AST 4RMP-XCYQ-CY4F-WDNG
Seller Date

Joan Van Oortmarssen-Herbst
Print name

Jean Herbst-Knight
Print name

Seller Address 8415 E San Pedro Dr, Scottsdale, AZ 85258

JH
(Initials)

Notice has been given of acceptance of this Purchase Agreement by delivery of a copy of a fully executed agreement to Purchaser. (Purchaser or Purchaser's Broker/Agent may initial)

Disclaimer: This form is provided as a service of the Livingston County Association of Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Livingston County Association of Realtors® is not responsible for use or misuse of the form, for misrepresentation or for warranties made in connection with the forms.

Example of Budget
Impact of Purchase

10/11/2023

BUDGET REPORT FOR GENOA TOWNSHIP
Calculations as of 03/31/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 10/11/23	2023-24 AMENDED BUDGET	2023-24 REQUESTED BUDGET
Fund 208 - PARK/RECREATION FUND				
ESTIMATED REVENUES				
Dept 000 - REVENUE				
208-000-665-001	INTEREST	28,730	6,000	6,000
208-000-699-101	TRANSFER IN FROM GF #101 OPERATING	0	850,000	850,000
208-000-699-249	DNR ACQUISITION /MATCH	0	138,000	138,000
Totals for dept 000 - REVENUE		28,730	994,000	994,000
TOTAL ESTIMATED REVENUES		28,730	994,000	994,000
APPROPRIATIONS				
Dept 223 - AUDIT				
208-223-801-000	AUDIT	200	500	500
Totals for dept 223 - AUDIT		200	500	500
Dept 536				
208-536-972-100	LAND FOR RECREATION	0	681,000	1,131,000
Totals for dept 536 -		0	681,000	1,131,000
Dept 751 - PARKS & RECREATION				
208-751-934-001	SENIOR SURVIVOR PARK PROJECT	796,090	814,000	814,000
208-751-934-006	PARK MASTER PLAN	1,208	30,000	30,000
208-751-934-007	HAPRA	60,000	120,000	120,000
208-751-934-010	B-BALL BENCHES PICNIC TABLE CHARGERS	6,790	19,200	19,200
208-751-934-011	BOARDWALK IMPROVEMENTS	0	15,000	15,000
208-751-934-012	GRAND RIVER SIDEWALK INFILL	0	31,000	31,000
208-751-934-013	SECURITY UPGRADES	0	50,000	50,000
208-751-934-015	REPAIR/REPLACE RUBBER- POUR IN PLACE	118,061	132,000	132,000
208-751-934-060	PATH / PARK MAINTENANCE	64,424	130,000	130,000
Totals for dept 751 - PARKS & RECREATION		1,046,573	1,341,200	1,341,200
Dept 906				
208-906-956-000	MISC EXPENSE	522	600	600
Totals for dept 906 -		522	600	600
TOTAL APPROPRIATIONS		1,047,295	2,023,300	2,473,300
NET OF REVENUES/APPROPRIATIONS - FUND 208		(1,018,565)	(1,029,300)	(1,479,300)
BEGINNING FUND BALANCE		2,059,735	2,059,735	2,059,735
ENDING FUND BALANCE		1,041,170	1,030,435	580,435